



MOU between DHS and The University of Texas Rio Grande Valley



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**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE VIRGIN ISLANDS DEPARTMENT OF HUMAN SERVICES AND  
THE UNIVERSITY OF TEXAS RIO GRANDE VALLEY  
THROUGH  
THE VIRGIN ISLANDS DEPARTMENT OF PROPERTY AND  
PROCUREMENT**

THIS MEMORANDUM OF UNDERSTANDING ("MOU" or "Agreement") is made this 25th day of July 2024, in the Territory of the Virgin Islands, by and between the Government of the Virgin Islands, Department of Human Services ("Government") and The University of Texas Rio Grande Valley ("University"), each a "Party" or collectively "Parties," through the Department of Property and Procurement.

**WITNESSETH:**

Whereas, the Virgin Islands Department of Human Services is responsible for providing social services to the people in the United States Virgin Island's territory in accordance with 34 V.I.C. § 254; and

Whereas, the Virgin Islands Department of Human Services operates facilities located at 3012 Golden Rock, St. Croix, United States Virgin Islands ("Facility"); and

Whereas, the University of Texas Rio Grande Valley is responsible for providing academic courses that prepare students to work in such services, and desires to provide students in School of Social Work courses with practical educational experience by utilizing appropriate facilities and personnel of their parties; and

Whereas, the agencies have a common interest in establishing and implementing a program involving students and personnel of the University of Texas Rio Grande Valley and the department personnel;

**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 from **August 1, 2023**, and shall terminate **July 31, 2028**. Upon the

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execution of this MOU by the Commissioner of the Department of Property and Procurement, this MOU shall be effective for the term set out herein. The Government in its sole discretion, shall have the option to renew this MOU for a period of one additional year, terminating July 31, 2029, and subject to the same terms noted herein, by providing The University of Texas Rio Grande Valley with 60 days written notice of the Government's election to renew.



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## 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 Department will design an educational experience in **the School of Social Work** ("Program") for University students utilizing the personnel, equipment, and facilities.

- a. The duration of the Program and the educational experience provided will be consistent with the curriculum requirements of University and with the standards of the accrediting entity for the school or division of University in which the students are enrolled.
- b. The Program will be reviewed periodically by the Facility Liaison and University Representative and, when appropriate, will be revised to meet the University curriculum requirements and the standards of the accrediting entity.
- c. Students will be under the direct supervision of University personnel or Facility personnel who are licensed or otherwise qualified to perform such services.
- d. Assign appropriate space on Facility premises for offices, lectures, and other non-experiential related activities of the Program.
- e. Provide the equipment, supplies, qualified personnel, and supervised access to patients or clients required for the experience related activities of the Program.
- f. Obtain and maintain all licenses required for Facility and assure that all Facility personnel are appropriately licensed.
- g. Assume sole responsibility for the quality of patient or client care.

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h. Provide orientation sessions to inform University students and personnel concerning the rules and regulations of the Facility.

i. Permit representatives of the accrediting entity for the school or division of University in which students participating in the Program are enrolled to have reasonable access to Facility for purposes related to the accreditation process.

j. Comply with all applicable requirements of the authority responsible for accreditation of University's curriculum and permit such authority to inspect the facilities, services, and other items provided by Facility for purposes of the educational experience.

k. Appoint a person to serve the Facility as a liaison ("Facility Liaison") by the following procedure: Facility shall submit to University the name and professional and academic credentials of the person proposed as Facility Liaison in writing at least 30 days prior to the date the appointment is to become effective. University shall notify Facility of University's approval or disapproval of such person within 10 days after receipt of such notice.

l. No person shall act as Facility Liaison without the prior written approval of the University.

m. In the event the Facility Liaison approved by University later becomes unacceptable and University so notifies Facility in writing, Facility will appoint another person in accordance with the procedure outlined in this paragraph.

3.2 The University of Texas Rio Grande Valley shall be responsible for:

a. Coordinating the educational experience of students participating in the Program with the Facility Liaison. University shall give Facility written notice of the name of the University Representative.

b. Furnish Facility with the names of the students assigned by University to participate in the Program;

c. Assure that all students selected for participation in the Program have satisfactorily completed all portions of the University curriculum that are a prerequisite for participation in the Program.

d. Develop criteria for the evaluation of the performance of University students participating in the Program and provide those criteria, with appropriate reporting forms, to the Facility personnel and University personnel who are responsible for supervising those students.

e. Assign grades to students participating in the Program based on the performance evaluations submitted in the reporting forms.

f. Inform all University students and personnel participating in the Program that they are required to comply with the rules and regulations of Facility while on premises of Facility and to comply with





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the requirements of federal and state laws and regulations regarding the confidentiality of  
information in records maintained by Facility.



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g. Provide information requested by Facility related to students participating in the Program unless prohibited by federal or state law.

h. Remove a student from the Program when the Facility determines that the student has violated the rules and regulations of the Facility; has disclosed information that is confidential by law; or has engaged in conduct that disrupts the activities carried on by the Facility or threatens the safety of Facility personnel or patients.

i. Student obligations – The University students and personnel will be responsible for their own transportation, meals, and health care while participating in the program.

#### 4. DESIGNATED REPRESENTATIVE

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

Department of Human Services designates:

Averil E. George, Commissioner Designee  
1303 Knud Hansen Complex  
St. Thomas, US Virgin Islands 00802

The University of Texas Rio Grande Valley designates:

Dr. Christine Shupala, ~~Associate Vice President~~ Vice Provost  
for Institutional Accreditation Program Development and Analysis  
1201 W. University Dr.  
Edinburg, TX 78539

#### 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 The University of Texas Rio Grande Valley 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 The University of Texas Rio Grande Valley of whatsoever nature, including but not limited to unemployment insurance and social security taxes for The University of Texas Rio Grande Valley its servants, agents or independent contractors.

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## **6. ASSIGNMENT**

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

## **7. INDEMNIFICATION**

To the extent permitted by the Constitution and laws of the State of Texas, The University of Texas Rio Grande Valley 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 The University of Texas Rio Grande Valley under this MOU and arising from any cause, except the sole negligence of Government.

## **8. GOVERNING LAW**

The Parties choose to remain silent on choice of law.

## **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 MOA, 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**

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Either party may terminate this MOU with or without cause on Sixty (60) days written notice to the other party specifying the date of termination.



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### 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, veterans' status or national origin.

### 14. CONFLICT OF INTEREST

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

Averil E. George  
Commissioner Designee  
Department of Human Services  
1303 Knud Hansen Complex  
St. Thomas, U.S. Virgin Islands 00802

Dr. Christine Shupala  
The University of Texas Rio  
Grande Valley  
1201 W. University Dr.  
Edinburg, TX 78539  
Educationalagreements@utrgv.edu

### 16. ORAL REPRESENTATIONS

No oral representations of any officer, agent, or employee of the Department or University shall affect or modify any obligations of either party under this Agreement.

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
**17. FERPA**

For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), the University hereby designates the Facility as a school official with a legitimate educational interest in the educational records of the students who participate in the Program to the extent that access to the records is required by the Facility to carry out the Program. The Department of Human Services agrees to maintain the confidentiality of the educational records in accordance with the provisions of FERPA.

**18. HIPAA LAWS**

The parties agree that:

- a. the Facility is a covered entity for purposes of the Health Insurance Portability and Accountability Act of 1996, of 1996 as amended by the Health Information Technology for Economic and Clinical Health (HITECH) Act and the Privacy, Security and Breach Notification Regulations at 45 CFR §§ 160 and 164 (hereinafter collectively, "HIPAA") and subject to 45 CFR Parts 160 and 164 ("the HIPAA Administrative Simplification Regulations");
- b. to the extent that University students are participating in the Program and University faculty members are providing supervision at the Facility as part of the Program, such students and faculty members shall:
  - i. be considered part of the Facility's workforce for HIPAA compliance purposes in accordance with 45 CFR §160.103, but shall not be construed to be employees of the Facility;
  - ii. receive training by the Facility on, and subject to compliance with, all of Facility's privacy policies adopted pursuant to the HIPAA Privacy Regulations; and
- c. does not disclose any Protected Health Information, as that term is defined by 45 CFR §160.103, to University which a student accessed through Program participation, or a faculty member accessed through the provision of supervision at the Facility that has not first been de-identified as provided in 45 CFR §164.514(a);
- d. University will never access or request to access any Protected Health Information held or collected by or on behalf of the Facility, from a student or faculty member who is acting as a part of the Facility's workforce as set forth in paragraph 15.b. of this Agreement or any other source, that has not first been de-identified as provided in 45 CFR §164.514(a); and
- e. no services are being provided to the Facility by the University pursuant to this Agreement and therefore this Agreement does not create a "business associate" relationship as that term is defined in 45 CFR §160.103.

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**19. FASCIMILE, ELECTRONIC & DIGITAL SIGNATURES**

A facsimile, electronic or digital signature on this Agreement shall be deemed an original and binding upon the Parties hereto.

The Parties have hereunto set their hands as set forth below.

**GOVERNMENT OF THE VIRGIN ISLANDS**

Averil E. George  
Averil E. George, Commissioner Designee  
Department of Human Services

Date: 4/25/24

Lisa M. Alejandro  
Lisa M. Alejandro, Commissioner  
Department of Property and Procurement

Date: 7/25/2024**CONTRACTOR**

Luis H. Zayas  
Luis H. Zayas, Ph.D  
Provost and Senior Vice President for  
Academic Affairs

Date: 4/22/2024

Christine Shupala  
Dr. Christine Shupala  
Vice Provost for Institutional  
Accreditation, Program Development, and Analysis

Date: 4/22/2024

Reviewed by UTRGV Legal: [Signature]

UTRGV Contract ID: ACADAFF-PROGRAM-2057-2024

APPROVED AS TO LEGAL SUFFICIENCY

DEPARTMENT OF JUSTICE BY: Sean P. Bailey, AAG Date 7/24/2024

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Initials: [Signature]