



**MEMORANDUM OF UNDERSTANDING  
 BETWEEN  
 THE VIRGIN ISLANDS DEPARTMENT OF HEALTH  
 THROUGH  
 THE VIRGIN ISLANDS DEPARTMENT OF PROPERTY AND  
 PROCUREMENT  
 &  
 UNIVERSITY OF THE VIRGIN ISLANDS**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made this 24th day of March, 2022, in the Territory of the Virgin Islands, by and between the Government of the Virgin Islands, Department of Health (DOH) and the University of the Virgin Islands (UVI), 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 pursuant to Title 3, Chapter 23 and Title 19 V.I.C. § 311; and

Whereas, The Department of Health is the owner and operator of an agency in the Virgin Islands in which such clinical nursing facilities presently exist, and

Whereas, the University of the Virgin Islands is a learner-centered institution dedicated to the success of its students and committed to enhancing the lives of the community; and

Whereas, the University is the owner and operator of an educational program requiring certain clinical nursing facilities, and

Whereas, the entities have a common interest in ensuring the continued provision of clinical nursing experiences for UVI nursing student; and

Whereas, the entities desire to combine efforts for the express purpose of setting forth clearly and accurately a complete and detailed statement of their respective agreement and responsibilities in connection with the academic affiliation for students' clinical nursing experiences, 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 February 26, 2022, upon the date of execution of this MOU by the Commissioner of the Department of Property and Procurement and shall terminate February 25, 2025 thereafter. The Government in its sole discretion, shall have the option to renew this MOU for a period of two (2) additional three (3) year(s) subject to the same terms noted herein, by providing University of the Virgin Islands with 60 days written notice of the Government's election to renew.

## **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 shall be responsible for:

- a) Provide orientation to the facilities for University faculty as necessary.
- b) Make available clinical or observational experiences including necessary equipment and supplies, if applicable.
- c) Provide a room for pre/post clinical conferences
- d) Assign staff for preceptorship to the clients who are being taken care of by University students for assistance and guidance during the students' clinical experience.

3.2 University of the Virgin Islands shall be responsible for:

- a) Maintain full responsibility for the planning and execution of the educational program in nursing.
- b) Have the responsibility for planning and scheduling student assignments and notifying the agency of the schedule.
- c) Provide all supervision and instruction in direct client care.
- d) Keep all students records and reports.
- e) Provide orientation to the learning objectives for agency personnel.
- f) Provide for the safety and welfare of students.
- g) Assume responsibility for conformity of the students and instructors to established rules, regulations, and policies of the agency.
- h) Assure that all faculty and students are currently certified in CPR and notify The Department of Health of same.
- i) Assure all faculty are duly licensed to practice nursing in the Virgin Islands and notify Department of Health of same.
- j) Assure all faculty and students are covered by malpractice insurance.

3.3 The University of the Virgin Islands and The Department of Health will:



- a) Collaborate to prepare experiences in a professional climate conducive to student learning; and
- b) Cooperate in evaluation of student learning experiences if applicable.

**4. DESIGNATED REPRESENTATIVE**

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

Department of Health designates:

Janis Valmond, MS, DrPH, CHES  
Deputy Commissioner  
Charles Harwood Medical Complex  
3500 Estate Richmond  
Christiansted, VI 00820

University of the Virgin Islands designates:

Mary Beverley Anne Lansiquot, Dean, SON  
University of the Virgin Islands  
RR#1 Box 10,000  
Kingshill Virgin Islands 00850-9781

**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 UVI 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 UVI of whatsoever nature, including but not limited to unemployment insurance and social security taxes for UVI, 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**

To the extent permitted by law, UVI 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



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services to be performed by UVI 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 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.



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**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:

Anthony D. Thomas, MBA  
Commissioner  
Department of Property and Procurement  
3274 Estate Richmond  
Christiansted, St. Croix, VI 00820

Justa E. Encarnacion, RN, BSN, MBA/HCM  
Commissioner  
Department of Health  
3500 Estate Richmond  
Christiansted, St. Croix, VI 00820

Mary Beverley Anne Lansiquot, DNP, RN  
Dean, SON  
University of the Virgin Islands  
RR#1 Box 10,000  
Kingshill Virgin Islands 00850-9781

**16. HIPAA COMPLIANCE**

Parties agree to respect and abide by all federal, state and local laws pertaining to confidentiality with regard to all information and records obtained or reviewed in the course of providing services under this Agreement and all federal rules under the Health Insurance Portability and Accountability Act (HIPAA) governing the privacy, security and use of protected health information.

**17. FASCIMILE, ELECTRONIC & DIGITAL SIGNATURES**

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



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

**WITNESSES**

**GOVERNMENT OF THE VIRGIN ISLANDS**

Dereese A Dunlop-Harley

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

2/15/2022

Date

Agathe A. Francis

Anthony D. Thomas  
Anthony D. Thomas, Commissioner  
Department of Property and Procurement

3/24/2022

Date

[Signature]

**UNIVERSITY OF THE VIRGIN ISLANDS**

David Hall  
Dr. David Hall, President  
University of the Virgin Islands

2/3/2022

Date

APPROVED AS TO LEGAL SUFFICIENCY  
DEPARTMENT OF JUSTICE BY:

Carol E. McDermott  
Assistant Attorney General

Date 3/24/2022