

**LUNA COUNTY BOARD OF COUNTY
COMMISSIONERS**

**RESOLUTION NO. 18-07
Proposed Inter/Intra Fund Budget Increases**

WHEREAS, the Luna County Board of County Commissioners has the statutory authority to approve, modify and amend the County's annual operating budget; and

WHEREAS, development of an annual budget includes a considerable amount of professional guessing about events that may occur in the future; and

WHEREAS, during the course of the budget year actual events can result in receiving revenues or making expenditures that were not expected at the time the budget was prepared and adopted; and

WHEREAS, it is necessary to adjust the County's adopted budget to properly provide for these unexpected events.

NOW THEREFORE BE IT RESOLVED that the Luna County Board of County Commissioners hereby adopts the changes to the County's Fiscal Year 106, July 1, 2017 through June 30, 2018 Budget proposed by the County's management staff and attached hereto in spreadsheet form, as amendments to the previously adopted operating budget.

PASSED, APPROVED AND ADOPTED THIS 11th DAY OF JANUARY, 2018.



LUNA COUNTY

LINDA M. Smerkovsky
Chairperson

ATTEST:

Andrea Rodriguez
Andrea Rodriguez, Luna County Clerk



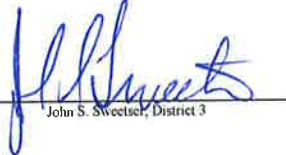
Be it remembered that at a Regular meeting of the Luna County Board of County Commissioners in Deming NM on the 11th day of January, 2018, the following budget adjustments are proposed and entered of record.

SCHEDULE OF BUDGET ADJUSTMENTS		Budget Resolution Number 18-07 Proposed Inter/Intra FUND Budget Increase							Entity Code	
ITEM NO	Adjustment Type	Fund/ DFA Fund	Dept.	From	Amount	To	Amount	Purpose	DFA Resolution Number	Adjusted Budget Balance
One	Increase	415/218	Community Services - SWAG Program	415/218	\$ (22,500.00)	415-77-1470 (Revenue) Success W/Adolescent Goals Grnt	\$ (22,500.00)	Awarded new contract for FY 18 for Success w/ Adolescent Goals program		
					\$ 22,500.00	415-68-2020 Supplies	\$ 22,500.00	To allow for expenditure of new contract award for FY 18 for Success w/ Adolescent Goals Program		
Two	Increase	415/218	Community Services - Healthy Kids New Mexico Grant	415/218	\$ (45,000.00)	415-77-1330 (Revenue) Healthy Kids NM Grant	\$ (45,000.00)	Awarded new contract for FFY 18 for Health Kids New Mexico Grant.		
					\$ 45,000.00	415-17-2330 Healthy Kids New Mexico Grant	\$ 45,000.00	To allow for expenditure of new contract award for FFY 18 for Healthy Kids New Mexico Grant Program		
Three	Increase	406/220	Indigent Health Care	406/220	\$ 150,000.00	406-19-2018 Inmate Medical	\$ 150,000.00	To pay for contract with CorrValues LLC for inmate medical costs at Luna County Detention Center/		
Four	Increase	608/700	Commissary Fund	608/700	\$ 85,000.00	608-21-2052 Commissary Fund	\$ 85,000.00	To pay for inmate commissary expenses for remainder of fiscal year.		
					\$ 235,000.00		\$ 235,000.00		\$ 410,955.39	\$ 645,955.39

NOW, THEREFORE, it is respectfully requested that the Luna County Commissioners, authorize the above adjustments to the Luna County Budget.

Done at Deming New Mexico this Thursday the 11th day of January, 2018.

LUNA COUNTY BOARD OF COUNTY COMMISSIONERS

 Barbara L. Reedy, District 1
  Linda M. Smrkovsky, District 2
  John S. Sweetser, District 3



ATTEST:

Andrea Rodriguez, Luna County Clerk

Entered By:

Date

Checked By:

Date

MEMO

To: County Manager/Commissioners
From: Jessica Jara
Department: Community Health & Well Being
Date: 11/21/2017

Total of Request

Re: Budget Request for a BUDGET TRANSFER [] \$

BUDGET INCREASE [X] \$22,500.00

TRANSFER FROM

FUND or Line Item Number	Line Item Description	Current Line Balance	Proposed Transfer Amount

TRANSFER TO

FUND or Line Item Number	Line Item Description	Current Line Balance	Proposed Increase Amount
415-68-2020	Supplies	18,985.73	22,500.00
415-77-1470	Success w/ Adolescent Goals (Rev)		-22,500.00

Purpose budget adjustment: (to pay for what?)

Awarded new contract for FY18, this will pay for stipend and supplies for the program.

REASON FOR TRANSFER (why is current budget insufficient).

N/A

Department Head Signature: 

Res #18-10

**The Abstinence Education Grant Program ~ Success with Adolescent Goals Program
COUNTY OF LUNA, hereinafter referred to as “Contractor”**

SCOPE OF WORK

The CONTRACTOR shall perform the following work:

1. Implement a Success with Adolescent Goals (SWAG) Program as an “after-school” abstinence based education program that targets 12 to 17 year old youth. This contract shall serve a minimum of 25 participants that includes both male and female genders.
2. Collaborate with community partners to identify participants and to build community supports around youth advocacy and program development.
3. Identify at risk participants, through school officials and program partners, who have high risks behaviors such as: poor school performance, economic disadvantage, single or teen parents, family disruptions, problem/delinquent behavior (alcohol/drug use, being part of a gang, physical fighting, carrying weapons), depression, sexually active peers, peers’ with pro-childbearing attitudes and other risk factors for teen pregnancy.
4. Report SWAG Program Curricula and Service learning schedule to Program Manager. Preliminary schedules should be turned in at beginning of the program year and any changes reported to the SWAG Manager on a monthly basis.
5. Implement SWAG with participants.
 - a. Arrange an initial meeting between referred participants and/or additional participants and their family to discuss program and obtain family involvement and support;
 - b. Provide SWAG programming for participants which will include:
 - i. Structured classroom activity with training in either *Sex Can Wait* or *Above the Waist* Curriculum focusing on issues around values, relationships with family and peers, life skills and sexuality;
 - ii. Service learning with community service projects and facilitated reflection for learning that connects meaningful community services with academic learning, personal growth and civic responsibility (see Attachment 1 for approved service learning projects). Service learning projects that are not on the list may be conducted with written approval from the Abstinence Education Program (SWAG) Project Manager, and
 - iii. Completion of a minimum of 25 hours out of 27 service learning hours per program year for each participant, and 85% of curriculum sessions.

- c. Ensure that SWAG Facilitator is trained by and approved SWAG representative from the Department trainer. The SWAG Facilitator must attend a training held by the department.
 2. Provide stipends to the students as follows:
 - a. Students receive:
 - i. Students may receive up to a \$200.00 stipend. Stipends will vary depending on attendance, group participation and general behavior. Students must complete a minimum of 85% of curriculum sessions, and must complete a minimum of 25 hours out of 27 service learning hours for 100% (\$200.00) of stipend. If students complete 50% of curriculum sessions and at least 14 out of the 27 service learning hours they may be awarded 50% (\$100.00) of stipend amount.
 3. Train a minimum of **12** unduplicated parents and community members in 3 separate events, using the approved Parent-Adolescent Relationship Education (PARE) curriculum or (See Attachment 2 for approved curriculum lessons.) Administer parent post survey and submit to Agency along with sign-in sheets.

Other trainings for parents and community members may be considered if contractor request advance approval from SWAG Manager. Alternate topic can include: information regarding the local impacts of teen sexual decision-making; information regarding risk and protective factors, and youth issues around teen pregnancy; parenting skills (setting limits, consequences, dealing with emotions, developmental expectations); violence prevention (dating and domestic violence, bullying, gang awareness); training on the SWAG curriculum and principles; substance abuse (tobacco prevention education, underage drinking); and skill building regarding youth advocacy.

4. Ensure SWAG facilitator attends required facilitator training in Las Cruces held by the SWAG Manager.
5. Complete the evaluation process as follows:
 - a. Administer pre (beginning of project) and post surveys (end of project) to participants and submit completed test within 30 days to the Agency;
 - b. Administer post surveys to participants who leave before the end of the programming and submit completed test within 30 days to Agency;
 - c. All pre and post surveys must be received by August 15th 2018;
 - d. Obtain consent from the legal guardian of each student to participate in the program including participating in surveys and data collection and submit form to the SWAG coordinator;

- e. Facilitators will distribute and collect an evaluation of their facilitation as prepared by the SWAG Manager.
 - f. Facilitators will self-assess program performance at year-end;
 - g. Facilitator agrees to annual site visits by the SWAG Coordinator; and
 - h. Facilitator agrees to participate in monthly conference calls/webinars with SWAG Coordinator.
6. Prepare and submit a final, end of federal fiscal year report to SWAG Coordinator, no later than **September 15, 2018**, that includes a narrative summary of the process and outcome evaluation of the program detailing:
 - a. The status of items in the Scope of Work;
 - b. A narrative summary of the overall project in the final report; and
 - c. A narrative that highlights the performance of the activities of the project as well as the documentation of the coordination of teen pregnancy prevention related activities with other community programs.
7. Provide the SWAG Manager with roster of all staff involved in the prevention project, i.e. director, project coordinator, health educator that includes contact information, title and duties.
8. Provide monthly updates of proposed changes made to the project to include; location, new staff resumes, and changes to the curriculum. These changes are subject to approval of the SWAG Manger.
9. Staff involved in the prevention project will complete an orientation of SWAG with proof of such training recorded in personnel or training files.
10. Participate, by sending the Project Coordinator and Facilitator, to the Annual Training held by the SWAG Manager.
11. Submit additional reports by specified deadlines as requested by the SWAG Manager.
12. Submit any agreements or subcontractors using SWAG funds to the Agency for review and assurance of compliance with SWAG regulations.
13. Identify Department of Health/Public Health Division (PHD)/SWAG in any published documents, media presentations, training programs, training materials, brochures, and any other materials and programs developed which are developed under Scope of Work or through budget of this contract.

14. Submit any materials developed for public or media distribution to include but not limited to advertising or media campaigns, pamphlets, brochures, etc., or public service announcements, to the SWAG Manager and Agency Communications Director for approval prior to finalization and distribution.
15. Remain in compliance with Federal Conditions relevant to Title V funding (see Attachment 3).

General Provisions

Performance will be monitored and evaluated by periodic on-site work reviews, review of quarterly data reports, and scheduled consultations with the SWAG Manager.

SWAG Program Deliverables

FY18 Budget

Education for up to 25 adolescents in SWAG Curriculum classroom activities, reflection groups, and community service			25 Students \$13,700.00
Travel			\$ 300.00

Stipends and Incentives

Stipend for up to 25 Students at \$200.00 each			\$5,000.00
Graduation ceremony for 25 students and 25 guest @ \$10.00 per person.			\$ 500.00

Community Training

Three events for parents and community members with educational sessions using a Parents Curriculum. 3 events @ \$500.00 per event with a minimum of 12 unduplicated adult participants			12 Adults \$ 1,500.00
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Evaluation

Complete evaluation process (administer pre- and post-surveys)			\$ 1,500.00
Total			\$22,500.00
In-kind Amount 43%			\$9,675.00

16. Contractor shall be paid based upon deliverables completed after receipt and approval of deliverables and monthly invoices. The NMDOH reserves the right to conduct program audits to verify program compliance, quality and completeness and to request periodic progress reports.
17. The CONTRACTOR will provide In-Kind Donations to SWAG Programming at a rate of 43% of the contract amount, thus **\$9,675.00** for this contract. In-kind must be met by the remit of final invoice.
18. The CONTRACTOR may make adjustments or changes not to exceed the total amount payable under the contract with written prior approval of SWAG Manager. The maximum amount to be paid to the CONTRACTOR for this FY17 budget shall not exceed a total of **\$22,500.00** for the year.
19. Submitted monthly Request of Reimbursements (one hard copy and one e-mail copy) must include the following:
 - a. Direct Purchase Order Number;
 - b. contractor's name and address;
 - c. dates requesting reimbursement for under the contract terms;
 - d. original signature of authorized requestor;
 - e. date of billing;
 - f. stipend receipts that are signed and dated by participant, must be disbursed and billed within the same month;
 - g. attendance logs for programming and service learning completed with participants signature;
 - h. statement certifying that the above information is true, correct and in accordance with the contract and no part of this request has been previously paid; and
 - i. brief description of activities billing for.
20. The CONTRACTOR agrees to submit invoices for services provided within Fifteen days of the month in which services were delivered. In addition, CONTRACTOR agrees to submit the final invoice for services provided in September within the **first week of September 2018**.
24. Performance Measures.
CONTRACTOR shall provide evidence of the following Performance Measures:
 - Goal 1: Improving Individual Health
 - Individual Objective 2: Reduce teen births

Strategies:

- Recruit community-based partners to implement the Success with Adolescent Goals (SWAG) program services learning approach that supports positive youth development to decrease teen pregnancy and increase school success.
- Improve collaboration between state agencies and community partners to expend funding for, and implementation of comprehensive sex education, family planning services, service learning programs, male involvement programs and adult youth communication programs to reduce teen pregnancy.

FEDERAL GRANT FUNDING REQUIREMENTS

A. Suspension and Debarment.

To the extent that this Contract is federal grant funded, each party represents that neither it, nor any of its management or any other employees or independent contractors of the Entity who will have any involvement in the services or products supplied under this Agreement, have been excluded from participation in any government healthcare program, debarred from or under any other federal program (including but not limited to debarment under the Generic Drug Enforcement Act), or convicted of any offense defined in 42 U.S.C. Section 1320a-7, and that it, its employees, and independent contractors are not otherwise ineligible for participation in federal healthcare programs. Further, each party represents that it is not aware of any such pending action(s) (including criminal actions) against it or its employees or independent contractors. Each party shall notify the other party immediately upon becoming aware of any pending or final action in any of these areas.

B. Grantor and Contractor Information.

1. If applicable, funding under this agreement is from the following Catalog of Federal Domestic Assistance (CFDA) Programs:
 - i. CFDA Number – 93.235
 - ii. Program Title – Abstinence Education Grant Program
 - iii. AGENCY/OFFICE – Administration for Children and Families
 - iv. GRANT NUMBER – 1601NMAEGP
2. CONTRACTORS: Dun and Bradstreet Data Universal Numbering System Number (DUNS Number) is 000082279

C. Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Sept. 2013).

1. This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L.112-239) and FAR 3.908.
2. The Entity shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
3. The Entity shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

ACCEPTED:

COUNTY OF LUNA
700 S. SILVER AVE.
DEMING, NM 88030

By: 

Title: Community Health & Well Being Director

Date: 11/17/2017

MEMORANDUM

To: County Manager/Commissioners
 From: Department: Community Projects

Date: 1/3/18

Total of Request
 \$45,000

Re: Budget Request for a

BUDGET TRANSFER

BUDGET INCREASE

TRANSFER FROM

FUND or Line Item Number	Line Item Description	Current Line Balance	Proposed Transfer Amount

TRANSFER TO

FUND or Line Item Number	Line Item Description	Current Line Balance	Proposed Transfer Amount
415-17-2330	Healthy Kids Grant		\$45,000
415-77-1330	Healthy Kids NM Grant (Rev)		-45,000.00

PURPOSE OF BUDGET ADJUSTMENT:

REASON FOR TRANSFER:

Received the Healthy Kid's contract award for \$45,000 for the period of Federal Fiscal year October 1, 2017 to September 30, 2018.

Department Head Signature: 

MEMORANDUM OF AGREEMENT
Between
New Mexico Department of Health
And
Luna County

This Agreement entered into between **New Mexico Department of Health (DOH) and Luna County**, the entity providing services (Entity), collectively referred to as “the Parties”, hereinafter.

IT IS AGREED BETWEEN THE PARTIES:

1. PURPOSE

The purpose of this agreement is to support the Healthy Kids Healthy Communities (HKHC) initiative in Luna County to expand opportunities for healthy eating and active living for children and low-income adults where they live, learn, play, work, eat, and shop. Healthy eating and active living are two lifestyle behavior choices that help prevent obesity.

2. SCOPE OF WORK

The Entity shall perform the following work:

1. Provide coordination and support to the Healthy Kids Healthy Luna County coalition. Activities include, but are not limited to: 1) convene bi-monthly meetings for school, food, and built environment work groups to ensure implementation efforts move forward; 2) develop one-year action plan with annual and quarterly goals; 3) develop annual calendar to inform strategic planning and coordinated implementation efforts; 4) provide ongoing technical assistance to stakeholders on policy, systems, and environmental strategies to increase healthy eating and physical activity; 5) build, expand, and support community partnerships; and 6) share successes via coalition meeting updates, Healthy Kids Healthy Luna County fact sheet, newsletters, and presentations. **Submit written monthly updates on coalition activities including progress made, challenges encountered, and next steps. In addition, submit: 1) action plan with annual and quarterly goals; and 2) annual calendar.**
2. Convene quarterly Healthy Kids Healthy Luna County community-wide coalition meetings. Meetings will focus on: 1) updating members on progress made; 2) gathering input from community stakeholders to advance efforts; 3) strategic planning and goal-setting; 4) showcasing 1-3 success stories; 5) addressing challenges; 6) networking; and 7) next steps. **Submit draft agenda to Obesity, Nutrition & Physical Activity (ONAPA) Program team for feedback one month in advance of each meeting. Submit the following after each meeting: 1) agenda and handout materials; 2) list of attendees; 3) written summary of meeting with action items; and 4) next steps.**

annual report on: 1) name of schools implementing the initiative; and 2) number of potential students reached.

7. Partner with community organizations, DPS, and elementary schools to implement direct nutrition education for salad bars, in schools with the Fresh Fruit and Vegetable Program, and tasting, cooking, and/or gardening lessons in after school and/or summer programs in Luna County. **Submit written monthly updates including activities undertaken, progress made, challenges encountered, next steps, partners working on each initiative, and digital photos. In addition, submit required annual report on: 1) name of schools/sites implementing each initiative; 2) name of schools receiving the FFVP; and 3) number of potential students reached.**
8. Restore, revitalize, and support school edible gardens at three DPS elementary schools. In addition, partner with schools and/or community organizations to implement short tasting and gardening lessons in schools with edible gardens. **Submit written monthly updates including activities undertaken, progress made, challenges encountered, next steps, partners working on the initiative, and digital photos. In addition, submit required annual report on: 1) name of schools implementing the initiative; and 2) number of potential students reached.**
9. Support and assist in the implementation of the Eat Smart to Play Hard (ESPH) social marketing campaign in three DPS elementary schools participating in the 5.2.1.O Challenge. Activities include, but are not limited to: 1) participate in statewide HKHC trainings on this strategy; 2) assist in the recruitment of schools to participate in the initiative; 3) work with schools and ESPH team to train school staff on how to implement the initiative; 4) provide ongoing technical assistance; and 6) help schedule and coordinate focus groups to inform evaluation efforts. **Submit written monthly updates including activities undertaken, progress made, challenges encountered, next steps, partners working on the initiative, and digital photos. In addition, submit required annual report on: 1) name of schools implementing the initiative; and 2) number of potential students reached.**

Physical Activity Before, During, and After School

10. Partner with DPS to implement an on-going walk and roll to school program in two DPS elementary schools. Coordinator will focus on schools with the highest obesity rates and all walk and roll activities will emphasize increased water consumption. Activities include, but are not limited to: 1) participate in statewide HKHC trainings on this strategy; 2) provide technical assistance and training to teachers and school administration; 3) promote student participation; and 4) track student participation. **Submit written monthly updates including activities undertaken, progress made, challenges encountered, next steps, partners working on the initiative, and digital photos. In addition, submit required annual report on: 1) name of schools implementing the initiative; 2) frequency of walk and roll program; and 3) actual number of students participating.**

made, challenges encountered, next steps, partners working on the initiative, and digital photos. In addition, submit required annual report on: 1) name of sites implementing the initiative; and 2) potential community reach.

15. Establish and/or maintain and expand the number of farmers and added-value vendors participating in the Deming farmers' market and explore the possibility of applying for and implementing Women, Infants, and Children (WIC), Commodity Supplemental Food Program (CSFP), Senior Farmers Market Nutrition Program (SFMNP), Supplemental Nutrition Assistance Program (SNAP), and Double Up Food Bucks (DUFB). In addition, partner with community organizations to conduct short tasting and/or cooking demos. **Submit written monthly updates including activities undertaken, progress made, challenges encountered, next steps, partners working on the initiative, and digital photos. In addition, submit required annual report on: 1) name of sites implementing the initiative; 2) number of vendors; 3) frequency of market; and 4) potential community reach.**
16. Partner with key stakeholders and community organizations in Deming to implement food tastings, food demos, and/or gardening lessons at the following sites: 1) Luna County Public Health Office/WIC clinic; 2) food distribution sites such as Commodity Supplemental Food Program (CSFP), Temporary Emergency Food Assistance Program (TEFAP), and other food banks and/or pantries; and 3) community gardens. In addition, partner with key stakeholders and community organizations on establishing walking paths, fitness stations, welcoming, mileage, or instructional signage, and/or edible gardens at these sites. **Submit written monthly updates including activities undertaken, progress made, challenges encountered, next steps, partners working on the initiative, and digital photos. In addition, submit required annual report on: 1) name of sites implementing the initiative; and 2) potential community reach.**
17. Partner with local farmers and community organizations to glean remaining produce from fields following harvest. Gleaned produce will be distributed at food distribution sites including CSFP, TEFAP, and other food banks and/or pantries. **Submit written monthly updates including activities undertaken, progress made, challenges encountered, next steps, partners working on the initiative, and digital photos. In addition, submit required annual report on: 1) name of sites implementing the initiative; and 2) potential community reach.**
18. Partner with key stakeholders and community organizations to recruit Luna County senior centers for the establishment of edible gardens. Activities include, but are not limited to: 1) build support for members to maintain the garden and harvest produce; 2) explore the possibility of using produce from the garden in senior meals; and 3) partner with community organizations to implement short tasting, cooking, and/or gardening lessons. **Submit written monthly updates including activities undertaken, progress made, challenges encountered, next steps, partners working on the initiative, and digital photos. In addition, submit required annual report on: 1) name of sites implementing the initiative; and 2) potential community reach.**

evaluation timeline and as requested by the ONAPA Evaluator and/or Program Manager.

24. Collect data on labor and non-labor leveraged resources and Supplemental Nutrition Assistance Program Education (SNAP-Ed) partnerships that support Healthy Kids Healthy Luna County efforts. **Submit required quarterly labor, non-labor, and partnership reports.**

25. Support the statewide HKHC initiative to expand opportunities for healthy eating and active living for children and low-income adults where they live, learn, play, work, eat, and shop. Activities include, but are not limited to: 1) participate in statewide workgroups to develop, revise, and/or refine HKHC materials, curricula, and implementation strategies; 2) participate in and/or help facilitate regular technical assistance conference calls on select topics; and 3) present local HKHC work and key successes at least twice a year at both state and local venues.

26. Work with the ONAPA Evaluator to prepare a year-end report that addresses the following questions:
 - How much did we do?
 - How well did we do it?
 - Is anyone better off?

27. CONTRACTOR's efforts shall contribute to the decrease in childhood obesity prevalence.

General Provisions:

Performance will be monitored and evaluated by monthly conference calls and regular progress reports.

Budget

FY18 Deliverables

1. Provide coordination and support to the Healthy Kids Healthy Luna County coalition. Submit written monthly updates on coalition activities.	\$1,000.00
2. Convene quarterly HKHC Luna County community-wide coalition meetings. Submit the following after each meeting: 1) agenda and handout materials; 2) list of attendees; 3) written summary of meeting; and 4) next steps.	\$1,000.00
3. Support the Deming Public School District (DPS) School Health Advisory Council (SHAC) to implement its school district wellness policies in compliance with state and federal regulations. Submit written monthly updates including activities undertaken, progress made, challenges encountered, next steps, and partners working on the initiative. <u>In addition</u> , submit post-WellSAT data and DPS wellness policy if update, and required annual report on policy revision and implementation progress.	\$2,500.00
4. Implement the Healthy Kids 5.2.1.O Challenge in at least 4 elementary schools	\$3,500.00

<p>DPS elementary schools. Submit written monthly updates including activities undertaken progress made, challenges encountered, next steps, partners working on the initiative, and digital photos. <u>In addition</u>, submit required annual report on: 1) name of schools implementing the initiative; 2) frequency of walking program; and 3) actual number of students participating.</p>	
<p>12. Partner with DPS to implement walk and roll to school and/or walking program events on International Walk to School Day in October and National Bike to School Day in May in a minimum of four DPS elementary schools. Submit written monthly updates including activities undertaken progress made, challenges encountered, next steps, partners working on the initiative, and digital photos. <u>In addition</u>, submit required annual report on: 1) name of schools implementing the initiative; and 2) actual number of students participating.</p>	\$2,000.00
<p>13. Partner with DPS to implement safe, active, and welcoming outdoor school space for open community use in a minimum of one DPS neighborhood school. Submit written monthly updates including activities undertaken, progress made, challenges encountered, next steps, partners working on the initiative, and digital photos. <u>In addition</u>, submit required annual report on: 1) name of schools implementing the initiative; 2) signage posted; and 3) infrastructure changes to increase active outdoor space and community usage.</p>	\$1,500.00
<p>14. Explore the possibility of partnering with one local Deming food store owner to increase availability of fresh fruits and vegetables by selling local produce from one Luna County farmer. Submit written monthly updates including activities undertaken, progress made, challenges encountered, next steps, partners working on the initiative, and digital photos. <u>In addition</u>, submit required annual report on: 1) name of sites implementing the initiative; and 2) potential community reach.</p>	\$1,500.00
<p>15. Establish and/or maintain and expand the number of farmers and added-value vendors participating in the Deming farmers' market. In addition, partner with Cooperative Extension to conduct short cooking and/or tasting demos. Submit written monthly updates including activities undertaken, progress made, challenges encountered, next steps, partners working on the initiative, and digital photos. <u>In addition</u>, submit required annual report on: 1) name of sites implementing the initiative; 2) number of vendors; 3) frequency of market; and 4) potential community reach.</p>	\$1,000.00
<p>16. Partner with key stakeholders and community organizations in Deming to implement food tastings, food demos, and/or gardening lessons at community sites. Submit written monthly updates including activities undertaken, progress made, challenges encountered, next steps, partners working on the initiative, and digital photos. <u>In addition</u>, submit required annual report on: 1) name of sites implementing the initiative; and 2) potential community reach.</p>	\$1,500.00
<p>17. Partner with local farmers and community organizations to glean remaining produce from fields following harvest. Submit written monthly updates including activities undertaken, progress made, challenges encountered, next steps, partners working on the initiative, and digital photos. <u>In addition</u>, submit required annual report on: 1) name of sites implementing the initiative; and 2)</p>	\$2,500.00

maximum and not a guarantee that the work assigned to Entity under this Agreement to be performed shall equal the amount stated herein.

B. The DOH shall pay to the Entity in full payment for services satisfactorily performed not to exceed \$45,000.00 (as set forth in Paragraph A) including gross receipts tax if applicable. Payment is subject to availability of funds as appropriated by the Legislature to the DOH and to any negotiations between the parties from year to year pursuant to Article 2, Scope of Work. All invoices **MUST BE** received by the DOH no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date **WILL NOT BE PAID**. Invoices shall be submitted monthly. The Entity shall submit to the DOH at the close of each month a signed invoice reflecting the total allowable costs incurred during the preceding month. No invoices will be reimbursed unless submitted within thirty (30) days after the last day of the month in which services were performed.

C. The Entity must submit a detailed statement accounting for all services performed and expenses incurred. If the DOH finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Entity that payment is requested, it shall provide the Entity a letter of exception explaining the defect or objection to the services, and outlining steps the Entity may take to provide remedial action. Upon certification by the DOH that the services have been received and accepted, payment shall be tendered to the Entity within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the DOH shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

5. **PROPERTY**

The parties understand and agree that property acquired under this Agreement shall be the property of the DOH.

6. **CLIENT RECORDS AND CONFIDENTIALITY**

A. The Entity shall protect the confidentiality, privacy and security of all confidential information and records and shall not release any confidential information to any other third party without the express written authorization of the client when the record is a client record, or the DOH.

B. The Entity shall comply with the Federal Health Insurance Portability and Accountability Act (HIPAA) of 1996, the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH Act) and applicable regulations and all other State and Federal rules, regulations and laws protecting the confidentiality of information.

7. **FUNDS ACCOUNTABILITY**

The Entity shall maintain detailed time and expenditure records, which indicate the date, time, nature, and cost of services rendered during the Agreement term and retain them for a period of three (3) years from the date of final payment under the Agreement. The

The Entity shall not use any funds provided under this Agreement, either directly or indirectly, for the purpose of conducting lobbying activities or hiring a lobbyist or lobbyists on its behalf at the federal, state, or local government level, as defined in the Lobbyist Regulation Act, NMSA 1978, Sections 2-11-1, et. seq., and applicable federal law. No federal appropriated funds can be paid or will be paid, by or on behalf of the Entity, or any person for influencing or attempting to influence an officer or employee of any Department, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, or the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any Department, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection of any applicable Federal contract, grant, loan, or cooperative agreement, the Entity shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

B. Suspension and Debarment

For contracts which involve the expenditure of Federal funds, each party represents that neither it, nor any of its management or any other employees or independent Entities who will have any involvement in the services or products supplied under this Agreement, have been excluded from participation in any government healthcare program, debarred from or under any other Federal program (including but not limited to debarment under the Generic Drug Enforcement Act), or convicted of any offense defined in 42 U.S.C. Section 1320a-7, and that it, its employees, and independent Entities are not otherwise ineligible for participation in Federal healthcare or education programs. Further, each party represents that it is not aware of any such pending action(s) (including criminal actions) against it or its employees or independent Entities. Each party shall notify the other party immediately upon becoming aware of any pending or final action in any of these areas.

C. Political Activity

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

D. Grantor and Entity Information

1. If applicable, funding under this agreement is from the Catalog of Federal Domestic Assistance (CFDA) Program:
 - i. CFDA Number – 93.758 and 10.561
 - ii. Program Title – Preventive Health and Health Services Block Grant (93.758) and Supplemental Nutrition Assistance Program Education (10.561 SNAP Ed)
 - iii. AGENCY/OFFICE – Department of Health and Human Services and United States Department of Agriculture

procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

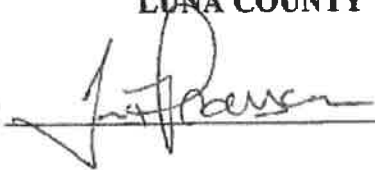
- I. For contracts which involve the expenditure of Federal funds, and under which the Entity is considered a subrecipient, the provisions of Appendix A shall apply and are incorporated herein. The operating code of this agreement is 0000000005.

IN WITNESS WHEREOF, the Parties have executed this Agreement at Santa Fe, New Mexico. The effective date is upon approval of both Parties, whichever is later.

NEW MEXICO DEPARTMENT OF HEALTH

LUNA COUNTY

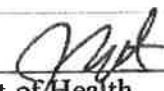
By: 
Authorized Signature Designee

By: 

Date: 10/26/17

Date: 9/25/17

CERTIFIED FOR LEGAL SUFFICIENCY:

By: 
Department of Health
Assistant General Counsel

By: _____

Date: 10/24/2017

Date: _____

MEMO

To: County Manager/Commissioners
From: Joanne C. Hethcox, CPO
Department: Business Office
Date: 01/04/2018

Total of Request

Re: Budget Request for a BUDGET TRANSFER [] \$

BUDGET INCREASE [X] \$150,000.00

TRANSFER FROM

FUND or Line Item Number	Line Item Description	Current Line Balance	Proposed Transfer Amount

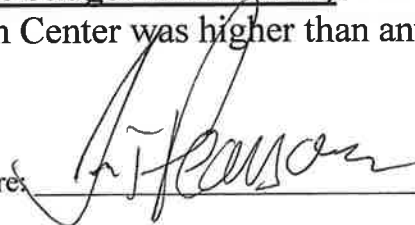
TRANSFER TO

FUND or Line Item Number	Line Item Description	Current Line Balance	Proposed Transfer Amount
406-19-2018	Inmate Medical	\$295,286.05	\$150,000.00

Purpose budget adjustment: (to pay for what?): To pay for CorrValues LLC contract for medical care at the Luna County Detention Center.

REASON FOR TRANSFER (why is current budget insufficient): Contract for full medical care at the Luna County Detention Center was higher than anticipated at final budget preparation.

Department Head Signature: _____



MEMO

To: County Manager/Commissioners
From: Chris A. Brice, Director
Department: Detention
Date: January 3, 2018

Total of Request

Re: Budget Request for a BUDGET TRANSFER [] \$
BUDGET INCREASE [X] \$ 85,000.00

INCREASE FROM

FUND or Line Item Number	Line Item Description	Current Line Balance	Proposed Transfer Amount
608	LCDC Commissary Fund	\$138,645.54	\$85,000.00

TRANSFER TO

FUND or Line Item Number	Line Item Description	Current Line Balance	Proposed Transfer Amount
608-21-2052	Commissary Fund	\$ 5,170.39	\$85,000.00

Purpose budget adjustment: (to pay for what?)

1. Inmate Commissary account. Aramark invoices, inmate expenses.

REASON FOR INCREASE (why is current budget insufficient).

1. Aramark invoices, inmate expenses.

Department Head Signature: _____

