



**MEMORANDUM OF UNDERSTANDING
 BETWEEN
 THE VIRGIN ISLANDS DEPARTMENT OF HEALTH
 &
 SCHNEIDER REGIONAL MEDICAL CENTER
 THROUGH
 THE VIRGIN ISLANDS DEPARTMENT OF PROPERTY AND
 PROCUREMENT**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made this 21 day of July, 2020, in the Territory of the Virgin Islands, by and between the Government of the Virgin Islands, Department of Health (DOH), the Schneider Regional Medical Center (SRMC), DOH and 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, the 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, the entities have a common interest in ensuring medication services in support of the COVID-19 Pandemic; and

Whereas, the entities desire to combine efforts in ensuring medication services in support of the COVID-19 Pandemic 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 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 Parties with sixty (60) days written notice of the Government’s election to renew.

MOU No. G050DOHT20

SRMC Initials: R



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) Providing the medications evenly to each district's hospital pharmacy
- (b) The dispensing of the requested supply of hydroxychloroquine from the Strategic National Stockpile to the designated Parties
- (c) Ensuring the pharmacy at SRMC receive the required allotment
- (d) Ensure SRMC dispense to community pharmacies in need due to national shortages.
- (e) Coordinate efforts to ensure the medication will be dispensed by the SRMC pharmacy on behalf of the DOH with a policy for a procedure and tracking.
- (f) Ensuring the Parties have the understanding that the medications will be given free of charge and all dispensing fees will be waived.

3.2 Schneider Regional Medical Center shall be responsible for:

- (a) Processing requests from pharmacies that have agreed to dispense the medication
- (b) Ensuring there is no cost to the patient
- (c) Ensuring there is no waiver or a dispensing fee
- (d) Ensuring reconciliation of appropriate prescription
- (e) Dispensing to the pharmacies
- (f) Maintaining a log of medication dispensed for auditing purposes

4. DESIGNATED REPRESENTATIVE

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

Department of Health designates:

Tai Hunte-Cesar, M.D., M.S.P.H.
Medical Director
Territorial Infectious Diseases Specialist
1303 Hospital Ground – Suite 10
St. Thomas, VI 00802



Schneider Regional Medical Center designates:

Vernique Caswell or designee
Director of Pharmacy
9048 Sugar Estate
St. Thomas, VI 00802

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. 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

[Signature]

Justa Encarnación
 Justa Encarnación, Commissioner
 Department of Health

6/30/2020
 Date

[Signature] 6/29/20

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

6/29/2020
 Date

[Signature]

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

7/21/2020
 Date

APPROVED AS TO LEGAL SUFFICIENCY
 DEPARTMENT OF JUSTICE BY: Paul P. McDonald Date 7/20/2020