

MEMORANDUM OF UNDERSTANDING

I. General:

This Memorandum of Understanding (MOU) sets forth the terms between the Lexington-Fayette Urban County Health Department (LFCHD) and the Lexington-Fayette Urban County Government (LFUCG) regarding the provision of LFUCG employees ("Personnel") to assist LFCHD in providing CDC recommended vaccine doses in community vaccination clinics held within Fayette County, Kentucky.

LFUCG intends to provide Personnel solely for the limited purpose of assisting LFCHD with administering CDC recommended vaccine doses to limited populations identified by LFCHD ("Services").

II. Responsibilities:

LFCHD, for the limited purposes related to Services provided by Personnel, will:

1. Make all decisions over the distribution and storage of vaccination doses acquired by it under its Provider Agreement with the Centers for Disease Control and Prevention ("CDC"), subject to any controlling laws, contracts or other Federal or state agencies.
2. At its discretion, utilize Personnel only for the purpose of providing Services and only to the extent LFCHD is satisfied that individual Personnel members meet all requirements under the CDC or other federal, state or local laws for providing the Services.

LFUCG will, for the limited Services provided by Personnel to LFCHD:

1. Be solely responsible for hiring and terminating all Personnel.
2. Be solely responsible for paying Personnel the agreed upon wages, including sick pay, vacation pay, holiday pay or other pay as required by law or its contracts or other agreements with the Personnel;
3. Be solely responsible for paying or withholding all required payroll taxes, contributions, and insurance premiums for programs that LFUCG is legislatively mandated to provide to Personnel to LFUCGs employees;
4. Be solely responsible for providing unemployment compensation coverage to any and all Personnel as required by law or its contracts or other agreements with the Personnel;
5. Be solely responsible for providing workers' compensation insurance coverage, in accordance with all applicable laws of the Commonwealth of Kentucky, that will apply to the provision of Services by the Personnel.
6. Be solely responsible for selecting appropriate and duly qualified employees to act as Personnel for the purposes of providing the Services.
7. Be solely responsible for any acts of negligence of the Personnel during the provision of the Services.

V. Duration:

This MOU shall be in effect beginning January 1, 2022 and shall automatically renew annually unless either party terminates upon thirty (30) days written notice outlining the reason for termination or immediately for cause.

The parties further agree that the provisions herein regarding the parties obligations to indemnify, defend and hold harmless shall continue in force and effect regardless of the termination of this Agreement, although said termination will prevent any additional accrual of rights to indemnification, defense and holding harmless for actions taken after the termination of the Agreement.

VI. Choice of Law and Venue:

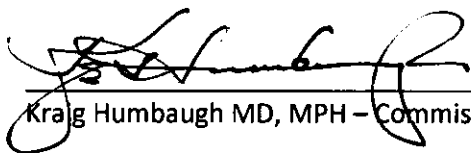
The parties agree that the laws of the Commonwealth of Kentucky shall apply to any and all claims between them that are related to this Agreement in any way. The parties further agree that any claims arising under or related to this Agreement must be brought in Fayette Circuit Court in Fayette County, Kentucky, unless required otherwise by any statute or other law of the Commonwealth of Kentucky or its political subdivisions.

VII. Severability:

The parties agree that, should any term or provision herein be voided or otherwise affected by order of any court, agency or tribunal, the remaining portions of the agreement remain effective.

In witness thereof, the parties, by the signatures below of duly authorized representatives, with said authorization confirmed by the signatures hereto, hereby agree to the terms herein:

Lexington-Fayette County Health Department:



Craig Humbaugh MD, MPH – Commissioner of Health

Date: Dec. 6, 2021

Lexington-Fayette Urban County Government:

Linda Gorton, Mayor

Date: _____

Clerk of the Urban County Council