

AGREEMENT BETWEEN
THE UNIVERSITY OF KENTUCKY
AND
LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT

This Agreement is made and entered into this 1st day of September, 2024, the (“Effective Date”), by and between the UNIVERSITY OF KENTUCKY COLLEGE OF MEDICINE, DEPARTMENT OF ORTHOPAEDIC SURGERY AND SPORTS MEDICINE, hereinafter “UK”, located at 800 Rose Street, Lexington, KY 40536, and the LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT for the use and benefit of the Lexington Fire Department, hereinafter “LFD”, located at 219 East 3rd Street, Lexington, KY 40508, and provides:

I. PURPOSE:

This Agreement is being established to provide coverage by a Certified Athletic Trainer (“ATC”) for LFD’s firefighters.

II. UK RESPONSIBILITIES:

A. ATC Coverage:

1. UK will supply one (1) ATC, subject to the terms of Section II(D) below, to provide athletic training services to LFD firefighters. Said services shall be limited to:

- i. The evaluation and treatment of minor injuries.
- ii. The application of first aid and other medical assistance as may be reasonable and possible under the circumstances, pending the arrival of emergency services in the event of major injuries.
- iii. Preventative taping, strapping and bracing of firefighters as needed.
- iv. Providing nutritional information to firefighters.
- v. Providing basic educational information to student trainers and managers.
- vi. Providing recommendations for exercise and/or other physical measures for minor injuries under the direction, supervision and review of a licensed physician.

2. All services will be provided at LFD facilities.

3. The ATC will utilize an Injury Surveillance Tracking system, which shall include a concussion tracking system, to help identify patterns of injury, assist in creating individualized injury prevention programs, and shall save injury data for annual comparisons.

4. The ATC shall provide and maintain accurate records and documentation through injury tracking software. Records shall include any treatment provided by The ATC for all athletic injuries, all concussion tracking and monitoring, and all

rehabilitation procedures provided by the ATC. All Medical Records and documentation are the property of UK.

5. The ATC shall facilitate communication among injured firefighters, LFD's Chief or its designee.

6. A licensed physician shall be available for consultation 24 hours per day, 7 days per week through UK's offices at the University of Kentucky Chandler Medical Center.

7. The ATC will be onsite at LFD facilities each Monday through Friday from 8 AM to 5 PM, excepting University holidays. LFD and UK will work jointly to develop a schedule for coverage detailing which LFD facility the ATC will be at on each particular day.

B. Reporting:

The ATC will work closely with the LFD Chief to monitor, track and report all medical care activities, manage financial and insurance information, and ensure compliance with all applicable regulations.

C. ATC Qualifications:

Each ATC provided by UK under this Agreement shall have the following qualifications:

- i. Certified by the National Board of Certification
- ii. Licensed by the Kentucky Board of Medical Licensure
- iii. Maintain current, up-to-date CPR and first aid certifications.

D. Staffing Contingency:

UK's obligation to provide the services described herein is expressly contingent on UK's ability to identify and hire ATC(s) who meet all requirements to be employees of UK and the qualifications described above. UK shall diligently work to identify, employ, and provide the ATC(s) required by this Agreement prior to the Effective Date. Should UK be unable to employ and provide ATC(s) prior to the Effective date, UK shall notify the LFD in writing, and the compensation to UK described in Section IV below shall be pro-rated based upon the actual date at which UK can provide the Services described herein.

III. LFD RESPONSIBILITIES:

A. Provision of Space and Supplies:

1. LFD shall provide a dedicated area reasonably acceptable to UK (the "Athletic Training Room") to be used for the provision of training services. The Athletic Training Room must be handicap accessible.

2. LFD shall provide all reasonably necessary supplies and equipment required in connection with the performance of the services. Any supplies and equipment furnished by LFD and not consumed in the performance of the services shall be returned to LFD upon this Agreement's expiration or earlier termination.

3. At a minimum LFD must provide the following equipment at Athletic Training Room:

- i. Portable Automated External Deliberator (AED)
- ii. Access to ice and/or ice machine at LFD
- iii. Access to water at LFD

4. LFD shall maintain a budget for athletic training supplies from which any medically necessary items can be purchased by the ATC, subject to LFD approval. ATC shall ensure amounts of supplies on hand are sufficient based on the number of firefighters.

B. Communication:

1. LFD shall designate LFD's Chief to serve as UK's primary contact for communications with LFD.

2. LFD shall ensure station heads and the Chief provide adequate time to meet with the ATC each year to establish priorities and goals related to athletic training.

4. LFD shall ensure that the Chief and station heads cooperate with the ATC to develop reporting schedules as defined above.

C. Non-Solicitation:

During the initial term and any renewal terms of this Agreement, and for a period of twelve (12) months after the expiration or early termination of this agreement, LFD shall not, directly or indirectly, without the express written consent of UK, solicit, contract, engage, hire or employ any person who is, or at any time was, an employee of UK and provided services to LFD under the terms of this Agreement.

IV. COMPENSATION:

A. In consideration of the services above provided by UK, LFD agrees to the following:

1. LFD will allow UK to hang a banner advertisement at specified location for no additional cost.
2. LFD shall remit the following sums to UK as directed below:

a) Year 1 (September 1, 2024-August 31, 2025):

\$100,000.00

UK has contracted with Kentucky Medical Services Foundation, Inc. (KMSF) for fiduciary management of professional fees. KMSF shall invoice LFD for one-half of the annual fee September 1 of each contract year, and shall invoice the remaining balance March 1 of each contract year. LFD shall remit payment for each installment due within 30 days of the invoice date to the following address:

Kentucky Medical Services Foundation, Inc.
PO Box 587
Lexington, KY 40588-0587

V. TERM OF THE AGREEMENT.

A. This Agreement shall be one (1) year in duration, commencing on September 1, 2024, and ending on August 31, 2025. At any time during the term of this Agreement either party may terminate this Agreement without cause by providing thirty (30) days' written notice to the non-terminating party.

B. The parties agree to meet in January of each contract year to reevaluate the terms of this Agreement. Cancellation or re-negotiation of costs or services provided under this Agreement may only be initiated by the party desiring the cancellation or re-negotiation by providing written notice no later than ninety (90) days prior to the end of the current school year.

C. Though the Agreement will be paid on a semi-annual basis, because the Agreement may extend for more than one LFD calendar year, the parties acknowledge that the Kentucky Constitution and various Kentucky statutes preclude LFD from obligating the expenditure of funds in excess of its revenue for a given LFD calendar year. Therefore, LFD specifically reserves the right to terminate this Agreement during any subsequent LFD calendar year, reserving the rights for LFD to budget sufficient sums in subsequent LFD calendar years during the term of this Agreement to keep the Agreement in effect for its full term.

D. Termination:

1. Either party may terminate this Agreement if either party fails to perform at the levels specified herein. Prior to terminating this Agreement for poor or non-performance, the following steps shall be taken by the terminating party:

- i. Remit a letter to the nonperforming party describing the deficiencies in question and providing a timeline to correct the deficiencies.
- ii. If the timeline given to correct deficiencies is not met, notify the nonperforming party in writing of its intent to terminate the Agreement if issues are not corrected by a specified date.
- iii. If the specified date passes without the deficiencies being corrected, remit a letter terminating the Agreement.

2. UK may terminate this Agreement for Monetary Default, if LFD fails to pay UK any fee, expense or other sum of money when due in accordance with the provisions of Section IV. UK will provide LFD with an opportunity to cure within thirty (30) days of notice thereof. Should LFD fail to cure the breach within thirty (30) days of any notice from UK, this Agreement will terminate and all Services provided to LFD hereunder will cease immediately.

3. If reasonable attempts to reconcile differences in the implementation of the terms of this Agreement are unsuccessful, established LFD policies and goals shall prevail over UK terms and conditions. LFD shall provide UK with written documentation of such decisions.

VI. CORPORATE COMPLIANCE:

LFD 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 days a week compliance Comply-Line. LFD has been informed that a copy of the UK compliance plan is on file in the Purchasing Office or can be viewed online at <https://www.ukhealthcare.uky.edu/staff/corporate-compliance/policy-manual> and is encouraged to review the plan from time to time during the term of this Agreement. LFD recognizes that it is under an affirmative obligation under the plan to immediately report to UK'S Corporate Compliance Officer through the comply-line 1-877-898-6072, in writing or directly (859) 323-8002 any actions by a UK agent or employee which LFD believes, in good faith, violates an ethical, professional or legal standard. It is understood that should LFD be found to have violated this obligation or any other applicable provision of the UK compliance plan, UK may, at its sole discretion, terminate this Agreement upon written notice.

Nothing in this Agreement contemplates 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 for a thirty (30) day period. If at the end of this period, no compromise can be reached, the Agreement will terminate.

VII. LIABILITY:

A. UK is an agency and instrumentality of the Commonwealth of Kentucky, is vested with sovereign immunity and is subject to the jurisdiction of the Kentucky Claims

Commission and the statutory provisions of KRS 49.030 seq. for the recovery of tort claims made against UK, its agents, officers or employees. UK is self-insured pursuant to the provisions of KRS 164.939 et seq. which provides for the paying of claims or judgments resulting from any tort or breach of duty based on health care services rendered or which should have been rendered by UK or its agents. Agents of UK include members of the Board of Trustees, faculty, staff, nurses, volunteer workers, employees, students, physicians and dentists providing care within the scope of their duties or courses of study. In addition, UK maintains professional, commercial excess general and medical malpractice liability insurance for itself, its agents, officers, employees and students.

B. In the manner and to the extent provided by the laws of the Commonwealth of Kentucky, LFD shall be responsible for any and all losses, claims, demands, damages, actions, costs and charges for any injury to property or loss of life or property resulting from, are directly connected with, arise or are alleged to have arisen from LFD's activities pursuant to this Agreement, unless such injury or loss arises from the negligence of UK. LFD is not responsible for the negligent or willful acts or omissions of UK, its officers, agents or employees.

VIII. RISK MANAGEMENT:

LFD's administrator and UK's Office of Risk Management will inform each other of any lawsuit which is threatened, or any patient care event which causes or contributes to injury or death, and could result in a lawsuit, if a UK student, resident, or faculty member is involved with said patient's care.

IX. NONDISCRIMINATION:

The University of Kentucky complies with the federal and state constitutions, and all applicable federal and state laws, regarding nondiscrimination. The University provides equal opportunities for qualified persons in all aspects of University operations, and does not discriminate on the basis of race, color, national origin, ethnic origin, religion, creed, age, physical or mental disability, veteran status, uniformed service, political belief, sex, sexual orientation, gender identity, gender expression, pregnancy, marital status, genetic information, social or economic status, or whether the person is a smoker or nonsmoker, as long as the person complies with University policy concerning smoking.

X. PERSONAL INFORMATION SECURITY:

To the extent either party receives Personal Information as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, 61.932 and 61.933 (the "Act"), the receiving party shall secure and protect the Personal Information by, without limitation: (i) complying with all requirements applicable to non-affiliated third parties set forth in the Act; (ii) utilizing security and breach investigation procedures that are appropriate to the nature of the Personal Information disclosed, at least as stringent as UK's and reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation, or destruction; (iii) notifying the other party of a security

breach relating to Personal Information in the possession of the receiving party or its agents or subcontractors within seventy-two (72) hours of discovery of an actual or suspected breach unless the exception set forth in KRS 61.932(2)(b)2 applies and receiving party abides by the requirements set forth in that exception; (iv) cooperating with the other party in complying with the response, mitigation, correction, investigation, and notification requirements of the Act , (v) paying all costs of notification, investigation and mitigation in the event of a security breach of Personal Information suffered by receiving party; and (vi) at the other party's discretion and direction, handling all administrative functions associated with notification, investigation and mitigation.

XI: MEDICAL RECORDS:

Any patient medical records generated in connection with any services provided pursuant to this Agreement shall be maintained by UK, who shall maintain such medical records in compliance with and for all periods required by law. UK will, on request from LFD, make such records available to LFD to the extent permitted by law, including patient safety activities.

XII. NOTICES:

Any notices required or deemed appropriate under this Agreement shall be sent certified mail, return receipt requested, to the following addresses:

UK:

University of Kentucky
Director of Strategic Healthcare Contracting
317 Charles T. Wethington Building
900 S. Limestone Street
Lexington, KY 40536-0200

LFD:

Lexington Fire Department
Attn: Jason Wells, Fire Chief
219 E. Third Street
Lexington, KY 40508

XIII. COMPLIANCE WITH LAWS AND REGULATIONS:

A. UK will obtain any necessary governmental licenses or permits and comply with all local, federal and state codes and ordinances without cost to LFD.

B. All services provided will comply with all applicable federal, state and local regulations.

C. This Agreement is being executed and performed in and under the laws of the Commonwealth of Kentucky. Any judicial proceeding undertaken regarding this Agreement shall take place in the courts of Franklin County, Kentucky.

XIV. INDEPENDENT CONTRACTOR STATUS:

In the performance of this Agreement it is mutually understood and agreed that each party is at all times acting and performing as an independent contractor with, and not as an employee, agent, or joint venture of, the other party.

XV. CHANGES IN LAW:

The Parties are entering into this Agreement intending to comply with all provisions of applicable law and regulations. If it is the reasonable opinion of counsel with expertise in health care law selected by UK that, due to new or existing state or Federal laws, rules or regulations or due to any action of any governmental authority to enforce or interpret any existing state or Federal law, rule or regulation ("Applicable Law"), the transaction contemplated by this Agreement does not comply, or is not reasonably likely to be found by a court with authority to comply with Applicable Law, then Parties shall negotiate in good faith to attempt to alter their legal relationship to comply with Applicable Law while preserving the material terms of their relationship. In the event that such compliance cannot be accomplished or achieved, this Agreement shall be terminated upon the expiration of sixty (60) days from the receipt by the Parties of the legal opinion of counsel selected as provided herein, without liability of either Party.

XVI. SEVERABILITY & ASSIGNABILITY:

A. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision.

B. No Party may assign or subcontract any portion of this Agreement without the prior written consent of the other Party; provided, however, that LFD expressly acknowledges that any assignment by UK to an entity controlled by, controlling or under common ownership with UK or arising out of any merger, reorganization, or consolidation of UK shall not require the consent of LFD.

XVII. ELECTRONIC STORAGE/SIGNATURE:

The parties hereto agree and stipulate that the original of this Agreement, including the signature page, may be scanned and stored in a computer database or similar device, and that any printout or other output readable by sight, the reproduction of which is shown to accurately reproduce the original of this document, may be used for any purpose just as if it were the original, including proof of the content of the original writing.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same agreement. Any electronically transmitted signature or photocopy of a signature to this Agreement shall be deemed an original signature to this Agreement and shall have the same force and effect as an original signature. For purposes of this Section, an "electronically transmitted signature"

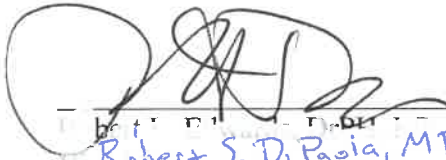
means a manually-signed original signature that is sent in the form of a facsimile or sent via the internet as a "pdf" (portable document format) attached to an e-mail message.

XVIII: SIGNATURES:

WITNESS the signatures of the parties hereto to the duplicate originals:

UNIVERSITY OF KENTUCKY


LEXINGTON FAYETTE URBAN
COUNTY GOVERNMENT




Robert S. DiPasia, MD
CO-EVPHA

Linda Gorton
Mayor

Recommended By:



Charles H. Griffith, III, MD, MSPH
Dean, College of Medicine



Jeffrey Selby, MD
Chair, Department of Orthopaedic Surgery &
Sports Medicine