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

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made this 23rd day of August 2023, in the Territory of the Virgin Islands, by and between the Government of the Virgin Islands, Department of Health (Healthcare Provider) and Marist College (College), 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 pursuant to Title 3, Chapter 23 and Title 19 V.I.C. § 311; and

Whereas, the Department of Health is the owner and operator of an agency in the Virgin Islands in which such clinical nursing facilities presently exist, and

Whereas, the College has developed and established an educational program of special training for Physician Assistants enrolled at Marist College and wants to affiliate with Healthcare Provider to provide clinical experience to Trainees; and

Whereas, the entities are committed to the education of Trainees and recognize that supervised clinical practice experience constitutes an important part of the curriculum; and

Whereas, Healthcare Provider has qualified professionals for Trainees' instruction and is willing to make its facilities available for this purpose pursuant to the terms of this Agreement; and

Whereas, the entities desire to combine efforts for the express purpose of setting forth clearly and accurately a complete and detailed statement of their respective agreement and responsibilities in connection with the academic affiliation for students' clinical Physician Assistant, 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



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the Department of Property and Procurement and shall terminate FIVE (5) years 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 Marist College with 60 days written notice of the Government's election to renew.

2. COSTS

Except as provided in paragraph 3.2 (k) (ii) and (iii), 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) Accreditation. Healthcare Provider shall be accredited by The Joint Commission and/or any other applicable accrediting agencies.
- (b) Orientation. Healthcare Provider shall provide the College's faculty and Trainees with an orientation, if not already addressed by the College in section 3.2 (o), to Healthcare Provider in accordance with Healthcare Provider's rules and regulations, including any required training under the Health Insurance Portability and Accountability Act (HIPAA), OSHA, CDC, and the Joint Commission.
- (c) Provider Preceptor. Healthcare Provider shall designate a person who shall be responsible for the coordination and implementation of the supervised clinical practice experiences at Healthcare Provider and who shall plan jointly with the person designated by College for the Trainee's clinical experience at Healthcare Provider.
- (d) Emergency Medical Treatment. Healthcare Provider shall provide or refer Trainee to emergency medical treatment for the evaluation and management of bloodborne pathogen exposure to Trainees who become ill or injured at Healthcare Provider. Treated Trainees shall be responsible for all charges for emergency care and any care or treatments, if elected, beyond emergency care.
- (e) Trainee Evaluation. Healthcare Provider's preceptor shall evaluate Trainee performance (i.e., students' performance, patient contact, patient record keeping, etc.) at mid-term and/or after completion of the program on forms provided by or acceptable to the College.
- (f) Trainee Supervision. Healthcare Provider's preceptor shall provide appropriate clinical supervision for Trainees participating in the program. Healthcare Provider retains sole authority and control over all aspects of patient care, and shall designate patients or categories of patients to College's faculty and Trainees. Healthcare Provider will advise College at the earliest possible time of any serious deficiency noted in an assigned



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Trainee's performance. Healthcare Provider and College may act to devise a plan by which the student may be assisted toward achieving the stated objectives of the affiliation or Healthcare Provider may choose to remove the student from the clinical experience at its sole election.

- (g) Trainee Disciplinary Proceedings. In the event that Healthcare Provider determines that disciplinary action with regard to a Trainee is warranted, Healthcare Provider shall notify the Program Director or Clinical Coordinator in writing of the grounds for such action. The College's Program Director shall determine if the disciplinary action is appropriate pursuant to the College's policies and procedures, and shall conduct the appropriate disciplinary proceeding. If requested by College, Healthcare Provider may authorize and direct appropriate Healthcare Provider staff members to participate in disciplinary proceedings.
- (h) Trainee Removal. Healthcare Provider shall provide the College with written notice of the proposed removal of a Trainee and shall confer with the Program Director or Clinical Coordinator to attempt to resolve these issues in good faith. However, Healthcare Provider may remove Trainee when the Trainee poses an imminent threat to patient safety or welfare. In the event that Healthcare Provider determines that an imminent threat to patient safety or welfare exists, removal of the Trainee does not require prior written notice. Rather, the College may be notified as soon as practicable.
- (i) Clinical Rotations. Healthcare Provider will provide for clinical rotations starting 2023.
- (a) Supervised clinical practice experiences must provide sufficient patient exposure to allow each student to meet program-defined requirements with patients seeking:
- i. Medical care across the life span to include, infants, children, adolescents, adults, and the elderly;
 - ii. Women's health (to include prenatal and gynecologic care);
 - iii. Care for conditions requiring surgical management, including pre-operative, intra-operative, and post-operative care; and
 - iv. Care for behavioral and mental health conditions
- (b) Supervised clinical practice experiences must occur in the following settings:
- i. Outpatient;
 - ii. Inpatient;
 - iii. Emergency department;
 - iv. Operating room.
- (c) Supervised clinical practice experiences should occur with preceptors practicing in the following disciplines:
- i. Family medicine;
 - ii. Pediatrics;
 - iii. Internal medicine;
 - iv. OB/GYN;
 - v. General surgery;
 - vi. Behavioral and mental health care;
 - vii. Emergency medicine.



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3.2 Marist College shall be responsible for:

- (a) Accreditation. College shall assure that its institution, faculty, Trainees, and staff meet the professional standards established by federal, state, and local laws and regulations and as stipulated by the Joint Commission.
- (b) Administration of Program. College has sole responsibility for the planning, programming and administration of the program, the selection and assignment of Trainees in the Program, and the requirements for matriculation, grading, and graduation, subject to Healthcare Provider's control of Healthcare Provider's services. College shall designate an individual from the College's institution to act as Clinical Coordinator. This Clinical Coordinator shall oversee the administration of the supervised clinical practice experience program. Healthcare Provider and College shall mutually agree in writing on the number of Trainees eligible to participate in the program and the days and hours available for supervised clinical practice experiences at Healthcare Provider.
- (c) Scheduling. College shall maintain ongoing communication with Healthcare Provider to schedule clinical education and training.
- (d) Trainee Credentialing. College shall timely provide Healthcare Provider with the documents necessary to review the Trainees' credentials in compliance with Healthcare Provider's rules and regulations. All students shall have been cleared through background checks prior to the acceptance in the program.
- (e) Healthcare Provider Code of Conduct. College shall ensure that prior to placement at Healthcare Provider all of the College's Trainees and faculty that are participating in the Program receive a copy of the Healthcare Provider's Code of Conduct and sign and adhere to the Healthcare Provider's Code of Conduct. These rules and regulations include but are not limited to maintaining the confidentiality of patient records and information. College shall ensure that its program participants comply with the rules and regulations.
- (f) Gifts. College and its representatives agree to adhere to Healthcare Provider's Policy for Interaction with Industry in all dealings with Healthcare Provider and its employees.
- (g) No Smoking On-Site. College, College's employees, or College's agents shall comply with all state and local smoking laws and regulations while within any Healthcare Provider building, on any sidewalk and/or any property surrounding all sites that are owned and operated by Healthcare Provider (including research facilities and the regional network) and within 15 feet of any entrance or exit (including loading docks and parking garages) of all work sites that are leased by Healthcare Provider.
- (h) Health Clearance. Prior to the assignment of each Trainee to Healthcare Provider, College shall certify in writing that each Trainee meets the health, immunization and



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infection control training criteria as stated below. College may provide Healthcare Provider with the health care files of the College's Trainees upon Healthcare Provider's written request, and shall not unnecessarily withhold such requested information.

- (i) Responsibility for Damages. College is responsible for all damages to Healthcare Provider property, premises, equipment or supplies that may occur as the result of the College's Trainees' or faculty's participation in the program.
College will disclose to all Trainees:
- (j) Their eligibility for New York and national certification and licensing in the field of Physician Assistant, under current regulations;
 - i. Any proposed or pending changes or limitations to such certification, licensing or eligibility requirements;
 - ii. Any risk to, or limitations on graduate Trainees' certification, licensing, or eligibility requirements related to the Program.
- (k) Remuneration.
 - i. College's Trainees and faculty are not servants, contractors, agents or employees of Healthcare Provider. College's Trainees and faculty are not entitled to any remuneration from Healthcare Provider, or to any benefits, including disability benefits or any other rights and benefits normally afforded to employees of Healthcare Provider.
 - ii. College will provide payment of seven hundred fifty dollars and zero cents (\$750.00) per student, per rotation. Clinical rotations are five (5) weeks long.
 - iii. Payment will be made twenty (20) working days after rotation ends.
 - iv. Funds will be submitted to:
Virgin Islands Department of Health
Charles Harwood Medical Complex
3500 Estate Richmond, Christiansted
St. Croix, VI 00820
Attention: Janis Valmond, MS, DrPH, CHES
Deputy Commissioner, Health Promotion & Disease Prevention
- (l) Federal Health Care Program Compliance Exclusion.
 - i. The College certifies that it is not excluded from participation in a Federal or State Health Care Program.
 - ii. The College certifies that it is not under investigation by any county, state, or federal agency or entity. In addition, the College will inform Healthcare Provider



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immediately in the event the College becomes the subject or target of any such investigation.

- iii. The College warrants that it complies with all applicable county, state, and federal provisions. Furthermore, the College maintains an internal compliance program to ensure that its activities comply with all governmental and other regulations and provisions. As part of this compliance program, the College conducts bi-annual screenings of federal and state sanction lists of Excluded Individuals/Entities to ensure that its officers, directors, employees, contractors, and those entities with whom the College intends to do business have not been excluded or debarred. College will immediately notify Healthcare Provider in the event that the College finds that one of its officers, directors, employees, or contractors is excluded from participation in a Federal or State Health Care Program. College will indemnify Healthcare Provider for any claims, judgments, overpayments or expenses arising from such exclusion.
- (m) Laws and Regulations Regarding Bloodborne Pathogens and Tuberculosis. College shall comply with all applicable local, state, and federal laws, including the OSHA regulations regarding bloodborne pathogens and Tuberculosis as follows:
 - i. Have a written Exposure Control Plan, which identifies categories of classification by risk of occupational exposure to bloodborne pathogens and tuberculosis and defines the training of Trainees in the policies and procedures contained in the Exposure Control Plan; and
 - ii. Provide Healthcare Provider with a copy of Exposure Control Plan upon request.
- (n) Confidentiality and Disclosure. College shall require its Trainees to respect the confidential nature of all medical information relating to patients.
 - i. College shall ensure and submit evidence to Healthcare Provider that its Trainees have been informed of the need to comply with all applicable laws, rules, and regulations governing confidentiality, disclosure, and re-disclosure requirements of the federal, state, and local laws, rules and regulations, and the standards of the Joint Commission, including but not limited to those provisions concerning HIV/AIDS-related information.
 - ii. In accordance with the Family Educational Rights and Privacy Act of 1974 ("FERPA"), Healthcare Provider will not permit unauthorized disclosure of any Trainee's educational records.
- (o) In-service Education. College shall provide initial and annual in-service education to faculty and Trainees which meets the mandatory standards set by applicable state boards and accrediting and regulatory agencies such as the Joint Commission, the Centers for Disease Control (CDC), and OSHA, including: the confidentiality requirements



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surrounding HIV-related information in accordance with the relevant laws and regulations, and infection control training, including required training under federal OSHA Bloodborne Pathogen and Tuberculosis Regulations. Training shall include making accessible a copy of the regulatory text of this standard and explanation of its contents, general discussion on bloodborne diseases and tuberculosis and their transmission, the Exposure Control Plan, engineering and work practice controls, Personal Protective Equipment (PPE), hepatitis and vaccine, response to emergencies involving blood, Exposure Incidents and Post-Exposure evaluation, and follow-up program. College shall provide Healthcare Provider with a copy of each Trainee's documented training upon request.

- (p) Trainee Instruction and Supervision. College's Clinical Coordinator shall have access to Healthcare Provider's facility and records for the sole purpose of general supervision and training of its Trainees, to ensure that the academic preparation of the Trainees rotating to Healthcare Provider is in keeping with the objectives and requirements of the program, and to maintain accurate records of those participating in the program. The College's Clinical Coordinator or designee and Trainees may not be in patient areas of Healthcare Provider at hours other than those specifically agreed to by Healthcare Provider. In addition, Trainees may not perform any clinical services or activities at Healthcare Provider unless accompanied by or in the presence of authorized Healthcare Provider personnel.
- (q) Trainee Evaluations. College shall require its Trainees to evaluate clinical education and training at Healthcare Provider using forms provided by College and/or Healthcare Provider, which shall be submitted to the Healthcare Provider annually for their records.
- (r) Trainee Identification. College shall assure that each Trainee carries an identification card issued by Healthcare Provider and that each Trainee conspicuously displays his/her name badge when engaging in activities at Healthcare Provider.

3.3 Each Trainee shall have:

- i. Had a physical examination and health history or annual health assessment within the past year to make certain that the Trainee does not have a health impairment that is a potential risk to patients or may interfere with the performance of his/her duties, including the habituation or addiction to depressants, stimulants, narcotics, alcohol or other drugs or substances which may alter the individual's behavior;
- ii. Certification of immunity (documented titers) or evidence of a medical contraindication for immunization: measles, rubella, and varicella;
- iii. PPD skin test within one (1) year to be reported in mm of induration;
- iv. Chest X-Ray if PPD is equal to or greater than five- (5) mm induration and dated after this PPD;



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- v. The necessary lab tests required under the New York State Health Code (10 NYCRR 405.3) as well as Hepatitis B surface antigen and antibody lab test taken within one (1) year;
- vi. Medical clearance to wear a Technol N95 particulate filter respirator and evidence of fit testing;
- vii. Been offered Hepatitis B vaccine if not immune and a signed declination in the Occupational Safety and Health Administration ("OSHA") language if participant refuses Hepatitis B vaccine; and
- viii. Been followed up with in the event that the Trainee had been exposed to bloodborne pathogens.

3.4 Other Provisions

(a) Remedies. Healthcare Provider and College shall have all rights and remedies available at law or in equity and these rights and remedies are not in lieu of or in limitation of the parties' other rights and remedies under this Agreement. Remedies available at law or in equity are cumulative and may be exercised to the extent permitted by the law of the controlling jurisdiction, successively or concurrently. The exercise of the one right or remedy does not bar the exercise of another available right or remedy. A party's failure to exercise or delay in exercising, any right or remedy at law or in equity, is not a waiver of the right or remedy. In addition, a party may elect to exercise any partial or full remedy provided by the Agreement without waiving any other right or remedy.

(b) Compliance with Laws.

(b1) Each of the parties hereby represents and warrants that, to the best of its knowledge and understanding, all obligations pertaining to and benefits derived under this Agreement are in full compliance with all applicable federal, state, local, and applicable credentialing bodies, laws, rules and regulations ("Applicable Laws"), as they exist now, and as they may be amended from time to time, including but not limited to:

- i. All laws, rules and regulations pertaining to Medicare, Medicaid, other federally funded State entitlement programs promulgated by the United States Department of Health and Human Services, including its Office of the Inspector General and the Centers for Medicare and Medicaid Service, and
- ii. All rules, regulations and standards promulgated by the Joint Commission.

(b2) Each party covenants and agrees to maintain compliance with all Applicable Laws as presently existing and as hereafter amended, throughout the Term of this Agreement, and to use its best efforts to notify the other party of any change in the Applicable Laws of which it becomes aware that may affect the obligations of either party under this



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Agreement. In the event of a violation by either party of the Applicable Laws, or an investigation into an alleged violation, College and Healthcare Provider shall each take all measures necessary to promptly remedy any such violation with the other party and its legal representatives in the investigation and defense of any such claim or action, to the extent that the parties' interests are not adverse to one another.

- (b3) Trainees shall be assigned to a mutually agreed upon schedule consistent with the policies of the department to which they are assigned and in accordance with any limitations prescribed under applicable law.

(c) Confidentiality.

Confidential Information. In the course of their relationship, the parties may disclose to each other written or electronically communicated or stored information under this Agreement which they deem confidential, including, without limitation, pricing and sales information and customer names ("Confidential Information"). Accordingly, the parties hereby agree as follows:

- 1) Each party shall not disclose Confidential Information to any other person, firm or corporation (including, without limitation, affiliated corporations and separate business units) except as provided herein and shall use the same degree of care to avoid publication or dissemination of such Confidential Information as they employ with respect to their own information which they do not desire to have published or disseminated. All Confidential Information shall be retained by each party in a secure place with access limited to only such of its employees or agents (including consultants, accountants, and attorneys) who need to know such information for purposes of this Agreement and each of the foregoing persons shall be informed of the existence and terms of this Section and each party hereby acknowledges and agrees that it shall be liable to the other for any breach by its employees or agents; and
- 2) Each party shall not use any Confidential Information in connection with its own marketing or product pricing or other internal purposes except to the necessary to fulfill its obligations under this Agreement; and
- 3) Each party shall not solicit or market any product to any of the other party's customers based upon information provided to it by the other party (whether by customer list, customer registration or otherwise); and
- 4) At the conclusion of this relationship or upon demand by the other party, all Confidential Information, including marketing documents, other written notes, diagrams, memoranda, or notes taken by each party regarding Confidential Information, shall be returned to the other party or, at the request of the other party, destroyed. The term "Confidential Information" shall not include, and each party shall have no obligation with respect to, any information which:



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- i. Is already known to it; or
 - ii. Is or becomes publicly known through no wrongful act of it; or
 - iii. Is rightfully received from a third party without restriction and without breach of this Agreement; or
 - iv. Is independently developed by it; or
 - v. Is approved for release by written authorization of the other party.
- 5) The parties may disclose any Confidential Information received hereunder pursuant to any applicable law, regulation or court order, provided that such disclosure shall be limited to the minimum acceptable level of disclosure and that the party required to disclose such information shall immediately notify the other party of the imminent disclosure and reasonably cooperate to minimize or prevent such disclosure to the maximum extent allowed under applicable law, regulation or court order. Each party acknowledges that disclosure or improper use of the Confidential Information would cause the other party immediate and irreparable harm. Without limiting the following, each party agrees that the other party shall be entitled to equitable relief in addition to any other remedies available to it.
- (d) HIPAA Privacy Law. The parties shall treat as private and confidential, in accordance with all applicable federal, state, and local laws, rules and regulations governing the privacy, confidentiality, and disclosure requirements of individually identifiable health information, including, without limitation, the applicable provisions of the Health Insurance Portability and Accountability Act of 1996 and any regulations and official guidance promulgated thereunder (collectively, "HIPAA"), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH), all individually identifiable health information used or disclosed pursuant to this Agreement.

The parties acknowledge that Healthcare Provider is a covered entity as defined in the privacy regulations promulgated pursuant to HIPAA. To the extent that the College Trainees and faculty have access to protected health information by virtue of their participation in the program at Healthcare Provider, the parties agree that said Trainees and faculty are deemed to be part of Healthcare Provider's workforce solely for HIPAA compliance purposes and subject to policies and procedures governing the use and disclosure of protected health information, as defined in HIPAA, by Healthcare Provider and College staff. The parties agree the sponsorship of the program as contemplated by this agreement does not constitute a business associate agreement under HIPAA. Nothing herein shall be understood as creating an employer-employee relationship between Healthcare Provider and the College, Trainees, and faculty by virtue of this provision.

- (e) This Agreement shall terminate immediately if either party fails to maintain in good



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standing its licensure, certification, or accreditation governing the operation of its facility. Such party shall immediately inform the other party in writing of a failure to maintain its licensure, certification, or accreditation.

- (f) If College fails to promptly notify Healthcare Provider that a College officer, director, or employee is excluded from a Federal Health Care Program, is convicted of a health care related felony, suffers a loss or suspension of a provider license, a loss of credentials for stated quality reasons; or the College fails to immediately terminate such employee from providing services to Healthcare Provider. In the event College, or its employees, agents, representatives, or subcontractors make or receive any payments, loans, gifts, or forms of compensation:
- (g) Force Majeure. Neither party shall hold the other liable for failure to comply with any of the terms and conditions of this Agreement which failure results from fire, unusually severe weather, labor dispute, strike, war, insurrection, governmental restrictions, epidemics or pandemics or acts of God, beyond the reasonable control of such party; provided that such party failing to comply proceeds with reasonable diligence to cure such failure as promptly as possible.

4. DESIGNATED REPRESENTATIVE

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

Department of Health designates:

Janis Valmond, MS, DrPH, CHES
Deputy Commissioner
Charles Harwood Medical Complex
3500 Estate Richmond, Christiansted
St. Croix, VI 00820

Marist College designates:

Marist College
Program Director, Physician Assistant Program
Allied Health Building
3399 North Road
Poughkeepsie, New York 12601

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 Marist College 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 Marist College of whatsoever nature, including but not limited to unemployment insurance and social security taxes for Marist College, its servants, agents or independent



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contractors.

6. ASSIGNMENT

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

7. INDEMNIFICATION

Marist College 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 Marist College under this MOU and arising from any cause, except the sole negligence of Government.

To the extent permitted by applicable law, the Government agrees to indemnify, defend and hold harmless Marist College 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 Marist College may incur, sustain or be subjected to, arising out of or in any way connected to the services to be performed by the Government under this MOU and arising from any cause, except the sole negligence of Marist College.

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.



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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 ninety (90) 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 when the same is sent by certified mail, postage prepaid or personally delivered, addressed to the parties as follows:

Lisa M. Alejandro
Commissioner Nominee
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

Catherine Kodat
Provost and Dean of Faculty
Marist College
Allied Health Building
3399 North Road
Poughkeepsie, New York 12601



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16. INSURANCE

Marist College 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 (\$1,000,000.00) for any one person per occurrence for death or personal injury and one million dollars (\$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, which covers the services being performed under this Contract, with policy limits of not less than one million dollars (\$1,000,000.00) per claim. The Government shall be listed thereon as a certificate holder.
- (c) **WORKERS' COMPENSATION:** Contractor shall supply current coverage under the Government Insurance Fund or other form of coverage.

17. FACSIMILE, ELECTRONIC & DIGITAL SIGNATURES

A facsimile, electronic or digital signature on this Contract shall be deemed an original and binding upon the Parties hereto.

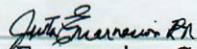
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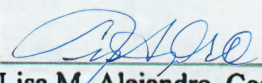
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The parties have hereunto set their hands as set forth below.

GOVERNMENT OF THE VIRGIN ISLANDS


Justa E. Encarnacion, Commissioner
Department of Health

Date: 8/3/2023


Lisa M. Alejandro, Commissioner D
Department of Property and Procurement

Date: 8/23/2023

MARIST COLLEGE


Catherine Kodat
Provost and Dean of Faculty

Date: 8/1/23

APPROVED AS TO LEGAL SUFFICIENCY

DEPARTMENT OF JUSTICE BY:  Date 8/21/23
ASSISTANT ATTORNEY GENERAL