

MEMORANDUM OF UNDERSTANDING
LEXINGTON POLICE, FIRE & EMS TRANSPORT

This Memorandum of Understanding ("MOU") is made and entered into on this ____ day of December, 2021 by and between Lexington Fayette Urban County Government ("LFUCG") and the University of Kentucky ("UKHC") as manager for and on behalf of Eastern State Hospital ("ESH").

WITNESSETH

WHEREAS, LFUCG has previously provided transport of acutely ill medical and behavioral health patients to the University of Kentucky Hospital and UK HealthCare Good Samaritan Hospital emergency departments; and

WHEREAS, all of the parties recognize the community benefit from appropriate behavioral health transport, care, and treatment.

NOW, THEREFORE, in consideration of the mutual covenants expressed herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, LFUCG and UKHC hereby covenant and agree as follows:

1. The above recitals are incorporated herein as if fully stated.
2. It is the parties' intent to initiate a program by which a subset of behavioral health patients, as defined by the Behavioral Health Transport Advisory Committee (the "BHTAC"), be transported by LFUCG directly to ESH for emergency care and treatment. LFUCG is responsible for providing the necessary personnel, equipment, emergency vehicles and training to provide this transportation service. The goals of the program are to i) ensure patients who do not require acute medical emergency services are placed in the appropriate and cost-efficient level of care, ii) reduce unnecessary hospital readmissions for patients, and iii) create an environment wherein all parties are able to innovate and create a hospital patient management which improves patient outcomes.
3. The BHTAC will be established to include members from UKHC, ESH, and LFUCG Police and Fire Departments. The committee will establish criteria for transport routing and expanding and contracting the program as needed.

4. This MOU shall be effective upon execution of the parties hereto and shall continue to be in effect until either party terminates it with proper written notice or until such time as it is superseded by one of more additional agreements.

5. Any party may terminate its affiliation with the Program by providing the other parties with at least sixty (60) days advance written notice.

6. The terms and conditions of this MOU shall be binding upon and shall inure to the benefit of the successors and assigns of the parties. This provision shall not be construed to permit assignment by any party of any of its rights and under this MOU, which assignment shall be prohibited except with the prior written consent of all parties hereto.

7. The parties acknowledge that none of the benefits granted to any party hereunder are conditioned on any requirement that a party make referrals to, be in a position to make referrals to, or otherwise generate business for any other party.

8. In performance of their respective duties and obligations under this MOU, each party shall at all times be acting and performing as an independent contractor, and nothing in this MOU shall be construed or deemed to create a relationship of employer and employee, partner, joint venture, or principal and agent.

9. This MOU does not create a contractual relationship with or right of action in favor of a third party against LFUCG or UKHC. LFUCG agrees that it is solely responsible and liable for the actions of its employees in operating the Program.

10. This MOU sets forth the entire understanding of the parties with respect to the subject matter hereof, and may be modified only by a written instrument duly executed by each of the parties hereto.

11. The parties agree that any suit, action or proceeding with respect to this MOU may only be brought in or entered by, as the case maybe, the courts of the Fayette Circuit Court, Fayette County, Commonwealth of Kentucky.

12. All notices, requests, demands, waivers, and other communications given as provided in this Agreement shall be in writing, and shall be addressed as follows:

LFUCG:

Linda Gorton,
Mayor

Government Center
200 East Main Street
Lexington, KY 40507

UKHC:

UK Healthcare

ATTN: Colleen Swartz, VP of
Operations
1000 S. Limestone
Lexington, KY 40536

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

**Lexington-Fayette Urban County
Government**

By: _____

Title: Mayor

Eastern State Hospital

By: University of Kentucky
as manager

By: _____

Title: