



PSC Amendment 2 for Judge Rotenberg Educational Services and DHS



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**AMENDMENT No. 2  
PROFESSIONAL SERVICES CONTRACT**

**THIS AMENDMENT** made as of the 21st day of February, 2025 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 HUMAN SERVICES** (hereinafter referred to as “**Government**”) and **THE JUDGE ROTENBERG EDUCATIONAL CENTER, Inc.** whose address is **240 Turnpike Street Canton, Massachusetts 02021** (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. **P023DHST23** approved by the Commissioner of the Department of Property and Procurement on February 3, 2023, as renewed by Renewal No. 1, approved by the Commissioner of the Department of Property and Procurement on June 27, 2023, and as amended by Amendment No. 1 approved by the Commissioner of the Department of Property and Procurement on August 22, 2023, and as renewed by Renewal No. 2, approved by the Commissioner of the Department of Property and Procurement on June 11, 2024 (which constitute and are hereinafter referred to as the “Contract”), the Government contracted with Contractor to provide residential treatment services for minor wards, and/or adults referred by the Government; and

**WHEREAS**, the Contract expires pursuant to its terms on June 30, 2025; and

**WHEREAS**, the parties desire to amend the Contract, to increase the compensation of the renewal option year 2 by Sixteen Thousand Five Hundred Thirty-Four Dollars and Twenty-Six Cents (\$16,534.26); and

**WHEREAS**, the amendment of the Contract pursuant to this Amendment of Professional Services Contract shall not result in any change to the scope of work 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:

initials



PSC Amendment 2 for Judge Rotenberg Educational Services and DHS  
**TERMS AND CONDITIONS**



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1. Addendum II, Compensation of the Contract are revised by deleting item 7 and replacing it with the below.

7. The Optional Renewal Years shall be billed at the daily rate of Nine Hundred Sixty-Five and 87/100 Dollars per day for Optional Renewal #1 and One Thousand Eleven Dollars and Seventeen Cents for Optional Renewal #2, per day.

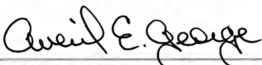
Option Year 1 (July 1, 2023 to June 30, 2024),	\$965.87 x 366 days	\$353,508.42
Option Year 2 (July 1, 2024 to June 30, 2025).	\$1,011.17 x 365 days	\$369,077.19

2. This Amendment is subject to the approval of the Governor of the Virgin Islands and to the appropriation and availability of funds.
3. Except as expressly amended in this Amendment, all terms of the Contract remain in full force and effect.
4. **FACSIMILE, ELECTRONIC & DIGITAL SIGNATURES**



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

The Parties have hereunto set their hands on the day and year as set forth below.

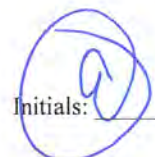
**GOVERNMENT OF THE VIRGIN ISLANDS**

  
Averil E. George, Commissioner  
Department of Human Services

Date: 12/13/24

  
Lisa Alejandro, Commissioner  
 Department of Property & Procurement

Date: 02/12/2025

  
Initials: a

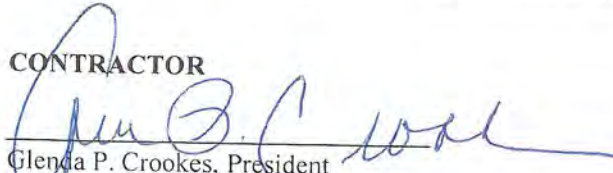


PSC Amendment 2 for Judge Rotenberg Educational Services and DHS



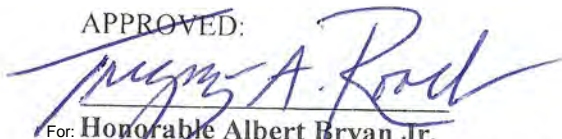
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CONTRACTOR

  
Glenda P. Crookes, President  
The Judge Rotenberg Educational Center, Inc.

Date: 12.12.2024

APPROVED:


  
For: Honorable Albert Bryan Jr.  
GOVERNOR OF THE VIRGIN ISLANDS

Date: 2/21/2025

APPROVED AS TO LEGAL SUFFICIENCY

DEPARTMENT OF JUSTICE BY: Sean P. Bailey, AAG Date 2/18/2025  
Assistant Attorney General

PURCHASE ORDER NO. \_\_\_\_\_

Initials: 



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**EXERCISE OF RENEWAL OPTION  
GOVERNMENT OF  
THE UNITED STATES VIRGIN ISLANDS  
DEPARTMENT OF PROPERTY & PROCUREMENT**

CONTRACT NO.: P023DHST23, Renewal Option #1 to P023DHST23 and Amendment 1

DATED: February 3, 2023

**EXERCISE OF RENEWAL OPTION # 2**

**Contractor**

**Description of Scope of Work/Services**

Judge Rotenberg Educational Center, Inc. 240 Turnpike Street Canton, Massachusetts 02021	Provide residential treatment services for minor wards, and/or adults referred by the Government.
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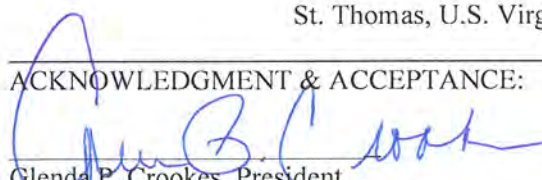
Pursuant to the renewal option provision of Contract No. P023DHST23 dated February 3, 2023, Renewal Option #1 to P023DHST23 dated June 27, 2023 and Amendment 1 to P023DHST23 dated August 22, 2023, and subject to the appropriation and allotment of necessary funds, notice is hereby given that the Government of the U.S. Virgin Islands, Department of Human Services exercises its option to renew and does hereby renew the aforementioned Contract for the period **July 1, 2024, to June 30, 2025**, to, at the stipulated cost therein.

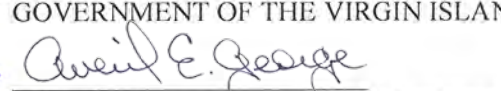
All the terms, covenants, and conditions of the contract affected shall continue in full force and effect. A facsimile, electronic or digital signature on this form shall be deemed an original and binding on the Parties hereto.

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

The Department of Human Services  
1303 Knud Hansen  
St. Thomas, U.S. Virgin Islands 00802


ACKNOWLEDGMENT & ACCEPTANCE: GOVERNMENT OF THE VIRGIN ISLANDS

  
Glenda P. Crookes, President  
The Judge Rotenberg Educational Center, Inc.

  
Averil E. George, Commissioner Designee  
Department of Human Services

Date: 4-30-2024

Date: 05/06/24

  
Lisa Alejandro, Commissioner  
Department of Property & Procurement

Date: 6/11/2024

Renewal Option no. 1 to P023DHST23 & Amendment 1





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**AMENDMENT No. 1  
PROFESSIONAL SERVICES CONTRACT**

**THIS AMENDMENT** made as of the 22nd day of August, 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 HUMAN SERVICES** (hereinafter referred to as "Government") and **THE JUDGE ROTENBERG EDUCATIONAL CENTER, Inc.** whose address is **240 Turnpike Street Canton, Massachusetts 02021** (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. **P023DHST23** and renewal option #1 approved by the Commissioner of Property and Procurement on February 3, 2023, and June 27, 2023, (which constitute and are hereinafter referred to as the "Contract"), the Government contracted with Contractor to provide residential treatment services for minor wards, and/or adults referred by the Government; and

**WHEREAS**, the Contract expires pursuant to its on June 30, 2024; and

**WHEREAS**, the parties desire to amend the Contract, to increase the compensation of the renewal option years by Forty-Two Thousand Eight Hundred Fifty-Seven and 35/100 Dollars (42,857.35); and

**WHEREAS**, the amendment of the Contract pursuant to this Amendment of Professional Services Contract shall not result in any change to the scope of work 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. Addendum II, Compensation of the Contract are revised by deleting item 7 and replacing it with the below.

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7. The Optional Renewal Years shall be billed at the daily rate of Nine Hundred Sixty-Five and 87/100 Dollars per day.

Option Year 1 (7/1/23-6/30/24)	\$965.87 x 366 days	\$353,508.42
Option Year 2 (7/1/24-6/30/25)	\$965.87 x 365 days	\$352,542.93


2. 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.
3. Except as expressly amended in this Amendment, all terms of the Contract remain in full force and effect.

#### 4. FACSIMILE, ELECTRONIC & DIGITAL SIGNATURES

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

The Parties have hereunto set their hands on the day and year as set forth below.

#### GOVERNMENT OF THE VIRGIN ISLANDS

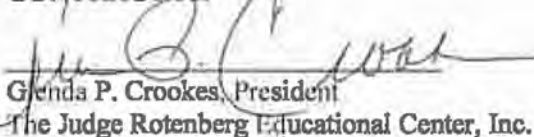
  
Kimberly Causey-Gomez, Commissioner  
Department of Human Services

Date: 07.21.2023

  
Lisa Alejandro, Commissioner Designee  
Department of Property & Procurement


Date: 8/22/2023

#### CONTRACTOR

  
Glenda P. Crookes, President  
The Judge Rotenberg Educational Center, Inc.

Date: 5.25.23

APPROVED AS TO LEGAL SUFFICIENCY

DEPARTMENT OF JUSTICE BY:  Date 8 / 17 / 2023  
Assistant Attorney General

PURCHASE ORDER NO. \_\_\_\_\_

Amendment No. 1 to  
Contract No. P023DHST23

  
Initial: 



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**EXERCISE OF RENEWAL OPTION  
GOVERNMENT OF  
THE UNITED STATES VIRGIN ISLANDS  
DEPARTMENT OF PROPERTY & PROCUREMENT**

CONTRACT NO.: P023DHST23

DATED: February 3, 2023

**EXERCISE OF RENEWAL OPTION # 1**

Contractor	Description of Scope of Work/Services
Judge Rotenberg Educational Center, Inc. 240 Turnpike Street Canton, Massachusetts 02021	Provide residential treatment services for minor wards, and/or adults referred by the Government.

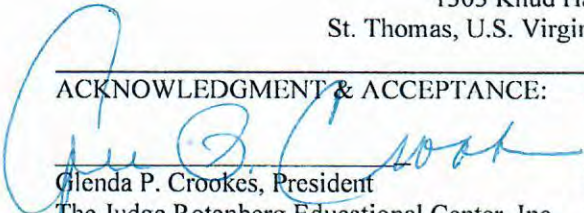
Pursuant to the renewal option provision of Contract No. P023DHST23, and subject to the appropriation and allotment of necessary funds, notice is hereby given that the Government of the U.S. Virgin Islands, Department of Human Services exercises its option to renew and does hereby renew the aforementioned Contract for the period July 1, 2023, to June 30, 2024, to, 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 form shall be deemed an original and binding on the Parties hereto.

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

The Department of Human Services  
1303 Knud Hansen  
St. Thomas, U.S. Virgin Islands 00802


ACKNOWLEDGMENT & ACCEPTANCE: GOVERNMENT OF THE VIRGIN ISLANDS

  
Glenda P. Crookes, President  
The Judge Rotenberg Educational Center, Inc.

  
Kimberley Causey Gomez, Commissioner  
Department of Human Services

Date: 5.26.2023

Date: 05.31.2023

  
Lisa Alejandro, Commissioner Nominee  
Department of Property & Procurement

Date: 6/27/2023

Renewal Option No.1 to P023DHST23



*The Judge Rotenberg Educational Center, Inc.  
Professional Service Contract  
GVI Department of Human Services*



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## CONTRACT FOR PROFESSIONAL SERVICES

**THIS AGREEMENT** is made this 3rd day of February, 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 Human Services** (hereinafter referred to as "Government") and **The Judge Rotenberg Educational Center, Inc.** (hereinafter referred to as "Contractor").

### WITNESSETH:

**WHEREAS**, the Government is in need of the services of a Contractor to provide residential treatment services for minor wards, and/or adults referred by the Government, which duties and responsibilities are more particularly described in Addendum I (Scope of Services) attached hereto; and

**WHEREAS**, the Department selected Contractor when it was ordered by the Superior Court of the Virgin Islands to seek an alternative residential facility to urgently treat a particular client in Case No. ST-2010-GU-019; and

**WHEREAS**, the client is still in urgent need of residential treatment and remains at Contractor's facility; 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 AND EFFECTIVE DATE

The term of this Contract shall be from July 1, 2022 to June 30, 2023. Upon the date of execution of this Contract by the Commissioner of the Department of Property and Procurement, this

Contract No. P023DHST23

1

Contractor's Initials:





*The Judge Rotenberg Educational Center, Inc.*

*Professional Service Contract*

*GVI Department of Human Services*

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 two (2) one-year periods subject to the same terms noted herein, by providing the Contractor with sixty (60) days written notice of the Government's election to renew



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### **3. COMPENSATION**

The Government, in consideration of the satisfactory performance of the services described in Addendum I (Scope of Services), agrees to pay Contractor a sum not to exceed **Three Hundred Nine Thousand Two Hundred Forty-Nine and 90/100 Dollars (\$309,249.90)** in accordance with the provisions set forth in Addendum II (Compensation) attached hereto and made a part of this contract.

### **4. TRAVEL EXPENSES**

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.

### **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.

Contract No. P023DHST23

Contractor's Initials:



*The Judge Rotenberg Educational Center, Inc.*  
*Professional Service Contract*  
*GVI Department of Human Services*



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## **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

Contract No. P023DHST23

Contractor's Initials: 



*The Judge Rotenberg Educational Center, Inc.*

*Professional Service Contract*

*GVI Department of Human Services*

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.



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#### **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**

This Contract shall be subject to the availability and appropriation of funds and to the approval of the Commissioner of the Department of Property and Procurement.

#### **17. TERMINATION**

Either party will have the right to terminate this Contract with or without cause on ninety (90) 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 NINETY (90) 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.

Contract No. P023DHST23

Contractor's Initials: 



*The Judge Rotenberg Educational Center, Inc.*

*Professional Service Contract*

*GVI Department of Human Services*

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) day notice.



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## 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

Contract No. P023DHST23

Contractor's Initials: 





*The Judge Rotenberg Educational Center, Inc.  
Professional Service Contract  
GVI Department of Human Services*



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Kimberley Causey-Gomez  
Commissioner  
Department of Human Services  
1303 Hospital Ground, Suite 1  
St. Thomas, Virgin Islands 00802

**CONTRACTOR**

Glenda P. Crookes  
President  
The Judge Rotenberg Education Center, Inc.  
240 Turnpike Street  
Canton, Massachusetts 02021

**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 and II 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



*The Judge Rotenberg Educational Center, Inc.*

*Professional Service Contract*

*GVI Department of Human Services*

shall promptly reimburse the Government of the Virgin Islands for any progress payments heretofore made.



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## **25. 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.

## **26. 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) **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.

## **27. FACSIMILE, ELECTRONIC & DIGITAL SIGNATURES**

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

Contract No. P023DHST23

Contractor's Initials:



The Judge Rotenberg Educational Center, Inc.  
Professional Service Contract  
GVI Department of Human Services



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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**

Laura Dennin

Kimberley Causey-Gomez

10/27/2022

Kimberley Causey-Gomez, Commissioner  
Department of Human Services

Date

Agablene A. Francis

Anthony D. Thomas

2/3/2023

Anthony D. Thomas, Commissioner  
Department of Property and Procurement

Date

Maryfermo

**CONTRACTOR**

Glenda P. Crookes

10.25.22

Glenda P. Crookes, President  
The Judge Rotenberg Educational Center, Inc.

Date

(Corporate seal, if Contractor is a corporation)

APPROVED AS TO LEGAL SUFFICIENCY

DEPARTMENT OF JUSTICE BY:

Carol McDonald

2/3/2023

Assistant Attorney General

PURCHASE ORDER NO. \_\_\_\_\_

Contract No. P023DHST23

Contractor's Initials:

GC