

MEMORANDUM OF UNDERSTANDING
LEXINGTON COMMUNITY PARAMEDICINE PROGRAM PARTNERSHIP

This Memorandum of Understanding (this "Agreement"), is made and entered into this 12th day of December, 2024 (the "Execution Date"), by and between Saint Joseph Health System, Inc., a Kentucky non-profit corporation ("System") and between Lexington Fayette Urban County Government ("LFUCG"). This Agreement shall become effective on _____, 2024 (the "Effective Date").

RECITALS

- A. System owns and operates acute care hospitals in Lexington, Kentucky, which provides a full range of medical services to its patients with the undertaking to improve the quality of medical care available to citizens of the Commonwealth of Kentucky.
- B. WHEREAS, LFUCG operates a community paramedicine services in a mobile integrated healthcare program pursuant to grant and local funding, employing community paramedics who are specially trained to conduct in-home patient assessments and provide specific primary health care and preventive services (the "Services").
- C. WHEREAS, the community paramedic model helps physicians monitor the health of vulnerable patients, thereby producing better health outcomes and reducing the number of ambulance transports, visits to the emergency department, and System readmissions.
- D. WHEREAS, System has determined the necessity to partner with LFUCG's Fire Department community paramedicine team by providing System employed licensed clinical social workers and paramedics to conduct in-home patient assessments and provide specific primary health care and preventive services.
- E. WHEREAS, System has determined that entering into this Agreement with LFUCG is an appropriate way to assure satisfaction of the following objectives of advancing the charitable purposes and healing ministry of the System.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, System and LFUCG agree as follows:

SECTION 1. SCOPE OF SERVICES

1.1 Services.

(a) **System Services.** The System shall provide to support the LFUCG Community Paramedicine program, employed licensed clinical social workers and paramedics ("System Employees"). These individuals will participate in and accompany LFUCG Fire Department employees to conduct site visits concerning identified discharged patients from System's facilities who reside in Lexington, Kentucky, and act in accordance with their licensure and certifications. System Employees will utilize System's EMR system, Epic, for each patient encounter. System Employees shall also utilize LFUCG equipment and supplies for each patient encounter.

(b) **LFUCG Services.** LFUCG shall supply qualified and licensed firefighter, paramedics, social workers and other personnel to work collaboratively with System Employees to provide site visits concerning identified discharged patients from System's facilities who reside in Lexington, Kentucky. To the extent necessary, LFUCG shall supply qualified vehicles and equipment to transport System Employees and perform clinical and medical services during such site visits.

(i) LFUCG represents and warrants that it is, and covenants that throughout the Term it shall be: (a) duly licensed under Laws, in possession of all required permits, licenses, certifications, regulatory approvals, and authorizations necessary for the lawful conduct of all of LFUCG's businesses and operations. To the extent relevant to the provision of professional services hereunder, LFUCG will immediately notify System of any notices, violations, or potential violations received by LFUCG with respect to any government agency.

(ii) LFUCG personnel will act within the scope of their respective licenses and certifications. LFUCG personnel will also follow and adhere to all LFUCG policies, procedures, rules and regulations.

(c) Any Paramedic employed by the System will follow guidelines set forth by System, LFUCG's Fire Department's community paramedicine protocols and administering care within the Paramedic scope of practice for Kentucky 202 KAR 7:701, KRS Chapter 311A and 202 KAR Chapter 7. Deviation from those protocols shall only occur if the Medical Director or designated on-line medical direction orders otherwise. They will work under the System, specifically the Community Paramedicine Medical Director's license. The Community Paramedic can report to the patient's referring and primary physician(s) through verbal or written communication. The Community Paramedic can take direction from the primary care physician or specialist with the Community Paramedicine Medical Director's approval.

1.2 Compliance With Laws, Regulations, and Standards.

(a) LFUCG warrants that all of the Services to be provided hereunder, whether by it directly or by approved subcontractors, contractors or employees of LFUCG, shall comply with all applicable federal, state and local statutes, rules and regulations, and that it shall be deemed a material breach of this Agreement by LFUCG if it shall fail to observe this requirement. If such a breach is not cured in accordance with this Agreement, System may terminate this Agreement without penalty and without limiting any other rights and remedies set forth in this Agreement. Specifically, but not by way of limitation, LFUCG warrants that the Services to be provided hereunder shall comply with all applicable rules, regulations and accreditation standards or requirements of: (a) Medicare or Medicaid or other federal or state health programs; (b) The Joint Commission; (c) the Health Insurance Portability and Accountability Act of 1996 and the implementing regulations thereunder ("HIPAA"); (d) System and Medical Staff Bylaws, System policies and procedures, and all other rules and regulations established by System; (e) nationally accepted professional standards of practice; and (f) any updates or amendments to such laws, rules, regulations, requirements and standards. With respect to the Services, the parties shall execute a Business Associate Agreement in the form approved by System which shall comply with the provisions set forth in such CommonSpirit Health Business Associate Agreement, if applicable.

(b) System warrants that it shall comply with all applicable federal, state, and local statutes, rules and regulations, and that it shall be deemed a material breach of this Agreement by the System if it shall fail to observe this requirement. If such breach is not cured in accordance with this

Agreement, LFUCG may terminate this Agreement without penalty and without limiting any other rights and remedies set forth in this Agreement. Specifically, but not by way of limitation, System warrants it shall comply with all applicable rules, regulations and accreditation standards or requirements of: (a) Medicare or Medicaid or other federal or state health programs; (b) The Joint Commission; (c) the Health Insurance Portability and Accountability Act of 1996 and the implementing regulations thereunder (“HIPAA”); (d) System and Medical Staff Bylaws, System policies and procedures, and all other rules and regulations established by System; (e) nationally accepted professional standards of practice; and (f) any updates or amendments to such laws, rules, regulations, requirements and standards.

1.3 System Records; Confidentiality.

(a) Any and all patient records and charts produced as a result of either party’s performance under this Agreement shall be and remain the property of System. LFUCG shall be solely responsible for maintaining patient confidentiality with respect to any patient information obtained by LFUCG while performing under this Agreement. LFUCG shall comply, and shall cause its employees to comply, with all laws, rules, regulations, and System policies and procedures that may now or hereafter be enacted or adopted with respect to the privacy or security of protected health information, including, without limitation, the Privacy and Security Regulations and any guidelines issued by governmental authorities and any policies or procedures of System relating to HIPAA. Both during and after the Term, and subject to compliance with applicable law, LFUCG shall be permitted to inspect and/or duplicate any individual chart or record to the extent necessary to meet professional responsibilities to such patient(s), including without limitation, pursuant to patient authorization, and/or to assist in the defense of any threatened or pending malpractice or similar claim, governmental, administrative, disciplinary or other claim, investigation, action, proceeding, or audit to which such chart or record may be pertinent, and as otherwise required in compliance with any applicable law, regulation, subpoena or order; provided, however, that such inspection or duplication shall be conducted in accordance with applicable legal requirements and pursuant to commonly accepted standards of patient confidentiality and the costs of duplicating any such record(s) after the term of this Agreement shall be paid by LFUCG. This provision shall survive the expiration or termination of this Agreement for any reason.

SECTION 2. CHARGES AND COMPENSATION FOR SERVICES.

2.1 No party shall charge for the Services.

SECTION 3. TERM.

3.1 **Term.**

Unless earlier terminated as set forth in this Agreement, this Agreement shall be for a term of one (1) year, commencing on the Effective Date and ending on June 30, 2025 (the “Initial Term”) and thereafter shall automatically renew for three (3) successive one (1) year periods (each, a “Renewal Term” and together with the Initial Term, the “Term”).

3.2 **Termination Without Cause.**

Either party may terminate this Agreement at any time, without cause or penalty, by providing at least ninety (90) days’ prior written notice to the other party.

3.3 **Immediate Termination by Hospital.**

Notwithstanding anything in this Agreement to the contrary and in addition to other immediate termination provisions contained in this Agreement, System may terminate this Agreement immediately, and without penalty, upon the occurrence of any of the following events:

(a) If System reasonably determines that the continued performance of this Agreement jeopardizes System's or any of its affiliated entities' (i) licensure, (ii) participation in or recovery from any reimbursement or payment programs, (iii) accreditation status, or (iv) tax exempt or bond financing status, System shall notify LFUCG so the parties may resolve the issues. System may terminate this Agreement immediately and without penalty.

(b) Failure of LFUCG of any employee to provide Services in accordance with the requirements and standards specified in this Agreement.

(c) Failure by LFUCG to comply with the CommonSpirit Health Standards of Conduct, policies and procedures and/or Ethical & Religious Directives.

3.4 Effect of Termination.

(a) In the event of termination of this Agreement, LFUCG shall cooperate with the orderly transfer of responsibilities as identified by System. LFUCG shall have no obligation to provide the Services after termination of this Agreement. The expiration or termination of this Agreement shall not be subject to the bylaws, rules, regulations or policies of System. In the event this Agreement is terminated prior to the expiration of the Initial Term, the parties shall not enter into an agreement for the same services under different terms prior to the first anniversary of the Effective Date.

(b) In the event of the termination of this Agreement for any reason, LFUCG shall assist in the defense of known or yet to be asserted claims.

(c) Upon termination of this Agreement, the rights and obligations of the parties hereunder shall terminate except as otherwise set forth herein; provided, however, that termination shall not relieve either party of obligations imposed with respect to Services furnished prior to such termination or of those obligations which by their terms survive termination.

SECTION 4. INSURANCE.

4.1 Liability Insurance.

(a) **Insurance Limits.** Each Party shall procure and maintain professional and general commercial liability insurance covering the acts, errors and omissions of all individuals performing under this Agreement for an amount of not less than \$1,000,000.00 per claim and \$3,000,000.00 annual aggregate. Continuous coverage shall be maintained for no less than three (3) years beginning from the time that Services under this Agreement are completed. Each Party shall purchase and maintain general liability insurance covering the acts, errors and omissions of all of its employees and personnel performing under this Agreement for an amount of not less than \$1,000,000.00 per claim and \$3,000,000.00 annual aggregate. Continuous coverage shall be maintained for no less than three (3) years beginning from the time that Services under this Agreement are completed. Each Party shall obtain all other insurance to the extent required by applicable law.

(b) **Effect on Indemnification.** Nothing contained in this Section is intended or shall be construed to preclude, restrict or otherwise adversely affect the right of the Parties to seek and obtain indemnification or contribution under applicable Laws or this Agreement.

4.2 Responsibility For Own Acts. Each party shall be responsible for its own acts and omissions and shall be liable for payment of that portion of any and all claims, liabilities, injuries, suits, and demands and expenses of all kinds that may result or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by said party, its employees, contractors, agents, or subcontractors, in the performance or omission of any act or responsibility of said party under this Agreement. In the event that a claim is made against both parties, it is the intent of both parties to cooperate in the defense of said claim and to cause their insurers to do likewise. Both parties shall, however, retain the right to take any and all actions they believe necessary to protect their own interests.

4.3 Indemnification

(a) To the extent allowable by law LFUCG shall indemnify and hold harmless System against all actions, claims, demands and liabilities, and against all loss, damage, costs and expenses arising directly or indirectly out of any violation of this Agreement by LFUCG out of an actual or alleged injury to a person or to property as a result of the negligent or intentional act or omission of LFUCG, or any of LFUCG's employees, subcontractors, or agents providing the Services hereunder, in connection with LFUCG's obligations under this Agreement, except to the extent any such loss, damage, costs and expenses were caused by the negligent or intentional act or omission of System, its officers, employees or agents. This shall not be deemed a waiver of sovereign immunity or any other third-party defense available to LFUCG.

(b) System shall indemnify and hold harmless LFUCG against all actions, claims, demands and liabilities, and against all loss, damage, costs and expenses arising directly or indirectly out of any violation of this Agreement by System, or out of an actual or alleged injury to a person or to property as a result of the negligent or intentional act or omission of System or any of System's employees, subcontractors, or agents providing Services in connection with System's obligations under this Agreement, except to the extent any such loss, damage, costs and expenses were caused by the negligent or intentional act or omission of LFUCG, or LFUCG's officers, employees or agents.

SECTION 5. COMPLIANCE WITH MEDICARE REQUIREMENTS.

5.1 Applicable Medicare Regulations.

All references in this Agreement to "Medicare regulations" and all citations of "Sections" in this Section refer to those regulations contained at 42 Code of Federal Regulations, Part 415, Subpart C (415.100 to 415.130) and Subpart B (415.50 to 415.70), as those Sections now exist or as those Sections may be subsequently renumbered or revised.

5.2 Exclusion.

1. LFUCG warrants that neither it nor its principals or employees are, or have been, excluded, debarred, suspended, proposed for debarment, or declared ineligible from participation in any federally and/or state funded program ("Exclusion"). LFUCG shall immediately notify SJHS of any threatened or actual Exclusion. If LFUCG is so debarred, suspended, or excluded, this Agreement shall immediately and

automatically terminate. LFUCG shall indemnify and defend SJHS against all actions, claims, demands, liabilities, losses, damages, costs, and expenses, including reasonable attorneys' fees, arising directly or indirectly out of any Exclusion. System shall retain the right to immediately terminate this Agreement upon any action by a federal or state entity concerning the proposed or actual exclusion of LFUCG and/or its principals or employees.

5.3 Access to Books and Records.

Until the expiration of four (4) years after the furnishing of any Services pursuant to this Agreement, LFUCG shall make available upon request of the Secretary of the Department of Health and Human Services or the Comptroller General of the United States, or any of their duly authorized representatives, this Agreement and such books, documents, and records of LFUCG as are reasonably necessary to certify the nature and the reasonable costs of the services rendered pursuant to this Agreement. If LFUCG carries out any of the duties of this Agreement through a subcontract, with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request of the Secretary of the Department of Health and Human Services or upon request of the Comptroller General of the United States, or any of their duly authorized representatives, the subcontract, books, documents, and records of such organization that are necessary to verify the nature and extent of the cost of services provided pursuant to said subcontract. This Section shall survive the expiration or termination of this Agreement for any reason.

SECTION 6. INDEPENDENT CONTRACTOR.

In the performance of its obligations under this Agreement, it is mutually understood and agreed that LFUCG is at all times acting and performing as independent contractors with respect to System. LFUCG and its employees must exercise at all times their respective independent judgment and neither shall be subject to direction, control, or supervision by System in the performance of the Services which are the subject of this Agreement, except that LFUCG and its employees shall be subject to the standards set forth in this Agreement. Nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, joint venture relationship, or a lease or landlord/tenant relationship. Neither LFUCG nor any of its employees, agents, or subcontractors shall have any claim under this Agreement or otherwise against System for workers' compensation, unemployment compensation, vacation pay, sick leave, retirement benefits, Social Security benefits, disability insurance benefits, unemployment insurance benefits, or any other benefits. System shall not withhold, or in any way be responsible for, the payment of any federal, state, or local income taxes, F.I.C.A. taxes, F.U.T.A. taxes, unemployment compensation or workers' compensation contributions, Social Security, or any other payments or withholdings pursuant to any law or requirement of any governmental body/agency on behalf of LFUCG or any of its employees, agents, or subcontractors (including employees), and all such withholdings, payments, or obligations shall be the sole responsibility of LFUCG. LFUCG shall indemnify, defend, and hold harmless System from any and all loss or liability arising with respect to such payments, withholdings, obligations, and benefits. In the event that the Internal Revenue Service ("IRS") or other governmental body/agency should question or challenge the independent contractor status of LFUCG and its employees, System shall have the right to participate in any discussion or negotiation occurring with the IRS or other such governmental body/agency, irrespective of by whom such discussions or negotiations were initiated. This Section shall survive the expiration or termination of this Agreement for any reason.

SECTION 7. GENERAL PROVISIONS.

7.1 Cumulation of Remedies

Except as expressly provided herein, the various rights, options, elections, powers, and remedies of the respective parties hereto contained in, granted, or reserved by this Agreement, are in addition to any others that said parties may be entitled to by law, shall be construed as cumulative, and no one of them is exclusive of any of the others, or of any right or priority allowed by law.

7.2 Attorneys' Fees.

In the event that any action is brought by either party to enforce or interpret the terms of this Agreement, each party will cover their own attorney fees and other costs.

7.3 Notices.

All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been delivered to a party upon personal delivery to that party or: (i) one (1) business day following electronically confirmed delivery by facsimile transmission to the telephone number provided by the party for such purposes, if simultaneously mailed as provided herein; (ii) one (1) business day following deposit for overnight delivery with a bonded courier holding itself out to the public as providing such services, with charges prepaid; or (iii) three (3) business days following deposit with the United States Postal Service, postage prepaid, and in any case addressed to the party's address set forth below, or to any other address that the party provides by notice, in accordance with this Section, to the other party:

If to System: Saint Joseph Health System, Inc.
 1 St. Joseph Drive
 Lexington, Ky 40504
 Attention: Market President

And a copy to: CommonSpirit Health
 Legal Team
 1401 Harrodsburg Road, Suite A-220
 Lexington, Kentucky 40504
 Attention: System Corporate Counsel

If to LFUCG:

 Lexington Fire
 EMS Chief
 219 E. Third St
 Lexington KY, 40508

 Attn: Battalion Chief of EMS

7.4 Assignment.

Neither System nor LFUCG shall have the right or the power to assign this Agreement nor any of the rights or obligations inuring to or imposed upon it herein, and any attempted or purported assignment shall be null and void and of no effect.

7.5 Binding on Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and permissible assigns.

7.6 No Third-Party Rights.

Nothing in this Agreement shall be construed as creating or giving rise to any rights in any third parties or any persons other than the parties hereto.

7.7 Waiver.

Any waiver of any term or condition of this Agreement must be in writing and signed by the parties. No delay or failure by either party to exercise any right or remedy it may have under this Agreement shall operate as a continuing waiver of such right or remedy, or prejudice such party's right to insist upon full compliance by the other party of the terms of this Agreement.

7.8 Headings.

The headings contained in this Agreement are for convenience of reference only and shall in no way be held or deemed to be a part of or affect the interpretation of this Agreement.

7.9 Severability.

The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal, or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties.

7.10 Entire Agreement; Termination of Prior Agreement.

This Agreement contains the sole and entire agreement between the parties regarding the subject matter hereof, and supersedes any and all prior agreements between the parties, including the Prior Agreement. The parties acknowledge and agree that neither of them has made any representations with respect to the subject matter of this Agreement, or any representation inducing the execution and delivery hereof, except such representations as are specifically set forth herein, and each of the parties hereto acknowledges that it has relied on its own judgment in entering into the same. The Prior Agreement is terminated as of the Effective Date, and neither party shall have any further rights or obligations under the Prior Agreement.

7.11 Amendments.

This Agreement may be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall become effective, it shall be reduced to writing and signed by each of the parties.

7.12 Governing Law.

The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky applicable to agreements made and to be performed wholly within that state, irrespective of such state's choice-of-law principles.

7.13 Continuing Obligations.

Whether specifically identified or not, the obligations of the parties under this Agreement which

by their nature or content would continue beyond the expiration or termination of this Agreement shall survive any expiration or termination of this Agreement.

7.14 Authority to Execute.

Each party has been represented by counsel in the negotiation and execution of this Agreement. This Agreement was executed voluntarily without any duress or undue influence on the part of or on behalf of the parties hereto. The parties acknowledge they have read and understood this Agreement and its legal effect. Each party acknowledges it has had a reasonable opportunity to obtain independent legal counsel for advice and representation in connection with this Agreement. Each party further acknowledges that it is not relying on and it is not, for the purposes of the negotiation, execution and delivery of this Agreement, a client of the legal counsel employed by any other parties to this Agreement. Each of the undersigned represents and warrants that he/she has the authority to execute this Agreement on behalf of the respective party and that such action has been properly authorized.

7.15 No Requirement to Refer.

Nothing in this Agreement, whether written or oral, nor any consideration in connection herewith contemplates or requires the referral of any patient. The parties specifically acknowledge and agree that any benefits which LFUCG and its employees receive under this Agreement constitute reasonable payment for the Services provided by LFUCG and its employees hereunder. Such benefits in no way require, are in no way contingent upon, and are in no way intended to induce the admission or referral of any patients to Hospital, and this Agreement is not intended to influence the judgment of any employee in choosing the medical facility appropriate for the proper treatment and care of his or her patients. There is no requirement that LFUCG and its employees make referrals to, or be in a position to make or influence referrals to, or otherwise generate business for System as a condition for receiving such benefits. Further, LFUCG hereby represents and warrants to System that the aggregate compensation for Services provided at the System pursuant to this Agreement represents fair market value for such services and does not take into account or otherwise reflect the volume or value of referrals or other business generated for Hospital. The parties specifically do not intend to violate the federal (or any state's) Anti-Fraud and Abuse provisions (42 U.S.C. §1320a-7b(b)) or the Physician Ownership and Referral Act (42 U.S.C. §1395nn) or regulations promulgated thereunder (commonly known as the Stark Law).

7.16 Compliance with Standards of Conduct

2. LFUCG shall comply with the CommonSpirit Health ("CSH") *Standards of Conduct* as set forth in the *Our Values in Action Policy & Reference Guide* at <https://www.commonspirit.org/corporate-responsibility>.

7.17 Ethical and Religious Directives.

3. LFUCG shall comply with the United States Conference of Catholic Bishops' *Ethical and Religious Directives for Catholic Health Care Services*, available at <http://www.usccb.org/>.

7.18 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the day and year first above written.

SAINT JOSEPH HEALTH SYSTEM, INC.

By: Christy Spitzer

Name: Christy Spitzer

Title: Interim Market President

Linda Gorton

LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton

Name _____

Title: Mayor



AGREEMENT

PATIENT SAFETY ORGANIZATION (PSO) PARTICIPANT

This agreement, dated 2/12/24, reflects the PSO relationship between the **Center for Patient Safety (CPS)** and **Lexington Fayette Urban County Government (Organization)**.

I. BACKGROUND

1. The Organization desires to participate with a Patient Safety Organization (PSO) certified by the Agency for Healthcare Research and Quality (AHRQ) pursuant to the Patient Safety and Quality Improvement Act of 2005 (PSQIA) and its Final Rule. (These are described in Exhibit 1.)
2. CPS provides such services.
3. All of Organization's activities related to this agreement are undertaken voluntarily, and Organization can decide what data to report. The parties recognize that the value of the projects undertaken in relation to this agreement will depend on the quality and the quantity of data provided by Participants (including Organization) to CPS.

II. THE CENTER FOR PATIENT SAFETY AGREES:

1. It will maintain its certification as a listed PSO and will develop and implement policies and procedures to comply with AHRQ's requirements for listed PSOs, as specified in the relevant law described in Exhibit 1.
2. CPS will be a business associate of Organization, and the parties will enter into a Business Associate Agreement (BAA) that complies with the Health Insurance Portability and Accountability Act (HIPAA), the HIPAA privacy rule and the Health Information Technology for Economic and Clinical Health (HITECH) Act as they may apply. A proposed BAA is attached as Exhibit 3.
3. If CPS discloses any information that has been provided to it by any Participants, it will only share de-identified and/or aggregated information, as allowed by the PSQIA and the Final Rule.

III. FEE STRUCTURE:

1. Annual cost per year for a three (3) year period, to be billed in three (3) equal annual Installments, plus a one-time onboarding fee.

2. First payment is due upon contract execution.
3. Second payment is due 12-months thereafter and third payment is due another 12-months thereafter, continuing per agreement for successive 3-year periods. Center will invoice organization.
4. Organization's annual fee will be \$1,800 plus a one-time onboarding fee the first year of \$500.

Invoice contact name and phone number:

Send invoice via email to:

IV. ORGANIZATION AGREES:

1. It will submit data relevant to the program in which it is participating.
2. Organization will develop and implement policies that are compliant with the PSQIA, the Final Rule, and AHRQ's requirements to preserve the confidentiality of its work product and any confidential information provided to it by CPS. CPS will provide policy templates.
3. Organization will train its staff regarding the confidentiality of the work product protected under the PSQIA. Staff members who work with confidential information will sign a confidentiality agreement. CPS will provide training materials and a template agreement.
4. Organization will designate a contact person to interact with CPS on activities related to this agreement. If the designated contact person changes, Organization will notify CPS in writing of the change.
5. Organization will provide a list (using Exhibit 2) of any Affiliated Providers that will be included under this agreement.
6. If Organization works with more than one PSO, it will notify CPS, including the identity, of the other.
7. Feedback from CPS to Organization is advisory only, and any subsequent decisions made or actions undertaken are the responsibility of Organization.

V. REQUESTS FOR PROTECTED INFORMATION

1. If either party receives a request for protected information, it will notify the other party and will assert all relevant privileges under the PSQIA. The parties will communicate with each other regarding any decision to disclose potentially protected information.

2. The Organization will have primary responsibility for defending the privilege and confidentiality protections in cases where it or its affiliated providers are a party and/or are the subject of an investigation. In other cases, the parties will confer as to the appropriate responsibility. CPS will make resources and expertise available to support Organization's efforts under this paragraph.

VI. INSURANCE AND INDEMNIFICATION

1. Both parties and their relevant affiliates will maintain at least \$1 million per occurrence and \$1 million aggregate coverage for each of these: general, professional and D & O liability.
2. Each party shall be responsible for (and hold the other harmless from) any claims and expenses, including reasonable attorney's fees, that result from any liability arising from that party's acts or omissions.

VII. TERM AND TERMINATION

1. This agreement begins on the effective date and will automatically renew for successive 3-year periods unless either party notifies the other of its intent not to review at least thirty (30) days prior to the end of the current term. CPS will notify Organization at least sixty (60) days before the end of the contract term about changes to fees. Organization agrees that fees paid to CPS, or on behalf of Organization, are in consideration for provision of services identified in this agreement.
2. CPS uses an outside vendor to support its PSO data system, and the PSO fee structure relies on the cost of that contract. If that contract changes in price, or if CPS needs to find a different provider of data services, it reserves the right to change its fees with 120 days' notice.
3. Either party may terminate the agreement on ninety (90) days written notice to the other party.
4. The agreement will terminate automatically on any of the following occurrences:
 - a. CPS is de-listed as a PSO by AHRQ. In that case, CPS will comply with all requirements of the PSQIA and the Final Rule regarding Organization's information.
 - b. Either Party is dissolved or loses its status as a corporate entity or is deemed insolvent.
5. Each party will bear the obligations outlined in the PSQIA and the Final Rule with respect to confidential information upon termination.

VIII. OWNERSHIP AND WORK PRODUCT

- 1. Organization owns all identifiable patient safety work product (PSWP) and other identifiable information it submits to CPS.
- 2. CPS owns all aggregate and non-identifiable information it has developed.

IX. MISCELLANEOUS

- 1. Any notice given by one party to the other shall be in writing. Unless sent by mail, it will be deemed given on receipt, but if mailed, on the third day after receipt or when actually delivered.
- 2. This agreement, together with Exhibits **1-3** continues the entire agreement between the parties. Any amendments shall be in writing.

EFFECTIVE DATE: _____

Signed by:
CENTER FOR PATIENT SAFETY
Kathryn Wire
 ARC308389DE6476

 SIGNATURE
 Kathryn Wire

 PRINTED NAME
 Executive Director

 TITLE
 12/10/2024

 DATE SIGNED

PARTICIPANT
Linda Gorton

 SIGNATURE
 Mayor Linda Gorton

 PRINTED NAME
 Mayor

 TITLE
 Lexington Fayette Urban County Government

 ORGANIZATION

 DATE SIGNED

EXHIBIT 1

LEGAL REFERENCES

The agreement between Organization and the Center for Patient Safety is based on the provisions of the Patient Safety and Quality Improvement Act of 2005 (Patient Safety Act, Pub. L 109-41). The Act amended Title IX of the Public Health Service Act (42 U.S.C. 299 et seq.) by inserting a new Part C, sections 921 through 926, which are codified at 42 U.S.C. 299b-21 through 299b-26.

The Agency for Healthcare Research and Quality issued the final Patient Safety Rule, which is codified at 42 CFR Part 3.

Both can be easily accessed in PDF form at <https://www.pso.ahrq.gov/legislation>.

EXHIBIT 2
AFFILIATED PROVIDERS

The following entities are Affiliate Providers of Organization. An Affiliated Provider, as defined in the Final Rule, is a legally separate provider that is the parent organization of the provider or is under common ownership, management, or control with the provider, or is owned, managed, or controlled by the provider.

For additional affiliated providers, please copy this form and include in the agreement.

Name: _____
Mailing Address: _____
City: _____ State: _____ Zip Code: _____
Phone Number: _____ Fax Number: _____
Nature of Affiliation: _____
Name: _____
Mailing Address: _____
City: _____ State: _____ Zip Code: _____
Phone Number: _____ Fax Number: _____
Nature of Affiliation: _____
Name: _____
Mailing Address: _____
City: _____ State: _____ Zip Code: _____
Phone Number: _____ Fax Number: _____
Nature of Affiliation: _____

EXHIBIT 3

HIPAA BUSINESS ASSOCIATE AGREEMENT

This HIPAA Business Associate Agreement (“BAA”) entered into on _____, between the **Center for Patient Safety** (“CPS”), and **Lexington Fayette Urban County Government** (“Participant”), supplements and is made a part of the Participant Agreement.

WHEREAS, Participant desires to protect the privacy and security of Protected Health Information (“PHI”) Used or Disclosed by CPS in compliance with the Health Insurance Portability and Accountability of 1996 (“HIPAA”) and regulations promulgated thereunder by the U.S. Department of Health and Human Services (45 CFR Parts 160 and 164), as amended by the American Recovery and Reinvestment Act of 2009, Title XII “Health Information Technology for Economic and Clinical Health Act” (“HITECH”). The purpose of this BAA is to satisfy certain standards and requirements of HIPAA (hereinafter “HIPAA Rules”) as they may be amended from time to time.

WHEREAS, Participant and CPS have entered into a Participant Agreement under which Participant will voluntarily submit certain information to CPS and CPS will utilize the information to perform patient safety activities (“Services”) which involve the Use or Disclosure of PHI in the course of such services under this Participant Agreement.

In consideration of these mutual promises made below and the exchange of information under this BAA, the Parties agree as follows:

A. DEFINITIONS

In addition to the terms already defined in the Participant Agreement and this BAA, terms capitalized in this BAA shall have the same meaning as those terms defined in the HIPAA Rules unless the context requires otherwise. Any reference to PHI includes electronic PHI to the extent practicable.

1. “Breach.” As used in Section B.3 herein, the term “Breach” shall have the same meaning as the term “breach” in 45 CFR §164.402.
2. “Business Associate.” As used herein, the term “Business Associate” shall mean CPS.
3. “Covered Entity.” As used herein, the term “Covered Entity” shall mean Participant.
4. “Individual” shall have the same meaning as the term “individual” in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
5. “Required By Law” shall have the same meaning as the term “required by law” in 45 CFR § 164.103.
6. “Secretary” shall mean the Secretary of the Department of Health and Human Services or his or her designee.

7. "Unsecured Protected Health Information." As used herein, the term "Unsecured Protected Health Information" or "Unsecured PHI" shall have the same meaning as the term "unsecured protected health information" in 45 CFR §164.402.

B. RESPONSIBILITIES OF CPS

1. Uses and Disclosures

CPS agrees not to Use and/or Disclose PHI received from Participant or created or received by CPS on behalf of Participant other than to perform the Services as permitted or required under the Participant Agreement or as Required by Law.

2. Safeguards

CPS agrees to use appropriate administrative, technical and physical safeguards to protect the confidentiality, integrity and availability of PHI it creates, receives, maintains or transmits on behalf of Participant as required by the HIPAA Rules and to prevent any Use or Disclosure of Participant's PHI other than as permitted or required by the Participant Agreement or this BAA. By no later than February 17, 2010, CPS further agrees to implement policies and procedures to prevent, detect, contain and correct security violations related to PHI, and to comply with the following provisions of the HIPAA Security Rule: 45 CFR § 164.308 (administrative safeguards); §164.310 (physical safeguards); §164.312 (technical safeguards); and §164.316 (policies and procedures and documentation requirements).

3. Notification

CPS agrees to notify Participant of any Use or Disclosure of PHI not provided for by this BAA, within ten (10) days of CPS' discovery of such Use or Disclosure, and to take reasonable steps to mitigate to the extent practicable any harmful effect of a breach of confidentiality or security in violation of this BAA.

a. In addition, in order to enable compliance with the breach notification requirements of HITECH, found at 45 CFR Part 164, Subpart D of the HIPAA Rules, CPS shall, following the discovery of a Breach of Unsecured PHI, notify Participant within ten (10) business days of discovery of such Breach. CPS agrees to exercise reasonable diligence to discover Breaches of Unsecured PHI. Such notice shall include the identification of each individual whose Unsecured PHI has been, or is reasonably believed by CPS to have been, accessed, acquired, or disclosed during such Breach, along with any other available information which Participant is required to include in notification to the individual under 45 CFR §164.404(c).

b. If CPS does not possess the identity of all such individuals within ten (10) business days of discovery of the Breach, CPS shall notify Participant with such information as is available by that deadline and supplement immediately as additional information becomes available.

4. Agents and Subcontractors

CPS agrees to ensure that any agent, including subcontractors to whom it provides PHI received from or created or received by CPS on behalf of Participant agrees to the same restrictions and confidentiality that apply to CPS with respect to such information.

5. Regulatory Compliance

CPS agrees to make its internal practices, books and records, including policies and procedures, relating to the Use and Disclosure of PHI received from or created or received by CPS on behalf of Participant available to Participant or the Secretary in a time and manner designated by Participant or Secretary for the purpose of the Secretary determining Participant's compliance with the HIPAA Rules.

C. PERMITTED USES AND DISCLOSURES OF PHI BY CPS

1. CPS Services

CPS may use or disclose PHI for the purpose of providing the Services described in the Participant Agreement.

2. Data Aggregation

CPS may use PHI to perform Data Aggregation services to Participant, as defined by 45 CFR § 164.501.

3. CPS Management and Administration

CPS may use PHI for the proper management and administration of CPS or to carry out CPS' own legal responsibilities.

4. Disclosures for CPS' Management and Administration

CPS may disclose PHI for the proper management and administration of CPS, provided:

- a. The disclosure is Required by Law; or
- b. CPS obtains reasonable assurances from the person or entity to whom the information is Disclosed that it will be held confidentially and Used or further Disclosed only as Required by Law or for the purpose for which it was Disclosed to the person or entity, and the person or entity notifies CPS of any instances of which it is aware in which the confidentiality of the information has been breached.

5. Uses for Reporting Purposes

CPS may Use PHI to report violations of law to appropriate federal and state authorities, consistent with the HIPAA Rules.

D. RESPONSIBILITIES OF PARTICIPANT

1. Notice to CPS

Participant agrees to notify CPS of any limitations in its Notice of Privacy Practices to the extent that such limitations affect CPS Use and Disclosure of PHI.

2. Impermissible Request by Participant

Except as otherwise provided in this BAA, Participant will not request CPS to Use or Disclose PHI in any manner that would not be permissible under the HIPAA Rules if done by Participant.

E. TERM AND TERMINATION

1. Term

The Term of this BAA shall be effective as of the Effective Date of the Participant Agreement and shall terminate when all of the PHI provided by Participant to CPS, or created or received by CPS on behalf of Participant, is destroyed or returned to Participant, or if it is infeasible to return or destroy PHI, protections are extended to such information in accordance with termination provisions in this section.

2. Termination for Cause

Upon either Party's knowledge of a material breach of this BAA by the other, the Parties shall either:

a. Provide an opportunity to the breaching Party to cure the breach or end the violation within 30 days after written notice by the non-breaching Party; or

b. Immediately terminate this BAA if a material term has been breached and cure is not possible and report the violation to the Secretary.

3. Effect of Termination

a. Unless otherwise agreed by the Parties in writing, upon termination of this BAA for any reason, CPS shall return or destroy all PHI received from Participant or created or received by CPS on behalf of Participant. This provision shall apply to PHI that is in the possession of subcontractors or agents of CPS.

b. In the event that the Parties agree in writing that returning or destroying the PHI is infeasible, CPS shall extend the protections of this BAA to such PHI and limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as CPS maintains such PHI.

F. **MISCELLANEOUS**

1. Regulatory References

A reference in this BAA to a section in the HIPAA Rules means the section as in effect or as amended and for which compliance is required.

2. Amendment

The Parties agree to take such action as is necessary to amend this BAA from time to time as is necessary to comply with the requirements of the HIPAA Rules as may be amended.

3. Survival

The respective rights and obligations of CPS under Section E (3) of this BAA shall survive the termination of this BAA.

4. Interpretation

Any ambiguity in this BAA shall be resolved in favor of permitting the Parties to comply with the HIPAA Rules as may be amended.

5. Governing Law.

This BAA and the rights and obligations of the Parties hereunder shall in all respects be governed by, and construed in accordance with, the laws of the State of Kentucky, including all matters of construction, validity and performance.

The Parties have caused this Business Associate Agreement to be duly executed in their respective names as of the date first above written.

CENTER FOR PATIENT SAFETY

Kathryn Wire
ABC30B389DF6476

SIGNATURE

Kathryn Wire
PRINTED NAME

Executive Director
TITLE

PARTICIPANT

Linda Gorton

SIGNATURE

Mayor Linda Gorton
PRINTED NAME

Mayor
TITLE