

**MEMORANDUM OF AGREEMENT**  
between  
**U. S. VIRGIN ISLANDS DEPARTMENT OF HUMAN SERVICES**  
and  
**UNIVERSITY OF THE VIRGIN ISLANDS**  
in connection with the  
**PRESCHOOL DEVELOPMENT GRANT BIRTH THROUGH FIVE (PDG B-5)**

THIS MEMORANDUM OF AGREEMENT ("MOA") is made and entered into on this 30th day of March 2019 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 Human Services (hereinafter referred to as 'the Government') located at 1303 Hospital Ground, St. Thomas, VI 00802-6722 and the University of the Virgin Islands located at No. 2 John Brewers Bay, St. Thomas, VI 00820 (hereinafter referred to as "UVI").

**WITNESSETH**

WHEREAS, the Department of Human Services submitted a grant application to the federal Department of Health and Human Services, Administration for Children and Families in response to a Funding Opportunity titled, *Preschool Development Grant Birth through Five ("PDG B-5")*, Funding No.: HHS-2018-ACF-OCC-TP-1379; and,

WHEREAS, the University of the Virgin Islands partnered with the DHS on the submission of the application, such that then Governor of the US Virgin Islands, Kenneth E. Mapp, submitted a letter in support of the grant application and therein identified the UVI Caribbean Exploratory Research Center ("UVI-CERC") as the State entity (a requirement of the grant application) for the PDG B-5 grant [*Addendum IV: USVI's Governor's November 30, 2018 Designation of UVI CERC As State Entity*];

WHEREAS, the Department of Human Services received a Notice of Award ("NOA") No. 90TP0023-01-01 from the federal Department of Health and Human Services, Administration for Children and Families in the amount of Seven Hundred, Twenty-Five Thousand and One Hundred and Twelve Dollars (\$725,112.00) to support the Territory's PDG B-5 project, Road to Success: Developing an early child care and education mixed method delivery system for the B-5 population in the United States Virgin Islands [*Addendum III: Notice of Award, USVI PDG B-5 Project*];

WHEREAS, due to a strong track record of successfully managing community-based research projects in the territory, and experience with coordinating collaborations among the major stakeholders involved in early childhood care and education in a transparent and professional manner, UVI and UVI-CERC were identified in the grant application as to State Entity to execute the PDG B-5 grant;

MOA No: G002DHS T19 Initial: DHS: FLB / UVI: DH

WHEREAS, the PDG B-5 funding will support the Territory's efforts to analyze its existing Early Childhood Care and Education ("ECE") mixed delivery system and implement changes to maximize the availability of high-quality ECE options for low income and disadvantaged families;

WHEREAS, the Department of Human Services is desirous of UVI CERC administering one hundred percent (100%) of the grant funds to ensure that the full scope of the project is undertaken efficiently and timely, including the establishment of a budget at the University of the Virgin Islands to facilitate the timely completion of all project-related activities and to appropriately support UVI-CERC's current time and effort on the project; and,

WHEREAS, the University of the Virgin Islands represents that it is willing and capable of providing such services; and,

WHEREAS, the execution of this *Memorandum of Agreement* ("MOA") is essential for the transfer of funds from the Department of Human Services to the University of the Virgin Islands so that the work of the UVI-CERC can continue unencumbered;

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

The University of the Virgin Islands will provide the services described in *Addendum I (Scope of Work)* attached hereto and made a part of this MOA.

2. TERM

Upon the execution of this MOA by the Governor of the U.S. Virgin Islands, this MOA shall be effective for a Term beginning from December 31, 2018 to December 30, 2019. The Term of this MOA reflects a start date that aligns with the start of the grant period and an end date that aligns with the end of the grant period.

3. COMPENSATION

The Government, in consideration of the satisfactory performance of the services described in *Addendum I (Scope of Work)*, agrees in recognition of the role of UVI-CERC as the State entity which is responsible for the execution of the PDG B-5 grant for the U. S Virgin Islands (*Addendum I: Scope of Work*) attached hereto and made a part of this agreement, and in recognition of the funds awarded to the Territory through the PDG B-5 NOA (*Addendum III: Notice of Award, USVI PDG B-5 Project*) attached hereto and made a part of this MOA shall transfer to UVI Seven Hundred, Twenty-Five Thousand, One Hundred and Twelve Dollars (\$725,112.00) from the PDG B-5 grant as set forth in Grant Award No. 90TP0023-01-01, issued on December 27, 2018 to the Department of Human Services (*Addendum I: Scope of Work*) in accordance with the provisions set forth in *Addendum II: Terms of Compensation/Approved Budget for USVI PDG B-5 Project*, which is attached hereto and made a part of this MOA.

MOA No G002DHS T 19

Initial: DHS: FLB / UVI: DK

**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 MOA, however, said costs and expenses shall not exceed Twenty Thousand Dollars (\$20,000).

**5. RECORDS**

The University of the Virgin Islands when applicable, will present documented precise records of time and/or money expended under this MOA.

**6. PROFESSIONAL STANDARDS**

The University of the Virgin Islands agrees to maintain the professional standards applicable to its profession and to consultants doing business in the United States Virgin Islands. UVI further agrees to maintain the professional standards applicable as a University and an institution of high learning and to its role as the Principal Investigator for Grant No. 90TP0023-01-01 from the federal Department of Health and Human Services, Administration for Children and Families.

**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 the University of the Virgin Islands 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 the University of the Virgin Islands 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 UVI of whatsoever nature, including but not limited to unemployment insurance and social security taxes for the University of the Virgin Islands, its servants, agents or independent contractors.

**9. ASSIGNMENT**

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

**10. INDEMNIFICATION**

To the extent permitted by law the University of the Virgin Islands agrees to indemnify, defend and hold harmless Government from and against any and all loss, damage, liability, claims, demands,

MOA No G002DHS T19

Initial: DHS: 723 / UVI: DH

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

**11. INDEPENDENT CONTRACTOR**

The University of the Virgin Islands 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**

This MOA shall be governed by the laws of the United States Virgin Islands and jurisdiction shall remain in the United States Virgin Islands.

**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.

**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 the University of the Virgin Islands, 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 University of the Virgin Islands 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 the University of the Virgin Islands gives satisfactory assurance to Government that such claims will be paid by UVI 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 Governor.

MOA No. GO 02 DHS T 1 9

Initial: DHS: 7LB / UVI: DK

**17. TERMINATION**

Either party will have the right to terminate this MOA with or without cause on sixty (60) 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. This partial termination shall be effected by delivering to the University of the Virgin Islands 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 University of the Virgin Islands shall be entitled to receive payment for services provided to the date of termination, including payment for the period of the (60) days written 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**

The University of the Virgin Islands 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 required to be performed under this MOA.

**21. EFFECTIVE DATE**

Upon the execution of this MOA by the Governor of the U. S. Virgin Islands, U.S. Virgin Islands, this MOA shall be effective for a term beginning from December 31, 2018 to December 30, 2019.

**22. 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:

**DEPARTMENT OF HUMAN SERVICES:**

Felicia L. Blyden, *Acting Commissioner*  
Knud Hansen Complex, Bldg. A  
1303 Hospital Ground  
St. Thomas, VI 00802  
Telephone: 340-774-0930  
Email: [felicia.blyden@dhs.vi.gov](mailto:felicia.blyden@dhs.vi.gov)

**DEPARTMENT OF PROPERTY & PROCUREMENT**

Anthony D. Thomas, *Commissioner Designee*  
8201 Sub Base, Suite 4  
St. Thomas, VI 00802  
Telephone: 340-774-0828  
Email: [anthony.thomas@dpp.vi.gov](mailto:anthony.thomas@dpp.vi.gov)

Attention: Valerie Price Jones  
*Acting Administrator*  
Office of Child Care and Regulatory Services  
Telephone: 340-774-0930  
Email: [valerie.pricejones@dhs.vi.gov](mailto:valerie.pricejones@dhs.vi.gov)

MOA No G002DHS T19

Initial: DHS: 718 / UVI: DK

**UNIVERSITY OF THE VIRGIN ISLANDS:**

David Hall, SJD, President  
University of the Virgin Islands  
No. 2 John Brewers Bay  
St. Thomas, VI 00802  
Telephone: 340-693-1000

**Attention:** Dr. Noreen Michael, Principal Investigator  
University of the Virgin Islands  
No. 2 John Brewers Bay  
St. Thomas, VI 00802  
Telephone: 340-693-1172  
Email: [nmichae@uvi.edu](mailto:nmichae@uvi.edu)

**23. LICENSURE**

The University of the Virgin Islands 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; and (b) familiarized itself with the applicable provisions of Title 27 of the Virgin Islands Code pertaining to professions and occupations.

**24. OTHER PROVISIONS**

Addendum III, Notice of Award: USVI PDG B-5 Project and Addendum IV: Designation of UVI-CERC as State Entity are attached hereto are a part of this MOA and are incorporated herein by reference.

**25. DEBARMENT CERTIFICATION**

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

**26. FALSE CLAIMS**

The University of the Virgin Islands 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. The University of the Virgin Islands acknowledges that making such a false, fictitious or fraudulent claim is an offence under Virgin Islands law.

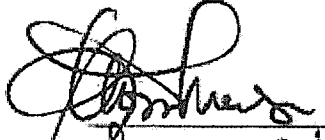
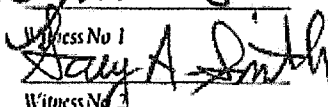

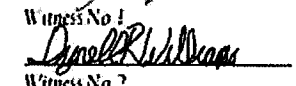
MOA No. G002DHS T19

Initial: DHS: 71B / UVI: DH


## 27. NOTICE OF FEDERAL FUNDING

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

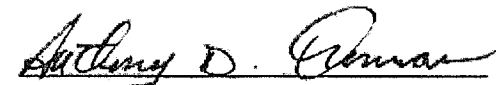
IN WITNESS WHEREOF, the parties have hereunto set their hands on the date and year indicated.

  
Witness No 1  
  
Witness No 2  
  
Witness No 1  
  
Witness No 2

### GOVERNMENT OF THE VIRGIN ISLANDS


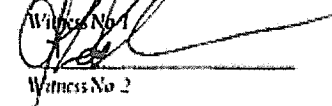
  
Felecia L. Blyden, Acting Commissioner  
Department of Human Services

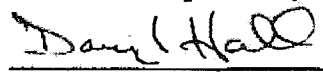
3/29/2019  
Date

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

3.30.2019  
Date

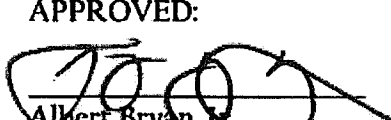
### UNIVERSITY OF THE VIRGIN ISLANDS Caribbean Exploratory Research Center

  
Witness No 1  
  
Witness No 2

  
David Hall, SJD, President  
University of the Virgin Islands

03/29/2019  
Date

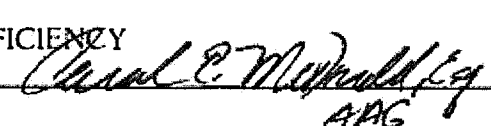
### APPROVED:

  
Albert Bryan, Jr.  
GOVERNOR OF THE VIRGIN ISLANDS

Date: 4/4/19

### APPROVED AS TO LEGAL SUFFICIENCY

DEPARTMENT OF JUSTICE BY:

  
Date 4/4/19  
APG

PURCHASE ORDER NO.

MOA No G002DHS T19

Initial: DHS: 718 / UVI: DH