



**MEMORANDUM OF  
UNDERSTANDING BETWEEN  
THE VIRGIN ISLANDS DEPARTMENT OF HEALTH AND  
THE FEDERAL EMERGENCY MANAGEMENT AGENCY REGION II  
THROUGH  
THE VIRGIN ISLANDS DEPARTMENT OF PROPERTY AND  
PROCUREMENT**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made this 18th day of December 2020, in the Territory of the Virgin Islands, by and between the Government of the Virgin Islands, Department of Health (VIDOH) and Federal Emergency Management Agency Region II (FEMA), 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 the COVID-19 Pandemic pursuant to Title 3, Chapter 23 and Title 19, Chapter 1, Part 1, of the Virgin Islands Code; and

Whereas, the Federal Emergency Management Agency Region II is responsible to help people before, during, and after disasters, within New Jersey, New York, Puerto Rico and the U.S. Virgin Islands. In support of its mission, FEMA Region II may deploy Federal personnel in a surge to a discrete area of operations in response to all-hazards.

Whereas, this Agreement sets forth the terms by which FEMA and VIDOH will provide COVID-19 testing services in order to protect the workforce and limit the spread of COVID-19 during response operations to an all-hazards incident involving the surge of Federal personnel in to the area of operations. The VIDOH agrees to provide the below mentioned testing and laboratory services at no cost to FEMA.

Whereas, the agencies have a common interest in protecting the workforce through the testing of all deploying Federal responders; and

Whereas, the agencies desire to combine efforts to combat the spread of COVID-19 and minimizing exposures 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

This MOU shall be effective upon the date of execution of this MOU by the Commissioner of the Department of Property and Procurement and will remain in effect until a declaration from the Governor that the State of Health Emergency, due to the COVID-19 pandemic, has ended.

## 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 Federal Emergency Management Agency Region II shall be responsible for:

- a) Coordinate to implement this Agreement in the event of a response to an all-hazards response impacting or anticipated to impact Territory of the Virgin Islands and requiring Federal support.
- b) Provide notice to VIDOH as soon as feasibly possible regarding the requirement to conduct testing of Federal personnel.
- c) Adhere to guidelines and requirements denoted in Executive Orders regarding COVID-19 testing during mobilization of personnel to the State.
- d) Notify all deploying personnel of the requirement for testing and the process for testing to be completed at the point of debarkation.
- e) Maintain supply of expendable reagents/supplies for clinical testing, as needed.
- f) Provide VIDOH with testing kits to utilize when testing is required.
- g) Deploy a FEMA employee to serve as a liaison during periods when testing is required.
- h) Provide training to VIDOH to conduct the clinical testing of Federal personnel.
- i) Complete contact tracing in accordance with the Privacy Act and FEMA SORNs, and in coordination with State entities.

3.2 Department of Health shall be responsible for:

- a) Coordinate to implement this Agreement in the event of a response to an all-hazards response impacting or anticipated to impact the Territory of the Virgin Islands and requiring Federal support.
- b) Collect clinical samples in compliance with all applicable laboratory standards, Federal Drug Administration guidance, manufacturer's recommendations and identified best practices.
- c) Adhere to guidelines and requirements denoted in Executive Orders regarding COVID-19 testing during mobilization of personnel to the State.



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- d) Receive supply of expendable reagents/supplies for clinical testing, as needed, and store at identified testing sites in accordance with manufacturer's recommendations.
- e) Conduct testing in accordance with all applicable laboratory standards, Federal Drug Administration guidance, manufacturer's recommendations and identified best practices.
- f) Provide results directly to the individual being tested upon completion of the test and identification of results.
- g) Provide non-attributional, aggregated data to the deployed FEMA liaison regarding number of tests received, number of tests resulting in a positive finding, number of tests resulting in a negative finding, and other similar information as appropriate.
- h) Support contact tracing in accordance with the Privacy Act and FEMA SORNs, and in coordination with State entities.
- i) Provide access to incoming Federal personnel for the purpose of testing to a location to be determined and agreed upon by FEMA and VIDOH points of contact, during duty hours, Monday through Friday, 0700HRS - 1900HRS, with the exception of federal holidays and scheduled down days and during other times in the event of an emerging requirement, as available.
- j) Notify FEMA if no longer able to support this Agreement and/or if the Clinical Laboratory Improvement Amendment (CLIA) Certificate of Waiver is no longer valid.

### 3.3 Other Provisions

- a) Nothing in this MOU is intended to conflict with current law or regulation or the directives of FEMA or the VIDOH. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.
- b) Nothing in this MOU is intended to restrict the authority of either party to act as provided by statute or regulation.
- c) Any information shared under this MOU will comply with the Privacy Act, and to the extent required and allowable, the Freedom of Information Act (FOIA), and any other applicable statute, Executive Order, or regulation.
- d) This MOU is between FEMA and VIDOH and does not confer or create any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by any third person or party (public or private) against the United States, its agencies its officers, or any person; or against VIDOH, their officers or employees or any other person. This MOU creates neither a partnership nor a joint venture, and neither party has the authority to bind the other. This agreement is not intended to be enforceable in any court of law or dispute resolution forum.
- e) The parties will use or display each other's name, emblem, or trademarks only in the case of particular projects and only with the prior written consent of the other party. The DHS seal is protected by 18 U.S.C. §§ 506, 701, and 1017, among other laws, and use of the seal is controlled by the DHS Office of Public Affairs through DHS Management Directive No. 0030 (MD 0030). Written permission is required to use the



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DHS Seal and FEMA logo. Any party to this MOU that is not a Federal entity may only use an official DHS seal or FEMA logo upon written permission from DHS.

- f) Any specific work or activity that involves the transfer of funds among the parties will require execution of a separate inter-governmental services agreement and will be contingent upon the availability of appropriated funds, as authorized by a FEMA contracting officer.

#### 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  
 340-626-1654 (cell)

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

FEMA designates:

Bryan Krane  
 Response Division  
 Region II  
 Federal Emergency Management Agency  
 Department of Homeland Security  
 Mobile: (540) 532-0997  
 Email: Bryan.Krane@fema.dhs.gov

Jason Wind  
 Response Division  
 Region II  
 Federal Emergency Management Agency  
 Department of Homeland Security  
 Mobile: (917) 731-9270  
 Email: Jason.Wind@fema.dhs.gov



**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. TERMINATION**

Either party will have the right to terminate this MOU with or without cause on fifteen (15) days written notice to the other party specifying the date of termination.

**10. 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. The use of Federal facilities, supplies and services undertaken under this MOU will be in compliance with regulations promulgated by FEMA under the Stafford Act guaranteeing non-discrimination and prohibiting duplication of benefits. (See 44 CFR 206.11 and 206.191.).



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**11. 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.

**12. 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 Subbase, 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, Virgin Islands 00802

Dale Mcshine  
Deputy Regional Administrator,  
Region II  
Federal Emergency Management Agency  
Department of Homeland Security  
One World Trade Center  
New York, New York 10007

**13. FASCIMILE, 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**

<u>Dorise A Dunlop-Harley</u>	<u>Justa Encarnacion</u>	12/10/2020
	Justa E. Encarnacion, Commissioner Department of Health	Date

<u>Magdalene S. Francis</u>	<u>Anthony D. Thomas</u>	12/18/2020
	Anthony D. Thomas, Commissioner Department of Property and Procurement	Date

**FEDERAL EMERGENCY MANAGEMENT AGENCY REGION II**

BRYAN J KRANE	Digitally signed by BRYAN J KRANE Date: 2020.12.09 17:50:30 -05'00'	DALE F MC SHINE	Digitally signed by DALE F MC SHINE Date: 2020.12.09 17:32:19 -05'00'	09DEC2020
Witness		Dale Mcshine, Deputy Regional Administrator FEMA Region II		Date

APPROVED AS TO LEGAL SUFFICIENCY  
DEPARTMENT OF JUSTICE BY: Paul E. McNeil Date 12/18/2020  
Assistant Attorney General

MOU No. G016DOHT21

Initials: DM