



**MEMORANDUM OF  
UNDERSTANDING BETWEEN  
THE VIRGIN ISLANDS DEPARTMENT OF EDUCATION  
&  
ST. THOMAS EAST END MEDICAL CENTER CORPORATION  
THROUGH  
THE VIRGIN ISLANDS DEPARTMENT OF PROPERTY AND  
PROCUREMENT**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made this 23 day of June 2025, in the Territory of the Virgin Islands, by and between the Government of the Virgin Islands, Department of Education “VIDE” of 1834 Kongens Gade, St. Thomas, VI 00802 and St. Thomas East End Medical Center Corporation “STEEMCC” whose address is 4605 Tutu Park Mall, Ste 207, St. Thomas, VI 00802, each a “Party” or collectively “Parties,” through the Department of Property and Procurement.

**WITNESSETH:**

**WHEREAS**, the Department is responsible for promoting the cause of education and achieving a high level of general education throughout the Virgin Islands pursuant to Title 3, Chapter 7, Section 96(a)(1); and

**WHEREAS**, the Department is in need of the services of a St. Thomas East End Medical Center Corporation (STEEMCC) to provide individual and group therapy sessions to address behavioral health concerns for public school students in the St. Thomas/St. John school district; and

**WHEREAS**, the agencies have a common interest in ensuring the physical, emotional, and mental well-being of students of the Virgin Islands Department of Education Public Schools are supported, and behavioral and mental health concerns are addressed; and

**WHEREAS**, the agencies desire to combine efforts in ensuring a collaborative partnership between St. Thomas East End Medical Center Corporation and Virgin Islands Department of Education to provide comprehensive Behavioral Health services to students, staff and parents, 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 one



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additional year subject to the same terms noted herein, by providing St. Thomas East End Medical Center Corporation with sixty (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:

The Virgin Islands Department of Education Special Education Division shall be responsible for providing the STEEMCC with a referral questionnaire and relevant background information on each client to include, but not to be limited to, school records, health records, disciplinary records, and signed authorization from the parent or legal guardian granting permission for student to receive services.

3.2 **St. Thomas East End Medical Center Corporation** shall be responsible for:

Subject to STEEMCC's staffing availability and the Virgin Islands Department of Education needs, STEEMCC shall provide ½ hour therapy sessions offered two (2) days per week up to a maximum of four (4) hours per school site for students identified by the Virgin Islands Department of Education as having the greatest need for Behavioral Health services in the St. Thomas/St. John School District. Therapy services will be offered on school grounds either in person or via telehealth to meet the needs of students in the St. Thomas/St. John district. Each session will last at least 30 minutes and an additional session may occur via telehealth concurrently.

Beginning with the 2025-2026 School Year, STEEMCC shall commence full implementation of the MOU services described herein. Referrals will be school generated utilizing the STEEMCC Behavioral Health Referral Form.

### (a) Therapy for Students:

The STEEMCC shall provide a team of licensed and experienced mental health professionals who will offer individual and group therapy sessions to students in need of emotional support, coping skills, and assistance in addressing various behavioral and mental health concerns. Therapeutic services and/or counseling sessions are to be delivered at the student's school site.



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The STEEMCC shall provide half (½) hour therapy sessions, up to a maximum of two (2) hours per school site a total of four (4) sessions per site per month for schools on the island of St. Thomas. Therapy services to Elementary school students are to be delivered every other week or every two (2) weeks. Junior High and High School students shall receive therapy services weekly.

The STEEMCC shall provide four (4), one (1) hour therapy sessions every other week or every two (2) weeks, up to a maximum of eight (8) therapy sessions monthly to students attending the Julius E. Sprauve School located on the island of St. John.

School Administration and Special Education Representatives will coordinate with St. Thomas East End Medical Center Corporation personnel to determine therapy services and group session scheduling for students in need of services. Group therapy sessions when provided shall be for a duration of one (1) hour and will include up to a maximum of twelve (12) participants.

**(b) Parenting Education:**

The STEEMCC shall provide Therapy Sessions to equip parents and guardians with effective parenting techniques and strategies to foster healthy family dynamics, open communication, and a nurturing environment at home. By working with parents, the STEEMCC shall strengthen the support system surrounding each child. Therapy Sessions shall be at least three (3) scheduled telehealth visits with the parents, the student and a behavioral health professional.

**(c) Psychoeducation for Staff – to include Counselors, Teachers and Support Staff:**

The STEEMCC shall conduct in-person or virtual workshops and training sessions to counselors, teachers, and support staff in the St. Thomas/St. John School District to enhance the understanding of counselors, teachers and support staff as it relates to mental health challenges, and how to improve effective communication with students, and identify signs of distress.

The STEEMCC shall provide a monthly report to include a detailed confidential listing of all evaluation and group sessions conducted during the month. Reports are due by the 5<sup>th</sup> day of the following month and should be submitted to Symra-Dee Brown-Gumbs, Ed.D. at [symradee.brown@vide.vi](mailto:symradee.brown@vide.vi) and Rhona Pinney-Simon at [rhona.pinney@vide.vi](mailto:rhona.pinney@vide.vi)

**4. DESIGNATED REPRESENTATIVE**

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



**Department of Education designates:**

Symra-Dee Brown-Gumbs, Ed.D.  
Deputy Insular Superintendent  
1834 Kongens Gade  
St. Thomas, VI 00802

**St. Thomas East End Medical Center Corporation designates:**

Dr. Tess G. Richards, M.D.  
Interim Executive Director  
4605 Tutu Park mall Ste 207  
St. Thomas, VI 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 St. Thomas East End Medical Center Corporation 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 St. Thomas East End Medical Center Corporation of whatsoever nature, including but not limited to unemployment insurance and social security taxes for St. Thomas East End Medical Center Corporation, 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**

St. Thomas East End Medical Center Corporation 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 St. Thomas East End Medical Center Corporation under this MOU and arising from any cause, except the sole negligence of Government.

## **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 Ten (10) 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**

**Commissioner**

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

**DIONNE WELLS-HEDRINGTON, Ed.D.**

**Commissioner**

Department of Education  
1834 Kongens Gade  
St. Thomas, VI 00802

**TESS G. RICHARDS, M.D.**

**Interim Executive Director**

St. Thomas East End Medical  
Center Corporation  
4605 Tutu Park Mall Ste 207  
St. Thomas, VI 00802

**16. INSURANCE: St. Thomas East End Medical Center Corporation 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.
- (c) **WORKERS’ COMPENSATION:** Contractor shall supply current coverage under the Government Insurance Fund or other form of coverage.

**17. 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.

**GOVERNMENT OF THE VIRGIN ISLANDS**

05/29/2025

Dionne Wells-Heddrington, Ed.D.  
Commissioner  
Department of Education

Date

05/29/2025

TESS RICHARDS, M.D. (May 29, 2025 14:40 EDT)  
Tess G. Richards, M.D.  
St. Thomas East End Medical  
Center Corporation

Date

06/23/2025

Lisa M. Alejandro, Commissioner  
Department of Property and Procurement

Date

APPROVED AS TO LEGAL SUFFICIENCY  
DEPARTMENT OF JUSTICE BY:

Date 6/20/2025