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## MEMORANDUM OF AGREEMENT

**THIS MEMORANDUM OF AGREEMENT ("MOA")** is made this 15th day of April, 2021, in the Territory of the Virgin Islands, by and between the Government of the Virgin Islands, Department of Property and Procurement, on behalf of the Department of Health, Division of Chronic Diseases and Prevention (hereinafter referred to as "Government") and Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (hereinafter referred to as "Louisiana State University" or "The Contractor").

### WITNESSETH:

**WHEREAS**, the Government is in need of the services of a Contractor to provide the multi-mode Windows Based Software Computer-Assisted Telephone Interviewing (WinCATI) data collection, interviewer monitoring, quality control, and data processing for the Virgin Islands Behavioral Risk Factor Surveillance System (BRFSS) program, which duties and responsibilities are more particularly described in Addendum I (Scope of Services) attached hereto; and

**WHEREAS**, Louisiana State University was selected in accordance with 31 V.I.C. § 239(a) (4)

**WHEREAS**, Louisiana State University represents that it is willing and capable of providing such services.

**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

Louisiana State University will provide the services described in Addendum I (Scope of Services) attached hereto and made a part of this contract.

### 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 terminate on February 28, 2022. The Government in its sole discretion, shall have the option to renew this MOA for a period of one (1) additional year subject to the same terms noted herein, by providing Louisiana State University with sixty (60) days written notice of the Government's election to renew.



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### **3. COMPENSATION**

The Government, in consideration of the satisfactory performance of the services described in Addendum I (Scope of Services), agrees to pay Louisiana State University a sum not to exceed ONE HUNDRED SEVENTY-FIVE THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS (\$175,500.00) 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 Government 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 Government. These costs shall be advanced or reimbursed on the same basis as is applicable to non-contract employees of the Government, or as agreed to by an addendum to this Contract, however, said costs and expenses shall not exceed N/A.

### **5. RECORDS**

Louisiana State University, when applicable, will present documented precise records of time and/or money expended under this Contract.

### **6. PROFESSIONAL STANDARDS**

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

### **8. LIABILITY OF OTHERS**

Nothing in this MOA shall be construed to impose any liability upon the Government to persons, firms, associations, or corporations engaged by Louisiana State University, 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 Contractor of whatsoever nature, including but not limited to unemployment insurance and social security taxes for Louisiana State University, its servants,



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agents or independent contractors.

## **9. ASSIGNMENT**

Louisiana State University shall not subcontract or assign any part of the services under this MOA without the prior written consent of the Government.

## **10. INDEMNIFICATION**

Louisiana State University 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 Louisiana State University under this MOA and arising from any cause, except the sole negligence of Government.

## **11. INDEPENDENT CONTRACTOR**

Louisiana State University shall perform this MOA as an independent contractor and nothing herein contained shall be construed to be inconsistent with this relationship or status.

## **12. GOVERNING LAW**

Reserved

## **13. 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.



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#### **15. RIGHT TO WITHHOLD**

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

No such withholding or application shall be made by Government if and while Louisiana State University gives satisfactory assurance to Government 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**

Either party will have the right to terminate this Contract with or without cause on thirty (30) days written notice to the other party specifying the date of termination.

#### **18. PARTIAL TERMINATION**

The performance of work under this MOA may be terminated by the Government, in part, whenever the Government shall deem such termination advisable by providing thirty (30) days written notice to the Louisiana State University. This partial termination shall be effected by delivering to the Louisiana State University 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 Louisiana State University shall be entitled to receive payment for services provided to the date of termination, including payment for the period of the thirty (30) 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.

#### **20. CONFLICT OF INTEREST**

Louisiana State University 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



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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, MBA

Commissioner

Department of Property and Procurement

8201 Sub Base, Suite 4

St. Thomas U.S. Virgin Islands 00802

Justa E. Encarnacion, RN, BSN, MBA/HCM

Commissioner

Department of Health

1303 Hospital Ground, Suite #10

St. Thomas, VI 00802

### **CONTRACTOR**

Sally McKechnie

Chief Procurement Officer

Louisiana State University South Stadium Drive

Baton Rouge, LA 70803

## 22. LICENSURE

Louisiana State University covenants that it has:

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

## 23. OTHER PROVISIONS

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





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#### 24. DEBARMENT CERTIFICATION

By execution of this MOA, the Louisiana State University 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. Louisiana State University 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 Louisiana State University or any subcontractor misrepresents its eligibility to receive contract awards using federal funds, Louisiana State University or subcontractor agrees that it shall not be entitled to payment for any work performed under this MOA or any subcontract and that the Louisiana State University or subcontractor shall promptly reimburse the Government of the Virgin Islands for any progress payments heretofore made.

#### 25. FALSE CLAIMS

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

#### 26. NOTICE OF FEDERAL FUNDING

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

#### 27. INSURANCE

Louisiana State University shall maintain the following insurance coverages during the term of this MOA

- (a) **COMMERCIAL GENERAL LIABILITY:** The public liability/ commercial general liability insurance shall have a minimum limit of not less than one million dollars (\$1,000,000.00) for anyone per occurrence for death or personal injury and one million dollars (\$1,000,000.00) for any one occurrence for property damage.
- (b) **PROFESSIONAL LIABILITY:** Professional liability insurance, which covers the services being performed under this MOA, with policy limits of no less than one million dollars (\$1,000,000.00) per any one occurrence. The Government shall be listed thereon as a certificate holder.



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

## 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**

*Doreen A. Dunlop-Harley*

*Justa E. Encarnacion*  
Justa E. Encarnacion, Commissioner  
Department of Health

4/2/2021

Date

*Legislative A. Thomas*

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

4/15/2021

Date

**LOUISIANA STATE UNIVERSITY**

*Jamie Maddie*  
Jamie Maddie (Mar 30, 2021 10:09 CDT)

*Sally McKechnie*  
Sally McKechnie (Mar 30, 2021 09:52 CDT)

03/30/2021

Sally McKechnie, Chief Procurement Officer  
Louisiana State University

Date

APPROVED AS TO LEGAL SUFFICIENCY

DEPARTMENT OF JUSTICE BY:

*Carol E. McDonald*  
Assistant Attorney General

Date 4/15/2021

PURCHASE ORDER NO. 4725