



**MEMORANDUM OF
UNDERSTANDING BETWEEN
THE VIRGIN ISLANDS DEPARTMENT OF HUMAN SERVICES
and
THE VIRGIN ISLANDS DEPARTMENT OF LABOR
THROUGH
THE VIRGIN ISLANDS DEPARTMENT OF PROPERTY AND
PROCUREMENT**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made this 31st day of December 2021, in the Territory of the Virgin Islands, by and between the Government of the Virgin Islands, Department of Human Services and the Department of Labor, each a “Party” or collectively “Parties,” through the Department of Property and Procurement.

WITNESSETH:

Whereas, the Virgin Islands Department of Human Services (DHS) through its Division of Family Assistance is responsible for administering need-based programs and is required by the Social Security Act to have a means to verify wages and unemployment benefits earned by applicants and recipients. pursuant to Title 34, Section 8, of the Virgin Islands Code and 42 U.S.C. 1320b-7; and

Whereas, DHS through its Division of Disabilities and Rehabilitation Services is the agency responsible for providing services to assist in preparing individuals with disabilities to secure and maintain gainful employment pursuant to Title 34, Section 251, of the Virgin Islands Code and is required by the Workforce Innovation Opportunity Act to report quarterly on its participants wages and unemployment benefits pursuant to 29 U.S.C. 32; and

Whereas, the Virgin Islands Department of Labor (DOL) is responsible maintaining wage and benefit information and has the authority to share such data with other governmental agencies pursuant to Title 24, Section 312, of the Virgin Islands Code; and

Whereas, both parties have a common interest in ensuring compliance with established federal requirements regarding use of the Income Eligibility and Verification System (IEVS), a computerized system designed to match the applicant/beneficiary information with other databases; and

Whereas, the parties desire to combine efforts in ensuring secure, effective, and efficient, exchange of information by entering into this MOU.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and



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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 FOUR (4) years thereafter. DHS in its sole discretion, shall have the option to renew this MOU for a period of one additional FOUR (4) year term subject to the same terms noted herein, by providing DOL with 60 days written notice of DHS' 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:

- (a) Processing program applications in accordance with federal regulations
- (b) Committing staff time and other resources to the extent possible, to facilitate and manage the Income and Eligibility Systems (IEVS) and VIDOLA\$ System.
- (c) Submitting an electronic request to DOL, by providing the following information on all program applicants/recipients:
 - i. Name
 - ii. Social Security Number
 - iii. Date of Birth
 - iv. Data being requested
- (d) Maintaining confidentiality: Because DOL data contains sensitive information that can be linked to individuals, the Division of Family Assistance shall not use the information for any purpose other than to determine eligibility and benefit level. The IEVS information must be stored in a place physically secure from access by unauthorized persons. Precautions shall be taken to ensure only authorized personnel are given access to online files, which are to be password protected. DHS must instruct all personnel with access to IEVS information regarding the handling of confidential information. Hard copies of IEVS reports received or printed from the DOL system shall not be discarded in the trash. They must be scanned into the Electronic Document Management System and destroyed. The Division of Disabilities and Rehabilitation Services shall use the information exclusively to carry out official duties as described in 20 CFR Part 603.10.



3.2 Department of Labor shall be responsible for:

- (a) Committing staff time and other resources to the extent possible to facilitate and manage these data sharing projects and provide technical assistance
- (b) Providing electronic computer matching employment information for program applicants/recipients within two business days of the request as follows:
 - i. W-4 Employer Information
 - a. Employer Name
 - b. Employer Address
 - c. Employee Date Hire
 - d. Employee State of Hire
 - e. Federal Employer Identification Number
 - f. State Employer Identification Number
 - g. Begin Process Date of W-4 match
 - h. End Process Date of W-4 match
 - ii. Quarterly Wage Information
 - a. Employer Name
 - b. Employer Address
 - c. Federal Employer Identification Number
 - d. State Employer Identification Number
 - e. Quarterly Wage Reporting Period
 - f. Quarterly Wage Amount
 - iii. Unemployment Information
 - a. Claimant Name
 - b. Claimant Address
 - c. Benefit Start Date
 - d. Potential Maximum Benefit Amount
 - e. Actual Benefit Amount Received
 - f. Check Date(s)
 - g. Benefit End Date
 - h. Remaining Balance

4. DESIGNATED REPRESENTATIVE

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

Department of Human Services designates:

Michael Rhymer-Browne, Assistant Commissioner
Department of Human Services



1301 Hospital Ground
St. Thomas, Virgin Islands
(340) 774-0930
(340) 777-5449 - Fax



Department of Labor designates:

Nesha Christian-Hendrickson
Assistant Commissioner/Legal Counsel
4401 Sion Farm, Christiansted
St. Croix, VI 00820-4245

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 One Hundred and Eighty (180) 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
3011 Estate Golden Rock
Christiansted, VI 00820

Gary Molloy
Commissioner
Department of Labor
2353 Kronprindsens Gade
St. Thomas, USVI, 00802



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14. FASCIMILE, 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

GOVERNMENT OF THE VIRGIN ISLANDS

Kimberley Causey

^{*Carol E. McDermott*}
Kimberley Causey Gomez 12.06.2021
Kimberley Causey Gomez, Commissioner Date
Department of Human Services

Kevin Dennin

Gary Molloy 12/1/2021
Gary Molloy, Commissioner Date
Department of Labor

Angelina A. Francis

Anthony D. Thomas 12/31/2021
Anthony D. Thomas, Commissioner Date
Department of Property and Procurement

APPROVED AS TO LEGAL SUFFICIENCY
DEPARTMENT OF JUSTICE BY: *Carol E. McDermott* Date 12/30/2021
Assistant Attorney General