

MEMORANDUM OF UNDERSTANDING
LEXINGTON COMMUNITY PARAMEDICINE PROGRAM

This Memorandum of Understanding (“MOU”) is made and entered into on this ___ day of November, 2019 by and between (1) Lexington Fayette Urban County Government (“LFUCG”), (2) University of Kentucky (“UKHC”), (3) Saint Joseph Health System, Inc. d/b/a CHI St. Joseph Health (“CHI – St. Joseph Health”), and (4) Baptist Health Care System, Inc. d/b/a Baptist Health Lexington (“BHL”), (UKHC, CHI – St. Joseph Health, and BHL may collectively be referred to herein as the “Hospitals”).

WITNESSETH

WHEREAS, LFUCG has previously provided community paramedicine services in a mobile integrated healthcare program pursuant to grant and local funding; and

WHEREAS, all of the parties recognize the community benefit from the provision of these services; and

WHEREAS, the current funding for such services was for a limited time; and

WHEREAS, the Hospitals are willing to fund the continuation of the services as further provided herein, which program may be referred to as the Lexington Community Paramedicine Program Partnership (the “Program”).

NOW, THEREFORE, in consideration of the mutual covenants expressed herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, LFUCG, UKHC, CHI – St. Joseph Health, and BHL, hereby covenant and agree as follows:

1. The above recitals are incorporated herein as if fully stated.
2. It is the parties’ intent to continue the operation of the Program in substantially the same form of operation that currently exists as of the date of this MOU through the creation of the relationship established through this MOU, with LFUCG providing the necessary personnel, equipment, emergency vehicles and training. The goals of the program are to reduce the use of E911 and the Hospitals’ emergency department services for patients who do not require

emergency department level of treatment, attempt to reduce unnecessary hospital readmissions for patients, and create an environment wherein all parties are able to innovate and create a hospital patient management which improves patient outcomes. The Program is comprised of LFUCG providing a team/unit of Paramedics, a Social Worker (as needed), and Police (as needed) in order to assist patients with managing medical and related conditions without need for treatment at the Hospitals' emergency departments.

3. In return for the funding provided by each Hospital under this MOU, LFUCG agrees to provide the necessary personnel, equipment and emergency vehicles for the operation of the Program for as long as the funding is sufficient to pay the costs associated with the Program, which consists of the payment for necessary overtime related to the personnel manning the Program.

4. The Hospitals agrees to pay to LFUCG the following by no later than February 1, 2020:

- a. UKHC - \$75,000
- b. CHI – St. Joseph Health - \$75,000
- c. CBH - \$50,000

5. Based on the above funding, LFUCG agrees to operate the Program for at least one (1) year. If the funding is sufficient to operate the Program for more than one year, LFUCG will continue to run the Program until the funds are exhausted. Any of the parties are free at any time to provide additional funding in order to ensure the continuation of the Program for a longer duration but this shall in no way obligate any other party to provide any additional funding absent a written agreement with that party.

6. LFUCG shall provide the Hospitals with specific updates each quarter as to the expenditure of the funds, total number of patients served and the hospital affiliation of each patient.

7. This MOU shall be effective upon execution of the parties hereto and shall continue to be in effect until the funding is exhausted or until such time as it is superseded by one or more additional agreements.

8. Any party may terminate its affiliation with the Program by providing the other parties with at least sixty (60) days advance written notice.

9. The terms and conditions of this MOU shall be binding upon and shall inure to the benefit of the successors and assigns of the parties. This provision shall not be construed to permit assignment by any party of any of its rights and duties under this MOU, which assignment shall be prohibited except with the prior written consent of all parties hereto.

10. The parties acknowledge that none of the benefits granted to any party hereunder are conditioned on any requirement that a party make referrals to, be in a position to make referrals to, or otherwise generate business for any other party.

11. In the performance of their respective duties and obligations under this MOU, each party shall at all times be acting and performing as an independent contractor, and nothing in this

MOU shall be construed or deemed to create a relationship of employer and employee, partner, joint venturer, or principal and agent.

12. This MOU does not create a contractual relationship with or right of action in favor of a third party against LFUCG or any of the Hospitals. LFUCG agrees that it is solely responsible and liable for the actions of its employees in operating the Program

13. This MOU sets forth the entire understanding of the parties with respect to the subject matter hereof, and may be modified only by a written instrument duly executed by each of the parties hereto.

13. The parties agree that any suit, action or proceeding with respect to this MOU may only be brought in or entered by, as the case may be, the courts of the Commonwealth of Kentucky.

14. All notices, requests, demands, waivers, and other communications given as provided in this Agreement shall be in writing, and shall be addressed as follows:

LFUCG:
Ken Armstrong, Commissioner of Public Safety
Government Center
200 East Main Street
Lexington, Kentucky 40507

UKHC:
Colleen Swartz

Lexington, KY 405__

CHI – St. Joseph Health:
Missy Hicks

Lexington, KY 405__

BHL:
Karen Hill
1740 Nicholasville Road
Lexington, KY 40503

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding as of the date first above written.

Lexington-Fayette Urban County Government

University of Kentucky

By: _____
Linda Gorton, Mayor

By: _____
Mark F. Newman, M.D., EVPHA

CHI - St. Joseph Health

**Baptist Health Care System, Inc.
d/b/a Baptist Health Lexington**

By: _____
Title:

By: _____
Title: