

## **GALLUP DETOXIFICATION CENTER INTENSIVE SERVICES AGREEMENT**

THIS AGREEMENT entered into effective the 1st day of July, 2020 by and between Na’Nizhoozhi Center, Inc., herein called **Provider** and the **City of Gallup**, a municipal corporation, herein called **City**.

### General Provisions:

WHEREAS, alcoholism, addiction and alcohol and substance abuse are severe public health and safety problems facing the City of Gallup, NM and McKinley County.

WHEREAS, the City of Gallup and McKinley County have been designated as a Behavioral Health Investment Zone (BHIZ) by the State of New Mexico and the City has been awarded funding under this program for services specified in the BHIZ Year 5 and Budget submitted to the State Behavioral Health Services Division.

WHEREAS, individuals, families and communities are affected by the social, economic, physical, mental, and spiritual consequences of alcoholism, addiction, and alcohol and substance abuse; and

WHEREAS, the City of Gallup (“City”) is duly authorized to execute and administer agreements;

WHEREAS, the Na’Nizhoozhi Center, Inc. (“Provider”) hereby agrees to provide detoxification and rehabilitative programs for substance abuse matters per the Gallup Detoxification Center Administration and Operations Agreement and Agreement for Emergency Shelter Contract; and to prioritize detox and treatment services to ensure the public health and safety of its respective communities; and to provide a holistic approach to address such alcohol and substance abuse issues.

### **1. BACKGROUND AND SCOPE OF WORK:**

This agreement is for intensive services for the Gallup Detoxification Center. The center provides protective custody and social model detoxification services within the City of Gallup. Gallup Detoxification Center provides an environment to safely house inebriates and allow the effects of alcohol or other intoxicants to abate so they may regain their normal functionality. The center is operated as a Treatment Facility and in compliance with New Mexico Detoxification Reform Act. (§43-2 NMSA 1978).

#### **A. Facility Information**

The Gallup Detoxification Center is located at 2205 Boyd Avenue in Gallup, NM. It is open 24 hours per day, seven days per week, and is open 365 days each year. The building was constructed in 1992 and is approximately 30,000 square feet. The facility is designed to house up to approximately 150 clients for a maximum of seventy-two (72) hours. Protective custody is comprised of two large holding areas with restroom facilities, along with two smaller holding areas and two isolation rooms. The facility has a separate secured area for women clients with approximately 24 beds. The high-risk area is located next to the protective custody area and has hospital beds for placement of clients requiring continuous observation for conditions requiring immediate medical attention. In addition there are two large men areas previously used for the shelter program and 72 hour hold. There is also space for a kitchen, freezer and walk-in cooler, with a dining area/gymnasium. There are a number of offices and conference rooms in the administrative area of the facility.

## **B. Intensive Services/ Objectives**

Clients are transported to the center primarily through the Gallup Police Department's Public Service Officers and through other local law enforcement agencies. The treatment provider will provide detoxification services for up to seventy-two (72) hours past the estimated time of arrival of the client. Only persons referred to the Center by an authorized agency shall be eligible for Protective Custody Detox. The average number of client intakes is approximately 75 per day, with peak intakes around the 1<sup>st</sup> and 15<sup>th</sup> of the month of approximately 110 per day.

The Provider will manage the "Intensive Services" for clients identified as Behavioral Health Investment Zone (BHIZ) clients and funded under the State BHIZ Program as follows:

- BHIZ Evaluator (SBS Consulting) thru the Accucare Database and other resources will identify 200 NCI Clients with the highest rate of 72 hour hold based on client data since July 1, 2016.
- Shall attend monthly BHIZ meetings.

### **OBJECTIVES**

**Task 1.** Provider shall implement non-Medicaid programs to assist individuals seeking substance abuse services, while at the same time assisting those who are non-English speakers navigate through the same services.

#### **Performance Measures:**

- a) Ninety percent (90%) of all eligible non-Medicaid clients will have gone through an eligibility process and placed in a BHIZ program(s)
- b) Eighty percent (80%) of all non-Medicaid clients will be placed in mandatory group sessions offered through the BHIZ provider
- c) Fifty percent (50%) of all non-Medicaid clients will have completed their substance abuse initial screening assessment and receive a referral to treatment

**Task 2.** Provider shall implement a virtual program for non-Medicaid BHIZ eligible clients.

#### **Performance Measures:**

- a) Ninety-five percent (95%) of all NCI BHIZ program staff will have completed their virtual training.
- b) Ninety-five percent (95%) of all NCI BHIZ program staff who have completed their training shall have validated their account information and skills with the Program Supervisor.
- c) One hundred percent (100%) of all NCI BHIZ program staff will have access to and are ready to serve BHIZ non-Medicaid clients.

**Task 3.** Develop mitigation strategies and contingency plans for reducing the impact on the virtual program; i.e., software incompatibilities, migration issues, lack of technical administrators and loss of key staff, etc. Risks can be categorized by technical, administrative, organization/cultural, regulatory, resource availability, and use of BHIZ and county-wide resources.

#### **Performance Measures:**

- a) Top three (3) high-impact risks will be analyzed within thirty (30) days after launch and will be based on feedback from the City of Gallup staff.

**Task 4.** Provide a quarterly report with the following data elements<sup>1</sup> to City of Gallup Program Manager and City of Gallup Evaluator beginning July 1, 2020.

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<sup>1</sup> Some reporting elements necessarily require that the case managers and/or staff enter the accurate data.

- a) Total # of individuals who were identified as eligible for the non-Medicaid BHIZ program(s) between July 1, 2020 – September 30, 2020.
- b) Total # of individuals who were committed to the NCI Detox by county-wide organizations and offices.
- c) Total # of clients who received two or more services within thirty (30) days of intake starting July 1, 2020.
- d) Total # of referrals to inpatient treatment.
- e) Total # of referrals to outpatient treatment.
- f) Total # of clients who attended group sessions between July 1, 2020 thru September 30, 2020.
- g) Total # of clients who were discharged to medical facilities between July 1, 2020 thru September 30, 2020.
- h) Total # of services provided throughout the non-Medicaid program(s).
- i) Total # of clients who are not from McKinley County but who were served under the BHIZ non-Medicaid program(s).
- j) Total # of strategic partners involved in the BHIZ project

### **C. Reporting / Deliverables**

The Provider will be required to report client service data on a monthly basis to the City as back up to the invoice. The Provider reports shall include the following data:

- Contractor shall purchase and use the software program (AccuCare) from Orion Healthcare Technology of Omaha, Nebraska. Contractor will be reimbursed for the cost of the program up to \$5,000. City cannot purchase or operate such a system due to the nature of the program being provided by contractor for which federal and state regulations concerning patient privacy apply.
- All counselors and case manager shall enter required information into AccuCare to verify contact with relatives.
- Number of clients referred to treatment
- Any other information requested by the City
- The Provider shall produce financial and other documents including the following:
  - Monthly invoice
  - Year-end cost reports
  - Annual audit reports
- The Provider shall give quarterly program updates to the BHIZ Core Group.

### **2. COMPENSATION:**

In consideration for the services provided pursuant to Paragraph 1, the Provider will be reimbursed, and shall invoice the City in recognition of those services provided. Compensation shall be in the amount up to \$80,000.00. “Provider” shall invoice “City” on a monthly basis in actual expenses showing in detail the nature of the services rendered or as deemed mutually suitable with its’ request for payment. Documentation of services rendered shall be provided by the 20<sup>th</sup> of the following month to the “City”.

One month will include an additional amount up to \$5,000 for the annual licensing cost of contractor purchasing a software program (AccuCare) from Orion Healthcare Technology of Omaha, Nebraska. City cannot purchase or operate such a system due to the nature of the program being provided by contractor for which federal and state regulations concerning patient privacy apply.

### **3. TERM:**

Subject to the parties executing this contract, the term of this Agreement shall be for services provided for the

period of July 1st, 2020 thru December 30th, 2020.

**4. TERMINATION:**

Termination for Cause: If, through any cause, the PROVIDER fails to fulfill in a timely and proper manner the PROVIDER'S obligations under this Agreement, or if the PROVIDER violates any of the covenants, agreements, or stipulations of this Agreement, the CITY may order PROVIDER by written notice to stop the services or any portion of them until the cause for such order has been eliminated. If the PROVIDER fails to correct the cause within five (5) working days of date of written notice, CITY shall have the right to immediately terminate this Agreement. The PROVIDER shall be entitled to receive just and equitable compensation for any work satisfactorily completed.

Termination for Convenience: Notwithstanding the above, this Agreement may be terminated without cause by the City upon written notice delivered to the PROVIDER at least **thirty (30)** days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.

**5. STATUS OF PROVIDER:**

The Provider and his agents and employees are independent providers performing professional services for the City and are not employees of the City of Gallup. The Provider, and his agent and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City of Gallup as a result of this Agreement. Neither shall the City be liable to the Provider nor its Agents, nor their estates for any injury to person or property incurred in the course of the performance of this Agreement unless such injury shall have directly and proximately resulted from grossly negligent or reckless conduct on the part of the City or its Agents acting within the scope of their employment and official duties.

**6. INDEMNITY:**

The Provider shall indemnify and hold harmless the City, its officers and employees, against liability, claims, damages, losses or expenses arising out of bodily injury to persons' or damage to property caused by, or resulting from Provider's and /or its employees, own negligent act(s) or omission(s) while provider and/or its employees performs or fails to perform its obligations and duties under this agreement.

**7. ASSIGNMENT:**

The Provider shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

**8. SUBCONTRACTING:**

The Provider may subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City.

**9. UTILITIES:**

Provider will be responsible for natural gas service, utilities and any other services such as internet connections, cable television, etc.

**10. RECORDS AND AUDIT:**

The Provider shall maintain detailed time records which indicate the date, time, and nature of services rendered. These records shall be subject to inspection by the City of Gallup Finance Department and the New Mexico Auditor. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

**11. APPROPRIATIONS:**

The terms of this Agreement are contingent upon sufficient monies being made available by the City of Gallup for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City of Gallup, this Agreement shall terminate upon written notice being given by the City to the Provider. The City's decision as to whether sufficient appropriations are available shall be accepted by the Provider and shall be final.

**12. RELEASE:**

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

**13. CONFIDENTIALITY:**

Any information, including patient information given to or developed by the Provider in the performance of this Agreement shall be kept confidential and shall only be made available to any individual or organization by the Provider, in accord with all applicable Federal and State law and regulation, including HIPAA regulations, or pursuant to the Order of a Court or Agency of competent jurisdiction. Upon completion of the Term of this Agreement, Provider may access and retain physical copies of all such information for business and treatment purposes, as permitted by law and regulation. All patient information shall be the property of Provider.

**14. CONFLICT OF INTEREST:**

The Provider warrants that it currently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under this Agreement. The Provider further covenants that in the performance of this Agreement no person having any such interest shall be employed by the Provider. The Provider warrants that it does not employ, has not employed, and will not employ during the term of this Agreement any City employee while such employee was or is employed by the City and participating directly or indirectly in the City's contracting process.

**15. AMENDMENT:**

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.

**16. SCOPE OF AGREEMENT:**

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have merged into this written Agreement. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement. And no subsequent agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless incorporated by way of amendment as described in Paragraph 15.

**17. NOTICE OF PROCUREMENT CODE:**

The Procurement Code of the City of Gallup imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.

**18. EQUAL OPPORTUNITY COMPLIANCE:**

The Provider agrees to abide by all Federal and State laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all

such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the Provider agrees to assure that no person in the United States shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under, any program or activity performed under this Agreement. If the Provider is found to be not in compliance with these requirements during the life of this Agreement, the Provider agrees to take appropriate steps to correct these deficiencies.

**19. INSURANCE:**

Provider shall provide and keep in force a certificate of insurance which shall be provided by the Program Coordinator in the maximum amount of liability exposure of the City under the New Mexico Tort Claims Act, Section 41-41 et. seq NMSA 1978 Comp. (revised) and includes statutory limits for commercial general liability including automotive/vehicle liability. Certificate evidencing the above shall be furnished to the City of Gallup with the City named as additional insured on all policies.

**20. IMPROVEMENTS TO PREMISES AND INVENTORY:** Provider agrees that any and all alterations, additions, and improvements of any nature, except moveable furniture, made at Provider's own expense after having first obtaining the written consent of City thereof, whether attached to the walls, floors, premises, or not, shall immediately merge and become a permanent part of the Gallup Detoxification Center, and any and all interest of the Provider therein shall immediately vest in City, and all such alterations, additions, and improvements shall remain on the said premises and shall not be removed by Provider at the termination of this contract. Any moveable furniture, which Provider is privileged to remove, must be removed by Provider on or before the termination of the contract. City and Provider will also agree to an inventory list of items purchased with BHIZ funding, such as desk top computers, monitors and other items that City will have on site at the beginning of this contract. Said inventory list will be signed by Provider and City and upon termination of the contract all items on said inventory will remain at the Gallup Detoxification Center and are the property of City. Any damaged items on the inventory list that are no longer usable by Provider shall be discarded only after inspection by City. Any replacement of such items by Provider will be clearly marked as Provider's property.

**21. APPLICABLE LAW:**

This Agreement shall be governed by the ordinances of the City of Gallup and the laws of the State of New Mexico.

**22. ENTIRE AGREEMENT:**

This Agreement represents the entire contract between the parties and, except as otherwise provided herein, may not be amended, changed, modified, or altered without the written consent of the parties hereto.

**23. WAIVER OF CONTRACTURAL RIGHT:**

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**24. SEVERABILITY:**

If any provision of this agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

**25. FORCE MAJEURE:**

Neither party shall be liable for any loss nor damage due to causes beyond its control, including fire, explosion, lightning, pest damage, power surges or failures, strikes or labor disputes, water, Acts of God, the elements of

war, civil disturbances, acts of civil or military authorities or public enemy, inability to secure raw materials, transportation facilities, fuel or energy shortages, acts or omissions of communications carriers, or other causes beyond that party's control. Either party may terminate this Agreement immediately upon written notice if the other party is prevented from performing its obligations under this agreement for a period of more than thirty (30) days due to the reasons set forth in this subsection.

**26. NOTICE:**

All notices, requests, demands or other communications required or desired to be made or given hereunder or in connection herewith shall be in writing and shall be deemed to be duly given if delivered in person or mailed by certified or registered mail, postage prepaid, to the parties at the following addresses, or to such other addresses as may from time to time be designated by the parties by written notice in the manner herein provided:

City of Gallup: Maryann Ustick  
City Manager  
P.O. Box 1270  
Gallup, New Mexico 87305-1270

Project Contact for the City: Debra L. Martinez  
Behavioral Health Investment Zone Program Manager  
P.O. Box 1270  
Gallup, NM 87305-1270

Provider: Na’Nizhoozhi Center, Inc.  
506 Frances St.  
Gallup, NM 87301  
505-722-9282

IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the date of executing by the City below

**PROVIDER:**

ORGANIZATION NAME: Na’Nizhoozhi Center, Inc. (NCI, Inc)

SIGNED BY: \_\_\_\_\_  
NAME AND TITLE: Kevin Foley, Ph.D. NCI, Executive Director

Date: \_\_\_\_\_

**CITY OF GALLUP, NEW MEXICO**

BY: \_\_\_\_\_  
Louie Bonaguidi, Mayor

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Alfred Abeita, City Clerk