



MEMORANDUM OF UNDERSTANDING BETWEEN

RALPH O. WHEATLEY SKILLS CENTER/THE VIRGIN ISLANDS DEPARTMENT OF EDUCATION

&

THE VIRGIN ISLANDS GOVERNMENT HOSPITALS AND HEALTH FACILITIES CORPORATION D/B/A SCHNEIDER REGIONAL MEDICAL CENTER

THROUGH

THE VIRGIN ISLANDS DEPARTMENT OF PROPERTY AND PROCUREMENT

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made this 22nd day of October 2021, in the Territory of the Virgin Islands, by and between the Ralph O. Wheatley Skills Center/Government of the Virgin Islands, Department of Education (ROWSC or VIDE) and the Virgin Islands Government Hospitals and Health Facilities Corporation d/b/a/ Schneider Regional Medical Center (SRMC or Hospital), each a "Party" or collectively "Parties," through the Department of Property and Procurement.

WITNESSETH:

WHEREAS, the Virgin Islands Department of Education is responsible for providing enrolled students with clinical experiences pursuant to Title 3, Chapter 7, Section 96(a)(1), of the Virgin Islands Code; and

WHEREAS, the Schneider Regional Medical Center maintains a facility that can provide clinical rotations to students of the Department of Education/Raphael O. Wheatley Skills Center pursuant to Title 19 Chapter 16 of the Virgin Islands Code; and

WHEREAS, the agencies have a common interest in ensuring the Virgin Islands Department of Education has certain training programs which require enrolled students to complete clinical rotations at clinical facilities; and

WHEREAS, the agencies desire to combine efforts to provide clinical training experiences to the Students enrolled in the BASIC EMERGENCY MEDICAL TECHNICIAN TRAINING PROGRAM, the PRACTICAL NURSING PROGRAM, the ALLIED HEALTH TRAINING, and the CERTIFIED NURSING ASSISTANT PROGRAM (herein referred to as VIDE programs), by entering into this MOU.

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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 three (3) years thereafter unless terminated sooner as specified herein, and may be renewed on an annual basis thereafter upon mutual written consent by both parties.

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 The Hospital Shall:

- a) Have ultimate responsibility for patient care at the Hospital. The Hospital shall retain absolute control over the organization, administration, operation, and financing of the services, including full authority and responsibility for the care of patients in areas where Students have clinical experience. Students will not replace staff or be responsible for giving services to patients apart from their clinical experience envisioned by this Agreement. The Hospital agrees to provide all necessary and proper staff, contemporaneous with the Student, in providing care to its patients.
- b) Review and have final approval authority of the VIDE schedule of Student assignments.
- c) Provide orientation to facilities, persons and programs within the Hospital for the VIDE faculty. Provide orientation of the policies, rules and regulation and other pertinent matters regarding the operations of the Hospital to the VIDE Instructors and Students participating in the VIDE programs.
- d) Make available the clinical areas for Student's experience, including the necessary equipment and supplies for the provision of patient care.
- e) Identify a representative of the Hospital ("the Hospital Representative") who will serve as the main liaison and contact for coordination of the VIDE programs with the Representative.



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3.2 The VIDE Shall:

- a) Assume and maintain full responsibility for the planning and execution of all training Programs, including programming administration, curriculum content, instructor appointments, and the requirements for successful completion of the VIDE programs.
- b) Have the responsibility for planning the schedule of Students' clinical experiences to the Hospital. The VIDE will consult with the Hospital through proper channels in advance of its planned assignment of Students to clinical areas, and subsequently will notify the Hospital in writing as to the clinical training and the type(s) of experiences. The schedule will be subject to approval by the Hospital.
- c) Have ultimate responsibility and oversight for the supervision and instruction of students in the programs.
- d) Upon receipt of a written request made by the Hospital, withdraw any Instructor or Student from the clinical area when the Instructor or Student is unacceptable and undesirable to the Hospital for reasons of health, performance of duties, or other reasonable causes. The Hospital reserves the right to withdraw any Student from a rotation if the Hospital in its sole discretion believes this to be in the best interest of the Student and the Hospital and the Hospital will promptly notify the VIDE.
- e) Keep and maintain all records and reports of the Students' clinical experience.
- f) Provide an orientation of the VIDE programs to Hospital's Representative.
- g) Identify a representative of the VIDE ("the VIDE Representative") who will serve as the main liaison and contact for implementing and administering the clinical educational program to the Hospital staff.
- h) Ensure that Students and Instructors receive the following Immunization before they are assigned to Hospital: positive rubella titer or MMR immunization, PPD, COVID-19 vaccine, and hepatitis vaccine (or signed waiver) and ensure that Students have a clear criminal background investigation and urine drug test before they are assigned to Hospital.
- i) Be responsible for the instruction, supervision and evaluation of all Students.
- j) Provide HIPAA training, cardiopulmonary resuscitation (CPR) certification and OSHA education on Blood-Borne Pathogens to each Student prior to assignment to Hospital and advise Students and Instructors that no protected health information or individually identifiable health information to which Students or Instructors are exposed to during the VIDE programs shall be removed in any form (including, but not limited to photocopies, reports, computers, or any mobile hand held devices) from the Hospital's premises.
- k) Ensure that its Students, Instructors and Agents hold confidential all knowledge and information obtained about the Hospital, including, but not limited to, patient information,



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operational information, information regarding the business of the Hospital, its policies, procedures, guidelines and processes, and information regarding its agents, representatives, employees, contractors and staff, both credentialed and non-credentialed.

- l) Be responsible for obtaining all facility and state law required tests, immunizations and background checks for all Students who take part in the VIDE programs.
- m) Ensure that the VIDE programs are consistent with the local and federal laws and regulatory guidelines and assure that all Instructors are duly licensed and hold a current license to practice in the Virgin Islands and notify the Hospital of same. Ensure that all Instructors are cardiopulmonary resuscitation (CPR) professional provider certified.
- n) Certify that Students and Instructors will abide by the Hospital's dress code for clinical training and shall at all times wear an identification badge bearing the Student's or Instructor's name.

3.3 The VIDE and the Hospital Will:

- a) Collaborate to prepare clinical laboratories and professional climate conducive to Student learning and staff development.
- b) Understand that liability and insurance coverage for Students and Instructors is the responsibility of the VIDE.

4. COOPERATION, CONTROVERSY AND RESOLUTION

The parties agree to meet as often as may be necessary to discuss and evaluate the VIDE programs at the Hospital. The parties agree, that to the extent compatible with the separate and independent management of each, they will maintain effective liaison and close cooperation in the operation of the VIDE programs. If a dispute arises related to the obligations of performance of either party under this Agreement, representatives of the parties will meet in good faith to resolve the dispute.



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5. DESIGNATED REPRESENTATIVE

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

Schneider Regional Medical Center designates:

Yvonne Thomas

Yvonne Thomas, RN
Interim Chief Nursing Officer
9048 Sugar Estate
St. Thomas, USVI 00802

8/31/21
Date

Department of Education designates:

Mario Francis

Mario Francis, Principal
Rafael O. Wheatley Skill Center
41 Sugar Estate
St. Thomas 00802

8-31-2021
Date

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6. RELATIONSHIP OF THE PARTIES

At all times during the term of this Agreement, the relationship of the parties is that independent Agencies of the Government of the Virgin Islands. The parties agree that, at all times, VIDE's Students and Instructors, participating in the VIDE programs, are not acting as employees, agents or representatives of the Hospital.

7. INSURANCE AND LIABILITY

- a) At all times during the term of this Agreement, each party shall maintain, at its sole cost and expenses, insurance coverage.
- b) The VIDE shall require each Student to carry health insurance while the Student is assigned to the Hospital. In the event of injury to a Student at the Hospital, the Hospital will provide emergency medical treatment to the Student while he/she is assigned to the Hospital and the Student, or the Student's third-party payer, or the VIDE will pay the cost of such treatment.
- c) The VIDE shall provide and maintain professional liability insurance coverage of at least \$250,000.00 per occurrence with an aggregate limit of \$1,000,000.00 for any and all losses, liabilities, medical malpractice claims, damages, causes of action, costs and expenses, including reasonable attorneys' fees and litigation costs arising from VIDE student in any patient care activity or anyway related to this agreement.

8. ASSIGNMENT

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

9. INDEMNIFICATION

To the extent allowed under applicable local law, VIDE shall indemnify, hold harmless and defend the Hospital, its officers, directors, employees and agents from and against any and all losses, liabilities, claims, damages, causes of action, costs and expenses, including reasonable attorneys' fees and litigation costs arising from VIDE breach of any covenants or obligations set forth in the Agreement. This obligation shall survive the termination of this Agreement. Nothing in this MOU shall be construed to impose any liability upon the Hospital to persons, firms, associations, or corporations engaged by Hospital as servants, agents, or independent contractors, or in any other capacity whatsoever, or make Hospital liable to any such persons, firms associations, or corporations for the acts, omissions, liabilities, obligations and taxes of VIDE of whatsoever nature, including but not limited to unemployment insurance and social security taxes for VIDE, its servants, agents or independent contractors.

To the extent allowed under applicable local law, Schneider Regional Medical 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



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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 Schneider Regional Medical Center under this MOU and arising from any cause, except the sole negligence of Government.

10. 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.

11. 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.

12. 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.

13. CONDITION PRECEDENT

This MOU shall be subject to the approval of the Commissioner of the Department of Property and Procurement.

14. 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.

15. 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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16. 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.

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.

18. 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 Virgin Islands 00802

Racquel Berry-Benjamin
Commissioner
Department of Education
1834 Kongens Gade
St. Thomas, VI 00802

Dr. Luis Amaro
Interim Chief Executive Officer
Schneider Regional Medical Center
9048 Sugar Estate
St. Thomas, VI 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]
[Signature]

[Signature]
 Dr. Luis Amaro
 Interim Chief Executive Officer
 Virgin Islands Government Hospitals
 and Health Facilities Corporation d/b/a
 Schneider Regional Medical Center

10/16/2021
 Date

[Signature]
[Signature]

Racquel Berry Benjamin
 Racquel Berry-Benjamin
 Commissioner
 Department of Education

10/06/2021
 Date

[Signature]
[Signature]

Anthony D. Thomas
 Commissioner
 Department of Property and Procurement

10/22/2021
 Date

Dazarene Lescott

APPROVED AS TO LEGAL SUFFICIENCY
 DEPARTMENT OF JUSTICE BY: *[Signature]* Date 10/22/2021
 Assistant Attorney General

CERTIFICATE OF APPROVAL

I hereby certify that this is a true and exact copy of MOU No. _____ entered into
 between the Department of Property and Procurement and _____.

Anthony D. Thomas, Commissioner
 Department of Property and Procurement