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**AMENDMENT No. 1 TO
MEMORANDUM OF
UNDERSTANDING BETWEEN
THE VIRGIN ISLANDS DEPARTMENT OF EDUCATION
&
BEAUTIFUL DREAMERS, LTD DBA BEAUTIFUL DREAMERS
BEHAVIORAL AND EDUCATIONAL CENTER THROUGH
THE VIRGIN ISLANDS DEPARTMENT OF PROPERTY AND
PROCUREMENT**

This Amendment is made this 15th day of November 2023, in the Territory of the Virgin Islands, by and between the Government of the Virgin Islands, Department of Education (DOE) and Beautiful Dreamers, Ltd dba Beautiful Dreamers Behavioral and Educational Center through the Department of Property and Procurement.

WITNESSETH:

Whereas, DOE is responsible for the general authority over public education to promote the cause of education and to achieve a high level of general education throughout the Virgin Islands pursuant to Title 3 V.I.C. Section 96(a)(1); and

Whereas, the DOE is responsible for the development, implementation, and monitoring of instructional programs for all K-12 students and adult learners, as well as, provision of support services pursuant to Title 3 V.I.C. Section 96, V.I. Code; and

Whereas, Beautiful Dreamers Behavioral and Educational Center, was established in 2013 to provide services to students with learning disabilities, mental health conditions, and behavioral health prevention services in a culturally appropriate setting; and

Whereas, the DOE and Beautiful Dreamers Behavioral and Educational Center have a common interest in ensuring the mental health of students; and

Whereas, Agreement No. **G016DOET23** was executed by the Commissioner of Property and Procurement on March 1, 2023 (hereinafter referred to as "Agreement") to combine efforts in ensuring the mental health of students; and

Whereas, the Agreement is due to terminate on February 29, 2024; and

Whereas, the Parties are seeking to amend the MOU adding Speech and Occupation Services to the services offered by Beautiful Dreamers Behavioral and Educational Center.

Amendment No. 1 to
Memorandum of Understanding
No. G016DOET23

General Contract No. _____
Amends G016DOET23

Initials: VAC



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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:

Paragraph 3: RESPONSIBILITIES/TASKS

Subparagraph 3.2 is hereby amended by deleting the existing language contained therein and replacing it with the new language as follows: Beautiful Dreamers Behavioral and Educational Center shall be responsible for:

- (a) Limited training of school personnel (teachers, counselors, and deans) to accurately identify risk factors in students and methods for linking students to services.
- (b) Providing direct therapeutic interventions in person and/or virtual to students on a biweekly basis in their school settings. These interventions will include:
 - Group interventions delivered to groups of no more than 12 participants.
 - Individual sessions on an as needed basis, based on referrals by school personnel.
 - Therapeutic modality will be trauma-informed using Cognitive Behavioral Therapy and other therapeutic modalities using a Person-Centered approach with psycho-education, and skills/strategies.
- (c) Retrieving all necessary waivers and consents from parents prior to students' participation in the project.
- (d) Providing behavioral and mental health services based upon the consent of the parents to students as part of school suspension referrals
- (e) Providing Speech and Occupation Services.

2. This Amendment is subject to the approval of the Commissioner of Property and Procurement of the Virgin Islands.

3. Except as expressly amended in the Amendment, all terms of the Agreement remain in full force and effect.

4. **FASCIMILE, ELECTRONIC & DIGITAL SIGNATURES** :A facsimile, electronic or digital signature on this Contract shall be deemed an original and binding upon the Parties hereto.



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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]

Dionne Wells-Hedington

Dionne Wells-Hedington, Commissioner
Department of Education

10/12/2023

Date

[Signature]

[Signature]

Lisa Alejandro, Commissioner
Department of Property and Procurement

11/15/2023

Date

[Signature]

CONTRACTOR

[Signature]

Dr. Vincentia Paul-Constantin, Director
Beautiful Dreamers Ltd dba Beautiful Dreamers Behavioral and
Educational Center

10/12/23

Date

APPROVED AS TO LEGAL SUFFICIENCY

DEPARTMENT OF JUSTICE BY: [Signature] Date 11/15/23

ASSISTANT ATTORNEY GENERAL

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Amendment No. 1
to Memorandum of
Understanding No.

Original
Memorandum
of
Understanding



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MEMORANDUM OF UNDERSTANDING BETWEEN THE VIRGIN ISLANDS DEPARTMENT OF EDUCATION & BEAUTIFUL DREAMERS, LTD DBA BEAUTIFUL DREAMERS BEHAVIORAL AND EDUCATIONAL CENTER THROUGH THE VIRGIN ISLANDS DEPARTMENT OF PROPERTY AND PROCUREMENT

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made this 1st day of March 2023, in the Territory of the Virgin Islands, by and between the Government of the Virgin Islands, Department of Education (DOE) and Beautiful Dreamers, Ltd dba Beautiful Dreamers Behavioral and Educational Center through the Department of Property and Procurement.

WITNESSETH:

Whereas, DOE is responsible for the general authority over public education to promote the cause of education and to achieve a high level of general education throughout the Virgin Islands pursuant to Title 3 V.I.C. Section 96(a)(1); and

Whereas, the DOE is responsible for the development, implementation, and monitoring of instructional programs for all K-12 students and adult learners, as well as, provision of support services pursuant to Title 3 V.I.C. Section 96, V.I. Code; and

Whereas, Beautiful Dreamers Behavioral and Educational Center was established in 2013 to provide services to students with learning disabilities, mental health conditions, and Behavioral and Educational health prevention services in a culturally appropriate setting; and

Whereas, the DOE and Beautiful Dreamers Behavioral and Educational Center have a common interest in ensuring the mental health of students; and

Whereas, the DOE and Beautiful Dreamers Behavioral and Educational Center desire to combine efforts in ensuring the mental health of students by entering into this MOU.

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 one (1) year thereafter. The Government in its sole discretion, shall have the option to renew this MOU for a period of three (3) additional one (1) year periods subject to the same terms noted herein, by providing Beautiful

MOU No. G016DOET23

Initials: VP



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Dreamers Behavioral and Educational Center 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 Education shall be responsible for:

- (a) Providing school personnel (teachers, counselors and deans) to receive limited training to accurately identify risk factors in students and methods for linking students to services.
- (b) Providing physical space conducive to therapeutic care for group meetings.
- (c) Initiating the first call to parents/guardians for students to receive services.
- (d) Providing students in need of Behavioral and Educational and mental health services.
- (e) Providing referrals of students who have mental health disorders and/or emotional instability to Beautiful Dreamers Behavioral and Educational Center
- (f) Providing Beautiful Dreamers Behavioral and Educational Center with parental consent for students who have school suspension referrals

3.2 Beautiful Dreamers Behavioral and Educational Center shall be responsible for:

- (a) Limited training of school personnel (teachers, counselors, and deans) to accurately identify risk factors in students and methods for linking students to services.
- (b) Providing direct therapeutic interventions in person and/or virtual to students on a biweekly basis in their school settings. These interventions will include:
 - Group interventions delivered to groups of no more than 12 participants.
 - Individual sessions on an as needed basis, based on referrals by school personnel.
 - Therapeutic modality will be trauma-informed using Cognitive Behavioral and Educational Therapy and other therapeutic modalities using a Person-Centered approach with psycho-education, and skills/strategies.
- (c) Retrieving all necessary waivers and consents from parents prior to students' participation in the project.
- (d) Providing Behavioral and Educational and mental health services based upon the consent of the parents to students as part of school suspension referrals.

4. DESIGNATED REPRESENTATIVE

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

Department of Education designates:

MOU No. G016DOET23

Initials: VPC



Ericilda Ottley-Herman
Insular Superintendent St. Croix District
2174 Hospital Street
Christiansted St. Croix
U.S. Virgin Islands 00820



Dr. Stephan Jurgen
Insular Superintendent St. Thomas/St. John District
1834 Kongens Gade
Charlotte Amalie, St. Thomas
U.S. Virgin Islands 00802

Beautiful Dreamers Behavioral and Educational Center designates:

Dr. Vincentia Paul-Constantin
Director
5084 Norre Gade 230
St. Thomas 00802

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 Beautiful Dreamers Behavioral and Educational Center 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 Beautiful Dreamers Behavioral and Educational Center of whatsoever nature, including but not limited to unemployment insurance and social security taxes for Beautiful Dreamers Behavioral and Educational Center, its servants, agents or independent contractors.

6. ASSIGNMENT

Neither Party shall subcontract or assign any part of the services or responsibilities under this MOU.

7. INDEMNIFICATION

Beautiful Dreamers Behavioral and Educational Center agrees to indemnify, defend and hold harmless 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 Beautiful Dreamers Behavioral and Educational Center under this MOU and arising from any cause, except the sole negligence of Government.



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8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.



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:

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

DR. DIONNE WELLS-HEDRINGTON
Commissioner
Department of Education
1834 Kongens Gade
Charlotte Amalie, St. Thomas
U.S. Virgin Islands 00802

DR. VINCENTIA
PAUL-CONSTANTIN
Director
Beautiful Dreamers
Behavioral and Educational
Center
5084 Norre Gade Suite 230
St. Thomas 00802

16. **INSURANCE:** Beautiful Dreamers Behavioral and Educational Center shall maintain the following insurance coverages during the term of this MOU
- (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 one million dollars (\$1,000,000.00) for any one occurrence for property damage. 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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(c) WORKERS' COMPENSATION: Contractor shall supply current coverage under the Government Insurance Fund or other form of coverage.

17. 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

Dionne Wells-Hedrington
Dionne Wells-Hedrington, Commissioner
Department of Education

02/09/2023
Date

Lisa M. Alejandro
Lisa M. Alejandro
Acting Commissioner
Department of Property &
Procurement

3/1/2023
Date

CONTRACTOR

Dr. Vincentia Paul-Constantin
Dr. Vincentia Paul-Constantin, Director
Beautiful Dreamers, Ltd

2/3/2023
Date

APPROVED AS TO LEGAL SUFFICIENCY
DEPARTMENT OF JUSTICE BY: *Caryl P. McDougal* Date 2/28/2023
Assistant Attorney General