

PRIVATE PROVIDER AGREEMENT – AUTHORIZATION FOR PAYMENT

THIS AGREEMENT is entered into this 16th day of October, 2018 by and between the Government of the U.S. Virgin Islands, **DEPARTMENT OF HUMAN SERVICES/DISABILITIES & VOCATIONAL REHABILITATION SERVICES** 3011 Golden Rock, Christiansted, St. Croix, VI 00820 (hereinafter referred to as “Human Services”) and **GRANTLEY SAMUEL** hereinafter referred to as “Provider”). This Agreement shall commence on July 09, 2018 and shall terminate on August 17, 2018. It shall become effective upon the date of final execution by all parties.

1. PROVIDER INFORMATION

Provider Business Name: **GRANTLEY SAMUEL**

Provider Physical Address: 4RB. Community Gardens, Est. Lower Love
Frederiksted, St. Croix VI

Provider Mailing Address: Post Office Box 2912
Frederiksted, VI 00841

Provider Telephone: (340) 332-3932

Tax ID / EIN Number: 66-0695058 U. S. Virgin Islands
Business License Number: 2-13857-1L

You are hereby authorized to provide training to the Department of Human Services, Disabilities & Vocational Rehabilitation Services participants.

2. JUSTIFICATION FOR SERVICES:

The Vocational Rehabilitation Program is operated in accordance with the Federal Rehabilitation Act of 1973, as amended by P.L. 114-95, enacted December 10, 2015 section 113 Provision of Pre-Employment Transition Services. In 2014, the Workforce Innovation and Opportunity Act (WIOA) amended the Rehabilitation Act. A section titled “Pre-Employment Transition Services” was added. It focuses on job-driven workforce services, increasing the employment rates for persons with disabilities, and the graduation rates for youth transitioning out of high school. Because of the WIOA, the Vocational Rehabilitation Program at the Department of Human Services is required to provide five (5) core services to prepare transitioning youth for employment beyond secondary school. The intent is to expose the youth to work so they can gain skills which will enhance their employability.

In accepting this authorization, the Provider agrees to the terms as follows:

To provide Agricultural training to Transitioning Youth authorized by the Department of Human Services, Disabilities & Vocational Rehabilitation Services Summer Agriculture Program.

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Private Provider's Initials: RS

3. GENERAL TERMS AND CONDITIONS

(A) Purpose:

To provide Agricultural Training to Transitioning Youth selected and approved by the Department of Human Services, Disabilities & Vocational Rehabilitation Services Summer Agricultural Program. **GRANTLEY SAMUEL** agrees to provide this training for a total of twelve (12) participants for six (6) weeks.

(B) Objective:

The Government of the Virgin Islands, Department of Human Services, will provide payment for the Summer Agricultural Program for approved Transitioning Youth to **GRANTLEY SAMUEL**.

(C) Basic Eligibility:

- 1) The Provider will be required to submit written documentation to satisfy the following criteria in accordance with Title 27 of the Virgin Islands Code.
 - (a) Current Business License
 - (b) Certificate of Liability Insurance with General Liability Insurance Listed
 - (c) Certificate of Good Standing
 - (d) Articles of Incorporation
 - (e) Resolutions or Memorandum of Authorizing Signatory

(D) Exclusion From Participation

Provider hereby agrees that no person shall be excluded from participating in, be denied the proceeds of or be subject to discrimination in the performance of this Agreement on account of race, creed, color, sex, religion, disability or national origin.


(E) Entire Agreement

This Contract constitutes the entire agreement of the parties relating to the subject matter addressed herein. This Contract supersedes all prior communications, contracts, or agreements between the parties with respect to the subject matter addressed in this Contract, whether written or oral.

(F) Debarment Certification

By execution of this Agreement, the Provider certifies that it is eligible to receive awards using federally appropriated funds and that it has not been suspended or debarred from entering into Agreements with any federal agency. The Provider shall include this provision in each of its sub-contracts hereunder and shall furnish its sub-contractors with the current "LIST OF PARTIES EXCLUDED FROM FEDERAL PROCUREMENT OR NON-PROCUREMENT." In the event the Provider or sub-contractor misrepresents its eligibility to receive awards using federal funds, the Provider or sub-contractor agrees that it shall not be entitled to payment for any service provided under this Agreement or sub-contract and that the Provider or sub-contractor shall promptly reimburse the Government of the Virgin Islands for any progress payments heretofore made. If, during the term of

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this Agreement, the Provider shall become ineligible to receive awards using federal funds, this Agreement shall be terminated forthwith for cause and the Provider shall not be entitled to payment for any services provided under this Agreement or sub-contract after the effective date of such ineligibility.

(G) Records

The Provider, when applicable, will present documented, precise records of time and/or money expended under this Contract.

(H) Professional Standards

The Provider agrees to maintain the professional standards applicable to its profession and to consultants doing business in the United States Virgin Islands.

(I) Liability Of Others

Nothing in this Agreement shall be construed to impose any liability upon the Government to persons, firms, associations, or corporations engaged by Provider 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 Provider of whatsoever nature, including but not limited to unemployment insurance and social security taxes for Contractor, its servants, agents or independent contractors

(J) False Claims

Provider warrants that it shall not, with respect to this Agreement, make or present any claim upon or against the Government of the Virgin Islands, or any officer, department, board, commission, or other agency thereof, knowing such claim to be false, fictitious or fraudulent. Provider acknowledges that making such false, fictitious, or fraudulent claim is an offense under Virgin Islands law.

(K) Termination

Either party will have the right to terminate this Agreement with or without cause on **TEN (10)** days written notice to the other party specifying the date of termination provided, however, should Provider elect to terminate this Agreement and has in its possession funds that have been unexpended, said funds shall be returned to the Government. If this Agreement is being terminated by either party or a third party due to Provider's misuse of said funds, Grantee shall reimburse said funds to the Government.

(L) Indemnification

Provider 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 Provider under this Contract and arising from any cause, except the sole negligence of Government.

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(M)NOTICE OF FEDERAL FUNDING

Provider acknowledges that this Agreement is funded in whole or in part, by federal funds. Provider warrants that it shall not with respect to this Agreement, make or present any claim knowing such claim to be false, fictitious or fraudulent. Provider acknowledges that making such a false, fictitious, or fraudulent claim is a federal offense.

4. PROVIDER SHALL PROVIDE THE FOLLOWING SERVICES FOR SIX (6) WEEKS:

a) Irrigation:

The participants will learn how to construct and dismantle the irrigation system used for watering the crops. They will also learn how to move the system from one area to another safely.

b) Land Preparation:

Land preparation for planting produce will be done by the Farmer because the participants are not authorized to operate the equipment. However, the participants are required observe the process of land preparation.

c) Seeding Germination:

The participants will fill trays with soil and plant seeds for sowing. When germination has taken place, the participants will assist the farmer in planting in the soil. Participants will harvest the crops when they are ready and engage in the marketing of those crops.

d) Weeding:

The participants will be required to remove wild weeds from around the plants whenever necessary.

In addition to the work that will be performed daily on the farm, scheduled presentations will be done by the Government of the Virgin Islands ("GVI") Local Agricultural staff. The participants will be educated about harmful pests and their ability to destroy our crops and they will also learn how the Local GVI Agricultural Department works with the United States Department of Agriculture (USDA) to protect our crops. Field trips will be an incorporated activity to visit GVI abattoir, other farmers in the area, to include poultry, animals and other vegetable farmers. Classroom training will be held at the nearby GVI Department of Agriculture. The classes will be taught by the teacher who will be working with the farmer. Participant students will learn the theoretical concepts of agriculture, the types of employment in the field and each participant's individual preparation required to access those opportunities.

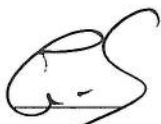
e) Small Tools

f) Appropriate area for rest

g) Drinking water

h) Pick-up lunch from UVI Cafeteria daily

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5. DEPARTMENT OF HUMAN SERVICES DISABILITY & VOCATIONAL REHABILITATION SERVICES RESPONSIBILITIES:

- a) Purchase lunch daily.
- b) Hire a teacher to coach and supervise the participants.
- c) Provide supplies to the participants, this includes hats, garden gloves, and small tools.
- d) Provide bathroom facilities.
- e) Vocational Rehabilitation Counselors will make weekly site visits.

6. COMPENSATION

Human Services in consideration of satisfactory performance of the services described in the General Terms and Conditions agrees to pay the Provider for services based on the following rate of **ONE THOUSAND, and 00/100 DOLLARS (\$1,000.00)** per participant not to exceed twelve (12) participants at a maximum cost of **TWELVE THOUSAND and 00/100 DOLLARS (\$12,000.00)**

- a. The provider will be paid at the end of the program per the number of participants that sign up.
- b. Invoices should be addressed to: The program Administrator

*Office of Disabilities & Vocational Rehabilitation Services
Department of Human Services
3011 Golden Rock
Christiansted, VI 00820-4355*

Invoices shall be submitted in a format approved by the DHS and contain sufficient detail to allow proper verification of charges. The Human Services reserves the right to request submission of copies of employee timesheets from the Provider for all staff assigned to the project. No invoices will be processed for payment until approved by the DHS-DRS Administrator.

The Provider shall submit an original invoice (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include:

1. Name and address of the Provider;
2. Invoice date and number;
3. Provider Agreement number;
4. Detail description of items being billed in accordance with *Terms of Compensation 6-A*;
5. Name and address of official to whom payment is to be addressed; and
6. Name, title, and phone number of person to notify in event of defective invoice.

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If the Provider becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Provider shall:

1. Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment, and
2. Provide a copy of the remittance and supporting documentation to the Disabilities & Vocational Rehabilitation Services Administrator.

The Provider shall maintain documentation for all charges against the Government under this Contract. The books, records and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of five (5) full years from the date of the final payment, and shall be subject to audit at any reasonable time and upon reasonable notice, by the Government, or any appropriate federal agency, or their duly appointed representatives. The records shall be maintained in accordance with Generally Accepted Accounting Principles (GAAP).

c. Please note any invoice submitted 60 days or longer after completion of services are subject to a delay in payment.

I have read this Agreement and understand and accept the terms stated. I understand that failure to comply with the terms of this Agreement may result in delayed or nonpayment for services rendered. Any changes or adjustments to this agreement must be done in writing.

[Signature]

Witness No. 1

[Signature]

Grantley Samuel

Date

8/3/18

Owner

[Signature]

Witness No. 2

[Signature]

Witness No. 1

[Signature]

Felecia L. Blyden, Commissioner

8/3/18

Date

DEPARTMENT OF HUMAN SERVICES

[Signature]

Witness No. 2

[Signature]

Witness No. 1

[Signature]

Lloyd T. Bough, Jr. Commissioner

10/16/18

Date

DEPARTMENT OF PROPERTY & PROCUREMENT

[Signature]

Witness No. 2

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Private Provider's Initials: [Signature]