

**AGREEMENT
FOR
DBT EDUCATION AND TRAINING**

THIS AGREEMENT FOR DBT EDUCATION AND TRAINING (“Agreement”) is made and entered into _____, 202_, by and between _____, individually (“Therapist”), and YOUTH EMOTIONAL SUPPORT, INCORPORATED, a Florida not for profit corporation (“YES” or the “Company”).

RECITALS

WHEREAS, YES is a mental health and crisis intervention fund raising and fund distribution not for profit Florida corporation (the “Business”);

WHEREAS, Dialectical behavioral therapy (“DBT”) is a modified type of cognitive behavioral therapy the main goal of which is to teach people how to live in the moment, develop, healthy ways to cope with stress, regulate their emotions, and improve their relationships with others, and has been proven to be effective in treating a number of mental health issues, including bipolar disorder, anxiety and depression, post-traumatic stress disorder, eating disorders, and substance abuse;

WHEREAS; YES desires to fund DBT education and training for Therapist;

WHEREAS, Therapist desires to have YES fund fee for DBT education and training for Therapist (“DBT Training”); and

NOW, THEREFORE, in consideration of the promises, mutual covenants and agreements herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

TERMS AND CONDITIONS

1. Recitals. The above recitals are true and correct and are made part of this Agreement.
2. DBT Training Fee. YES shall pay the fee for Therapist’s DBT Training.
3. Therapist Representations. Therapist agrees that the following representations are material to this Agreement:
 - a. Therapist agrees to timely complete all components of the DBT Training that YES is funding under this Agreement.
 - b. Therapist agrees to complete the DBT Foundational Level Training in the allotted 16-week timeframe required of this training.
 - c. Therapist agrees that during the experiential component of the DBT Training Therapist will comply with all aspects of consultation team requirements, including program implementation, team-based practice and expert consultation.

d. For two years following the date Therapist begins DBT Training funded by YES, Therapist agrees to accept client referrals from YES at a ten (10%) discount from Therapist's usual and customary hourly rate.

4. Reimbursement. Therapist agrees that if Therapist does not complete the full DBT Training, then Therapist shall reimburse YES for the full amount YES paid for the DBT Training. Additionally, Therapist agrees that: (i) should Therapist provide less than one year of discounted services in accordance with paragraph 3.d. above, then Therapist shall reimburse YES for the full amount YES paid for the DBT Training and (ii) should Therapist provide more than one year of discounted services but less than two years of discounted services in accordance with paragraph 3.d. above, then Therapist shall reimburse YES fifty percent (50%) of the amount YES paid for the DBT Training.

5. Acknowledgment of Therapist. Therapist has carefully considered and agrees that the provisions of this Agreement are fair, reasonable, and not unduly restrictive on Therapist, and that Therapist has had an opportunity to obtain legal advice before agreeing to these terms.

6. Miscellaneous.

(a) Entire Agreement. This Agreement contains all of the terms and conditions agreed to between the parties on this subject, and there are no oral agreements relating to this aspect of the transactions covered hereby. No rights or obligations other than those expressly recited herein are to be implied from this Agreement.

(b) Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida, without regard to its principles of conflicts of laws. Each party hereby irrevocably and unconditionally agrees to and consents to submit to the exclusive jurisdiction of the courts of the State of Florida, located in Volusia County, and of the United States of America located in the Middle District of the State of Florida (the "Florida Courts") for any litigation arising out of or relating to this Agreement and the transactions contemplated hereby (and agrees not to commence any litigation relating thereto except in such courts), waives any objection to the laying of venue of any such litigation in the Florida Courts and agrees not to plead or claim in any Florida Court that such litigation brought therein has been brought in an inconvenient forum.

(c) Attorneys' Fees. The prevailing party in any action brought for the enforcement or interpretation of this Agreement shall be entitled to receive from the losing party a reasonable sum for its attorneys' fees and costs of litigation (including but not limited to witness fees and travel expenses), in addition to any other relief to which it may be entitled.

(d) Survival. The restrictions and obligations of this Agreement shall survive any expiration, termination or cancellation of this Agreement, including without limitation those in Paragraphs 3 above.

(e) Notices. All notices shall be sent to Company's address or to Therapist's last address on file with Company.

(f) Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs or legal representatives.

(g) No Waiver. No waiver shall be binding unless executed in writing by the party making the waiver. No written waiver of any provision of this Agreement shall be deemed a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.

(h) Headings. The headings to the various paragraphs are for convenience only and shall not affect the interpretation of this Agreement.

(i) Severability. The terms and conditions of this Agreement are severable. In the event that any term or condition of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect the enforceability or validity of any other term or condition of this Agreement.

(j) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

WITNESSES:

Youth Emotional Support, Incorporated

As to Youth Emotional Support,
Incorporated

By: Rose Meeske
Title: President

As to [Name of Therapist]

[Name of Therapist], individually