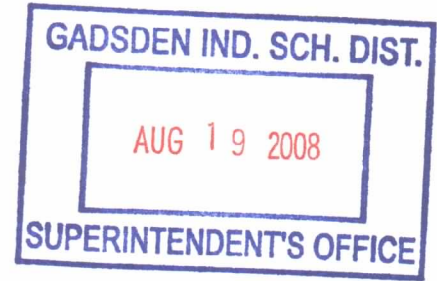




Southern New Mexico Human Development, Inc.

P.O. BOX 2285 • LAS CRUCES NEW MEXICO 88004



August 14, 2008

Eren Yturralde
Gadsden Independent School District
P.O. Drawer 70
Anthony, New Mexico 88021

RE: FY2009 Proposed Violence Prevention and Counseling Contracts

Dear Mr. Yturralde:

Enclosed please find two original copies of our agencies Violence Prevention and counseling contracts for the time period of August 1, 2008 to July 31, 2009. Please review and if satisfactory, please ask Superintendent Cynthia Nava to sign and return one copy to my attention. We have already started to order the Olweus prevention program materials and scheduled activities including the first coordinating Team Meeting at the end of August. In addition, we have scheduled to be in the schools starting September for counseling. We look forward to serving the Gadsden Independent Schools with our programs and should any of you have any questions or need information on this matter please feel free to contact me.

On behalf of the Board and staff, I want to take this opportunity to thank you for your assistance in helping to serve individuals in our service area.

Sincerely,

Vincent Ortega
Executive Director

Enclosures: 4 original contracts

ADMINISTRATIVE OFFICE

820 Hwy. 478
Anthony, NM
(575) 882-5101

OUTPATIENT BEHAVIORAL HEALTH OFFICE

820 Hwy. 478 3465 McNutt Road
Anthony, NM Sunland Park, NM
(575) 882-5101 (575) 589-1147

THE P.A.D. YOUTH CENTER

820 Hwy. 478 3465 McNutt Road
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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 660 hours of student counseling to GISD Senior High School students (GHS, STHS) as requested. Services will include individual and group counseling on referrals made by appropriate school staff (ie: counselors). In addition, Contractor will donate at minimum an additional 660 hours of counseling and Peer Counseling Classes to GHS and STHS for the FY09 school year as In-Kind Match (approximate estimated value of \$40,000).
- B. All services shall be provided by the Contractor's professional staff consisting of bachelors and master's level clinical staff 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 assessment 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 August 1, 2008 and shall terminate on June 30, 2009 unless terminated pursuant to Paragraph XIII, infra.

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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- dollars (\$35.00) per counseling hour (Individual, group counseling).
- B. Thirty- dollars (\$35.00) per counseling hour will be donated to center as in-kind match. In addition, the Contractor will donate over 600 hours of prevention class room interventions (Peer Counseling, Reconnecting Youth) to GHS and STHS.
- C. Total compensation paid under this contract shall not exceed \$20,000.00 per contract unless otherwise agreed to and approved in advance by both parties. Total in-kind match will be at minimum \$40,000.00 unless otherwise agreed to or provided .
- 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.

VINCENT ORTEGA DATE
CEO

GADSDEN INDEPENDENT SCHOOL DISTRICT

CYNTHIA NAVA DATE
Superintendent, GISD