



**MEMORANDUM OF
UNDERSTANDING BETWEEN
THE VIRGIN ISLANDS DEPARTMENT OF HEALTH
&
HEALTHSPACE USA Inc.
THROUGH
THE VIRGIN ISLANDS DEPARTMENT OF PROPERTY AND
PROCUREMENT**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made this 7th day of July, 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 Environmental Health, (hereinafter referred to as “DOH or Department”) and HealthSpace USA Inc. (hereinafter HealthSpace) and (with “DOH or Department” and “HealthSpace” hereinafter collectively referred to as “Parties”).

WITNESSETH:

WHEREAS, the Virgin Islands Department of Health is responsible for “exercising general control over the enforcement of laws and regulations relating to the health of the people of the Virgin Islands and administering, operating, and maintaining public health standards which it deems necessary to prolong the life span of the people of this area,” as established by 3 V.I.C. Chapter 23, and

WHEREAS, the Government needs an internet web-based inspection system, for the purpose of “regulation and inspection of food business establishments” to combat food borne illness, pursuant to 19 V.I.C. Part VI; and

WHEREAS, the United States Department of Health and Human Services, Centers for Disease Control and Prevention (hereinafter referred to as “CDC”) selected Council of State and Territorial Epidemiologists (CSTE) (hereinafter referred to as “Third Party”) to purchase the software from HealthSpace USA Inc. for the project; and

WHEREAS the agencies have a common interest in ensuring the safety of the citizens of the Virgin Islands; and

WHEREAS, HealthSpace USA Inc. is a provider of web-based configurable Environmental Health Services (EHS) Software which is an Internet Web Based Inspection application software user licenses designed and hosted by HealthSpace known at HS Cloud Suite and the inspection application known as HSTouch to be used with the Apple iPad, and services including data hosting and support /maintenance services from HealthSpace; and

WHEREAS the Parties desire to combine efforts in ensuring procurement, delivery, and use of an Internet Web Based Inspection application software known as HS Cloud Suite, by entering this MOU; 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:

MOU No. G037DOHT21

HealthSpace Initials: SG



1. TERM AND EFFECTIVE DATE

The term of this MOU shall be from July 1, 2020, to June 30, 2022. Upon the date of execution of this MOU by the Commissioner of the Department of Property and Procurement shall be effective for the term set out herein.

2. COSTS

- a. 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.
- b. HealthSpace agrees that DOH is not responsible for any payment, and all fees including taxes for the services and application were made by CSTE. These costs were invoiced to CSTE as a single invoice totaling \$64,299.00 prior to the project start date and has already been paid in full by CSTE. Any costs and/or fees beyond the already paid \$64,299.00 and/or associated with an extension of this Agreement beyond June 30, 2022 shall be the sole responsibility of the DOH.

3. RESPONSIBILITIES / TASKS

3.1 HealthSpace shall be responsible for:

Sale of the HS Cloud Software at an agreed upon price, in the agreement between HealthSpace and CSTE, for exclusive use by the Virgin Islands Department of Health.

(a) Scope of Work (SOW)

- i. HealthSpace will provide the HealthSpace Software as set out below.
- ii. HealthSpace will provide the services as set out below.

HealthSpace will provide system access, data hosting and storage and standard system reporting tools for the following inspection and regulatory functions:

(a) Inspections:

Provided will be the base HS Cloud System which includes the following core Environmental Health (EH) Tools:

- i. Address (Standard U.S. Postal Service Address fields*)
- ii. Establishment (Name, Phone, Status*)
- iii. Permit (Program, Permit Type, and other program permitting specific data points. Program and Permit are configurable and will be set to client needs. *)
- iv. Contact (Name, address, phone/email – used for Owners, Billing, etc. Any people records*)
- v. Plan Review (standard data and status tracking*)
- vi. Inspection (driven by the in system “Violation Library” – the Inspection data entry points will be set up based on the client’s specific inspections*)
- vii. Complaint (Includes industry standard data entry*)
- viii. Foodborne Illness (FBI) Complaint (Includes industry standard data entry*)
- ix. User Manager (This tool is where all system users will be managed – this is where access is



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added/removed)

- x. Permissions Manager (This tool is where for any user set up in the User Manager, specific permissions can be granted to the tools and features within the system)

For each of the above tools, the Form Builder system feature can be used to add any needed data point and logic, as well as adding and setting up printed output. The tools will have out of the box data points set up. But client forms and needs will be reviewed and assessed, and all needed data points, logic, and printed output will be set up for each tool. Form Builder can also be used to set up additional screens/tools within the system. See additional information below on the Form Builder tool included.

(b) Configuration Tools:

Provided will be the Configuration Tools for the following functionality:

- i. Form Builder: Form builder provides back end access to all tools/tables in the system, allowing the Admin user to add data entry fields, edit current data entry field formats, upload and hook up a printed output from any tool, modify variables of features on all tools/tables, add new tools/tables to the system, and manage the relationship between all tools and tables.
- ii. Violation Library: This tool allows the client to manage all aspects of the violation data that populates the inspections for all programs used, including library of items, selection types, scoring logic, predefined comments, violation municipal code library, printed output.
- iii. Program and Permit Type Manager: Which allow the full management of all programs and their individual permit/license types.
- iv. Navigation Categories and Pages: Allows the management of basic access points and categorization of tools within the system.

(c) Detailed User Manual:

Provided will be a thorough user manual that covers all features of the system, including the configuration tools.

(d) Other Additions or Unique Needs:

- i. HealthSpace will facilitate changes in the violations library and related functionality described in part b "Configuration Tools" as DOH requests.
- ii. HealthSpace will provide support and assistance as each inspection program gets implemented.
- iii. HealthSpace will work to ensure satisfactory integration of USVI payment and licensing systems, to the extent which this is technologically feasible.
- iv. Access to the reporting database will be provided for the duration of this agreement so that data may be queried by parties approved by DOH.

(e) Hosting:

- i. Service includes webhosting, data storage, data backup and publishing Public Data, which includes inspection information configured to meet the requirements of DOH,
- ii. HealthSpace will make reasonable effort to ensure that the system servers are available at 99.999% availability per calendar month on all its services subject to any force majeure as set out in section 15 of the Agreement.



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iii. HealthSpace will allow access, via the Internet, to the system servers.

(f) Support and Maintenance:

Any issues or needs with ongoing use of the system can be handled by using the HS Cloud Support Feature, which is an in-system ticketing feature that allows for support requests to be made. Full instructions on usage of this tool will be provided by product support staff, both during user training and in manual format. This ticket forum is reviewed regularly by HealthSpace support staff to address needs.

HealthSpace support can also be reached by phone or email during normal business hours, for any support needs. During usage, any bugs encountered will be fixed within three (3) business days. Any change or additional functionality requests will be reviewed and assessed. Most changes can be handled through the in-system configuration tools. But any change outside of basic changes and functionality, that would require a code change, if approved, a quote for the work will be provided.

(g) License to Use Software

- i. Subject to the terms and conditions specified in this Agreement, HealthSpace grants DOH and its successors a limited, non-perpetual license (the "License") to use the EHS or other HealthSpace Software as indicated in the SOW for the duration of this MOU, subject to a **Third Party** paying the License Fee.
- ii. The License Fee includes all subsequent core system upgrades and changes instituted by HealthSpace after deployment. It does not include any Custom Development, such as design changes to modules deployed for the DOH that are outside the normal configuration options of the HealthSpace Software.
- iii. HealthSpace will provide sufficient software licenses and upgrades of the Supporting Software required for the number of Users, as may be amended under paragraph 4.II), using the HealthSpace Software, subject to payment for such software licenses and upgrades by a party that has agreed in writing to payment of related fees.
- iv. The DOH is responsible for and agrees to abide by all the provisions of applicable license agreements for Supporting Software and will ensure that the DOH staff complies with the license agreements.
- v. The DOH may add additional Users, provided that DOH secures own payment of the License Fee and any other associated software license fees for such additional Users as detailed in ii).
- vi. The DOH acknowledges and agrees its license to, and accordingly its use of, the HealthSpace Software is at all times subject to the following limitations:

- (1) *No Modification or Reverse Engineering*—The DOH will not directly or indirectly modify, or in any way alter (excluding configuration expressly permitted by the Documentation) the whole or any part of the HealthSpace Software, nor will the DOH translate, decompile, disassemble, reconstruct, decrypt, or reverse engineer the whole or any part of the HealthSpace Software.
- (2) *No Rental or Timeshare Use*—Except as permitted herein, the DOH will not directly or indirectly license, sublicense, sell, resell, transfer, assign, distribute, rent, lease, or otherwise commercially exploit the HealthSpace Software in any way, nor will the DOH use of the HealthSpace Software in a computer service business, service bureau, hosting or timesharing arrangement.
- (3) *Unauthorized Equipment*—The DOH will only use the HealthSpace Software on computing devices which are supplied by HealthSpace or which meet certain the minimum system



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requirements as provided by HealthSpace from time to time.

- (4) *Proprietary Notices*—The DOH will not directly or indirectly remove any proprietary notices, labels or marks from the HealthSpace Software or other materials, including those indicating any intellectual property rights of HealthSpace or any third party unless otherwise agreed between the parties in writing.

(h) Ownership of Software and Data

- i. HealthSpace warrants to the DOH that HealthSpace is the developer and owner of HS Touch application and the HS Cloud system and has full rights to the HealthSpace Software and has the right to distribute to the DOH required licenses to operate the HealthSpace Software.
- ii. In the event of any suit or claim against the DOH by any third party for damages and/or injunctive relief contesting ownership of the HealthSpace Software and/or the DOH's rights under this Agreement, HealthSpace agrees to, at its own expense, defend the DOH against such suit or claim and to hold the DOH harmless from expenses of such defense and from any court-awarded judgments resulting from such suit or claim.
- iii. Further, if such suit or claim occurs or is likely to occur, HealthSpace will, at its own expense, either procure for the DOH the right to continue using the HealthSpace Software or replace the same with a non-infringing product, substantially conforming to that described herein, or modify the same so that it will be non-infringing, provided that this Agreement has not been terminated.
- iv. For greater clarity, the provisions of section 5.II will not apply to the extent that any such claim relates to the DOH's combination of the HealthSpace Software with computing devices, systems or other software not approved by HealthSpace or otherwise contemplated hereunder, or in the event of the Department's refusal to install any update or replacement provided pursuant to section 5.iii).
- v. All Data and Public Data, whether entered into or stored in the system by the DOH or by HealthSpace on behalf of the DOH, is and will remain the sole property of the DOH. The DOH hereby grants HealthSpace, royalty-free licensed during the term of this Agreement to use, copy and otherwise exploit the Data and the Public Data to operate the HealthSpace Software and perform the services provided in this Agreement, including to extract, derive, compile and publish the Public Data, and for any other purpose permitted hereunder. The DOH acknowledges that whether the HealthSpace Software uses HealthSpace Servers or third-party servers, the Supporting Software will transmit Data to HealthSpace Servers for the purpose of performing functions on the Data required by this MOU and also to collect the Public Data.
- vi. If HealthSpace supplies the necessary computing devices, HealthSpace will pre-install and configure the Supporting Software on such devices.
- vii. HealthSpace will use commercially reasonable efforts to minimize any changes to minimum system requirements for the HealthSpace Software resulting from system upgrades and changes.

3.2 Department of Health shall be responsible for:

- (a) Designating staff members to provide for multiple functions under the MOU.
- (b) Accepting that the DOH Administrator is responsible for administrator functions within the system, for the Department.
- (c) Designating a replacement Administrator within thirty (30) days if the primary is unable



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to serve in that capacity or leave the organization.

- (d) Ensuring that the Administrator receive designed and delivered training which is done electronically through web-based training and documentation.
- (e) Providing access to HealthSpace's online learning material for all Users using HS Touch.
- (f) With support from HealthSpace, installing the HS Touch Application on DOH computing devices if DOH supplies the computing devices to operate the Supporting Software.

3.3 Other Provisions

Appendix I attached hereto are a part of this MOU and are incorporated herein by reference.

3.4 Additional Provisions

(a) Intellectual Property

- i. The HealthSpace Software will, at all times, remain the property of HealthSpace, subject only to the license of use granted herein, specifically excluding any right of reproduction sale, lease, sublicense or any other transfer or disposition of the HealthSpace Software, or any portion thereof, by the Department except as follows:
upon the transfer, or merger, of substantially all the assets of the DOH to a successor organization, this MOU and the rights and obligations of the DOH herein may be assigned to such successor; or
- ii. The DOH grants HealthSpace a non-exclusive, perpetual and royalty-free license to use all innovations, suggestions, and feedback ("Feedback") regarding the HealthSpace Software suggested by the DOH staff, provided that the Feedback pertains to the operation or design of the HealthSpace Software, or of possible future extensions of the HealthSpace Software, and is either presented in an area not private to the DOH or is sent directly to HealthSpace. Such Feedback is given to HealthSpace on an "as is" basis and the DOH does not provide any warranty regarding the Feedback.

(b) Decommissioning

Upon termination of this MOU, or its expiration without replacement, the DOH will immediately cease using the HS Touch application. HealthSpace will transmit all data captured using HS Touch and all DOH data stored on the HS Cloud system to the DOH data system and scrubbed from the HS Cloud servers within five (5) business days of the effective termination date. HealthSpace will provide support for this process

(c) Confidentiality

- i. Each party agrees to protect the Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind but in no case less than reasonable care and will not use the Confidential Information of the other party, except in connection with the performance of its obligations under this MOU or as permitted by this MOU. The confidentiality provisions set forth in this MOU will remain in full force and effect in perpetuity.
- ii. Without limiting the foregoing, HealthSpace will
 - 1) ensure that all copies of the Data will be secured behind a professionally configured firewall,
 - 2) use database systems with adequate and reliable security and will make regular security checks on these systems, and



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- 3) HealthSpace will supply the PAC with copies of the results of such checks upon request. The DOH agrees that it will treat these results as HealthSpace's Confidential information.
- iii. Upon termination of this MOU or upon the written instruction of the party owning Confidential Information, the other party will return or destroy the requesting party's Confidential Information. For this MOU, a party will be deemed to have destroyed electronic Confidential Information when it executes an application- or operating system-level, commercially reasonable delete function on it, provided that thereafter it does not conduct or permit any recovery or restoration of same.
- iv. Each party will be responsible to the other for any disclosure of Confidential Information that is not permitted by this MOU to the extent caused by such party and for any failure by such party to comply with the terms hereof.
- v. The obligations of confidentiality set out will not apply in respect of uses or disclosures of Confidential Information where:
 - 1) the discloser consents in writing,
 - 2) disclosure is required to comply with any applicable law, judicial order or stock exchange rules, provided that the party proposing to disclose the Confidential Information gives the other party reasonable, sufficient notice as may be practicable in the circumstances to contest or protect the required disclosure, or
 - 3) the party proposing to use or disclose the Confidential Information can establish with documentary evidence that, other than as a result of a breach of this MOU, the Confidential Information
 - a. is available in the public domain or is Public Data,
 - b. was disclosed to it by a third party without violating confidentiality obligations,
 - c. was already known by it or was subsequently developed by it without any use of Confidential Information.

(d) Protected Health Information

- i. HealthSpace will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information (PHI) in accordance to the National Institute of Standards and Technology (NIST) 800-53 Security Guide should the DOH require that HealthSpace, subcontractors(s) or agent(s) create, receive, maintain, or transmit PHI data on behalf of the DOH. This data shall be protected against unauthorized access, disclosure or modification, theft, or destruction.
- ii. HealthSpace will use encryption that is in accordance consistent with NIST Special Publication 800-111 Guide to Storage Encryption, including the use of standards-based encryption format using triple-Data Encryption Standard (DES) (3DES), or the Advanced Encryption Standard (AES), or their successors.
- iii. Backups of PHI will be encrypted in accordance with secure methods as listed in NIST Special Publication 800-111 Guide to Storage Encryption, including off-site storage in a physically secure location with secure access controls to authorized personnel. Backup schedules shall be maintained to ensure timely availability and integrity of data.
- iv. HealthSpace will implement technical security measures including mechanisms to encrypt and decrypt electronic protected health information (PHI) "at rest" and "during transmission" over an electronic communications network, including the internet, consistent with NIST Special Publications 800-52, 800-77 and Guidelines as appropriate to comply with Federal Information Processing Standards in the protection of PHI.
- v. HealthSpace will perform an independent audit of its data centers at least annually at its expense and provide a redacted version of the audit report to the DOH upon request. HealthSpace may remove its



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- proprietary information from the redacted version. A Service Organization Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third-party audit.
- vi. HealthSpace will provide reports or additional information upon request of the DOH and access by the DOH or the DOH's designated staff to HealthSpace's facilities and/or any location involved with providing services to the DOH or involved with processing or storing DOH data, and HealthSpace shall cooperate with DOH staff and audit requests submitted under this Section. Any confidential information of either party accessed or disclosed during the course of the security audit shall be treated as set forth under this Contract or federal or DOH law or regulations. Each party shall bear its own expenses incurred in the course of conducting this security audit. HealthSpace shall at its own expense promptly rectify any non-compliance with the Policy or other requirements identified by this security audit and provide proof to the DOH thereof.
- vii. HealthSpace will report any security incident to the appropriate Department identified contact immediately. If HealthSpace has actual knowledge of a confirmed data breach that affects the security of any DOH content that is subject to applicable data breach notification law, HealthSpace shall:
- 1) Promptly notify the appropriate DOH identified contact within 24 hours or sooner, unless shorter time is required by applicable law,
 - 2) Take commercially reasonable measures to report perceived security incidents to address the data breach in a timely manner.
 - 3) Cooperate with the DOH as reasonably requested by the DOH to investigate and resolve the data breach,
 - 4) Promptly implement necessary remedial measures, if necessary, and document responsive actions taken related to the data breach, including any post incident review of events and actions taken to make changes in business practices in providing the services, if necessary.
- viii. Access to DOH data will be restricted to authorized personnel. Security measures will be enforced to ensure the integrity, security and availability of the system and data resources. HealthSpace will be subject to Health Insurance Portability and Accountability Act (HIPAA) / Health Information Technology for Economic and Clinic Health (HITECH) (HIPAA/HITECH) Breach Notification requirements of unsecured Protected Health Information. All HealthSpace personnel assigned to this task order will be subject to appropriate security clearances granted in accordance with their assigned duties and responsibilities. All HealthSpace personnel will be informed of their security responsibilities and be subject to security monitoring and audits to ensure compliance to security clearances. (Appendix I)

(e) Force Majeure

Neither party is liable for any delay, interruption or failure in the performance of its obligations if caused by acts of God, war, declared or undeclared, fire, flood, storm, slide, earthquake, their failure, inability to obtain equipment, supplies or other facilities not caused by a failure to pay, labor disputes, or other similar event beyond the control of the party affected which may prevent or delay such performance. If any such act or event occurs or is likely to occur, the party affected will promptly notify the other, giving particulars of the event. The party so affected will use reasonable efforts to eliminate or remedy the event.

(f) Information Management Responsibilities

HealthSpace will comply with all applicable privacy laws, rules, and regulations of the U.S. Virgin Islands in which the DOH is located.



(g) General

- i. Time will be of the essence in this MOU
- ii. The captions and headings appearing in this MOU are inserted for convenience only and do not form a part of this MOU and are not intended to interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

(h) Definitions

- i. **“Application”** means a web-based application and an inspection application that is developed for the iOS operating systems that uses the native features on tablets using the operating systems which, are downloaded from either from Apple’s App Store.
- ii. **“Confidential Information”** means any and all data or information that is known or used by a party that is not generally available to the public or that, by its nature or the nature of its disclosure, ought reasonably be known to be the confidential or proprietary information of such party, and includes, but is not limited to, business information, specifications, research, software, trade secrets, know-how, designs, drawings, data, computer programs, customer names and other technical, financial and business information concerning a party, or any such information of clients or customers of a party, which is disclosed by or on behalf of such party to the other party. For greater clarity, the Department’s Confidential Information will include the Data, but not the Public Data, and HealthSpace’s Confidential Information will include the terms of this Agreement, including all pricing and fees.
- iii. **“Custom Development”** means alterations to the Standard Application requested by the Department to meet specific needs that cannot be achieved in the configurable EHS settings. Any Custom Development will be conducted at agreed rates, as an addendum to this Agreement.
- iv. **“Data”** means any and all information, processes, documentation, marks, and other intellectual property owned or produced by the Department that is not Public Data.
- v. **“Decommissioning”** means the process of transitioning the Department away from using the HealthSpace Software following termination or expiration of this Agreement, as more particularly set out in section 18.
- vi. **“HealthSpace Servers”** means servers operated and maintained by HealthSpace or collocated on which Data and Public Data may be stored and accessible by the Department.
- vii. **“HS Cloud”** means a fully hosted cloud-based solution with a browser-based interface as well as supplementing API’s that allows for deployment of enterprise level solutions to government, particularly those in the Environmental Health industry.
- viii. **“HS Touch”** means the iPad Application downloaded from the Apple App Store that interfaces with HS Cloud providing a data collection and reporting function for field staff working either connected or disconnected from the internet with the base engine and logical mechanisms written in the native languages appropriate for the iOS.
- ix. **“License Fee”** means the aggregate license fee payable in respect of each User, as set out in the SOW.
- x. **“Module Mapping”** means setting up HS Touch to record the required inspection data required by the department for each contracted inspection program.
- xi. **“Public Data”** means any and all information entered into or stored in the EHS by the Department or by HealthSpace on behalf of the Department that is published and made available to the general public or which is otherwise subject to freedom of information disclosure under any law or regulation applicable to the Department.
- xii. **“SOW”** means the statement of work as detailed in section 3.1 (a).
- xiii. **“Standard Application”** means application functionality that is available out-of-the box including the configurability options in the system.



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- xiv. "System" means HSCloud, and HSTouch Inspection Application
- xv. "UAT" means user acceptance testing.
- xvi. "User" is defined as anyone who is given access to HS Touch by an authorized license, whether or not employed by the Department.

4. DESIGNATED REPRESENTATIVE

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

Department of Health designates:

Wanson Harris, Director
Virgin Islands Department of Health
Environmental Health
3500 Estate Richmond
Christiansted, St. Croix, VI 00820

HealthSpace USA Inc. designates:

Cameron Garrison
Director of Business Development & Operations
HealthSpace USA Inc.
436 East 36th Street, Ste 53
Charlotte, NC 28205

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

HealthSpace USA Inc, 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 HealthSpace USA Inc. under this MOU and arising from any cause, except the solenegligence 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



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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 within ninety (90) days of written notice to the other party(ies) 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:

GOVERNMENT

Anthony D. Thomas, MBA Commissioner
Department of Property and Procurement
8201 Subbase, Suite 4
St. Thomas Virgin Islands 00802

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



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HEALTHSPACE USA, INC.

Silas Garrison - Chief Executive Officer
436 East 36th Street, Ste 53
Charlotte, NC 28205

16. INSURANCE

HealthSpace USA Inc. shall maintain the following insurance coverages during the term of thisMOU

- (a) **PUBLIC LIABILITY/ COMMERCIAL GENERAL LIABILITY:** Insurance policy(ies) shall name the Government of the Virgin Islands as the certificate holder and additional insured via an endorsement. The public liability/ commercial general liabilityinsurance 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 MOU, with policy limits of no less than one milliondollars (\$1,000,000.00) per any one occurrence. The Government shall be listed thereon as a certificate holder.
- (c) **WORKERS' COMPENSATION:** HealthSpace USA Inc. shall supply current coverageunder the Government Insurance Fund or other form of coverage.

17. FASCIMILE, ELECTRONIC & DIGITAL SIGNATURES

A facsimile, electronic or digital signature on this Contract shall be deemed an original and binding

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



WITNESSES: GOVERNMENT OF THE VIRGIN ISLANDS

Dereese A Dunlop-Harley _____ Justa Encarnacion _____ 6/12/2021
Justa E. Encarnacion, Date
Commissioner, Department of Health

Crystaline A. Thomas _____ Anthony D. Thomas _____ 7/7/2021
Anthony D. Thomas, Commissioner Date
Department of Property and Procurement

HEALTHSPACE USA, INC.

Lauren Miller _____ SG _____ 5/19/2021
Silas Garrison, CEO Date

APPROVED AS TO LEGAL SUFFICIENCY
DEPARTMENT OF JUSTICE BY: Carol P. McDoull _____ Date 7/7/2021
Assistant Attorney General