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**MEMORANDUM OF UNDERSTANDING  
 BETWEEN  
 THE VIRGIN ISLANDS BUREAU OF CORRECTIONS  
 &  
 THE VIRGIN ISLANDS GOVERNMENT HOSPITALS AND HEALTH FACILITIES  
 CORPORATION  
 THROUGH  
 THE VIRGIN ISLANDS DEPARTMENT OF PROPERTY AND PROCUREMENT**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made this 5th day of August, 2020, in the Territory of the Virgin Islands, by and between the Government of the Virgin Islands, the Bureau of Corrections ("BOC"), and the Virgin Islands Government Hospitals and Health Facilities Corporation ("VIGHHFC") d/b/a the Schneider Regional Medical Center ("SRMC") through the Department of Property and Procurement.

**WITNESSETH:**

Whereas, the BOC is responsible for the security, custody, and rehabilitation of inmates pursuant to Title 3, Section 373(b), of the Virgin Islands Code; and

Whereas, the SRMC is an acute care hospital system under the VIGHHFC, which includes the Roy Lester Schneider Hospital, which provides emergency and inpatient care on St. Thomas, pursuant to Title 19, Section 242(a), of the Virgin Islands Code; and

Whereas, the parties have a common interest in providing health care and treatment for persons needing acute care and hospitalization; and

Whereas, the parties desire to combine efforts to provide medical and mental health treatment, evaluation, and stabilization, including inpatient hospitalization where clinically justified, to inmates within the custody of the BOC, 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 terminate ONE (1) YEAR thereafter. The Government in its sole discretion shall have the option to renew this MOU for a one additional year subject to the same terms noted herein, by providing the SRMC with 60 days written notice of the Government's election to renew.

General Contract No. G055BOCT20

Initials: R



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## **2. COSTS**

There shall be no exchange of funds between the Parties for the general agreements contained herein. The Parties agree that a separate instrument will be used to describe and pay for costs associated with SRMC's provision of medical and mental health treatments, evaluations, stabilizations, and inpatient hospitalizations for inmates within the custody of the BOC.

## **3. RESPONSIBILITIES/ TASKS**

### **3.1 The BOC shall be responsible for:**

- (a) Providing mental health services, stabilization, and treatments whenever possible to inmates at the BOC, prior to transferring them to SRMC.
- (b) Transferring inmates to the SRMC hospital/emergency room for evaluation, observation, and stabilization, where those services may not be available at the BOC.
- (c) Providing a minimum of two correctional officers to ensure the secure transfer of inmates to the SRMC and at all times while the inmates receive medical or mental health care at the SRMC.
- (d) Maintaining one-to-one constant supervision of inmates throughout their hospitalization at the SRMC.
- (e) Having its physician and/or psychiatrist directly contact SRMC's on-call physician or psychiatrist to provide all pertinent medical and/or mental health information for any inmate prior to the inmate's transfer to the SRMC. The BOC shall include information related to the inmate's diagnosis, treatment plan, approximate length of stay with the BOC, and any other pertinent clinical information.
- (f) Having its medical and/or mental health staff directly communicate with the SRMC hospital or emergency room provider to discuss a medical and/or mental health plan appropriate for the inmate receiving treatment at the SRMC.
- (g) Providing the SRMC with the most current Hospital Security Administrative Directive and/or policy.
- (h) Timely providing SRMC with any court issued documentation or orders related to the care or hospitalization of an inmate.



**3.2 The SRMC shall be responsible for:**

- (a) Treating, to the extent possible, all medical and/or mental health care needs of inmates transferred to the SRMC hospital or emergency room.**
- (b) Determining the treatment location for any inmate based on his or her health condition. If possible, SRMC's triage of inmates will take place in an area away from other patients to avoid compromising patient confidentiality and public safety.**
- (c) Following security measures outlined in the BOC's Hospital Security Administrative Directive to ensure the safety of the SRMC staff, patients, and the inmate. SRMC's security staff and physician or psychiatrist shall collaborate with the BOC to determine the appropriate security measures and level of intervention that may be required for each inmate receiving care at the SRMC.**
- (d) Providing a standard of care within the guidelines of care received by the general public.**
- (e) Following its mandate as set forth by territorial law, regulations and/or the Joint Commission as to the criteria for patient admission.**
- (f) Providing acute stabilization as clinically indicated after appropriate evaluation and/or inpatient care. Acute stabilization shall mean to provide medically necessary intensive assessment, psychiatric treatment, and support to inmates experiencing an acute psychiatric condition.**
- (g) Communicating with the BOC medical and/or mental health staff concerning the admission of any inmate, if hospitalization is required in the SRMC hospital or emergency room.**
- (h) Discharging any inmate after providing treatment. SRMC will notify the BOC of the prospective date and time the inmate will be discharged; and provide any and all discharge instructions, physician orders, and discharge plan (if available).**
- (i) Notifying the BOC of the date and time of the discharge of any inmate from its care. The medical staff at the SRMC will make appropriate arrangements with the BOC to release the inmate to the BOC.**
- (j) Making arrangements for medications or medical supplies not available at the BOC prior to discharging the inmate. These arrangements will be made with the support of both the SRMC and the BOC medical and mental health staff.**
- (k) Respecting and honoring inmates' privacy and protecting their records and privacy according to Health Insurance Portability and Accountability Act privacy rules and regulations.**





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

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

The Bureau of Corrections designates:

**WYNNIE TESTAMARK**  
Director  
Bureau of Corrections  
RR 1, Box 9909  
Kingshill, VI 00850

The Schneider Regional Medical Center designates:

**LUIS AMARO, M.D.**  
Interim Chief Executive Officer  
Schneider Regional Medical Center  
9048 Sugar Estate  
St. Thomas, USVI 00802

#### **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 SRMC as servants, agents, or independent contractors, or in any other capacity whatsoever, or make the Government liable to any such persons, firms associations, or corporations for the acts, omissions, liabilities, obligations and taxes of SRMC of whatsoever nature, including, but not limited to, unemployment insurance and social security taxes for SRMC, 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 SRMC agrees to indemnify, defend and hold harmless the 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 SRMC 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**  
Commissioner  
Department of Property and Procurement  
8201 Sub Base, Suite 4  
St. Thomas, VI 00802

**WYNNIE TESTAMARK**  
Director  
Bureau of Corrections  
RR 1, Box 9909  
Kingshill, VI 00850

**LUIS AMARO, M.D.**  
Interim Chief Executive Officer  
Schneider Regional Medical Center  
9048 Sugar Estate  
St. Thomas, USVI 00802



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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

[Signature]

Wynnie Testamark

7/27/2020

Wynnie Testamark, Director  
Bureau of Corrections

Date

[Signature]

Anthony D. Thomas

8/5/2020

Anthony D. Thomas, Commissioner  
Department of Property and Procurement

Date

VIRGIN ISLANDS GOVERNMENT HOSPITALS AND  
HEALTH FACILITIES CORPORATION

d/b/a Schneider Regional Medical Center

[Signature]

[Signature]

7/20/2020

LUIS AMARO, M.D.  
Interim Chief Executive Officer  
Schneider Regional Medical Center

Date

APPROVED AS TO LEGAL SUFFICIENCY

DEPARTMENT OF JUSTICE BY:

Carl McDonald

Date 8/4/2020