

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE VIRGIN ISLANDS DEPARTMENT OF HUMAN SERVICES
&
CASEY FAMILY PROGRAMS**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made this 16th day of June, 2019, in the Territory of the Virgin Islands, by and between the Government of the Virgin Islands, Department of Human Services, and Casey Family Programs, each a "Party" or collectively Parties, through the Department of Property and Procurement.

WITNESSETH:

WHEREAS, the Virgin Islands Department of Human Services ("DHS") is responsible for establishing, administering, coordinating and supervising all publicly financed services and programs for youth, children, handicapped, elderly, and low-income adults and families, and, specifically, adoption and foster care, pursuant to 3 V.I.C. § 431; and

WHEREAS, Casey Family Programs ("CFP") is a nationally accredited Washington nonprofit corporation whose mission is to provide, improve and ultimately prevent the need for foster care; and

WHEREAS, the Parties have a common interest in ensuring the welfare of the children in the Territory in the foster care system;

WHEREAS, the Parties desire to combine efforts in positive outcomes for the children in the Territory in the foster care system;

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

The term of this MOU shall be from June 1, 2019 to January 31, 2021. Upon the date of execution of this MOU by the Commissioner of the Department of Property and Procurement the MOU shall be effective for the term set out herein.

2. COSTS

The Government will not provide any funds under the terms of this MOU.

3. RESPONSIBILITIES/TASKS

A. Child Welfare Collaboration. During the Term of this MOU, the Parties shall work together to identify, implement, and assess practices that meet the Parties' mutual goals (Child Welfare Collaboration). In furtherance of the Child Welfare Collaboration, the Parties shall

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work together on designated collaboration strategies (each, a Collaboration Strategy) and corresponding work efforts.

B. Collaboration Leads, Staffing, and Technical Assistance. DHS shall designate the following individuals to collaborate with CFP on the Child Welfare Collaboration Strategies and Identified Outcomes Plan as outlined in this MOU: 1) the Commissioner, a leader from its office as the individual primarily responsible for moving the work forward under this MOU and ensuring timely cooperation and engagement from all executive branch agencies that serve youth and families; 2) the Assistant Commissioner for the DHS; and 3) the Administrator for Children and Family Services for the DHS (collectively, DHS Collaboration Lead(s)).

CFP shall designate a CFP Strategic Consultant as CFP Collaboration Lead and will identify CFP staff to work with DHS to support, implement, and evaluate the Child Welfare Collaboration. In addition, CFP shall provide or procure technical assistance to support the Collaboration Strategies.

The Collaboration Leads shall be responsible for coordination of all Child Welfare Collaboration work efforts, communications, and documentation. The Collaboration Leads will meet regularly to provide ongoing planning and management for each Collaboration Strategy, with responsibility to: (1) mutually develop Collaboration Strategies and detailed work efforts, timelines, deliverables, and budgets (Work Efforts); (2) document the Child Welfare Collaboration as set forth below; (3) oversee implementation of the Collaboration Strategies and Work Efforts to ensure they are on target; (4) use data to evaluate progress and effectiveness of the Collaboration Strategies; (5) develop effective internal and external communications plans; and (6) agree upon Collaboration Strategies and Work Efforts for each year.

i. Documentation of Strategies and Identified Outcomes. The Collaboration Leads shall document the Child Welfare Collaboration as follows:

- (a) **Strategy and Identified Outcomes Plan.** The Parties shall develop a plan detailing the Collaboration Strategies, corresponding projects, identified outcomes (including any performance measures), any CFP Funds, and a payment and reporting schedule (Strategy and Identified Outcomes Plan). The Strategy and Identified Outcomes Plan is attached hereto as Addendum 1 and is incorporated by reference. Subsequent Strategy and Identified Outcomes Plans may be documented as separate amendments signed by the Parties as necessary.
- (b) **Work Plan and Quarterly Progress Reports.** Throughout the Term, and to facilitate communication, coordination, planning, and progress, the Collaboration Leads shall document the detailed Work Efforts for the Collaboration Strategies (Work Plan). The Work Plan shall be completed in a form provided by CFP and shall be a living document that details the Work Efforts as those are agreed upon and completed by the Parties during the Term of the MOU. The Work Plan shall be regularly shared between, reviewed, and updated by

the Parties. On a quarterly basis, the Parties shall evaluate and document the progress and impact of the Collaboration Strategies and Work Efforts and identify any barriers or recommended changes by jointly completing a form provided by CFP. In the fourth quarter, in addition to describing quarterly progress on Collaboration Strategies and Work Efforts, the Parties shall summarize and analyze the annual progress on the identified outcomes.

ii. **Other Collaboration Strategies.** The Parties may decide to modify a Strategy and Identified Outcomes Plan or develop other Collaboration Strategies that advance their mutual objectives and the Child Welfare Collaboration at any time during the Term of the MOU. Such amendments to Strategy and Identified Outcomes Plans or additions of other Collaboration Strategies will be described and incorporated into this MOU by an Amendment.

C. **Shared Learning Opportunities.** As appropriate, the Parties may invite each other to participate in joint learning sessions, convenings, and other meetings held or sponsored by a Party to inform the Collaboration Strategies and other areas of mutual interest. The Parties may also provide training and share identified best practices, resource materials, and tools.

D. **Decision-making Responsibility.** DHS acknowledges and affirms that it retains sole control and responsibility for all decisions that are made with respect to any youth or families who experience the child welfare system in the U.S. Virgin Islands, including those who are within DHS's care, custody, or control. CFP and its contractors make recommendations only and do not promise or guarantee any particular result. Any actions taken by DHS or results that occur related to the Collaboration Strategies and/or any recommendations by CFP or its contractors shall be the sole responsibility and acted upon in the sole discretion of DHS.

E. **Mutual Obligations Regarding Data-Sharing, Exchange of Confidential Information, and Survival.**

i. **DHS Data-Sharing and Evaluation – AFCARS, NCANDS, and NYTD data.** DHS will provide CFP with Adoption and Foster Care Analysis and Reporting System ("AFCARS"), National Child Abuse and Neglect Data System ("NCANDS"), and National Youth in Transition Database ("NYTD") data shall be submitted to CFP through CFP's secure data portal.

ii. **CFP Data-Sharing and Evaluation – AFCARS, NCANDS, and NYTD data.** CFP will conduct analyses and evaluations of DHS's AFCARS, NCANDS, and NYTD data in support of Collaboration Strategies and Work Efforts, and will treat the raw data CFP receives through the secure data portal as Confidential Information (pursuant to Paragraph 3(E)(iv)) and will not distribute it outside of CFP without prior written approval from DHS, except as may be required by law. CFP will cooperate and facilitate access to any non-identifying CFP data that assists DHS with the evaluation of the Collaboration Strategies. In support of the Collaboration Strategies and Work Efforts, CFP may create secondary analyses derived in whole or in part from the AFCARS, NCANDS, and NYTD data, as well as from any previous AFCARS, NCANDS, and NYTD data submitted by

DHS to CFP. CFP may disclose any secondary analyses based on such data that do not contain any personally identifying information (PII) to third parties in furtherance of CFP's child welfare work and collaborations. PII is information that would identify any individual, including, but not limited to, names, date(s) of birth, social security number(s), addresses, and/or contact information.

iii. Additional Data-Sharing for Evaluation of Collaboration Strategies. The parties will continuously evaluate Collaboration Strategies and Work Efforts to improve youth and family outcomes in the areas of safety, permanency, and well-being, and will share outcome data and collaboratively measure the impact of shared work. DHS will work with CFP to describe in the Strategy and Identified Outcomes Plan the additional DHS data sources necessary to support and track progress on the Collaboration Strategies. Non-public data provided to CFP pursuant to this paragraph of the MOU will be considered Confidential Information (pursuant to Paragraph 3(E)(iv)), and CFP will not disclose it outside of CFP (other than to authorized persons contracted by CFP to evaluate a particular Collaboration Strategy) without prior written approval from DHS, except as may be required by law.

iv. Exchange of Confidential Information. In connection with the MOU, the Parties may share proprietary and/or confidential information or materials, including those regarding children, youth, or families, including but not limited to case files, reports, information, or other data furnished to, or prepared, assembled or used by or in furtherance of the Collaboration Strategies, and/or names, addresses, physical and mental health data about an individual, family history and like information (collectively, Confidential Information) that is relevant for the Parties to work together on the Collaboration Strategies. Each Party warrants and agrees that such Confidential Information shall not be made available to any outside person or entity (other than to authorized persons contracted by CFP to evaluate a Collaboration Strategy) without prior written approval, except as may be required by law. Each Party agrees to maintain the confidentiality of such Confidential Information by using at least the same degree of care that the Parties use to preserve the confidentiality of its own confidential information but in no event less than a reasonable degree of care. Each Party warrants and agrees that it will be bound and abide by the confidentiality requirements of applicable statutes, rules, and regulations. The Parties will further restrict access to the Confidential Information to persons who have a legitimate work-related purpose to access such Confidential Information. CFP agrees that it will instruct its employees and agents to maintain the confidentiality of any and all information. If the Confidential Information contains social security numbers or other PII, the Parties shall utilize best practice methods (e.g. encryption of electronic records where feasible) to protect the confidentiality of such information.

v. Business Associate Agreement. It is acknowledged and agreed that this MOU includes a Business Associate Agreement relating to Protected Health Information (as defined in 45 C.F.R. 160.103) ("BAA"), and if CFP will use or have access to Protected Health Information in connection with the performance of the CFP's Services, CFP agrees to the same restrictions and conditions that apply to DHS's personnel under the BAA with respect to such Protected Health Information, including, without limitation, the implementation of reasonable and appropriate safeguards, consistent with the requirements

of the BAA, to protect any Electronic Protected Health Information (as defined in 45 C.F.R. 160.103) that it may obtain in connection with the performance of the Services. A BAA is attached hereto as Addendum III and incorporated into this MOU by reference.

vi. Background Screening. The Parties acknowledge that access to the Confidential Information and interaction with any children, youth or families who participate or are otherwise involved in the Collaboration Strategies require discretion and sensitivity. Each Party represents and warrants that its personnel or contractors who have such access or interaction have been screened through appropriate background checks and have no history to suggest that it would be potentially dangerous, harmful, or otherwise inappropriate for such personnel to assume the assigned responsibilities.

vii. Survival. This Paragraph shall survive the MOU.

4. DOCUMENTS, PRINTOUTS, ETC.

In furtherance of the Child Welfare Collaboration, the Parties may produce materials, including but not limited to research instruments, published reports, or papers (Collaboration Materials). The Parties shall agree on what Collaboration Materials are published, and the final format and distribution of the Collaboration Materials. Each Party shall have the right to use Collaboration Materials in a derivative work for non-commercial purposes without the consent of or any obligation to pay or account to the other Party if no Confidential Information is used in the derivative work.

However, the Parties acknowledge that to the extent either Party has previously created written or otherwise documented work product prior to this MOU (Works), or contributes Works for use in the Collaboration Strategies that are subject to intellectual property rights, including copyrights, trademarks, and moral rights (IP Rights), that Party shall hold and retain its IP Rights to those Works. Each Party agrees to consider a request from the other Party to grant a license to use those Works solely for non-commercial purposes consistent with and subject to the provisions of this MOU. Any such grant shall be memorialized in an Addendum to this MOU or in a separate agreement between the Parties.

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 CFP 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 CFP of whatsoever nature, including but not limited to unemployment insurance, gross receipt, excise, and social security taxes for CFP, its servants, agents or independent contractors.

6. ASSIGNMENT

Neither Party shall subcontract or assign any part of the services or responsibilities under this MOU, without the other Party's prior written consent, which consent shall not be unreasonably withheld.

7. INDEMNIFICATION

To the extent provided by law, no Party is responsible for the acts of third parties. Each Party is responsible for its own acts and omissions and those of its directors, officers, employees, and agents. In the event that Government contracts with a third party for data-sharing related to a Collaboration Strategy or Work Effort, CFP shall have no liability in connection with the third party's access to Government's data, regardless of whether CFP funds are used in connection with the Collaboration Strategy or Work Effort.

8. 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.

9. ENTIRE AGREEMENT

This MOU constitutes the entire agreement of the parties relating to the subject matter addressed in this MOU. This MOU supersedes all prior communications, contracts, or agreements between the parties with respect to the subject matter addressed in this agreement, whether written or oral.

10. 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.

11. 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. Upon notice of termination of this MOU, any obligation of CFP to provide its funds in support of this MOU or toward the terminated MOU (if applicable) shall terminate.

12. 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.

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13. 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.

14. EFFECTIVE DATE

The effective date of this MOU shall be the day of execution of the MOU by the Commissioner of the Department of Property and Procurement.

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

Kimberley Causey-Gomez
Commissioner
Department of Human Services
1303 Hospital Ground STE. 1,
St. Thomas Virgin Islands 00802-6722

CASEY FAMILY PROGRAMS
2001 8th Ave., Suite 2700
Seattle, WA 98121
Attn: Eve Moore, Project Manager
Email: emoore@casey.org

16. OTHER PROVISIONS

Addenda I, II, and III attached hereto are a part of this MOU and are incorporated herein by reference.

17. COOPERATION

DHS shall cooperate with CFP if CFP is sued in connection with this MOU, and to the extent that the interests of DHS and CFP are not adverse in the judgment of DHS. This cooperation includes, but is not limited to, DHS producing any files or documentation requested by CFP in connection

with the CFP's defense of the lawsuit, as well as DHS making employee witnesses available to testify in lawsuits related to the MOU.

18. THIRD PARTIES

Nothing in this MOU, express or implied, intended to nor shall be construed to confer upon any person entity, any remedy or claim under or by reason of this MOU as third-party beneficiaries or otherwise. The terms and conditions of this MOU are for the sole and exclusive benefit of the Parties to this MOU.

19. USE OF CFP NAME.

A. Government Materials. Government shall not include CFP's name in its written materials without CFP's prior written approval, which Government shall request in writing, and which approval CFP shall not unreasonably withhold.

B. Additional Applications. Government may seek funding for any of the Collaboration Strategies through grants by other entities. CFP's name shall not be used in support of any grant proposal or application without CFP's review and written approval prior to its submission.

20. INSURANCE

CFP shall maintain the following insurance coverages during the term of this Contract

- (a) **COMMERCIAL GENERAL LIABILITY:** Commercial general liability insurance, in a form acceptable to the Government, on a "per occurrence" basis with a minimum limit of not less than one million dollars (\$1,000,000.00) for any one person per occurrence for death or personal injury and two million dollars (\$2,000,000.00) aggregate. Insurance policy(ies) shall name the Government of the Virgin Islands as the certificate holder and additional insured via an endorsement.
- (b) **PROFESSIONAL LIABILITY:** Professional liability insurance, in a form acceptable to the Government, which covers the services being performed under this Contract, with policy limits of not less than one million dollars (\$1,000,000.00) per claim. The Government shall be listed thereon as a certificate holder.

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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

[Signature]
Steve Wallace

[Signature]
Kimberley Causey-Gomez
Commissioner
Department of Human Services

12-13-19
Date

[Signature]
[Signature]

[Signature]
Anthony D. Thomas, Commissioner
Department of Property and Procurement

12/19/2019
Date

CASEY FAMILY PROGRAMS

[Signature]
[Signature]

[Signature]
David Sanders, Ph.D.
Executive Vice President – Systems Improvement
Casey Family Programs

12/10/2019
Date

(Corporate seal, if Contractor is a corporation)

APPROVED AS TO LEGAL SUFFICIENCY

DEPARTMENT OF JUSTICE BY: *[Signature]* Date 12/18/19
ATG

PURCHASE ORDER NO. _____

Contract No. G007DHST20

Initials *[Signature]*