

# PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT is made and entered into between Southern New Mexico Human Development, Inc., P.O. Box 2285, Las Cruces, New Mexico 88004, hereinafter referred to as the "Contractor" and Gadsden Independent School District, P.O. Drawer 70, Anthony, NM 88021, hereinafter referred to as the "Center".

IT MUTUALLY AGREED BETWEEN THE PARTIES:

## I. SCOPE OF CONTRACT

The Contractor agrees to provide the following professional services to the Center's students:

- A. The Contractor will provide up to 860 hours of student counseling to GISD Senior High School students as requested. Services will include individual and group counseling on referrals made by appropriate school staff (ie: counselors).
- B. All services shall be provided by the Contractor's professional staff consisting of bachelors and master's level clinicians and supervised by a Licensed Independent Clinical Worker. A combination of assessment, educational and counseling services will be provided in accordance with a student's individual needs and treatment plan.

## II. LOCATION OF WORK

The work to be provided by the Contractor encompasses services generally performed in his/her usual line of business, and will be performed at the Contractor's locations in Southeastern Dona Ana County and other mutually agreed designated areas. Special emphasis will be placed at the High School on-site locations if provided and available.

## III. PERIOD OF CONTRACT

This contract will become effective on July 1, 2005 and shall terminate on June 30, 2006 unless terminated pursuant to Paragraph XIII, infra.

#### IV. PAYMENT

The Center recognizes the Contractor's counseling hourly rates of Seventy dollars (\$70.00) per hour; and therefore agrees to pay the Contractor the following for services.

- A. Thirty-five dollars (\$35.00) per counseling hour (Individual, group counseling).
- B. Thirty-five dollars (\$35.00) per counseling hour will be donated to center as in-kind match, including elementary (Magic), high school (peer counseling, Reconnecting Youth) one hundred twenty hours month (120 hours).
- C. Total compensation paid under this contract shall not exceed \$25,000.00 per term unless otherwise agreed to and approved in advance by both parties. Total in-kind match will be \$25,000.00 unless otherwise agreed to.
- D. Payment will be made upon receipt of an itemized statement of services performed. Statements of services rendered shall be based on a calendar month billing period. Payments will be due and payable ten (10) days following the month's end and receipt of appropriate statement documentation.

#### V. INDEPENDENT CONTRACTOR STATUS

Under this contract, the Contractor is an independent contractor providing services for the Center and is not an employee of the Center.

The Center shall designate the results to be accomplished by the Contractor, but the Contractor shall have the right to determine the manner and method by which the results, as set forth in the Scope of Work of this agreement, are attained.

The Contractor shall not accrue leave, retirement, insurance, or any other benefits afforded to employees of the Center as a result of this contract.

#### VI. PROFESSIONAL LIABILITY INSURANCE

The Contractor will be responsible for obtaining and maintaining professional liability insurance and will be responsible for the payment of same.

VII. RELEASE

The Contractor, upon receipt of the final payment of the amount due under this agreement, releases the Center from any and all liabilities, claims, and obligations arising from or under this agreement.

VIII. CONFIDENTIALITY

It will be the responsibility of the Contractor to protect the identity of individual students receiving services provided through this agreement. All applicable state and federal statutes and regulations governing the confidentiality of student records shall be observed. For purposes of audit, research, or program evaluation, all student identifiable information shall be excluded from disclosure unless otherwise agreed to by student receiving services.

IX. ASSIGNMENT

The Contractor shall personally perform all the services under this contract and he shall not assign any interest in this contract or transfer any interest in the same or assign any claims for money due or to become due under this contract without prior written consent of the Center.

X. AMENDMENTS

This contract shall not be altered, changed or amended except by a written document signed by both the Center and the Contractor.

XI. TERMINATION

- A. Termination for Cause: The Center may terminate this contract immediately upon written notice to the Contractor if during the term of this contract the Contractor fails to perform any responsibilities in Section I of this contract.
- B. Termination without Cause: Either party, independent or in concert may terminate this contract by written notice, one party to the other, in which case the termination date shall be sixty (60) days from the date of entry. Notice of termination will not relieve either Center or Contractor of performing its' obligations during such sixty (60) day period.

XII. SCOPE OF AGREEMENT

This agreement incorporates all of the agreements, covenants and understandings between the parties concerning the subject matter of this agreement, and all such agreements, covenants and understandings have been merged into this written agreement. No prior agreement, covenant or understanding, oral or written, of the parties or their agents, shall be valid or enforceable, unless embodied in this agreement.

XIII. APPLICABLE LAW

This agreement shall be governed by the laws of the State of New Mexico.

THE FOREGOING BEING CLEARLY UNDERSTOOD AND AGREED TO, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS.

SOUTHERN NEW MEXICO HUMAN DEVELOPMENT, INC.

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VINCENT ORTEGA  
Executive Director

DATE

GADSDEN INDEPENDENT SCHOOL DISTRICT

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Agueda Mora  
Acting Superintendent, GISD

DATE