

MEMORANDUM OF AGREEMENT

Between *HealthFirst* Bluegrass, Inc. and Lexington-Fayette Urban County Government on behalf of Community Paramedicine

This AGREEMENT is entered into this **DATE** by and between *HealthFirst* Bluegrass, Inc., a Federally Qualified Health Center (FQHC) (“*HealthFirst*”), and Lexington-Fayette Urban County Government on behalf of Community Paramedicine (“Community Paramedicine Program”) (collectively the “Parties”).

HealthFirst agrees to collaborate with the Community Paramedicine Program to provide acute or preventative outpatient medical, dental, and/or behavioral health care services for patients referred to the Community Paramedicine Program by Lexington Emergency Services.

This Memorandum of Agreement (MOA) establishes a formal referral arrangement where the Community Paramedicine Program can refer individuals to *HealthFirst* for services not provided by the Paramedicine program, increasing community members’ access to establish primary care services and/or treatment for non-emergent acute needs. No payment shall be made to either Party by the other by virtue of this MOA. *HealthFirst* Bluegrass and the Community Paramedicine Program agree to develop and sign a Business Associate Agreement (BAA) (required under HIPAA regulations) so that they may share information as needed to facilitate patient care.

Information Sharing and Confidentiality: *HealthFirst* agrees to provide aggregate, de-identified data on return visits on a timely basis as needed for program evaluation. *HealthFirst* and the Community Paramedicine Program agree that confidential patient information will be handled in accordance with relevant laws and regulations, such as 42 CFR Part 2 and HIPAA.

Overview

For more than 30 years, *HealthFirst* has worked to close critical gaps in access to care, ensuring that community members have access to quality healthcare for preventative and acute needs. From the late 1980s through 2015, *HealthFirst* was known as the Primary Care Center of the Lexington-Fayette County Health Department. In 2015, it became an independent organization under the name *HealthFirst* Bluegrass. Today, *HealthFirst* cares for more than 23,000 active patients and operates 16 locations throughout the greater Lexington area.

The Community Paramedicine program started in 2018 as an initiative to support LFUCG Division of Fire and Emergency Services by responding to calls for non-emergencies or post-acute crisis management. The program has responded to over 45,000 calls in 2024, decreasing emergency service runs by 6% annually.

The Parties intend that this initiative will provide essential support and expand community access to primary care services, ensuring timely treatment of non-emergent concerns. By doing so, it will help reduce the burden on emergency services while allowing patients to access appropriate healthcare for both acute issues and long-term needs, including preventive services and ongoing medical management.

Services To Be Provided by *HealthFirst*

HealthFirst will review referrals from the Community Paramedicine Program to determine clinical appropriateness based on the patient's needs and *HealthFirst*'s scope of services. This review will include assessment of acuity and care requirements. If appropriate, *HealthFirst* will schedule the patient and direct the Community Paramedicine team to the appropriate clinic. Services provided will include, as applicable, diagnosis and treatment for non-emergent acute conditions, as well as the establishment of ongoing care for medical, behavioral health, and dental needs. *HealthFirst* providers will, as needed based on the patient's condition, conduct evaluations, prescribe medications, make additional referrals, and deliver routine preventive services and laboratory testing.

While *HealthFirst* will review referrals for clinical appropriateness and offer services aligned with its scope of care, patients retain full autonomy in choosing their provider. Participation in services offered by *HealthFirst* is voluntary, and patients are not obligated to receive care through *HealthFirst* clinics. The Community Paramedicine Program will respect patient preferences and support access to alternative providers when requested.

Services To Be Provided by Community Paramedicine Program

Based on a Community Paramedicine Program provider's independent assessment, the Community Paramedicine Program will determine if the patient requires emergent or non-emergent services. If non-emergent services are needed, the Community Paramedicine Program will contact *HealthFirst* for availability of care and transport the patient to available clinic location if the patient agrees.

Notice

Notices required pursuant to this Agreement shall be provided to the following:

To Health*First* Bluegrass, Inc:

Wayne Linscott, CEO
453 Southland Drive
Lexington, KY 40503

To Lexington-Fayette Urban County Government on behalf of Community Paramedicine

Mayor Linda Gorton
200 E. Main St.
Lexington, KY 40507

Term and Termination

- a. This Agreement shall be effective for a one (1) year term effective the date of signing by both Parties.
- b. This Agreement shall be reviewed and, as the Parties may determine, renewed each year at a minimum, or as needed should changes be requested by either Party prior to the year renewal. The Agreement shall automatically renew for additional successive one (1) year term unless terminated by either party prior to renewal.
- c. Either Party may terminate this Agreement at any time by giving thirty (30) days' written notice to the other Party.

Compliance with Federal and State Laws Regarding Referrals

- a. The Parties acknowledge and affirm that this Agreement is intended to fully comply with all applicable federal and state laws and regulations governing healthcare referrals and financial relationships, including but not limited to the federal Anti-Kickback Statute (42 U.S.C. § 1320a-7b(b)) and the Physician Self-Referral Law (Stark Law, 42 U.S.C. § 1395nn). The Parties further represent that this arrangement is structured to meet applicable safe harbors under the Anti-Kickback Statute and exceptions under the Stark Law, including but not limited to the personal services and fair market value exceptions set forth at 42 CFR § 411.357 and 42 CFR § 1001.952.
- b. No compensation of any kind shall be provided under this Agreement. The Parties expressly acknowledge that the arrangement does not involve any exchange of

remuneration and is not conditioned on, nor influenced by, the volume or value of referrals or other business generated between the Parties.

- c. Each Party shall maintain independent clinical judgment in determining the appropriate care and provider for each patient. Participation in services offered under this Agreement is voluntary, and patients retain the right to choose their healthcare provider.
- d. Each Party shall independently charge the patient or bill the patient's payor for the services provided by that Party. No claims will be assigned by one Party to the other by virtue of this MOA.

Compliance with Laws

- a. Each Party shall comply with all applicable federal, state and municipal laws, ordinances and regulations.
- b. Each Party respectively represents and warrants that they:
 - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - ii. Are not presently debarred or excluded from participating in any federal or state health care program;
 - iii. Have not within a three (3) year period preceding the date hereof been convicted of or had a civil judgment rendered against any of them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - iv. Have not within a three (3) year period preceding the date hereof of this Agreement had one or more public transactions (federal, state or local) terminated for cause or default; and

- v. Have not been convicted of any crime arising from claims or other transactions, financial relationships, or financial dealings in connection with health care.

Compliance with HIPAA and Privacy and Security Laws

- a. HIPAA Compliance. In the course of performing this Agreement, the parties may exchange information that may constitute protected health information (“PHI”) pursuant to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”). Center shall execute the Business Associate Agreement (“BAA”) attached hereto as Exhibit A and incorporated herein by reference. Once executed, the Parties’ obligations with respect to PHI shall be governed by the BAA and not this Agreement, and the BAA shall supersede all prior business associate and data use agreements executed by the parties.
- b. At all times, the parties shall: (i) maintain appropriate administrative, technical and physical safeguards in accordance with industry standards to protect the integrity and confidentiality of Confidential Information, to protect against anticipated threats or hazards to the security of Confidential Information, and to prevent unauthorized disclosure or use of Confidential Information; and (ii) immediately notify the other party in writing upon discovering or having reason to believe that any unauthorized disclosure or use of Confidential Information may have occurred.
- c. In addition to the foregoing: (i) the parties must store all Confidential Information in accordance with all applicable privacy and data protection laws and regulations; and (ii) a party may not remove another party’s Confidential Information from the disclosing party’s premises other than in connection with routine back-up operations.
- d. Each party acknowledges and agrees that irreparable injury to the other party may result in the event that either party violates the confidentiality obligations contained in this Section 4 and that the remedy at law for the breach of such obligations will be inadequate. Therefore, if either party engages in any act in violation of the provisions of this Section, the other party shall be entitled, in addition to such other remedies and damages as may be available to it by law or under this Agreement, to seek injunctive relief to enforce the provisions of this Section.

Non-Assignment

Neither party may assign or delegate its rights and duties under this Agreement without the prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of, and be enforceable by, the parties, their legal representatives, and their permitted successors and assigns.

Independent Contractor Status

Both parties are independent contractors and are not otherwise affiliated. Neither party is authorized or permitted to act as an agent of the other, nor shall the actions of one party be imputed to the other party.

Governing Law

This Agreement shall be construed and governed by the laws of the Commonwealth of Kentucky irrespective of its choice-of-law principles. Venue shall be the Fayette County Circuit Court, or in the Federal courts for the Eastern District of Kentucky. If any provision of this Agreement is found to be invalid or unenforceable by any court or other lawful forum, such provision shall be infective only to the extent that it is in contravention of applicable laws without invalidating the remaining provisions of this Agreement, unless such invalidity or unenforceability would defeat an essential business purpose of this Agreement.

Non-Exclusivity

This Agreement is non-exclusive, and either Party may enter into similar agreements with other providers for the facilitation of patient access to care.

SIGNATURE

IN WITNESS WHEREOF, the parties executed this Contract the day, month, and year above written.

HealthFirst Bluegrass, Inc.

Wayne Linscott
Chief Executive Office

Date: _____

Lexington-Fayette Urban County Government on behalf of Community Paramedicine

Linda Gorton
Mayor

Date: _____