



**MEMORANDUM OF  
UNDERSTANDING BETWEEN  
THE VIRGIN ISLANDS DEPARTMENT OF EDUCATION and  
VIRGIN ISLANDS DIABETES CENTER OF EXCELLENCE, INC  
THROUGH  
THE VIRGIN ISLANDS DEPARTMENT OF PROPERTY AND  
PROCUREMENT**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made this 27<sup>th</sup> day of August 2025, in the Territory of the Virgin Islands, by and between the Virgin Islands Diabetes Center of Excellence, Inc. of 4040 La Grande Princess, St. Croix, U.S. Virgin Islands and Virgin Islands Department of Education of 1834 Kongens Gade St. Thomas, U.S. Virgin Islands 00802 each a “Party” or collectively “Parties,” through the Department of Property and Procurement of 8201 Suite#4 Sub Base, St. Thomas, U.S. Virgin Islands, 00802

**WITNESSETH:**

**WHEREAS**, pursuant to Title 3, Section 96 of the Virgin Islands Code, the Virgin Islands Department of Education (VIDE) is responsible for promoting the cause of education, and achieving a high level of general education throughout the Virgin Islands, and is authorized to exercise such powers, and perform such other duties and functions, as may be prescribed by law, to fulfill this duty;

**WHEREAS**, the Virgin Islands Diabetes Center of Excellence (VIDCOE) is a 501(C)3 Non-profit organization whose mission is to prevent diabetes and reduce its complications through health promotion, patient education, treatment and research; and

**WHEREAS**, VIDCOE desires to offer participation in the “Childhood Diabetes Prevention Program” by offering prediabetes/diabetes screening and testing to public school students enrolled at identified schools located in the St. Croix School District; and

**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 twelve (12) months 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 Virgin Islands Diabetes Center of Excellence 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. Virgin Islands Diabetes Center of Excellence shall cover all costs associated with screening and testing.

## 3. RESPONSIBILITIES/ TASKS

3.1 Department of Education shall be responsible for:

- a) Provide one (1) designated parking space suitable for large mobile testing van.
- b) Provide students with parental consent form allowing an excused absence from classroom room instruction to be tested for (Rapid A1C, height, weight, temperature and blood pressure) in the mobile health van.
- c) Provide parents with all registration and Intake forms for completion as provided by VIDCOE.
- d) Allow VIDCOE Announcement of testing to be mass distributed by means of class dojo, text, emails, phone calls, and flyer.

3.2 Virgin Islands Diabetes Center of Excellence

- (a) Maintain Medical Malpractice and Professional Liability Insurance for its providers (nurses and doctors).
- (b) Maintain and provide the VIDE with its Clinical Laboratory Improvement Amendment Waiver.
- (c) Provide VIDE with VIDCOE patient data for reporting to which are outlined in a Data Sharing Agreement herein referred to as Attachment "A" attached hereto and incorporated herein by reference.
- (d) Provide one (1) Mobile Health Testing Van for all testing days. VIDCOE will provide a minimum of two (2) days at each school site.
- (e) Protect patient information by using a certified electronic health record and storing patient intake forms in a locked secure file cabinet for record storage;
- (f) Ensure that all clinical staff that provide care as part of VIDCOE services have a valid license, training and education to provide services.
- (g) VIDCOE will be responsible for any third-party billing and collections for its services.

## 4. DESIGNATED REPRESENTATIVE

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



**Department of Education designates:**

Dynel Lang, MPA  
Director, Parental and Community Engagement  
Department of Education  
1834 Kongens Gade  
St. Thomas, U.S. Virgin Islands 00802  
[Dynel.lang@vide.vi](mailto:Dynel.lang@vide.vi)  
(P) (340)-773-1095, Ext.7095

**Virgin Islands Diabetes Center of Excellence, Inc. designates:**

Julia Sheen, Dr.PH, MPH  
Executive Director  
Virgin Islands Diabetes Center of Excellence  
4040 La Grande Princesse  
Christiansted, St. Croix U.S.V.I. 00820  
[juliasheen@vidcoe.org](mailto:juliasheen@vidcoe.org)  
(P) (340)-208-0260

## **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 Virgin Islands Diabetes Center of Excellence 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 Virgin Islands Diabetes Center of Excellence of whatsoever nature, including but not limited to unemployment insurance and social security taxes for Virgin Islands Diabetes Center of Excellence 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**

Virgin Islands Diabetes Center of Excellence 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 Diabetes Center of Excellence 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 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.



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## 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:

### GOVERNMENT

Lisa M. Alejandro  
Commissioner  
Department of Property and Procurement  
8201 Sub Base, Suite 4  
St. Thomas Virgin Islands 00802

Dionne Wells Hedrington, Ed. D  
Commissioner  
Department of Education  
1834 Kongens Gade  
St. Thomas, U.S. Virgin Islands 00802

### VIRGIN ISLANDS DIABETES CENTER OF EXCELLENCE, INC.

Julia Sheen, Dr.PH, MPH  
Executive Director  
Virgin Islands Diabetes Center of Excellence  
4040 La Grande Princesse  
Christiansted, St. Croix U.S.V.I. 00820

**16. INSURANCE:** Virgin Islands Diabetes Center of Excellence, Inc shall maintain the following insurance coverages during the term of this MOU

- (a) **COMMERCIAL GENERAL LIABILITY:** Commercial general liability insurance, in a form acceptable to the Government, on a “per occurrence” basis with a minimum limit of not less than one million dollars and zero cents (\$1,000,000.00) for any one person per occurrence for death or personal injury and one million dollars and zero cents (\$1,000,000.00) for any one occurrence for property damage. Insurance policy(ies) shall name the Government of the Virgin Islands as the certificate holder and additional insured via an endorsement.
- (b) **PROFESSIONAL LIABILITY:** Professional liability insurance, in a form acceptable to the Government through insurance coverage or through coverage under the Government Self- Insurance retention Program in 27 V.I.C §166 et seq. This insurance policy shall cover the services being performed under this Contract and shall have policy limits of



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not less than two hundred fifty dollars and zero cents (\$250,000.00) per claim if coverage is provided through the Government Self Insurance Retention Program.

- (c) **WORKERS' COMPENSATION:** Contractor shall supply current coverage under the Government Insurance Fund or other form of coverage.

## **17. HIPAA REQUIREMENTS**

Both parties agree to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d ("HIPAA") and any current and future regulations promulgated thereunder including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 (the "Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all of which (including HIPAA, HITECH, the Federal Privacy Regulations, and the Federal Security Regulations) will be collectively identified herein as "HIPAA Requirements". Both parties will make their internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations.

## **18. PARTICIPATION IN FEDERAL HEALTH CARE PROGRAMS**

The parties represent and warrant that neither they nor any the Program Participants participating hereunder: (i) are currently excluded, debarred, or otherwise ineligible to participate in the Federal Health Care Programs as defined in 42 U.S.C. Section 1320a-7b(f) ("Federal Health Care Programs"); (ii) are convicted of a criminal offense related to the provision of health care items or services but have not yet been excluded, debarred or otherwise declared ineligible to participate in the Federal Health Care Programs, and (iii) are under investigation or are otherwise aware of any circumstances which may result in exclusion from participation in the Federal Health Care Programs. This shall be an ongoing representation and warranty during the term of this Agreement and the parties shall immediately notify each other of any change in status of the representation and warranty set forth in this section. Any breach of this Paragraph 1.0(k) shall give the non-offending party the right to immediately terminate this Agreement for cause.

## **19. FACSIMILE, 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.

**GOVERNMENT OF THE VIRGIN ISLANDS**

Dionne Wells Hedrington, Ed.D.  
Commissioner of Education

07/08/2025

Date

Lisa M. Alejandro, Commissioner  
Department of Property and Procurement

08/27/2025

Date

**VIRGIN ISLANDS DIABETES CENTER OF EXCELLENCE, INC.**

Julia Sheen, PH, MPH  
Executive Director

07/08/2025

Date

APPROVED AS TO LEGAL SUFFICIENCY

DEPARTMENT OF JUSTICE BY: Date 08/27/2025