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**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE VIRGIN ISLANDS CASINO CONTROL COMMISSION
&
THE VIRGIN ISLANDS DEPARTMENT OF HEALTH
THROUGH
THE VIRGIN ISLANDS DEPARTMENT OF PROPERTY AND PROCUREMENT**

THIS **MEMORANDUM OF UNDERSTANDING** (“MOU”) is made this 24th day of October 2024, in the Territory of the Virgin Islands, by and between the Government of the Virgin Islands, Department of Health, Division of Behavioral Health and the Virgin Islands Casino Control Commission, each a “Party” or collectively “Parties,” through the Department of Property and Procurement.

WITNESSETH:

WHEREAS, pursuant to 19 V.I.C. § 1014(a), the Department of Health is responsible for providing all-inclusive services for people who suffer from behavioral health challenges or behavioral health disorders and is authorized to develop contracts to deliver safety net services; and

WHEREAS, pursuant to 19 V.I.C. § 1014(b), the Department of Health, through its Division of Behavioral Health (the “Division”), is responsible for providing technical assistance for program development with relevant departments or agencies to develop new resources to clinically assess and improve the availability and accessibility of comprehensive community support services to persons who suffer from behavioral health disorders; and

WHEREAS, the Division and the Casino Control Commission (the “Commission”) met and consulted, and both have determined to collaborate through the Division to develop, implement, and administer a program to contract with a third party to provide certification training of the Division’s clinical therapists in the treatment of persons with gambling disorders; and

WHEREAS, pursuant to 32 V.I.C. § 517(c), the Commission has agreed to fund such program from the Casino Revenue Fund as appropriated to treat and prevent gambling addiction by providing the training and certification of the Division’s clinical therapists in the treatment of persons with gambling disorders; and

WHEREAS, the Parties have a common interest in ensuring the availability of counseling



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services within the Territory for the treatment of persons with a gambling disorder; and

WHEREAS, the Parties desire to combine efforts to ensure the training and certification of the Division's clinical therapists in the treatment of persons with gambling disorders, by entering into this MOU.

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. TERM AND EFFECTIVE DATE

This MOU shall be effective upon the date of execution of this MOU by the Commissioner of the Department of Property and Procurement and shall terminate three years thereafter. The Government in its sole discretion shall have the option to renew this MOU for a period of three additional years subject to the same terms noted herein, by providing the Casino Control Commission with 60 days written notice of the Government's election to renew.

2. COSTS

There shall be no exchange of funds between the Parties for the performance of tasks under this MOU. Each Party shall bear all costs associated with the fulfillment of its responsibilities under this MOU.

3. RESPONSIBILITIES/TASKS

3.1 The Department of Health, through its Division of Behavioral Health, shall be responsible for:

- a. Identifying and collaborating with a third party to provide an on-line International Gambling Counseling Certification program to train clinical therapists employed at the Division's St. Croix and St. Thomas/St. John District offices to become International Certified Gambling Counselors - I (ICGC-I);
- b. Selecting individual clinical therapist trainees to receive certification training;
- c. Commencing certification training classes for the Division's clinical therapist trainees on how to treat persons with gambling disorders within thirty (30) days of executing this MOU;
- d. Completing certification training for the clinical therapist trainees within one hundred eighty (180) days after the commencement of the first training session; and
- e. Advising the public of the availability of certified clinical therapists in the treatment of persons with gambling disorders at the conclusion of the training.



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3.2 The Commission shall be responsible for:

- a. Coordinating with the Division to conduct workforce development training for disordered gambling through a third party, whose services shall be paid by the Commission. Those services shall not exceed Twelve Thousand Dollars and Zero Cents (\$12,000.00) for the cost of on-line training certification classes, training materials, and exam fees, which will include, but not be limited to, Board Approved Clinical Consultant, Board Certification Applications, and IGCCB Counselor Courses; and
- b. Remitting payment directly to the third party providing the training or the services pursuant to this Agreement within five (5) working days of receiving the proposed project cost for Board Approved Clinical Consultant, Board Certification Applications, IGCCB Counselor Courses, training material, and Certification Exam. Such payment shall be made prior to the start of the clinical courses or exam enrollment.

4. DESIGNATED REPRESENTATIVE

Each Party shall designate a representative to oversee its responsibilities under this MOU.

Department of Health designates:

Renan Steele
Deputy Commissioner

Virgin Islands Casino Control Commission designates:

Marvin L. Pickering
Chairman/CEO

5. LIABILITY OF OTHERS

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



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6. ASSIGNMENT

Neither Party shall subcontract or assign any part of the services or responsibilities under this MOU.

7. GOVERNING LAW

This MOU shall be governed by the laws of the United States Virgin Islands and jurisdiction shall remain in the United States Virgin Islands.

8. WAIVERS AND AMENDMENTS

No waiver, modification or amendment of any term condition or provision of this MOU 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 MOU, but the same shall be strictly limited and restricted to the extent and occasion specified in such signed writing or writings.

9. ENTIRE AGREEMENT

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

10. CONDITION PRECEDENT

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

11. TERMINATION

Either party will have the right to terminate this MOU with or without cause on sixty (60) days written notice to the other party, specifying the date of termination.

12. 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 MOU on account of race, creed, color, sex, religion, disability, or national origin.



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13. CONFLICT OF INTEREST

Both Parties covenant that each 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 MOU.

14. NOTICE

Any notice required to be given by the Terms of this MOU 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:

Lisa M. Alejandro
Commissioner
Department of Property and Procurement
8201 Sub Base, Suite 4
St. Thomas, VI 00802

Justa E. Encarnacion, RN, BSN, MBA/HCM
Commissioner
Department of Health
1303 Hospital Ground – Suite 10
St. Thomas, VI 00802

Marvin L. Pickering
Chairman/CEO
Virgin Islands Casino Control Commission
Eileen R. Petersen Casino
Control Commission Building
3005 Estate Orange Grove
Christiansted, VI 00820



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15. FASCIMILE, 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 as set forth below.

GOVERNMENT OF THE VIRGIN ISLANDS

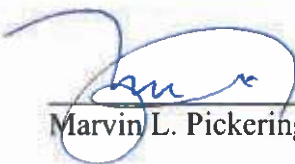

Justa E. Encarnacion, Commissioner
Department of Health

Date: 10/9/2024


Lisa M. Alejandro, Commissioner
Department of Property and Procurement

Date: 10/24/2024

VIRGIN ISLANDS CASINO CONTROL COMMISSION


Marvin L. Pickering, Chairman/CEO

Date: October 3, 2024

APPROVED AS TO LEGAL SUFFICIENCY

DEPARTMENT OF JUSTICE BY: Sean P. Bailey, A.A.G. Date 10/24/2024