



**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE VIRGIN ISLANDS DEPARTMENT OF HEALTH  
&  
THE VIRGIN ISLANDS GOVERNMENT HOSPITALS AND HEALTH FACILITIES  
CORPORATION D/B/A SCHNEIDER REGIONAL MEDICAL CENTER  
THROUGH  
THE VIRGIN ISLANDS DEPARTMENT OF PROPERTY AND PROCUREMENT**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made this 8th day of July 2021, in the Territory of the Virgin Islands, by and between the Government of the Virgin Islands, Department of Health (herein after also referred to as “VIDOH”) and the Virgin Islands Government Hospitals and Health Facilities Corporation D/B/A Schneider Regional Medical Center (herein after also referred to as “SRMC”), 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 during the COVID-19 Pandemic pursuant to Title 3, Section 23 and Title 19, Section 1 of the Virgin Islands Code; and

Whereas, Schneider Regional Medical Center is responsible for providing medical and healthcare services to the residents of the Territory during the COVID-19 Pandemic; and

Whereas, this MOU serves as a general agreement that sets forth the general terms and conditions under which the Parties will coordinate and cooperate in activities involving storage of the COVID-19 vaccine in addition to the Center for Disease Control (CDC) COVID-19 Vaccination Program (COVID-19-Vaccination-Program-Interim\_Playbook.pdf (cdc.gov)); and

Whereas, the entities have a common interest in ensuring medication services are available in support of efforts to respond to the COVID-19 Pandemic; and

Whereas, the entities desire to combine efforts in ensuring medication services are available in support of efforts to respond to the COVID-19 Pandemic by entering into this MOU; and

Whereas, SRMC is willing to act solely as a storage hub for the vaccine; and

Whereas, the responsibilities for temperature monitoring, expiration dates, inventory management, and other associated responsibilities would remain under the DOH; and

Whereas, SRMC, when acting within its capacity as a provider, will ensure its staff follow SRMC’s normal standard procedures, manufacturer’s guidelines and CDC recommendations for handling and administering these vaccines and medications.



OPCMR

**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 one (1) year thereafter. The Government in its sole discretion, shall have the option to renew this MOU for a period of one additional year subject to the same terms noted herein, by providing Schneider Regional Medical Center 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 Virgin Islands Department of Health shall be responsible for:

- (a) Procuring and maintaining ownership of the minus eighty (-80) degree freezer to store vaccines.
- (b) Proper maintenance and monitoring of the freezer to ensure the required temperature in the freezer is maintained.
- (c) Responding on-site to provide service to the freezer in case of equipment failure, to include relocating vaccines to another site if required in case of equipment failure.
- (d) Safeguarding, administering, and handling all reporting requirements related to the vaccines.
- (e) Working collaboratively with a designated SRMC representative as well SRMC security, to gain access to the laboratory.
- (f) Providing information to SRMC through SRMC delegated personnel.
- (g) Coordinating the delivery and pickup of the vaccine to the SRMC site.
- (h) Receiving incoming shipments of vaccine, stocking the freezer, rotating stock, documenting inventory, and all other associated stocking functions.
- (i) Performing all required inventory management functions and any other associated responsibilities.

3.2 Schneider Regional Medical Center shall be responsible for:

- (a) Storing the freezer owned by VIDOH.
- (b) Making available to VIDOH representative access its pharmacy or to the designated storage location where the freezer owned by VIDOH is located.
- (c) Alerting VIDOH timely if the freezer alarm goes off or is otherwise triggered.



#### **4. DESIGNATED REPRESENTATIVE**

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

**Virgin Islands Department of Health designates:**

Monife G. Stout, MA  
Territorial Director of the Immunization Program  
VI Department of Health  
1303 Hospital Ground, Ste 10  
St. Thomas, VI 00802  
Office: 340-776-1113 ext. 2226  
[monife.stout@doh.vi.gov](mailto:monife.stout@doh.vi.gov)

**Schneider Regional Medical Center designates:**

Vernique Caswell  
Director of Pharmacy  
9048 Sugar Estate  
St. Thomas, VI 00802  
Office: 340-776-8311  
[vccaswell@srmedicalcenter.org](mailto:vccaswell@srmedicalcenter.org)

#### **5. ASSIGNMENT**

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

#### **6. 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.

#### **7. 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.





## **8. 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.

## **9. 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.

## **10. 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.

## **11. 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.

## **12. 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.

## **13. 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.

## **14. 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  
8201 Sub Base, Suite 4  
St. Thomas Virgin Islands 00802

Justa E. Encarnacion, RN, BSN, MBA/HCM  
Commissioner  
Department of Health  
1303 Hospital Ground – Suite 10  
St. Thomas, VI 00802

Luis Amaro, MD, Interim CEO  
Schneider Regional Medical Center  
9048 Sugar Estate  
St. Thomas, VI 00802

#### **15. FACSIMILE, ELECTRONIC & DIGITAL SIGNATURES**

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

**SIGNATURE PAGE FOLLOWS**



OPCMR

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

**WITNESSES**

**GOVERNMENT OF THE VIRGIN ISLANDS**

Derece A Dunlop-Harley

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

6-3-2021  
Date

Magdalena A. Thomas

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

7/8/2021  
Date

**THE VIRGIN ISLANDS GOVERNMENT HOSPITALS AND HEALTH FACILITIES CORPORATION D/B/A SCHNEIDER REGIONAL MEDICAL CENTER**

[Signature]

[Signature]  
Luis Amaro, Interim CEO  
Schneider Regional Medical Center

5/27/2021  
Date

APPROVED AS TO LEGAL SUFFICIENCY  
DEPARTMENT OF JUSTICE BY: [Signature] Date 7/8/2021  
Assistant Attorney General