



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

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made this 19th day of May 2023, in the Territory of the Virgin Islands, by and between the Government of the Virgin Islands, Department of Health (DOH), Division of Environmental Health (DEH or Provider) and the National Environmental Health Association (NEHA or Recipient), 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 the health of the public pursuant to Title 3, Chapter 23 and Title 19, Chapter 1, Part 1, of the Virgin Islands Code; and

WHEREAS, NEHA is a recipient of a Federal award 6 NUE1EH001426-02-01 from the Department of Health and Human Services; and

WHEREAS, the parties have a common interest in strengthening environmental health capacity (EHC) to detect, prevent, and control environmental health hazards through data-driven, evidence-based approaches; and

WHEREAS, the agencies desire to combine efforts in ensuring the security of data sharing guidelines 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 shall terminate September 1, 2023.

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, Division of Environmental Health is responsible for the following:

- (a) DEH will collect the data from the various Food Establishments
- (b) DEH will provide Food Establishment data collected to the NEHA for analysis.
- (c) DEH will accept the results of the analyzed data from NEHA and request additional information from the various Food Establishments, if deemed necessary

3.2 NEHA is responsible for the following:

- (a) The data recipient, NEHA, will not release the names of individuals, or information that could be linked to an individual, nor will the recipient, NEHA, present the results of data analysis in any manner that would reveal the identity of individuals.
- (b) The data recipient, NEHA, will not release individual addresses, nor will the recipient, NEHA, present the results of data analysis in any manner that would reveal individual addresses.
- (c) The data recipient, NEHA, will not release data to a third party without prior approval from the data provider, the Virgin Islands Department of Health, Division of Environmental Health.
- (d) The data recipient, NEHA, will not share, publish, or otherwise release any findings or conclusions derived from analysis of data obtained from the data provider, the Virgin Islands Department of Health, Division of Environmental Health, without prior written approval from the data provider, the Virgin Islands Department of Health, Division of Environmental Health.
- (e) All data transferred to recipient, NEHA, by data provider, the Virgin Islands Department of Health, Division of Environmental Health, shall remain the property of data provider, the Virgin Islands Department of Health, Division of Environmental Health, and shall be returned to data provider, the Virgin Islands Department of Health, Division of Environmental Health, upon termination of the Agreements.

3.3 Joint responsibilities regarding the Food Establishment data that will be shared:

- (a) Both parties shall comply with all Federal and State laws and regulations governing the confidentiality of the information that is the subject of this Agreement.
- (b) Any third party granted access to data, as permitted under condition 3.2 (c), above, shall be subject to the terms and conditions of this agreement. Acceptance of these terms must be provided in writing by the third party before data will be released.

4. DESIGNATED REPRESENTATIVE

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

Department of Health designates:

Dr. Wanson S. Harris Jr., CIH, COHC
Director of the Division of Environmental Health



Virgin Islands Department of Health
Division of Environmental Health
3500 Estate Richmond, St. Croix USVI 00820



NEHA designates:

Jesse C. Bliss, Director PPD Department
720 S. Colorado Blvd., Suite 105A
Denver, CO 80246-1910

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 National Environmental Health Association (NEHA) 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 National Environmental Health Association (NEHA) of whatsoever nature, including but not limited to unemployment insurance and social security taxes for National Environmental Health Association (NEHA), its servants, agents or independent contractors.

6. ASSIGNMENT

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

7. INDEMNIFICATION

National Environmental Health Association (NEHA) 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 National Environmental Health Association (NEHA) 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



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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 sixty (60) 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. 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:



Lisa M. Alejandro, Acting 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
3500 Estate Richmond
Christiansted, St. Croix VI 00820

Gail P. Vail
Associate Executive Director
Finance & Administration
National Environmental Health Association (NEHA)
720 S. Colorado Blvd., Suite 105A Denver, CO
80246-1910

16. FACSIMILE, ELECTRONIC & DIGITAL SIGNATURES

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

[INTENTIONALLY LEFT BLANK]



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

GOVERNMENT OF THE VIRGIN ISLANDS

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

3/18/2023
Date

Lisa M. Alejandro
Lisa M. Alejandro, Acting Commissioner
Department of Property and Procurement

5/19/2023
Date

THE NATIONAL ENVIRONMENTAL HEALTH ASSOCIATION

GP Vail
Gail P. Vail, Associate Executive Director
Finance & Administration

03/17/2023
Date

APPROVED AS TO LEGAL SUFFICIENCY
DEPARTMENT OF JUSTICE BY: *Carol E. McDougal* Date 5/19/2023
Assistant Attorney General