



MOU between DHS & DOE for Summer Electronic Benefits Transmittals



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

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made this 1st day of October 2024, in the Territory of the Virgin Islands, by and between the Government of the Virgin Islands, Department of Human Services (hereinafter referred to as VIDHS) and Virgin Islands Department of Education (hereinafter referred to as VIDE) 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 the task of issuing the Summer Electronic Benefits Transfer (SEBT), a federal program that provides food assistance to families with children who qualify for free or reduced-price school meals during the summer, in accordance with 7 CFR 292.3(c), 7 CFR 292.8(e)(1), 7 CFR 292.8(e)(8); and

Whereas, the VIDHS is seeking the assistance of the VIDE to provide the eligible students’ data and updated addresses, in an effort to help facilitate the enrollment and verification process for the SEBT program; and

Whereas, the agencies have a common interest in ensuring that the eligible students of the US Virgin Islands are given the opportunity to receive such benefits; and

Whereas, the agencies desire to combine efforts in ensuring that both agencies are willing and capable of providing such services, 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 year thereafter. The Government in its sole discretion, shall have the option to renew this MOU for a period of three (3) additional one-year periods subject to the same terms noted herein, by providing Department



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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:

- a. Summer EBT case management
- b. Issuance, control, and accountability of Summer EBT benefits and EBT cards
- c. Summer EBT card distribution and loading
- d. Issuance of Summer EBT Benefit replacement cards to qualified families
- e. Customer support
- f. User acceptance testing in preparation for the distribution of benefits
- g. Data duplication for streamlined certification
- h. Collaborating with VIDE to conduct community education, outreach, and communication with parents and schools on the Summer EBT program.
- i. Developing and maintaining complaint procedures;
- j. Keeping records necessary to determine whether the program is being conducted in compliance with the requirements in this part for the proper storage and use of data. The records must survive the duration of this agreement
- k. Submitting accurate and timely financial and program plans, forms, and reports; and as it relates to the records, the records should survive the duration of the agreement due to the data that needs to be updated on a yearly basis. This information is required of the custodial parent. This information entails updating of personal information and mailing addresses.
- l. Public notification and participant support.
- m. Appeals and fair hearings – all SEBT benefit recipients shall have the opportunity to appeal DHS' decision and will be granted a fair hearing.

3.2 Department of Education shall be responsible for:

- a. The Department of Education will certify general, and individual, student enrollment through its Student Information System (SIS)
- b. Data collection (Updating students addresses and personal information)
- c. Aggregating relevant school data from the local educational authorities (LEAs)/School Districts and the school food authorities (SFAs) within those Districts
- d. Database management for school data
- e. Monitoring student enrollment data to ensure accurate and up-to-date information
- f. Collaborating with DHS to conduct community education, outreach, and communication with parents and schools on the Summer EBT program,

4. DESIGNATED REPRESENTATIVE

General Contract No. G001DHST25



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

Department of Human Services designates:

Natalie Bailey
Division of Family Assistance Administrator
4201 Mars Hill
Frederiksted, St. Croix 00840
Natalie.Bailey@dhs.vi.gov
340-772-7101

Department of Education designates:

James Richardson
State Director of Planning, Research & Evaluation
1834 Kongens Gade
St. Thomas, U.S. Virgin Islands 00802
James.richardson@vide.vi
340-774-0100

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



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between the parties with respect to the subject matter addressed in this Agreement, whether
written or oral.



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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 sixty (60) 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.

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

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:

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

Averil E. George
Commissioner



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 Department of Human Services
 1303 Knud Hansen
 St. Thomas Virgin Islands 00802



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Dionne Wells-Hedrington, Ed.D.
 Commissioner
 Department of Education
 1834 Kongens Gade
 St. Thomas Virgin Islands 00802

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.

15. OTHER PROVISIONS

Appendix A (Scope of Work) attached hereto is made as part of this MOU and is incorporated herein by this reference.

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

GOVERNMENT OF THE VIRGIN ISLANDS

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

Date: 08/12/24

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

Date: 8/9/2024

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

Date: 10/1/2024



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APPROVED AS TO LEGAL SUFFICIENCY

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DEPARTMENT OF JUSTICE BY: Sean P. Bailey, AAG Date 9/23/2024