

AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN
Gavilan Joint Community College District
AND
Discovery Counseling Center
FOR
(SERVICES BEING PROVIDED)

This Professional Services _____ 4th__ day of
_May___, 2018 by and between the **GAVILAN JOINT COMMUNITY COLLEGE DISTRICT**
(District) and **DISCOVERY COUNSELING CENTER,**

of contract, both parties may negotiate an additional compensation rate to cover remaining costs for needed services in order to prevent premature cessation of services or closure of service access.

The Consultant will invoice the District on a monthly basis. All invoices for services shall be submitted to the District Director, Business Services for issuance of payment. The District will have forty-five days from the date of receipt of invoices to make payment of all undisputed amounts.

V. Standard of Care

The Consultant is employed to render the services specified herein and the Scope of Services only, and any payment made to the Consultant is compensation solely for such services as are satisfactorily accepted industry best practices for its profession and with the standard of care generally employed by professionals licensed and

The Consultant hereby assigns Randall Ramírez, LCSW, LMFT, Clinical Director, as the *Consultant Project Manager* under this Agreement. The Consultant Project Manager will not be removed from the project or reassigned without prior written approval of the District, which approval will not be unreasonably withheld. No subcontracting of significant portions of the contracted services will be made without prior approval of the District.

The District hereby assigns Wade Ellis, Business Services Director, as the District Contact under this Agreement. The District may change the person assigned as District Contact upon written notice to Consultant.

XIV. Miscellaneous

A. Notice. Any notice or instrument required by, or contemplated under, this Agreement may be given by depositing the same in any United States Post Office, registered or certified, postage prepaid, addressed to:

District:

CONSULTANT:

This Agreement and the attached Exhibits represent the entire understanding by and between the District and the Consultant as to those matters contained herein. No prior oral or written understanding will be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by both parties hereto. Any waiver by either party of any provision of this Agreement must be in writing and be attached as an Addendum to this Agreement. Any written waiver will affect only the provision specified and only for the time and in the manner stated in the writing. No waiver by a party of any provision in this Agreement will be considered a waiver of any other provision in the Agreement.

XVI. Execution

This person(s) executing this Agreement and any Exhibits hereto on behalf of the Consultant warrant and represent that Consultant has vested authority on such person(s) to execute and deliver this Agreement and to perform the services contemplated hereunder and that this Agreement is valid and binding on Consultant.

XVII. Responsibility for Others

Consultant shall be responsible to District for Consultant Services and the services of Consultant subcontractors. Consultant shall not be responsible for the acts or omissions of other parties engaged by