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MEMORANDUM OF UNDERSTANDING BETWEEN THE VIRGIN ISLANDS DEPARTMENT OF HEALTH & VIRGIN ISLANDS GOVERNMENT HOSPITALS AND HEALTH FACILITIES CORPORATION d/b/a SCHNEIDER REGIONAL MEDICAL CENTER, MYRAH KEATING SMITH COMMUNITY HEALTH CENTER THROUGH THE VIRGIN ISLANDS DEPARTMENT OF PROPERTY AND PROCUREMENT

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made this 17th day of September, 2020, in the Territory of the Virgin Islands, by and between the Government of the Virgin Islands, Department of Health, Morris F. deCastro Clinic (hereinafter “Morris deCastro Clinic”) and the Virgin Islands Government Hospitals and Health Facilities Corporation d/b/a Schneider Regional Medical Center, Myrah Keating Smith Community Health Center (hereinafter “Myrah Keating Center”), 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 Title 3, Section 23 and Title 19, Section 1 of the Virgin Islands Code; and

Whereas, the Schneider Regional Medical Center, Myrah Keating Smith Community Health Center is the only healthcare facility providing 24/7 emergency health care and primary health care services to the island of St. John, Virgin Islands; and

Whereas, the entities have a common interest in ensuring the continuation of services; and

Whereas, the entities desire to combine efforts in ensuring the continuation of services 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:

MOU No. G059DOHT20

Initials: R



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 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 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 Department of Health, Morris F. deCastro Clinic shall be responsible for:

- (a) Allowing the relocation of emergency medical services ONLY from Myrah Keating Center to their location two (2) days prior to landfall of a category two (2) or higher Hurricane or other predictable significant disaster.
- (b) Allowing emergency medical services to remain at the location after a significant disaster:
 - For the duration of Emergency Declaration period if an assessment at the Myrah Keating Center determines that is unsuitable to provide emergency patient care services due to damages at that location OR
 - For a two-week period from the time an assessment of the damages is completed at the Myrah Keating Center if no damages are found but there is another impending system less than two (2) weeks out; to avoid having to frequently relocate a significant amount of critical health care equipment and supplies.

3.2 Schneider Regional Medical Center, Myrah Keating Center shall be responsible for:

- (a) Relocating all equipment and supplies from the Myrah Keating Center to Morris deCastro Clinic pre-disaster.
- (b) Assessing the Myrah Keating Center facility to determine the ability to return services to that location as soon as practicable post-disaster.
- (c) After assessment, if the facility has sustained damages rendering it unsuitable to provide emergency patient care services at that location, continuing emergency medical services at Morris deCastro Clinic until services can be returned to Myrah Keating Center.
- (d) After assessment, if no damages are found but there is an impending system less than 2



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weeks out, continuing emergency medical services at Morris deCastro Clinic until the impending system is no longer a threat and/or until the damage assessment after the second system event is completed and Myrah Keating Center location is deemed suitable to provide emergency patient care services.

- (e) Completing relocation back to their Myrah Keating Center location within one week of it being deemed suitable to provide emergency patient care services at that location.

4. DESIGNATED REPRESENTATIVE

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

Department of Health, Morris F. deCastro Clinic designates:

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

Schneider Regional Medical Center, Myrah Keating Center designates:

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

5. LIABILITY OF OTHERS

Nothing in this MOU shall be construed to impose any liability upon the DOH to persons, firms, associations, or corporations engaged by Virgin Islands Government Hospitals and Health Facilities Corporation d/b/a Schneider Regional Medical Center, Myrah Keating Smith Community Health Center as servants, agents, or independent contractors, or in any other capacity whatsoever, or make DOH liable to any such persons, firms associations, or corporations for the acts, omissions, liabilities, obligations and taxes of Virgin Islands Government Hospitals and Health Facilities Corporation d/b/a Schneider Regional Medical Center, Myrah Keating Smith Community Health Center of whatsoever nature, including but not limited to unemployment insurance and social security taxes for Virgin Islands Government Hospitals and Health Facilities Corporation d/b/a Schneider Regional Medical Center, Myrah Keating Smith Community Health Center, its servants, agents or independent contractors.

6. ASSIGNMENT

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

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7. INDEMNIFICATION

To the extent permitted by law, Virgin Islands Government Hospitals and Health Facilities Corporation d/b/a Schneider Regional Medical Center, Myrah Keating Smith Community Health Center 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 Virgin Islands Government Hospitals and Health Facilities Corporation d/b/a Schneider Regional Medical Center, Myrah Keating Smith Community Health Center 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.

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
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

**Schneider Regional Medical Center,
Myrah Keating Center designates:**

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

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

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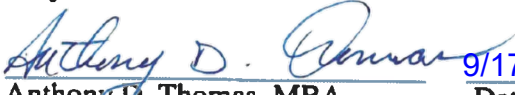
WITNESSES:
DocuSigned by:

GOVERNMENT OF THE VIRGIN ISLANDS



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Justa Encarnacion, Commissioner
Department of Health
8/28/2020
Date




Anthony D. Thomas, MBA
Commissioner
Department of Property and Procurement
9/17/2020
Date


8/25/2020


Luis O. Amaro, MD
Interim Chief Executive Officer
Virgin Islands Government
Hospitals and Health Facilities Corporation d/b/a
Schneider Regional Medical Center
8/25/2020
Date

APPROVED AS TO LEGAL SUFFICIENCY
DEPARTMENT OF JUSTICE BY:  Date 9/16/2020

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