



**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE VIRGIN ISLANDS DEPARTMENT OF HEALTH  
THROUGH  
THE VIRGIN ISLANDS DEPARTMENT OF PROPERTY AND  
PROCUREMENT  
&  
MEDICAL UNIVERSITY OF SOUTH CAROLINA  
ON BEHALF OF ITS COLLEGE OF NURSING**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made this 2nd day of May 2022, in the Territory of the Virgin Islands, by and between the Government of the Virgin Islands, Department of Health (VIDOH or Facility) and Medical University of South Carolina, on behalf of its College of Nursing, Charleston, South Carolina (hereinafter referred to as the “University”), 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, offers its students a degree program in the field of medical, clinical care and treatment, or administration; and

**WHEREAS**, as part of such degree program, the University desires for its students to have the ability to participate in learning experiences in their chosen field in the VIDOH, 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 May 9, 2022 upon the date of execution of this MOU by the Commissioner of the Department of Property and Procurement and shall terminate five (5) years 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 the Medical University of South Carolina, on behalf of its College of Nursing 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) Maintain standards for appropriate health care services conducive to sound educational experiences for students in the University.
- b) Appoint an individual who will be responsible for coordinating the learning experience and who will designate an appropriately qualified instructor who is certified/ registered/ licensed, as applicable, and meets the requirements of the accrediting bodies to provide the learning experience for the student.
- c) The Facility has a responsibility to maintain a positive, respectful, and adequately resourced learning environment so that sound educational experiences can occur. Therefore, the Facility will provide students and faculty with access to appropriate resources for student education including: a) access to patients at facilities in an appropriately supervised environment, in which the students can complete the University's curriculum; b) student security badges or other means of secure access to patient care areas; c) access and required training for students in the proper use of electronic medical records or paper charts, as applicable; d) computer access; e) secure storage space for students' personal items when at the Facility; and f) access to call rooms, if necessary.
- d) Assist in the orientation of faculty and students to the physical facilities, policies, and procedures of the Facility.
- e) The Facility agrees to comply with applicable state and federal workplace safety laws and regulations. In the event a student is exposed to an infectious or environmental hazard or other occupational injury (i.e., needle stick) while at the Facility, the Facility, upon notice of such incident from the student, will provide such emergency care as is provided its employees, including, where applicable; examination and evaluation by Facility's emergency department or other appropriate facility as soon as possible after the injury; emergency medical care immediately following the injury as necessary; initiation of the HBV, Hepatitis C (HCV), and/or HIV protocol as necessary; and HIV counseling and



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appropriate testing as necessary. In the event that Facility does not have the resources to provide such emergency care, Facility will refer such student to the nearest emergency facility. The student will be responsible for any charges generated.

- f) Notify the University of the number of University students the Facility can accommodate during a given period of time.
- g) Evaluate the performance of assigned students on a regular basis, adhering to the guidelines set by the University, using evaluation forms that are either supplied by the University or are acceptable to the University.
- h) Advise the University at mutually agreeable intervals, of any serious deficits noted in the ability of assigned students to progress toward achievement of the stated objectives of the learning experience, and to assist the University and the student in attempting to correct these deficiencies.

3.2 Medical University of South Carolina, on behalf of its College of Nursing shall be responsible for:

- a) Assume responsibility for assuring continuing compliance with the educational standards of the appropriate accreditation bodies.
- b) Communicate with the Facility, through the University's appropriate program coordinator on all matters pertinent to the University.
- c) Notify the Facility, through the University's appropriate program coordinator, of the planned schedule of student's learning experience, including the name of the student, level of academic preparation, and length and dates of learning experience.
- d) Refer to the Facility only those students who have satisfactorily completed the prerequisite didactic portion of the curriculum applicable to the Facility, if any.
- e) The University will retain ultimate responsibility for the education and assessment of its students. The University's representative for this Agreement shall be a faculty member appointed and assigned by the University, who will be responsible for student teaching and assessment provided pursuant to this Agreement.
- f) If applicable, inform the student of any special requirements of the Facility for acceptance.
- g) To the extent permitted by and in accordance with the procedures of the South Carolina Tort Claims Act, the University agrees to assume liability for its directors, trustees, officers, employees, and students for all claims and liabilities including personal injury or property damages to the extent arising out of the acts or omissions of the University's students, faculty members, or employees in connection with their duties pursuant to this Agreement.
- h) Support rules and regulations governing students that are mutually agreed upon by the University and the Facility.
- i) The University shall maintain or require that Student maintain additional professional liability coverage that may be necessary to participate in the learning experience and shall be responsible for any additional professional liability insurance coverage in amounts sufficient to cover its responsibilities under this agreement and according to each program's requirement for all clinical students.
- j) A certificate of insurance will be provided to Facility upon reasonable request.
- k) Student is required to wear nametag designating student status if requested by facility.
- l) A student or faculty member of the University assigned to university shall not be considered an employee of the Facility for purposes of this agreement.



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- m) The University agrees that it will comply with the requirements mandated in Section 1910.1030 of Title 29 of the Code of Federal Regulations (known as the Blood Borne Pathogens Standard and referred to as the “Standard”) with regard to but not limited to:
  - (a) providing OSHA training and information relating to safe practices and the required personal protective equipment;
  - (b) providing Hepatitis B vaccination information, for clinical experiences, including documentation that students have either received the Hepatitis B vaccination series or have declined the vaccination; and
  - (c) providing, in cooperation with the Facility, for post-exposure evaluation and follow-up in the event that there is an occupational exposure as defined in this Standard. The University will provide the Facility with proof of its compliance with this Standard upon request.
- n) The University will provide a Verification Check List for students that will take part in a clinical experience to assure the Facility that all aforesaid requirements have been achieved and are current relative to the period of the student’s learning experience to the Facility. Upon presentation of this dated Verification List to the Facility, the Facility will not require individual facsimiles of these documents.
  - a) The Verification Check List will be verified by individuals designated by the University as qualified and responsible, e.g., the University’s program staff coordinator;
  - b) Individual documents supporting the Verification Check List will be retained in the College for a minimum of five (5) years; and
  - c) The Verification Check List regarding students’ qualifications will include, at a minimum, the following items for clinical students:
    - 1. Insurance, to include general liability (see 1.08) and professional liability (see sections k and l) and medical health,
    - 2. Trainings, to include OSHA, HIPAA and CPR,
    - 3. Screenings, to include Memorandum assuring criminal background check clearance and a ten (10) panel drug test, and
    - 4. Health immunization record, to include current TB skin test, Rubella, Rubeola, Mumps, Varicella, Tetanus, Influenza, and Hepatitis B series.
- o) Documentation of a criminal background check may be provided upon request of the Facility with appropriate authorization from the Student.
- p) Non-clinical students will, at a minimum, have the following items
  - 1. Insurance, to include general liability (see 1.08), and medical health,
  - 2. Trainings, to include OSHA and HIPAA
  - 3. Screenings, to include Memorandum assuring criminal background check clearance.
  - 4. Health immunization record, if required and applicable by facility, to include current TB skin test, Rubella, Rubeola, Mumps, Varicella, Tetanus, Influenza, and Hepatitis B series.

### 3.3 Mutual Duties of the Parties



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- a) If requested by the University and agreed to by the Facility, establish the educational objectives for the learning experience, devise methods for their implementation, and continually evaluate the effectiveness of the learning experience.
- b) School and Facility shall each designate a representative to discuss, as needed, to identify and act on opportunities to improve affiliation.
- c) Agree that there shall be no unlawful discrimination in the University based upon race, color, ancestry, religion, sex, age, marital status, sexual preference, handicap, or veteran status.
- d) The University, including its faculty, staff, medical students and residents and Facility share responsibility for creating an appropriate learning environment that includes both formal learning activities and the attitudes, values, and informal “lessons” conveyed by individuals who interact with the student. The parties will cooperate to evaluate the learning environment (which may include on-site visits) to identify positive and negative influences on the maintenance of professional standards, and to conduct and develop appropriate strategies to enhance the positive and mitigate the negative influences. Facility shall require its faculty and staff who interact with students to adhere to the expectations set forth in Exhibit A, and communicate student violations to the University. University agrees to require its students to adhere to the expectations set forth in Exhibit A.
- e) HIPAA Requirements
  - i. Agree to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320(d) (“HIPAA”) and any current and future regulations promulgated thereunder including without limitation to the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the federal “Privacy Rule”), referred to herein as “HIPAA Requirements”.
  - ii. Agree not to use or further disclose any Protected Health Information (as defined in 45 C.F.R. Section 164.501) or Individually Identifiable Health Information (as defined in 42 U.S.C Section 1320(d)), other than as permitted by HIPAA Requirements and the terms of this Agreement.
  - iii. Agree to make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the federal Privacy Rule.
- f) FERPA Requirements
  - i. Agree to comply with the federal Family Educational Rights and Privacy Act, as codified at 20 U.S.C. § 1232(g) (“FERPA”) and any current and future regulations promulgated thereunder including without limitation to the federal privacy regulations regarding education records and associated personally identifiable information contained in 34 C.F.R. Part 99.
  - ii. Agree not to use or further disclose student records, i.e., “education records” or “record” or any “personally identifiable information” (as defined in 34 C.F.R. § 99.3), other than as permitted by FERPA and the terms of this Agreement.
  - iii. Agree to make its internal practices, books, and records relating to the use and disclosure of student records available to the Secretary of Education to the extent required for determining compliance with the FERPA regulations.



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- iv. Agree to obtain the student’s consent for disclosure of personally identifiable information except to the extent that FERPA authorizes disclosure without consent, e.g., if the disclosure is to the University, prior student consent is not required (see FERPA 34 C.F.R. § 99.31 for other exceptions).
- v. Agree to store, retain and transmit student records in a manner that is reasonable in light of FERPA’s intent to protect the privacy of parents and students, and to destroy the student records within a reasonable time, normally within twelve (12) months after the end of the student’s affiliation with the Facility, or longer as required or permitted by law.

**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

Medical University of South Carolina, on behalf of its College of Nursing designates:

Kaleigh O. Larson, M.S.  
Clinical Education Manager  
Medical University of South Carolina  
College of Nursing  
99 Jonathan Lucas St., MSC 160  
Charleston SC 29425-1600  
P: 843-792-3102

**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 University 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 University of whatsoever nature, including but not limited to unemployment insurance and social security taxes for University, 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, the University 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 University under this MOU and arising from any cause, except the sole negligence of Government.

## **8. GOVERNING LAW**

The Parties agree to remain silent as to Governing Law, as University is a governmental entity.

## **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 ninety (90) 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



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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. OTHER PROVISIONS**

Exhibit A attached hereto are a part of this MOU and is incorporated herein by reference.

**16. 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

Linda S. Weglicki, PhD, RN – Dean  
Medical University of South  
Carolina College of Nursing  
99 Jonathan Lucas St., MSC 160  
Charleston, SC 29425-1600

**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.





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

**WITNESSES**

**GOVERNMENT OF THE VIRGIN ISLANDS**

Doreen A Dunlop-Harley

Justa Encarnacion  
Justa E. Encarnacion, Commissioner  
Department of Health

4/11/2022

Date

Aggelos D. Francis

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

5/2/2022

Date

**MEDICAL UNIVERSITY OF SOUTH CAROLINA ON BEHALF OF ITS COLLEGE OF NURSING**

Kaleigh O. Larson  
Witness Name: Kaleigh O. Larson

Linda S. Weglicki  
Linda S. Weglicki, PhD, RN  
Dean

4/11/2022

Date



APPROVED AS TO LEGAL SUFFICIENCY  
DEPARTMENT OF JUSTICE BY:

Michael [Signature]  
Assistant Attorney General

Date May 2, 2022