

TORRANCE COUNTY PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into by and between Torrance County (the “County”) and _____ (the “Contractor”). The Agreement shall be to provide Domestic Violence Coordination Services for the constituents of Torrance County.

1. PURPOSE

- a. The purpose of this contract is to provide comprehensive, trauma-informed domestic violence supportive services to survivors and their families, with the goal of enhancing safety, stability, and access to resources. Services shall be provided in accordance with federal, state, and local regulations, including confidentiality and mandatory reporting laws.

2. CONTRACTOR DUTIES

- a. The Contractor shall provide the following services:
 - i. Crisis Intervention & Advocacy. The Contractor shall be available to take referrals from law enforcement, victims of domestic violence, and advocates to aid in crisis intervention in domestic violence situations, including providing immediate crisis intervention services, safety planning, risk assessment, and emergency response coordination.
 - ii. Case Management. The Contractor shall: (i) conduct intake and needs assessments for survivors; (ii) develop individualized service plans addressing housing, legal, financial, medical, and employment needs; and (iii) provide individualized service plans addressing housing, legal, financial, medical, and employment needs.
 - iii. Shelter & Housing Assistance. The Contractor shall: (i) facilitate access to emergency shelter, transitional housing, and permanent housing resources; (ii) assist with relocation, transportation, and housing navigation services; and (iii) provide supportive services for housed clients to maintain housing stability.
 - iv. Legal Advocacy. The Contractor shall provide direct assistance or referrals to survivors for various legal services, including: (i) aiding clients in filing Emergency Orders of Protection; (ii) accompanying clients to court proceedings (e.g., protective orders, custody hearings), if required; (iii) helping clients understand legal options and connect with legal aid or pro bono representation; and (iv) advocating with law enforcement and legal systems as needed.
 - v. Counseling Services. The Contractor shall provide referral for Counseling services, which shall include: (i) providing short-term trauma-informed

- counseling or therapy to survivors and their children; (ii) Referring clients to licensed mental health providers for long-term or specialized services; and (iii) facilitating support groups for survivors (virtual or in-person).
- vi. Outreach & Education. The Contractor shall make referrals and provide resources related to: (i) community outreach to increase awareness of domestic violence and available services; (ii) providing training and technical assistance to local agencies, schools, and partners; and (iii) distributing appropriate outreach materials.

3. PERFORMANCE MEASURES & REPORTING

- a. Reporting Requirements. The Contractor shall submit the following reports and data:
 - i. Monthly program reports detailing: (i) the number of clients served; (ii) the types of services provided; (iii) client demographic information; and (iv) outcomes achieved.
 - ii. Monthly financial invoices with appropriate documentation.
 - iii. Verification of participation in program evaluations, site visits, and audits, as requested.
- b. Outcome Measures. Successful program outcomes shall be based on the following metrics:
 - i. The percentage of clients reporting increased safety;
 - ii. The percentage of clients connected to stable housing;
 - iii. The percentage of clients who complete safety plans; and
 - iv. Client satisfaction rates (base on anonymous surveys).

4. CONTRACTOR REQUIREMENTS

- a. The Contractor must be available to provide supportive services when contacted by victims and law enforcement, which may occur on weekends and outside of normal business hours.
- b. The Contractor shall have or obtain training on domestic violence, trauma-informed care, and confidentiality.
- c. The Contractor shall take and pass a defensive driving course issued by the County, prior to using County vehicles.
- d. The Contractor shall be subject to a criminal background check conducted by the County prior performing the services under this agreement.

5. COORDINATION & COLLABORATION

- a. The contractor shall:
 - i. attend meetings with the local government and community partners as required;
 - ii. adhere to all applicable federal, state, and local laws and regulations regarding domestic violence services; and
 - iii. maintain accurate and secure documentation and records.

6. COMPENSATION, PAYMENTS AND CONSIDERATIONS

- a. Compensation. In exchange for the services set forth above, the County agrees to pay the Contractor at a rate of \$30 per hour up to a maximum total compensation of \$29,999.00 for services rendered during the contract period, in accordance with the approved budget and invoicing schedule.
- b. Payments. The Contractor shall provide the County a monthly invoice that shall be submitted no later than the 5th day of each month. The invoice shall include all billable hours for the month and shall be approved by the County prior to processing. The Contractor agrees

7. COUNTY RESOURCES

- a. In addition to the compensation provided, the County shall provide:
 - i. Access to a County vehicle for the purpose of meeting with survivors and providing transportation when necessary;
 - ii. A fuel card for the County vehicle;
 - iii. A desktop or laptop for use by the Contractor;
 - iv. A County issued cellphone; and
 - v. An office space to meet with clients and complete necessary paperwork.
- b. The County shall also be responsible for any maintenance, work orders or repairs for the item listed in Section 7.a.

8. TERM

- a. This agreement shall be effective upon the last signature date of the parties and shall remain in effect through June 30, 2026.
- b. Upon agreement by the parties, the Agreement may be extended for an additional three (3), one-year (1yr) terms.

9. CONFIDENTIALITY

- a. Any confidential information provided or developed by the Contractor in the performance of the Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval by the County.

10. CONFLICT OF INTEREST

- a. The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

11. ASSIGNMENT; SUBCONTRACTING

- a. The Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the County. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the County.

12. RELEASE

- a. The Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the County, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the County to any obligation not assumed herein by the County unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

13. INDEMNIFICATION

- a. The Contractor shall indemnify, hold harmless and defend the County from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Contractor's performance under this Agreement as well as the performance of Contractor's employees, agents, representatives and subcontractors.

14. NEW MEXICO TORT CLAIMS ACT

- a. Any liability incurred by the County in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The County and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

15. RECORDS & AUDIT

- a. The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the County, the Department of Finance and Administration, and the State Auditor. The County shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payments.

16. APPLICABLE LAW; CHOICE OF LAW; VENUE

- a. The Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the County. In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the Seventh Judicial District Court.

17. AMENDMENT

- a. This Agreement shall not be altered, changed or modified except by an

amendment in writing executed by the parties hereto.

18. NON-DISCRIMINATION

- a. During the term of this Agreement, the Contractor shall not discriminate against any employee, service provider, client or member of the public on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

19. TERMINATION

- a. Either party may terminate this Agreement by providing 60-days written notice. Notice shall be provided in accordance with Section 21.
- b. The County may terminate this Agreement for lack of available funds or lack of appropriation of funds by the Board of County Commissioners. The County's determination of lack of availability or lack of appropriation is final and not subject to dispute.

20. SERVABILITY

- a. In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

21. NOTICES

- a. Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

TORRANCE COUNTY:
Torrance County
Attn: Manager's Office
205 S. 9th Street
Estancia, NM 87016

CONTRACTOR:

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set for below.

TORRANCE COUNTY:

Ryan Schwebach, Chair

ATTEST:

Sylvia Chavez, County Clerk

APPROVED AS TO FORM:

Michael Garcia, County Attorney

CONTRACTOR:

DRAFT