

**MEMORANDUM OF UNDERSTANDING**  
**LEXINGTON COMMUNITY PARAMEDICINE PROGRAM PARTNERSHIP**

This Memorandum of Understanding (this “Agreement”), is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 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 July 1st, 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: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**LEXINGTON FAYETTE URBAN COUNTY  
GOVERNMENT**

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_