

MEMORANDUM OF UNDERSTANDING

I. General:

This Memorandum of Understanding (MOU) sets forth the terms between the Lexington-Fayette County Health Department (LFCHD) and the Lexington-Fayette Urban County Government (LFUCG) to coordinate community-wide COVID-19 vaccination planning and administration.

II. Background:

LFCHD is statutorily responsible for addressing public health issues in Fayette County, Kentucky but requires the assistance of LFUCG in addressing vaccine planning and administration in Fayette County on a timely and efficient basis.

III. Purpose:

This MOU will outline certain responsibilities of LFCHD and LFUCG related to planning and administration of COVID-19 vaccine in Fayette County. Nothing in this MOU will operate to change, alter or modify any statutory or regulatory duty of either LFCHD or LFUCG. Any terms set forth herein that are in conflict with any federal, state or local law, or with any term in any contract, agreement or any other binding document previously, concurrently or hereafter signed by LFCHD or LFUCG will be null and void to the extent that term would cause LFCHD or LFUCG, in whole or in part, to take or refrain from taking any action that would cause a breach of said contract, agreement or any other binding document referenced herein.

IV. Responsibilities:

Lexington-Fayette County Health Department will:

1. Provide information and/or non-binding advice as needed to assist LFUCG or any of its contractors or consultants in providing services related to administration of COVID-19 vaccine doses. The advice and ministerial assistance referenced in this MOU shall not refer to the physical administration of vaccine doses or any agreement to modify, adopt or reject any action storage, transport or provision of any specific amount of vaccine, but shall instead be consistent with the obligations of LFCHD as set forth in federal, state or local law, or with any term in any contract, agreement or any other binding document previously, concurrently or hereafter signed by LFCHD.
2. Assist with working with the state health department to make COVID-19 vaccine doses available as part of any finalized distribution plan, consistent with and limited in the form and manner set forth in this MOU.
3. Provide documentation and/or information as needed with respect to any attempt by LFUCG to seek reimbursement of funds expended for purposes under this MOU from FEMA or other federal or state agencies.

Lexington-Fayette Urban County Government will:

1. Take primary responsibility for implementing a plan to coordinate administration of the COVID-19 vaccine by providers in Fayette County, which may require the retention of necessary consultants or contractors.
2. Take the lead role on providing logistics and coordination services and community education and messaging for the distribution of the COVID-19 vaccine in Fayette County, which may require the retention of necessary consultants or contractors.
3. Incur expenses related to implementing, managing, or administrating the plan including expenses associated with vaccine distribution and related items.

V. Compliance:

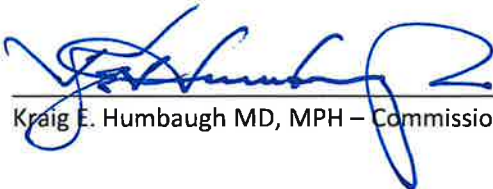
Both parties will act in full compliance with any and all applicable federal and state law, regulations, guidance and authority in performing any action pursuant to this MOU.

VI. Duration:

This MOU shall be in effect from January 1 through until December 31, 2021 but may be renewed by both parties for up to an additional six (6) month period. The obligation of LFCHD to cooperate with attempts to recover funding shall survive the termination of this MOU.

In witness thereof, the parties have caused this agreement to be executed, said agreement to become effective and operational upon the fixing of the last signature hereto.

Lexington-Fayette County Health Department:



Craig E. Humbaugh MD, MPH – Commissioner of Health

Date: January 15, 2021

Lexington-Fayette Urban County Government:

Linda Gorton, Mayor

Date: _____

Clerk of the Urban County Council