MEMORANDUM OF UNDERSTANDING
BETWEEN
SHELBY COUNTY GOVERNMENT
On behalf of
SHELBY COUNTY HEALTH DEPARTMENT
AND
SHELBY COUNTY SCHOOLS

THIS MEMORANDUM OF UNDERSTANDING (hereinafter “MOU”) is between SHELBY COUNTY GOVERNMENT (hereinafter “County”) on behalf of the SHELBY COUNTY HEALTH DEPARTMENT (hereinafter “SCHD”) and SHELBY COUNTY SCHOOLS (hereinafter “District”). SCHD and District may be referred to herein individually as “Party” or collectively as “Parties.”

This Memorandum of Understanding is entered into by and between the District, County, and SCHD for the use of designated property located at 690 Mississippi Blvd., Memphis, Tennessee, formerly known as East of Georgia Avenue Elementary School.

The District acknowledges its intent to permit the land adjacent to the facility on the above-listed property (hereinafter “land”) to be utilized as a Field Hospital in the event that community health services are necessary to address a large-scale public health emergency.

This MOU will be activated immediately upon execution, since a public health emergency currently exists, and the SCHD is allowed to commence setting up a Field Hospital.

I. Facility

The District agrees to do the following:

A. Permit, upon request of the County and SCHD, as specified in this MOU, use of District’s land identified on a temporary basis, for a Field Hospital/treatment site.

B. Permit, upon request, grant County and SCHD access to and use of the physical facility and equipment, if applicable, including but not limited to:
   - Office equipment, including telephones, copy machines, computers, fax machines
   - Tables, chairs, desks, cots, wheelchairs
   - Refrigerators
   - Parking Areas

C. Grant Occupancy of the land, beginning immediately upon request and continuing for the duration of the request for a Field Hospital is in place, which shall permit the following, but is not limited to, triage, mass clinics for disease prevention and control activities, and treatment of affected patients.
D. Allow land to be visited by members of the County, SCHD, law enforcement, and, if applicable, any other agent deemed necessary by the County and SCHD for the development and maintenance of a field hospital and site-dispensing plan.

E. Allow land to be listed in a confidential annex to the local plan to distribute the Strategic National Stockpile.

II. Shelby County Health Department

The SCHD agrees to do the following:

A. Provide a person to serve as a point of contact to answer questions the District may have regarding arrangements.

B. Assure the replacement or reimbursement to the property of any supplies (including telephone charges, faxes, copying supplies, etc) that may be used by the SCHD in conducting the Field Hospital.

C. Assure health and security professionals will triage or assess patients at the entrance of the land and, to the best of their ability, prevent contagious patients or individuals from entering the building.

D. Coordinate the provision of extra security personnel.

E. Assure that any post-event cleanup that may be needed is performed.

F. Provide training for personnel who will staff the field hospital or dispensing clinic.

G. Store, organize, and maintain pharmaceutical and medical material delivered through the Strategic National Stockpile for use at the field hospital and dispensing site. For the purpose of this agreement, pharmaceutical and medical material are defined as antibiotics, antidotes, vaccines, medical supplies and equipment, and certain controlled substances, which may be used to respond to a natural epidemic or an attack of chemical, biological, radiological, or explosive terrorism. In addition, medical material includes, but is not limited to, equipment designated to support deployment and maintenance of pharmaceutical and medical material, such as specialized cargo containers and portable refrigeration units.

III. Duration of the MOU

This MOU shall be effective when all parties have signed this agreement and shall continue until County and SCHD deem it to no longer be necessary.

IV. Liability

A. The District, by volunteering to be used as a Field Hospital site without any compensation for its use, is designated as a volunteer of Shelby County Health Department. The District will bear no
liability for SCHD’S use of the land and facility. Furthermore, the District does not waive its immunity under T. C. A. § 29-20-112 and, neither as a local board of education nor by any school official, owes a duty of care to keep the premises of a public school safe for entry or use by others outside of regularly scheduled school activities or to give warning of unknown dangerous or hazardous conditions, uses, structures or activities on the premises.

B. Neither party shall be responsible for personal injury or property damage or loss except that resulting from its own negligence or the negligence of its employees or others for whom the party is legally responsible.

C. Either party may discontinue this agreement in writing at any time unless the facility is currently being used as a Field Hospital/treatment site.

V. Health Insurance Portability and Accountability Act As Amended (HIPAA)

The confidentiality of patient records shall be maintained at all times. Either party warrants that it is familiar with requirements of the Health Insurance Portability and Accountability Act as amended (HIPAA) and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this contract. Either party warrants that it will cooperate with the other party in the course of the performance of the contract so that either will be in compliance with HIPAA, including cooperation and coordination with either party’s privacy officials and other compliance officers required by HIPAA and its regulations. Either party will sign any documents that are necessary to keep either party in compliance with HIPAA, including but not limited to, business associate agreements.

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

Shelby County Government

[Signature]
Lee Harris
Mayor

Shelby County Health Department

[Signature]
Alisa Haushalter, Director

Approved as to Legality:

[Signature]
Marlinee C. Tversun
Shelby County Attorney
Shelby County Government

Shelby County Schools

[Signature]
Joris Ray, Superintendent

Shelby County Board of Education

[Signature]
Miska Clay-Bibbs, Board Chair

Approved as to Legality:

[Signature]
Kenneth M. Walker II
Shelby County Schools General Counsel and Chief Legal Officer