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### CONTRACT FOR PROFESSIONAL SERVICES

**THIS AGREEMENT** is made this 10th day of January, 2023, 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 EDUCATION** whose address is 1834 Kongens Gade, St. Thomas, U.S. Virgin Islands 00802 (hereinafter referred to as **“Government”**) and **MILESTONE HEALTHCARE, LLC d/b/a MILESTONE STAFFING SERVICES** whose address is 275 W Campbell Rd Richardson, TX 75080 (hereinafter referred to as **“Contractor”**).

#### 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 must satisfy its statutory obligations outlined in 17 V.I.C §285(a) and Federal mandates described in the Individuals with Disabilities Act (**“IDEA”**) for the 2022-2023 School Year (SY); and

**WHEREAS**, the Government is in need of certain staffing services described in Addendum I (hereinafter defined as the **“Services”**) of the Contractor to provide specialized licensed and qualified staff to the Department consisting of Occupational Therapists, Physical Therapists, Speech Language Pathologists, Board Certified Behavioral Analysts, Registered Behavioral Technicians, Teachers of the Visually Impaired, Sign Language Interpreters, School Psychologists, and Licensed Certified Clinical Social Workers (hereinafter defined as the **“Contractor’s Therapists”**) The Contractor’s Therapists shall perform the Services in accordance with the scope of their professional license and as directed and instructed by the District Director of Special Education or his/her designee. The Services will be provided by Contractor’s Therapists to special needs’ students between the age of three to twenty-one (3-21), under the direction of the Department of Education in accordance with their Individualized Education Plans (IEPs) which duties and responsibilities are more particularly described in Addendum I (Scope of Services) attached hereto;

**WHEREAS**, the Government solicited the services under RFP No. **BD-22-400-4001-2(P)**; and

**WHEREAS**, the Contractor represents that it is willing and capable of providing such services; and

**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



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The Contractor will provide the services described in Addendum I (Scope of Services) attached hereto and made a part of this contract.

**2. TERM AND EFFECTIVE DATE**

This Contract term of the Contract shall be August 1, 2022 to July 31, 2023 and shall be effective upon the date of execution of this Contract by the Governor of the U.S. Virgin Islands. The Government in its sole discretion, shall have the option to renew this Contract for a period of four (4) additional one (1) year terms subject to the same terms noted herein, by providing the Contractor with sixty (60) days written notice of the Government’s election to renew.

**3. COMPENSATION**

The Government, in consideration of the satisfactory performance of the Services (as described in Addendum I Scope of Services), agrees to pay Contractor a sum not to exceed **Four Million, One Hundred Two Thousand, Five Hundred Sixty Dollars and Zero Cents (\$4,102,560.00)** in accordance with the provisions set forth in Addendum II (Compensation) attached hereto and made a part of this contract.

**4. TRAVEL EXPENSES**

Included in the compensation for Services as specified in Paragraph 3 (Compensation) above, the Government agrees to pay documented transportation, subsistence, lodging and other travel expenses, while in travel status, for trips which have been authorized in writing, in advance, by the Government. These costs shall be advanced or reimbursed on the same basis as is applicable to non-contract employees of the Government, or as agreed to by an addendum to this Contract, however, said costs and expenses shall not exceed N/A (\$ N/A).

**5. RECORDS**

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

**6. PROFESSIONAL STANDARDS**

The Contractor agrees to maintain the professional standards applicable to its profession and to consultants doing business for the Government of 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 other than those that, by



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professional standards and/or regulation belong to a licensed professional, 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, gross receipt, excise, and social security taxes for Contractor, its servants, agents or independent contractors.

## 9. ASSIGNMENT

The 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 indemnify, defend and hold harmless Government from and against any and all loss, damage, liability, claims, demands, detriments, costs, charges and expenses (including attorney's fees) and causes of action of whatsoever character which Government may incur, sustain or be subjected solely to the extent caused, during the performance of services under this Agreement, by the gross negligence and/or willful misconduct of the Contractor or anyone for whom the Contractor is legally responsible in connection with the provision of the Services.

## 11. INDEPENDENT CONTRACTOR

The 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



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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 shall in no event be construed to be a general waiver, modification or amendment of any of the terms, conditions or provisions of this Contract, but the same shall be strictly limited and restricted to the extent and occasion specified in such agreed upon and signed writing or writings.

**14. ENTIRE AGREEMENT**

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

**15. RIGHT TO WITHHOLD**

In the event that Contractor is obligated to indemnify the Government pursuant to the terms of, and for the losses and/or damages referenced in, Section 10 above the Government may withhold the amount for which the Contractor is obligated to indemnify it from any payment which is due hereunder.

No such withholding or application shall be made by Government if and while Contractor gives satisfactory assurance to Government that such claims will be paid by Contractor or its insurance carrier in accordance with the indemnification provision set forth in Section 10 above,

**16. CONDITION PRECEDENT**

This Contract shall be subject to the availability and appropriation of funds and to the approval of the Governor.

**17. TERMINATION**

Either party will have the right to terminate this Contract without cause on ninety (90) days written notice to the other party specifying the date of termination. Either party shall have the right to terminate this Contract in the event of a material breach by the other party upon the provision of thirty (30) days' prior written notice outlining such material breach and requiring a cure thereof if such material breach remains uncured at the conclusion of the thirty (30) day cure period.

**18. PARTIAL TERMINATION**

The performance of a portion of the Services under this Contract may be terminated by the Government, in part, whenever the Government shall deem such termination advisable by providing ninety (90) days written notice to the Contractor. This partial termination shall take



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effect by delivering to the Contractor a Notice of Partial Termination specifying the extent to which the Services to be provided under this Contract are terminated and the date upon which such termination becomes effective. The Contractor shall be entitled to receive payment for Services provided to the date of termination, including payment for the period of the ninety (90) days notice.

**19. 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 Contract on account of race, creed, color, sex, religion, disability or national origin.

**20. CONFLICT OF INTEREST**

- (a) Contractor 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 Contract.
- (b) Contractor further covenants that it is:
  - (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; and
    - (iii) no financial interest in the Contract as that term is defined in section 1101(1) of said Code chapter.

**21. 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**  
 Anthony D. Thomas  
 Commissioner  
 Department of Property and Procurement  
 8201 Sub Base, Suite 4  
 St. Thomas Virgin Islands 00802



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

**CONTRACTOR**

Lana Johnson, Vice President  
Milestone Healthcare LLC dba  
Milestone Staffing Services  
275 W Campbell Rd  
Richardson, Texas 75080

**22. LICENSURE**

The 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.

**23. OTHER PROVISIONS**

Addenda I, II, and III attached hereto are a part of this Contract and are incorporated herein by reference.

**24. DEBARMENT CERTIFICATION**

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

**25. FALSE CLAIMS**



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Contractor warrants that it shall not, with respect to this Contract, 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 claims to be false, fictitious or fraudulent. Contractor acknowledges that making such a false, fictitious or fraudulent claim is an offence under Virgin Islands law.

**26. NOTICE OF FEDERAL FUNDING**

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

**27. INSURANCE**

Contractor shall maintain the following insurance coverages during the term of this Contract

- (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) **HEALTH 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.

**28. FACSIMILE, ELECTRONIC & DIGITAL SIGNATURES**

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

**29. BILLING PROCEDURES and PAYMENT**

The Government will pay Contractor upon receipt of invoices to be submitted monthly which shall document the Services provided, the period of Services covered by the invoice, and the amount of fees in accordance with the compensation schedule agreed upon by the parties.



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Payment shall be considered timely if made by the Government within thirty (30) days after receipt of completed invoices. Payment shall be sent to the address designated by the Contractor. No payments in advance or anticipation of the Services to be provided under this Contract shall be made by the Government.

### 30. FORCE MAJEURE

Neither Party shall be liable to the other for any delays or failure to perform under this Contract, as a result of conditions reasonably beyond the Party's control including, but not limited to war, terrorist acts, riot, strikes, fire, pandemics, earthquakes, hurricanes, floods, or any other act of God.

**[THIS AREA IS INTENTIONALLY LEFT BLANK]**

*SBG*