



The McLean County Board of Health Meeting
Wednesday, July 21, 2021, 2:00 p.m.,
at McLean County Health Department,
200 W. Front Street, Room 324, Bloomington, Illinois.
In-Person Meeting

SPECIAL MEETING OF THE BOARD OF HEALTH

AGENDA

1. Call to Order
2. Roll Call
3. Public Participation
4. Action Items
 - A. Approval of the amended Letter of Agreement with the national Council for mental Wellbeing for Youth Mental Health First Aid instructor training.
5. Adjournment

LETTER OF AGREEMENT

THIS AGREEMENT (“Agreement”) is entered into between the **NATIONAL COUNCIL FOR BEHAVIORAL HEALTH D/B/A “NATIONAL COUNCIL FOR MENTAL WELLBEING”** located at 1400 K Street NW, Suite 400, Washington, DC 20005 (“NATIONAL COUNCIL”), and **MCLEAN COUNTY HEALTH DEPARTMENT** located at 200 W Front St Bloomington, IL 61701-5048 (“HOST”) (each, a “Party” and collectively, the “Parties”), as of **July 1, 2021** (“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:

Type of Training	Training Dates	Cost
3- Day Youth (VIRTUAL)	August 18 – August 20, 2021	\$24,000.00
Total		\$24,000.00

Scope of Services

Dates may be subject to change through negotiation and subsequent Agreement between the NATIONAL COUNCIL and the HOST. Each training is limited to sixteen (16) 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 virtual training days 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 **\$24,000** inclusive of program management, technical assistance, and trainer fees for this Virtual Engagement. 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, and ensuring virtual 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 NATIONAL COUNCIL for the training within thirty (30) days of program completion. Should HOST require additional manuals outside of those furnished under this Agreement for the instructor training, National

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Council will invoice HOST separately upon order and will be paid in full. HOST will pay NATIONAL COUNCIL for such Services within thirty (30) 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 D/B/A NATIONAL COUNCIL FOR MENTAL WELLBEING** will be addressed as follows:

Alaleh Banafshe, Contracts Administrator
NATIONAL COUNCIL FOR BEHAVIORAL HEALTH D/B/A NATIONAL COUNCIL FOR MENTAL WELLBEING
1400 K Street NW, Suite 400
Washington, DC 20005
202-748-8786
AlalehB@thenationalcouncil.org

Notices to **MCLEAN COUNTY HEALTH DEPARTMENT** will be addressed as follows:

Jackie Dietrich, Senior Accounting Specialist
MCLEAN COUNTY HEALTH DEPARTMENT
200 W Front St
Bloomington, IL 61701-5048
309-888-5470
Jackie.Dietrich@mcleancountyil.gov

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 HOSTs. 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 upon a ten (10) days written notice 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 **September 30, 2021** ("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.

Severability

In the event any term or provision of this Agreement is declared to be invalid or illegal for any reason, this Agreement will remain in full force and effect and the same will be interpreted as though such invalid and illegal provision were not

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a part thereof. The remaining provisions will be construed to preserve the intent and purpose of this Agreement and a court of competent jurisdiction may modify such provisions held to be invalid or illegal to preserve each Party's anticipated benefits thereunder.

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.

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.

Survival

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

Waiver

No obligation of either Party under this Agreement may be waived except by mutual written Agreement of both Parties. The failure of a Party, at any time, to enforce any provision of this Agreement will not be construed as a waiver of the provision. Until each Party has completely performed all of its obligations under this Agreement, the other Party will be entitled to invoke any remedy available to it under this Agreement or at law. Furthermore, a waiver of one provision of this Agreement will not be construed as a waiver of any other provision, nor will it be construed as a waiver of the same or similar provisions in the future.

Third Parties

No term or provision of this Agreement is for the benefit of any person who is not a Party hereto (including, without limitation, any Consultant), and no such Party will have any right or cause of action hereunder.

Force Majeure

Except for payment of sums due (which can never be excused by force majeure), neither Party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such Party's performance of this Agreement is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the Party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; terrorism, and events related to such acts; pandemic; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the Party declaring force majeure which such Party is unable to prevent by exercising reasonable diligence.

(a) Force majeure shall not include the inability of either the Consultant or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits under the terms of this Agreement.

(b) If either Party is delayed at any time in its obligations under this Agreement by force majeure, the delayed Party shall notify the other Party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be sent in accordance with Section 5 above, and shall make a specific reference to this Section 6.10(b), thereby invoking its provisions. The delayed Party shall use its best efforts to cause such delay to cease as soon as practicable and shall notify the other Party in accordance with Section 5 above when it has done so. The time of completion of the delayed Party's obligations shall be automatically extended for a period of time equal to the time of the force majeure.

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Indemnification

Each Party to this Agreement shall indemnify and hold harmless the other Party from and against any and all third Party liabilities, including judgments, costs, and reasonable counsel fees, arising out of this Agreement, except as a result of either Party's gross negligence, willful misconduct, or bad faith.

Limitation of Liability

Except for a breach in confidentiality and gross negligence, in no event will:

- (i) **NATIONAL COUNCIL BE HELD LIABLE TO HOST FOR ANY INDIRECT, SPECIAL INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT OR OTHERWISE, ARISING FROM OR RELATED TO THIS AGREEMENT, WHETHER OR NOT HOST HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR**
- (i) NATIONAL COUNCIL be liable to HOST for attorney's fees and related costs incurred by HOST, except for NATIONAL COUNCIL's indemnification obligations set forth above, or
- (ii) The aggregate amount of liability of NATIONAL COUNCIL and Consultant for damages or allowed damages under or in connection with this Agreement, whether in contract, tort, or any other legal theory, shall not exceed two times the total amounts paid or payable by HOST hereunder.

Safety Precautions.

In the event of health threats as determined by the World Health Organization, the Centers for Disease Control, or local government authority or health agencies (including but not limited to the health threats of COVID-19, H1N1, or other similar infectious diseases), curtailment of transportation facilities, or other similar occurrence beyond the control of the NATIONAL COUNCIL, where any of those factors, circumstances, situations, or conditions or similar ones prevent, dissuade, or unreasonably delay the performance of the Agreement. NATIONAL COUNCIL may at its sole discretion offer all consultation(s) and or training(s) virtually to the HOST.

Governing Law

This Agreement shall be construed and interpreted in accordance with the laws of the State of Illinois (without regard to its conflict of laws provisions).

Dispute resolution

The Parties will attempt in good faith to resolve any dispute or claim arising out of or in relation to this Agreement through negotiations between a director of each of the Parties with authority to settle the relevant dispute. If the dispute cannot be settled amicably within thirty (30) days from the date on which either Party has served written notice on the other of the dispute then the aggrieved Party may commence an action, suit or proceeding in a court of competent jurisdiction in the District of Columbia.

Venue

In the event of litigation, venue for any claim shall lie exclusively in a court of competent jurisdiction in the County of McLean. Each Party: (a) agrees that it is subject to the exclusive jurisdiction of such courts, (b) expressly waives any and all arguments that such courts are inappropriate or inconvenient, and (c) shall be responsible for its own attorneys' fees and costs for such litigation.

Waiver of Trial by Jury

Each Party irrevocably waives, to the maximum extent permitted by law, all rights to trial by jury and all rights to immunity by sovereignty or otherwise any action, proceeding or counterclaim arising out of or relating to this Agreement. If a Party fails to withdraw a request for a jury trial in a lawsuit arising out of this Agreement after written notice by the other Party of violation of this section, the Party making the request for jury trial shall be liable for the

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reasonable attorneys' fees and costs of the other Party in contesting the request for jury trial, and such amounts shall be awarded by the court in adjudicating the motion.

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.

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.

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
D/B/A NATIONAL COUNCIL FOR MENTAL WELLBEING**

By: _____
Jeannie Campbell
Executive Vice President

Date

MCLEAN COUNTY HEALTH DEPARTMENT

By: _____
Carla Pohl
Board of Health President, McLean County Health Department

Date