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MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (“MOA”) is made this 7th day of January, 2023 in the Territory of the Virgin Islands, by and between the Government of the Virgin Islands, Fire and Emergency Medical Services (“VIFEMS”) and Virgin Islands, Department of Health (“DOH”), each a “Party” or collectively “Parties,” through the Department of Property and Procurement.

WITNESSETH:

WHEREAS, the Virgin Islands Fire and Emergency Medical Services is in need of the services of a Contractor to perform emergency medical services (“EMS”) Billing and Collection Services, which duties and responsibilities are more particularly described in Addendum I (Scope of Services) attached hereto; and

WHEREAS, the DOH is responsible for regulating EMS providers within the Virgin Islands, and for authorizing the provision of EMS response and transport within the territory; and

WHEREAS, the VIFEMS is a provider of emergency medical services in the Virgin Islands; and

WHEREAS, the DOH and the VIFEMS agree to cooperate with each other for the purpose of delivery, maintenance, and improvement of EMS services and emergency medical care within the Virgin Islands, in order to meet the needs of Virgin Islands 9-1-1 patients efficiently and appropriately; and

WHEREAS, DOH has an office which provides computerized claims, billing and collection services and which files medical insurance claims with government and commercial companies by electronic and paper means, and which also provides for billing services directly to patients or for patient's portion of healthcare provider fees not covered by insurance; and

WHEREAS, the VIFEMS desires to retain DOH to provide VIFEMS with claims and billing services whereby DOH will file insurance claims with government and commercial companies by electronic and paper means on behalf of VIFEMS;

WHEREAS, DOH has represented that it has the necessary professional expertise, qualifications, and capability, and all required licenses and/or certifications to provide computerized claims, billing, and collection services to VIFEMS; and

WHEREAS, Department of Health was selected in accordance with 31 V.I.C. § 239(a)(8); and

WHEREAS, Department of Health represents that it is willing and capable of providing such services.



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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. SERVICES

Department of Health will provide the services described in Addendum I (Scope of Services) attached hereto and made a part of this MOA.

2. TERM AND EFFECTIVE DATE

This MOA shall be effective upon the date of execution of this MOA by the Commissioner of the Department of Property and Procurement and shall remain in effect until this MOA is terminated in accordance with the provisions of Paragraph 17. Termination shall not relieve either of the parties from obligations already incurred up to the date of termination. DOH shall continue to forward to VIFEMS all money received on VIFEMS' behalf, subject to receipt of the fee provided herein.

3. COMPENSATION

VIFEMS, in consideration of the satisfactory performance of the services described in Addendum I (Scope of Services), agrees to pay Department of Health in accordance with the provisions set forth in Addendum II (Compensation) attached hereto and made a part of this MOA.

4. TRAVEL EXPENSES

Inclusive of the compensation for services as specified in Paragraph 3 (Compensation) above, the VIFEMS agrees to pay documented transportation, subsistence, lodging and other travel expenses, while in travel status, for trips which have been authorized in writing, in advance, by the VIFEMS. These costs shall be advanced or reimbursed on the same basis as is applicable to non-contract employees of the VIFEMS, or as agreed to by an addendum to this MOA, however, said costs and expenses shall not exceed N/A.

5. RECORDS

Department of Health when applicable, will present documented precise records of time and/or money expended under this Contract.

6. PROFESSIONAL STANDARDS

Department of Health agrees to maintain the professional standards applicable to its profession and to consultants doing business in the United States Virgin Islands.

7. DOCUMENTS, PRINTOUTS, ETC.

All documents, books, records, instructional materials, programs, printouts, and memoranda of every



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description derived therefrom and pertaining to this MOA shall become the property of the VIFEMS and shall be turned over to it at the termination of this MOA. The above- described materials shall not be used by Department of Health or by any other person or entity except upon the written permission of the VIFEMS.

8. ASSIGNMENT

Department of Health shall not subcontract or assign any part of the services under this MOA without the prior written consent of the VIFEMS.

9. THIRD PARTY BENEFICIARIES

This Agreement is intended to be solely between the parties hereto. No part of this Agreement shall be construed to add, confer, supplement amend, abridge, or repeal existing rights, benefits, or privileges of any third party or parties, including, but not limited to, employees of either of the parties.

10. INDEPENDENT CONTRACTOR

Department of Health shall perform this MOA as an independent contractor, and nothing herein contained shall be construed to be inconsistent with this relationship or status.

11. GOVERNING LAW

This MOA shall be governed by the laws of the United States Virgin Islands and jurisdiction shall remain in the United States Virgin Islands.

12. WAIVERS AND AMENDMENTS

No waiver, modification or amendment of any term condition or provision of this MOA 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 MOA, but the same shall be strictly limited and restricted to the extent and occasion specified in such signed writing or writings.

14. ENTIRE AGREEMENT

This MOA constitutes the entire agreement of the parties relating to the subject matter addressed in this agreement. This agreement supersedes all prior communications, contracts, or agreements between the parties with respect to the subject matter addressed in this Agreement, whether written or oral.

15. RIGHT TO WITHHOLD



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If work under this MOA is not performed in accordance with the terms hereof, VIFEMS will have the right to withhold out of any payment due to Department of Health, such sums as VIFEMS may deem ample to protect it against loss or to assure payment of claims arising therefrom, and, at its option, VIFEMS may apply such sums in such manner as VIFEMS may deem proper to secure itself or to satisfy such claims. VIFEMS will immediately notify the Department of Health in writing in the event that it elects to exercise its right to withhold.

No such withholding or application shall be made by VIFEMS if and while Department of Health gives satisfactory assurance to VIFEMS that such claims will be paid by Contractor or its insurance carrier, if applicable in the event that such contest is not successful.

16. CONDITION PRECEDENT

This MOA shall be subject to the availability and appropriation of funds and to the approval of the Commissioner of the Department of Property and Procurement.

17. TERMINATION

- (a) Either party will have the right to terminate this MOA with or without cause on ninety (90) days written notice to the other party specifying the date of termination; or
- (b) This agreement may also be terminated on written notice in the event either party becomes excluded from participation by the Medicare or Medicaid program; DOH becomes legally unable to provide the services contemplated herein; or VIFEMS becomes legally unable to provide medical services. In the case of termination under this subparagraph, the date of termination of this MOA shall be coterminous with the date of the event or occurrence triggering the termination.

Upon termination, VIFEMS shall be permitted to terminate DOH's access to its systems. VIFEMS shall be required to pay all fees accrued as of the date of termination plus any claims or charges that are pending or in-transit.

18. PARTIAL TERMINATION

The performance of work under this MOA may be terminated by the parties, in part, whenever the VIFEMS shall deem such termination advisable by providing ninety (90) days written notice to either party. This partial termination shall be effected by delivering to either party a Notice of Partial Termination specifying the extent to which the term and/or duties under this MOA are terminated and the date upon which such termination becomes effective. The Department of Health shall be entitled to receive payment for services provided to the date of termination, including payment for the period of the ninety (90) day notice.

19. 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 MOA on account of race, creed, color, sex, religion, disability or national origin.



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20. CONFLICT OF INTEREST

Department of Health covenants 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 MOA.

21. NOTICE

Any notice required to be given by the Terms of this MOA 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

Anthony D. Thomas
Commissioner
Department of Property and Procurement
8201 Sub Base, Suite 4
St. Thomas U.S. Virgin Islands 00802

Daryl A. George, Sr.
Director
VI Fire and Emergency Medical Services
1005 Ross Taarneberg
St. Thomas, VI 00802

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

22. LICENSURE

Department of Health covenants that it has:

- (c) obtained all of the applicable licenses or permits, permanent, temporary or otherwise as required by Title 27 of the Virgin Islands Code; and
- (d) familiarized itself with the applicable provisions of Title 27 of the Virgin Islands Code pertaining to professions and occupations.

23. OTHER PROVISIONS

Addenda I and II attached hereto are a part of this MOA and are incorporated herein by reference.

24. DEBARMENT CERTIFICATION

General Contract No. G011VIFT23



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By execution of this MOA, the Department of Health certifies that it is eligible to receive awards using federally appropriated funds and that it has not been suspended or debarred from entering into agreements with any federal agency. Department of Health shall include this provision in each of its subcontracts hereunder and shall furnish its subcontractors with the current "LIST OF PARTIES EXCLUDED FROM FEDERAL PROCUREMENT OR NON-PROCUREMENT". In the event Department of Health or any subcontractor misrepresents its eligibility to receive contract awards using federal funds, the Department of Health or subcontractor agrees that it shall not be entitled to payment for any work performed under this MOA or any subcontract and that the Department of Health or subcontractor shall promptly reimburse the VIFEMS for any progress payments heretofore made.

25. FALSE CLAIMS AND LIABILITY

Department of Health warrants that it shall not, with respect to this MOA, make or present any claim upon or against the VIFEMS, or any officer department, board, commission, or other agency thereof, knowing such claims to be false, fictitious or fraudulent. Department of Health acknowledges that making such a false, fictitious or fraudulent claim is an offence under Virgin Islands law.

The submission of false, fraudulent or misleading data, information, or statements to the VIFEMS and /or commercial third-party payors in connection with health insurance coding, billing and claims submission is a crime and can subject the violator to imprisonment and fines.

Neither VIFEMS nor DOH are responsible for any acts or omissions of the other party or the other party's employees.

The parties will not incur liability to each other for failing to perform any obligation under this agreement if such failure results from a force majeure event or any force beyond their reasonable control.

26. NOTICE OF FEDERAL FUNDING

Department of Health acknowledges that this MOA is funded, in whole or in part, by federal funds. Department of Health warrants that it shall not, with respect to this MOA, make or present any claim knowing such claim to be false, fictitious, or fraudulent. Department of Health acknowledges that making such a false, fictitious, or fraudulent claim is a federal offence.

27. HIPAA COMPLIANCE

Parties agree to respect and abide by all federal, state and local laws pertaining to confidentiality with regard to all information and records obtained or reviewed in the course of providing services under this Agreement and all federal rules under the Health Insurance Portability and Accountability Act (HIPAA) governing the privacy, security and use of protected health information.

All patient information and data provided by the VIFEMS to DOH shall be kept confidential and shall not be disclosed to anyone outside of DOH other than to the extent necessary for DOH to process and submit claims for VIFEMS.



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28. FACSIMILE, ELECTRONIC & DIGITAL SIGNATURES

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

IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year first above written.

WITNESSES:

GOVERNMENT OF THE VIRGIN ISLANDS

Daryl A. George, Sr. 12-22-22
Daryl A. George, Sr. - Director Date
VI Fire and Emergency Medical Services

Justa Encarnacion RN 12/29/2022
Justa E. Encarnacion, Commissioner Date
Department of Health

Anthony D. Thomas 1/7/2023
Anthony D. Thomas, Commissioner Date
Department of Property and Procurement

APPROVED AS TO LEGAL SUFFICIENCY
DEPARTMENT OF JUSTICE BY: *Carol McDonald* Date 1/5/2023
Assistant Attorney General