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**MEMORANDUM OF UNDERSTANDING BETWEEN THE VIRGIN ISLANDS DEPARTMENT OF HEALTH, THE VIRGIN ISLANDS DEPARTMENT OF HUMAN SERVICES, & THE VIRGIN ISLANDS DEPARTMENT OF EDUCATION THROUGH THE VIRGIN ISLANDS DEPARTMENT OF PROPERTY AND PROCUREMENT**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made this 16th day of November, 2022, in the Territory of the Virgin Islands, by and between the Virgin Islands Department of Health (hereinafter referred to as “Health”, “VIDOH”, or “DOH”), the Virgin Islands Department of Education (hereinafter referred to as “Department of Education”, “VIDE”), and the Virgin Islands Department of Human Services (hereinafter referred to as “Human Services”, “VIDHS”, or “DHS”). All collectively referred to as “Parties” or “Agencies.”

**WITNESSETH:**

**WHEREAS**, Pursuant to Title 3, Chapter 23, the **Department of Health** is the lead agency for purposes of ensuring the provision of early intervention services to infants and toddlers, ages birth to three (3) years of age, under Part C of the Individuals with Disabilities Education Act (hereafter, “IDEA” or “the Act”); and

**WHEREAS**, Pursuant to Title 17, Section 293 of the Virgin Islands Code, the Department of Health, through its Infants and Toddlers Program; Education, through its State Office of Special Education; and Human Services, through its Office of Preschool Services (Head Start) desire to ensure collaboration in the continuation of a statewide, comprehensive coordinated interagency transition process as it relates to the transition of children exiting Part C and entering Part B of the IDEA; and

**WHEREAS**, Pursuant to Title 3, section 432, subsection (a), the Department of Human Services is the state agency for administering Head Start preschool programs for children ages three (3) through five (5); and

**WHEREAS**, Pursuant to Title 3, Section 96 of the Virgin Islands Code the Department of Education is responsible for promoting the cause of education, and achieving a high level of general education throughout the Virgin Islands and is the State Educational Agency (SEA) responsible for ensuring the provision of preschool services to children ages three (3) through five (5), who are determined to be eligible under Part B of the IDEA; and the VIDE, and is authorized

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to exercise such powers, and perform such other duties and functions, as may be prescribed by law, to fulfill this duty; and

**WHEREAS**, the agencies have a common interest in ensuring the provision of early intervention services to infants and toddlers, ages birth to three (3) years of age, under Part C IDEA; and

**WHEREAS**, the agencies desire to combine efforts in ensuring the services for the early intervention services to infants and toddlers, ages birth to three (3) years of age, is provide timely, by entering 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 be ongoing and remain in full force and effect until such time as the Parties agree to amend or terminate this Agreement in accordance with the Termination in Section 10.

**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 – *Appendix A***


**4. DESIGNATED REPRESENTATIVE**


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

**Department of Health designates:**

Virgin Islands Department of Health (VIDOH)  
Patricia Sprauve, Director  
Infants and Toddlers Program  
3241 Estate Contant - Suite #7  
Elaineco Building  
St. Thomas, U.S. Virgin Islands 00802  
[patricia.sprauve@doh.vi.gov](mailto:patricia.sprauve@doh.vi.gov)

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**Department of Human Services designates:**

Virgin Islands Department of Human Services (VIDHS)  
Office of Preschool Services:  
6179 Anna’s Hope  
St. Croix, U.S. Virgin Islands  
Telephone: (340) 773-1972  
Fax: (340) 773-2338

**Department of Education designates:**

Virgin Islands Department of Education (VIDE)  
State Office of Special Education (SOSE):  
1834 Kongens Gade  
St. Thomas, U.S. Virgin Islands 00802  
Telephone: (340) 776-5802  
Fax: (340) 777-1020

The points of contact may communicate informally by teleconferences, meetings, e-mails and the like; however, all formal Notices required by the Terms of this Agreement must be delivered as stated above. Where it does not breach any confidentiality protocols, a spirit of open and transparent communication should be adhered to

**5. ASSIGNMENT**

Neither Party shall subcontract or assign any part of the services or responsibilities under this MOU.

**6. 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.

**7. 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

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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.

**8. 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.

**9. 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.

**10. TERMINATION**

Either party may terminate this Agreement with forty-five (45) days advance written notice to the other Parties. In the event such notice is given, the Parties will meet expeditiously (within thirty (30) days) to review and if necessary, amend or modify this Agreement.

**11. 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.

**12. CONFLICT OF INTEREST**

All 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.

**13. EVALUATION AND REVIEW**

All signatory parties and their respective agencies will jointly conduct an evaluation and review of this MOU, also known as an interagency agreement, every four (4) years. Amendments to this MOU may be issued as needed and as required to conform to statutory and/or regulatory requirements.

**14. FINANCIAL RESPONSIBILITY FOR SERVICES**

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- A. For Part B eligible children with disabilities, in order to ensure the continued provision of services during disputes involving which agency is financially responsible, the Department of Education’s State Office of Special Education, will assign financial responsibility to the appropriate Local Educational Agency (LEA) beginning no later than the child’s third (3<sup>rd</sup>) birthday, consistent with the requirements of 34 CFR § 300.103 as soon as possible after being notified of the dispute.
  
- B. For Part C eligible infants and toddlers with disabilities, in order to ensure the continued provision of services during disputes involving which agency is financially responsible, the Department of Health, will assign financial responsibility for service provision to an agency, consistent with the requirements of 34 CFR § 303.511--as soon as possible after being notified of the dispute and may agree, consistent with 34 CFR § 303.501(c)(1), to use Part C funds to pay for the provision of a free appropriate public education, in accordance with Part B of the IDEA, from the child’s third birthday to the beginning of the following school year.

**15. DISPUTE RESOLUTION**

This Agreement recognizes that each agency has its own administrative mechanisms for the timely resolution of internal disputes. All signatory Parties and their respective agencies are responsible for resolving their own internal disputes, so long as each agency acts in a timely manner and consistent with provisions set forth in that program’s regulations. All Parties agree that resolution of interagency disputes and related issues will be based on the policies and procedures that have been agreed upon relative to this Agreement.

When a formal dispute arises between the agencies regarding the terms of this agreement, the party seeking clarification shall utilize the following procedures:

- A. The issue will be referred to the appropriate administrator of the respective signatory agency for resolution. If the issue remains unresolved, it will be referred to the highest level administrator within each agency for resolution. All necessary steps in the resolution process under this subsection shall occur within thirty (30) days from the initial referral.
  
- B. If the highest level administrator within each agency does not resolve the dispute in a timely manner, as set out above, the issue will be referred immediately to the Attorney General, Department of Justice, to make recommendations to the Governor’s Office for a final determination by the Governor, which will be binding on all parties.
  
- C. Resolution of disputes must include, if the original assignment was inappropriate, a reassignment of agency responsibility after the dispute is resolved by the signatory agencies or the Governor’s Office, and timely reimbursement of the costs of the services or any



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amounts that were paid for the provision of such services by the assigned agency pending resolution of the dispute.

**16. NOTICE**

Any Notice required to be given by terms of this Agreement shall be deemed to have been given when the same is sent certified mail, postage prepaid or personally delivered, addressed to the Parties as follows:

**AGENCY CONTACT INFORMATION**

Department of Health:  
Justa Encarnacion, Commissioner  
Charles Harwood Complex  
3500 Estate Richmond  
St. Croix, U.S. Virgin Islands 00820-4370

Department of Education:  
Dionne Wells-Hedrington, Ed.D, Commissioner Designee  
1834 Kongens Gade  
St. Thomas, U.S. Virgin Islands 00802

Department of Human Services:  
Kimberley Causey- Gomez, Commissioner  
3012 Golden Rock, Christiansted  
St. Croix, U. S. Virgin Islands 00820

Department of Property and Procurement:  
Anthony D. Thomas, Commissioner  
8201 Sub Base, Suite 4  
St. Thomas Virgin Islands 00802

**17. OTHER PROVISIONS**

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

**18. HIPAA COMPLIANCE**

Parties agree to respect and abide by all federal, state and local laws pertaining to confidentiality with regard to all information and records obtained or reviewed in the course of providing services under this Agreement and all federal rules under the Health Insurance Portability and Accountability Act (HIPAA) governing the privacy, security and use of protected health information.

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

**WITNESSES: GOVERNMENT OF THE VIRGIN ISLANDS**

<u>Derece A Dunlop-Harley</u>	<u>Justa Encarnacion RN</u> Justa Encarnacion, Commissioner Department of Health	<u>9/2/2022</u> Date
<u>[Signature]</u>	<u>Dionne Wells-Hedington</u> Dionne Wells-Hedington, Ed.D Commissioner Nominee Department of Education	<u>08/24/2022</u> Date
<u>[Signature]</u>	<u>Kimberly Causey-Gomez</u> Kimberly Causey- Gomez, Commissioner Department of Human Services	<u>24 August 2022</u> Date
<u>[Signature]</u>	<u>Anthony D. Thomas</u> Anthony D. Thomas, Commissioner Department of Property and Procurement	<u>11/16/2022</u> Date

APPROVED AS TO LEGAL SUFFICIENCY  
DEPARTMENT OF JUSTICE BY: [Signature] Date 11/15/2022  
Assistant Attorney General

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VIDHS Initials: [Signature]