

PROFESSIONAL SERVICE FUNDING AGREEMENT

THIS AGREEMENT is effective October 1, 2020, by and between the **City of Gallup**, a Governmental entity, referred to as "City" and having an address of 110 West Aztec Ave., Gallup, New Mexico 87301, and to **SBS Consulting**, referred to as "Contractor" whose address is 10810 San Rafael Ave NE, Albuquerque, New Mexico 87122. The purpose of this Agreement is to provide for the funding with Indian Health Services Preventing Alcohol-Related Deaths through Social Detoxification Grant Funds by "City" to "Contractor" in providing Professional Evaluation Services for the City of Gallup.

It is mutually agreed between the parties as follows:

1. Scope of work:

"City" *is* concerned with the health, safety and welfare of the citizens of Gallup, New Mexico, and is responsible to administer Indian Health Services Preventing Alcohol-Related Deaths through Social Detoxification Grant Funds, and "Contractor" is qualified to serve as an Evaluator Consultant.

"Contractor":

1. shall provide culturally sensitive, comprehensive assessment and evaluation:
2. will be responsible for designing, reviewing and carrying out process and outcome evaluation activities of the *City* of Gallup for the Indian Health Services Preventing Alcohol-Related Deaths through Social Detoxification Grant, including designing evaluation instruments, gathering relevant base line and follow up data, tabulation and analysis of data, and producing evaluation reports;
3. will use specific core indicators, process and outcome evaluation instruments and protocols and standardized data collection procedures;
4. will identify gaps, needs, and barriers to improve systems that impede delivery of services including how operational outputs and outcome indicators will be used in the management of activities;
5. will take minutes during core group meetings and will identify quality improvement measures that need to be addressed;
6. will develop and maintain a system in which data can be shared among members identified by the Indian Health Services Preventing Alcohol-Related Deaths through Social Detoxification;
7. will assist Indian Health Services Preventing Alcohol-Related Deaths through Social Detoxification contractors and the City on the submission of quarterly reports to Indian Health Services.

8. will lead the development of an evaluation plan with clear identified measurable outcomes; a timeline for finalizing the set of intended outcomes; metrics for measuring quality; and a timeline for when milestones and outcomes will be achieved ;
9. will design and carry out final project evaluation and submit on a timely basis to the City of Gallup and Indian Health Services;
10. will attend grantee meetings, audits and evaluation meetings as required by Indian Health Services and or the City of Gallup.
11. will provide feedback, technical assistance, and support to staff in terms of the evaluation of the goals and objectives on a monthly basis or as needed;
12. will provide on-site visits and/or telephone contact on a monthly basis;
13. program Evaluator will assist in the Reapplication Process by developing an updated Evaluation Plan and a Logic Model if needed;
14. will develop a PowerPoint presentation of the Needs Assessment Highlights, program progress and present to City Council, County Commission and community as needed;

2. Compensation:

"City" will appropriate to "Contractor" in an amount not to exceed **eighty thousand dollars and no/100's (\$80,000)** inclusive of New Mexico Gross Receipts Tax in Indian Health Services Preventing Alcohol-Related Deaths through Social Detoxification funds. "Contractor" shall invoice "City" on a monthly basis in the amount up to six thousand six hundred and sixty-six dollars and 72/100's (\$6,666.72) Dollars per month as deemed mutually suitable until paid in full and all services are rendered. The parties agree that any unexpended surplus money shall revert to "City".

"City" shall appropriate the necessary costs from the BHIZ Grant Fund to obtain professional services.

3. Term of Contract:

This agreement shall expire on September 29, 2021 or upon the expenditure of the full amount of the appropriated funds, whichever occurs first.

This agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days in advance. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. In any event, this agreement shall be in effect from October 1st, 2020 until completed, unless terminated early pursuant to this agreement.

4. Status of Contractor; Identification:

"Contractor", its' agents, and employees are independent contractors performing professional services for "City" and are not employees of the "City" nor shall they receive any benefits thereto.

"Contractor", its' agents, and employees shall not accrue leave, retirement, insurance, bonding, use of "City" vehicles, or any other benefits afforded to the employees of "City" as a result of this agreement.

"City" shall not become liable to "Contractor", nor its' agents, nor its' employees, nor their estates for any injury to person or property incurred in the course of this agreement unless such injury shall have resulted from negligent conduct on the part of "City" or its' agents acting within the scope of their employment and official duties.

"Contractor" hereby acknowledges that all sums received hereunder are personally reportable by "Contractor" for income tax purposes as self-employment or business income.

5. Assignment:

"Contractor" shall not assign nor 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 "City".

6. Subcontracting:

"Contractor" may not subcontract without the written permission of the "City".

7. Appropriations:

The terms of this agreement are contingent upon sufficient moneys being made available by "City" for the performance of this agreement. If sufficient appropriations and authorizations are not made, this agreement shall terminate upon written notice being given by "City" to "Contractor". The decision of "City" as to whether sufficient appropriations are available shall be accepted by "Contractor" and shall be final.

8. Release:

"Contractor", upon final payment of the amount due under this agreement, releases "City", its' officers and employees, and volunteers from all liabilities, claims and obligations whatsoever arising from or under this agreement.

9. Confidentiality:

Any information given to or developed by "Contractor" in the performance of this agreement shall be kept confidential and shall not be made available to any individual or organization by "Contractor" without the prior written approval of "City", unless release is authorized or required by Federal Law, the Laws of the State of New Mexico, or Rules and Regulations promulgated by appropriate New Mexico State Agencies. "Contractor" agrees to abide by the Standards for Privacy of Individually Identifiable Health Information, 45 CFR Parts 160 and 164, the Regulations promulgated by the Department of Health & Human Services pursuant to HIPAA, the Health Insurance Portability and Accountability Act of 1966 (the "HIPAA Regulations").

10. Product of Service, Copyright:

All written materials developed and equipment purchased specifically for "City" by "Contractor" under this agreement shall become property of "City" and shall be delivered to "City" not later than the termination date of this agreement. Nothing produced, in all or in part by "Contractor" under this agreement shall be the subject of an application for copyright by or on behalf of "Contractor."

11. Conflict of Interest:

"Contractor" warrants that it presently has no interest and shall not acquire any interest direct or indirect that would conflict in any manner or degree with the performance or services required under this agreement. "Contractor" shall comply with the provisions of Section 10-16-1 through 10-16-18, NMSA 1978, which requires disclosure in writing to the Office of the Secretary of State of amounts received under contract when and if such provisions become applicable.

12. Amendment:

This agreement shall not be altered, changed, or amended, except by an instrument in writing executed by the parties thereto.

13. 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 are merged into this written agreement. No prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this agreement. 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 13.

14. Notice:

The Procurement Code Sections 13-1-28 through 13-1-199, NMSA 1978, is applicable to this agreement in that it imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

15. Equal Opportunity Compliance:

"Contractor" agrees to abide by all Federal and State laws 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, rules, regulations, and Executive Orders of the Governor of the State of New Mexico, "Contractor" agrees to assure that no person in the United States shall, on the grounds of race, color, national origin, political affiliation, religious faith or absence thereof, sex, sexual preference, age, handicap or status as a Vietnam era veteran, be excluded from employment with or participation in or be denied the benefits of or be otherwise subjected to discrimination under any program or activity performed under this agreement. If "Contractor" is found not to be in compliance with these requirements during the life of this agreement, "Contractor" agrees to take appropriate steps to correct these deficiencies.

16. Applicable Law:

This agreement shall be governed by the laws of the State of New Mexico and venue to enforce this agreement or any terms shall lie in the District Court of the eleventh Judicial District in the County of McKinley, State of New Mexico.

17. Equipment

All Capital Equipment purchased with "City" funds under this Agreement shall become property of "City" and shall revert to "City" at the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date of execution of the officer stated below

SBS Consulting

By: _____ **Date:** _____

Sindy Bolanos-Sacoman, CEO

CITY OF GALLUP

By: _____ **Date** _____

Maryann Ustick, City Manager

ATTEST:

Alfred Abeita II, City Clerk