



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

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made this 19th day of October 2021, in the Territory of the Virgin Islands, by and between the Government of the Virgin Islands, **Department of Human Services** and the **University of the Virgin Islands**, each a "Party" or collectively "Parties," through the Department of Property and Procurement.

WITNESSETH:

Whereas, the University of the Virgin Islands was established to be the center of stimulation and utilization of intellectual resources and to development higher learning, pursuant to Title 17, Section 451 of the Virgin Islands Code; and

Whereas, the University of the Virgin Islands is responsible to provide instruction, conduct research, and disseminate knowledge and to confer academic degrees based on the satisfactory completion of education, pursuant to Title 17, Section 454 of the Virgin Islands Code; and

Whereas, the Department of Human services has the duty to provide an intake for clients seeking services, operate programs for social welfare clients, and provide counseling, intervention, and prevention services for vulnerable clients pursuant to Title 3, Section 431 of the Virgin Islands Code; and

Whereas, the agencies have a common interest in combining efforts to prepare students for careers in social work while providing needed services to individuals and families served by DHS

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 two (2) years thereafter. DHS in its sole discretion, shall have the option to renew this MOU for a period of one additional year



OPCMR

subject to the same terms noted herein, by providing the University of the Virgin Islands 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 Human Services shall be responsible for the following:

1. Appoint a Field Supervisor and or Task Supervisor who, along with the Field Director and or other faculty staff, will be responsible for the coordination of student affiliations.
2. Plan and implement meaningful and appropriate learning experiences aimed at the achievement of the objectives, competencies and activities outlined in the Field Instruction manual.
3. Appoint a supervisor with appropriate professional experience based on expectations outlined in the Field Manual and/or in the experience equivalency process to evaluate and maintain the student's clinical performance records.
4. Be willing to ensure the student has an optimal learning experience.
5. Notify the University in the event of problem situations regarding unsafe or unethical behaviors involving the student.
6. Provide assistance to the student if emergency care is needed. (DHS will not be responsible for the costs incurred for care, follow up or hospitalization.)
7. Have available for student use an operating policies and procedures manual that complies with Universal Precautions and orient the student to the policies and procedures.
8. Provide an environment conducive to safe and ethical practices.
9. Retain responsibility for client care.
10. Notify the University immediately in the event of any emergency or any problem which may threaten the student's successful completion of the internship.
11. Defend, indemnify, hold harmless the University, its employees, and/or students from any and all claims for loss, liability, or damage that may arise against DHS as a result of its staff's activities.

3.2 The University of the Virgin Islands shall be responsible for the following:

1. Name a contact individual to act as a liaison between the Student, University, and Practicum Agency.
2. Teach, supervise, and evaluate student performance with the assistance of DHS staff.
3. Provide DHS with guidance in developing a practicum experience that meets the students' objectives. Such guidance consists of a manual (containing specific learning



OPCMR

- objectives and policies), evaluation forms, written and telephone communication, and site visits, as necessary.
4. Provide the services of a Field Director. The Director shall act as a liaison between the University, the DHS Field Supervisor, and the student(s).
 5. Provide proof of malpractice insurance for the students, if requested by DHS.
 6. Notify the DHS of changes in the University's curriculum or supervisory staff that may impact the provisions of this MOU.
 7. Provide DHS with affiliation information regarding student name and student affiliation dates.
 8. Provide guidelines and necessary forms for student evaluations.
 9. Provide verification of a criminal background check for the Virgin Islands and require that the student submit to an NCIC background check during the enrollment in the program.
 10. Ensure all University personnel, faculty, and students who have access to client/patient or research medical records shall maintain strict confidentiality of said records and shall not disclose any information contained therein to any person outside the clinical training program in which they are involved.
 11. Ensure students will maintain the confidentiality of client/patients' records and will abide by the professional Code of Ethics and comply with the Health Insurance and Portability and Accountability Act of 1996 (HIPAA).
 12. Defend, indemnify, hold harmless DHS and its employees from any and all claims for loss, liability, or damage that may arise against the University as a result of its student's activities.

4. DESIGNATED REPRESENTATIVE

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

Department of Human Services designates:

Carla Benjamin
Assistant Commissioner
Department of Human Services
3012 Golden Rock
Christiansted, VI 00820

The University of the Virgin Islands designates:

Dr. Anna M. Clarke
Director of Field Education
RR 1 10,000
Kingshill, VI 00850-9781

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 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 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.

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



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.

13. 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:

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
3012 Golden Rock
Christiansted, VI 00820

DR. DAVID HALL
President
RR 1 10,000
Kingshill, VI 00850-9781

17. FACSIMILE, 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.



WITNESSES

[Signature]

GOVERNMENT OF THE VIRGIN ISLANDS

David Hall

Dr. David Hall, President
University of the Virgin Islands

10/1/2021

Date

[Signature]

Kimberley Causey-Gomez

Kimberley Causey-Gomez, Commissioner
Department of Human Services

01 October 2021

Date

[Signature]

Anthony D. Thomas

Anthony D. Thomas, Commissioner
Department of Property and Procurement

10/19/2021

Date

APPROVED AS TO LEGAL SUFFICIENCY

DEPARTMENT OF JUSTICE BY:

Carol E. McDermott
Assistant Attorney General

Date 10/19/2021