



MEMORANDUM OF UNDERSTANDING
BETWEEN
THE VIRGIN ISLANDS DEPARTMENT OF HEALTH
AND
CHAMBERLAIN UNIVERSITY LLC
THROUGH
THE VIRGIN ISLANDS DEPARTMENT OF PROPERTY AND
PROCUREMENT

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made this 28th day of February 2023, in the Territory of the Virgin Islands, by and between the Government of the Virgin Islands, Department of Health (VIDOH or Organization) and the Chamberlain University LLC, 500 W. Monroe Street, Suite 2800, Chicago, IL 60661 (hereinafter referred to as the “University”), each a “Party” or collectively “Parties,” 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 facilities presently exist, and

WHEREAS, the University, offers its students a degree program in the field of medical, clinical care and treatment, or administration; and

WHEREAS, as part of such degree program, the University desires for its students to have the ability to participate in learning experiences in their chosen field in the VIDOH, and

WHEREAS, the student, Lynesha Armstrong, is an employee as a staff nurse, at the VIDOH pursuing a Masters Degree in Public Health at Chamberlain University LLC; and

WHEREAS, the entities have a common interest in ensuring the parties to work together to provide the University’s student in the Master of Public Health Program (“Public Health Program”) with opportunities for an applied practice experience at the Organization; and

WHEREAS, the entities desire to combine efforts for the express purpose of working together to provide the University’s students in the Master of Public Health Program (“Public Health Program”) with opportunities for an applied practice experience at the Organization, 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 the Department of Property and Procurement and shall terminate one (1) year thereafter. The Government in its sole discretion, shall have the option to renew this MOU for a period of three (3) additional periods of one (1) year each subject to the same terms noted herein, by providing the Chamberlain University LLC, with 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 Department of Health shall be responsible for:

- (a) Retain ultimate responsibility for services provided by Organization. Students and faculty will not be used to provide services in place of Organization staff.
- (b) Cooperate with University faculty to promote the success of the Public Health Program.
- (c) Remove the student from further participation if he or she does not comply with Organization's expectations or if the Organization is concerned about safety.
- (d) Provide equipment & supplies necessary for the applied practice experience at the Organization.
- (e) Share guidelines for developing competence in the applied practice experience activities.
- (f) Mentor students in professional development.
- (g) Provide input on student performance, including contribution to any evaluation required by the Public Health Program.

3.2 Chamberlain University LLC shall be responsible for:

- (a) Ensure students have met all applicable University eligibility requirements of the Public Health Program prior to assignment.
- (b) Retain ultimate responsibility for the educational and applied practice experience of the Public Health Program, including grading.
- (c) Establish learning objectives to be addressed during the applied practice experience.
- (d) Design the applied practice experience as prescribed by the University curriculum.
- (e) Suggest activities to enhance the applied practice experience.
- (f) Provide a faculty member to serve as liaison with the Organization.



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- (g) Notify students of their responsibility to abide by the Organization's policies, procedures, rules, and regulations.
- (h) Provide Organization with course syllabus, expected outcomes, evaluation tools, and the applied practice experience requirements.

3.3 Mutual Duties of the Parties

- (a) The applied practice experience is not a clinical experience. The student is not to engage in direct patient care at any time during the hours designated for the applied practice experience.
- (b) The student, Lynesha Armstrong, intending to complete the applied practice experience with Organization is an employee of the Organization and the details of his/her applied practice experience are included in Exhibit A.
- (c) Termination of this agreement shall not prevent the student currently engaged in applied practice experience at Organization from completing the applied practice experience at Organization.

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, VI 00820

Chamberlain University LLC designates:

Chamberlain University LLC
Representative: Terri Toomey
Title: Sr. Manager Experiential Learning Operations
500 W. Monroe Street, Suite 2800,
Chicago, IL 60661
Email: clinicalcontracts@chamberlain.edu

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 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,



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

To the extent permitted by law, the University agrees to indemnify and hold harmless Government from and against loss, damage, liability, claims, demands, detriments, cost, charges and expense (including reasonable 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 negligent acts or omissions by University's employees or students under this MOU and arising from 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. OTHER PROVISIONS

Exhibit A attached hereto are a part of this MOU and is incorporated herein by reference.

16. 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
Acting 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
1303 Hospital Ground – Suite 10
St. Thomas, VI 00802

Chamberlain University LLC
Representative: Clinical Contracts
500 W. Monroe Street, Suite 2800,
Chicago, IL 60661
Email: clinicalcontracts@chamberlain.edu



With Copy to:
Adtalem Global Education
Office of General Counsel
500 W. Monroe St, Suite 2800
Chicago, IL 60661
Email: atgelegalnotices@adtalem.com

17. FASCIMILE, 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.

GOVERNMENT OF THE VIRGIN ISLANDS

Justa E. Encarnacion, Commissioner 2/6/2023
Justa E. Encarnacion, Commissioner
Department of Health Date

Lisa M. Alejandro 2/28/2023
Lisa M. Alejandro
Acting Commissioner Date
Department of Property & Procurement

CHAMBERLAIN UNIVERSITY LLC

DocuSigned by:
Terri Toomey 2/2/2023
6D3CA426A19E447...
Terri Toomey, Senior Manager Date
Experiential Learning Operations

APPROVED AS TO LEGAL SUFFICIENCY
DEPARTMENT OF JUSTICE BY: Carol E. McDonald Date 2/28/2023
Assistant Attorney General