



**MEMORANDUM OF
UNDERSTANDING BETWEEN
THE VIRGIN ISLANDS DEPARTMENT OF HEALTH, VIRGIN ISLANDS
BOARD OF NURSE LICENSURE
&
CREDENTIALIA NURSE AIDE LLC THROUGH
THE VIRGIN ISLANDS DEPARTMENT OF PROPERTY AND
PROCUREMENT**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made this 6th day of August 2022, in the Territory of the U.S. Virgin Islands, by and between Government of the Virgin Islands, Department of Health (VIDOH), Virgin Islands Board of Nurse Licensure (“the Board or VIBNL”) and Credentia Nurse Aide LLC (“Credentia”) through the Department of Property and Procurement.

WITNESSETH:

Whereas, the Virgin Islands Department of Health is responsible for ensuring the issuance of licenses certificates to qualified nurses in the Territory pursuant to Title 19 V.I.C. § 228; and

Whereas, the Virgin Islands Board of Nurse Licensure is responsible for issuance of licenses certificates pursuant to Title 27 V.I.C. § 93; and

Whereas, Credentia is the exclusive test provider for the National Nurse Aide Assessment Program (“NNAAP”);

Whereas, The Board wishes to continue a testing program using the National Nurse Aide Assessment Program (“NNAAP”);

Whereas, the entities have a common interest in continuing a program to ensure the availability of testing for those interested; and

Whereas, the entities desire to combine efforts in ensuring the availability of testing for those interested, 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

MOU No. G067DOHT22

Initials: *JM*



OPCMR

the Department of Property and Procurement and shall terminate December 31, 2025, thereafter. The Government in its sole discretion, shall have the option to renew this MOU for a period of two (2) additional periods of one (1) year each subject to the same terms noted herein, by providing Credentia with Sixty (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.

3. RESPONSIBILITIES/ TASKS

3.1 VIDOH, The Board agrees to:

Follow the outlined steps in administering the quarterly written or oral, and the practical Certified Nurse Aide (CNA) examination:

- (a) Accept inquiry from perspective applicant to take the written or oral and the practical CNA examination via telephone, email, in-person at the respective VIBNL Offices, and/or mail.
- (b) provide the perspective applicant with the application via in-person pick up at the respective VIBNL office and/or via United States Postal Service (USPS).
- (c) Receive completed application, along with the applicable VIBNL's fee outlined below, from prospective applicant in-person at the respective VIBNL Office and/or via USPS.

Application Fees – Certified Nurse Assistant (CAN)	
Initial Testing Fee	\$75.00
Retesting Fee	\$40.00

The acceptable form of payment is certified check or money order, payable to:
Virgin Islands Board of Nurse Licensure
P.O. Box 304247
St. Thomas, VI 00803

- (d) Notify Credentia about prospective applicant(s) to solicit the number of CNA examination(s). Request requirement will include, but not limited to quantities of Scorable Test Booklets, Evaluation Center Examiner Manuals, Skills Rating Sheets, Oral Administration Instructions, Manual Skills Rater Training Manuals, Candidate Information Booklet and Candidate and State Score Reports, and Sponsor Reports.
- (e) Schedule the CNA examinations dates



- (f) Notify perspective applicants in a timely manner.
- (g) Collect application examination fees from applicants, upon applicant's application prior to entrance on the date of the written or oral exam.
- (h) Ensure the Board administers the written exam/oral exam and practical exam quarterly. The following, which includes, but not limited to;
Written/Oral Exam:
 - i. Provide a safe and adequate area for applicant to sit the written/oral component with a minimal spacing of three (3) feet between applicants and six (6) feet for oral exams, as not to disturb other applicants.
 - ii. Provide a minimum of one (1) proctor per a maximum of fifteen (15) applicants or less per day for written exam.
 - iii. Enforce the time allotment to a maximum of two (2) hours for written/oral exams.
 - iv. Validate all exam booklets and answers sheets are accounted for immediately after every scheduled testing.Practical/Skills Exam:
 - i. Provide a safe and adequate area, as per Credentia's requirements with NNAAP guidelines for the practical exam.
 - ii. Provide an active licensed, Registered Nurse to proctor and score the practical exam.
 - iii. Provide one proctor per practical exam to a maximum of ten (10) applicants per day.
 - iv. Ensure the time limit for the skills exam shall be for a maximum of thirty (30) minutes per applicant.
 - v. Ensure the proctor secures all score sheets for final submission.
- (i) The Board shall retain a photocopy of the all-score sheets only.
- (j) Return to Credentia all original Scorable Test Booklets, Evaluation Center Examiner Manuals, Skills Rating Sheets, Oral Administration Instructions, Manual Skills Rater Training Manuals, Candidate Information Booklet and Candidate and Score Reports, and Sponsor Reports in return labeled envelopes provided by Credentia.
- (k) Ship all materials, which are the property of Credentia, to be shipped to Credentia within 48-hours after the conclusion of each test administration event.
- (l) Submit to Credentia the tracking numbers for all packages, mailed through USPS within 8 hours of mailing.

3.2 Credentia Nurse Aide LLC shall be responsible to:

- (a) Render to the Board the following services and any other services set forth in the NNAAP Evaluator Manual and The NNAAP Examination Instruction Booklet.
- (b) Design, develop and produce the required quantities of Scorable Test Booklets, Evaluation Center Examiner Manuals, Skills Rating Sheets, Oral Administration Instructions, Manual Skills Rater Training Manuals, Candidate Information Booklet and Candidate and State



OPCMR

Score Reports, and Sponsor Reports.

- (c) Distribute and ship testing materials to the Board in accordance with procedures set out in the NNAAP Evaluator Manual and The NNAAP Examination Instruction Booklet to include returned label packages for exams.
- (d) Verify the contents of each return of testing materials, score the examination, and provide score reports to the Board as set out in the NNAAP Evaluator Manual and The NNAAP Examination Instruction Booklet within fifteen (15) days of receipt.
- (e) Track all packages mailed by The Board. The Board shall bare no responsibility for packages in transport to Credentia. If a package is lost during transit Credentia shall notify The Board which shall forward copies of answer sheets held on file to be scored. Credentia shall continue its investigation for any missing packages.
- (f) Store all testing records for the length of the MOU, upon termination of the MOU all records shall be returned to The Board.

3.3 Joint Responsibilities:

- (a) During the term of this Agreement, the performance of the entities shall be governed by this Agreement and the NNAAP Evaluator Manual and The NNAAP Examination Instruction Booklet.
- (b) The NNAAP Evaluator Manual and The NNAAP Examination Instruction Booklet shall consist of a manual that has been approved by both entities that shall be utilized to implement the detailed procedures of administering the NNAAP and is incorporated herein by reference.
- (c) The entities reserve the option to amend the services described herein to a program model that will provide full-service test delivery by Credentia
- (d) If there is any conflict between the provisions of this Agreement relating to the administration of the NNAAP and the NNAAP Evaluator Manual and The NNAAP Examination Instruction Booklet, the NNAAP Evaluator Manual and The NNAAP Examination Instruction Booklet shall control.
- (e) Payment to Credentia will be made in accordance with procedures set out in the NNAAP Evaluator Manual and The NNAAP Examination Instruction Booklet. The acceptable form of payment is certified check or money order payable to:

Credentia Nurse Aide LLC
3 Bala Plaza West
Bala Cynwyd, PA 19004

The cost for the examinations shall be as follows:

Standard Services Fees	
Written and Manual Skills Evaluations	\$45.00/candidate
Written Evaluation Only	\$22.50/candidate
Manual Skills Evaluation	\$22.50/candidate
Oral Administration of Written Evaluations	\$22.50/candidate
Hand Scoring	\$10.00 each
Additional Copy of Score Report	\$15.00 each
Missing Evaluation Booklets and/or Rating Forms	\$100.00 per booklet



OPCMR

DOH will collect examination fees from applicants and subsequently forward the examination fees, along with the completed tests for each candidate to Credentia, and no other sums other than the examination costs expressly payable by the testing candidates hereunder shall be due Credentia from the Board in connection with the NNAAP.

- (f) All examination materials are the property of Credentia and must be shipped to Credentia within 48-hours after the conclusion of each test administration event.
- (g) Under this "ship and score" model, the Board is responsible for the exam administration expenses.
- (h) Credentia, the Board and the NNAAP owner shall have the right to use any data derived from the administration of the NNAAP for any statistical purpose providing any use does not specifically identify an individual along with that individual's test score or any institutions aggregate test scores;
- (i) All individual candidate information, data, records, and all other materials that Credentia has prepared or has access to as a result of this Agreement will be kept in confidence to the extent allowed by law or regulation, unless otherwise stated. This obligation shall continue in full force and effect after the termination of this Agreement.
- (j) Notwithstanding anything contained in this Agreement, the entities agree that Credentia or Credentia's licensor shall be the exclusive owner of all test items provided from its general item bank, regardless of when those items are created, and such items shall be licensed to the Board for their use during the term of this Contract only.
- (k) The Board and Credentia will take all measures necessary to maintain the security and integrity of the NNAAP. The Board agrees to notify Credentia, and any appropriate governmental agency should there be any breach of exam or data security.

4. DESIGNATED REPRESENTATIVE

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

Department of Health, Virgin Islands Board of Nurse Licensure designates:

Carmen Vanterpool
 Territorial Executive Director
 P O Box 304247
 VI Medical Foundation Building
 9150 Estate Thomas, Suite 206
 St Thomas VI 00803

Credentia Nurse Aide LLC designates:

Christina Tecce
 Client Success Manager
 3 Bala Plaza West
 Bala Cynwyd, PA, 19004



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 Credentia 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 Credentia of whatsoever nature, including but not limited to unemployment insurance and social security taxes for Credentia, 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

Credentia 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 Credentia 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.

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:

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, Virgin Islands 00802

Jennifer Mankowski, BSN, RN
Executive VP of Program Management & Development
Credentia Nurse Aide LLC
3 Bala Plaza West Suite 400A
Bala Cynwyd, PA 19004

16. 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

Denese A Dunlop-Harley

Justa Encarnacion
Justa E. Encarnacion, Commissioner
Department of Health

08/03/2022
Date

Magdalena A. Francis

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

8/6/2022
Date

CREDENTIALIA NURSE AIDE LLC

Christina Tecce

Jennifer Mankowski
Jennifer Mankowski, BSN, RN
Executive VP of Program Management & Development
3 Bala Plaza West Suite 400A
Bala Cynwyd, PA 19004

08/03/2022
Date

APPROVED AS TO LEGAL SUFFICIENCY
DEPARTMENT OF JUSTICE BY:

Alay M

Date 08/05/22