

GRANT AGREEMENT

“Mental Health First Aid Training”

This Grant Agreement (“Agreement”) is effective upon last date of last signature (“Effective Date”), between the **University of North Texas Health Science Center** (“Institution”), with an address at 3500 Camp Bowie Blvd., Fort Worth, Texas 76107, and **Hill Country Mental Health and Developmental Disabilities Centers** (“Grantee”), with an address at 819 Water Street, Suite 300, Kerrville, TX 78028.

WHEREAS, the parties desire to enter into an agreement for the purpose of performing the work proposed in Grantee’s proposal, attached hereto as Exhibit A, submitted on October 28, 2019 entitled Mental Health First Aid Training pursuant to the National Library of Medicine (NLM) award number 5UG4LM012345 (“Grant”).

NOW, THEREFORE, in consideration of the mutual promises contained herein, and intending to be legally bound hereby, the parties agree as follows:

1. The term of this agreement begins on the Effective Date, and the agreement shall terminate on April 30, 2020, unless otherwise extended by mutual written agreement of both parties.
2. The requirements as stated in Exhibit A and any addenda thereto, are incorporated into and made a part of this Agreement. In the event of a conflict in the language contained in the incorporated documents, conflicts shall be resolved by reference to the language contained in the documents in the following order: this Agreement and then Exhibit A - Proposal.
3. This is a Cost Reimbursable Agreement. The maximum level of allowable costs that may be incurred pursuant to the Grantee portion of the Grant is Twenty-five Thousand Dollars (**\$25,000.00**) that represents Institution’s maximum cost reimbursable obligation. Payment shall be based upon the criteria described in the Exhibit A. Detailed invoices shall be submitted to Institution on a monthly basis and proof of costs shall be provided. Institution will, upon receipt, review and approval of properly submitted invoices for appropriate services, reimburse Grantee for allowable costs incurred. Grantee shall submit its final invoice to the Institution no later than 30 days after the termination date of this Agreement.
4. Work performed under this agreement is subject to the federal grant guidelines laid out in 2 CFR 200.
5. Institution is obligated and responsible to the NLM for control and accountability of grant funds. Accordingly, Grantee agrees to permit Institution or its duly authorized representatives and/or federal or state auditors to audit any and all records for this project at any reasonable time.
6. This Agreement may be executed in one or more counterparts by the parties by signature of a person having authority to bind the party, which may be by fax, by electronic mail in “portable document format” (“.pdf”), or by any other electronic means intended to preserve the original graphic and pictorial appearance of the Agreement, which shall have the same

effect as physical delivery of the paper document bearing the original signature and all of which will constitute but one and the same Agreement.

7. This Agreement is issued pursuant to the provisions set forth in the Grant. If this Grant is amended and the amendment causes this Agreement to be inconsistent with, or contrary to the Grant, the parties hereto agree that they will, upon receipt, negotiate in good faith upon such amendments to the Agreement as may be necessary to make this Agreement consistent with requirements of the Grant. In the event the parties are unable to resolve inconsistencies satisfactorily; either party may terminate this Agreement in accordance with Paragraph 17 of this Agreement.
8. To the extent permitted by law, Grantee agrees to be liable for all losses, expenses, demands and claims including, but not limited to, those for illnesses, bodily injury, death, property damage or loss of property, attorneys' fees and court costs arising in any manner under this Agreement that were caused by the acts, omissions or negligence of Grantee, its employees or agents.
9. Grantee is liable for payment of any costs incurred by Grantee under this Agreement which may be properly disallowed by Institution, the funding agency or other appropriate official.
10. Grantee shall provide prompt notice to Institution of any claim filed or threatened against Grantee, Grantee's employees or agents of Grantee in connection with the Grant or this Agreement.
11. Institution shall be promptly notified by any material delay in performance of specified services and shall have specified in writing the revised performance date as soon as practical after notice of delay. The parties agree that, if by reason of strike or other labor disputes, civil disorder, inclement weather, acts of God, or other unavoidable cause, either party is unable to entirely perform its obligations, such non-performance shall not be considered a breach of the Agreement. Further, if such causes mentioned herein prevent the performance of the obligations of either party to this Agreement, in whole or in part, this Agreement may be modified by mutual consent of the parties.
12. Any notice required under this Agreement shall be in writing and shall be given by certified mail, return receipt requested, addressed as follows:

If to the University of North Texas Health Science Center, to the attention of:

ATTENTION: Director, Contracts
Office of Grant and Contract Management
University of North Texas Health Science Center
3500 Camp Bowie Boulevard
Fort Worth, TX 76107-2699
Telephone: (817) 735-5073

OGCMContracts@unthsc.edu

For project or invoice matters, to the attention of:

[REDACTED]
National Network of Libraries of Medicine, South Central Region
Gibson D. Lewis Health Science Library
UNT Health Science Center
[REDACTED]
Fort Worth, Texas 76107
[REDACTED]

If to the Grantee, to the attention of:

[REDACTED]
Hill Country MHDD Centers
819 Water St., Ste. 300
Kerrville, TX 78028
[REDACTED]

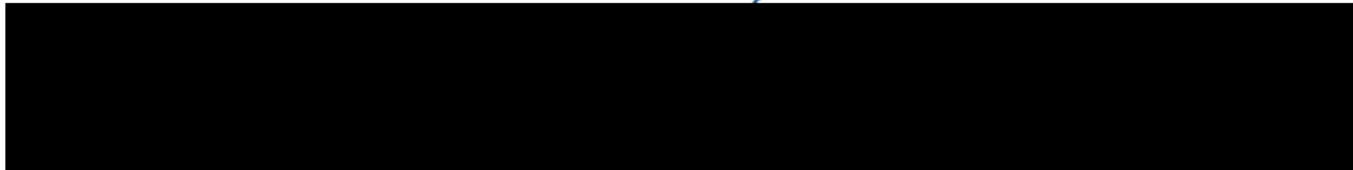
13. The name and address to which mailing shall be made may be changed from time to time by a notice as set forth above.
14. A waiver by either party of any of the terms or conditions, provision, or covenants of the Agreement in any instance shall not be deemed or construed to be a waiver of any such terms, conditions, provisions, or covenants for the future, or subsequent breach of same, unless it be in writing and signed by a duly authorized party waiving the same.
15. If any provision of this Agreement, as applied to either party or to any circumstances, shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of the Agreement or the validity or enforceability of this Agreement.
16. Either party may terminate this Agreement, with or without cause, with sixty (60) days prior written notice. Institution may, by written notice, terminate this Agreement in whole or in part at any time, for failure of the Grantee to fulfill contractual obligations. Upon receipt of such notice, all service affected (unless the notice directs otherwise) shall be immediately discontinued and all data, reports, summaries, and such other information and material as may have been prepared for and/or accumulated in the performance of this Agreement, whether completed or in process, shall be delivered to Institution.
17. Grantee represents and warrants that no Regent, officer, employee, student or agent of Institution has been or will be employed, retained or paid a fee, or otherwise has received or will receive any personal compensation or consideration by or from Grantee or any of Grantee's directors, officers, employees, agents or legal representatives in connection with the obtaining, arranging or negotiating of the Agreement.
18. It is understood that any relationship created by this Agreement between the parties shall be that of independent contractors. Under no circumstances shall either party be deemed an employee of the other nor shall either party act as an agent of the other party. Any and all joint venture, joint enterprise, or partnership status is hereby expressly denied and the parties expressly state that they have not formed expressly or impliedly a joint venture, joint enterprise, or partnership.
19. By execution of this Agreement, Grantee certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency. Should Grantee at any time during the performance of this Agreement become debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in Federal awards, it will immediately notify Institution.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed as of the date set forth above.

**Grantee: Hill County Mental Health and
Development Disabilities Center**

**Institution: University of North Texas
Health Science Center**



Date: January 13, 2020

Date: 1/23/2020

Scope of Work: Vendor agreement for Mental Health First Aid Training

Date: 10.28.19 DRAFT

Vendor: Hill County Mental Health and Developmental Disabilities Center

Contract maximum amount: \$ 25,000

Period of Performance: November 15, 2019 – April 30, 2020

Project Summary

The NNLM SCR has collaborated with the Texas State Library and Archives Commission (TSLAC) to offer professional development coursework for Public Library staff throughout Texas to ‘improve their mental health knowledge and skills when responding to early-stage mental illnesses and mental health crises.’ (*p. i. Mental Health First Aid USA, 1st edition - Adult (revised) and Youth Mental Health First Aid*) Public Library staff consistently encounter patrons who experience mental health crises and staff need training in how to effectively communicate and manage interpersonal interactions with patrons in crises.

TSLAC has supported preliminary training to Public Librarians throughout Texas and has found that demand for professional development in this area is very high. The NNLM SCR is excited to partner with TSLAC to extend the availability of the curriculum throughout Texas by offering financial support for course attendee registration.

Project Goal and Implementation:

The ‘**Mental Health First Aid for Adults** and **Youth Mental Health First Aid**’ will be offered to Public Libraries throughout Texas from November 15, 2019 through April 30, 2020.

TSLAC will identify Public Libraries (host sites) who request these in-service training sessions for their library staff. TSLAC will serve as the liaison between the Public Library host sites and the agency who will provide expert course instructors. The current agency who will provide instructional services is: Hill County Mental Health and Developmental Disabilities Center (i.e. training vendor)

The training vendor will develop the curriculum, offer the course, collect course attendance, and course evaluation materials. Additionally, the training vendor will invoice the NNLM SCR directly for services rendered.

Budget Justification:

NNLM SCR will provide funding to reimburse the Hill County Mental Health and Developmental Disabilities Center for in-service training provided to Public Library staff to attend the ‘Mental Health First Aid’ Course. Hill County Mental Health and Developmental Disabilities Center may request reimbursement up to \$ 25,000

- Training sessions will take place from November 15, 2019 – April 30, 2020.

- Training sessions must have a minimum attendance of 20 and a maximum attendance of 30
- Training sessions will incur an average cost of \$40 full day sessions and \$45 for half-day sessions per participant.
- Training sessions will be held primarily within the 19 counties served by Hill Country MHDD
- The Course instructors employed by the Hill County Mental Health and Developmental Disabilities Center will work with TSLAC to solicit course attendance, promote the course, register attendees and offer the curriculum.
- Course instructors will collect reporting information from attendees and the Hill County Mental Health and Developmental Disabilities Center will submit to NNLM SCR with the course invoice.
- Invoices must include:
 - Class Title, Host agency where event was offered, Class date, Number of attendees, Instructor name, Instructor agency, Course attendee List.
- All invoices MUST be submitted to NNLM SCR no later than 60 days following the final termination date of the contract (4/30/2020) for reimbursement. Invoices received after this date are ineligible for reimbursement.
- In addition to submitting the invoices to NNLM for reimbursement, Hill County Mental Health and Developmental Disabilities Center will forward a copy of all invoices to TSLAC.

Program Summary: TSLAC will provide a program summary to NNLM at the completion of the program describing the program reach, participant count, counties served and summative overview of course evaluation data collected.

Declaration of Procurement Method

The attached contract document has been issued as a result of either a sole source or proprietary justification approved by the University of North Texas System Procurement Department.

The approved justification form is on file with the UNT System Procurement Department records.