

Affiliation Agreement Between University of Kentucky  
and Lexington-Fayette Urban County Government's  
Division of Fire and Emergency Medical Services.

This Agreement, entered into this \_\_\_\_ day of \_\_\_\_\_ 2012, creates a sponsorship Paramedic education program known as the UK/LDFES Paramedic Affiliation (or "Affiliation"), between University of Kentucky and Lexington-Fayette Urban County Government's Division of Fire and Emergency Medical Services ("Division of Fire"), as further described herein.

WHEREAS, the purpose of this agreement is to designate the University of Kentucky (the "University") as the Division of Fire's affiliate sponsor for a Paramedic education program, including didactic, laboratory, hospital, and field internship learning experiences for Paramedic students; and

WHEREAS, both parties desire to jointly establish an affiliation between the University and the Division of Fire that will provide for the sponsorship of a Paramedic educational program in accordance with *the Standards and Guidelines for the Accreditation of Educational Programs in the Emergency Medical Services Professions* ("Standards") of the Commission on Accreditation of Allied Health Education Programs (CAAHEP) that includes didactic, laboratory, hospital, and field internship learning experiences, thereby preparing competent entry-level Emergency Medical Technician-Paramedics in the cognitive (knowledge), psychomotor (skills), and affective (behavior) learning domains.

Now therefore, in contemplation of this relationship between the parties and in consideration of the mutual covenants contained herein, the parties mutually agree as follows:

1. The governance of the Affiliation shall be an eight member Governance Committee comprised of four representatives from each member organization. The Governance Committee shall meet at least annually and be responsible for:
  - (a) Approving the Goal(s) and Learning Domains of the Paramedic educational program in accordance with Standards II.A and II.C from the DOT Paramedic Curriculum (b) Designating the program Advisory Committee in accordance with Standard II.B.
  - (c) Designating the Program Director in accordance with Standard III.B.1.
  - (d) Designating the Medical Director(s) in accordance with Standard III.B.2.
  - (e) Designating the faculty and instructional staff in accordance with Standard III.B.3., or delegating that designating authority to the Program Director also referred to as the EMS Training Coordinator.
  - (f) Ensuring that the educational program has adequate resources in accordance with Standard III.
  - (g) Approving the curriculum of the program in accordance with Standard III.C.
  - (h) Ensuring that the provisions of fair practices are met in accordance in Standard V.
  - (i) Ensuring all activities of the educational program meet the *Standards* in accordance with Standard I.C.

- (j) Establishing policies that govern the operation of the Affiliation and the educational program.
  - (k) Setting the number of students to be admitted to the educational program.
  - (l) Establishing formal affiliation agreements or memoranda of understanding between the Affiliation (sponsor) and all other entities that participate in the education of the students describing the relationship, role, and responsibilities between the sponsor and that entity in accordance with Standard V.F.
2. The Governance Committee shall have a Chairperson and Vice-Chairperson elected by and from its members.
  3. The Program Director shall report to the Division of Fire's Assistant Chief of Emergency Medical Services.
  4. The curriculum shall meet the requirements of the *Standards and Guidelines for the Accreditation of Educational Programs in the Emergency Medical Services Professions*.
  5. The parties agree that meetings between the Program Director and appropriate faculty members may be held at as needed to ensure the curriculum effectiveness of the program as well as the fulfillment of the other responsibilities designated in Standard III.B.1.a. Meetings may be held more frequently, and may be by email and/or telephone conversations.
  6. The University will provide qualified instructors as agreed to when the course outline is developed for each paramedic class and the Division of Fire will provide qualified instructors for the majority of the classes as outlined when the course outline is developed for each paramedic class.
  7. Selection to the Paramedic program shall be based on criteria as set forth in the Paramedic program *Student Manual* and baseline cognitive assessments administered prior to employment through the Lexington-Fayette County Urban Government Human Resources for each paramedic student employed by the Division of Fire. Each student must consent to exchange of educational information in accordance with the Family Educational Rights and Privacy Act of 1974, as amended.
  8. The Division of Fire shall provide classrooms, equipment, and supplies for all courses it provides in the Paramedic curriculum.
  9. The parties shall abide by all applicable State and Federal nondiscrimination laws. There shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, disability or veteran's status in either the selection of students for participation in the educational program, or as to any aspect of the educational program; provided, however, that with respect to disability, the disability must not be such as would even with reasonable accommodation, in and of itself, preclude the student's effective participation in the clinical program. Neither party guarantees acceptance of a specific number of students.
  10. The Parties agree that during the student's enrollment, the faculty and staff of both institutions shall be responsible for evaluation of the students' performance in accordance

with established academic and clinical guidelines. A student whose performance does not meet these established guidelines may be subject to academic probation or, if deemed necessary by the Program Director, dismissed from the program. A student has the right to due process, and may appeal such dismissal as provided for in the *Student Manual* and/or other official publication(s).

11. Each student is required to complete health requirements as set forth in the *Student Manual* and/or other official publication(s) prior to commencement in the hospital/field activities of the program. Each student shall be required to provide proof of required immunizations as set forth in the *Student Manual* and/or other official publication(s), and must be able to perform his/her activities in the program in such a manner as to not pose a direct threat to the health or safety of others.
12. Upon successful completion of all academic and other program requirements, a certificate will be awarded by the Lexington Division of Fire & Emergency Services.
12. Both parties shall review this Agreement each year. Modification in the Agreement may be made by mutual consent at any time, so long as such modification is in writing and is signed by officials of all members. Either party may terminate this Agreement provided that ninety (90) days advance notice is given in writing. In the event of termination of the Affiliation it is understood that all students in good standing will have the option of completing the Paramedic program under the conditions then in effect.
13. If either party receives notice of possible loss of accreditation, that party shall be required to notify the other party in writing within five (5) working days. The Division of Fire will notify all students attending the program of such loss or impending loss within a reasonable period of time.
14. Unless either party gives written notice for termination of the Agreement, then this Agreement shall be automatically renewed each year for a period of one year.
15. This Agreement is intended solely for the mutual benefit of the parties hereto, and there is no intention, express or otherwise, to create any rights or interests for any party or person and no rights are intended to be created for any patient, student, parent or guardian of any student, spouse, next of kin, employer or prospective employer of any student.
16. This document contains the entire understanding between the parties with respect to the Paramedic program sponsored by the Affiliation and merges within it any and all prior and/or contemporaneous negotiations, understandings, agreements, and representations, whether oral or written. This Agreement supersedes any and all prior and/or contemporaneous representations, negotiations, promises, covenants, or discussions, if any, between the parties related to a Paramedic program sponsored by the Affiliation.
17. Both parties are vested with sovereign immunity and are self insured, but will maintain appropriate levels of commercial excess general and medical malpractice liability insurance for their respective entities and their agents, officers, employees and students.
18. LDFES affirms that it is not excluded from participation, and is not otherwise ineligible to participate in a "Federal health care program" as defined in 42 U.S.C. section 1320a-7b(f) or in any other state or federal government payment program. In the event that LDFES is

excluded from participation, or becomes otherwise ineligible to participate in any such program, during the term of this agreement, LDFES will notify the University of Kentucky Medical Center, Office of Corporate Compliance, 2333 Alumni Park Plaza, Suite 200, Lexington, Kentucky 40517 in writing, by certified mail within 48 hours after said notice, and upon the occurrence of any such event, whether or not appropriate notice is given, the University of Kentucky, shall immediately terminate this Agreement upon written notice.

Additionally, LDFES affirms that it is aware that UK operates in accordance with a corporate compliance program, employs a Corporate Compliance Officer and operates a 24 hour, seven day a week compliance Comply-Line. LDFES has been informed that a copy of the compliance plan is on file in the Purchasing Office or can be viewed online at <http://www.mccs.uky.edu/compliance> and is encouraged to review the plan from time to time during the term of this agreement. It is understood that should LDFES be found to have violated UK's compliance plan, UK can, at its sole discretion, terminate this Agreement upon written notice. LDFES recognizes that it is under an affirmative obligation to immediately report to UK's Corporate Compliance Officer through the comply-line 1-877-898-6072, in writing or directly (859) 323-6044 any actions by an agent or employee of UK which LDFES believes, in good faith, violates an ethical, professional or legal standard.

Nothing in this Agreement contemplate or requires that any party act in violation of federal or state law. Nonetheless, should any term or condition set forth in this Agreement later be credibly alleged, suspected or determined to be illegal, the parties agree to immediately cease the questioned activity and negotiate modification to the effected portion of the Agreement of the Agreement for a thirty (30) day period. If at the end of this period, no compromise can be reached, the Agreement will terminate.

19. The parties agree and acknowledge that the training provided pursuant to this Affiliation does not involve patient care and that any such training involving patient care will be the subject of a separate Educational Affiliation Agreement.

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

ATTEST:

\_\_\_\_\_  
CLERK OF URBAN COUNTY COUNCIL

WITNESS: \_\_\_\_\_

UNIVERSITY OF KENTUCKY



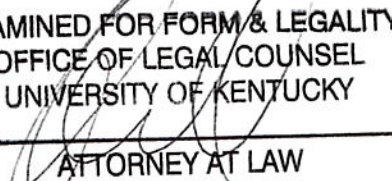
Frederick C. de Beer, MD  
Vice President for Clinical Academic Affairs

05/04/12  
Date

LEXINGTON DIVISION OF FIRE AND EMERGENCY MEDICAL SERVICES

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

EXAMINED FOR FORM & LEGALITY  
OFFICE OF LEGAL COUNSEL  
UNIVERSITY OF KENTUCKY  
BY:   
ATTORNEY AT LAW