

**AGREEMENT FOR FIREARM SUICIDE PREVENTION TRAINING
(Yamhill County and Walk the Talk America)**

THIS AGREEMENT (“Agreement”) is made by and between **Yamhill County**, a political subdivision of the State of Oregon acting by and through its Board of Commissioners and its Health and Human Services Department, Behavioral Health Programs (“County”) and Walk the Talk America, a Nevada non-profit corporation, 10620 Southern Highland Pkwy, Suite 110-1888, Las Vegas, NV 89141 (“Contractor”).

RECITALS:

1. County through its Health and Human Services Department provides prevention services to the community.
2. Contractor has developed a best practice firearm suicide prevention training program designed to improve competence and working knowledge around mental health and firearms culture and related topics.
3. County and Contractor desire to enter into this Agreement and County is authorized to enter into this Agreement under Oregon Revised Statutes (ORS) 203.010 (3).

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein below and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, County and Contractor, intending legally to be bound, hereby agree as follows:

Section 1. Term and Renewal. The initial term of this Agreement is from October 7, 2021, through December 31, 2021. Contractor grants to County the option to renew the Agreement, under the same terms and conditions as set forth herein at County’s sole discretion. County may exercise this option by providing written notice to Contractor. Renewal(s) of this Agreement shall not alter the parties’ rights and obligations under Section 6.

Section 2. Contractor’s Services. Contractor will provide Walk the Talk America trainer to provide an on-site training as described in Contractor’s Statement of Work, which is attached hereto as Exhibit A and incorporated herein by this reference (the “Services”). Contractor hereby represents and warrants that Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor will apply that skill and knowledge with care and diligence to perform the Services in a professional manner and in accordance with standards prevalent in Contractor’s industry, trade or profession.

Section 3. Regulations and Duties; Compliance with Laws.

A. County and Contractor shall comply with the rules and regulations of County, applicable state and federal regulations, executive orders and ordinances and all provisions of federal and state law relating to Contractor's performance of Services under this Agreement as they may be adopted, amended or repealed from time to time, including but not limited to the

following: (i) ORS Chapter 659A.142, 659A.145, 659A.400 to 659A.409 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities and in the conduct of all programs, services and training associated with the delivery of Services under this Agreement; (ii) all state laws related to client rights, OAR 943-005-000 through 943-005-0070, prohibiting discrimination against Individuals with disabilities, including compliance with Section 1557 of the Patient Protection and Affordable Care Act of 2010 prohibiting discrimination in the delivery of services in health care programs or activities based on race, color, national origin, sex, sex stereotypes, gender identity, age or disability; (iii) Oregon Health Authority (OHA) rules pertaining to the provision of integrated and coordinated care and services, OAR Chapter 410, Division 141; (iv) all other OHA Rules in OAR Chapter 410; (v) rules in OAR Chapter 309 Divisions 012, 014, 015, 018, 019, 022, 032 and 040, pertaining to the provisions of mental health services; (vi) state law establishing requirements for Declaration for Mental Health Treatment in ORS 127.700 through 127.737; (viii) 42 CFR 438.6 and 42 CFR 438 E; (ix) ORS 279B.200 through 279B.270; (x) Article XI, Section 10, of the Oregon Constitution; (xi) all state laws requiring reporting of client abuse; and (xii) all other applicable requirements of State civil rights and rehabilitation statutes, rules and regulations. These laws, regulations, executive orders and ordinances are incorporated by reference herein to the extent that they are applicable to this Agreement and required by law to be so incorporated. Contractor agrees that Contractor has complied with the tax laws of the state of Oregon or a political subdivision of the state of Oregon, including ORS 305.620, 305.380(4) and ORS Chapters 316, 317 and 318.

B. All employers, including Contractor, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126.

Section 4. Notices.

Notices to Contractor will be addressed as follows:

Michael Sodini
Walk the Talk America.
10620 Southern Highland Pkwy, Suite 110-1888,
Las Vegas, NV 89141
admin@wttta.org

Notices to County will be addressed as follows:

Lindsey Manfrin
Yamhill County Health and Human Services

627 NE Evans
McMinnville, OR 97128
(503) 434-7525
manfrinl@co.yamhill.or.us

Section 5. Payment.

The fee for this training and support is \$10,000. Payment will be made upon receipt, review and approval of an invoice submitted to County by Contractor. Invoices will detail hours and dates of services provided. County agrees to make payment within thirty days of receipt and approval of billing documents. The maximum amount payable for performance of Services under this Agreement is \$10,000.00.

Section 6. Termination; No Encumbrance or Expenditure after Notice of Termination.

A. Either party may terminate the Agreement on thirty days written notice to the other party. Termination shall not excuse liabilities incurred prior to the termination date.

B. In addition, in the event County no longer receives funds adequate to enable it to continue this Agreement; if Contractor engages in any act that would subject either County or Contractor to criminal liability; upon dissolution of County or Contractor; if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that County no longer has the authority to meet its obligations under this Agreement; or upon any of the following: (i) the insolvency of the Contractor, (ii) the filing of a voluntary or involuntary petition by or on behalf of Contractor under federal bankruptcy law, (iii) upon a party entering into an agreement with creditors for the liquidation of its assets, or (iv) upon the appointment of a receiver or trustee to take charge of all the assets of Contractor, County will provide written notice of termination of this Agreement to Contractor. Upon issuance of notice, this Agreement is immediately terminated. However, any obligations existing at the time of termination will survive termination.

C. Contractor shall not make expenditures, enter into agreements, or encumber funds in its possession, or to be transferred by County, after notice of termination or termination as set out above, without prior written approval from County.

Section 7. Independent Contractors. County and Contractor are separate and independent entities. The relationships between County and Contractor are purely contractual and neither County or Contractor or their employees or agents will be considered the employee or agent of the other.

Section 8. Indemnification. Contractor shall be responsible for any and all injury to any and all persons or property caused directly or indirectly by reason of any and all activities of

Contractor in the performance of Services under this Agreement and Contractor agrees to indemnify, hold harmless, save and defend County, its officers, agents and employees including but not limited to the State of Oregon from and against any and all claims, suits, actions, liabilities, damages, costs, losses, fees, expenses (including attorneys' fees) or judgments resulting from, arising out of or connected with any such injury or the negligent or willful acts or omissions of Contractor or any of the officers, agents, employees or subcontractors of Contractor in the performance of the Services provided by Contractor pursuant to this Agreement.

Section 9. Insurance. Contractor, at its expense, shall obtain the following insurance coverage and keep them in effect during the entire term of this Agreement (except with respect to Professional Liability Insurance, which shall be kept in effect for a period of the term of this Agreement plus two years):

A. Workers' Compensation Insurance in compliance with statutory requirements;

B. Commercial General Liability Insurance (including contractual liability and completed operations coverage, and coverage for liability resulting from hazardous substances), on an occurrence basis, with not less than \$2,000,000 per occurrence for bodily injury and property damage liability, with an annual aggregate limit of \$3,000,000;

C. Professional Liability Insurance, including errors and omissions coverage, covering Contractor pursuant to this Agreement, with a per occurrence and aggregate limit of not less than \$1,000,000, to protect against all loss suffered by County or third parties, including financial and consequential loss, caused by error, omission, or negligent acts related to provision of the Services provided under this Agreement;

D. Commercial Automobile Liability Insurance, with a combined single limit, or the equivalent of not less than \$1,000,000 per occurrence, for bodily injury and property damage with respect to Contractor's vehicles, whether owned, hired, or non-owned, assigned to, or used by Contractor in connection with the Services provided under this Agreement;

E. "Tail" Coverage. If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, Contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of this Agreement, for a minimum of 24 months following the later of: (i) the Contractor's completion and County's acceptance of all Services required under this Agreement; or (ii) the expiration of all warranty periods provided under this Agreement. Notwithstanding the foregoing 24-month requirement, if the Contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the Contractor may request and County may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If County approval is granted, the Contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

The required insurance coverages shall be (i) with insurance companies admitted to do business in the state of Oregon and rated A or better by Best's Insurance Rating, and

(ii) acceptable to County. Contractor shall furnish County with certificates of insurance for each of the required insurance coverages before Contractor performs Services under this Agreement. The certificates of insurance must specify (a) the types of insurance coverage, (b) all entities and individuals who are endorsed on the policy as Additional Insured, (c) the amounts of insurance coverage, (d) the period of insurance coverage and (e) for insurance on a “claims made” basis, the extended reporting period applicable to “tail” or continuous “claims made” coverage. Any required insurance coverage shall provide that it may not be canceled except after at least 30 days written notice to County.

The Commercial General Liability and Commercial Automobile Liability shall (i) name the County, State of Oregon, OHA and their divisions, directors, officers, employees and agents as additional insureds, (ii) provide that it is primary insurance with respect to the interests of County and that any insurance maintained by County is excess and not contributory, and (iii) include a cross-liability and severability of interest clause and a waiver of subrogation clause but only with respect to Contractor’s activities to be performed under this Agreement. Contractor shall immediately notify County orally of the cancellation or restriction and shall confirm the oral notification in writing within three days of notification by the insurance company to Contractor.

Section 10. Confidentiality. Contractor acknowledges that it or its agents may, in the course of their performance under this Agreement, be exposed to or acquire information that is the confidential information of County or County clients. Any and all (i) client information, (ii) information provided by County and marked confidential, (iii) protected health information or electronic protected health information, or (iv) information identified as confidential in a separate writing, that becomes available to Contractor or its agents in the performance of this Agreement shall be deemed to be confidential information of County (“Confidential Information”). Any reports or other documents or items, including software, that result from Contractor’s use of the Confidential Information are also deemed Confidential Information. Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Information for any purposes whatsoever, except as may be provided elsewhere under this Agreement. Contractor agrees that, upon termination of this Agreement or at County’s request, Contractor will turn over to County all documents, papers and other matter in Contractor’s possession that embody Confidential Information.

Section 11. Settlement of 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 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.

Section 12. Subcontracts; Assignment. Contractor shall not enter into any subcontracts for any of the Services required under this Agreement without County's prior written consent. Contractor shall not assign or transfer its interest in this Agreement, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or in any other manner, without the prior written consent of County. No approval by County of any assignment or transfer of interest shall be deemed to create any obligation of County in addition to those set forth in this Agreement. Consent to subcontract shall not relieve obligations/duties under this Agreement. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties, their respective successors and permitted assigns.

Section 13. Non-discrimination. Contractor agrees that no person shall, on the grounds of race, color, religion, national origin, sex, marital status, age, or other category protected by Oregon or federal law suffer discrimination in the performance of this Agreement when employed by Contractor.

Section 14. Waiver; Remedies. County and Contractor acknowledge that any breach, violation, or default by either party of the provisions contained in this Agreement might result in damage to the other party. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

Section 15. Governing Law; Jurisdiction; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to principles of conflicts of law. Any claim, action, suit or proceeding, collectively "claim", between County and Contractor that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Yamhill County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver of the State of Oregon of the jurisdiction of any court or of any form of defense to or immunity from any claim whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise. Contractor, BY EXECUTION OF THIS AGREEMENT CONTRACTOR HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. This provision shall survive any termination of this Agreement.

Section 16. Severability. The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

Section 17. Counterparts. This Agreement may be executed by facsimile and in counterparts, which taken together shall form one legal instrument.

Section 18. Attorney Fees and Costs. 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.

Section 19. Entire Agreement. This Agreement, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms. This Agreement is the entire agreement between the parties, and no statements, promises, or inducements made by either party or agent of either party that are not contained in this written Agreement shall be valid or binding. No alterations, changes, or additions to this Agreement shall be made except in a written document signed by both parties. **In the event of a discrepancy or inconsistency between Contractor's Statement of Work or any other contract document including this Agreement, this Agreement shall take precedence.**

Section 20. HIPAA restrictions. Contractor acknowledges that County is subject to the Privacy Rule of the Health Insurance Portability and Accountability Act of 1996, (HIPAA), Pub. Law No. 104-191 and subject to the Federal Confidentiality of Alcohol and Drug Abuse Patient Records law and regulations, 42 USC §290dd-2 and 42 CFR Part 2 (collectively, "Part 2").

DONE the last date set forth adjacent to the signatures of the parties below.

WALK THE TALK AMERICA, Inc.

By: 
(signature)
Date: 10/11/2021

Jake Wiskerchen
(printed name)

Trustee/Board Member
(title)

Tax ID No.: 83-1080266

YAMHILL COUNTY, OREGON


MARY STARRETT, Chair
Board of Commissioners
Date: 10/21/21

Lindsey Manfrin
Digitally signed by Lindsey Manfrin
DN: cn=Lindsey Manfrin, o=Yamhill County, ou=County of Yamhill, email=Lindsey.Manfrin@yamhillcounty.gov, c=US
Date: 2021.10.15 08:42:45 -0700
LINDSEY MANFRIN, Director
Department of Health & Human Services
Date: _____

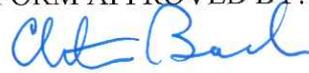
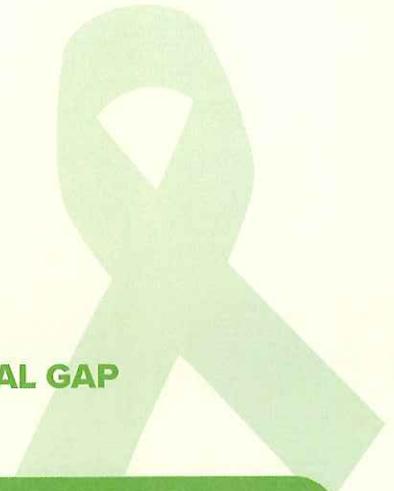
FORM APPROVED BY:

CHRISTIAN BOENISCH
County Counsel
Date: 10/22/21

Exhibit A
Statement of Work
WALK THE TALK AMERICA

(see attached)



Guns and Mental Health

A TRAINING BY GUN OWNERS TO HELP BRIDGE THE CULTURAL GAP BETWEEN GUN OWNERS AND HEALTHCARE PROVIDERS

Walk the Talk America is leading the conversation to bridge the gap between the firearms and mental health communities. Their efforts are bringing together many diverse demographics who all want to combat suicide by normalizing discussions around mental wellness, individual rights and personal responsibilities. During this course attendees can expect to

- increase understanding of suicide by firearm and its disproportionate presence in American culture, particularly as it relates to overall firearm deaths
- improve their understanding of the stigma related to mental health care among gun owners including veterans and first responders
- improve their understanding of firearms, "red flag laws", counseling strategies, and basic human emotional functioning

This training is for...

- Behavioral healthcare providers
- Primary care providers
- Crisis intervention and mobile crisis units
- Social workers
- Law enforcement
- School counselors
- Gun clubs and shooting ranges
- Range safety officers
- Firearm trainers
- Veteran service officers
- Firearm and pawn shop owners



Michael Sodini
WTTA founder



Jake Wiskerchen,
MFT, NCC
WTTA board member

🔍 DID YOU KNOW?

Oregon has the **9th highest rate of suicide** in the nation.

Suicide is the second leading cause of death in Oregon for 15- to 45-year-olds and the eighth leading cause of death overall.

54% of all suicides involve firearms. That number goes up to over 70% for our veteran community and over 80% in rural communities.

In Oregon **80% of firearm deaths are suicide.**

50% of Oregon youth suicide involve firearms.

Friday, November 5th • 8 am - 5 pm
Registration coming soon.

B.O.21-433
Exhibit "A"