



**MEMORANDUM OF  
UNDERSTANDING BETWEEN  
THE VIRGIN ISLANDS DEPARTMENT OF HEALTH  
&  
THE VIRGIN ISLANDS NATIONAL GUARD  
THROUGH  
THE VIRGIN ISLANDS DEPARTMENT OF PROPERTY AND  
PROCUREMENT**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made this 17<sup>th</sup> day of November 2020, in the Territory of the Virgin Islands, by and between the Government of the Virgin Islands, Department of Health (VIDOH), Territorial Public Health Laboratory (VI PHL), and Virgin Islands National Guard (VING), each a “Party” or collectively “Parties,” through the Department of Property and Procurement.

**WITNESSETH:**

**Whereas**, the Virgin Islands Department of Health is responsible for ensuring health care to the residents of the Territory during this **COVID-19 Pandemic** pursuant to Title 3, Section 23 and Title 19, Section 1, of the Virgin Islands Code; and

**Whereas**, the Virgin Islands National Guard is responsible for serving both community and country. VING’s versatility enables them to respond to domestic emergencies and coordinate support efforts during **COVID-19 Pandemic**; and

**Whereas**, the VIDOH requested support from the VING to assist with the collection and processing of **COVID-19** samples in both Districts in the Territory; and

**Whereas**, the VING is assisting pursuant to DOD 4000.19 Support Agreements; and

**Whereas**, the VING is assisting pursuant to AR 5-9, Installation Agreements; and

**Whereas**, the VING is assisting pursuant to NGR 5-2, National Guard Support Agreement; and

**Whereas**, the entities have a common interest in ensuring continued health care services for the community during the **COVID-19 Pandemic**; and

**Whereas**, the entities desire to combine efforts in ensuring the collection and processing of **COVID-19** samples in both Districts in the Territory, 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:

MOU No. G003DOHT21

Initials: DOH    VING



## 1. TERM AND EFFECTIVE DATE

This MOU shall take effect from the date of the last signature of the Parties hereto and shall remain in effect until such time that DOH no longer needs assistance of VING or VING is no longer able to provide the assistance that is the subject of this MOU to DOH, in which instance the MOU may be terminated by either Party pursuant to Paragraph 3.7. Notwithstanding the foregoing, the Parties agree to assess their needs under this MOU every four months to determine whether the MOU should continue in effect. Should the Parties determine the MOU is no longer needed, either Party may provide notice to terminate in accordance with Paragraph 3.7.

## 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) Ensure that the work performed by the VING operators adheres to the State's Clinical Laboratory Improvement Amendments (CLIA-88) compliance requirements and will accept all legal responsibility for the work performed.
- (b) Provide necessary training, as specified by the Public Health Director in the local SOP to perform the specific process, test or diagnostics to ensure competency and accuracy of reporting results in accordance with the applicable laws and regulations.
- (c) Provide a coordinator to lead the mission.
- (d) Provide PPE, fit testing of staffing, mobile testing equipment, and specimen/lab supplies.

3.2 Virgin Islands National Guard shall be responsible for:

- (a) Provide staffing of at least three persons per field unit (i.e. specimen collection, lab assistant, and unit lead) to assist with the collection and processing of COVID-19 samples.
- (b) Follow the local Virgin Islands Public Health Laboratory (VI PHL), a division of VI DOH, Standard Operating Procedures (SOP) to perform the specific process, test or diagnostics to ensure competency and accuracy of reporting results.
- (c) Provide weekly burn rates of Personal Protective Equipment (PPE) needs.
- (d) These obligations are contingent on the VING's determination that the capabilities exist to render the requested support without jeopardizing its assigned missions.



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**3.3 PERSONNEL:** Each Party is responsible for all costs of its personnel, including pay and benefits, support, and travel. Each Party is responsible for supervision and management of its personnel.

**3.4 REVIEW OF AGREEMENT:** This MOU will be reviewed every four months to determine if assistance is still required.

**3.5 MODIFICATION OF AGREEMENT:** This MOU may only be modified by the written agreement of the Parties, duly signed by their authorized representatives.

**3.6 DISPUTES:** Any disputes relating to this MOU will, subject to any applicable law, Executive Order, Directive, or Instruction, be resolved by consultation between the Parties or in accordance with DoDI4000.19.

**3.7 TERMINATION OF AGREEMENT:** This MOU may be terminated by either Party by giving at least 30 days written notice to the other party. The MOU may also be terminated at any time upon mutual written consent of the Parties.

**3.8 TRANSFERABILITY:** This MOU is not transferable except with the written consent of the Parties.

**3.9 ENTIRE AGREEMENT:** It is expressly understood and agreed that this MOU embodies the entire understanding between the Parties regarding the MOU's subject matter.

**3.10 FUNDS AND MANPOWER:** This MOU does not document nor provide for the exchange of funds or manpower between the Parties nor does it make any commitment of funds or resources by either Party.

**4. DESIGNATED REPRESENTATIVE**

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

**Department of Health designates:**

Dr. Brett R Ellis PhD MSPH PHLD(ABB)  
Director, Territorial Public Health Laboratory  
3500 Estate Richmond, Christiansted  
St. Croix, VI 00820-4370  
brett.ellis@doh.vi.gov

**Virgin Islands National Guard designates:**



Maj Seanna Richards, 23<sup>rd</sup> WMD CST COMMANDER  
SEANNA.L.RICHARDS.MIL@MAIL.MIL OR 340-332-5643

Maj David Ginn, 23<sup>rd</sup> WMD CST PHYSICIAN ASSISTANT  
DAVID.M.GINN2.MIL@MAIL.MIL OR 340-332-5628

**5. ASSIGNMENT**

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

**6. 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.

**7. 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.

**8. 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.

**9. 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.

**10. CONFLICT OF INTEREST**

Both Parties covenant that it has no interest and will not acquire any interest direct or indirect,



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which would conflict in any manner or degree with the performance of services required to be performed under this MOU.

**11. 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, MBA  
Commissioner  
Department of Property and Procurement  
8201 Sub Base, Suite 4  
St. Thomas Virgin Islands 00802

Justa E. Encarnación, RN, BSN, MBA/HCM  
Commissioner  
Department of Health  
3500 Estate Richmond  
St. Croix, VI 00820

BG Kodjo Knox-Limbacker  
The Adjutant General  
Attention: USPFO, RR #1  
Box 9201, Kingshill  
St. Croix, VI 00850

**12. FASCIMILE, ELECTRONIC & DIGITAL SIGNATURES**

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

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

**WITNESSES**

**GOVERNMENT OF THE VIRGIN ISLANDS**

Denise Harley

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

11/9/2020

Date



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*[Signature]*

*[Signature]*

Anthony D. Thomas, Commissioner  
Department of Property and Procurement

11/17/2020  
Date

**AGREED:**

**IN WITNESS WHEREOF**, I have executed this MOU by authority of the Virgin Islands National Guard to be effective as of the Effective Date provided herein.

**WITNESS**

**VIRGIN ISLANDS NATIONAL GUARD**

*[Signature]*  
Capt. Felix Williams USAF

*[Signature]*  
BG Kodjo Knox-Limbacker  
The Adjutant General

16 NOV 2020  
Date

APPROVED AS TO LEGAL SUFFICIENCY  
DEPARTMENT OF JUSTICE BY:

*[Signature]*

Date 11/17/2020