

# MEMORANDUM OF UNDERSTANDING

Between

**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT and  
ST. JOSEPH HEALTH SYSTEM, INC.**

## I. Parties

This Memorandum of Understanding is between Saint Joseph Health System, Inc. (“Hospital”) and Lexington-Fayette Urban County Government (“LFUCG,” with Hospital, the “Parties”) on behalf of the Lexington Police Department. Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation which exists between these agencies and is designed to be utilized in conjunction with the Sexual Assault Nurse Examiner Program Agreement, separately executed by the Parties.

The Parties agree to the following central points of contact with respect to this MOU:

Saint Joseph Health System, Inc.

Saint Joseph Health System, Inc.  
1 St. Joseph Drive  
Lexington, Ky, 40504  
Attention: Market Chief Executive Officer

Lexington-Fayette Urban County Government  
LFUCG Division of Police, Special Victims Unit  
150 East Main Street  
Lexington, KY 40507  
Attn: Angela Wallace, SANE Coordinator

Unless otherwise agreed to, all information-sharing between the Parties described in this MOU will flow between these points of contact. The Parties agree to share a contact list with their point of contact for implementation of this MOU, and to notify the Parties of any changes to their points of contact as soon as practicable.

## II. Purpose

The purpose of this MOU is to meet statutory and regulatory requirements established in KRS 216B.400 and 502 KAR 12:010 (*relevant portions found in Appendix A*) relating to the storage of nonreported sexual assault forensic evidence samples (samples). Nonreported means that the person who received the forensic exam has chosen not to report the incident to police. Under Kentucky law, nonreported samples, including kits, must be stored for at least one year. This timeframe saves any potential forensic evidence while the person has time to consider whether they want to report to police. The law requires that nonreported samples are stored at a designated storage facility which includes, “an examination facility, local law enforcement agency, or other

agency that has an agreement with an examination facility to provide secure storage for samples collected during sexual assault forensic-medical examinations that are not immediately reported to law enforcement.” This MOU is intended for when the examination facility is not acting as its own designated storage facility and instead, agrees for nonreported samples to be stored elsewhere.

### III. Responsibilities of each party

#### Hospital responsibilities:

1. Maintain the confidentiality of patient’s personally identifying information.
2. Note the storage location of kit/samples within kit tracking database, where applicable.
3. Notify the patient that the nonreported kit/samples will be stored with the Lexington Police Department for a period of one (1) year, and explain that this does not mean that the case is being reported to law enforcement.
4. Obtain the necessary patient consent on the necessary designated forms.
5. Provide patient with information about the kit tracking database, along with their kit number.
6. Provide patient with information about whom the victim / patient may contact to file a report or authorize the release of samples, and notification that the sample will automatically be destroyed if the victim does not request release of samples to law enforcement within one year of the collection.
7. Notify the Lexington Police Department within 24 hours of kit/sample collection that there is a nonreported kit/sample that needs to be picked up for storage.
8. Maintain a locked, temporary storage area, and an evidence log from time of collection until nonreported kit/sample is picked up by the Lexington Police Department
9. Upon notification that a kit/sample is removed, moved, or destroyed from the Lexington Police Department’s possession, the kit tracking database shall be updated by Hospital to reflect the change.
10. In the event that a patient wishes to make a police report at a later date, Hospital may provide the patient with information on reporting and help connect them with the appropriate law enforcement agency with jurisdiction. Upon written consent by the patient/victim, the nonreported kit/sample shall be transferred to the law enforcement agency that holds jurisdiction, and the kit tracking database shall be updated.
11. Follow any applicable storage and destruction laws and policies.

#### LFUCG responsibilities:

1. Pick up nonreported kit/sample within 24 hours of notification for storage.
2. Store nonreported kit/sample based on kit tracking number and not ask for identifying information about the victim or incident.
3. Maintain a separate area, clearly labeled, for nonreported kits/samples within their evidence rooms and understand that nonreported kits do not get sent to the laboratory for testing.
4. In the event that a patient/victim wishes to make a police report at a later date and contacts the Lexington Police Department, the Lexington Police Department may provide the patient/victim with information on reporting and help connect them with the appropriate law enforcement agency with jurisdiction. Upon written consent by the patient/victim, the Lexington Police Department shall notify the law enforcement agency that holds jurisdiction within one week to make arrangements for the transfer of the nonreported kit/sample.
5. Follow any applicable storage and destruction laws and policies.


IV. Term and Termination

The initial term of this MOU is effective upon signature by each Party and ends on December 31, 2024, and may be extended in writing, signed by each Party's contact.

This MOU may be terminated upon thirty (30) days' notice by any Party. Any amendments or termination shall be done in writing. In the event of termination, there shall be a plan in place for a new designated storage facility. If there is no plan, the default designated storage facility is within the examination facility.

\_\_\_\_\_  
Mayor Linda Gorton, LFUCG

\_\_\_\_\_  
Date

  
\_\_\_\_\_

  
\_\_\_\_\_

Anthony A. Houston, Ed.D., FACHE  
Market CEO  
CHI Saint Joseph Health

Date

## Appendix A

### Portions of Relevant Laws

**KRS 216B.400 Emergency care -- Examination services for victims of sexual offenses -- Examination expenses paid by Kentucky Claims Commission -- Reporting to law enforcement -- Examination samples as evidence.**

(10)

- (a) Each victim shall have the right to determine whether a report or other notification shall be made to law enforcement, except where reporting of abuse and neglect of a child or a vulnerable adult is required, as set forth in KRS 209.030 and 620.030. No victim shall be denied an examination because the victim chooses not to file a police report, cooperate with law enforcement, or otherwise participate in the criminal justice system.
- (b) If the victim chooses to report to law enforcement, the hospital shall notify law enforcement within twenty-four (24) hours.
- (c)
  - 1. All samples collected during an exam where the victim has chosen not to immediately report to law enforcement shall be stored, released, and destroyed, if appropriate, in accordance with an administrative regulation promulgated by the Justice and Public Safety Cabinet in consultation with the Sexual Assault Response Team Advisory Committee as defined in KRS 403.707.
  - 2. Facilities collecting samples pursuant to this section may provide the required secure storage, sample destruction, and related activities, or may enter into agreements with other agencies qualified to do so, pursuant to administrative regulation.
  - 3. All samples collected pursuant to this section shall be stored for at least one (1) year from the date of collection in accordance with the administrative regulation promulgated pursuant to this subsection.
  - 4. Notwithstanding KRS 524.140, samples collected during exams where the victim chose not to report immediately or file a report within one (1) year after collection may be destroyed as set forth in accordance with the administrative regulation promulgated pursuant to this subsection. The victim shall be informed of this process at the time of the examination. No hospital, sexual assault examination facility, or designated storage facility shall be liable for destruction of samples after the required storage period has expired.

## 502 KAR 12:010 Sexual Assault Forensic-medical protocol

*(Note: portions of this regulation are outdated due to the passage of the SAFE Act in 2016. Updates have been submitted and we are waiting for the process to move forward. One major change is that nonreported kits must be stored for at least one year.)*

Section 1 (2) "Designated storage facility" means an examination facility, local law enforcement agency, or other agency that has an agreement with an examination facility to provide secure storage for samples collected during sexual assault forensic-medical examinations that are not immediately reported to law enforcement.

Section 2 (3) Optional Reporting to Law Enforcement.

- (a) Ask the victim whether she or he wants to report the incident to law enforcement;
- (b) If the victim chooses to report the incident to law enforcement, obtain the victim's consent for treatment and authorization for release of information, and contact law enforcement; and
- (c) If the victim chooses not to report to law enforcement, information or samples shall not be released to law enforcement, unless the victim has specifically authorized the release of information or samples;

Section 4 (6) If the victim chooses not to report to law enforcement, information about:

- (a) Length of time samples will be stored;
- (b) Whom the victim may contact to file a report or authorize the release of samples; and
- (c) Whether the samples will be automatically destroyed or transferred for extended storage if the victim does not request release of samples to law enforcement within the specified period.

Section 5. Storage and Transfer of Samples.

- (1) Chain of custody documentation shall be maintained throughout all storage and transfer procedures. (
- 2) All samples shall be stored under circumstances that restrict access to reduce the likelihood of tampering and protect the chain of custody. The number of individuals with access to the storage area shall be limited to the minimum number possible.
- (3) The following information shall be maintained for each sample stored:
  - (a) Patient identifier;
  - (b) Date collected;
  - (c) Description of sample;
  - (d) Signature of the collecting medical professional;
  - (e) Date and time entered into storage and signature of person receiving; and
  - (f) Date and time removed from storage, signature of person removing, and purpose of removal.
- (4) If the victim chooses to report the incident to law enforcement as a crime or has authorized the release of samples to local law enforcement for secure storage, the examination facility shall transfer samples to local law enforcement officials as soon as possible.

- (5) If the victim chooses not to report the incident to law enforcement as a crime when the examination is performed, the examination facility shall arrange for the samples to be stored securely for at least ninety (90) days.
- (6) The examination facility may either store samples or transfer samples to a designated storage facility.
- (7) The examination facility shall maintain documentation regarding transfers of samples.
- (8) Facilities or agencies providing secure storage of samples under this section shall assure compliance with subsections (5) and (6) of this Section within a locked or otherwise secure container in a limited-access location.
- (9) Storage agreements: (a) May be long-term or case specific; and (b) Shall designate sending and receiving facilities and certify compliance with subsections (1) through (9) of this section.
- (10) If the victim chooses not to report the incident to law enforcement as a crime when the examination is performed, samples shall not be released to a law enforcement agency except if:
- (a) The local law enforcement agency receiving samples has entered into an agreement to serve as a designated storage facility;
  - (b) The victim later chooses to file a delayed report; or
  - (c) Pursuant to court order.

Section 6. Removal of Samples from Secure Storage. Samples shall not be permanently removed from storage except if:

- (1) The victim authorizes release of samples to a law enforcement agency or other entity;
- (2) The time frame for storage has lapsed, as established by Section 5(5) of this administrative regulation;
- (3) The victim authorizes the destruction of the samples; or
- (4) A court order has been issued for release or destruction.

Section 7. Destruction of Samples.

- (1) Ninety (90) days after the sample was collected, the examination facility or designated storage facility may destroy the sample at any time in accordance with the facility's policy.
- (2) Destruction shall be conducted using biohazard precautions.
- (3) Destruction shall be documented by the examination facility or designated storage facility that stored the samples.
- (4) Samples may be destroyed upon the request of a victim. The victim's request for destruction shall be documented by the examination facility and designated storage facility, if used.