



MEMORANDUM OF UNDERSTANDING BETWEEN THE VIRGIN ISLANDS DEPARTMENT OF HEALTH & NATIONAL FOUNDATION FOR THE CENTERS FOR DISEASE CONTROL AND PREVENTION, INC. THROUGH THE VIRGIN ISLANDS DEPARTMENT OF PROPERTY AND PROCUREMENT

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made this 1st day of September 2020 in the Territory of the Virgin Islands, by and between the Government of the Virgin Islands, Department of Health, Public Health Preparedness Division (“VIDOH”) and National Foundation for the Centers for Disease Control and Prevention, Inc. (“CDC Foundation”), through the Department of Property and Procurement.

WITNESSETH:

Whereas, the Virgin Islands Department of Health is responsible for the functions as both the state regulatory agency and the territorial public health agency for the U.S. Virgin Islands. pursuant to Title(s) 3 and 19, Section(s) 19 and 1-8 respectively, of the Virgin Islands Code; and

Whereas, the National Foundation for the Centers for Disease Control and Prevention, Inc., is an independent nonprofit and the sole entity created by Congress to mobilize philanthropic and private-sector resources to support the Centers for Disease Control and Prevention’s critical health protection work.; and

Whereas, the agencies have a common interest in COVID-19 PREVENTION AMONG HOMELESS POPULATION; and

Whereas, the agencies desire to combine efforts in ensuring COVID-19 PREVENTION AMONG HOMELESS POPULATION, by entering into this MOU.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and intending to be legally bound by this written instrument, the parties hereto do covenant and agree as follows:

1. TERM AND EFFECTIVE DATE

The term of this MOU shall be from September 1, 2020 to January 29, 2021. Upon the date of execution of this MOU by the Commissioner of the Department of Property and Procurement, this MOU shall become effective for the Term set out herein.



2. COSTS

There shall be no exchange of funds between the Parties for the performance of tasks under this MOU. Each Party shall bear all costs associated with the fulfillment of its responsibilities under this MOU.

3. RESPONSIBILITIES / TASKS

3.1 Department of Health shall be responsible for:

(a) Distribution of Wellness Kits and Reporting Requirements

- The VIDOH will provide the CDC foundation with a final narrative and report regarding this project.
- The final report must be submitted by January 29, 2021.
- The VIDOH is responsible for handing out the wellness kits to identified individuals experiencing homelessness to help mitigate the spread of the COVID-19 infection and other infections.
- Within the final narrative report, VIDOH will be responsible for reporting out or including information:
 - ❖ They will be responsible for reporting out how many kits were given out, the timeline in which the kits were given out, and qualitative and quantitative data to determine the decrease in spread these kits will provide these populations.
 - ❖ The VIDOH will obtain stories from recipients of care kits and/or health department personnel the population on how they believe this can prevent the spread of COVID-19 and other items that may be needed in the kits for future reference.
 - ❖ The VIDOH will include in the narrative report the effectiveness of each item and its impact on mitigating the spread of COVID-19 and other infections.

(b) **Anti-Terrorism Statement.** The VIDOH hereby certifies that it does not advocate, support, assist or engage in, and has not advocated, supported, assisted or engaged in, any illegal or terrorist activity. The VIDOH further certifies that it does not employ, support, assist or otherwise associate with any entities, organizations or individuals that the VIDOH knows, or has reason to know, support terrorism, or that appear on any official terrorist lists published by the Department of the Treasury Office of Foreign Assets Control Specially Designated Nationals List (OFAC SDN).

3.2 National Foundation for the Centers for Disease Control and Prevention, Inc. shall be responsible for:

- (a) CDC Foundation shall provide all the Wellness Kits as an in-kind donation to VIDOH for the purposes of the Program. The following is a list of the types of items that will be included in the wellness kits: thermometer, hand sanitizer, granola bar, facial tissue, toothbrush and toothpaste, soap, wipes, insect repellent, face masks, and pads.



3.3 Other Provisions

(a) Benefits to U.S. Virgin Islands

The activities described in this agreement are intended to benefit the Department of Health in U.S. Virgin Islands in carrying out its public health functions. Any specific benefits to the Department of Health in U.S. Virgin Islands and/or the CDC Foundation will be outlined in each Project Description.

(b) Purpose

This agreement shall be used to govern Wellness Kits USVI, CDC-RFA-DP19-1901 (the "Program").

(c) Gift Funds

There will be no transfer of funds for the Program. The Wellness Kits will be provided as an in-kind donation to VIDOH for the purposes of the Program.

The Wellness Kits under this Agreement may not be used for any purpose other than the Program. The Wellness Kits may not be used for resale or to reimburse any expenses incurred prior to the Effective Date.

(d) Content - The Program is for scientific or educational purposes only and shall not promote products or services of any outside parties directly or indirectly.

(e) Compliance with Relevant Requirements and Relevant Policies

VIDOH shall comply with all applicable laws, statutes, regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 or any equivalent legislation in the USA ("Relevant Requirements").

VIDOH shall have and maintain in place throughout the term of this Agreement its own policies and procedures to ensure compliance with the Relevant Requirements and will enforce them where appropriate.

(f) Publicity. Virgin Islands Department of Health will obtain the written consent of the CDC Foundation before publication of (i) any promotional materials; (ii) public statements; or (iii) press releases relating to the Program. VIDOH may not state or otherwise imply to third parties that the CDC Foundation directly funds or otherwise endorses its activities.

(g) Program outcomes. All materials resulting from this agreement shall be in the public domain. VIDOH will have no current or future commercial rights and/or intellectual property rights relating to any product or service emerging from the proposed Project.



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4. DESIGNATED REPRESENTATIVE

Each Party shall designate a representative to oversee its responsibilities under this MOU.

Department of Health designates:

Janis M Valmond, MS, DrPH, CHES
Deputy Commissioner,
Health Promotion and Disease Prevention
VI Department of Health
3500 Estate Richmond
Christiansted, VI 00820-4370
(340) 718-1311
Janis.valmond@doh.vi.gov

CDC Foundation designates:

Turquoise Sidibe
Program Officer
CDC Foundation
600 Peachtree St, NE, Suite 1000
Atlanta, Georgia 30308
Tel: 404.653.0790
Fax: 404.653.0330
Email: tsidibe@cdcfoundation.org

5. LIABILITY OF OTHERS

Neither Party shall be liable to the other Party in contract, tort, negligence, breach of statutory duty or otherwise for any economic loss, loss of turnover, profits, business or goodwill, in each case whether direct or indirect, or for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by that other Party or its affiliates of an indirect or consequential nature even if the Party bringing the claim has advised the other of the possibility of those losses, or if they were within the other Party's contemplation.

6. NO AGENCY

Neither Party shall act or describe itself as the agent of the other, nor shall it make or represent that it has authority to make any commitments on the other's behalf.

7. ASSIGNMENT

Neither Party shall subcontract or assign any part of the services or responsibilities under this MOU.

8. INSURANCE

Each Party will maintain insurance coverage sufficient to cover the activities, risks, and



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potential omissions of the Program in accordance with generally accepted industry standards and as required by law.

9. GOVERNING LAW

This MOU shall be governed by the laws of the United States Virgin Islands and jurisdiction shall remain in the United States Virgin Islands.

10. WAIVERS AND AMENDMENTS

No waiver, modification or amendment of any term condition or provision of this MOU shall be valid or of any force or effect unless made in writing, signed by the parties hereto or their duly authorized representatives, and specifying with particularity the nature and extent of such waiver, modification or amendment. Any such waiver, modification or amendment in any instance or instances shall in no event be construed to be a general waiver, modification or amendment of any of the terms, conditions or provisions of this MOU, but the same shall be strictly limited and restricted to the extent and occasion specified in such signed writing or writings.

11. ENTIRE AGREEMENT

This MOU constitutes the entire agreement of the parties relating to the subject matter addressed in this agreement. This MOU supersedes all prior communications, MOUs, or agreements between the parties with respect to the subject matter addressed in this Agreement, whether written or oral.

12. TERMINATION

Either party will have the right to terminate this MOU with or without cause on thirty (30) days written notice to the other party specifying the date of termination.

13. NON-DISCRIMINATION

No person shall be excluded from participating in, be denied the proceeds of or be subject to discrimination in the performance of this MOU on account of race, creed, color, sex, religion, disability or national origin.

14. CONFLICT OF INTEREST

Both Parties covenant that it has no interest and will not acquire any interest direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this MOU.

15. SEVERABILITY

The invalidity or unenforceability of any provision of this MOA shall not affect the validity or enforceability of any other provision, which shall remain in full force and effect.



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16. COMPLIANCE WITH LAWS

Each Party will comply with all applicable laws, statutes, regulations, rules and codes from time to time in force and that relate to its activities under this Agreement.

17. NOTICE

Any notice required to be given by the Terms of this MOU shall be deemed to have been given when the same is sent by certified mail, postage prepaid or personally delivered, addressed to the parties as follows:

GOVERNMENT

ANTHONY D. THOMAS, MBA
Commissioner
Department of Property and Procurement
8201 Subbase, Suite 4
St. Thomas Virgin Islands 00802

JUSTA E. ENCARNACION, RN, BSN, MBA/HCM
Commissioner
Department of Health, Public Health Preparedness Division
3500 Estate Richmond
Christiansted, VI 00820

NATIONAL FOUNDATION FOR THE CENTERS FOR DISEASE CONTROL AND PREVENTION, INC.

Helen Tovar
General Counsel and Compliance
600 Peachtree Street NE, Suite 1000
Atlanta, GA, 30308
Phone: (404) 653-0790
Fax: (404) 653-0330
Email: htovar@cdcfoundation.org

15. FACSIMILE, ELECTRONIC & DIGITAL SIGNATURES

A facsimile, electronic or digital signature on this Contract shall be deemed an original and binding upon the Parties hereto.



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IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year first above written.

WITNESSES: GOVERNMENT OF THE VIRGIN ISLANDS

Denise Harley *Justa Encarnacion* 11/2/2020
Justa Encarnacion, Commissioner Date
Department of Health

Aggelina S. Francis *Anthony D. Thomas* 11/12/2020
Anthony D. Thomas, MBA Date
Commissioner
Department of Property and Procurement

NATIONAL FOUNDATION FOR THE CENTERS FOR DISEASE CONTROL AND PREVENTION, INC.

DocuSigned by: *Sylvia Brooks* DocuSigned by: *Judy Monroe* 10/6/2020 | 8:54:14 AM EDT
Witness Date
Judy A. Monroe, MD
President & CEO
CDC Foundation Inc.

APPROVED AS TO LEGAL SUFFICIENCY
DEPARTMENT OF JUSTICE BY: *Carol McDonald* Date 11/12/2020
Assistant Attorney General