



UVI CELL and DHS OCCRS
Memorandum of Agreement



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MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (“MOA”) is made this 29th day of September, 2022 in the Territory of the Virgin Islands, by and between the Government of the Virgin Islands, Department of Human Services (DHS) and the University of the Virgin Islands (UVI), each a “Party” or collectively “Parties,” through the Department of Property and Procurement.

WITNESSETH:

WHEREAS, the DHS is in need of the services of a contractor to assist the Virgin Islands Department of Human Services, Office of Child Care and Regulatory Services (DHS OCCRS), in conducting a Childcare Market Rate Survey and Narrow Cost Analysis Report which duties and responsibilities are more particularly described in Addendum I (Scope of Work) attached hereto; and

WHEREAS, The University of the Virgin Islands Center for Excellence in Leadership and Learning was selected in accordance with 31 V.I.C. § 239(a)(8); and

WHEREAS, The University of the Virgin Islands Center for Excellence in Leadership and Learning (UVI CELL) represents that it is willing and capable of providing such services;

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

UVI CELL will provide the services described in Addendum I (Scope of Work) attached hereto and made a part of this contract.

2. TERM AND EFFECTIVE DATE

This MOA shall be effective upon the date of execution of this MOA by the Commissioner of the Department of Property and Procurement and shall terminate four (4) months thereafter. DHS in its sole discretion, shall have the option to renew this MOA for a period of one (1) additional three-month period subject to the same terms noted herein, by providing UVI with thirty (30) days written notice of its election to renew.

3. COMPENSATION

DHS, in consideration of the satisfactory performance of the services described in Addendum I (Scope of Work), agrees to pay UVI a sum not to exceed Thirty-five Thousand and 00/100 Dollars (\$35,000.00) in accordance with the provisions set forth in Addendum II (Compensation) attached



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hereto and made a part of this MOA.



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4. TRAVEL EXPENSES

There are no reimbursable travel expenses related to this MOA.

5. RECORDS

UVI when applicable, will present documented precise records of time and/or money expended under this MOA.

6. PROFESSIONAL STANDARDS

UVI agrees to maintain the professional standards applicable to its profession and to consultants doing business in the United States Virgin Islands.

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 DHS and shall be turned over to it at the termination of this MOA. The above-described materials shall not be used by UVI or by any other person or entity except upon the written permission of DHS.

8. LIABILITY

UVI is considered an independent contractor. As such, the debts, and obligations of UVI, including any and all payroll taxes, shall be exclusively borne by UVI CELL, except as expressly provided herein. Correspondingly, nothing herein shall be construed to obligate UVI for any debt, obligation, claim or assessment of DHS. DHS shall not be liable for any accident or damages resulting from this contractual Agreement or for any payment due any government on behalf of UVI, except as may be caused, in whole or part, by the gross negligence or willful conduct on the part of any and all employees, agents and assigns of the DHS. Neither shall UVI be held liable for any loss or damage except as may be caused by the gross negligence or willful conduct on the part of UVI or its agents or assigns.

9. ASSIGNMENT

UVI shall not subcontract or assign any part of the services under this MOA without the prior written consent of DHS.

10. INDEMNIFICATION



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

UVI 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, DHS will have the right to withhold out of any payment due to UVI, such sums as Government may deem ample to protect it against loss or to assure payment of claims arising therefrom, and, at its option, DHS may apply such sums in such manner as DHS may deem proper to secure itself or to satisfy such claims. DHS will immediately notify UVI in writing in the event that it elects to exercise its right to withhold.



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No such withholding or application shall be made by DHS if and while the UVI 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 Commissioner of the Department of Property and Procurement.

17. TERMINATION

Either party will have the right to terminate this Contract with or without cause on fifteen (15) 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 DHS, in part, whenever the DHS shall deem such termination advisable by providing fifteen (15) days written notice to UVI. This partial termination shall be effected by delivering to UVI specifying the extent to which the term and/or duties under this MOA are terminated and the date upon which such termination becomes effective. UVI shall be entitled to receive payment for services provided to the date of termination, including payment for the period of the fifteen (15) day 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

UVI 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. 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:

GOVERNMENT

General Contract No. G080DHST22

Initials: _____



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ANTHONY D. THOMAS
Commissioner
Department of Property and Procurement
8201 Sub Base, Suite 4
St. Thomas U.S. Virgin Islands 00802

KIMBERLEY CAUSEY-GOMEZ
Commissioner
Department of Human Services
1303 Hospital Ground, STE 1
St. Thomas, Virgin Islands 00802-6277

DAVID HALL
President
University of the Virgin Islands
2 John Brewers Bay
St. Thomas, Virgin Islands 00802-6004

22. LICENSURE

The University of the Virgin Islands Center for Excellence in Leadership and Learning 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.

23. OTHER PROVISIONS

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

24. DEBARMENT CERTIFICATION

By execution of this MOA, UVI 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. UVI 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 UVI or any subcontractor misrepresents its eligibility to receive contract awards using federal funds, UVI or subcontractor agrees that it shall not be entitled to payment for any work performed under this



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MOA or any subcontract and that UVI or subcontractor shall promptly reimburse DHS for any progress payments heretofore made.

25. FALSE CLAIMS

UVI warrants that it shall not, with respect to this MOA, make or present any claim upon or against the DHS, or any officer department, board, commission, or other agency thereof, knowing such claims to be false, fictitious, or fraudulent. UVI acknowledges that making such a false, fictitious or fraudulent claim is an offence under Virgin Islands law.

26. NOTICE OF FEDERAL FUNDING

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

27. CHOICE OF LAW/VENUE

It is mutually understood and agreed that this Agreement shall be constructed under the laws of the United States Virgin Islands. Any and all suits for the enforcement of this Agreement or arising for any breach of this Agreement shall be instituted and maintained in a court of competent jurisdiction in the United States Virgin Islands.

28. ENTIRE AGREEMENT

This written Agreement contains the entire agreement between the Parties and no oral statement or representations, or prior written matter not contained in this instrument or incorporated herein by reference shall have any force or effect. To the extent there are any discrepancies between this Agreement and the incorporated exhibits attached hereto, the terms of the Agreement shall supersede. This Agreement shall not be modified in any way except by in writing executed by the Parties.

29. INTERPRETATION

It is agreed that if any provision of this Agreement shall be determined to be void by any court of competent jurisdiction such determination shall not affect any other provision of this Agreement, all of which other provisions shall remain in full force and effect. It is the intention of the Parties hereto that if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other one of which would render the provision valid,



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then the provision shall have the meaning which renders it valid.



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30. CONFIDENTIALITY

Except as otherwise agreed in writing or as required by law, UVI shall keep confidential all information concerning DHS and its employees for any matter affecting or relating to the business or operations of DHS, products, employee services, plans, processes, or other data of DHS, or information considered confidential and the property of DHS. UVI further agrees not to use or disclose any information it receives from the DHS under this Agreement that DHS has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this contract or as authorized in advance by DHS.

31. 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:

Kimberley Causey-Gomez
 Commissioner
 Department of Human Services

09/14/2022
 Date

Anthony D. Thomas, Commissioner
 Department of Property and Procurement

9/29/2022
 Date

University of the Virgin Islands

 David Hall
 President
 University of the Virgin Islands

9/13/2022
 Date



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APPROVED AS TO LEGAL SUFFICIENCY
DEPARTMENT OF JUSTICE BY: Carol E. McDougal Date 9/29/2022
Assistant Attorney General

PURCHASE ORDER NO. _____