

Trauma Recovery/EMDR Humanitarian Assistance Programs
Agreement for EMDR Training

This agreement ("Agreement"), is made effective September 22, 2016 by and between **Yamhill County**, a political subdivision of the State of Oregon, acting by and through its Health and Human Services Department (hereinafter referred to as the "CLIENT"), whose office is located at 627 NE Evans, McMinnville, OR 97128 and **Trauma Recovery/EMDR Humanitarian Assistance Programs (HAP)**, a nonprofit association, (hereinafter referred to as "Trauma Recovery/HAP"), located at 2911 Dixwell Avenue, Ste. 201, Hamden, CT 06518.

WHEREAS, Trauma Recovery/HAP has developed a coordinated system of providing training in the field of Eye Movement Desensitization and Reprocessing (EMDR) therapy; and

WHEREAS, Client wishes to enter into the Agreement in order to obtain this training from Trauma Recovery/HAP.

WHEREAS, Trauma Recovery/HAP desires to contract with CLIENT to provide EMDR training; and

NOW THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, CLIENT agrees to the following conditions regarding the training, and consultation:

SCOPE OF SERVICES: Trauma Recovery/HAP will provide to CLIENT the following services:

1. Provide a professional EMDR trainer and facilitator(s) to provide EMDR Basic Training, scheduled in two parts on mutually agreed upon dates. The first part is scheduled as follows:

Weekend I training event:

**Yamhill County Health & Human Services
Trauma Recovery/HAP Weekend I Training
McMinnville, OR
October 20-22, 2016 (Thursday-Saturday)**

Each participant must meet Trauma Recovery/HAP's qualification and eligibility standards: Trauma Recovery/EMDR Humanitarian Assistance Programs Training is available to clinicians who work thirty (30) or more hours per week for public or non-profit organizations in a clinical mental health capacity. Clinicians may work for more than one non-profit to reach the 30 hour per week requirement.

2. The fee for each participant is \$445.00 (This does not include the cost of Consultation).

- a. Client is responsible for payment of a minimum of 18 participants. If there are less than 18 participants registered (prior to the first day of the training), Client will be invoiced for the remaining number of participants.
- b. The maximum number of participants for this training is 20.
- c. The minimum (no less than 18) and/or maximum numbers may be adjusted during the enrollment period, by mutual agreement, depending upon the number of registrations.
- d. Client can monitor enrollment and obtain details of the training by visiting the following website: www.emdrhap.org
- e. Twenty (20) sponsored seats have been set up for Client's staff. Client confirms their eligibility, and agrees to pay Trauma Recovery/HAP for those seats at the stated fee and agrees to the Sponsored Seat Agreement attached hereto as Exhibit A which is incorporated herein by this reference. Trauma Recovery/HAP will send Client an invoice for these seats approximately 10 days prior to the first day of the training. A late fee of 18% may be applied if invoice is unpaid after 30 days.
- f. Client will give the participants the provided code in order for them to register and by-pass payment seeing Client is paying for their seats.
- g. Trauma Recovery/HAP DOES NOT ALLOW ANY WALK-INS THE DAY OF THE TRAINING – EVERYONE MUST BE REGISTERED ON-LINE IN ORDER TO ATTEND THE TRAINING.
- h. If a participant is NOT on the roster and they say they have registered with Trauma Recovery/HAP, please call our office (203-288-4450) to confirm he/she has registered. There are times when a participant registers after the roster has been sent to the host agency contact/trainer.
- i. Trauma Recovery/HAP may authorize additional host agencies to fill reserved seats by distributing separate codes to additional participants of their own choice. Additional agencies will be responsible for payment for any seats that they have authorized.
- j. The registration closing date for this training is Thursday, October 6, 2016 (unless the training fills before then).
- k. Trauma Recovery/HAP Training staff will be in contact with Client, as needed, to monitor the enrollment of the event to ensure that the minimum number of participants will be attained. Trauma Recovery/HAP reserves the right to cancel the event or renegotiate with the Client for guaranteed payment of the number of registrations needed to reach the minimum number.
- l. To meet the required 10 hours of consultation to complete Basic EMDR Training through Trauma Recovery/HAP, Trauma Recovery/HAP suggests that each trainee

complete between 4 and 6 hours of consultation between the Part I and Part II trainings, and then complete the difference after the Part II training. Client or each individual will need to organize ways to meet the consultation requirement. EMDRIA approved Consultant names can be found on Trauma Recovery/HAP's website at <http://www.emdrhap.org/content/events/consultant-directory/>

- m. Upon agreement, the event will be posted on Trauma Recovery/HAP's website at <http://www.emdrhap.org/content/events/training-schedule/>. Once posted, Client should review the posting for accuracy.

TERM: This agreement shall be in effect from September 22, 2016 and shall continue in full force and effect until the trainings above have been provided.

TERMINATION: This Agreement may be terminated at any time upon mutual consent of both parties and termination must be in writing. Termination shall not excuse liabilities incurred prior to the termination date.

NOTICES:

Notices to Trauma Recovery/HAP will be addressed as follows:

Elaine Howard, Training Coordinator
Trauma Recovery/HAP
2911 Dixwell Avenue, Ste. 201
Hamden, CT 06518
Tel: (203) 288-4450 ext. 23
Fax: (203) 288-4060
ehoward@emdrhap.org
www.emdrhap.org

Notices to Client will be addressed as follows:

Lindsey Manfrin, Operations Manager
Yamhill County Health and Human Services
627 NE Evans
McMinnville, OR 97128
(503) 434-7525
manfrinl@co.yamhill.or.us

ASSIGNMENT: This Agreement shall not be assigned to a separate third party by CLIENT under any circumstances, unless written permission is given by Trauma Recovery/HAP.

INDEMNIFICATION. The parties agree to indemnify and hold harmless each other for, from and against any and all costs, losses or damages they may incur as a result of the other party's failure to perform any of its obligations under this Agreement: provided, however, that Client's

obligations under this Section are limited by Article XI, Section 10 of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 to ORS 30.300.

ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between CLIENT and Trauma Recovery/HAP. There are no other oral or written agreements relating to the subject matter of the Agreement unless expressly referred to herein. This Agreement may only be modified or amended by written document expressly describing any such modification or amendment, signed by both parties.

INDEPENDENT CONTRACTORS. Client and Trauma Recovery/HAP are separate and independent entities. The relationships between Client and Trauma Recovery/HAP are purely contractual and neither Client or Trauma Recovery/HAP or their employees or agents, will be considered the employee or agent of the other.

AMENDMENT AND EXTENSION. This Agreement may only be modified or amended by written document expressly describing any such modification or amendment, signed by all parties.

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 a part thereof. The remaining provisions will be construed to preserve the intent and purpose of this Agreement and the parties will negotiate in good faith to modify the provisions held to be invalid or illegal to preserve each party's anticipated benefits thereunder.

DISPUTES. 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 ("AAA"). Any arbitration shall be referred to the Portland, OR regional office of the 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 Oregon. Any decision or award rendered may be entered and enforced by any court having jurisdiction thereof. This provision shall survive any termination of this Agreement.

GOVERNING LAW. This Agreement shall be construed in accordance with the laws, ordinances and regulations of Oregon. This provision shall survive any termination of this Agreement.

ATTORNEY FEES. In the event that either party to this Agreement shall take any action, judicial or otherwise, to enforce or interpret any of the terms of this Agreement, each party shall be wholly responsible for its own expenses which it may incur in taking such action, including costs and attorney fees, whether incurred in a suit or action or appeal from a judgment or decree therein or in connection with any non-judicial action.

COUNTERPARTS. This Agreement may be executed in several counterparts, all of which taken together will constitute a single binding agreement between the parties.

Exhibit A

Trauma Recovery/HAP (Weekend I & II) Sponsored Seat Agreement

Sponsored Seats are seats that are paid for by monies that an agency receives or agrees to pay for their participants/staff in reference to grants, scholarships, etc.

Participants will be given a code to register for these seats (in order to by-pass credit card payment) seeing the agency will pay Trauma Recovery/HAP for these seats. Trauma Recovery/HAP will invoice the agency for these seats.

If a participant registers for a Sponsored Seat and cannot attend the training (**prior to the first day of the training**) we will remove them from that seat and another eligible person can register for this Sponsored Seat (**prior to the first day of the training**). However, if this eligible participant has already registered and paid for the training, we will refund their credit card (less a \$45.00 administrative fee).

If there are any unused Sponsored Seats (**prior to the first day of the training**) the monies will not be reimbursed to the agency nor will they be allowed to be put towards a future training. The monies will be forfeited.

If a participant with a Sponsored Seat does not attend or complete all three days of the training, the agency will not be reimbursed the monies and the participant will not be allowed to transfer to a future training. The monies will be forfeited.

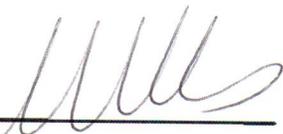
IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their respective duly authorized officers or agents as of the effective date.

Trauma Recovery EMDR Humanitarian Assistance Programs



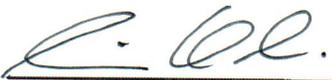
Date 10/3/16

Yamhill County



Mary Starrett
Chair, Board of Commissioners

Date 10-13-16



Silas Halloran-Steiner
Director, Health and Humans Services

Date 10/6/16

Approved as to Form



Christian Boenisch
County Counsel

Date 10/17/16

Accepted by Yamhill County
Board of Commissioners on
10-13-16 by Board Order
16-414