

Memo

To: Jesse Bacon *JB*  
From: Lesa Howell *LH*  
Date: May 7, 2024  
Re: Health Department Memorandum of Understanding (MOU)

Please present this Memorandum of Understanding between the Bullitt County Board of Education and Bullitt County Health Department to board members for consideration at the May 20, 2024 meeting. There are no changes to this agreement from the previous review. If approved, the health department would have access to school buildings in response to a major disaster or the requirement of a mass vaccination program

*TW*

**OUR MISSION IS TO INSPIRE AND EQUIP OUR STUDENTS TO SUCCEED IN LIFE**

**BULLITT COUNTY PUBLIC SCHOOLS IS AN EQUAL EDUCATION AND EMPLOYMENT INSTITUTION**

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE BULLITT COUNTY HEALTH DEPARTMENT, AND  
THE BULLITT COUNTY BOARD OF EDUCATION  
IN REGARD TO MASS TREATMENT, OR VACCINATION OR  
PROPHYLAXIS CLINICS**

**THIS MEMORANDUM OF UNDERSTANDING**, (hereinafter "agreement") made and entered into on the date of the last signature hereto, between the Bullitt County Health Department, and Bullitt County Board of Education, for their mutual benefit and the benefit of the public, hereby witnesseth, 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, the release or spill of hazardous materials and terrorism incidents involving biological, radiological, nuclear, incendiary, chemical, or explosive materials or other weapons of mass destruction; and

**WHEREAS**, the Bullitt County Public Health Department (hereinafter "LHD") 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 from the effects of the infectious or contagious disease, the release or spill of hazardous materials and terrorism incidents involving biological, radiological, nuclear, incendiary, chemical, or explosive materials or other weapons of mass destruction; and

**WHEREAS**, Bullitt 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 LHD 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 (2) any two or more public agencies may enter into agreements one another for joint or cooperative action; and,

**WHEREAS**, the LHD 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) (h) the powers and duties of county, city-county 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 diseases, and bring the infected population under prompt and proper treatment; and,

**WHEREAS**, KRS 214.020 provides in relevant part that the LHD, 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 infectious or contagious disease or diseases within this state; and,

**WHEREAS**, KRS 214.020 further provides the LHD 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 at such places it deems proper; and,

**WHEREAS**, The Board owns and operates school facilities in the jurisdictional area of the LHD 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 LHD; 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, the threats to public health and safety and the harmful effects or destruction resulting from all major hazards, including but not limited to: flood, flash flood, tornado, blizzard, ice storm, snow storm, wind storm, hail storm, or other severe storms; drought, extremes of temperature, earthquake, landslides, or other natural hazards; fire, forest fire, or other conflagration; enemy attack, **threats to public safety and health involving nuclear, chemical, or biological agents or weapons**; sabotage, riot, civil disorder or acts of terrorism, and other domestic or national security emergencies; explosion, power failure or energy shortages, major utility system failure, dam failure, building collapse, other infrastructure failures; transportation-related emergencies on, over, or through the highways, railways, air, land, and waters of the Commonwealth; emergencies caused by spill or release of hazardous materials or substances; mass-casualty or mass-fatality emergencies; other technological, biological, etiological, radiological, environmental, industrial, or agricultural hazards; or other disaster or emergency occurrences; or catastrophe; or other causes; and the potential, threatened, or impending occurrence of any of these events; and so,

**THEREFORE** the parties to this memorandum of understanding establish this writing and agree and also Order as follows:

## **SECTION 1. AGREEMENT**

1. **PLANNING DOCUMENT:** Representatives from the LHD and the Board shall meet within fifteen (15) days of the final signature of this agreement to discuss and prepare a written document regarding which Board controlled buildings best meet the requirements of LHD mass treatment. Specific consideration will be given to:
  - a. The ease of public access to the buildings;
  - b. Crowd control and traffic flow management;
  - c. Extended stay capabilities for the staff including items such as food preparation and storage areas, toilets and sanitation, sleeping areas, shelter and climate control;

- d. Patient treatment areas; and
- e. Any other listed item deemed important by either party.
2. **TRIGGERING EVENTS:** In the event the LHD determines that there is an actual or potential threat to the health and safety of persons within its jurisdiction by any threat identified herein, the LHD shall communicate that threat to the Board or its designated authorized agent. This communication may be in any form initially, oral or written delivered in any fashion by any medium, but must be followed by a written request within thirty (30) days.
3. The LHD has sole discretion in evaluating the validity, imminence, and seriousness of any actual or potential public health threat and the appropriateness and extent of the response to any actual or potential threat.
4. The LHD shall request the use of school buildings and facilities from the Board, and the Board shall grant the use of the facilities identified by the process in paragraph 1 above, *immediately* and without delay upon request.
5. The Board has sole discretion in the designation of which specific school buildings identified by the process in paragraph 1 above best meet the size and other facility requirements requested by the LHD based upon its evaluation of the threat.
6. The Board and its personnel may have unlimited access to the school building(s) in accord with applicable privacy laws and necessary precautions to prevent the spread of disease or toxic agents.
7. The Board may not refuse to grant the use of school buildings identified by the process in paragraph 1 above and shall take measures immediately upon request, without delay and regardless of school schedules, to render the designated school building(s) open and ready for use by the LHD.
8. The LHD will assist the Board to file for funding from the Department of Homeland Security for liability of physical damage to the school building resulting directly or proximally from its use for the purposes of this agreement.
9. The LHD shall compensate the Board the reasonable expenses for any teaching or other school supplies or other incidental materials utilized by the LHD during its occupancy.
10. The LHD shall have sole authority to control the movement and placement of furniture, equipment, persons, patients, materials, supplies and staff while in occupancy of the school building(s).
11. The LHD 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.
12. The LHD has the sole discretion of determining when the threat has been removed or resolved and the responsibility of removing LHD property and persons from the school building(s).
13. The LHD shall notify the Board upon relinquishment of its occupancy.

- 14. 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.
- 15. The Board and the LHD shall provide a signed copy of this document to the Commonwealth's State Public Health Department.

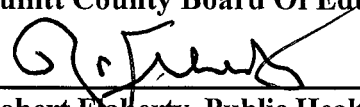
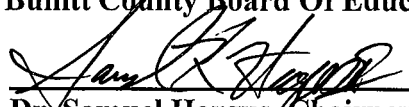
**SECTION II. MODIFICATIONS**

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 one (1) year beginning July 1, 2024 but shall be deemed subject to automatic renewal absent express written termination by the signatories hereto.
- 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:**

<p>_____ Date</p> <p>Superintendent, Bullitt County Board Of Education</p> <p> 4/30/24 _____ Date</p> <p>Robert Flaherty, Public Health Director Bullitt County Health Department</p>	<p>_____ Date</p> <p>Chair, Bullitt County Board Of Education</p> <p> 4/30/24 _____ Date</p> <p>Dr. Samuel Hargus, Chairperson Bullitt County Board of Health</p>
--	---