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**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE VIRGIN ISLANDS DEPARTMENT OF HEALTH
&
UNIVERSITY OF THE VIRGIN ISLANDS
THROUGH
THE VIRGIN ISLANDS DEPARTMENT OF PROPERTY AND PROCUREMENT**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made this 16th day of February 2021, in the Territory of the Virgin Islands, by and between the Government of the Virgin Islands, Department of Health and the University of the Virgin Islands (UVI), 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, Chapter 23 and Title 19, Chapter 1, Part 1 of the Virgin Islands Code; and

Whereas, the University of the Virgin Islands is responsible for simulation and utilization of the intellectual resources of the people of the Virgin Islands and the development center of higher learning whereby and wherefrom the benefits of culture and education may be extended throughout the Virgin Islands, the Caribbean and other areas; and

Whereas, the agencies have a common interest in ensuring that efforts are combined to combat the spread of COVID-19 by coordinating efforts with the vaccination program; and

Whereas, the agencies desire to combine efforts to combat the spread of COVID-19 and ensuring mass vaccination, 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 in writing upon thirty (30) days' written notice or for a period of six (6) months from the date of execution, whichever is earlier. The Government in its sole discretion, shall have the option to renew this MOU for a period of six (6) additional months subject to the same terms noted herein, by providing UVI with thirty (30) days written notice of the Government's election to renew.



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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 the following:

- (a) VIDOH may utilize the Premises (as defined below at Section 3.2(a)) as a site for mass vaccinations.
- (b) Limit its use of the premises to the purpose at Section 3.1 (a) and during the days and times determined by the parties on a weekly basis.
- (c) At no cost to UVI, maintain the assigned premises in good repair and condition, and promptly advise UVI and make arrangements to repair any damage caused to the UVI's property, which shall include but is not limited to the heating, air conditioning, lighting, or ventilation systems;
- (d) Maintain the Premises in clean and orderly condition;
- (e) Surrender the Premises in the same state and condition as it was in at the commencement of use and occupancy;
- (f) Provide for any required security or cleaning services;
- (g) Maintain insurance for liability, and for loss of or damage to the property, arising from the wrongful or negligent acts or omissions of VI DOH employees and contractors in accordance with Virgin Islands Code. Title 33, Chapter 88, Sections 3401 through 3417;
- (h) Not obstruct UVI's access to the assigned area.
- (i) Establish protocols for the safe and orderly operations within the designated Premises.

3.2 UVI shall be responsible for:

- (a) UVI shall grant non-exclusive access to the Sports and Fitness Center on the St. Thomas Campus and the Great Hall on the St. Croix Campus during such times and in such manner as may be necessary to further the purposes of this MOU.
- (b) UVI agrees to permit VIDOH's non-exclusive use of the premises as site(s) for distribution of Covid-19 vaccinations.
- (c) UVI will authorize VIDOH's use of the specific areas identified as a site(s) for mass vaccinations.



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4. DESIGNATED REPRESENTATIVE

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

Department of Health designates:

Justa E. Encarnacion, RN, BSN, MBA/HCM
Commissioner Department of Health
3500 Estate Richmond
Christiansted, St. Croix VI 00820

University of the Virgin Islands designates:

Shirley Lake-King
Vice President of Administration and Finance
University of the Virgin Islands
2 John Brewers Bay
St Thomas, VI 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 UVI 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 UVI of whatsoever nature, including but not limited to unemployment insurance and social security taxes for UVI, 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 allowed by law, UVI 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 UVI 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



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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 thirty (30) 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



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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

Mindy Solivan
Director
University of the Virgin Islands
Office of Sponsored Programs
2 John Brewers Bay
St Thomas, VI 00802

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

2/9/2021

Date

Anthony D. Thomas

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

2/16/2021

Date

UNIVERSITY OF THE VIRGIN ISLANDS

Mindy Soliman

David Hall
David Hall, President
University of the Virgin Islands

2/9/2021

Date

APPROVED AS TO LEGAL SUFFICIENCY

DEPARTMENT OF JUSTICE BY: Paul P. McDonald Date 2/16/2021
Assistant Attorney General