

**GALLUP DETOXIFICATION CENTER
ADMINISTRATION AND OPERATIONS 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, 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 scope of work, paragraph 1; 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 the operation and administration of 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 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.

The City will provide:

1. A smoke detector/fire alarm/sprinkler system integrated with an operating door control access system.
2. A fully operation camera security/surveillance system. The Provider will maintain system.
3. Maintenance for the building including interior and exterior and all fixtures, excluding all custodial services.
4. Maintain the parking lot. Excluding custodial services.
5. An operational back-up electrical generator and provide the maintenance and diesel.

6. Sixteen (16) hospital beds.
7. Two (2) industrial washers and (2) dryers.
8. Stove and Dishwasher
9. Access to all existing accessory buildings on the property at the time of occupancy.
10. Commercial building/property insurance coverage.

B. Detoxification Services/Protective Custody

Officers are transported to the center primarily through the Gallup Police Department's Community 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 1st and 15th of the month of approximately 110 per day.

The Provider will provide appropriate intake screening to:

- Promptly assess the physical condition of the client (inspect for injuries requiring medical care, condition of clothing and person, take basic readings-blood pressure, blood glucose, etc.) Properly trained and appropriately licensed staff shall provide required clinical services.
- Record client personal and demographic information (name, address, phone number, family contact phone number or other information, location of pickup, etc.) The Provider shall be responsible for accurate and complete data collection for all client intakes. Due to the inebriated condition of some clients, some data may need to be collected during the discharge process.
- Perform initial breathalyzer (BRAC) measurement and record level on client file.
- Determine if patient requires immediate referral to another facility for acute care services.

The Provider will place the client into protective custody.

- The Provider shall offer a basic orientation about the facility and procedures to the client.
- All clients shall be monitored "eyes-on" on a 24 hour basis while they are in the protective custody holding area.
- Clients shall be checked periodically for their vital signs.
- Clients who are not ambulatory shall be placed in a "high-risk" monitoring area with appropriate staff to watch for seizures or other life-threatening conditions, which may require immediate intervention or other medical attention.
- Clients shall be provided with necessary nutrition and shelter while in protective custody.
- The Provider shall perform any assessment and counseling services as specified by their program.

The Provider will manage the client discharge process.

- Clients shall remain in protective custody until they have reached a breath alcohol content of 0.00%. The client shall be discharged pursuant to Subsection E of §43-2-8 NMSA 1978.
- The Provider shall record the date and time of discharge, along with the BRAC at discharge.
- The Provider shall offer appropriate assessment, counseling, and aftercare referrals as specified by their program.
- The Provider shall have the discretion to discharge the client during day light for client safety.

C. Reporting / Deliverables

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

- Number of client intakes with breakdowns by gender, city/state of residence, repeat client
- Length of stay of all admissions

- Number of clients referred to after-care/follow-up treatment
- Number of clients sent to the Indian Health Service or other health care facilities for medical detoxification
- Any other information requested by the City
- The Provider shall produce financial and other documents including the following:
 - Monthly reimbursement invoice
 - Monthly financial statements with detailed actual expenditures and revenues
 - Year-end cost reports
 - Annual audit reports

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 of \$835,000.00. “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.

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 June 30th, 2021.

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. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. AMENDMENT:

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

15. 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.

16. 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.

17. 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.

18. 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 41-4-1 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 personal property items, such as beds, chairs, tables and other moveable furniture 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 carries, 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

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