



# Torrance County Commission

## AGENDA

Tuesday July 31st, 2018

2:30 P.M.

Please Silence All Electronic Devices

**Special Meeting to be Held at:**

*Administrative Offices of Torrance County*

*Commission Chambers*

*205 9<sup>th</sup> Street*

*Estancia, NM 87016*

Call Meeting to Order  
Pledge of Allegiance  
Invocation  
Approval of Meeting Agenda

### **ACTION ITEMS\*:**

#### **ITEMS TO BE CONSIDERED AND ACTED UPON**

(Public Comment, each item: At the Discretion of the Commission Chair. Comments are limited to two (2) minutes per person.)

### **\* Commission Matters:**

1. Resolution 2018-39 Budget Increase
2. Resolution 2018-38 Fourth Quarter Report for Fiscal Year 2017-2018
3. Resolution 2018-37 Adoption of 2018/2019 Fiscal Year Budget
4. FY19 Professional Services Contract between Torrance County and Presbyterian Medical Services
5. Memorandum of Agreement between Torrance County and Presbyterian Medical Services for Cleaning Expenses

### **\*Adjourn**

If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting, please contact the Torrance County Manager's Office at 205 9<sup>th</sup> Street Room 12 Estancia, NM 87016 (505) 544-4700 at least one week prior to the meeting or as soon as possible. Public documents, including the agendas and minutes, can be provided in various accessible formats. Please contact the Torrance County Clerk's Office at 205 9<sup>th</sup> Street Room 1 Estancia, NM 87016 (505) 544-4350 if a summary or other type of accessible format is needed.



***TORRANCE COUNTY***  
**RESOLUTION # 2018-39**  
**Budget Increase**

**WHEREAS**, the Torrance County Commission in regular session on Wednesday, July 31<sup>st</sup> 2018 did propose to authorize a budget increase in the FY 2017-18 Budget, and

**WHEREAS**, budget increases require authorization from the Department of Finance and Administration, and

**WHEREAS**, we request authorization for the following budget increase:

(See Attachment A)

**NOW THEREFORE**, we respectfully request approval for the attached budget increase in the FY 2017-18 budget from the Department of Finance and Administration.

**DONE** at Estancia, New Mexico, Torrance County this 31<sup>st</sup> day of July 2018.

**TORRANCE COUNTY COMMISSION**

\_\_\_\_\_  
**James W. Frost, District 1**

**Attest:**

\_\_\_\_\_  
**Julia DuCharme, District 2**

\_\_\_\_\_  
**County Clerk**  
**DFA Approval**

\_\_\_\_\_  
**Javier E. Sanchez, District 3**



***TORRANCE COUNTY***  
**RESOLUTION # 2018-38**

**WHEREAS**, the Governing Body in and for the County of Torrance, has reviewed the Fourth Quarter Report for Fiscal Year 2017-2018, and;

**WHEREAS**, said Fourth Quarter Report was completed using current Torrance County figures and balances and compiled into the Department of Finance and Administration's approved forms by the Torrance County Finance Department, and;

**WHEREAS**, the Fourth Quarter Report is hereto attached, and;

**NOW THEREFORE BE IT RESOLVED**, that the Board of County Commissioners, Torrance County hereby finds the Fourth Quarter Report to be accurate and true and respectfully requests approval from the Local Government Division of the Department of Finance and Administration.

**DONE** at Estancia, New Mexico, Torrance County this 25<sup>th</sup> day of July 2018.

**TORRANCE COUNTY COMMISSION**

\_\_\_\_\_  
**James W. Frost, District 1**

**Attest:**

\_\_\_\_\_  
**Julia DuCharme, District 2**

\_\_\_\_\_  
**County Clerk**

\_\_\_\_\_  
**Javier E. Sanchez, District 3**



***TORRANCE COUNTY***  
**RESOLUTION # 2018-37**

**A RESOLUTION RELATING TO FINANCE;  
ADOPTING THE PROPOSED 2018-2019 FISCAL YEAR BUDGET; AND REQUESTING  
STATE OF NEW MEXICO, DEPARTMENT OF FINANCE AND ADMINISTRATION, LOCAL  
GOVERNMENT DIVISION, BUDGET AND FINANCE BUREAU APPROVAL**

**WHEREAS**, the Governing Body of Torrance County, New Mexico, has developed a budget for the 2018-2019 fiscal year; and

**WHEREAS**, the budget was developed on the basis of need and through cooperation with all user departments, elected officials, and department directors; and

**WHEREAS**, official meeting(s) for the review of the budget were advertised in compliance with the State Open Meetings Act, and

**WHEREAS**, it is the majority opinion of this Governing Body that the proposed budget meets the requirements as currently determined for the 2018-2019 fiscal year; and

**NOW THEREFORE, BE IT RESOLVED** by Torrance County Commission.

**DONE** at Estancia, New Mexico this 25<sup>th</sup> day of July, 2018

**TORRANCE COUNTY COMMISSION**

\_\_\_\_\_  
**James W. Frost, District 1**

**Attest:**

\_\_\_\_\_  
**Julia DuCharme, District 2**

\_\_\_\_\_  
**County Clerk**

\_\_\_\_\_  
**Javier E. Sanchez, District 3**

TORRANCE COUNTY  
PROFESSIONAL SERVICES CONTRACT

This contract is entered into this 1<sup>st</sup> day of July, 2018, by and between the COUNTY of Torrance, hereinafter referred to as “ COUNTY”, and Presbyterian Medical Services, hereinafter referred to as “CONTRACTOR”. The parties agree:

ARTICLE 1. SCOPE OF WORK

- A. The CONTRACTOR shall operate a primary care clinic (the “Clinic”) in Mountainair, New Mexico and shall recruit, provide and retain health care personnel to ensure adequate availability of primary health care services at the Clinic. This Contract is only for the provision of primary health care and dental care and shall be restricted to expenditures for those purposes and in accordance with the budget in Attachment I. Such provision of health care personnel may be through direct employment or subcontracting by the CONTRACTOR. All candidates shall be considered on an equal opportunity basis without regard to race, age, color, national origin, sexual orientation, handicap or disability, religion or ethnicity. All candidates must be licensed or certified in the State of New Mexico or be eligible for licenser in accordance with the applicable laws and regulations of the appropriate professional boards.
- B. The CONTRACTOR shall recruit, provide and retain, either directly as employees or through a subcontract, any other personnel necessary for the operation of the Clinic. Whenever possible, as qualifications allow, the CONTRACTOR shall employ or subcontract with residents of the COUNTY.
- C. The CONTRACTOR shall provide not less than a “minimum level of primary health care services” which includes basic primary medical care services provided to the general population by a physician or midlevel practitioner.
- D. The CONTRACTOR shall provide to the COUNTY a copy of policies and procedures which assure that no person will be denied services because of ability to pay. The policies and procedures should address the needs of medically indigent persons below the federal poverty level guidelines who are not covered by third party payers, as well as those between 100% and 200% of the federal poverty level who do not have third party coverage. The CONTRACTOR shall post a notice in a conspicuous location in the patient waiting area that a sliding fee discount is available to eligible persons with income up to 200 percent of the federal poverty level who are not covered by third party payers. A copy of the sliding fee schedule shall be provided to the COUNTY no later than November 15<sup>th</sup> of the current calendar year.
- E. The CONTRACTOR shall assess all patients without third party coverage for Medicaid eligibility and participate, as appropriate, in on-site Medicaid eligibility determination, presumptive eligibility and EPSDT. The CONTRACTOR shall

provide a monthly report to the COUNTY on the number of presumptive eligibility applications at the Clinic.

- F. The CONTRACTOR shall review Medicaid and Medicare reimbursement to assure maximization of generated revenues. The CONTRACTOR shall provide a monthly report to the COUNTY showing the number of patient encounters, charges by source and revenues by source. Revenues from Medicaid and Medicare shall reflect all payments including any cost settlements with the State or Federal Government. This monthly report shall also delineate any other revenues and the amounts received, including Federal Section 330 funds, other Federal or State grants, County indigent funds, interest earnings, donations and all other sources of revenue for the Clinic or its services. This monthly report shall be provided no later than the tenth of each month for the preceding month. In addition, the following reports need to be provided by August 3, 2012:
1. Detailed narrative Quality Improvement/Assurance Plan
  2. Contract Action Plan
  3. Annual Projected Level of Operations for the clinic
  4. Health Outcome Measure – Diabetes hbA1c Control Annual Measurement Report
- G. The CONTRACTOR shall bill and collect payments for all billable patient care services. The CONTRACTOR shall maintain records to identify patient care encounters and collections including revenue source. The CONTRACTOR shall implement billing systems that will maximize collections of patient revenues.
- H. The CONTRACTOR shall maintain medical records at the Clinic and comply with all State and Federal regulations governing the maintenance and confidentiality of medical records.
- I. The CONTRACTOR shall maintain personnel records on all employees and conduct at least annual performance reviews. The CONTRACTOR shall also perform an annual performance review of any provider retained through contractual arrangements.
- J. The CONTRACTOR shall collaborate with all local health organizations, public or private providers to avoid duplication of services and to promote maximum efficiency.
- K. The CONTRACTOR shall submit a detailed invoice to the Torrance County Manager's Office by the tenth day of every month, reflecting the total allowable expenses incurred for the previous month.
- L. The CONTRACTOR shall maintain appropriate licenses for the Clinic and staff.

- M. The CONTRACTOR shall submit monthly written reports describing all activities and services of the Clinic to the Torrance County Manager's Office by the tenth day of each month or more frequently if requested. Such reports shall be in a format as provided by the State Department of Health.
- N. The CONTRACTOR shall supply personnel, supplies, equipment and any other clinic needs at the CONTRACTOR'S expense in accordance with the budget attached to this Contract Attachment I.
- O. The CONTRACTOR shall participate in program evaluation site visits conducted by the Department of Health, Community Health Systems Division.
- P. The CONTRACTOR shall identify Torrance County as a funding source of the Clinic. The CONTRACTOR shall post notice of this funding source in a conspicuous location in the patient waiting area.
- Q. The CONTRACTOR shall provide to the COUNTY written documents of the Clinic's licenser status no later than December 1<sup>st</sup> of the current year.
- R. The CONTRACTOR shall submit to the County by August 1<sup>st</sup> of the current calendar year a plan for the clinic which includes the following:
1. Estimated level of services for primary health care and dental health care, including staffing, hours of operation, after hour coverage and other relevant information.
  2. Detailed information on ancillary services to be provided including lab, x-ray, pharmacy and any other ancillary services, including information on what services will be provided at the Clinic facility.
  3. Detailed information on any specialty clinics to be provided at that Clinic facility and the hours of services.
  4. An explanation of the referral relationships with EM, hospitals, dental and other care services.
  5. An explanation of how integration and coordination with all public and private providers will be accomplished.
  6. A plan for increasing the Clinic utilization.
  7. An explanation of proposed outreach activities to increase awareness of the Clinic's services.
  8. Evaluation methods to determine the effect of the Clinic activities on the overall health of residents in the COUNTY.

## ARTICLE 2. COMPENSATION

For services satisfactorily performed pursuant to the Scope of Work, the CONTRACTOR shall be reimbursed by the COUNTY a total amount not to exceed \$73,100.00 (of which \$66,100.00 is for the daily operations and \$7,000 is for the Health Outcome Measure – Diabetes hbA1c Control Annual Measurement Report ). Allowable reimbursable cost shall be only as outlined in the Budget, which is hereby made a part of this Contract as Attachment I.

## ARTICLE 3. PAYMENT

Payment under this contract shall be on the basis of reimbursement of costs incurred and allowable under the cost categories identified in the Budget, Attachment I. Cost claimed for reimbursement must be substantiated. The CONTRACTOR shall submit to the COUNTY at the close of each month, an invoice reflecting the total allowable costs incurred during the preceding month. Source documentation of the actual expenditures reimbursed shall be made available to the COUNTY without notice in accordance with the Article II, Records and Financial Audit of this Contract, for inspection.

## ARTICLE 4. TERM

This Contract shall be effective July 1, 2018 and shall terminate on June 30, 2019.

## ARTICLE 5. TERMINATION

- A. The COUNTY may, by written notice to the CONTRACTOR, terminate the whole or any part of this Contract in any one of the following circumstances:
1. Either the COUNTY or CONTRACTOR may terminate this Contract without cause upon thirty (30) days written notice to the other party.
  2. If the CONTRACTOR fails to comply with any terms, conditions, requirement or provisions of this Contract, the COUNTY shall notify the CONTRACTOR in writing and, should the CONTRACTOR not remedy such failure within a period of time specified in writing by the COUNTY, the Contract may be terminated immediately following the end of the time period for remedial action.
  3. If, during the term of this Contract, the CONTRACTOR or any of its offices, employees or agents commit client abuse, neglect or exploitation, malpractice, fraud embezzlement or other serious misuse of funds, the COUNTY may terminate this Contract immediately upon written notice to the CONTRACTOR.



4. The COUNTY may terminate this Contract pursuant to the Appropriations Article of this Contract.

B. By the methods of termination provided in this subsection, neither party may mollify obligations already incurred for the performance or failure to perform prior to the date of termination.

#### ARTICLE 6. TERMINATION MANAGEMENT

If this contract is terminated pursuant to the provisions of this Contract or if the parties mutually agree to discontinue their contractual relationship or upon expiration of the term of the Contract, immediately upon receipt by either the COUNTY or the CONTRACTOR of written notice of termination the CONTRACTOR shall: 1) Not incur any further obligations for salaries, services or any other expenditure of funds under this Contract without the written approval of the COUNTY. 2) Not make any new purchases. 3) Comply with all directives issued by the COUNTY in the notice of termination as to the performance of work under this Contract. 4) Take such action as the COUNTY shall direct for the protection, preservation, retention or transfer of all property listed to the COUNTY and contact records generated under this Contract. 5) On the date of termination of this Contract, the CONTRACTOR shall furnish to the COUNTY: a) a complete detailed inventory of nonexpendable COUNTY property as defined in the Property Article of this Contract and b) a final closing of the financial records and books of accounts which were required to be kept by the CONTRACTOR under the provision of this Contract regarding financial records.

#### ARTICLE 7. STATUS OF CONTRACTOR

The CONTRACTOR and its agents and employees are independent CONTRACTORS performing professional services for the COUNTY and are not employees of the COUNTY. The CONTRACTOR and its agents and employees shall not, as a result of this agreement, accrue leave, retirement, insurance, bonding, use of state vehicles or any other benefits afforded to employees of the COUNTY.

#### ARTICLE 8. GOVERNING BODIES

A. The parties agree that the Governing Bodies of the CONTRACTOR shall have the right and responsibility to establish policy for the CONTRACTOR and shall be elected to ensure that such policy is established by the Governing Bodies in an impartial and independent manner. Nothing herein shall in any way restrict the authority of the GOVERNING BODIES from appropriately delegating day-to-day management responsibilities of its employees, agent or agents. By such delegation, employees and/or agents for the CONTRACTOR, must conduct the operation of the CONTRACTOR consistent with the policies and procedures approved by the Governing Bodies.

- B. No employee of the CONTRACTOR, including the Executive Director, shall be a member of any Board or Council of the Councils, that employee shall resign from that Board or Council or shall resign his employment on the staff of the CONTRACTOR effective no later than three (3) weeks after the beginning date of this Contract.
- C. If the CONTRACTOR is not a corporation but a single proprietorship or partnership, the above requirements of paragraphs A and B do not apply.

#### ARTICLE 9. ASSIGNMENT

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

#### ARTICLE 10. SUBCONTRACTING

The CONTRACTOR shall not subcontract any portion of the services to be performed under this Contract without the prior written approval of the COUNTY. The CONTRACTOR must provide a copy of all approved subcontracts and any amendments to the COUNTY.

#### ARTICLE 11. RECORDS AND FINANCIAL AUDIT

The CONTRACTOR shall maintain detailed time records which indicate the date, time and nature of services rendered during the Contract term and retain them for a period of three (3) years from date of final payment under the Contract. The records shall be subject to inspection by the COUNTY, the State of New Mexico Department of Finance and Administration, the State Auditor and its agents. The COUNTY shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the COUNTY to recover excessive or illegal payments.

#### ARTICLE 12. AUDIT REQUIREMENT

- A. If the total compensations received under this Contract exceed \$20,000, the CONTRACTOR shall determine the extent of and make arrangements for auditing fiscal and performance compliance.
- B. If the CONTRACTOR receives at least \$25,000 in federal funds under this or any combination of state contracts, the CONTRACTOR shall determine the extent of and make arrangements for auditing fiscal and performance compliance in accordance with the requirements of Federal Office of Management and Budget Circulars A-128, A-133 and the Single Audit Act.

- C. All audits performed under the requirement of paragraphs A and B above shall be done at the CONTRACTOR'S expense. The CONTRACTOR shall make arrangements to have its audit completed by not later than six (6) months after the end of the CONTRACTOR'S fiscal year. Within fifteen (15) days of completion, the CONTRACTOR shall send two (2) copies of the audit report and management letter to the COUNTY.

#### ARTICLE 13. STANDARDS FOR LICENSING

The CONTRACTOR shall comply with all applicable state and federal laws and regulations concerning professional and health facility licensing and certification requirements and any other applicable legal requirements.

#### ARTICLE 14. DISCLOSURE OF INFORMATION

- A. It shall be the responsibility of the CONTRACTOR to protect the identity, directly or indirectly, of individual clients receiving services provided through this Contract. For purposes of COUNTY audits, research or program evaluation, client records shall be disclosed to the COUNTY under the following circumstances: 1) If the client gives written consent for disclosure, (2) If all identifying information excluded from the client's record or (3) If disclosure is pursuant to any applicable laws or regulations.
- B. Disclosure of client information shall be made to the COUNTY as necessary for the proper administration of this Contract. The COUNTY shall maintain the confidentiality of all client records, irrespective of whether or when the client ceases to be a client.
- C. The CONTRACTOR agrees to retain the client records of all clients served during the term of this Contract and also for a period of at least three years from the last date client services provided unless the client records are transferred to another custodian of the records pursuant to the Termination Management Article of this Contract. Retention or disposal of the client records following the three year period remains within the discretion of the CONTRACTOR.

#### ARTICLE 15. PROGRAM EVALUATIONS

- A. In order to monitor the performance of services and compliance with the provisions of this Contract by the CONTRACTOR, employees of the COUNTY and/or State and Federal agencies which have provided funds under this Contract or their duly authorized representatives, shall visit the offices of the CONTRACTOR when necessary to examine the CONTRACTOR'S operations and records. Client record shall be reviewed in accordance with the Disclosure of Information Article.

B. Site visits shall be conducted by the COUNTY and follow-up site visits shall be conducted when appropriate. Advance notice of the annual site visit shall be provided by the COUNTY to the CONTRACTOR except when exigent circumstances exist. Follow-up site visits and other visits may be made by the COUNTY without advance notice to the CONTRACTOR.

#### ARTICLE 16. RELEASE

The CONTRACTOR, upon final payment of the amount due under this Contract, releases the COUNTY, its officers and employees and the State of New Mexico from all liabilities, claims and obligations not assumed herein by the COUNTY or the State of New Mexico, unless the CONTRACTOR has express written authority to do so, and then only within the strict limits of that authority.

#### ARTICLE 17. INDEMNIFICATION

The CONTRACTOR will indemnify and hold harmless the COUNTY, including payment of costs and attorney fees, against all claims, suits, liability or damages which may be brought, found or levied against the COUNTY as a result or arising out of the services and actions of CONTRACTOR under this contract.

#### ARTICLE 18. GENERAL AND PROFESSIONAL LIABILITY

As between the parties, each part will be responsible for liability arising from personal injury or damage to people or property occasioned by its agents or employees in the performance of this agreement, subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act (Section 41-4-1, et seq. NMSA 1978).

#### ARTICLE 19. PRODUCT OF SERVICES COPYRIGHT

All materials developed or acquired by the CONTRACTOR under this Contract shall become the property of the State of New Mexico and shall be delivered to the COUNTY no later than the termination date of this Contract. Nothing produced in whole or in part, by the CONTRACTOR under the Agreement shall be the subject of an application for copyright or on behalf of the CONTRACTOR.

#### ARTICLE 20. CONFLICT OF INTEREST

The CONTRACTOR warrants that the presently has no interest and shall not acquire any interest, direct or indirect which would conflict in any manner or degree with the performance of services required under this Contract.

#### ARTICLE 21. AMENDMENT

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

## ARTICLE 22. SCOPE OF AGREEMENT

This Contract incorporates all the agreements, covenants and understanding between the parties hereto concerning the subject matter hereof and all such covenants, agreements and understandings have been merged into this written Contract. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract.

## ARTICLE 23. APPLICABLE LAW

This agreement shall be governed by the laws of the State of New Mexico.

## ARTICLE 24. APPROPRIATIONS

The performance of this CONTRACT is subject to the condition precedent that sufficient funds are appropriated, authorized, and allocated by the Legislature of the State of New Mexico and/or by the federal government. If sufficient appropriations, authorizations, are not made by the Legislature of the State of New Mexico and/or by the federal government, necessitating a decrease in the amount of CONTRACT funds available for expenditure by the COUNTY, this CONTRACT may be terminated or unilaterally amended to a lower amount of funds upon written notice by the COUNTY to the CONTRACTOR. If the COUNTY proposes a CONTRACT amendment to unilaterally reduce CONTRACT funding, the CONTRACTOR shall have the option to terminate the CONTRACT upon thirty (30) days written notice to the COUNTY, or re-negotiate a reduced scope of service.

The decision of the COUNTY as to the amount of the CONTRACT funds available for expenditure from the appropriation and/or allocations shall be final and binding on the CONTRACTOR.

## ARTICLE 25. BONDING

Each person employed by the CONTRACTOR who handles funds under this Contract, including persons authorizing payment of such funds, shall be covered by the terms of a fidelity bond providing for indemnification of losses occasioned by (1) any fraudulent or dishonest act or acts committed by any of the CONTRACTOR'S employees, either alone or in collusion with others and (2) failure of the CONTRACTOR or any of its employees to perform faithfully his duties or to account properly for all monies and property received by virtue of this position of employment. This fidelity bond shall be in the amount of not less than Ten Thousand dollars (\$10,000.00).

## ARTICLE 26. PROPERTY

Title to all property furnished by the COUNTY shall remain in the COUNTY. Title to all property acquired by the CONTRACTOR, including acquisition through lease-purchase Contract, for the cost of which the CONTRACTOR is to be reimbursed as a direct item

of cost under the Contract shall immediately vest in the COUNTY upon delivery of such property to the CONTRACTOR. Title to other property, the costs of which is to be reimbursed to the CONTRACTOR, under this Contract, shall immediately vest in the COUNTY upon (1) issuance for use of such property in the performance of this Agreement or (2) use of such property in the performance of this Agreement or (3) reimbursement of the cost thereof by the COUNTY, whichever first occurs.

Title to the COUNTY property shall not be affected or lose its identity by reason of affixation to any realty or attachment at law.

The CONTRACTOR shall maintain a property inventory and administer a program of maintenance, repair and protection of COUNTY property so as to assure its full availability and usefulness for performance under this Contract.

In the event the CONTRACTOR is indemnified, reimbursed or otherwise compensated for any loss or destruction of, or damage to COUNTY property during the period of this Contract, it shall use the proceeds to repair or replace the COUNTY property.

#### ARTICLE 27. EQUAL EMPLOYMENT OPPORTUNITY

The CONTRACTOR hereby agrees to comply with the Civil Rights Act of 1964 (42 U.S.C.200d, et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681, et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794 et seq.), Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.), the Americans with Disabilities Discrimination Act of 1975 (42 U.S.C. 12150 et seq.) and all other applicable federal and state laws and regulations. These laws and regulations prohibit discrimination on the grounds of race, color, national origin, sex, age, religion, sexual preference, medical condition, handicap or disability. The CONTRACTOR also agrees to comply with all relevant rules, regulations, and orders of the U.S. Secretary of Labor.

The agreement is binding on the CONTRACTOR, its successor, transfers, assignees and subcontractors as long as they receive funding or other assistance originating from the COUNTY or retain possession of any property belonging to the COUNTY.

#### ARTICLE 28. POLITICAL ACTIVITY

No funds hereunder shall be used for any partisan activity or to further the election or defeat of any candidate for public office.

#### ARTICLE 29. LOBBYING

The CONTRACTOR shall not use any funds received under this Contract for the purpose of hiring a lobbyist or lobbyists to engage in the lobbying on its behalf as defined in the Lobbyist Regulation Act, Section 2-11-1, et seq. NMSA 1978.

ARTICLE 30. PENALTIES

The Procurement Code Sections 13-1-28 to 13-1-199, NMSA 1978, imposes both criminal and civil penalties for violation of its provisions, New Mexico statutes impose criminal penalties where bribes, gratuities or kickbacks have been solicited, given or received in contracts involving public money.

SIGNED BY:

TORRANCE COUNTY

By: \_\_\_\_\_ /\_\_\_\_\_/\_\_\_\_\_  
County Commission Date

By: \_\_\_\_\_ /\_\_\_\_\_/\_\_\_\_\_  
County Attorney Date

PRESBYTERIAN MEDICAL SERVICES

By: \_\_\_\_\_ /\_\_\_\_\_/\_\_\_\_\_  
President Date

Attachment I  
Budget

Total expenditures for this Contract shall not exceed \$73,100.00 and shall be only for the purpose of provision of primary health care and dental services for the Mountainair clinic and shall not include purchases of equipment or other capital items.

Diabetes hbA1c Control Annual Measurement Report	\$ 7,000.00
Monthly Operations and Services	\$ 66,100.00
Total Contract Amount	\$ 73,100.00

Torrance county Administrative Fees	\$ 7,600.00
Total Grant RPHCA Funding	\$ 80,700.00



## **MEMORANDUM OF AGREEMENT**

### **Between Presbyterian Medical Services and Torrance County Concerning the Allocation of Funds to Offset the Cleaning Expenses for County Senior Citizen Centers**

This Memorandum of Agreement (“MOA”) is hereby entered into this 1st day of July, 2018, between the County of Torrance (“County”), a political subdivision, organized and existing under the laws of the State of New Mexico and Presbyterian Medical Services (“PMS”), a governmental entity, organized and existing under the laws of the State of New Mexico.

WHEREAS, County owns three senior citizen centers within the County, to wit: Moriarty, Estancia and Mountainair; and

WHEREAS, PMS by agreement with County and through grant funding operates the senior citizen centers; and

WHEREAS, County has heretofore provided cleaning services for the senior citizen centers on a weekly basis but the need has grown for more frequent cleaning services; and

WHEREAS, the County has approved funding of Ten Thousand Dollars (\$10,000.00) to provide for cleaning of the senior citizen centers for FY18; and

WHEREAS, PMS has agreed to provide all necessary cleaning services for the senior citizen centers for the period of time beginning July 1, 2017 through June 30, 2018 for said amount of \$10,000.00.

**IT IS THEREFORE AGREED AND UNDERSTOOD** as follows:

1. PMS will provide for all necessary cleaning of the senior citizen centers in Moriarty, Mountainair, and Estancia for FY18 for the sole consideration of Ten Thousand Dollars (\$10,000.00).

2. Any amount expended for cleaning of said senior citizen centers in excess of the compensation set out herein shall be the responsibility of PMS.
3. PMS shall submit a monthly invoice to County in the amount of Eight Hundred Thirty Three Dollars and Thirty Three Cents (\$833.33) on or before the 25<sup>th</sup> day of each month and County shall remit payment for said amount within two weeks of receipt.
4. Either party may terminate this agreement upon thirty (30) days written notice to the other.
5. The funding provided by County for this agreement is appropriated only for FY18 and future years funding, if any, must be approved by the Board of County Commissioners of Torrance County.
6. This MOA and further agreements shall be governed by the law of the State of New Mexico.
7. This MOA supersedes any prior written or oral agreements or understandings between the parties hereto, regarding the subject matter hereof. This MOA shall not be amended or modified except by writing executed by each of the parties hereto.
8. If required by law, this MOA is not effective until approved by the State Department of Finance Administration or any other necessary State agency.

Witness our hands and seals on the date first above written.

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Torrance County Manager

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Presbyterian Medical Services

ATTEST:

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Torrance County Clerk