

**Memorandum of Understanding between
University of Kentucky Hospital and Lexington-Fayette Urban County Government**

This CLINICAL AGENCY Memorandum of Understanding entered into this 31 of January 2020 by and between the University of Kentucky for its University of Kentucky Hospital (hereinafter referred to as the "Hospital") and the Lexington-Fayette Urban County Government (hereinafter referred to as "LFUCG"), on behalf of its Sexual Assault Nurse Examiner Program (the "SANE Program"), sets forth the intent of both parties to mutually cooperate in providing skilled clinical personnel for medical forensic services.

I. SANE PROGRAM SERVICES AND RESPONSIBILITIES

1.1 The SANE Program shall provide skilled clinical personnel, Sexual Assault Nurse Examiner(s) (hereinafter referred to as "SANE Nurses"), to provide, on an as-available basis, the following types of services in the Hospital:

- 1.1.A Appropriate medical forensic evaluation of the patient.
- 1.1.B Interview of patients who have a complaint of sexual assault within an appropriate timeframe after receiving notification of such arrival.
- 1.1.C Obtaining appropriate patient consent for all medical forensic care.
- 1.1.D Identifying, obtaining, packaging and preserving possible forensic evidence.
- 1.1.E Generating and maintaining confidential records of the medical forensic examination.
- 1.1.F Communicating with law enforcement officers and other agencies, as appropriate.

1.2 The SANE Program will maintain acceptable standards and procedures for selection, training, assignment and evaluation of SANE Nurses.

1.3 The SANE Program shall assure that all SANE Nurses and Coordinator(s) assigned by the SANE Program to provider services are appropriately licensed and trained to perform the services required for the position being staffed.

1.4 The SANE Program agrees to only provide SANE Nurses who meet the following health requirements:

- 1.4.A Evidence of Medical Health Insurance in a form acceptable to Hospital.
- 1.4.B Recent TB risk assessment, TB test, chest x-ray, or history of any treatment for TB disease. TB test must be from a health department, other hospitals' employee health program, the military, or other clinic where TB testing is performed frequently (e.g., Occupational Medicine Clinic). Acceptability of TB test

provider shall be in Hospital's sole discretion. The TB documentation must include the date given, the date read, and the reading in millimeters. It must also be signed by the clinician who performed the test read. If positive, the physician documentation of the positive test and negative chest x-ray must be included. If the SANE Nurse has history of a prior positive TB test, all documentation about the positive test, follow up evaluations (including chest x-rays), and any other treatment must be provided to Hospital.

- 1.4.C Written documentation of the individual's immunity history for measles, mumps and rubella (MMR). The following are acceptable forms of documentation: (i) Documentation of two MMR vaccines, with the first dose having been given at age 12 months or older; (ii) Documentation by a physician of having had MMR disease; or (iii) Documentation of protective rubella, rubella and mumps titers (if one titer is negative the individual must receive a booster and have titer rechecked). If there is a medical reason an individual cannot receive an MMR vaccine, physician documentation acceptable to Hospital must be provided.
 - 1.4.D Written documentation of immunization with the Tdap (tetanus, diphtheria, pertussis) vaccine.
 - 1.4.E Written documentation of hepatitis B vaccination with positive titer or documented refusal. If providing documentation of vaccination, evidence of all 3 doses must be provided.
 - 1.4.F All persons working at Hospital facilities between October 1 and March 31 must provide proof of seasonal influenza vaccination for that year; the vaccine shall not be required of those with a medical contraindication to the vaccine or a religious objection as defined by the Americans with Disabilities Act.
- 1.5 Prior to starting at Hospital, each SANE Nurse must have the following background documents:
- 1.5.A License verification-SANE Nurses must possess all the licenses that qualify the individual for the position and verification of any license required for the position, including verification of the status of such licenses.
 - 1.5.B Criminal history check-verification that the SANE Nurses do not have any undisclosed criminal history in every jurisdiction where the SANE Nurse currently resides or has resided or has been employed.
 - 1.5.C Sex offender registry check- verification that the SANE Nurse does

not have undisclosed convictions of sex crimes in any jurisdiction where the SANE Nurse currently resides, has resided or has been employed.

- 1.5.D Healthcare sanctions check- verification that the SANE Nurse is not a sanctioned individual. Sanctioned individuals are those who have been determined to be fraudulent in their field, and/or those individuals who have had adverse actions taken against them by the licensing boards of state governments. Reported actions may include: reprimands, probations, suspensions and revocations of provider licenses, cease and desist orders, exclusions for failure to pay student loans, Drug Enforcement Agency (DEA) violations, child support violations, professional misconduct, other similar sanctions and exclusions.
 - 1.5.E Prohibited parties check- verification that the SANE Nurse is not a prohibited party. Prohibited party means specially designated nationals, terrorists, narcotics traffickers, blocked persons and parties subject to various economic sanctioned programs who are forbidden from conducting business in the United States, as well as entities subject to license requirements because of their proliferation of weapons of mass destruction. The Prohibited Parties search is also used in the financial services industry to look for potential money launderers.
- 1.6 All documents which need to be submitted to meet the requirements imposed by Sections 1.4 and 1.5 of this Agreement shall be submitted to Hospital prior to the SANE Nurse providing services to Hospital's patients, in a form acceptable to Hospital in its sole discretion.
- 1.7 Hospital reserves the right to revise or issue new health and background requirements at any time during the term of this Agreement. Should new requirements be issued or existing requirements revised, written notice shall be sent to LFUCG at the notice address designated below. Any SANE Nurses already onsite at Hospital shall be given thirty (30) days from the date notice is sent to come into compliance with any new or revised health or background requirements.
- 1.8 The SANE Program agrees to abide by any current and future applicable privacy and security standards provided by the Health Insurance Portability and Accountability Act (HIPAA).
- 1.9 The SANE Program shall be responsible for providing the equipment and supplies necessary for identifying, obtaining, packaging and preserving forensic evidence that the SANE Program conducts. The SANE Program shall be responsible for maintaining its own equipment and supplies.

II. HOSPITAL RESPONSIBILITIES

- 2.1 The Hospital emergency department staff shall perform a medical screening, in accordance with federal and state law and with the Hospital's policy. As soon as Hospital's emergency department staff determines that the patient is medically ready to have the medical forensic examination, they shall then refer the patient to the SANE Program. The Hospital shall notify the SANE Program by calling Lexington Police Department dispatch at: 859-258-3600.
- 2.2 The Hospital shall provide Key/card access to the emergency department for the SANE Nurse contracting with the SANE Program.
- 2.3 Any reports received by the Hospital regarding the SANE Nurses' performance of services shall be communicated directly to the SANE Program's Director.

III. RELATIONSHIP OF THE PARTIES

- 3.1 The parties hereto agree that the SANE Program is and throughout the term of this Memorandum of Understanding will remain an independent entity performing certain duties and obligations under this Memorandum of Understanding and that the relationship created by this Memorandum of Understanding is not intended, nor shall it be construed, to create a joint venture, a partnership, or any other employer-employee relationship between the Hospital and the SANE Program. Further, the Nurses will neither be, nor be deemed to be, employees of the Hospital for any purpose.
- 3.2 The SANE Program shall be responsible for the payment to the SANE Nurses of any and all wages, salaries, federal, state and municipal withholding taxes and Social Security taxes if indicated.
- 3.3 The SANE Program and the SANE Nurses are not entitled to any benefits provided by the Hospital to its employees, including, but not limited to, group health insurance, dental insurance, unemployment insurance benefits, workers' compensation and disability insurance.

IV. LIABILITY AND INSURANCE

- 4.1 The SANE Program shall, at its own cost and expense, secure and shall maintain in effect at all times during which this Memorandum of Understanding is in effect Professional Liability Insurance with limits of liability in an amount not less than one million (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate.
- 4.2 Hospital is an agency and instrumentality of the Commonwealth of Kentucky, is vested with sovereign immunity and is subject to the jurisdiction of the Kentucky Claims Commission and the statutory provisions of KRS 49.030 et seq. for the recovery of tort claims made against Hospital, its agents, officers or employees. Hospital is self-insured pursuant to the provisions of KRS 164.939 et seq., which

provides for the paying of claims or judgments resulting from any tort or breach of duty based on health care services rendered or which should have been rendered by Hospital or its agents. Agents of Hospital include members of the Board of Trustees, faculty, staff, nurses, volunteer workers, employees, students, physicians and dentists providing care within the scope of their duties or courses of study. In addition, Hospital maintains commercial excess general and medical malpractice liability insurance for itself, its agents, officers, employees and students.

- 4.3 To extent provided by law, LFUCG shall indemnify and hold harmless the Hospital, its officers, directors and agents from and against any and all damages, claims, losses, costs and liabilities, including without limitation reasonable attorney's fees, arising from the negligent acts or omissions of the SANE Program's employees or agents.
- 4.4 LFUCG's administrator and Hospital's Office of Risk Management will inform each other of any lawsuit which is threatened, or any patient care event which causes or contributes to injury or death and could result in a lawsuit if a Hospital student, resident, or faculty member is involved with a SANE patient's care.
- 4.5 LFUCG affirms that it is not excluded from participation, and is not otherwise ineligible to participate in a "Federal health care program" as defined in 42 U.S.C. §1320a-7(b)f, or in any other state or federal government payment program. In the event that LFUCG is excluded from participation, or becomes otherwise ineligible to participate in any such program during the term of this Agreement, LFUCG will notify Hospital's Office of Corporate Compliance in writing, by certified mail at 2333 Alumni Park Plaza, Suite 200, Lexington, KY 40517, within 48 hours after said notice, and upon the occurrence of any such event, whether or not appropriate notice is given, Hospital shall immediately terminate this Agreement upon written notice.

Additionally, LFUCG affirms that it is aware that Hospital operates in accordance with a corporate compliance program, employs a Corporate Compliance Officer and operates a 24 hour a day, seven days a week compliance Comply-Line. LFUCG has been informed that a copy of the Hospital's compliance plan is on file in Hospital's Purchasing Office or can be viewed online at <http://www.ukhealthcare.uky.edu/staff/corporate-compliance/policy-manual>, and is encouraged to review the plan from time to time during the course of this Agreement. It is understood that should LFUCG be found to have violated Hospital's compliance plan, Hospital can, at its sole discretion, terminate this Agreement upon written notice. LFUCG recognizes that it is under an affirmative obligation to immediately report to Hospital's Corporate Compliance Officer through the Comply-Line at 1-877-898-6702, directly at 859-323-8002, or in writing, any actions by an agent or employee of Hospital which LFUCG believes in good faith violates an ethical, professional or legal standard.

Nothing in this Agreement contemplates or requires that any party act in violation of federal or state law. Nonetheless, should any term or condition set forth in this Agreement later be credibly alleged, suspected or determined to be illegal, the parties agree to immediately cease the questioned activity and negotiate modification to the effected portion of the Agreement for a thirty (30) day period. If at the end of this period no compromise can be reached, this Agreement will terminate.

V. TERM AND TERMINATION

5.1 This Memorandum of Understanding shall be effective for a term of two (2) years from the effective date set forth herein but may be terminated at any time by either party by giving ninety (90) days written notice.

5.2 Any of the terms of this Memorandum of Understanding may be renegotiated and the provision hereof revised, but any such changes must be made in writing and signed by both parties to be effective.

VI. GENERAL PROVISIONS

Any written notice required or permitted under this Memorandum of Understanding shall be delivered by hand or by certified mail, return receipt requested, and directed to the representative party at its last known address. The address of the University of Kentucky shall be:

1000 S. Limestone
Lexington, KY 40536

The address for the LFUCG - SANE Program shall be:

150 East Main Street
Lexington, KY 40507

6.1 This Memorandum of Understanding cannot be changed or modified except by an instrument in writing executed by both parties.

6.2 The SANE Program shall not assign this Memorandum of Understanding or delegate any of its responsibilities hereunder. Subject to the foregoing, this Memorandum of Understanding shall be binding on the parties, their successors and legal representative.

6.3 The Memorandum of Understanding shall be deemed to have been made and shall be construed and interpreted in accordance to the laws of the Commonwealth of Kentucky.

6.4 This Memorandum of Understanding constitutes the entire understanding and Memorandum of Understanding between the parties hereto and supersedes all prior Memorandum of Understandings, arrangements and understandings

between the parties with respect to its subject matter.

6.5 In the event any provision of the Memorandum of Understanding is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Memorandum of Understanding, which shall remain in full force and effect and enforceable with its terms.

6.6 Hospital complies with the federal and state constitutions and all applicable federal and state laws regarding nondiscrimination. Hospital provides equal opportunities for qualified persons in all aspects of Hospital operations, and does not discriminate on the basis of race, color, national origin, ethnic origin, religion, creed, age, physical or mental disability, veteran status, uniformed service, political belief, sex, sexual orientation, gender identity, gender expression, pregnancy, marital status, genetic information, social or economic status, or whether the person is a smoker or nonsmoker, as long as the person complies with Hospital policy concerning smoking.

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

For UNIVERSITY OF KENTUCKY:

For LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT


Name _____ Date 1-31-2020

Name _____ Date _____

EVPHA
Title _____

Title _____