

MI-21-1255
~~C14750~~
C14750

AGREEMENT

AMONG

DEPARTMENT OF HEALTH & HUMAN SERVICES

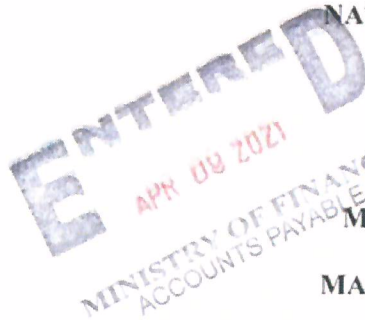
NATIONAL EMERGENCY OPERATION CENTER

AND

COLLEGE OF THE MARSHALL ISLANDS

MARSHALL ISLANDS POLICE DEPARTMENT

MAJURO ATOLL LOCAL POLICE DEPARTMENT



This Agreement ("Agreement") is made in September 2020, by and among the Department of Health & Human Services ("DOHHS"), Marshall Islands Police Department ("MIPD"), National Emergency Operation Center ("NEOC"), Majuro Atoll Local Police Department Government ("MAPD"), and the College of the Marshall Islands ("CMI").

In this Agreement, the parties providing the services are MIPD, MAPD, and CMI, and the parties receiving the services are DOHHS and NEOC.

Whereas, DOHHS, through the Department of Finance and the National Disaster Committee and the Office of the Chief Secretary, and in conjunction with the NEOC, has been tasked with providing quarantine services on CMI's Arrack campus with the assistance of MIPD through the Department of Public Safety, Majuro Atoll Local Police Department through Majuro Atoll Local Government, and CMI; and

Whereas, MIPD, MAPD, and CMI have the trained personnel and proper facilities required to provide the services requested to support the DOHHS with a Quarantine Medical Center on CMI's Arrack campus during this pandemic;

WITNESSETH, that DOHHS, NEOC, MIPD, MAPD, and CMI, in consideration of the mutual covenants herein, agree as follows:

I. BACKGROUND AND DESCRIPTION OF SERVICES

1. Background

This Agreement provides for a mutually beneficial relationship among the parties in protecting the health and welfare of the people living in the Republic of the Marshall Islands

("RMI"). On February 07, 2020, the RMI declared a State of Emergency to allow DOHHS and its stakeholders to develop recommendations to prevent or contain the coronavirus from spreading infection in the RMI. As part of the planning, DOHHS and CMI considered using CMI's facilities on the Arrak campus to prepare a Quarantine Medical Center for the RMI (the "AQMC"). The Arrak campus has living quarters with showers, a dining hall, a 24/7 water system, backup power generator, security guards, and other services. The existing Arrak campus facilities can accommodate up to 135 people. DOHHS requires CMI's Arrak campus facilities to house doctors, nurses, and persons who have been in contact with suspected or confirmed COVID-19 cases. DOHHS will also use the existing CMI Arrak campus facilities to perform medical evaluation, monitoring, and reporting of persons under investigation. Additionally, CMI's Arrak campus has un-utilized areas of land that DOHHS can utilize for the construction of additional facilities to ensure the RMI has sufficient capacity for mass quarantine. DOHHS and CMI agree to combine resources to create these other quarantine facilities for current use by DOHHS and future use by CMI for its vocational programs. This strategic partnership and collaboration mutually benefits DOHHS and CMI in achieving their missions.

2. Description of Services

a. The National Emergency Operation Center will ensure that:

- i. sufficient resources are properly allocated to support the activities in this Agreement;
- ii. invoices charged against this Agreement are paid in a timely manner; and
- iii. coordination among the parties to this Agreement is well communicated.

b. The Department of Health and Human Services will:

- i. provide all consumables required to operate the AQMC;
- ii. ensure all medical staffing is required to operate the AQMC;
- iii. ensure the facilitation of timely payment of any charges submitted for reimbursement;
- iv. indemnify CMI of any risk and future liabilities concerning the operation of the AQMC;
- v. jointly liaise with CMI and the community concerning utilization of AQMC as a quarantine facility specifically for COVID-19; and

vi. send a 24-hour pre-alert notification to all parties to this Agreement when persons are sent to the AQMC to be quarantined.

c. College of the Marshall Islands will

i. provide the Arrak campus facilities (see appendix A) to DOHHS for the sole purpose of establishing the AQMC;

ii. ensure all essential staffing required to operate the AQMC including (A) security personnel to safeguard CMI assets; (B) cafeteria; and (C) maintenance staff;

iii. ensure the Arrak campus is fully operational 24/7, including, but not limited to, running water and electricity;

iv. provide regular maintenance on the AQMC to ensure they itis in good working condition;

v. jointly liaise with DOHHS and the community concerning AQMC being utilized as a quarantine facility specifically for COVID-19;

vi. provide access of CCTV to the parties to this Agreement; and

vii. provide room and board within the facility for staff that are assigned to the AQMC.

d. Marshall Islands Police Department shall:

i. provide a minimum of 4 police officers for the AQMC – only during times when the site is operational for the purpose of quarantine;

ii. coordinate with MAPD and CMI security personnel to ensure the safety of the personnel, staff, persons under active surveillance (“PUAS”), contacts of COVID-19, and the community;

iii. coordinate with DOHHS and MAPD on the apprehension of escapees from AQMC;

iv. provide oversight and management of security personnel to ensure there is full security coverage at the AQMC during times when the site is operational for the purpose of quarantine;

v. ensure security staffing is adequate per agreed number of occupants;
and

vi. properly and in a timely manner submit payment requests for staff through properly calculated timesheets.

e. Majuro Atoll Local Police Department shall:

i. provide a minimum of 4 police officers for the AQMC – only during times when the site is operational for the purpose of quarantine;

ii. coordinate with MIPD and CMI security personnel to ensure the safety of the personnel, staff, persons under active surveillance (“PUAS”), contacts of COVID-19, and the community;

iii. coordinate with DOHHS and MIPD on the apprehension of escapees from AQMC;

iv. ensure security staffing is adequate per agreed number of occupants;

v. properly and in a timely manner submit payment requests for staff through properly calculated timesheets; and

vi. assist the MIPD and CMI security personnel to ensure the safety of the personnel, staff, PUAS, contacts of COVID-19, and the community.

II. PAYMENT & FUNDING

1. This Agreement is funded with an allocation of \$523,908.00 for the duration of the terms set forth in this contract. To comply with DOFBS policies and procedures, the projected budget for this Agreement will be obligated on an annual basis in two equal installments as follows: (a) first-year installment of \$261,954.00; and (b) second-year installment of \$261,954.00.

2. All expenses incurred by CMI for the operation of the AQMC shall be reimbursed by the DOHHS up to \$523,908.00. On a monthly basis, CMI will submit to DOHHS financial reports with supporting documents to verify the expenditures for reimbursement.

3. Provide an initial payment of \$7,500.00 to CMI within 7 days after the Agreement is signed to immediately clean the facilities.

4. All expenses will be subject to review by the Department of Finance and NDC.

ENTERED
APR 08 2021
MINISTRY OF FINANCE
ACCOUNTS PAYABLE

5. All unspent funds will be returned to the Department of Finance.

III. TERM/TERMINATION OF AGREEMENT

1. This Agreement shall become effective on October 1, 2020, and shall remain in effect (i) until September 30, 2022; (ii) until terminated upon mutual agreement of the parties; or (iii) terminated unilaterally by any party to this Agreement upon the giving of 60 days written notice.

2. Upon termination of this Agreement, services under this Agreement shall cease.

IV. NOTICES

All notices required or permitted under this Agreement shall be given in writing to all other parties to this Agreement at their then-current mailing address or personally delivered to the party or sent to their email address.

V. AMENDMENT

This Agreement may be modified or amended only in writing and agreed by all parties.

VI. LIABILITY

DOHHS shall indemnify and hold harmless CMI, MIDP, and MAPD against any loss or liability arising by reason of any use or condition of the AQMC during the term of the Agreement, provided that no such indemnification shall be required with respect to losses or liabilities arising by reason of the affirmative negligence of any the employees or agents of CMI, MIDP, and MAPD.

VII. SEVERABILITY

If any provision of this Agreement is found to be invalid, it shall not affect the other provisions of this Agreement and this Agreement shall remain in full force and effect without such provision.

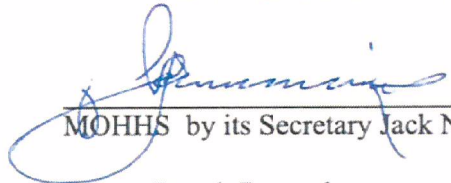
VIII. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the Republic.


ENTERED
APR 04 2021
MINISTRY OF FINANCE
ACCOUNTS PAYABLE

In witness whereof, the parties hereto have signed this Agreement on the dates shown with respect to each of the signatures below.

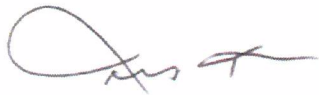
Dated: December 31, 2020


MOHHS by its Secretary Jack Niedenthal

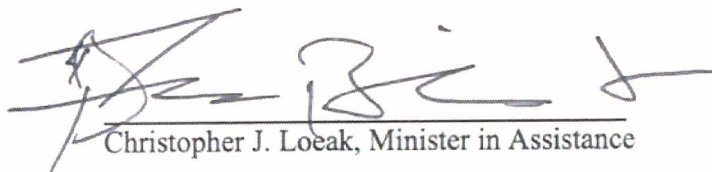
Dated: December , 2020


NEOC by its Chairperson Timmy Langrine

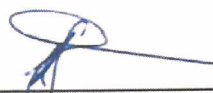
Dated: December 31, 2020


National Disaster Committee by its
Chairperson Kino Kabua

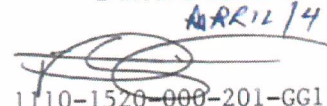
Dated: December 31, 2020


Christopher J. Loeak, Minister in Assistance

Dated: December 31, 2020

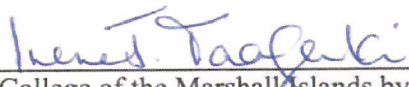

Approved as to Form and Execution by
Attorney-General Richard Hickson

Dated: December 31, 2020



1110-1520-000-201-GG1125
Certified as to Funds Available - NTE:
\$523,908.00 Acct. No. _____ by
Patrick Langrine
Secretary of Finance

* less \$5,704.00
from obligation amount.

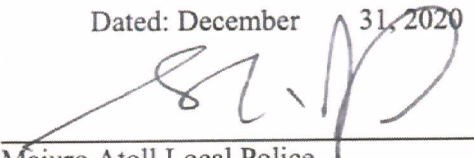
Dated: December 31, 2020


College of the Marshall Islands by
its President Dr. Irene Taafaki

Dated: December 31, 2020


Marshall Islands Police Department by the
Commissioner of the Department of
Public Safety, George Lanwi

Dated: December 31, 2020


Majuro Atoll Local Police
Department by Majuro Mayor
Ladie Jack





MI-20-1464
C14425

JOINT MEMORANDUM OF AGREEMENT

BETWEEN

MINISTRY OF HEALTH & HUMAN SERVICES,
MAJURO ATOLL LOCAL GOVERNMENT,
MARSHALL ISLANDS POLICE DEPARTMENT



AND THE

COLLEGE OF THE MARSHALL ISLANDS

NOV 23 2020

This Agreement is made this 1st day of October, 2020 by and between _____, referred to as _____ whose address is _____, and the College of the Marshall Islands, also referred to as CMI, who's mailing address is P.O. Box 1258, Majuro, Republic of the Marshall Islands 96960.

In this Agreement, the party who will be providing the services shall be referred to as MIPD, MALGOV, CMI, and the party who will be receiving the services shall be referred to as MOHHS.

Whereas, MOHHS....; and

Whereas, Marshall Islands Police Department, Majuro Atoll Local Government, and CMI have the trained personnel and proper facilities required to formalize this partnership to support the MOHHS with the Arrak Quarantine Center during this pandemic; and

NOW, THEREFORE, be it known that all parties agree, as applicable, to the following:

WITNESSETH, MOHHS, CMI, MIPD, and MALGOV in consideration of the mutual covenants hereinafter set out and agree as follows:

SECTION I. BACKGROUND AND DESCRIPTION OF SERVICES



1. Background

This partnership allows for a mutually beneficial collaboration between the two parties in protecting the health and welfare of the people living in the Republic of the Marshall Islands. On February 07, 2020, the Republic of the Marshall Islands declared a State of Emergency to allow MOHHS and its stakeholders to develop recommendations to prevent or contain the coronavirus from spreading in the RMI. As part of the planning, the MOHHS and CMI discussed using the CMI Arrak facilities to prepare a Quarantine Medical Center for the RMI.

The campus has living quarters with showers, a dining hall, a 24/7 water system and backup power generator, patrol guards, and other services. The existing Arrak campus facilities can accommodate up to 135 people at its existing facilities. The MOHHS needs the CMI Arrak facilities to house doctors, nurses, and persons who have been in contact with suspected or confirmed COVID-19 cases. The MOHHS will also use the existing CMI Arrak facilities to perform medical evaluation, monitoring, and reporting persons under investigation (PUI).

The CMI Arrak campus also has the land space that the MOHHS can use to build additional facilities to ensure the RMI has sufficient capacity for mass quarantine. CMI and MOHHS agreed to combine resources to create other quarantine facilities, for future use by CMI for its Vocational Programs. This strategic partnership and collaboration will mutually benefit both parties in achieving their missions.

2. DESCRIPTION OF SERVICES

RMI NATIONAL EMERGENCY OPERATION CENTER (NEOC):

1. NEOC will ensure sufficient resources are properly allocated to support the activities stipulated in this MOA.
2. Ensure invoices charged against this MOA are paid in a timely manner.
3. Ensure coordination among the parties to this MOA is well coordinated and communicated.

MINISTRY OF HEALTH AND HUMAN SERVICES:

4. MOHHS will provide all consumables required to operate the Quarantine Medical Center facility.

NOV 23 2020



5. MOHHS will ensure all medical staffing is required to operate the Quarantine Medical Center facility.
6. MOHHS will ensure the facilitation of timely payment of any charges submitted for reimbursement.
7. MOHHS will indemnify CMI of any risk and future liabilities.
8. MOHHS will provide \$7,500.00 to CMI 7 days after the MOA is signed to clean the facility when MOHHS vacates them following the end of the State of Emergency and when the Travel Advisories is lifted.
9. To jointly liaise with CMI and the community concerning Arrak CMI Campus use as a quarantine facility specifically for COVID-19.
10. MoHHS management team will send a 24-hour pre-alert notification to all parties to this MOA when people are sent to Arrak Center to be quarantined.

COLLEGE OF THE MARSHALL ISLANDS:

1. CMI will provide the Arrak Facilities (see appendix A) to MOHHS for the sole purpose of establishing a Quarantine Medical Center.
2. CMI will ensure all essential staffing required to operate the Quarantine Medical Center facility:
 - a. Security Personnel - to safeguard CMI assets
 - b. Cafeteria
 - c. Maintenance Staff
3. CMI will ensure the Arrak Campus is fully operational 24/7, including but not limited to running water and electricity.
4. CMI will provide regular maintenance on the quarantine facilities at CMI Arrak campus to ensure they are in good working condition.
5. To jointly liaise with MoHHS with the community concerning Arrak CMI Campus being used as a quarantine facility specifically for COVID-19.
6. To provide access of CCTV to the parties to this MOA
7. To provide room and board within the facility for staffs that are assigned to the Arrak Quarantine Facility

MARSHALL ISLANDS POLICE DEPARTMENT:

1. To provide a minimum of four (4) police officers for Arrak Quarantine Center - only during when the site is operational for the purpose of quarantine.



2. To coordinate with Majuro Atoll Local Police Department and CMI Security Personnel to ensure the safety of the personnel, staffs, persons under active surveillance (PUAS), contacts of COVID-19 and the community
3. To coordinate with MoHHS on the apprehension of escapees
4. To provide oversight & management of security personnel to ensure there is full security coverage at the Arrak Quarantine Center when the site is operational for the purpose of quarantine.
 - a. *Ensure security staffing is adequate per agreed number of occupants*
 - b. *Submission of Payment Request for staff timesheets is the sole responsibility of the MIPD*

MAJURO ATOLL LOCAL GOVERNMENT:

1. To provide a minimum of four (4) police officers for Arrak Quarantine Center - only during when the site is operational for the purpose of quarantine.
 - a. *Ensure security staffing is adequate per agreed number of occupants*
 - b. *Submission of Payment Request for staff timesheets is the sole responsibility of the MalGov*
2. To assist the National Police Department and CMI Security Personnel to ensure the safety of the personnel, staffs, persons under active surveillance (PUAS), contacts of COVID-19 and the community

SECTION II. PAYMENT & FUNDING TERMS- Upon completion of the MOA signature, 25% of first-year allocated funding will be disbursed to CMI upon a written payment request. Payment shall be released within 5 business days. Subsequent payments will be based on a reimbursement basis with a written payment request, supported by invoices or any proof of payments. All unspent funds must be returned to the Secretary of Finance at the end of the MOA.

1. **Funding Terms-** This MOA is allocated with a funding of \$523,908.00 for the duration of the terms set forth in this contract. To comply with MOFBS policies and procedures, the projected budget for this MOA will be obligated on an annual basis in two equal installments. Following is the breakdown of the two installments.
 - a. First year installment- \$261,954.00
 - b. Second year installment- \$261,954.00

All expenses incurred by CMI for the operation of the Quarantine Medical Center at Arrak Campus shall be reimbursed by the MoHHS up to \$523,908.00. CMI will submit to MoHHS financial reports on a monthly basis including supporting documents to verify the expenditure reports.



All expenses will be subject to review for allowability by the Ministry of Finance.

All unspent funds will be returned to the Ministry of Finance.

SECTION II. TERM/TERMINATION OF AGREEMENT- This MOA is at-will and may be modified by the mutual consent of authorized officials from CMI and MOHHS. This MOA shall become effective on XXXX and shall remain in effect until written notice of not less than 60 working days is communicated by the party intending to terminate. In the absence of mutual agreement by the authorized officials from CMI, MOHHS, and RMI Government this MOA shall end on XXXX.

1. Upon termination of this Agreement, services under this paragraph shall cease.
2. This MOA may be terminated mutually by a written notice between the parties or unilaterally by either party given the thirty (30) days' written notice.
3. This MOA shall be in force from the date of signing by both parties, the President of the College of the Marshall Islands....

SECTION III. RELATIONSHIP OF PARTIES

It is understood by the parties that the College of the Marshall Islands is an autonomous agency with respect to the Government of the Republic of the Marshall Islands.

SECTION IV. NOTICES

All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or when deposited in the United States mail, postage, prepaid, utilizing certified mail, return receipt requested, addressed as follows:

President
College of the Marshall Islands
P.O. Box 1258
Majuro, Marshall Islands 96960

NOV 23 2020

Parties may change such addresses from time to time by providing written notice to the other in the manner set forth above.



SECTION V. AMENDMENT

This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

SECTION VI. LIABILITY

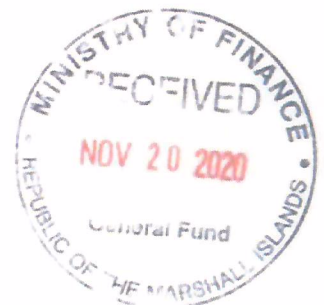
To hold the CMI, MALGOV, and MIDP harmless from any and all property damage and/or personal injury arising from activities governed under this MOA regardless of the nature or cause of said damage and/or injury.

SECTION VII. SEVERABILITY

If any provision of this Agreement shall be deemed by a court of competent jurisdiction to be invalid then such provision shall be deemed stricken from the Agreement and the Agreement shall be enforced according to its valid and subsisting terms and provisions.

SECTION VIII. APPLICABLE LAW

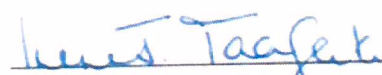
The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties to this Agreement, shall be governed by the laws of the Republic of the Marshall Islands.



NOV 23 2020

IN WITNESS, THEREFORE, the parties have executed the MOA on the date first written

College of the Marshall Islands:

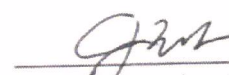


Dr. Irene Taafaki
President, CMI

Date

11/5/2020

Minister in Assistance:

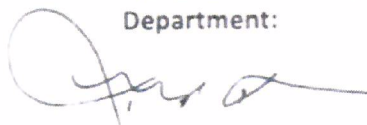


Hon. Christopher Loeak
Minister in Assistance

Date




National Disaster Committee:
Department:

 11/6/20

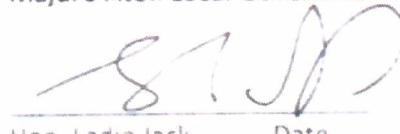
Kino Kabua Date
Chair, NDC

Marshall Islands Police

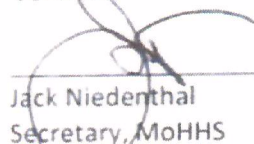
 11-06-20

George Lanwi Date
Commissioner, MIPD


Majuro Atoll Local Government:

 11/5/20
Hon. Ladie Jack Date
Mayor, MalGov


Ministry of Health & Human
Services:

 11/6/20
Jack Niedenthal Date
Secretary, MoHHS

Certification of Funds:


Maybelline Andon-Bing Date
Secretary, MOFBS

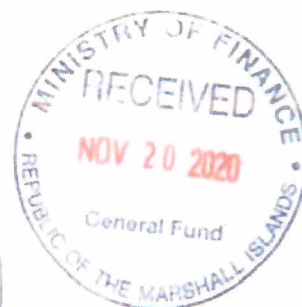
Approved to Legal Form:

 11/3/20
Richard Hickson Date
Attorney General

Account: [insert account number] 110-1520-000-201-661128

NTE: \$523,908.00 \$261,954.00

cash
10/20/20
2/11/20/2020



CMI_MOHHS ARRAK QUARANTINE FACILITY

DR		PAYEE		VOUCHER		CHECK CHECK		AMOUNT	
DR COST	ACCT CENTER	PAYEE NAME		DESCRIPTION		NUMBER	DATE	PAID	VOUCHER
01520	GG1128	COLLEGE OF MARSHALL IS.	REIMB:ARRAK QUAR. SITE			202815	11/26/2020	5,704.30	713505
REPORT TOTAL								5,704.30	