

Memorandum of Understanding Between
The Christian County Health Department
And
The Christian County Board of Education

In Regard to Mass Testing Clinic

This Memorandum of Understanding (hereinafter “agreement”) made and entered into on the date of the last signature hereto, between the Christian County Health Department, and the Christian County Board of Education, for their mutual benefit and the benefit of the public, hereby witness, that:

Whereas, the Commonwealth of Kentucky is vulnerable to a variety of natural and technological hazards, including but not limited to infectious or contagious disease; and

Whereas, the Christian County Public Health Department (hereinafter “CCHD”) recognizes the seriousness of these threats or hazards and the importance of responding in a coordinated and efficient fashion to protect public health and safety; and

Whereas, the Christian County Board of Education (hereinafter “Board”) also recognizes the seriousness of the aforementioned threats to its students and its mission to provide for the education and development of its students; and,

Whereas, both the CCHD and the Board recognize and agree that effective response to these mutually understood threats absolutely and without question requires extremely rapid response that will by necessity involve large publicly accessible structures; and,

Whereas, KRS 162.050 provides that the board of education of any school district may permit the use of the schoolhouse, while school is not in session, by any lawful civic bodies under rules and regulations which the board deems proper; and,

Whereas, KRS 160.290 (1) provides that a board of education has general control and management of the public schools in its district and may establish schools and provide for courses and other services as it deems necessary for the promotion of education and the general health and welfare of pupils; and,

Whereas, KRS 65.240 (1) encourages joint exercise of power by state agencies with other public agencies and in any two (2) or more public agencies may enter into agreements with one another for joint or cooperative action; and,

Whereas, the CCHD through KRS 39A et seq., other state law and county ordinance, and the execution of local mutual aid agreements and cost recovery ordinances enacted by various components of local and state government in the surrounding areas and state at large, has the duty to respond to threats to the health and well-being of its citizens; and,

Whereas, pursuant to KRS Chapter 212 the independent district boards and departments of health; the district health departments; and county health departments, are all independent entities separate and distinct from the Commonwealth's State health Department established by KRS Chapter 211; and,

Whereas, pursuant to KRS 212.230 (1) (f) the powers and duties of county, city, and district boards of health shall be used to perform all functions necessary to carry out the provisions of law and the regulations; and,

Whereas, pursuant to KRS 212.240 (2) county health departments shall formulate, promote, establish, and execute policies, plans, and programs to safeguard the health of the people of the county and establish, maintain, implement, promote, and conduct facilities and services for the purpose of protecting the public health; and,

Whereas, pursuant to KRS 212.245 (5) a local health department may issue and execute such orders as it considers expedient to prevent the outbreak and spread of communicable disease, and bring the infected population under prompt and proper treatment; and,

Whereas, KRS 214.020 provides in relevant part that the local health department when it "believes that there is a probability that any infectious or contagious disease will invade this state, it shall take such action and adopt and enforce such rules and regulations as it deems efficient in preventing the introduction or spread of such infections or contagious disease or diseases within this state"; and,

Whereas, KRS 214.020 further provides the local health department the power to isolate and quarantine to stop the spread of disease and in the pertinent part states, "to accomplish these objects shall establish and strictly maintain a quarantine and isolation as such places it deems proper"; and,

Whereas, The Board owns and operates school facilities in the jurisdictional area of the CCHD and both parties hereto agree and recognize that it is in the best interest of the students, citizens, employees, and residents that the Board dedicate the temporary and full use of certain school buildings to the CCHD; and,

Whereas, pursuant to KRS 212.715, no person may refuse or fail to obey a written order of any board of health, department of health, or health officer, issued pursuant to the provisions of law or regulation; and,

Whereas, the parties realize they may be subject at all times to disaster or emergency occurrences which can range from crises affecting limited areas to widespread catastrophic events, and that response to these occurrences is a fundamental responsibility of all government entities within the commonwealth; so,

Therefore, it is the intent of the parties hereto to establish and to support a local public health department and emergency management plan to provide for adequate assessment and mitigation of, preparation for, response to, and recovery from, threats to public health and safety and the harmful effects; and so,

Therefore the parties to this memorandum of understanding establish this writing and agree and also order as follows:

Section I. Agreement

1. **Planning:** Representatives from the CCHD and the Board have agreed upon the designation of Martin Luther King Jr. Elementary School as the Board controlled buildings that best meet the requirements of CCHD mass treatment clinics. Upon touring these buildings, specific consideration was given to:
 - a. The ease of public access to the buildings;
 - b. Crowd control and traffic flow management;
 - c. Patient treatment areas; and
 - d. Any other listed item deemed important by either party.
2. **Triggering Event:** The increasing need for capacity to provide testing to the general public for COVID19 disease.
3. The CCHD assumes liability for physical damage to the school building resulting directly or proximally from its use for the purposes of this agreement.
4. The CCHD will work diligently and rapidly to resolve the threat and occupy or utilize no more of the Board's property than is necessary to effectively respond to the threat.
5. The CCHD has the sole discretion of determining when the threat has been removed or resolved and the responsibility of removing CCHD property and persons from the school property.
6. The CCHD shall notify the Board upon relinquishment of its occupancy.
7. Disputes arising from this agreement shall be noted in writing and resolved by mediation upon either the resolution of the threat or thirty (30) days of first occupancy of Board property.

Section II. Modifications

This memorandum of understanding may be modified in writing at any time upon the mutual written consent of the signatories hereto provided that within thirty (30) days after such a modification a copy is provided to the Commonwealth's State Public Health Department.

Section III. Duration, Renewal, and Termination

1. This memorandum of understanding shall be valid for (4) months beginning April 1, 2020

2. Termination of this memorandum of understanding shall become effective immediately upon initial notification, which may be made verbally between the parties and substantiated in writing within thirty (30) calendar days following initial notification. Termination is not effective without written notification of such to the Commonwealth's State Public Health Department.

The parties to this memorandum of understanding establish this writing and agree to its terms as evidenced by their signatures hereto

Board Chair
Christian County Board of Education

Date

Superintendent
Christian County Board of Education

Date

Public Health Director
Christian County Health Department

Date