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**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE VIRGIN ISLANDS DEPARTMENT OF HEALTH
AND
GRAND CANYON UNIVERSITY
THROUGH
THE VIRGIN ISLANDS DEPARTMENT OF PROPERTY AND
PROCUREMENT**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made this 19th day of April 2023, in the Territory of the Virgin Islands, by and between the Government of the Virgin Islands, Department of Health (DOH or Affiliate) and the Grand Canyon University (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 nursing facilities presently exist, and

Whereas, the Grand Canyon University is a learner-centered institution dedicated to the success of its students; and

Whereas, the Grand Canyon University is the owner and operator of an educational program requiring certain clinical nursing facilities, and

Whereas, the Grand Canyon University provides the College of Nursing & Health Care Programs

Whereas, the entities have a common interest in ensuring the continued provision of clinical nursing experiences for the University nursing student; and

Whereas, the entities desire to combine efforts for the express purpose of setting forth clearly and accurately a complete and detailed statement of their respective agreement and responsibilities in connection with the academic affiliation for students' clinical nursing experiences, 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:



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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 remain in effect until either party terminates the agreement thereafter.

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 Grand Canyon University shall be responsible for:

- (a) Administrative Personnel and Faculty. The UNIVERSITY, without cost to AFFILIATE, shall provide an administrative framework and a teaching faculty for the UNIVERSITY, adequate in number, qualifications and competence to develop and carry forward its courses. The UNIVERSITY shall be responsible for planning and implementing the field experience by the selection, counseling and evaluation of the students. All students will have online classroom supervision by UNIVERSITY faculty. Students from the UNIVERSITY will participate in the field experience program at AFFILIATE with the supervision of AFFILIATE or UNIVERSITY preceptors, mutually determined by both parties.
- (b) Standards of Education. The UNIVERSITY shall retain ultimate responsibility for the education program and maintenance of the standards of instruction. The program and standards provided will be of a form and type sufficient to meet the requirements for university credits and accreditation, as well as the requirements for the applicable State Board of Nursing and regulatory bodies. UNIVERSITY shall provide for continuous planning for students in cooperation with appropriate nursing staff of the AFFILIATE. The UNIVERSITY shall be responsible for notifying AFFILIATE of any loss or reduction of accreditation, licensing and credentials of the UNIVERSITY, its personnel and/or students.
- (c) Variance (Incident) Reports. Student errors must be documented, utilizing the Variance or Incident Report form used by the AFFILIATE, and processed according to AFFILIATE's policy/procedure.
- (d) Responsibility and Provision for Students. Subject to AFFILIATE's overall supervisory responsibility for client services, the tuition, welfare, control, discipline and activities of all



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students shall be the responsibility of the UNIVERSITY and it will make uniform and adequate provisions therefore in accordance with UNIVERSITY policies.

- (e) Health Insurance. The student is responsible for providing his or her own health insurance. In the event of an emergency, AFFILIATE will provide such emergency care as is provided its employees. The student will be responsible for any charge thus generated.
- (f) Health or Onboarding Requirements. AFFILIATE agrees to provide UNIVERSITY with all Health or Onboarding Requirements prior to execution of the agreement. If no record is provided upon execution of the agreement, the students will be cleared on UNIVERSITY's standard Health Requirements.
- (g) Policies, Rules, and Regulations. UNIVERSITY shall instruct each student that he/she shall follow all administrative policies, standards and practices of AFFILIATE while participating in the field experience to the extent that AFFILIATE's rules and regulations do not contradict UNIVERSITY'S rules and regulations.
- (h) Performance Evaluation. The UNIVERSITY shall provide AFFILIATE with a performance evaluation tool to be completed for each student by AFFILIATE, as applicable.

3.2 Department of Health shall be responsible for:

- (a) Coordination of Field Experience. AFFILIATE, without cost to the UNIVERSITY will provide a contact whose responsibility will be: (i) to coordinate the field experience of all participating programs of Nursing and Health Care Professions, (ii) make provisions for adequate orientation of the faculty and students of the UNIVERSITY of AFFILIATE's philosophies, rules, regulations, policies, programs, facilities and proper channels or communication, (iii) make provision for adequate exchange of information between the UNIVERSITY faculty and AFFILIATE STAFF, (iv) AFFILIATE shall participate in the evaluation of student performances at least once in each field experience if applicable, and (v) interpret change in AFFILIATE's policies and programs.
- (b) Patient interaction. AFFILIATE understands and agrees that it is responsible for developing and maintaining services to all of its patients or participants including those patients or participants involved in the AFFILIATE with students. AFFILIATE shall have the right and duty to fix, and it may alter, standards of care for patients or participants within AFFILIATE facilities and in this connection agrees to take into consideration requests and suggestions by UNIVERSITY having to do with sound teaching. And that it will provide an adequate, competent staff to be responsible for these services and that these will not be performed by the faculty and students of the UNIVERSITY. AFFILIATE shall maintain sound teaching necessary to maintain the UNIVERSITY'S accreditation, including accreditation by the applicable State's Department of Health Services.
- (c) The faculty and students shall have access to the designated patient or participant care/service areas and services departments of AFFILIATE during periods of actual



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instruction and practice courses in the field experience areas and/or have access to the individual patient or participant records of patients or participants with whom they are working as required for instructional purposes.

- (d) Inspection for Accreditation. AFFILIATE shall, on reasonable request, permit the inspection of facilities, records, and other items pertaining to the field experience by the UNIVERSITY or its accrediting agencies.
- (e) Facilities Provided by AFFILIATE. Upon request of UNIVERSITY, AFFILIATE agrees to make available to the UNIVERSITY certain facilities of AFFILIATE for use by the UNIVERSITY faculty without charge and if they are available. Students and faculty are responsible for price of meal in dining facility. The UNIVERSITY understands and agrees that the library student rules must be maintained, if applicable.

3.3 Responsibilities of University and Affiliate

- (a) Request for Withdrawal of Unsatisfactory Students. Upon mutual agreement, AFFILIATE reserves the right, upon consultation with the UNIVERSITY, to require the dismissal or removal from the field experience any student (i) whose personal characteristics prevent desirable relationships with AFFILIATE, (ii) whose health status is a detriment to the student's successful completion of the field experience or to the welfare of patient or participants or (iii) whose performance, after appropriate instruction and counseling, continues to fall below the level required to maintain practice standards.
- (b) Maintenance of Patient or Participant Services. To the extent applicable to this Agreement, UNIVERSITY agrees to comply with the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH ACT"), the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USC § 1320d through d-8 ("HIPAA") and any current and future regulations promulgated under either the HITECH Act or HIPAA including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Parts 160, 162 and 164 (the "Federal Security Regulations") and the federal standards for electronic transactions, all as may be amended from time to time, and all collectively referred to herein as "HIPAA Requirements". UNIVERSITY further agrees not to use or disclose any Protected Health Information (as defined in 45 C.F.R. § 164.501) or Individually Identifiable Health Information (as defined in 42 USC § 1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement. UNIVERSITY will and will cause Program Participants to enter into any further agreements as necessary to facilitate compliance with HIPAA Requirements.



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- (c) FERPA. The Parties agree to protect the participants' educational records in accordance with the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g and any applicable policy of the Parties. To the extent permitted by law, the Parties may share information from participants' educational records with each other so that each can perform its respective responsibilities under this Agreement but shall not disclose or share education records with any third party.
- (d) Programs covered for students:
- i. Bachelor of Science in Nursing (RN-BSN)
 - ii. Bachelor of Science in Health Information Management
 - iii. Master of Science in Nursing (Emphasis in Education, Leadership, Public Health, Health Informatics, Health Care Quality & Patient Safety, Acute Care Nursing Practice)
 - iv. Master of Public Health
 - v. Master of Science in Health Informatics
 - vi. Master of Science in Health Administration (optional emphasis: Quality Improvement & Patient Safety)
 - vii. Doctor of Nursing Practice

4. DESIGNATED REPRESENTATIVE

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

Grand Canyon University designates:

Alicia Burns, M.Ed.
Assistant Vice President
ABSN Operations
CONHCP/CHSS/CCOB/COT
Office of Field Experience
Grand Canyon University
3300 W. Camelback Rd. Phoenix, AZ 85017

Department of Health designates:

Janis Valmond, MS, DrPH, CHES
Deputy Commissioner
Charles Harwood Medical Complex
3500 Estate Richmond
Christiansted, VI 00820

5. LIABILITY OF OTHERS

Nothing in this MOU shall be construed to impose any liability upon the Government to persons,



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firms, associations, or corporations engaged by Grand Canyon 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 Grand Canyon University of whatsoever nature, including but not limited to unemployment insurance and social security taxes for Grand Canyon 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, Grand Canyon 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 Grand Canyon University 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.



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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 sixty (60) 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.

Both parties, in connection with any service or other activity under this Agreement, agree not to unlawfully discriminate against any person on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, ethnicity, age, disability, political affiliations or belief. The UNIVERSITY and AFFILIATE will comply with Title VII of the Civil Rights Act of 1964, Americans with Disabilities Act (ADA) of 1991, Title IX of the Education Amendments Act of 1972 and Section 504 of the Rehabilitation Act of 1973. The UNIVERSITY and AFFILIATE will also comply with Executive Orders 11246 and 13672 and will not discriminate against any person on the basis of race, color, religion, sex, sexual orientation, gender identity, national origin, ethnicity, age or disability.

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:

Lisa M. Alejandro, Acting Commissioner
Department of Property and Procurement
8201 Subbase, Suite 4
St. Thomas Virgin Islands 00802



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


Grand Canyon University
3300 W. Camelback Rd.
Phoenix, AZ 85017
Attn: CONHCP-OFE

16. FASCIMILE, ELECTRONIC & DIGITAL SIGNATURES

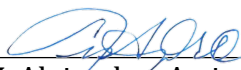
A facsimile, electronic or digital signature on this Contract shall be deemed an original and binding upon the Parties hereto.

The parties have hereunto set their hands as set forth below.

GOVERNMENT OF THE VIRGIN ISLANDS



Justa E. Encarnacion, Commissioner
Department of Health

Date: 03/06/2023


Lisa M. Alejandro, Acting Commissioner
Department of Property and Procurement

Date: 4/19/2023


GRAND CANYON UNIVERSITY


Dr. Lisa Smith, Dean & Professor
CONHCP

Date: 02/17/2023

APPROVED AS TO LEGAL SUFFICIENCY

DEPARTMENT OF JUSTICE BY:

 Date 4/17/2023
Assistant Attorney General

MOU No. G021DOHT23

Initials: 