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AMENDMENT No. 2 OF PROFESSIONAL SERVICES CONTRACT

THIS AMENDMENT made as of the 2nd day of August, 2024 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 **VIRGIN ISLANDS BUREAU OF CORRECTIONS** (hereinafter referred to as "**Government**") and **Evadne Sang, M.D., FAFCE**, whose address is P.O. Box 1112, Christiansted, VI 00820, (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. **P046BOCC19**, approved by the Governor of the Virgin Islands on August 17, 2019, and its Renewal, pursuant to Contract No. **P122BOCT21**, approved by the Commissioner of Property and Procurement on August 20, 2021, its Amendment No.1, pursuant to **Contract No. P147BOCT22** on August 16, 2022 (which constitutes and is hereinafter referred to as the "Contract"), the Government contracted with Contractor to provide psychiatric mental health services for prisoners within the custody of the Government; and

WHEREAS, Contract expires pursuant to its terms on **August 16, 2024**; and

WHEREAS, the parties desire to amend the Contract by extending its term by two years with an option to renew the Contract for one (1) additional period of two (2) years at the sole discretion of the Government and increasing the compensation under Amended Addendum II (Compensation) by Four Hundred Fifty Thousand Dollars and Zero Cents (\$450,000.00).

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 amended and its term extended by two (2) years by deleting all existing language contained in Paragraph 2 and replacing it with new language as follows:

"This Contract shall commence on August 17, 2019, and terminate on August 16, 2026." Upon the date of this Contract by the Governor of the United States Virgin Islands, this Contract shall become effective for the term set out herein. The Government, in its sole discretion, shall have the option to renew this contract for one (1) additional period of two



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(2) years, subject to the same terms noted herein, by providing the Contractor with sixty (60) days written notice of the Government's election to renew.

2. Paragraph No. 3 – The Contract is hereby amended and its compensation increased by adding (\$450,000.00) Four Hundred Fifty Thousand Dollars for a total amount not to exceed One Million Two Hundred Seventy-Five Thousand Dollars and Zero Cents (\$1,275,000.00) by deleting all of the existing language contained therein and replacing it with new language as follows:

“The Government, in consideration of the satisfactory performance of the services described in Amended Addendum I (Amended Scope of Services), agrees to pay Contractor the sum not to exceed One Million Two Hundred Seventy-Five Thousand Dollars and Zero Cents (\$1,275,000.00) in accordance with the provisions set forth in 2nd Amended Addendum II (2nd Amended Compensation), attached hereto and made a part of this Contract.

3. Amended Addendum II of this Contract is revised by deleting all terms contained therein and replacing it with the 2nd Amended Addendum II (2nd Amended Compensation) attached hereto.
4. This Amendment is subject to the approval of the Governor of the U.S. Virgin Islands and to the appropriation and availability of funds.
5. Except as expressly amended in this Amendment, all terms of the Contract remain in full force and effect.

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

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



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

WITNESSES

GOVERNMENT OF THE VIRGIN ISLANDS

Wynnie Testamark, Director
Bureau of Corrections

7/18/2024
Date

Lisa Alejandro, Commissioner
Department of Property & Procurement

7/29/2024
Date

CONTRACTOR

Evadne Sang, MD, FACFE
Psychiatrist

7/18/24
Date

APPROVED:

Honorable Albert Bryan Jr.
Governor of the U.S. Virgin Islands

Date: 8/02/2024

APPROVED AS TO LEGAL SUFFICIENCY

DEPARTMENT OF JUSTICE BY: Sean P. Bailey, AAG Date 7/30/2024

PURCHASE ORDER NO. _____

Amendment No. 2 to

Contract No. P046BOCC20 as Renewed by
P122BOCT21 and Amended by Amendment No. 1



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**AMENDMENT No. 1 OF
PROFESSIONAL SERVICES CONTRACT**

THIS AMENDMENT made as of the 16th day of August, 2022 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 **VIRGIN ISLANDS BUREAU OF CORRECTIONS** (hereinafter referred to as "**Government**") and **Evadne Sang, M.D., FACFE**, whose address is P.O. Box 1112, Christiansted, VI 00820, (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. **P046BOCC19**, approved by the Governor of the Virgin Islands on August 15, 2019, and its Renewal, pursuant to Contract No. **P122BOCT21**, approved by the Commissioner of Property and Procurement on August 20, 2021, (which constitutes and is hereinafter referred to as the "**Contract**"), the Government contracted with Contractor to provide psychiatric mental health services for prisoners within the custody of the Government; and

WHEREAS, the Contract expires pursuant to its terms on **August 16, 2022**; and

WHEREAS, the parties desire to amend the Contract by extending its term by two years with an option to renew the Contract for an additional two years at the sole discretion of the Government, adding services to Addendum I (Scope of Services), and increasing the compensation under Addendum II by creating a new annual compensation of Two Hundred Twenty-Five Thousand and 00/100 Dollars (\$225,000.00).

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 amended and its term extended by two years by deleting all existing language contained in Paragraph 2 and replacing it with new language as follows:

"This Contract shall commence on August 17, 2019, and terminate on August 16, 2024. Upon the date of execution of this Contract by the Commissioner of the Department of Property and Procurement, this Contract shall become effective for the term set out herein."

Contract No P147BOCT22

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2. Paragraph No. 3 – Compensation is hereby amended to increase the annual compensation to Two Hundred Twenty-Five Thousand Dollars and Zero Cents (\$225,000.00) for a total amount not to exceed Eight Hundred Twenty-Five Thousand and 00/100 Dollars (\$825,000.00) by deleting all of the existing language contained therein and replacing it with new language as follows:

“The Government, in consideration of the satisfactory performance of the services described in Amended Addendum I (Scope of Services), agrees to pay Contractor the sum not to exceed Eight Hundred Twenty-Five Thousand and 00/100 Dollars (\$825,000.00) in accordance with the provisions set forth in Amended Addendum II (Compensation), attached hereto and made a part of this Contract. Compensation under this Contract shall not exceed Two Hundred Twenty-Five Thousand and 00/100 Dollars in any one-year period.”

3. Addenda I and II of the Contract are revised by deleting all terms contained therein and inserting in lieu thereof all the terms contained in the Amended Addenda I and II, attached hereto as Exhibits “A” and “B,” respectively.
4. This Amendment is subject to the approval of the Commissioner of the Department of Property and Procurement and to the appropriation and availability of funds.
5. Except as expressly amended in this Amendment, all terms of the Contract remain in full force and effect.
6. **FACSIMILE, ELECTRONIC & DIGITAL SIGNATURES**

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



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

WITNESSES

GOVERNMENT OF THE VIRGIN ISLANDS

Elia Kote Wynne Testamark

Wynne Testamark, Director
Bureau of Corrections

8/11/2022
Date

Reginald A. Francis

Anthony D. Thomas
Anthony D. Thomas, Commissioner
Department of Property & Procurement

8/16/2022
Date

Evadne Sang

CONTRACTOR

Evadne Sang
Evadne Sang, MD, FACP
Psychiatrist

8/11/22
Date

APPROVED AS TO LEGAL SUFFICIENCY

DEPARTMENT OF JUSTICE BY: Michael R...
Assistant Attorney General

Date 8/16/2022

PURCHASE ORDER NO. _____

Contract No. P147BOCT22

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**EXERCISE OF RENEWAL OPTION
GOVERNMENT OF
THE UNITED STATES VIRGIN ISLANDS**

DEPARTMENT OF PROPERTY & PROCUREMENT

CONTRACT NO.: P046BOCC19

DATED: August 9, 2021

EXERCISE OF RENEWAL OPTION

Contractor

Description of Scope of Work/Services

| | |
|------------------------|---------------------------------------------------------------------------------------------------|
| Evadne Sang, MD, FACEP | Provide psychiatric mental health services to inmates in the custody of the Bureau of Corrections |
|------------------------|---------------------------------------------------------------------------------------------------|

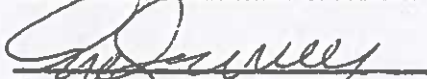
Pursuant to the renewal option provision of Contract No. P046BOCC19, and subject to the appropriation and allotment of necessary funds, notice is hereby given that the Government of the U.S. Virgin Islands, Bureau of Corrections exercises its option to renew and does hereby renew the aforementioned contract for the period August 17, 2021, to August 16, 2022, at the stipulated cost therein.

All the terms, covenants, and conditions of the contract affected shall continue in full force and effect. A facsimile, electronic or digital signature on this Contract shall be deemed an original and binding upon the Parties hereto.

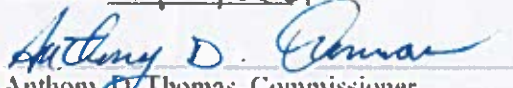
Please acknowledge receipt and acceptance hereby signing and returning the original to:

The Department of Property and Procurement
3274 Richmond
Christiansted, VI 00820


ACKNOWLEDGMENT & ACCEPTANCE:


Evadne Sang, MD, FACEP
Psychiatrist

DATE: 8/19/2021


Anthony D. Thomas, Commissioner
Department of Property & Procurement

GOVERNMENT OF THE VIRGIN ISLANDS


Wynnie Testamark, Director
Bureau of Corrections

DATE: 8/20/2021

DATE: 8/20/2021

Renewal No. 122BOCT21

CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made this 12 day of August 2019 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 Bureau of Corrections (hereinafter referred to as "Government") and Evadne Sang, M.D., FACFE (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, the Government is in need of the services of a Contractor to provide psychiatric mental health services, which duties and responsibilities are more particularly described in Addendum I (Scope of Services) attached hereto; and

WHEREAS, the Contractor was selected in accordance with 31 V.I.C. § 239(a)(8); 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

The 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 two (2) years thereafter. The Government in its sole discretion, shall have the option to renew this Contract for a period of one (1) additional year subject to the same terms noted herein, by providing the Contractor with ninety (90) days written notice of the Government's election to renew.

3. COMPENSATION

The Government, in consideration of the satisfactory performance of the services described in Addendum I (Scope of Services), agrees to pay Contractor the sum of One Hundred Twenty-five Thousand Dollars per annum (\$125,000.00), in accordance with the provisions set forth in Addendum II (Compensation) attached hereto and made a part of this contract. The compensation to be paid under this Contract shall not exceed Two Hundred Fifty Thousand Dollars (\$250,000.00) for the initial two-year period.

4. TRAVEL EXPENSES

Contract No. P046BOCC19

Contractor's Initials: ES

Inclusive of 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. The Contractor shall provide the Government with a monthly invoice for services rendered pursuant to this Contract.

6. PROFESSIONAL STANDARDS

The 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, 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 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

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

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 signed writing or writings.

14. ENTIRE AGREEMENT

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

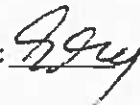
15. RIGHT TO WITHHOLD

If work under this Contract is not performed in accordance with the terms hereof, Government will have the right to withhold out of any payment due to Contractor, such sums as Government may deem ample to protect it against loss or to assure payment of claims arising therefrom, and, at its option, Government may apply such sums in such manner as Government may deem proper to secure itself or to satisfy such claims. Government will immediately notify the Contractor in writing in the event that it elects to exercise its right to withhold.

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, if applicable in the event that such contest is not successful.

16. CONDITION PRECEDENT

Contract No. P046BOCC19

Contractor's Initials: 

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 with or without cause on sixty (60) days written notice to the other party specifying the date of termination.

18. PARTIAL TERMINATION

The performance of work under this Contract may be terminated by the Government, in part, whenever the Government shall deem such termination advisable by providing sixty (60) days written notice to the Contractor. This partial termination shall be effected by delivering to the Contractor a Notice of Partial Termination specifying the extent to which the term and/or duties 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 sixty (60) day 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. 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

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

Wynnie Testamark,
Director
Bureau of Corrections
Golden Grove Adult Correctional Facility
RR 1, Box 9955
Kingshill, USVI 00850-9715

CONTRACTOR

Evadne Sang, MD, FACFE
PO Box 1112
Christiansted, VI 00821

23. 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.

24. OTHER PROVISIONS

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

25. 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.

26. FALSE CLAIMS

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.

27. INSURANCE

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


- (a) **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 two hundred fifty thousand dollars (\$250,000.00) per claim. The Government shall be listed thereon as a certificate holder.

[INTENTIONALLY LEFT BLANK]


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

WITNESSES:

GOVERNMENT OF THE VIRGIN ISLANDS

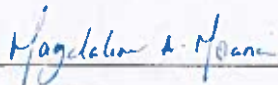


Wynn Testamark, Director
Bureau of Corrections





Wynnie Testamark, Director
Bureau of Corrections

8/12/19
Date



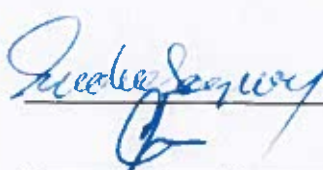
Magdelan A. Moore






Anthony D. Thomas, Commissioner
Department of Property and Procurement

8/15/2019
Date



Evadne Sang, MD, FACFE
Psychiatrist

CONTRACTOR


Evadne Sang, MD, FACFE
Psychiatrist

8/12/19
Date

APPROVED:



Honorable Albert Bryan Jr.
GOVERNOR OF THE VIRGIN ISLANDS

Date: 8-17-19

Contract No. P046BOCC19

Contractor's Initials: 