

00124068

Letter of Agreement

THIS AGREEMENT (hereinafter referred to as the "Agreement") is entered into between the **National Council for Behavioral Health** (hereinafter referred to as the "National Council") located at 1400 K Street NW, Suite 400, Washington, DC 20005 and **Santa Rosa County School District** (hereinafter referred to as the "HOST") located at 6037 Highway 90, Milton, Florida 32570 as of June 1, 2019 (hereinafter referred to as the "Effective Date").

In consideration of the mutual agreements of the parties contained herein, and other good and valuable consideration, the parties hereto agree as follows:

Scope of Services

National Council will provide one (1) Three-Day Youth Instructor Certification Training on June 11, 2019 through and including June 13, 2019 ("Services"). The training is limited to fifteen (15) participants. National Council will employ staff or will retain an independent contractor ("Consultant") to perform the Services. National Council will obtain reasonable assurances from Consultant that Consultant maintains all currently required licenses or certifications in good standing necessary to perform the Services. Upon successful completion of the program, certified instructors will have access to the technical assistance provided by the National Council for a period of time no less than one (1) year from completion of the certification.

Please note that instructors are certified only to deliver the standard Youth Mental Health First Aid course and are not empowered to train other instructors in the program. Instructors must agree to preserve the fidelity of the program by following the National Council's guidelines and must deliver the Mental Health First Aid program three times a year to remain certified. The Instructor Certification Program does require that each participant complete the full three-day training as well as pass a short-written exam and evaluated presentation to achieve certification. To protect the integrity of the program, the National Council reserves the right to withhold certification of any training participant who does not meet the standards of the program.

Costs for the Project

The HOST agrees to pay the National Council a fixed fee of \$21,500.00 for the training inclusive of all travel, lodging and per diem for the two trainers, for work performed on this Engagement. If the HOST does not provide us the training address up to ten (10) business days in advance of the training start date, the National Council will: 1) invoice an additional \$1,000 to cover expedited travel costs, 2) invoice an additional \$500 for expedited materials and or 3) postpone the training to a future date that is mutually agreeable. In addition, if the training address changes more than fifty (50) miles from the originally provided location, the National Council reserves the right to invoice an additional \$1,000 to cover travel change fees.

The HOST agrees to manage the logistics of the program, including, but not limited to, promoting the event, selecting and communicating with participants prior to the training, providing the training facility and AV equipment identified by the National Council, and ensuring onsite technical and administrative support. In addition, the HOST agrees that the National Council has approval of all communication about the Mental Health First Aid program. Communication in this capacity includes, but is not limited to past trainings, area activities, and industry related campaigns.

Billing

HOST agrees to pay the National Council for the training a deposit of 50% (\$10,750.00) thirty (30) days prior to the training and pay the remaining balance (\$10,750.00) within thirty (30) days of program completion. The manuals be invoiced separately upon order and will be paid in full. HOST will pay National Council for such Services within thirty (30) business days of receiving an invoice.

Notices

Any notices to be given by either party under this Agreement will be sent by United States Postal Service, postage prepaid, certified, return receipt requested, or delivered by e mail and addressed to the other party as set forth below:

Notices to **National Council for Behavioral Health** will be addressed as follows:

Alaleh Banafshe, Contracts Administrator
National Council for Behavioral Health
1400 K Street NW, Suite 400
Washington, DC 20005
202-748-8786
AlalehB@thenationalcouncil.org

Notices to **Santa Rosa County School District** will be addressed as follows:

Autumn Wright, Mental Health Services Coordinator
Santa Rosa County School District
Doug A. Dillon Administrative Center
6032 Highway 90
Milton, Florida 32570
850-983-5568
WrightA@santarosa.k12.us

Work Product

HOST acknowledges that National Council is providing a standardized training with copyrighted curricula and supplemental materials already developed and used by National Council in delivered trainings for various other clients. National Council maintains all ownership rights to all Mental Health First Aid (MHFA) research, working papers, and Work Product already developed and created pursuant to the Agreement and that HOST has no ownership interest in any such research, working papers, or Work Product. Furthermore, HOST may not disclose any such research, working papers, or Work Product to any third party without National Council's prior written consent.

Nonperformance

National Council retains the right to terminate this agreement at any time if HOST is not performing the functions outlined within this agreement. Upon termination for nonperformance, HOST shall immediately return all records, paperwork, and files to the National Council. Payment of all fees shall be considered complete at time of such termination.

Term and Termination

The term of this Agreement will begin as of the Effective Date of this Agreement and will continue through and including **June 30, 2019** (hereinafter referred to as the "Engagement Term"). The HOST may reschedule or cancel the training at any time up to 60 days prior to the start of the training without penalty. Should HOST need to cancel or reschedule the training at any time for any reason within 60 days of the training, a 25% cancellation penalty will be incurred. Should the HOST need to cancel the training within thirty (30) days of the training, National Council will retain the 50% deposit referenced above.

Indemnification

Each Party to this Agreement shall indemnify and hold harmless the other party from and against all liability, claims, damages, costs, and expenses, including reasonable attorneys' fees, arising out of this Agreement. As a political subdivision of the State of Florida, the HOST expressly does not waive the limits of sovereign immunity as provided by the statutes or constitution of the State of Florida

Marketing

HOST agrees that National Council may add HOST's name to its HOST list for marketing purposes. The scope of work performed for HOST by National Council will not be publicized without prior written or verbal approval by HOST.

Independent Contractors

HOST, National Council and Consultant are separate and independent entities. The relationships between HOST, National Council and Consultant are purely contractual and neither HOST, National Council nor Consultant or their employees or agents, will be considered the employee or agent of any other.

Dispute

Any disputes arising under the terms of this Agreement, if unable to be resolved by the parties themselves, shall be resolved by arbitration, under the rules of the American Arbitration Association. Any arbitration shall occur within the State of Florida

Survival

HOST's obligations as set forth in Costs for the Project, Billing and Work Product Sections survive the termination of this Agreement.

Entire Agreement

This Agreement constitutes the entire Agreement between the parties. Any amendment to this Agreement shall be in writing and signed by both parties.

Arbitration

Except as otherwise provided, any claim, controversy or disagreement between or among the parties arising out of this Agreement, or breach thereof, which cannot be settled informally between the parties, will be referred to the State of Florida regional office of the American Arbitration Association ("AAA") for arbitration in accordance with the rules then existing for the AAA for its Commercial Arbitration Rules and in conformity with the laws of the State of Florida. Any decision or award rendered may be entered and enforced by any court having jurisdiction thereof.

Jurisdiction

This Agreement shall be construed and interpreted in accordance with the laws of the State of Florida.

Enforcement Costs

If either Party institutes an action or proceeding to enforce any rights arising under this Agreement, the Party prevailing in such action or proceeding will be paid all reasonable attorneys' fees and costs to be set by the AAA Arbitrator and to be included in the judgment entered in the arbitration.

Amendment

Except as otherwise stated in this Agreement, this Agreement may only be amended by a writing properly executed by duly authorized representatives of both parties.

In witness whereof, the parties have hereunto, by their duly authorized officers, set their hands and seals on the dates specified below.

National Council for Behavioral Health

Jeannie Campbell
Executive Vice President

Date

Santa Rosa County School District

Director of Student Services
Sherry Smith

Date