

**TRANSPORT AGREEMENT BETWEEN
LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT AND PLANNED PARENTHOOD
GREAT NORTHWEST, HAWAI'I, ALASKA, INDIANA, KENTUCKY**

THIS TRANSPORT AGREEMENT (this "Agreement") is entered into as of _____2021, (the "Effective Date"), by and between the Lexington Fayette Urban County Government, acting by and through its Emergency Medical Services ("Ambulance Service") and Planned Parenthood Great Northwest, Hawaii, Alaska, Indiana, Kentucky, a Kentucky licensed abortion facility ("Transferring Facility") (each a "Party" and collectively "Parties").

WHEREAS, Ambulance Service is an agency of the Lexington Fayette Urban County Government, a consolidated local government organized under KRS Chapter 67C;

WHEREAS, Ambulance Service is a licensed local ambulance service operating in Lexington, KY, capable of transporting emergency patients with unforeseen complications related to an abortion facility procedure;

WHEREAS, Ambulance Service provides 24-hours-a-day, 911 emergency medical care throughout the Lexington Metro area;

WHEREAS, Transferring Facility is licensed under Kentucky law to provide health care services to patients;

WHEREAS, the Parties mutually desire to enter into this Agreement so as to provide Transferring Facility with the legally required agreement that Ambulance Service will respond to calls for and provide for the emergency transport of patients of Transferring Facility who have experienced unforeseen complications related to an abortion ("Patients") as Ambulance Service would for any other call for service for emergency medical services;

NOW, THEREFORE, for and in consideration of the terms, conditions, covenants, agreements and obligations contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby mutually agreed by the Parties as follows:

I. RECITALS.

The recitals are incorporated herein by reference.

II. DUTIES AND RESPONSIBILITIES.

2.1 Ambulance Service. Upon receipt of a proper request, as described in Section 2.2 of this Agreement, for emergency transport from Transferring Facility, the Ambulance Service shall transport Patients in need of emergency transport from the Transferring Facility to University of Kentucky Health Care, unless otherwise directed by the Patient.

2.2 Transferring Facility. Transferring Facility shall request Ambulance Service to provide emergency transport of patients through the 911 emergency communications system. Such request shall be made only where such transport has been determined to be an emergency. This shall constitute a proper request as required by Section 2.1 of this Agreement.

2.3 Services. Ambulance Service shall provide services in accordance with all federal and state laws and administrative regulations applicable to emergency service entities.

2.4 Staff. Ambulance Service shall employ sufficient staff, including paramedics and emergency medical technicians, to provide patient care and operate vehicles and equipment in accordance with industry standards and applicable laws and administrative regulations. Transferring Facility understands that there may be some instances in which upon a proper request, all Ambulance Service units are unavailable due to being otherwise engaged in the provision of emergency services and in these instances, the next available resource from another agency will be dispatched.

2.5 Familiarization with Facility. Ambulance Service shall require all responding medical personnel to familiarize themselves with the floor plan of the abortion facility to minimize the time required to locate the patient in the facility and exit the facility with the patient as expeditiously as possible. Transferring Facility will provide an accurate floorplan to Ambulance Services upon signing this Agreement.

2.6 Acknowledgement of Transfer Agreement. Ambulance Service shall acknowledge the existence of, and its familiarity with the terms of, the transfer agreement between the abortion facility and an acute care hospital. Transferring Facility shall provide a copy of the Transfer Agreement with an acute care hospital upon signing this Agreement.

III. FINANCIAL ARRANGEMENTS.

3.1 Billing and Collection. The patient is primarily responsible for payment for care provided by Transferring Facility or Ambulance Service.

3.2 Insurance. Liability Insurance: Pursuant to, the Lexington Fayette Urban County Government is self-insured for all properly asserted General and Medical Professional Liability claims brought against it to which the Lexington Fayette Urban County Government does not otherwise have a legal defense. In addition, the Lexington Fayette Urban Government agrees to keep in full force and effect Excess Self Insurance coverage for all properly asserted claims brought against it to which the Lexington Fayette Urban Government does not otherwise have a legal defense covering Bodily Injury; Property Damage and Personal injury Liability under the Lexington Area Government Self Insurance Trust; as long as such coverage is available. The Limit of Liability provided by such Excess coverage shall be at least \$5,000,000 per Occurrence under a Combined Single Limit format. The Lexington Fayette Urban Government agrees to provide with a Certificate of Self Insurance from the Lexington Area Governmental Self Insurance Trust, if requested. Planned Parenthood Great Northwest, Hawaii, Alaska, Indiana, Kentucky shall maintain and provide evidence of a self- insurance program or policies of coverage for commercial general liability and medical professional liability in an amount of at least \$1,000,000 occurrence and \$3,000,000 in the aggregate covering any claim for damages, losses and expenses including attorney fees attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property. Such evidence shall be provided by a certificate of insurance.

3.3 The Transferring Facility shall indemnify, hold harmless, and defend Ambulance Services from all claims, damages, losses and expenses including attorneys' fees, arising out of or resulting, directly or indirectly, from the Transferring Facility's negligence or willful misconduct, or breach of contract, provided that such claim, damage, loss, or expense is: (1) attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property, including the loss of use resulting therefrom and (2) is not caused by the negligent act or omission or willful misconduct of Ambulance Services or its elected and appointed officials and employees acting within the scope of their employment. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Agreement.

3.4 To the extent permitted by Kentucky Law, Ambulance Services agrees to indemnify the Transferring Facility, to the extent Ambulance Services is liable under Kentucky law, for injuries, damages, losses or expenses, including attorneys' fees, arising out of or resulting, directly or indirectly, from Ambulance Services' negligence or willful misconduct, or breach of contract, provided that such claim, damage, loss, or expense is: (1) attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property, including the loss of use resulting therefrom and (2) is not caused by the negligent act or omission or willful misconduct of the Transferring Facility. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Agreement.

IV. TERM AND TERMINATION.

Term. The promises and obligations contained herein shall commence as of the Effective Date hereof and shall continue for a term of three (3) years, and shall automatically renew for additional one-year terms, unless sooner terminated pursuant to Section 4.1.

4.1 Termination.

a. Either party shall have the right to terminate this Agreement immediately upon notice to the other party in the event the other party fails to maintain the licensure, certification or insurance necessary to carry out the provisions of this Agreement or if the other party is sanctioned, excluded, suspended or otherwise declared ineligible to participate in, or is proposed for exclusion or suspension from, participation in Medicare, Medicaid or any other federal health care program, or is charged with or convicted of an offense related to health care (each party shall have an independent obligation to notify the other party immediately in the event it becomes aware of any of the above listed actions).

b. In the event of breach of any of the terms or conditions of this Agreement by either party and the failure of the breaching party to correct such breach within thirty (30) business days after written notice of such breach by either party, such other party may terminate this Agreement upon written notice of such termination to the breaching party.

- c. This Agreement may terminate upon any terms mutually agreed to by the parties.
- d. Either party may terminate this Agreement without cause at any time by giving thirty (30) days prior written notice of termination to the other party.

4.2 Effects of Termination. Upon termination of this Agreement, as hereinabove provided, no party shall have any further obligations hereunder, except for obligations accruing prior to the date of termination.

V. MISCELLANEOUS.

5.1 Entire Agreement. This Agreement constitutes the entire agreement between the parties and contains all of the terms and conditions between the parties with respect to the subject matter hereunder. Ambulance Service and Transferring Facility shall be entitled to no benefits or services other than those specified herein. This Agreement supersedes any and all other agreements, either written or oral, between the parties with respect to the subject matter hereof.

5.2 Governing Law/Venue. This Agreement shall be construed and interpreted in accordance with the laws of the Commonwealth of Kentucky, and shall be enforceable in the Fayette Circuit Court.

5.3 Execution and Amendments. Several copies of this Agreement shall be signed on behalf of each party hereto. Each signed copy shall be deemed an original, but all signed copies together shall be deemed one and the same instrument. In order to be effective, any amendments to this Agreement must be in writing and signed as required above.

5.4 Assignment. This Agreement shall inure to the benefit of and be binding upon the parties, their successors, legal representatives and assigns, and neither this Agreement nor any right or interest of Ambulance Service or Transferring Facility arising herein shall be voluntarily or involuntarily sold, transferred or assigned without the prior written consent of the other party. Any attempted assignment or assignment by one of the parties to this Agreement shall not release the assigning party from any liability to the other party or a third party that arises from the assignee's performance hereunder.

5.5 Independent Relationship. The parties are independent contractors under this Agreement. Nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship or a joint venture relationship between the parties, or to allow any party to exercise control or direction over the manner or method by which any of the parties perform services herein. It is understood and agreed that neither party to this Agreement shall be legally liable for any negligent nor wrongful act, either by commission or omission, chargeable to the other, unless such liability is imposed by law and that this Agreement shall not be construed as seeking to either enlarge or diminish any obligations or duty owed by one party against the other or against a third party.

5.6 Waiver. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provisions hereof.

5.7 Notice. Notices required herein shall be considered effective when delivered in person, or when sent by United States certified mail, postage prepaid, return receipt requested and addressed to:

Ambulance Service:

Lexington Fayette Urban

County Government

Transferring Facility:

Planned Parenthood Great Northwest,
Hawaii, Alaska, Indiana, Kentucky
Attn: Hannah Brass Greer, Chief Legal Counsel
2001 East Madison Street
Seattle, WA 98122

or to other such address, and to the attention of such other person(s) or officer(s) as a party may designate by written notice.

5.9 Section Headings. The section titles and other headings contained in this Agreement are for reference only and shall not affect in any way the meaning or interpretation of this Agreement.

5.10 Authorization. The Parties warrant and hereby certify that the individuals signing this agreement are authorized to execute this Agreement on behalf of their respective entities, and that Lexington Fayette Urban County Government is authorized to execute an agreement on behalf of the Ambulance Service.

5.11 Name Use. Neither party shall use the names, trademarks, logos, or symbols of the other party in any promotional, informational, marketing, or advertising activities or materials without in each instance obtaining the prior written consent of the person or entity owning the rights thereto.

IN WITNESS WHEREOF, the parties have hereto executed this Agreement by their duly authorized representatives in multiple originals as of the last date written below.

TRANSFERRING FACILITY

Planned Parenthood Great Northwest, Hawaii,
Alaska, Indiana, Kentucky.

By: _____

AMBULANCE SERVICE:

Lexington Fayette Urban County Government

By: _____
Mayor Linda Gorton