

PARAMEDIC TRAINING PROGRAM AGREEMENT

This Agreement made and entered into this 30th day of August, 2023, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government organized pursuant to KRS Chapter 67A (herein referred to as "Urban County Government") and the **Winchester Fire and Emergency Services**, a governmental entity organized pursuant to KRS Chapter 65 (herein referred to as "Winchester");

WITNESSETH:

WHEREAS, the Urban County Government's Division of Fire and Emergency Services conducts, on an annual basis, a Paramedic Training Program (the "Program") as a state approved emergency medical services institution; and

WHEREAS, successful completion of a paramedic training program is one of the prerequisites to obtaining state certification as a paramedic; and

WHEREAS, Winchester desires for its employee to enroll in and attend the Urban County Government's Program;

NOW, THEREFORE for and in consideration of the mutual promises and covenants herein expressed, Urban County Government and Winchester agree as follows:

1. The Urban County Government, acting through its Division of Fire and Emergency Services, agrees to allow one (1) paramedic student employed by Winchester to participate in the Urban County Government's Paramedic Training Program, including the classroom training, clinical training and field internship

components of the Program. The following conditions shall apply to Winchester's participating students:

A. Paramedic student shall be an employee of Winchester.

B. Paramedic students shall attend training classes, perform clinical rounds, and be assigned to Urban County Government's emergency care units for field internships only while they are on duty with Winchester Fire and EMS Service.

C. Paramedic students shall comply with all applicable state laws and regulations, as amended.

D. Paramedic students shall comply with all applicable Urban County Government ordinances, resolutions, policies and procedures, including but not limited to the Alcohol and Drug Free Work Place, Violence in the Workplace, and Sexual Harassment Complaint policies.

E. Paramedic students shall comply with all terms and conditions agreed to by the Urban County Government or established by the entity operating a paramedic clinic training site while the student is performing clinical rounds at that site.

F. Winchester shall promptly provide the Urban County Government with all information needed for the Urban County Government to comply with its statutory and regulatory duties as a state approved EMS Educational institution.

2. Winchester represents and warrants that, not less than thirty (30) days prior to the commencement of the Program, its paramedic student will have applied and received permission from the Kentucky Board of Emergency Medical Services to enroll as paramedic students. Winchester shall provide prompt written notice to the Urban

County Government if at any time during a paramedic student's participation in the Program the student is no longer eligible to continue such participation.

3. The Urban County Government Division of Fire and EMS will develop the curriculum to be used in the Program, including the instruction portion and the clinical learning experience portion of the curriculum. It will provide qualified instructors, all necessary teaching aids, reference books, classroom supplies and any other teaching materials needed for the Program.

4. The Urban County Government will Charge Winchester or its paramedic student a tuition fee of \$5000. The tuition will cover all expenses required for Winchester's paramedic student to participate in the Program. The tuition will cover the cost of textbooks, independent mini-course fees (*e.g.*, for ACLS, PALS, AMLS, PHTLS, TECC and PEPP training material), Platinum Education group testing and skill tracking access, state application and certification fees, and National Registry fees.

5. Winchester agrees that its paramedic student is at all times its employee 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.

6. Winchester agrees to indemnify and hold harmless the Urban County Government, its agents, employees, successors and assigns, and elected or appointed officials against and from any and all claims whatsoever for any injuries arising from the actions of Winchester's paramedic student while participating in the Program, including such times as the students are assigned to Urban County Government emergency care

units whether or not such units are on an emergency run. Winchester's 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 Winchester's student.

7. Winchester similarly agrees to indemnify and hold harmless the Urban County Government, its agents, successors and assigns, and elected or appointed officials against and from any and all claims whatsoever for any injuries to or illnesses of the paramedic students while participating in the Program, including such times as they assigned to Urban County Government emergency care units whether or not said units are on an emergency run.

8. Winchester further agrees to resist or defend any claim or proceeding against the Urban County Government, its agents, employees, successors and assigns, and elected or appointed officials, by counsel, reasonably satisfactory to the Urban County Government.

9. The parties mutually agree that the paramedic student is to be considered employee or agents of the Urban County Government 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.

10. Winchester 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 paramedic intern students participating under the terms of this Agreement. 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.

11. The initial term of this Agreement shall be for a period of one (1) year commencing on September 4, 2023, and continuing until September 4, 2024. It shall automatically renew for ten (10) 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.

12. 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.

13. Urban County Government and Winchester 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.

13. 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 the Urban County Government may deny participation to or terminate the participation of any Winchester student at any time and for any or no reason.

14. 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.

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

16. 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 the Urban County Government:

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

To Winchester Fire and Emergency Services:

Winchester Fire and Emergency Services
44 N. Maple Street
P.O. Box 40
Winchester, KY. 40392
Attn.: Fire Chief

17. 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.

18. 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 the powers of the Urban County Government and Winchester 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.

