

INTERLOCAL COOPERATION AGREEMENT BETWEEN COLLIN COUNTY MENTAL HEALTH MENTAL RETARDATION CENTER AND COLLIN COUNTY COMMUNITY COLLEGE DISTRICT

FOR MENTAL HEALTH FIRST AID TRAINING

This INTERLOCAL COOPERATION AGREEMENT ("Agreement") is entered into by and between Collin County Mental Health Mental Retardation Center dba "LifePath Systems" ("Performing Agency") and Collin County Community College District ("Collin College" or "Receiving Agency"). LifePath Systems and Collin College may be individually referred to herein as a "Party" and collectively as the "Parties", pursuant to the authority granted and in compliance with the

WHEREAS the Interlocal Cooperation Act provides authority for entities such as Collin College and LifePath Systems to enter into Interlocal agreements with each other to perform governmental functions and services as set forth in the act.

I. STATEMENT OF SERVICES TO BE PERFORMED

provisions of "The Interlocal Cooperation Act", Texas Government Code, Chapter 791.

The purpose of the Agreement is to create a relationship between the Parties in which LifePath Systems will assist Collin College in providing Mental Health First Aid ("MHFA") training to individuals in accordance with Health and Human Services Commission (HHSC) Mental Health First Aid Grant Program requirements ("Grant Requirements").

II. FEES

No fees are expected to be exchanged between the Parties during the Term (as later defined), except as specifically outlined in this Agreement. Each Party shall be responsible for its own costs if any are incurred. This Agreement between LifePath Systems and Collin College only covers services performed related to MHFA Training. This Agreement does not cover MHFA Outreach Workers.

Any amounts billed to HHSC will be in compliance with the Grant Requirements and shall utilize the number of MHFA trainees reported by Collin College. LifePath Systems may provide MHFA support services as outlined in Section III: Requirements of Agreement below only as long as funding is available through HHSC.

III. REQUIREMENTS OF AGREEMENT:

- A. Collin College will collaborate with LifePath Systems in the following ways:
 - 1. Provide Mental Health First Aid training in accordance with the standards developed by the National Council for Mental Wellbeing and in accordance with Grant Requirements.
 - 2. Coordinate materials pick-up from MHFA Coordinator prior to scheduled course(s).
 - a) Should materials provided be in excess of what is needed to conduct the MHFA class, excess materials not utilized must be returned to LifePath Systems MHFA Coordinater within 3 days of scheduled class.
 - 3. Print sign in sheet sent from MHFA Coordinator or use approved electronic sign-in/roster for virtual courses.
 - 4. Inform the MHFA Coordinator of course delivery method.
 - 5. Provide course roster to the MHFA Coordinator no less than two weeks prior to a scheduled course unless approved by LifePath Systems.
 - 6. Conduct reasonable marketing and advertising for the course(s).



- 7. Provide any additional supplies (flip charts, blank piece of paper, pens/pencils, etc.) to facilitate Mental Health First Aid classes.
- 8. Submit completed sign-in sheets to the MHFA Coordinator within 24 hours of course completion via a mutually agreed upon method.
- 9. Should Collin College wish to send a staff member to a Youth Mental Health First Aid 'Train-the-Trainer' course, LifePath Systems may reimburse Collin College up to half the total cost of attending said training.
 - a) The intended Collin College staff member must attend the Train-the-Trainer course on the scheduled date and in its entirety; and
 - b) The intended Collin College staff member must teach three required Youth Mental Health First Aid courses within a year of obtaining their certification to teach Youth Mental Health First Aid
 - c) If Collin College fails to meet the requirements above, Collin College will be required to repay any applicable funding received from LifePath Systems.
- B. LifePath Systems will collaborate with Collin College in the following ways:
 - 1. Designate a MHFA Coordinator.
 - 2. Set up courses in MHFA Connect.
 - 3. Once a course roster is provided, LifePath Systems will provide the necessary materials such as books or Participant Processing Guides (PPGs) for in-person classes.
 - 4. Create user accounts and enroll users into the course.
 - 5. Send out all mutually agreed upon communications to course participants.
 - 6. Close the course.

IV. TERM OF AGREEMENT:

The Agreement is to begin $\frac{11}{01}$ ("Term") and shall terminate on $\frac{08}{31}$, unless terminated earlier as provided herein.

V. TERMINATION OF AGREEMENT:

Either Party may terminate this Agreement for any reason, without cause, and at any time by furnishing to the other Party prior written notice. This Agreement may be canceled by either party by giving **thirty (30)** days' notice to the other party. Such termination notice shall be effective upon receipt by the other Party. Following written notification of intent to terminate and until the agreed upon date of termination, performing agency will continue to have the responsibility to provide services under this Agreement and receiving agency will continue to have the responsibility to pay for the services in the manner specified in the Agreement, if applicable.

A. Termination for Lack of Funding: In the event that funding is not appropriated, allocated, or otherwise made available by HHSC to support the continuation of this Agreement, either party may terminate this Agreement immediately upon written notice to the other party. No further obligations or liabilities shall accrue to either party after the effective date of termination.

VI. COMPLIANCE WITH LAW

In performing services pursuant to this Agreement, each Party shall comply with all applicable federal, state, county, and city statutes, regulations, rules, and ordinances. To the extent allowed under appliable laws, each Party intends to notify the other Party of any violation of law, regulation, or ordinance that relate to services or data obtained or provided under this Agreement promptly after the noticing Party, its employees, subcontractors or agents become aware of it and without regard to whether the noticing Party or its employees, subcontractors or agents are involved or merely witnesses.

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VII. GOVERNING LAW AND VENUE

This Agreement shall be construed and enforced under and in accordance with the laws of the State of Texas. Any claim arising out of or in connection with this Agreement or subject matter thereof shall be in state or federal district courts located in or for Collin County, Texas.

VIII. NOTICES

Unless notified otherwise in writing, all notices are required to be given to either party in writing and delivered in person or send via certified mail to the other Party at the following respective addresses:

Collin County Community College District:

District - Dean of Students

3452 Spur 399

McKinney 75069

LifePath Systems:

BH Contracts Division

1515 Heritage Dr

McKinney, TX 75069

With Copy to:

Contract Administrator

contractadministrator@collin.edu

With Copy to:

Director of Contracts

bhcontracts@lifepathsystems.org

IX. NO PERSONAL LIABILITY AND NO THIRD-PARTY BENEFICIARY

In accordance with Tex. Gov't Code 791.006 (a-1), each Party shall assume responsibility for its own actions and those of its officers, officials, employees and agents, and for its own defense should any claim be presented, or suit be filed against it arising from or related to any law enforcement or permitting services provided under this Agreement. To the extent permitted by applicable law, the parties agree to indemnify, defend and hold each other harmless for any claim, demand, loss, lawsuit, settlement, judgment, or other liability, and all related expenses which may accrue, arising from or in connection with a claim of a third party arising from a negligent or otherwise wrongful act or omission of the other party, its agents or employees. If each party claims and is entitled to indemnity from the other, the liability of each to the other shall be determined according to principles of comparative fault. Indemnity shall include damages, reasonable costs, reasonable expense, and reasonable attorney's fees as incurred by the party indemnified. This agreement of liability is intended to be different than any assignment provided in Tex. Gov't Code 791.006 (a).

XI. RELATIONSHIP OF THE PARTIES

It is understood that this Agreement between the Parties is not intended to, and shall not be construed to create the relationship, of agent, employee, partnership, joint venture or association or any other relationship whatsoever.

XII. CERTIFICATION REQUIRED BY TEXAS GOVERNOR EXECUTIVE ORDER GA-48

Pursuant to Executive Order GA-48 of the Governor of Texas effective November 19, 2024, the Parties certify that it and, if applicable, any of its holding companies or subsidiaries, is not:

- a. Listed in Section 889 of the 2019 National Defense Authorization Act ("NDAA");
- b. Listed in Section 1260H of the 2021 NDAA;
- c. Owned by the government of a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4; or
- d. Controlled by any governing or regulatory body located in a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4.

If at any time during the Term of the Agreement, either Party becomes aware of any of the above affiliation(s) or

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activity, it shall immediately notify the other Party, and the Agreement may be subject to immediate termination.

XIII. ASSIGNMENT

This Agreement is not transferable or assignable except upon written approval by the Parties.

XIV. SEVERABILITY

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Agreement. However, upon the occurrence of such event, either Party may terminate this Agreement by giving the other Party thirty (30) days written notice.

XV. REMEDIES

No right or remedy granted herein or reserved to the Parties is exclusive of any right or remedy granted by law or equity; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Agreement may be waived without the express written consent of the Parties. It is further agreed that one (1) or more instances of forbearance by either Parties in the exercise of its respective rights under this Agreement shall in no way constitute a waiver thereof.

XVI. AUTHORITY TO SIGN

The undersigned officer and/or agents of the Parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the Parties hereto. Upon such request, each of the Parties shall provide written documentation evidencing the grant of approval by its applicable respective governing body.

IN WITNESS WHEREOF, the Parties have executed this INTERLOCAL COOPERATION AGREEMENT by signing below.

RECEIVING AGENCY

Agency: Collin County Community College District
Title:
Contact Phone:
Date:
Signature:
PERFORMING AGENCY
Agency:
Title: CEO
Contact Phone: Date:
Signature:
Fmail:

Interlocal Agreement: Collin College