

**REINSTATEMENT AND AMENDMENT OF
PROFESSIONAL SERVICES CONTRACT**

THIS AGREEMENT made as of the 16th day of October, 2015 in the Territory of the Virgin Islands, by and between the GOVERNMENT of the Virgin Islands DEPARTMENT OF PROPERTY AND PROCUREMENT, on behalf of the DEPARTMENT OF LABOR, (hereinafter referred to as "GOVERNMENT") and Mathematica Policy Research, Inc. (hereinafter referred to as "CONTRACTOR").

Both parties witness to being duly authorized to execute this agreement and will attest accordingly when and where necessary.

WITNESSETH:

WHEREAS, pursuant to Contract No. PC 135DOL14 approved by the Governor on August 8, 2014, the GOVERNMENT contracted with CONTRACTOR to provide a review of the Virgin Islands Department of Labor's reporting and validation system and date sources for validated benefits and employer contributions tax data; and

WHEREAS, the Contract expired pursuant to its terms on **February, 8, 2015**; and

WHEREAS, the parties desire to reinstate the Contract, and to further amend the Contract to extend its term for twelve (12) months from the date of approval by the Governor; and

WHEREAS, the reinstatement and extension of the Contract pursuant to this Reinstatement of Professional Services Contract shall not result in any change to the scope of work provided for under the Contract and shall not require an increase to the compensation originally provided for under the Contract.

NOW THEREFORE, for mutual and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

TERMS AND CONDITIONS:

1. The contract, is hereby reinstated and its term extended for twelve (12) months from the date of approval by the Governor.
2. This Reinstatement of the Professional Services Contract is subject to the approval of the Governor of the Virgin Islands.
3. Except as expressly amended in this Reinstatement and Amendment of Professional Services Contract, all terms of the Contract, remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year first above written.

WITNESS: GOVERNMENT OF THE VIRGIN ISLANDS

Rhona Martinez Catherine A. Hendry, Esq. 8-10-15
Catherine A. Hendry, Esq.
Commissioner Designee
Department of Labor
Date

Randolph Bennett 9/22/15
Randolph Bennett
Commissioner Designee
Department of Property & Procurement
Date

WITNESS CONTRACTOR

Pamela L. Tapscott 8-7-15
Pamela L. Tapscott
Vice President
Mathematica Policy Research, Inc.
Date

APPROVED:

Kenneth E. Mapp 10-06-15
Kenneth E. Mapp
Governor of the Virgin Islands
Date:

Approved For Legal Sufficiency Department of Justice:

By: Gayle Russell, AAG 9/22/15
Date:

[Handwritten initials]

PROFESSIONAL SERVICES CONTRACT

BY AND BETWEEN
GOVERNMENT OF THE VIRGIN ISLANDS,
DEPARTMENT OF PROPERTY & PROCUREMENT
ON BEHALF OF
DEPARTMENT OF LABOR
AND
MATHEMATICA POLICY RESEARCH, INC.

THIS Professional Services Contract (hereinafter referred to as the "Contract") is made this 8th day of August, 2014 in the Territory of the Virgin Islands, by and between the Government of the Virgin Islands, Department of Property & Procurement on behalf of the Department of Labor (hereinafter referred to as the "Government") and Mathematica Policy Research, Inc. (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, the Government is in need of the services of Contractor to provide an independent verification of the extent to which the Virgin Islands Department of Labor Unemployment Insurance benefits and tax data validation extract files meet federal requirements, which duties and responsibilities are more particularly described in Addendum I (Scope of Services) attached hereto; and

WHEREAS, Contractor 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.** Contractor will provide the services described in Addendum I (Scope of Services) attached hereto and made a part of this Contract.
2. **TERM.** This Contract shall commence upon the execution of this Contract by the Governor of the Virgin Islands and shall terminate six (6) months thereafter.
3. **COMPENSATION.** The Government, in consideration of the satisfactory performance of the services described in Addendum I (Scope of Services), agrees to pay Contractor an amount not to exceed **ONE HUNDRED TWENTY NINE THOUSAND SEVEN HUNDRED AND SIXTY FOUR (\$129,764) DOLLARS**, in accordance with the provisions set forth in Addendum II (Compensation) attached hereto and made a part of this Contract.
4. **TRAVEL EXPENSES.** Contractor agrees that travel expenses in the amount of **Fifteen Thousand One Hundred and Fifteen Dollars and Eighty cents (\$15,115.80)** are included in the quoted price set forth in Paragraph 3 above, and if additional travel is required to satisfy this Contract the cost must be approved by the Government.

PC135D0L14

[Handwritten signature] JW/5-16-14

**Contract For Professional Services
Between GVI and Mathematica Policy Research, Inc.**

5. **RECORDS.** Contractor, when applicable, will present documented, precise records of time and/or money expended under this Contract.
6. **PROFESSIONAL STANDARDS.** Contractor 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 Contract shall become the property of the Government and shall be turned over to it at the termination of this Contract. The above described materials shall not be used by Contractor or by any other person or entity except upon the written permission of the Government.
8. **LIABILITY OF OTHERS.** Nothing in this Contract shall be construed to impose any liability upon the Government to persons, firms, associations, or corporations engaged by Contractor 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 Contractor of whatsoever nature, including but not limited to unemployment insurance and social security taxes for Contractor, its servants, agents or independent contractors.
9. **ASSIGNMENT.** Except as otherwise provided in this Agreement, Contractor shall not subcontract or assign any part of the services under this Contract without the prior written consent of the Government.
10. **INDEMNIFICATION.** Contractor agrees to investigate, 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 Contractor under this Contract and arising from any cause, except the sole negligence of Government.
11. **INDEPENDENT CONTRACTOR.** Contractor shall perform this Contract as an independent Contractor and nothing herein contained shall be construed to be inconsistent with this relationship or status.
12. **GOVERNING LAW.** This Contract 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 Contract 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

Contract No.: PC135D0L14 Page 2 of 11

AB/13/14
Department Head's Initials/Date

GW/15-16-14
Contractor's Initials/Date

**Contract For Professional Services
Between GVI and Mathematica Policy Research, Inc.**

- (1) not a territorial officer or employee (i.e., the Governor, Lieutenant Governor, member of the Legislature or any other elected territorial official; or an officer or employee of the legislative, executive or judicial branch of the Government or any agency, board, commission or independent instrumentality of the Government, whether compensated on a salary, fee or contractual basis); or
- (2) a territorial officer or employee and, as such, has:
 - (i) familiarized itself with the provisions of Title 3, Chapter 37, of the Virgin Islands Code, pertaining to conflicts of interest, including the penalties provision set forth in section 1108 thereof;
 - (ii) not made, negotiated or influenced this Contract, in its official capacity;
 - (iii) no financial interest in this Contract as that term is defined in section 1101 (1) of said Code chapter.

21. **EFFECTIVE DATE.** The effective date of this Contract shall be the day of execution of the contract by the Governor.

22. **NOTICE.** Any notice required to be given by the terms of this Contract 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

Commissioner
Department of Property and Procurement
Sub Base, Building #1, Third Floor
St. Thomas, Virgin Islands 00802
340.774.0828;

Commissioner
Department of Labor
4401 Sion Farm
Christiansted, Virgin Islands 00820-4245
340.773-1994; and

CONTRACTOR

Mathematica Policy Research, Inc.
P.O. BOX 2393
PRINCETON, NJ 08543-2393
609.799.3535

23. **LICENSURE.** Contractor 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.

Contract No.: PC135D0L174
AG/3/14
Department Head's Initials / Date

GW/5-16-14
Contractor's Initials/Date

Contract For Professional Services
Between GVI and Mathematica Policy Research, Inc.

Lisa Hill

Lynn A. Millin Maduro
Lynn A. Millin Maduro, Esq.,
Commissioner
Department of Property and Procurement

8/5/14
Date

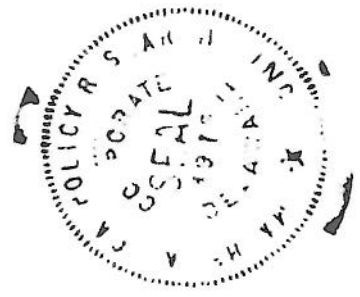
CONTRACTOR:

Mathematica

Pamela L. Tapscott
Pamela L. Tapscott
Vice President
Mathematica Policy Research, Inc.

5-16-14
Date

ATTEST: [Signature] [corporate seal]



APPROVED:

John P. de Jongh, Jr.
JOHN P. de JONGH, JR.
GOVERNOR OF THE VIRGIN ISLANDS

Date: 8/8/14

APPROVED AS TO LEGAL SUFFICIENCY
DEPARTMENT OF JUSTICE BY: [Signature] Date: 8/10/14

Purchase Order NO. _____

ACCOUNT CODE NO. _____

A. CERTIFICATE OF APPROVAL

I hereby certify that this is a true and exact copy of Contract No. _____ entered into between The Department of Property and Procurement and _____.

Lynn A. Millin Maduro, Commissioner
Department of Property and Procurement

Contract No.: PC135D0L14

Department Head's Initials / Date: AB 6/3/14

Contractor's Initials/Date: PLW/5-16-14

SCOPE OF SERVICES

SCOPE OF WORK TO BE PERFORMED

The scope of work to be performed is outlined in Attachment #1 – Mathematica Policy Research Proposal Document.

Contract No.: PC135D0L14

Page 7 of 11

Department Head's Initials / Date JA 6/3/14

GLW/5-16-14
Contractor's Initials/Date