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

THIS AMENDMENT made as of the 11th day of September, 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 **VIRGIN ISLANDS BUREAU OF CORRECTIONS** (hereinafter referred to as "Government") and **Indelible Management Solutions, Inc.** whose address is 3800 Esplanade Way, Suite 210, Tallahassee, FL 32311 (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. **P075BOCT24** approved by the Governor of the U.S. Virgin Islands on September 24, 2024, (which constitutes and is hereinafter referred to as the "Contract"), the Government contracted with Contractor to source quality healthcare and mental health services to Bureau of Corrections inmates and staff; and

WHEREAS, the Contract expires pursuant to its terms on **September 24, 2025**; and

WHEREAS, the parties desire to amend the Contract to allow Registered Nurses and the Lead Registered Nurse to work overtime hours, and to add a new position for a Lead Registered Nurse;

WHEREAS, the amendment of this Contract pursuant to this Amendment No. 1 of Professional Services Contract shall not require an increase to the compensation originally provided for under the Contract; and

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 I and II of the Contract is revised by deleting all terms contained therein and inserting in lieu thereof all of the terms contained in the 1st Amended Addendum (1st Amended Scope of Services and 1st Amended Addendum II (1st Amended Compensation) attached hereto and incorporated into the Contract by this reference.
2. This Amendment is subject to the approval of the Governor of the U.S. Virgin Islands and to the appropriation and availability of funds.

Amendment No. 1 to
Contract No. P075BOCT24

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Initials: MDW



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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.



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

GOVERNMENT OF THE VIRGIN ISLANDS

W. Testamark

Wynnie Testamark, Director
Bureau of Corrections

8/13/2025
Date

Lisa M. Alejandro

Lisa M. Alejandro, Commissioner
Department of Property & Procurement

09/09/2025

Date

INDELIBLE MANAGEMENT SOLUTIONS, INC.

Michael D. White II

Michael D. White II, Director
Indelible Management Solutions Inc.

7/31/2025

Date

APPROVED:

Honorable Albert Bryan Jr.

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

Date: 9/11/2025

APPROVED AS TO LEGAL SUFFICIENCY
DEPARTMENT OF JUSTICE BY: Tyler Williams

Date 09/11/2025

PURCHASE ORDER NO. _____



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CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT is made this 24th day of September 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 Bureau of Corrections (hereinafter referred to as "Government" or "BOC") and Indelible Management Solutions, Inc. (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, the Government is in need of the services of a Contractor to source quality healthcare and mental health services to Bureau of Corrections inmates and staff, which duties and responsibilities are more particularly described in Addendum I (Scope of Services) attached hereto; and

WHEREAS, the Government solicited the services under RFP No. **BD-24-150-1502-315**; 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 shall provide the services described in Addendum I (Scope of Services) attached hereto and make a part of this Contract.

2. TERM AND EFFECTIVE DATE

This Contract shall be effective upon the date of execution of this Contract by the Governor of the U.S. Virgin Islands and shall terminate **one (1) year** thereafter. The Government in its sole discretion, shall have the option to renew this Contract for one additional period of **one (1) year** subject to the same terms noted herein, by providing the Contractor with sixty (60) days written notice of the Government's election to renew and subject to Contractor accepting the renewal in writing.

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 **Five Million, Eight Hundred Twenty-Four Thousand Dollars and Zero Cents (\$5,824,000.00)** in accordance with the provisions set forth in Addendum II (Compensation) attached hereto and made a part of this Contract.



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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, shall 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.

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.



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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 shall 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 shall immediately notify the Contractor in



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writing in the event that it elects to exercise its right to withhold and provide to Contractor in writing its good faith, reasonable basis for exercising 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 shall be paid by Contractor or its insurance carrier, if applicable in the event that such contest is not successful.

16. DISPUTE RESOLUTION

The parties agree that if any dispute arises between the parties under this Contract, the following dispute resolution procedure shall be followed:

- (a) In the event any conflict or disagreement arises under this Contract, neither party shall file any claim or suit against the other party until it has first provided written notice to the other party of the alleged dispute and submitted the dispute to mediation in the U.S. Virgin Islands. No lawsuit claim or controversy shall be filed until the conclusion of the mediation and certification by the mediator that an impasse has been reached or until ninety (90) days has passed, whichever comes first. The mediation shall be conducted under the rules of the American Mediation Association and any mediator chosen by the parties must be certified by said Association.
- (b) Pending all dispute resolution during the 90-day mediation period set forth herein and pending all resolution of any lawsuit or claim filed in the event mediation is not successful, Contractor shall continue to provide services to the Government until such request has been made whether by a court order, mediation judgment, or by the Government for the Contractor to stop services. During the pendency of any dispute resolution, to the extent that work continues under the Contract, the Government shall pay the Contractor for work performed in accordance with the provisions of Addendum II.

17. CONDITION PRECEDENT

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

18. TERMINATION

Either party shall 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.

19. 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



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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.

20. 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.

21. CONFLICT OF INTEREST

- (a) Contractor covenants that it has no interest and shall 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.

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

Lisa M. Alejandro
Commissioner
Department of Property and Procurement
8201 Subbase, Suite 4
St. Thomas Virgin Islands 00802



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Wynnie Testamark
Director
Bureau of Corrections
1 Negro Bay
Willaim D. Roebuck Park
Frederiksted, VI 00840

CONTRACTOR
Michael D. White, II
Director
Indelible Management Solutions, Inc.
3800 Esplanade Way, Suite 210
Tallahassee, FL 32311

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



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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) **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, and at least five million dollars (\$5,000,000.00) in umbrella/excess liability coverage. 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 the form of Employee Dishonesty, Errors and Omissions, which covers the services being performed under this Contract, with policy limits of not less than five million dollars (\$5,000,000.00) 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. HIPAA COMPLIANCE

Parties agree to respect and abide by all federal, state, and local laws pertaining to confidentiality with regard to all information and records obtained or reviewed in the courses of providing services under this Agreement and all federal rules under the Health Insurance Portability and Accountability Act (HIPAA) governing the privacy, security, and use of protected health information.

29. FACSIMILE, ELECTRONIC & DIGITAL SIGNATURES

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

[INTENTIONALLY LEFT BLANK – SIGNATURES FOLLOW]



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

GOVERNMENT OF THE VIRGIN ISLANDS

Wynnie Testamark

Wynnie Testamark, Director
Bureau of Corrections

Date: 9/17/2024

Lisa M. Alejandro

Lisa M. Alejandro, Commissioner
Department of Property and Procurement

Date: 9/18/2024

CONTRACTOR

Michael D. White II

Michael D. White II, Director
Indelible Management Solutions Inc.

Date: 09/13/2024

APPROVED AS TO LEGAL SUFFICIENCY
DEPARTMENT OF JUSTICE BY:

John S. Clement, Esq.
Deputy Attorney General

Date: 9/18/24

APPROVED:

Honorable Albert Bryan Jr.
Honorable Albert Bryan Jr.

GOVERNOR OF THE U.S. VIRGIN ISLANDS

Date: 9/24/24

PURCHASE ORDER NO. _____

RFP No. BD-24-150-1502-315
Contract No. P075BOCT24

Contractor's Initials: MDW