

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
DEPARTMENT OF HOMELAND SECURITY/  
FEDERAL EMERGENCY MANAGEMENT AGENCY  
AND THE  
TERRITORY OF THE U.S. VIRGIN ISLANDS  
FEMA-4513-DR (COVID-19)**

**I. BACKGROUND**

Pursuant to major disaster declaration FEMA-4513-DR (COVID-19) and the associated FEMA-State Agreement, the Territory of the U.S. Virgin Island (Recipient) may request assistance from the Federal Emergency Management Agency (FEMA) to provide personnel to support the Recipient, and its Subrecipients' (e.g. local governments, tribal governments, private non-profits), COVID-19 vaccination implementation and distribution, as described in this Agreement and associated documents, as applicable.

**II. AUTHORITY**

The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, Secs. 402 and 403, 42 U.S.C. §§ 5170a and 5170b.

**III. PURPOSE**

This Agreement outlines how FEMA-provided personnel (FEMA employees, FEMA Corps members, other federal agency employees who are members of the DHS Surge Capacity Force, and FEMA contractors) will handle Personally Identifying Information/Protected Health Information (PII/PHI) when providing assistance to the Recipient and its Subrecipients in its administration and delivery of COVID-19 vaccinations.

**IV. RESPONSIBILITIES**

**A. Recipient**

Any information collected as a result of FEMA-provided personnel's work on behalf of the Recipient belongs to the Recipient or Subrecipient and is not a Federal Record pursuant to the Federal Records Act of 1950 (44 U.S.C., Chapters 21, 29, 31, and 33, as amended).

The Recipient and/or its Subrecipients is responsible for ensuring compliance with all relevant applicable law and regulation related to this information collection activity. This includes, but is not limited to, the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. § 1320, as amended) and

any other relevant information collection and/or security requirements. Because all information is collected by the Recipient and/or Subrecipient for its purposes, the Privacy Act of 1974 (5 U.S.C. § 552a, as amended), the Federal Records Act of 1950 (44 U.S.C. §§ 21, 29, 31, and 33, as amended), and the Paperwork Reduction Act of 1980 (44 U.S.C. §§ 3501–3521, as amended) do not apply.

The Recipient and/or Subrecipient agrees it is solely responsible for data integrity and to protect any PII/PHI data in their custody or control to the extent required by applicable law. The Recipient and/or Subrecipient will provide appropriate privacy and security training to FEMA-provided personnel who have access to PII/PHI that is normally provided by the Recipient/Subrecipient to its own personnel.

Where data is controlled by the Subrecipient, the Subrecipient is the data owner responsible for ensuring compliance with the Agreement. The Recipient agrees to furnish a copy of this Agreement to the Subrecipient.

#### **B. FEMA**

FEMA may provide personnel (FEMA employees, FEMA Corps members, other federal agency employees who are members of the DHS Surge Capacity Force, and FEMA contractors) to support the Recipient and/or its Subrecipients in the administration and delivery of vaccinations through the following tasks, among others:

- 1) Handling/data entry into Recipient/Subrecipient's IT systems. Such data may include PII/PHI.
- 2) Staffing vaccination call centers for the Recipient/Subrecipient, which may involve the handling/recording of PII/PHI.
- 3) Intake/registration at Recipient/Subrecipient vaccination locations, which may involve the handling/recording of PII/PHI.

Recipients/Subrecipients will be using either their own, non-FEMA, non-federal government web-based IT systems/programs, or the Vaccine Administration Management System (VAMS). VAMS is, a web-based IT portal operated and authorized by the U.S. Department of Health and Human Services (HHS)/Center for Disease Control (CDC).

FEMA provided personnel, while supporting Recipients/Subrecipients, will enter data either into VAMS or a State system. FEMA provided personnel must not collect, enter, or maintain data into a FEMA IT system, form, or other collection.

FEMA-provided personnel will maintain the confidentiality of any information handled pursuant to this Agreement to the extent permitted by Federal law.

## **V. POINTS OF CONTACT**

The Recipient's Principal Representative is Commissioner Justa E. Encarnacion. FEMA's Principal Representative is Brice Acosta. [brice.acosta@fema.dhs.gov](mailto:brice.acosta@fema.dhs.gov). Commissioner Encarnacion and Mr. Acosta are hereby appointed to serve as points of contact on matters relating to this MOU.

## **VI. OTHER PROVISIONS**

A. Nothing in this Agreement is intended to conflict with current law or regulation or the directives of DHS/FEMA or the Recipient, nor the FEMA-State Agreement for the disaster. 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 Agreement is intended to restrict the authority of either party to act as required by statute or regulation.

C. This Agreement is between DHS/FEMA and the Recipient and does not confer or create any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or in equity, onto any third person or party (public or private) against the United States, its agencies, its officers or employees, or any person; or against the Recipient, its officers or employees, or any other person.

D. The parties will use or display each other's name, emblem, or trademarks only with respect to particular projects and only with the prior written consent of the other party. This Agreement does not constitute consent to use FEMA or The Department of Homeland Security (DHS) seals or emblems. 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. 123-06. Written permission is required to use the DHS Seal. Any party to this agreement that is not a Federal entity may only use an official DHS seal or logo upon written permission from DHS.

E. The parties to this Agreement shall carry out its responsibilities in an equitable and impartial manner free from discrimination in accordance with Section 308 of the Stafford Act as applicable. 42 U.S.C. § 5151.

F. This Agreement is not a fiscal or funds obligation document. Any services, equipment or personnel provided to DHS/FEMA to accomplish the goals anticipated under this agreement are done so without expectation of reimbursement or the payment of fees related to the provision of such services.

equipment, or personnel, unless otherwise agreed. Any specific work or activity that involves the transfer of funds, services, or property among the parties will require execution of a separate agreement and will be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory or other legal authority. This Agreement does not provide such authority.

G. Any ancillary reimbursement agreements must be in writing and signed by both parties.

H. This Agreement, upon execution, contains the entire agreement of the parties and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter.

## **VII. LIABILITY**

As required by FEMA's regulations, 44 C.F.R. § 206.208, and as previously agreed to by the Governor in the FEMA-State Agreement for the disaster, the Recipient shall hold and save the United States free from damages due to the requested work, and shall indemnify the Federal Government against any claims arising from such work.

## **VIII. MODIFICATION**

This Agreement may be modified upon the mutual, written consent of the parties.

## **IX. EFFECTIVE DATE**

The terms of this Agreement are effective as of December 24, 2020.


## **X. TERMINATION**

The terms of this Agreement, as modified with the consent of both parties, will remain in effect until December 31, 2021. The Agreement may be extended by mutual written agreement of the parties. Either party upon 14 days' written notice to the other party may terminate this Agreement.

## **XI. COUNTERPART SIGNATURES**

This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by electronic mail (e-mail) in the form of a .pdf format data file, such signature shall create a valid and binding obligation of the party executing with the same force and effect as if such e-mailed or .pdf signature page were an original thereof.

**AGREED:**

  
Adrienne L. Williams-Octalien  
Governor's Authorized Representative  
U.S. Virgin Islands

2/10/2021  
Date


**JOHN W  
COVELL**

Digitally signed by  
JOHN W COVELL  
Date: 2021.02.09  
12:32:45 -04'00'


John Covell  
Deputy Federal Coordinating Officer  
FEMA-4513-DR

\_\_\_\_\_  
Date

**GOVERNMENT OF THE VIRGIN ISLANDS**

  
Justa E. Encarnacion, Commissioner  
Department of Health

2-10-2021  
Date

  
Anthony D. Thomas  
MKT  
Department of Property and Procurement

2/16/2021  
Date

APPROVED AS TO LEGAL SUFFICIENCY  
DEPARTMENT OF JUSTICE BY:  Date 2/16/2021  
Assistant Attorney General