

# **GALLUP SOCIAL DETOX AND EXPANDED SHELTER AND TREATMENT SERVICES**

THIS AGREEMENT entered into effective the 30th day of September, 2022 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 for women clients with approximately 10 hospital beds. The high-risk area is located next to the protective custody area and has approximately six hospital beds for placement of clients requiring continuous observation for conditions requiring immediate medical attention. In addition there are two large areas used for a shelter program. The kitchen is operational and must maintain compliance with Fire Marshall and State Environmental Department Codes. 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 and operating keys (fobs) and maintain both systems.
2. A fully operation camera security/surveillance system.
3. Maintain HVAC system, building exterior including roof.
4. Maintain lighting system that is inaccessible, which needs specialized equipment.
5. Maintain the parking lot.
6. An operational back-up electrical generator and provide the maintenance and diesel.

7. Maintain the grounds of the facility (excluding spiritual ground).
8. Access to all existing accessory buildings on the property.
9. Commercial building/property insurance coverage.
10. Commercial range stove
11. Commercial dishwasher
12. Commercial stainless steel tables (2)
13. Desk, chairs, file cabinets (7 offices)
14. The center has two (2) industrial washers and two (2) industrial dryers and the city will replace one Industrial washer
15. Data on the number of annual unattended/exposure deaths
16. Camera system

### **B. Detoxification Services/Protective Custody**

These services are being provided to complement, expand and enhance services that are already provided in accordance with attached contracts labeled as Exhibit A: Gallup Detoxification Center intensive services Agreement and Exhibit B: Gallup Detoxification Center Administration and operations agreement and agreement for emergency shelter during winter months.

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

The Provider reports shall include the following data and will adhere to quality control standards as required by the City and Grantor as long as they do not conflict with the Detoxification Reform Act of 2005, state and federal quality control standards.

- Number of client intakes with breakdowns by gender, city/state of residence, repeat client
- Number hygiene kits distributed
- Number of hot meals provided
- Number of clients transported to medical appointments
- Number of clients transferred to detox from GIMC ER
- Number of clients referred to GIMC emergency room
- Number of clients referred to treatment
- Number of clients enrolled in a treatment program
- Number of clients enrolled in Outpatient treatment at NCI
- Number of clients who access safe housing or shelter
- Any other information requested by the City such as program successes and challenges.
- The Provider shall produce financial and other documents including the following:
  - Monthly invoice
  - Monthly financial statements with detailed actual expenditures
  - Year-end cost reports
  - Annual audit reports

### **D. Shelter**

The Provider also agrees to expand services to provide 24 hour shelter care. The expansion shall include up to 36 male beds and up to 24 female beds. The shelter will be made available to any community member after their 72 hour hold or a 12 hour hold at social detox and / or sober walk-ins in need of shelter. Shelter residents will have access to individual counseling, group therapy, employment assistance, hot meals, transportation to medical appointment, and Case Management for a variety of social needs.

### **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 \$275,000.00 inclusive of gross receipts tax. "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 September 30th, 2022 thru December 31st, 2022.

**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:**

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

**9. UTILITIES:**

Provider will be responsible for natural gas services, utilities service 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. The Provider shall maintain all background checks and documentation of training to ensure staff is qualified. 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. An inventory of City and NCI personal property exist. Any additional property purchased by each entity will be added to their respective list. Said inventory lists will be signed by Provider and City and upon termination of the contract all items on said inventory which belong to the city of Gallup will remain at the Gallup Detoxification Center and are the property of City. All said inventory on NCI's inventory list will revert back to NCI and will be removed. 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. Inventory purchased by the IHS Preventing Alcohol Related Deaths Grant (PARD) will be deposited in compliance with federal grant requirements.

**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: \_\_\_\_\_

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

NAME AND TITLE: Kevin Foley, Ph.D. NCI, Executive Director

**CITY OF GALLUP, NEW MEXICO**

BY: \_\_\_\_\_

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

Maryann Ustick, City Manager

**ATTEST:**

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