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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 August 2020, in the Territory of the Virgin Islands, by and between the Government of the Virgin Islands, Department of Health, Epidemiology and Laboratories Divisions (“DOH EPI & Lab”) and National Foundation for the Centers for Disease Control and Prevention, Inc. (“CDC Foundation”), each a “Party” or collectively “Parties,” 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 due to the COVID-19 Pandemic; 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 ensuring the required staff is in place in support of the COVID-19 Surge in cases; and

Whereas, the agencies desire to combine efforts in ensuring support staff is in place due to the surge in COVID-19 cases 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:

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1. TERM AND EFFECTIVE DATE

This MOU shall be effective as of August 1, 2020 upon the date of execution of this MOU by the Commissioner of the Department of Property and shall terminate on **March 31, 2021**.

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:

- Providing a safe and secure space in Central Office (or other appropriate location) for CDC Foundation employee(s) assigned to the Project at the DOH EPI & Lab.
- Provide the CDC Foundation employees with safety training regarding use of the DOH EPI & Lab Central Office.
- As may be required or necessary, provide the CDC Foundation employees with the following amenities: printer access, copy machine access, meeting room access, kitchen/breakroom access, clearance to enter the Central Office, and parking.
- Ensure the safety of CDC Foundation employees, including requiring and utilizing safe infection prevention control practices, such as proper personal protective equipment, as set forth by the Centers for Disease Control and Prevention (CDC), and inform the CDC Foundation of CDC Foundation employees that fall ill.
- DOH EPI & Lab is responsible for coordinating any configuration requirements and the costs incurred in the configuration required to make the CDC Foundation provided laptop operational for the CDC Foundation employee(s) hereunder.
- Notify the CDC Foundation if concerns arise regarding the CDC Foundation employees' ability to complete designated Project assignments.

3.2 CDC Foundation shall be responsible for:

- (a) The CDC Foundation will temporarily assign employee(s) to the work from the Charles Harwood Complex 3500 Estate Richmond. The CDC Foundation employees will comply with the policies and procedures of the CDC Foundation.
- (b) The CDC Foundation employees will be provided a laptop, with Microsoft Office software, and/or phone if the job positions require such for the completion of tasks.
- (c) CDC Foundation employees will be provided human resources support and training materials for successful onboarding including but not limited to information regarding benefits, instructions for the completion of timesheets and requests for leave.
- (d) Providing the following:
 - **Surveillance Officer** whose responsibilities shall be:
 - Conduct telephone calls with persons diagnosed with COVID-19 to complete case interviews, elicit and trace contacts exposed to COVID-19

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- Provide follow-up instructions to cases and to contacts related to isolation/quarantine, symptom monitoring and assess the need for medical care and supportive services
- Communicate with cases and contacts in a professional and empathetic manner
- Collect and record information from the case interview/contact gathering into the data system
- Follow approved scripts and protocols, provide people with approved information about isolation and quarantine procedures, and if appropriate, refer them to testing
- Conduct in-person investigations into congregate settings and selected cases and contacts, as needed
- Maintain daily communication with their Supervising Contact Tracer, as assigned
- Provide information on where to find other social, health resources using approved script/resource list
- Receive telephone consent for potential follow-up calls from DOHMH or other organizations offering support services
- Protect and maintain individuals' privacy and confidentiality
- **Contact Tracer Supervisor** whose responsibilities shall be:
 - Maintain awareness of current COVID-19 public health guidance, disseminate updates, and answer questions about public health guidance from the team
 - Managing data quality
 - As needed, conduct case reviews with Contact Tracers to ensure comprehensive and high-quality interviews. Conduct routine quality assurance monitoring to ensure that data are appropriately collected and entered into the data system; troubleshoot and follow-up on data errors
 - Train and supervise new contact tracers, including local hires, temporary staff, and any other persons deployed to assist
 - Identify language needs for the communities being served (e.g., Spanish, French, Haitian-Creole), and communicate needs to leadership
 - Assist the USVI DOH team with case management, including linkage to services
 - Work with the USVI DOH team to identify clusters and outbreaks of COVID-19 in the community
 - Assist with case reporting, including compiling reports and generating maps.
 - Perform other related duties as required
- **Operation Manager** will serve as the site administrator and oversee site selection, setup, operations, and breakdown of the surge capacity Alternative Facility Site. The operation manager must oversee the safety, security, and logistics of the site. Additional responsibilities shall include:
 - Work with various points of contact to coordinate support capabilities
 - Develop/alter site footprint
 - Coordinate with local health department, as needed
 - Establish face-to-face coordination with the Public Information Officer (PIO) during site setup

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- Ensure PIO is aware of patient/site status
- Provide statements to press when necessary, ensuring appropriate privacy requirements are followed
- Establish an Incident Management Team (IMT) structure for operations and connect at least twice a day with Operations, Logistics, and Command staff
- Triage information to send to lead agency
- Maintain site for duration of activation
- Provide and retain notification to patients of quarantine/isolation orders signed, and make copies for onsite security personnel
- Ensure appropriate reporting and records management requirements are met
- Train/transition responsibilities to local hire for sustainability if site function is prolonged

3.3 Other Provisions

(a) REPORTING - DOH EPI & Lab will provide the CDC Foundation with periodic progress reports and a final narrative report detailing the impact of having CDC Foundation employees on staff and how the CDC Foundation employees supported the COVID-19 response in the DOH-EPI & Lab.

(b) CONFIDENTIALITY - The CDC Foundation will comply with all confidentiality obligations under federal and state laws and the DOH EPI & Lab policies and requirements including but not limited to the Federal Educational Rights and Privacy Act, 20 U.S.C. §1232g, and the Health Insurance Portability and Accountability Act (HIPAA), Public Law 104-92, as amended, and regulations (45 CFR Parts 160 and 164), as applicable. Confidential information means information known or maintained in any form, whether recorded or not, consisting of protected health information, other health information, personal information, personal identifying information, confidential business information, and any other information required by law to be treated as confidential, designated as confidential by the DOH EPI & Lab, or known or believed by the CDC Foundation or the CDC Foundation’s employee or agent to be claimed as confidential or entitled to confidential treatment.

(b1) The CDC Foundation will not:

- access, view, use, or disclose confidential information without written authorization from the DOH EPI & Lab;
- discuss confidential information obtained in the course of its relationship with the DOH EPI & Lab with any other person or in any location outside of its area of responsibility in the DOH EPI & Lab; or
- make any unauthorized copy of confidential information, or remove or transfer this information to any unauthorized location or media.

(b2) The CDC Foundation will direct any request it receives for confidential information obtained through performance of services under this MOU, including a subpoena, litigation discovery request, court order, or Freedom of Information Act request, to the DOH EPI & Lab Contracts Manager and the DOH EPI & Lab Office of General Counsel as soon as possible, and in every case within one business day of receipt. If the CDC Foundation discloses confidential information pursuant to a

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properly completed authorization or legal process, order or requirement, the CDC Foundation must document the disclosure and make the documentation and authorization available for the DOH EPI & Lab inspection and audit.

(b3) The CDC Foundation must immediately notify the DOH EPI & Lab Compliance Officer at (340) 718-1311 Esther.ellis@doh.vi.oov of any unauthorized use or disclosure of confidential information received under this MOU. The CDC Foundation will promptly notify the DOH EPI & Lab of any suspected or actual breach of security of an individual's personal identifying information under applicable law.

(b4) The CDC Foundation's obligations under this provision and any other agreements concerning confidentiality shall survive termination, cancellation, or expiration of the MOU.

(c) RECORDKEEPING, AUDITS, & INSPECTIONS - The CDC Foundation shall create and maintain adequate records to document all matters covered by this MOU. CDC Foundation shall retain all such records for six (6) years or other longer period required by law after termination, cancellation, or expiration of the MOU and make records available for inspection and audit at any time the DOH EPI & Lab deems necessary. If any litigation, claim or audit has begun but is not completed at the end of the six-year period, or if audit findings have not been resolved at the end of the six-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. CDC Foundation shall the DOH EPI & Lab to inspect facilities and locations where activities under this MOU are to be performed on reasonable notice. Unjustified failure to produce any records required under this paragraph may result in immediate termination of this MOU with no further obligation on the part of the DOH EPI & Lab.

(d) CDC Foundation must dispose of records containing the DOH EPI & Lab Confidential information in a secure manner such as shredding or incineration once the required retention period has ended. Confidential information means information known or maintained in any form, whether recorded or not, consisting of protected health information, other health information, personal information, personal identifying information, confidential business information, or any other information required by law to be treated as confidential, designated as confidential by the DOH EPI & Lab.

(e) DRUG FREE WORKPLACE.

By signing this MOU, the CDC Foundation certifies that it will comply with all applicable provisions of The Drug-free Workplace Act of 1988, 48 CFR § 52.223-6 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707)

(e) LICENSES

During the term of this MOU, each party shall maintain its respective federal and state licenses, certifications, and accreditations required for the provision of services herein. The CDC Foundation will immediately notify the DOH EPI & Lab if a board, association, or other licensing authority takes any action to revoke or suspend the license, certification, or accreditation of CDC Foundation or CDC Foundation's employees or agents providing or performing services under this MOU.

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(f) FINANCIAL RESPONSIBILITY.

Each party shall bear and be responsible solely for its own costs and expenses necessary to comply with this MOU.

(g) COMPLIANCE WITH LAWS.

CDC Foundation shall comply with all applicable laws and regulations in the performance of this MOU.

(h) SEVERABILITY.

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

4. DESIGNATED REPRESENTATIVE

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

Department of Health designates:

Dr. Esther M. Ellis
Territorial Epidemiologist
Charles Harwood Complex
3500 Estate Richmond
Christiansted, USVI 00820

CDC Foundation designates:

Krystal Sarcone, MPH, MPH, PMP
COVID-19 Corps Core Program Manager, Regions 1-3 & 5
ksarcone@cdcfoundation.org

5. LIABILITY OF OTHERS

Nothing in this MOU shall be construed to impose any liability upon the Government to persons, firms, associations, or corporations engaged by CDC Foundation as servants, agents, or independent contractors, or in any other capacity whatsoever, or make Government liable to any such persons, firms associations, or corporations for the acts, omissions, liabilities, obligations and taxes of CDC Foundation of whatsoever nature, including but not limited to unemployment insurance and social security taxes for CDC Foundation, its servants, agents or independent contractors.

6. ASSIGNMENT

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

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7. INDEMNIFICATION

To the extent permitted by law, CDC Foundation agrees to indemnify, defend and hold harmless Government from and against any and all loss, damage, liability, claims, demands, detriments, cost, charges and expense (including attorney’s fees) and causes of action of whatsoever character which Government may incur, sustain or be subjected to, arising out of or in any way connected to the services to be performed by CDC Foundation under this MOU and arising from any cause, except the sole negligence of Government.

8. 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.

9. 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.

10. 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.

11. CONDITION PRECEDENT

This MOU shall be subject to the availability and appropriation of funds and to the approval of the Commissioner of the Department of Property and Procurement.

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.

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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. 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:

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

Justa E. Encarnacion, RN, BSN, MBA/HCM
Commissioner
Department of Health
1303 Hospital Ground – Suite 10
St. Thomas, VI 00802

Helen Tovar, General Counsel and Compliance
CDC Foundation
600 Peachtree St, NE, Suite 1000
Atlanta, Georgia 30308

16. **INSURANCE:** CDC Foundation shall maintain the following insurance coverages during the term of this MOU

(a) **COMMERCIAL GENERAL LIABILITY:** Commercial general liability insurance, in a form acceptable to the Government, on a “per occurrence” basis with a minimum limit of not less than one million dollars (\$1,000,000.00) for any one person per occurrence for death or personal injury and one million dollars (\$1,000,000.00) for any one



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occurrence for property damage. Insurance policy(ies) shall name the Government of the Virgin Islands as the certificate holder and additional insured via an endorsement.

- (b) **PROFESSIONAL LIABILITY:** Professional liability insurance, in a form acceptable to the Government, which covers the services being performed under this Contract, with policy limits of not less than one million dollars (\$1,000,000.00) per claim. The Government shall be listed thereon as a certificate holder.
- (c) **WORKERS' COMPENSATION:** Contractor shall supply current coverage under the Government Insurance Fund or other form of coverage.

17. FASCIMILE, ELECTRONIC & DIGITAL SIGNATURES

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

[SECTION INTENTIONALLY LEFT BLANK]

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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

Doreen A Dunlop-Harley

Justa E. Encarnacion
Justa E. Encarnacion, Commissioner
Department of Health

11/30/2020

Date

Justa E. Encarnacion

Anthony D. Thomas
Anthony D. Thomas, Commissioner
Department of Property and Procurement

12/14/2020

Date

National Foundation for the Centers for Disease Control and Prevention, Inc.

DocuSigned by:
Sylvia Brooks
6AD875194A9B4F6

DocuSigned by:
Dr. Judith A. Monroe
90304773C37141A
Dr. Judith Monroe, President
CDC Foundation

11/30/2020 | 1:48:31 PM EST

Date

APPROVED AS TO LEGAL SUFFICIENCY

DEPARTMENT OF JUSTICE BY: *Carl E. McDonald* Date 12/14/2020

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