



FEMA

**ROSALYNN FOR
CARTER CAREGIVERS
INSTITUTE**

MEMORANDUM OF UNDERSTANDING

BETWEEN

DEPARTMENT OF HOMELAND SECURITY

FEDERAL EMERGENCY MANAGEMENT AGENCY (DHS/FEMA)

AND

Rosalynn Carter Institute for Caregivers

MEMORANDUM OF UNDERSTANDING BETWEEN THE DEPARTMENT OF HOMELAND SECURITY, FEDERAL EMERGENCY MANAGEMENT AGENCY, AND THE ROSALYNN CARTER INSTITUTE FOR CAREGIVERS REGARDING PARTNERSHIP TO PREPARE OLDER ADULTS FOR DISASTERS

1. **PARTIES.** The parties to this Agreement are the Department of Homeland Security (DHS) and the Federal Emergency Management Agency (FEMA) and The Rosalynn Carter Institute for Caregivers (RCI).
2. **AUTHORITY.** This Agreement is authorized under the provisions of:
 - a. The Robert T. Stafford Disaster Relief and Emergency Assistance Act, P.L. 93-288, as amended, 42 U.S.C. 5121 et seq., at Sec. 203, 42 U.S.C. 5133 (e) (1)(B)(i)
 - b. 6 U.S. Code 313(b)(2)(B) and (H)
 - c. 6 U.S. Code 314 (a)(9)-(10)
 - d. Presidential Policy Directive-8, National Preparedness, March 30, 2011
3. **PURPOSE.** The purpose of this Agreement is to set forth terms by which FEMA and RCI will:
 - Exchange subject matter expertise.
 - Utilize each other's platforms to share information.
 - Identify gaps and needs for the caregiver stakeholder group as it relates to disasters.
 - Develop or adapt informational publications or toolkits for the caregiver community.
 - Cross promotes materials as appropriate. (both electronic and hard copy)
 - Coordinate public meetings for the leadership of both organizations.
4. **RESPONSIBILITIES:**

DHS/FEMA:

 - A. Promote partnership at internal and external meetings.
 - B. Coordinate monthly meetings, or as needed.
 - C. Ensure RCI is apprised of FEMA's activities related to older adults.



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- D. Share RCI's resources or newsworthy events in electronic communications.
- E. Share RCI's mission at informational events such as podcasts, webinars, or other public meetings.
- F. Adapt this MOU as necessary as new marketing materials and/or toolkits are developed.

RCI:

- A. Participate in monthly or as needed coordination meetings.
- B. Ensure FEMA is apprised of activities related to emergency management for older adults
- C. Share FEMA's mission at informational events such as podcasts, webinars, or other public meetings if applicable.
- D. Promote the partnership at internal and external meetings.
- E. Adapt this MOU as necessary as new marketing materials and/or toolkits are developed.

5. POINTS OF CONTACT.

DHS/FEMA

Justin Ángel Knighten

Director, Office of External Affairs

FEMA Office of the Administrator

202-340-8526

Aaron H. Levy

Director, Individual and Community Preparedness Division

National Preparedness Directorate

DHS-FEMA

202-679-6238

The Rosalynn Carter Institute for Caregivers

Barbara Ann Luttrell

Director of Communications

Rosalynn Carter Institute for Caregivers

6. OTHER PROVISIONS.

- A. Nothing in this Agreement is intended to conflict with current law or regulation or the directives of DHS/FEMA or [insert name of the other party]. 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 provided by statute or regulation.
- C. Any information shared under this Agreement will be in compliance with the Privacy Act, and to the extent required and allowable, the Freedom of Information Act (FOIA), and any other applicable statute, regulation, or Executive Order.



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- D. This Agreement between DHS/FEMA and RCI 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 RCI, its officers or employees, or any other person.
- E. This Agreement 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.
- F. 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 Department of Homeland Security (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.
- G. The parties to this Agreement agree to be responsible for the negligent or wrongful acts or omissions of their respective employees arising under this Agreement. The parties agree -- subject to any limitations imposed by law, rule, or regulation -- to cooperate in good faith to resolve any claims promptly and, whenever appropriate, without litigation. For all claims or suits arising under this Agreement, each party's designated legal representatives will, within seven (7) calendar days of receipt, provide the other's designated legal representatives copies of any documents memorializing such claims. Nothing in this Agreement shall be construed as a waiver of any sovereign immunity of the United States. The Federal Tort Claims Act provides the exclusive monetary damages remedy for allegedly wrongful or negligent acts or omissions by Federal employees within the scope of their employment.
- H. 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.
- I. 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.
- J. Any ancillary reimbursement agreements must be in writing and signed by both parties.
- K. 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

7. EFFECTIVE DATE. The terms of this agreement will become effective on May 26, 2023.



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8. MODIFICATION. This agreement may be modified upon the mutual [written] consent of the parties.

9. TERMINATION. The terms of this agreement, as modified with the consent of both parties, will remain in effect until May 26, 2028. The agreement may be extended by mutual written agreement of the parties. Either party, upon 30 days written notice to the other party, may terminate this agreement.



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10. APPROVED BY:
Administrator Deanne Criswell DHS-FEMA

Name: Deanne Criswell

Date: 08/31/23

Jennifer Olsen, CEO Rosalynn Carter Institute for Caregivers

Name: Jennifer Olsen

Date: August 31, 2023