

MOTION AND ROLL CALL VOTE

7. New Business:

- a. Final Contract Award for RFP FY 111-01- LCDC Medical and Behavioral Health Services

MOTION AND ROLL CALL VOTE

8. Indigent Claims Report:

- a. Recess as County Commission Convene as Claims Board

MOTION AND VOTE

- b. Presentation of Claims Report by Joanne Hethcox
- c. Consider Claims dated May 11, 2023: \$12,293.87

MOTION AND VOTE

- d. Recess as Claims Board, Re-Convene as County Commission

MOTION AND VOTE

9. Community Support Reports:

10. Elected Officials' Report:

- Assessor
- Clerk
- Probate Judge
- Treasurer
- Sheriff
- Commissioners

11. County Manager's Report:

- 12. Executive Sessions:** Executive Session pursuant to Section 10-15-1H(2) NMSA 1978 limited personnel matter pertaining LCSO ; 10-15-1H(7) NMSA 1978 pending litigation pertaining to LCSO and property acquisition; and 10-15-10-1H(5) NMSA 1978 to discuss collective bargaining strategy.

MOTION AND ROLL CALL VOTE

13. Upcoming Meetings/ Events (unless otherwise specified):

- County College: Public Safety : May 24, 2023 at 5:30 p.m.
- County Offices Closed May 29, 2023 in observance of Memorial Day
- Regular meeting: June 8, 2023 at 10 a.m.

14. Public Comment: The Public has the opportunity to provide comments at this time pertaining to items on the agenda only. Please be advised that this is not a question and answer period. Your comments specific to the agenda items will be limited to three minutes per constituent unless the Board of County Commissioners requests more information. The time limit and opportunity to speak is given in an effort to allow public input on business matters of the County to move the agenda forward in a prompt yet efficient manner. Comments will not be allowed on individual agenda items as they are discussed by the Commissioners during new business.

15. Adjourn:

**MINUTES
REGULAR MEETING
LUNA COUNTY BOARD OF COUNTY
COMMISSIONERS
Thursday, April 6, 2023**

BE IT REMEMBERED that the Luna County Board of County Commissioners met in regular session at 10:00 a.m. on Thursday, April 6, 2023, in the County Commission Chambers of the Luna County Courthouse, Deming, New Mexico, for the purpose of conducting any and all business to come properly before the Board.

The following staff and elected officials were present: County Manager Chris Brice, Executive Assistant Yossie Nieblas, County Attorney Charles Kretek, Budget and Procurement Director Joanne Hethcox, Grants Administrator Heather Lutz, Emergency Management Director Pablo Montoya, Clerk Berenda McWright, Chief Deputy Clerk Leslie Nabours, Deputy Clerk Toni Esparza, Probate Judge Diana Diaz, Assessor Michelle Holguin, Chief Deputy Assessor Isabelle Enciso, Treasurer Kristie Hobbs, Chief Deputy Treasurer Jonathan Richmond, Road Department Director David Bailey, Sheriff Mike Eby, LCDC Director Lee Cook, LCDC Operations Captain Robert Apodaca, LCDC Training SGT Fabian Chyrez, Starmax Director Tyler Massey, IT Technician Joseph "JT" Apodaca, IT Technician Nathan Ortberg, IT Director Elizabeth El-Bizri,

CALL TO ORDER: Chair Sweetser called the meeting to order at 10:00 a.m. after the Pledge of Allegiance and the salute to the flag of the State of New Mexico.

ROLL CALL: Deputy Clerk Toni Esparza called Roll. The following members of the Board constituting a quorum were present:

**Ray Trejo, District 1
Colette M Chandler, District 2
John S. Sweetser, Chair District 3**

MINUTES: Commissioner Chandler motioned to approve the minutes for the Regular Meeting on March 9, 2023, and Work Session on March 23, 2023, as presented. The motion was seconded by Commissioner Trejo and was unanimously approved.

SPECIAL AWARDS: Parents as Teachers Program Manager Anna Palacios presented Program Administrator Zalenna Pinon with her pin for 10 years of service.

RETIREMENT: Patricia Armendariz was not present. LCDC Director Lee Cook stated that Ms. Armendariz retired after 23 years of service to Luna County.

PRESENTATIONS:

- Municipal Court Judge Edgar Davalos swore in 15 new Detention officers.
- LCDC Director Lee Cook presented the Restrictive Housing Quarterly Report for the first quarter of 2023, from January 1 through March 31, 2023. Mr. Cook stated that there was one 61-year-old male that was not out of his cell for full-time recreation which is 2.0 hours. Mr. Cook stated that the reason for this inmate not getting the full recreation time was due

to a mix up which lead detention officers to believe that he had completed his recreation time, thus causing the inmate to be put back in his cell early.

- Grants Administrator Heather Lutz reported for Keep Luna County Beautiful. Ms. Lutz reported on the Great American Clean-up Proclamation. Ms. Lutz stated that the state of our environment is of utmost importance to our community's health and prosperity, and to recognize the efforts of 20,000 communities Nationwide and over 500,000 Volunteers and participants whose efforts and work return roughly about \$100,000,000 of measurable benefits across these communities on average every year. Ms. Lutz stated that the Great American Clean-up Proclamation is a call to action for every citizen in our nation to do their part in keeping our communities clean and beautiful. Ms. Lutz stated that this proclamation also encourages us to come together to improve the places where we live, work, and play. Ms. Lutz reported that for 25 years the Great American Clean-up has grown to become one of Keep America Beautiful's largest community improvement programs keeping over 6,000 opportunities for millions of volunteers to make an impact and clean up more than 200,000 miles of roads, highways, and shorelines, and has made an incredible impact on our Nation's environment and economy improving health and safety to our communities.
- NIST Assessment Presentation by Neil Richardson from Tebron Enterprises. Mr. Richardson stated that for the past 10 years, he has been assisting municipalities and schools to implement common sense security. Mr. Richardson stated that the County IT Department Contracted with Tebron Enterprises to perform a NIST Cyber Security Assessment based on the Cyber Security framework. Mr. Richardson stated that the audit revealed several areas of significant risk. Mr. Richardson stated that the areas of improvement are primarily around documentation, policy, and process, which are all parts of a strong cybersecurity program.
- Executive Director of the Council Christie Ann Harvey introduced Marketing Strategist for K-Fox 14 Candice McBlain. Ms. McBlain presented an update on the positive impact the advertisement strategy she put into place for Luna County has worked. Ms. McBlain stated that there is a Landing page (visitlunacounty.com), which talks about Tourism, but also about all of the different economic things that are available as well, Luna County's airport, and a lot of the Port Opportunities, etc. Ms. McBlain also stated that there is a weather camera that has been placed on top of the Starmax building which can be seen on kfoxtv.com or cbslocal.com viewers are able to see the weather from this camera every day multiple times. Ms. McBlain stated that there are currently 2,340 times that commercials advertising for Luna County have been run, this includes the Special Needs playground, the Salsa Fest, and other events. Another thing that is done is called OTT, which means that they are unskippable commercials that are run on Amazon Firestick, Roku, etc. Ms. McBlain stated that some of the top publishers that Luna County is being shown on are as follows: Dish, LG, Samsung, Discovery, and others. Ms. McBlain stated that Luna County also has a Facebook page that anyone can see. There has been a total of 2.8 Million people who have seen Luna County advertisements in one year. Ms. McBlain stated that due to all of the advertising, this resulted in a new business (Binge) coming into Luna County. Ms. McBlain is very happy about all of the positive impact this advertisement has had on Luna County.
- Rick Holdridge reported for Deming Soil and Water Conservation District. Mr. Holdridge stated that Deming Soil and Water District is actually an arm of the State Government, and are all Elected Officials. Mr. Holdridge stated that there is a total of seven Board Members, and Mr. Holdridge has been the Chair for about 25 years, where the members coordinate all of the conservation actions in Luna County largely working with the Natural Resource

Conservation Service as their partner. Mr. Holdridge stated that the Natural Resource Conservation service brings in the money and the Deming Soil and Water Conservation District distributes it. The Federal Range Improvement Program is one of the Programs that Deming Soil and Water Conservation District work very closely with the Federal Government. Mr. Holdridge stated that this program is where the BLM takes some of the leasing fees that get sent from the ranchers into Washington and from there sends it back to the local communities, which in turn assists ranchers in improving their land.

CONSENT AGENDA:

- Accounts Payable: \$1,783,801.63
- Payroll: \$1,304,949.99
- Resolution 23-37: Budget Increase
- Resolution 23-38: Budget Transfers
- Proclamation 23-05: Local American Clean-Up
- Proclamation 23-06: Lemonade Day

Commissioner Trejo motioned to approve the Consent Agenda as presented. The motion was seconded by Commissioner Chandler and was unanimously approved following a roll call vote.

Call for Ordinance:

Resolution 23-39: Call to amend Ordinance 29; Re-establishing a Planning Commission for Luna County. Commissioner Chandler spoke in favor of Resolution 23-39: Call to amend Ordinance 29; Re-establishing a Planning Commission for Luna County. Ms. Chandler spoke of getting people in the community who know a little about all of the important details that maybe the Commission Board does not understand and to guide them in making decisions once there is a better understanding of details. Commissioner Chandler motioned to approve Resolution 23-39: Call to amend Ordinance 29; Re-establishing a Planning Commission for Luna County. The motion was seconded by Commissioner Trejo and was approved by a two to one vote with Chair Sweetser voting in the negative.

NEW BUSINESS:

Resolution 23-40: Disposal of Assets: County Manager Chris Brice stated that these were eight RV's that funding was requested for by the mayor of the Village of Columbus to house people in Columbus when the Governor was here last year. Mr. Brice stated that the Governor agreed and got the funding and requested that Luna County be the Fiscal agent to handle that transaction. The RV's were delivered. This resolution is to let DFA know that Luna County no longer wants these assets on their books, due to the fact that the RV's belong to the Village of Columbus. Commissioner Trejo motioned to approve Resolution 23-40: Disposal of Assets. The motion was seconded by Commissioner Chandler and was unanimously approved following a roll call vote.

Resolution 23-41: Resolution Confirming Luna County to Participate in the NMDOT Project Fund (Sunshine and McCan Road Truck Route): Road Department Director David Bailey stated that this resolution and the next are both TPF projects, this meaning that paved roads or higher level drainage can be done. Commissioner Trejo motioned to

approve Resolution 23:41: A Resolution confirming Luna County to Participate in the NMDOT Project Fund (Sunshine and McCan Road Truck Route). The motion was seconded by Commissioner Chandler and was unanimously approved following a roll call vote.

Resolution 23-42: A Resolution confirming Luna County to Participate in the NMDOT Project Fund (Hermanas Road Truck Route): Mr. Bailey stated that this resolution is the exact same thing as the prior resolution just for a different location of this truck route. Mr. Bailey stated that the route is not new, but that the Road Department will only be fixing the road for the already established truck route. Commissioner Chandler motioned to approve Resolution 23-42: A Resolution confirming Luna County to Participate in the NMDOT Project Fund (Hermanas Road Truck Route).

Appointment of a Marshall Memorial Library Board Member: Mr. Brice stated that there were three individuals that were interested in being an appointed Marshall Memorial Library Board Member. Commissioner Trejo motioned to nominate Kim Perea. The motion was seconded by Commissioner Chandler and was unanimously approved following a roll call vote.

Indigent Claims Report: Commissioner Trejo motioned to Recess as a County Commission Board and convene as Claims Board. The motion was seconded by Commissioner Chandler and unanimously approved. Budget and Procurement Director Joanne Hethcox reported that in March there were seven claims for the Indigent Claims Fund, four of which were for the Detention Center. Ms. Hethcox stated that the County received \$134,963.12 in GRT Money, and the balance in that fund is \$1,830,197.69 of which \$943,862.34 is currently encumbered for contractual obligations. Commissioner Chandler motioned to approve the Indigent Claims report as submitted. The motion was seconded by Commissioner Trejo and was unanimously approved. Commissioner Chandler motioned to recess as a Claims Board and reconvene as a County Commission Board. The motion was seconded by Commissioner Trejo and was unanimously approved.

Community Support Reports: Executive Director of the Luna County Chamber of Commerce Debbie Troyer welcomed the newest Chamber members. Ms. Troyer stated that the Chamber of Commerce is currently serving 229 businesses. Ms. Troyer stated that on March 11th the Chamber hosted a sold-out Murder Mystery Gala. Ms. Troyer stated that on March 25, Starmax hosted the Lemonade Day kick-off with a total of about 190 to 200 people, registering 80 children in person, and several online. Ms. Troyer stated that this year the Chamber of Commerce is working with the schools. Several teachers are volunteering to teach after-school classes and programs and go through the Lemonade Day workbook. Ms. Troyer stated that the main Lemonade Day event will be held on May 13, 2023. Ms. Troyer stated that more information on Lemonade Day can be found on the Facebook page Lemonade Day Luna, which is very specific to Lemonade Day, and there is also a specific website which is lemonadeday.org/deming-luna. Ms. Troyer stated that the Quacker Newsletter is still going out weekly where members can advertise events and sales, etc. Ms. Troyer also wanted to remind the public that the Chamber of Commerce event Calendar can be found on the Chamber website, and any business even if not a member can go on and post events.

Executive Director Christie Ann Harvey reported for the council a non-profit economic development group. Ms. Harvey stated that two weeks ago she had met with Dr. Shepard for WNMU and obtained a commitment from him for an additional five years to be here at the Learning

Center. Ms. Harvey stated that Dr. Shepard wants to put his effort behind the creation of a technical education center here in Luna County and promote classes such as solar, fiber technicians, electricians, construction, CDL, etc. Ms. Harvey stated that support for the business build-out that is going to happen at the Port of Entry and other projects as they develop is critically important. Ms. Harvey stated that through her connection with the Border Authority, she was invited by the US Department of State to attend Bi-National Border Partners Meeting, which the governor attended and gave a speech on economic development and what is going on here in Luna County. Ms. Harvey stated that Luna County has to continue the effort to bring people here that have money. Ms. Harvey stated that she wanted to extend appreciation to Commissioner Trejo for the work that he has done previously for the past two years in bringing events to Trees Lake. Ms. Harvey stated that these events involve our children and the outdoors. Ms. Harvey stated that some of the outdoor activities for this event include archery, fishing, wildlife identification, and several other things. Commissioner Trejo stated that there was free food and there has been a total of about 200 fishing rods have been handed out to children that have attended this event. Ms. Harvey also stated that the State Director for broadband was here last week. The primary visit was to go to Columbus and present an award of over \$6,000,000 to Valley Telecom as they expand their fiber network deeper into Columbus also coming North up Highway 11 to Palo Alto RD for another 866 customers.

Executive Director Chelsea Evans of Deming Mainstreet extended an invitation to the Downtown Block Party that will be hosted by Deming Mainstreet. Ms. Evans stated that the date for this event will be Saturday, May 13, 2023, from 7 p.m. to 11 p.m. on the South block of Silver Avenue. Ms. Evans stated that this event will feature the 575 Band from Las Cruces for dancing, and local vendors are invited to take part.

Executive Director for the Deming Senior Center Julie Bolton stated that the center offers crucial services that are critical for the senior citizens. Ms. Bolton stated that here in Luna County 26 percent of the population are seniors that are 60 years and older and if 55 and older are included it goes up to 31 percent. Ms. Bolton stated that the Senior Center offers 11 programs that supplement seniors' lives and are crucial to helping with living at home. Ms. Bolton stated that the center also offers activities that help the seniors engage in the community and volunteer programs with 12 stations throughout Luna County with a total of 104 volunteers that are seniors 55 and older. The services that are offered by the center include nutritious home-delivered meals, transportation, home care services, and adult daycare services. Ms. Bolton stated that the meals are by donation and it has a two-dollar per meal donation fee. Ms. Bolton stated that the Deming Senior Center has now joined the New Mexico Grown Program which assists with food costs. The food is purchased from vendors who grow here in New Mexico. Ms. Bolton extended an invitation to the County Manager and Commission Board to go to the Senior Center for a tour.

Elected Officials Report:

Assessor: Assessor Michelle Holguin reported that she had attended the Assessor's Affiliate Meeting in Socorro NM from March 27 through March 29. Ms. Holguin stated that the meeting offered a lot of informative discussions. Some of the interesting topics that were talked about were Legislative issues which ones may be affecting us, and which ones are being watched. Ms. Holguin stated that Property Tax Division also attended and is looking at standardizing the Notice of Value forms across the state. Ms. Holguin stated that another topic that was discussed was the effect of Cannabis within the State and making sure that the Assessors look at regulating this issue. Ms.

Holguin stated that work is being done to clean up the regulation in the State Statute book, a lot of time statute is passed and no update is done to the regulation. Ms. Holguin stated that the Notice of Values were mailed out on March 31, 2023, which totaled 63,141 parcels from that 2,295 individuals have signed up online to receive their Notice of Values and Property tax bills. Ms. Holguin invited anyone who has questions on their Notice of Values to please come into the Assessor's Office within 30 days from the day the notices were mailed out, with May 1, 2023, being the deadline. Ms. Holguin stated that the Notice of Values is very important in the sense that it is an estimation of what your taxes might be which is based on the current tax rate until the new tax rates are received in September. Ms. Holguin stated that the Assessor's Office is currently working on their evaluation with Property Tax Division which will be May 17, 2023, this is to make sure that State Statute is being followed and if any guidance is needed.

Clerk: No report was given.

Probate Judge: Probate Judge Diana Diaz reported that the year-to-date probate is way down compared to last year. Ms. Diaz stated that year-to-date there are 39 probates when last year at this time there were 60. Ms. Diaz stated that marriages are down also, last year at this time there were 15 and this year there have only been seven. Ms. Diaz reported that on March 30, 2023, Governor Grisham signed Senate Bill 248 which is a bill that has been a long time in the making and allows a Probate judge to docket cases in another county at the expense of the county where the judge is visiting. Ms. Diaz stated that the fee, if probate has to go to district court, has been waived with this bill. Ms. Diaz stated that she would be attending the NMC Board meeting in May and that will be a session of wrap-up of what NMC proposed, what they sponsored, what got passed, etc.

Treasurer: Treasurer Kristie Hobbs stated that second-half taxes are due April 10, 2023, and will be delinquent after May 10, 2023. Ms. Hobbs stated that there is only one bill that goes out once a year in October and there are two coupons on your first bill. Ms. Hobbs stated that there are five ways for the public to pay their tax bills, online, by phone, through the drop box that is located in the back southeast corner of the building, by mail, or come into the office to pay.

Sheriff: Sheriff, Mike Eby reported that for the month of March 2023, six burglaries in the following areas 2700 block of Southeast Solana Rd, 5000 block of Southwest Alma Rd, 6000 block of Southwest Alma Rd, 17400 block of Southeast Coyote Rd, 1800 block of Northeast Hatch Hwy, 7000 block of Southeast Franklin Rd. Sheriff Eby reported nine larcenies in the following areas, 17400 block of Southeast Coyote Rd, 26000 block of Silver City Hwy, 1800 block of Southwest O'Kelley, 4800 block of Northwest Cherokee Trail, 6000 block of Southwest Alma Rd, Port of Entry, 2400 block of Southeast J St, the Intersection of Southeast McCan and Rockhound Rd. Sheriff Eby reported one illegal entry of a structure in the 9000 block of Southeast Hwy 549, there were two assaults, two motor vehicles recovered, and six motor vehicle accidents, with a total of 160 calls and 134 of the calls were civil non-criminal.

Commissioners: No comments from the Commissioners were forthcoming.

County Managers Report: County Manager Chris Brice gave the following report.

- **Dispatch:** Mr. Brice stated that there were a total of 1,125 911 calls received and 263 warrants were processed. Mr. Brice stated that through the LAPC and Dispatch, there was a

pipeline training that Kinder Morgan helped put on. The training was about the pipelines that run through the area and some of the hazards associated with them. Mr. Brice stated that the CAD Project is still going. Mr. Brice stated that the Emergency Operations Center which is the old Armory is about to be turned over to the County in an official ceremony on April 11, 2023, after about a year and a half of negotiations.

- **LCDC:** Mr. Brice reported that there were a total of 150 inmates that were booked and 168 that were released. Mr. Brice stated that the Marshall ADP is at 191.
- **Road Department:** Mr. Brice stated that the road department has one person currently in CDL class. Mr. Brice stated that the OSHA 10 Training was held here and ten road department employees attended. Four of the road department employees attended Traffic Control Technician/ Flagger Training on March 27th and 28th. Mr. Brice reported a total of 2,188 tires were picked up and 233 miles of road were bladed over the month.
- **Budget and Procurement:** Mr. Brice stated that there was a Budget and Strategic Planning Conference a couple of weeks ago and they are working on the budget now based on the input from all of the Directors and Elected Officials, salaries and benefits will be put into the budget.
- **Risk Management:** Mr. Brice stated that there were no COVID-positive cases, no close contacts. Mr. Brice did state that there were three Worker's Comp claims which is not good in one month.
- **Compliance Manager:** Mr. Brice stated that there were two internal investigations done. Mr. Brice stated that the Compliance Manager is working hard with Dispatch to get their department accredited. Mr. Brice stated that the SOP for Dispatch is almost complete and ready for him to review with hopes of Central Dispatch being the first entity to be accredited through New Mexico Counties.
- **Safety and Emergency Management:** Mr. Brice stated that there was a week-long active shooter exercise with all of the local law enforcement, Deming Fire Department, and Chaparral Elementary. Mr. Brice stated that these exercises have been going really well and they are something that is much needed with all of the shootings that have been happening especially in schools. Mr. Brice stated that the County now has a mass notification system and if anyone would like to sign up contact Emergency Management, Pablo Montoya, or the Department of Public Safety for assistance in doing so. Mr. Brice stated that this notification system will put out notifications on any kind of emergencies, road closures for maintenance, etc. Mr. Brice stated that the State Fire Marshall was here and conducted the annual inspection on Starmax and the Learning Center, and found very few and minor things that need attention and correcting.
- **Luna County Fire:** Mr. Brice stated that there were a total of 15 fires that were responded to and 12 burn notices.
- **CASA:** Casa has eight volunteers, and 20 kids in Luna County. Mr. Brice stated that Casa will be hosting a fundraiser Gala on April 29, 2023, at Lescombs Winery.
- **PAT:** Mr. Brice stated that Parents as Teachers distributed five car seats with training on how to install them correctly. Mr. Brice stated that if the parents can not afford the car seat Casa will give it to the parents, typically Casa asks for \$25 per seat.
- **JJCS:** Mr. Brice stated that 13 boys graduated on March 1st, Girl's Circle is still ongoing at the High School and will be a part of the PAT Gala on April 29, 2023.
- **IT:** Mr. Brice stated that there were 783 total work orders completed, 1,649 viruses, Trojans, and ransomware that were stopped by either County firewalls or email SPAM

system. Mr. Brice stated that JT Apodaca is now certified on CompTIA IT Fundamentals. Mr. Brice stated that IT is now hiring a Technician.

- **Planning Department:** Mr. Brice stated that the department has wrapped up the major land owner's purchase for the BERM Project. Mr. Brice stated that there is an entity that wants to donate the runway that is down in Columbus where the airport is to the County. Mr. Brice stated that the County is looking into the feasibility and what it would take for the County to get that.
- **Starmax:** Mr. Brice stated that there will be new equipment going into Starmax with the biggest problem being the size of the kitchen to be able to accommodate the people that come in. Mr. Brice stated that this will be the next major project for Starmax. Mr. Brice stated that Tyler has added couches along with phone charging stations, also all new bowling shoes.
- **HR:** Mr. Brice stated that there were 10 new hires and eight that left, Malarie Villegas is now working as HR/Legal Assistant, and the Manager's Office is now hiring.
- **DWI and Teen Court:** Mr. Brice stated that this department is now tracking 88 misdemeanor DWI offenders. Mr. Brice stated that there was a total of eight DWI arrests that have been reported this month by law enforcement.
- **Miscellaneous:** Mr. Brice stated that the New Mexico Counties Summer Conference is coming up to be held in San Juan County (Farmington). Mr. Brice stated that Kelly Schlegel the head of New Mexico Do It, the IT Guru, and her deputy were extremely thrilled with Luna County's willingness to jump in and do whatever it takes and try to get our Broadband up and work the Detention Centers. Mr. Brice stated that in the last year, he was on a task force working with the Department of Corrections and Detention to see if there was a possible way to maybe combine the two. Mr. Brice stated that he had briefed the Legislative Committee on information technology and how it plays a role in video court. Mr. Brice stated that more video court means more bandwidth, with this being the main reason for Ms. Schlegel's visit and tour of that Detention Facility. Mr. Brice stated that Secretary Buttigieg was in Luna County yesterday announcing the money that is coming out of the Biden Administration for infrastructure. Mr. Brice stated that he had a really good conversation with Senator Ben Ray Lujan about what is going on at the Port of Entry and Senator Lujan was very excited to come back and go to the Port and look at the plans.

Executive Session: Pursuant to Section 10-15-1H (2) NMSA 1978 Limited Personnel Matters: Commissioner Chandler motion to enter into Executive Session: Pursuant to Section 10-15-1H (2) NMSA 1978 Limited Personnel Matters. The Motion was seconded by Commissioner Trejo and unanimously approved following a roll call vote.

The Commission Board entered into Executive Session at 12:22 p.m. and returned at 1:05 pm. Commissioner Trejo motioned to return from Executive Session: Pursuant to Section 10-15-1H (2) limited to Personal Matters, where no other matters were discussed and no action was taken. The motion was seconded by Commissioner Chandler and was unanimously approved following a roll call vote.

Upcoming Meetings/Events (Unless otherwise specified):

Regular Meeting: May 11, 2023, at 10 a.m.

Work Session: April 27, 2023, at 3 p.m.

County College: TBD: April 27, at 5:30 p.m.

County Offices Closed: May 29, 2023, in Observance of Memorial Day

Public Comment: Kristie Kennedy offered a comment on making Luna County a beautiful place and art community.

Adjourn: Upon a motion by Chair Sweetser the meeting was adjourned at 1:12 p.m.

ATTEST:

**LUNA COUNTY BOARD OF
COUNTY COMMISSIONERS**

Berenda McWright, Luna County Clerk

Ray J. Trejo, District 1

Approved: _____

Collette M. Chandler, District 2

John S. Sweetser, District 3

**MINUTES
WORK SESSION
LUNA COUNTY BOARD OF COUNTY COMMISSIONERS
TUESDAY, APRIL 25, 2023**

BE IT REMEMBERED that the Luna County Board of County Commissioners met at 2:30 p.m. on Tuesday, April 25, 2023, in Chambers of the Luna County Courthouse, Deming, New Mexico, for the purpose of conducting a Work Session.

CALL TO ORDER: Chair Sweetser called the meeting to order at 2:30 p.m. and led the Pledge of Allegiance and the salute to the flag of New Mexico.

ROLL CALL: Deputy Clerk Toni Esparza called roll. The following Commissioners constituting a quorum were present:

**Ray J. Trejo, District 1
Colette M. Chandler, District 2
John S. Sweetser Chair, District 3**

PRESENTATIONS:

Funding Appropriations: Each organization was allowed 15 minutes to give a presentation regarding their organization and explain how the funding would benefit the community. The following organizations went before the Board of County Commissioners and County Manager and gave a presentation regarding their funding request for the 2023-2024 Fiscal Year.

- Deming Humane Society by Sandy Foster
- Deming Senior Center by Barbara Rios
- Deming Arts Council by Marilyn Goble
- Chamber Of Commerce by Debbie Troyer
- Deming Animal Guardians by Robin Gallo
- Historical Society by Diana Manly
- Deming Mainstreet by Chelsea Evans
- Play Sharity by Monica Topham
- Silver Linings by Margaret Fairman
- SWNM State Fair by Marcos Dominguez
- The Well by Lynsey Davis
- Country Club by Noel Nunez

All of the organizations listed requested funding mainly for operation, sustainability, maintenance, and repairs. **(*Note: Items were presented for discussion only and no actions were taken.)**

Upcoming Meetings/Events (unless otherwise specified):

- County College: Luna County Economic Development/NM Border Authority at 5:30 p.m.
- Regular Meeting: May 11, 2023, at 10:00 a.m.

ADJOURN: Commissioner Trejo motioned to adjourn. The motion was seconded by Commissioner Chandler and was unanimously passed. The meeting was adjourned at 4:50 p.m.

ATTEST:

**LUNA COUNTY BOARD OF
COUNTY COMMISSIONERS**

Berenda McWright, Luna County Clerk

Ray J. Trejo, District 1

Approved: _____

Colette M. Chandler, District 2

Chair, John S. Sweetser, District 3

LCBCC Meeting May 11, 2023

Accounts Payable

4/06/2023	\$391,304.76
4/06/2023	\$7,249.58
4/13/2023	\$242,259.92
4/13/2023	\$1,101.63
4/20/2023	\$80,796.26
4/20/2023	\$16,158.25

P-Cards

March 2023	\$252,405.34
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Total \$991,275.74

Luna County
Board of County Commissioners



Agenda 5/11/2023

PAYROLL

Date	Register	Amount
04/07/2023	20230149	\$629,301.92
04/07/2023	*20230150	\$23,653.19
04/12/2023	*20230151	\$1,608.07
04/13/2023	*20230152	\$1,007.66
04/21/2023	20230153	\$624,491.26
04/21/2023	*20230154	\$14,725.25
04/26/2023	20230156	\$1,608.07

Total: \$1,296,395.42

* Special Assignment Pay

**LUNA COUNTY BOARD OF COUNTY
COMMISSIONERS**

**RESOLUTION NO. 23-43
Proposed Inter/Intra Fund Budget Increases**

WHEREAS, the Board of County Commissioners of Luna County 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 Board of County Commissioners of Luna County hereby adopts the changes to the County's Fiscal Year 111, July 1, 2022 through June 30, 2023 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 MAY, 2023.

BOARD OF COUNTY
COMMISSIONERS OF LUNA
COUNTY

Ray J. Trejo, District One

Colette M. Chandler, District Two

ATTEST:

Berenda L. McWright, Luna County Clerk

John S. Sweetser, District Three

Be it remembered that at a Regular meeting of the Board of County Commissioners of Luna County in Deming NM on the 11th day of May, 2023, the following budget adjustments are proposed and entered of record.

SCHEDULE OF BUDGET ADJUSTMENTS				Budget Resolution Number 23-43 Proposed Inter/Intra FUND Budget Increase/Decrease					Entity Code DFA Resolution Number	
ITEM NO	Adjustment Type	Fund/ DFA Fund	Dept.	From	Amount	To	Amount	Purpose	Approved Budget Balance	Adjusted Budget Balance
One	Increase	401/11000	General Fund - Maintenance	401/11000	\$ 3,000.00	401-03-2087 Pavilion Expense and Refunds	\$ 3,000.00	Estimated refunds until the end of the fiscal year.	\$ 5,000.00	\$ 8,000.00
Two	Increase	401/11000	General Fund - Sheriff's Department	401/11000	\$ (6,656.64)	401-77-1225 Sheriff's Salary Reimbursement	\$ (6,656.64)	Increase due to specialized OT for Construction Zone Patrols that is reimbursed.	\$ (40,143.11)	\$ (46,799.75)
					\$ 6,656.64	401-08-2005 Salaries - Overtime	\$ 6,561.50	Increase due to specialized OT for Construction Zone Patrols that is reimbursed.	\$ 119,795.63	\$ 126,357.13
						401-08-2060 Match - Medicare 1.45%	\$ 95.14	Increase due to specialized OT for Construction Zone Patrols that is reimbursed.	\$ 31,730.82	\$ 31,825.96
Three	Increase	402/20400	Road Department	402/20400	\$ 544,404.00	402-10-2102 Agreement - COOP	\$ 76,453.00	FY2023 NMDOT Projects funded - Cooperative	\$ 40,880.17	\$ 117,333.17
						402-10-2160 Agreement - County Arterial	\$ 325,574.00	FY2023 NMDOT Projects funded - County Arterial	\$ 222,399.96	\$ 547,973.96
						402-10-2184 Agreement - School Bus Routes	\$ 142,377.00	FY2023 NMDOT Projects funded - School Bus Routes	\$ 81,855.85	\$ 224,232.85
Four	Increase	411/21800	Community Services - Commission/Grants	411/21800	\$ (972,000.00)	411-77-1556 NMFA Pro 7584-CIF - Roads	\$ (972,000.00)	To account for NMFA Grant/Loan funds for Rockhound and McCan Road Improvements	\$ -	\$ (972,000.00)
					\$ 1,080,000.00	411-00-2556 NMFA Pro 7584-CIF - Roads	\$ 1,080,000.00	To allow for spending for NMFA Grant/Loan funds for Rockhound and McCan Road Improvements	\$ -	\$ 1,080,000.00
Five	Increase	411/21800	Community Services - Commission/Grants	411/21800	\$ (3,250,000.00)	411-77-1557 NMFA Pro 5674-WPF- LPOE	\$ (3,250,000.00)	To account for NMFA Grantfor WTB Project 5674 for Flood Prevention Project - LPOE Diversion Berm/Pond Flood Control.	\$ -	\$ (3,250,000.00)
					\$ 3,250,000.00	411-00-2557 NMFA Pro 5674-WPF- LPOE	\$ 3,250,000.00	To allow for spending of NMFA Grantfor WTB Project 5674 for Flood Prevention Project - LPOE Diversion Berm/Pond Flood Control.	\$ -	\$ 3,250,000.00
Six	Increase	421/21800	Domestic Violence Shelter	421/21800	\$ 782.14	421-00-2381 Grant - FEMA	\$ 782.14	FEMA Grant award was higher than anticipated for this fiscal year.	\$ 9,500.00	\$ 10,282.14
Seven	Increase	609/22600	Adult Detention	609/22600	\$ 24,000.00	609-21-2067 Insurance - Property/ Liability	\$ 24,000.00	To cover increased cost of property and liability insurance for FY2023. LCDC portion was underestimated.	\$ 300,000.00	\$ 324,000.00
					\$ 677,186.14		\$ 677,186.14		\$ 766,019.32	\$ 1,443,205.46

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

Done at Deming New Mexico this **Thursday the 1th day of May, 2023.**

BOARD OF COUNTY COMMISSIONERS OF LUNA COUNTY



Ray J. Trejo, District 1

Colette M. Chandler, District 2

John S. Sweetser, District 3

Berenda L. McWright, Luna County Clerk

Entered By:

Date

Checked By:

Date

**LUNA COUNTY BOARD OF COUNTY
COMMISSIONERS**

**RESOLUTION NO. 23-44
Proposed Inter Department/Fund Transfers**

WHEREAS, the Board of County Commissioners of Luna County 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 Board of County Commissioners of Luna County hereby adopts the changes to the County's Fiscal Year 111, July 1, 2022 through June 30, 2023 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 MAY, 2023.

BOARD OF COUNTY
COMMISSIONERS OF LUNA
COUNTY

Ray J. Trejo, District One

Colette M. Chandler, District Two

ATTEST:

Berenda L. McWright, Luna County Clerk

John S. Sweetser, District Three

Be it remembered that at a Regular meeting of the Board of County Commissioners of Luna County in Deming NM on the 1th day of May, 2023 the following budget adjustments are proposed and entered of record.

Budget Resolution Number 23-44

Proposed Inter Department Transfer

ITEM NO	Adjustment Type	Fund/ DFA Fund	Dept.	From	FROM Current Balance	Transfer amount	TO Line Number	Transfer Amount	Purpose
One	Transfer	401/10100	General Fund - Managers	401-01-2205 Special Projects	\$29,199.51	\$10,000.00	401-01-2010 Mileage/Per Diem	\$10,000.00	To allow for spending through remainder of fiscal year.
Two	Transfer	401/10100	General Fund - Maintenance	401-03-2015 Exterminating Service	\$1,000.00	\$1,000.00	401-03-2011 Vehicle Expense	\$1,000.00	To allow for spending through remainder of fiscal year.
Three	Transfer	401/10100	General Fund - Election Bureau	401-05-2030 Precinct Board Judge	\$7,394.40	\$6,000.00	401-05-2010 Mileage/Per Diem	\$6,000.00	To allow for spending through remainder of fiscal year.
Four	Transfer	401/10100	General Fund - Dispatch	401-20-2101 Professional/Contract Services	\$33,152.82	\$2,000.00	401-20-2007 Telephone	\$2,000.00	To allow for spending through remainder of fiscal year.
Five	Transfer	401/10100	General Fund - Dispatch	401-20-2101 Professional/Contract Services	\$31,152.82	\$300.00	401-20-2013 Equipment Rental	\$300.00	To allow for spending through remainder of fiscal year.
Six	Transfer	401/10100	General Fund - Dispatch	401-20-2101 Professional/Contract Services	\$30,852.82	\$3,000.00	401-20-2005 Salaries - Overtime	\$3,000.00	To allow for spending through remainder of fiscal year.
Seven	Transfer	402/20400	Road Department	402-10-2079 Road Construcion/ Maintenance	\$272,075.41	\$20,000.00	402-10-2075 Equipment Operating Expense/Repair	\$20,000.00	To allow for spending through remainder of fiscal year.
Eight	Transfer	408/22300	DWI	408-51-2002 Salaries - Full-Time	\$38,612.16	\$11,600.00	408-51-2003 Salaries - Part-Time	\$11,094.00	To allow for spending through remainder of fiscal year.
							408-51-2005 Salaries - Overtime	\$506.00	To allow for spending through remainder of fiscal year.
Nine	Transfer	408/22300	DWI	408-32-2020 Supplies	\$20,215.91	\$4,306.00	408-32-2005 Salaries - Overtime	\$4,000.00	To allow for spending through remainder of fiscal year.
							408-32-2060 Match - Medicare	\$58.00	To allow for spending through remainder of fiscal year.
							408-32-2064 Match - FICA	\$248.00	To allow for spending through remainder of fiscal year.
Ten	Transfer	408/22300	DWI	408-00-2101 Professional/Contract Services	\$2,500.00	\$2,500.00	408-00-2010 Mileage/Per Diem	\$1,035.00	To allow for spending through remainder of fiscal year.
							408-00-2020 Supplies	\$1,465.00	To allow for spending through remainder of fiscal year.
Eleven	Transfer	415/21800	Community Services - Adult Drug Court	415-72-2020 Supplies	\$31,271.29	\$12,000.00	415-72-2010 Mileage/Per Diem	\$12,000.00	To allow for spending through remainder of fiscal year for NADCP Conference in Houston, TX
Twelve	Transfer	428/21800	CASA Program	428-54-2101 Professional/Contract Services	\$6,261.19	\$2,000.00	428-54-2011 Vehicle Expense	\$2,000.00	To allow for spending through remainder of fiscal year.
Thirteen	Transfer	609/22600	Adult Detention	609-21-2028 Capital Outlay	\$123,748.08	\$20,000.00	609-21-2069 Membership Dues/ Subscriptions	\$20,000.00	To allow for spending through remainder of fiscal year - Guardian RFID.
Fourteen	Transfer	610/21800	Drug Investigation - HIDTA	610-43-2101 Professional/Contract Services	\$3,715.88	\$1,200.00	610-43-2025 Utilities	\$1,200.00	To allow for spending through remainder of fiscal year.

ITEM NO	Adjustment Type	Fund/ DFA Fund	Dept.	From	FROM Current Balance	Transfer amount	TO Line Number	Transfer Amount	Purpose
Fifteen	Transfer	801/59900	Entertainment Complex	801-80-2029 Capital Improvements	\$468,828.38	\$326,800.00	801-80-2003 Salaries - Part-Time	\$180,000.00	To allow for spending through remainder of fiscal year.
							801-80-2005 Salaries - Overtime	\$500.00	To allow for spending through remainder of fiscal year.
							801-80-2006 Postage	\$300.00	To allow for spending through remainder of fiscal year.
							801-80-2010 Mileage/Per Diem	\$2,000.00	To allow for spending through remainder of fiscal year.
							801-80-2012 Equip/Supplies/ Mtn/Repairs	\$35,000.00	To allow for spending through remainder of fiscal year.
							801-80-2015 Exterminating Services	\$2,000.00	To allow for spending through remainder of fiscal year.
							801-80-2025 Utilities	\$26,000.00	To allow for spending through remainder of fiscal year.
							801-80-2028 Capital Outlay	\$35,000.00	To allow for spending through remainder of fiscal year.
							801-80-2060 Match - Medicare	\$5,000.00	To allow for spending through remainder of fiscal year.
							801-80-2064 Match - FICA	\$15,000.00	To allow for spending through remainder of fiscal year.
							801-80-2107 Alcohol Suppleis	\$25,000.00	To allow for spending through remainder of fiscal year.
							801-80-2174 Pre-Employment Physicals	\$1,000.00	To allow for spending through remainder of fiscal year.
Sixteen	Transfer	415/21800	Community Services - Parents As Teachers	415-52-2008 Printing and Publishing	\$966.00	\$880.00	415-52-2069 Membership Dues/ Subscriptions	\$880.00	To pay for training for four new hires.
					\$1,100,946.67	\$423,586.00		\$423,586.00	

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

Done at Deming New Mexico this **Thursday the 11th day of May, 2023.**

BOARD OF COUNTY COMMISSIONERS OF LUNA COUNTY

Ray J. Trejo, District 1

Colette M. Chandler, District 2

John S. Sweetser, District 3



ATTEST:

Berenda L. McWright, Luna County Clerk

Entered By:

Checked By:

Date

Date

RFP# FY 111-01 LUNA COUNTY MEDICAL and BEHAVIORAL HEALTH SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of April, 2023, by and between the County of Luna, New Mexico, a political subdivision in the State of New Mexico, (hereinafter referred to as the "County"), and CorrHealth, LLC, (hereinafter referred to as the "Contractor").

WHEREAS, the County is the owner and operator of the Luna County Detention Center (LCDC) located at 1700 4th Street NE, Deming, New Mexico 88030 (hereafter referred to collectively as the "Facility").

WHEREAS the County issued a Request for Proposals for "Medical and Behavioral Health Services" RFP# FY 111-01 Medical and Behavioral Health Services dated August 19, 2022, attached hereto as **EXHIBIT D**; and

WHEREAS, the Contractor submitted its Proposal, dated September 15, 2022, in response to RFP# FY 111-01 Medical and Behavioral Health Services, attached hereto as **EXHIBIT C**; and

WHEREAS the County desires to engage the Contractor to render certain services in connection therewith, and the Contractor is willing to provide such services.

NOW, THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

1. General Engagement

- A. The County hereby contracts with the Contractor to provide for the delivery of medical, mental, and ancillary health care to individuals committed to the custody of the Luna County Detention Center. The terms and conditions of the accepted Request for Proposal for "RFP# FY 111-01" specific to "Medical and Behavioral Health Services" for the Luna County Detention Center is incorporated herein verbatim as if fully set forth.
- B. Individuals who are unconscious, injured or seriously ill at the time of booking shall not be committed to the custody of the Luna County Detention Center. These individuals shall be immediately referred to a third-party provider for medical attention and their admission and booking (or their return to the Facility) will be predicated on written medical clearance from the third-party provider. The Contractor will not be responsible for any cost associated with medical care that is delivered prior to an individual's being booked into the Luna County Detention Center.
 1. Injured or Seriously Ill means a person who is unconscious/semi-unconscious; severe shortness of breath, wheezing, or chest tightness; severely intoxicated and cannot walk under his/her own power; severe withdrawal; actively attempting suicide/self-harm; report of sexual assault in the last 5 days; suspected overdose, swallowed drugs, or drugs placed in orifice(s); severe bleeding/obvious trauma; pregnant female with opiate addiction; complaints of chest pain with signs/symptoms of a cardiac emergency; involved in a motor vehicle accident where a person died, the collision was head-on, the arrestee was unrestrained, the airbag deployed, or the vehicle rolled over; signs of severe head trauma (loss of consciousness, periorbital ecchymosis (raccoon eyes), retroauricular or mastoid ecchymosis (Battles's Sign)); signs of internal bleeding Periumbilical ecchymosis

RFP# FY 111-01 LUNA COUNTY MEDICAL and BEHAVIORAL HEALTH SERVICES AGREEMENT

(Cullen Sign), flank ecchymosis (Grey-Turner Sign), severe abdominal pain with rebound tenderness, hypotension; obvious fracture(s); arrestee actively seizing, or had a seizure within the last 24 hours with possible head trauma; arrestee that was tased AND has a cardiac complaint; care requirements that exceed CorrHealth's capacity to care for the arrestee onsite; T<95F or >104F; P<45BMP or >145BPM; or >25BPM; O2<90%; BG<50 or >400.

2. Order of Precedence

- A. The parties agree that in the event of any inconsistency or conflicts among the documents referenced in this Agreement will be resolved by giving precedence in the following order:
 1. Any Agreement Amendment to this Agreement in reverse chronological order from oldest date to newest date order, then
 2. This Agreement
 3. **EXHIBIT A:** Scope of Services
 4. **EXHIBIT B:** Best and Final Offer;
 5. **EXHIBIT C:** Contractor's response: Luna County, New Mexico RFP#111-01, specific to Medical and Behavioral Health Services September 15, 2022
 6. **EXHIBIT D:** County's formal request for proposal: REQUEST FOR PROPOSALS (RFP) FOR MEDICAL and BEHAVIORAL HEALTH SERVICES LUNA COUNTY DETENTION CENTER RFP# FY 111-01 Medical and Behavioral Health Services August 19, 2022

3. Scope of Services

- A. For the purposes of this Agreement, the Contractor's responsibility for medical care commences when an individual is booked into the Luna County Detention Center. The Contractor shall provide health care services for all persons committed to the physical custody of the Luna County Detention Center. The Contractor shall provide on a regular basis, all professional medical, mental health, related health care, and administrative services for the inmates. These services include intake health screenings, regularly scheduled sick call, nursing coverage, regular physicians visits on site, infirmity-level care, hospitalization, medical specialty services, emergency medical care, electronic medical records (EMR) management, pharmacy and pharmaceutical services, laboratory services, radiology services, auditory services, ophthalmology services, health education and training services, utilization review, a quality assurance program, administrative support services, dental services, and on-site emergency medical treatment for visitors or County personnel, all as more specifically described **EXHIBIT A Scope of Services** which is incorporated herein by reference and made a part of this Agreement.
- B. The County may, from time to time, request changes in the Scope of Services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the County and the Contractor, shall be incorporated in written amendments to this Agreement.

RFP# FY 111-01 LUNA COUNTY MEDICAL and BEHAVIORAL HEALTH SERVICES AGREEMENT

- C. When additional facilities are opened that materially affect the Scope of Services and therefore the cost to the Contractor of providing medical and behavioral healthcare services increases, the Contractor and the County agree to collaboratively negotiate additional compensation to be paid by the County to the Contractor.
4. Compensation and Method of Payment
- A. Total Compensation and method of payment for performing the services specified in Section 1 hereof, the County agrees to pay the Contractor in accordance with the budget agreed to by the parties for the applicable fiscal year. Payments in accordance with this Agreement shall constitute full and complete compensation for the Contractor's services under this Agreement, including all expenditures made and expenses incurred by the Contractor in performing such services.
 - B. The total maximum cost to the County under this Agreement is Two Million Seventy-Four Thousand Three Hundred and Fifty-Three Dollars and Thirty-Six Cents (\$2,074,353.36) for year one. (base annual payment) exclusive of any applicable New Mexico gross receipts tax (GRT). the County shall pay the Contractor any applicable GRT.
 - C. Said Two Million Seventy-Four Thousand Three Hundred and Fifty-Three Dollars and Thirty-Six Cents (\$2,074,353.36) shall be divided into twelve (12) equal monthly payments of One Hundred Seventy-Two Thousand, Eight Hundred Sixty-Two Dollars and Seventy-Eight Cents (\$172,862.78) except for partial months worked by the Contractor (base monthly payment). The payment for any partial month shall be prorated based on the actual number of days worked divided by the number of days in the partial month.
 - D. Per the terms and conditions of the accepted Request for Proposal for "RFP# FY 111-01" specific to "Medical and Behavioral Health Services" for the Luna County Detention Center a base population of three hundred fifty (350) inmates shall be paid to the Contractor monthly for all services provided upon receipt by the County of invoices for payment as determined by the budgetary and fiscal guidelines of the County and on the condition that the Contractor has accomplished the services to the satisfaction of the County. In the event, the Agreement is terminated on a date other than the end of the month, the monthly base Services Invoice will be prorated based on the actual days of services provided by the Contractor.
 - E. Population Increase. On a quarterly basis, the Contractor and the County agree to collaboratively review and determine additional service requirements for staffing and ancillary services to include but not limited to, supplies, x-rays, and labs when the inmate monthly average daily population (MADP) exceeds the base population of three hundred fifty (350) inmates. All parties agree that any additions to both service requirements and price increases will reflect the actual MADP to meet the uniquely evolving needs of the National Commission on Correctional Health Care (NCCHC) and New Mexico Association of Counties (NMAC) standards, as well as all State and Federal laws, rules, and regulations.
 - F. Payments. Payments shall be made to the Contractor monthly upon receipt by the County of properly documented requests for payment as determined by the budgetary and fiscal

RFP# FY 111-01 LUNA COUNTY MEDICAL and BEHAVIORAL HEALTH SERVICES AGREEMENT

guidelines of the County and on the conditions that the Contractor has accomplished the services to the satisfaction of the County. All parties agree that the satisfactory term for payment from the County to the Contractor shall be made within thirty (30 days) of receipt of invoice.

1. Invoices will be emailed to:

The Contractor shall e-mail invoices to:

Chris Brice
County Manager
Luna County
Chris_Brice@lunacountynm.us

Lee Cook-Jordan
Director
Luna County Detention Center
Lee_Cook@lunacountynm.us

Pablo Montoya
Deputy Director and Fire Chief
Luna County Detention Center
Pablo_Montoya@lunacountynm.us

- G. Payment Certification. Certification of payments shall be made following the review and signoff of the LCDC Director or designee of each invoice. Any discrepancies discovered by the County in the audit of invoices received by the Contractor shall be resolved immediately. The Contractor shall provide a separate credit invoice referencing the invoice number where the discrepancy occurred and reason for the correction for all credits due to the County within forty-five (45) calendar days from notice of error.
 - H. Erroneous Payment. In the event of an error that causes one of more payments to be issued in error, the Contractor shall reimburse the County within forty-five (45) days of written notice of such error for the full amount of the erroneous payment.
 - I. Inmates. The Contractor agrees that in no event, including, but not limited to nonpayment by the Contractor, insolvency of the Contractor or breach of this Agreement, shall the Contractor, or its subcontractors bill, collect a deposit from, seek compensation, remuneration, or reimbursement from or have any recourse against an inmate, or persons acting on the behalf of an inmate, for services provided pursuant to this Agreement. In no case will the County and/or inmates be liable for any debts of the Contractor.
5. Risk Management Fee for Annual Liability Deductible for Claims Defense
 - A. All parties agree that the total maximum cost to the County for year one (1) as referenced in Section 4.B includes a Risk Management Fee of Fifty Thousand Dollars (\$50,000.00) for an annual liability deductible for claims defense.
 1. The County agrees that each renewal term for year two (2) and year three (3) shall include a Risk Management Fee of Fifty Thousand Dollars (\$50,000.00) for an annual liability deductible for claims defense. All parties agree that there shall be a cap of One

RFP# FY 111-01 LUNA COUNTY MEDICAL and BEHAVIORAL HEALTH SERVICES AGREEMENT

Hundred Fifty Thousand Dollars (\$150,000.00) for the Risk Management Fee for Annual Liability Deductible for Claims Defense the first three years.

2. In the event that the Contractor must utilize the Risk Management Fee of Fifty Thousand Dollars (\$50,000.00) for a liability deductible for claims defense, the County agrees to provide up to Fifty Thousand Dollars (\$50,000.00) per renewal year until a cap of One Hundred Fifty Thousand Dollars (\$150,000.00) is restored.
 - a. In the event that the Contractor's Risk Management Fee for liability deductible for claims defense increases in any subsequent renewal term the County agrees to collaboratively negotiate an additional amount acceptable to all parties to be paid by the County to the Contractor to maintain a cap amount for said Risk Management Fee for liability deductible for claims defense.
6. Reimbursement of Off-Site Expenditures
 - A. The County will be financially responsible for the costs associated with off-site treatments, emergent services, hospitalization, medical specialty services (whether provided on-site or off-site), radiology services, and transportation services for the inmates held by Luna County, New Mexico. The Contractor shall make all attempts to reduce off-site costs and utilize the Contractor's Utilization and Claims Management provider. Once the Contractor's Utilization and Claims Management provider processes the bills, the Contractor shall provide the County with the total cost of such off-site care in an invoice separate from the monthly invoice for comprehensive services will be generated monthly. The invoice shall include detailed documentation of the off-site services provided to each detainee.
 - B. Off-site services shall be assessed by both parties on a quarterly basis.

The Contractor shall e-mail invoices to:

Chris Brice
County Manager
Luna County
Chris_Brice@lunacountynm.us

Lee Cook-Jordan
Director
Luna County Detention Center
Lee_Cook@lunacountynm.us

Pablo Montoya
Deputy Director and Fire Chief
Luna County Detention Center
Pablo_Montoya@lunacountynm.us

RFP# FY 111-01 LUNA COUNTY MEDICAL and BEHAVIORAL HEALTH SERVICES AGREEMENT

7. Initial Term

This initial term of this Agreement shall be effective from April 1, 2023, through and including April 30, 2024, ("Initial Term"), unless sooner terminated as provided for in this Agreement.

8. Renewal Term

- A. The County may, at its sole option, renew the term of this Agreement beyond the Initial Term for up to seven (7) additional one-year terms under the same terms and conditions provided for herein (each such period being a "Renewal Term"). The County shall notify the Contractor of its election for a Renewal Term as provided below or as mutually agreed upon.
- B. Each additional one-year Renewal Term shall include an automatic rate increase of 5%. The Contractor has the sole responsibility to request any Renewal Term rate adjustment over the automatic 5% based on general increases in the costs of providing healthcare services in Luna County. Renewal Term rate adjustments over five percent (5%) may be granted based upon an analysis of the Bureau of Labor Statistics Consumer Price Index (CPI) for Medical Care Services, West Region, all urban consumers, not seasonally adjusted; the Bureau of Labor Statistics Employment Cost Index (ECI) for Healthcare workers; New Mexico wage studies; merit/retention increases at market rates; any increases in cost of high-risk liability policies, increases in costs as a result of New Mexico's laws i.e. the Civil Rights Act, and any increase in supplies, ancillary costs, and light equipment. Any requests for Extension Term rate adjustments over five percent (5%) shall be presented to the County by January 15th of each renewal term year.

9. Pharmaceutical Services

- A. Include general pharmaceuticals, psychotropic medications, HIV, Hepatitis, and biologicals and over-the-counter (OTC) medications.
- B. The County will be financially responsible for costs associated with the provision of pharmaceuticals for inmates held in the Luna County Detention Center outside of the scope of this Agreement.
 - 1. The Contractor shall be responsible for the management of pharmacy and pharmaceutical services.
 - a. Pharmaceutical services include a qualified medical clinician prescribing the medication, filling the prescription, dispensing of medication, and necessary record keeping.
 - b. The Contractor shall comply with all applicable State and federal regulations regarding prescribing, dispensing, administering, procuring, and storing pharmaceuticals.
 - c. Review of auditing reports.
 - d. Review of quarterly cost-effectiveness of stock, formulary, and HIV medications.
 - e. The Contractor shall maintain and track pharmacy budgetary costs and formulary.

RFP# FY 111-01 LUNA COUNTY MEDICAL and BEHAVIORAL HEALTH SERVICES AGREEMENT

- f. At the conclusion or termination of the contract any medication and pharmacy supplies currently on-site remain the property of the County.

10. Dental Services

- A. The County shall provide and bear the cost of a licensed dentist to provide dental services for the entire inmate population. Basic dental services include what is necessary to relieve pain, infection, and preserve salvageable teeth. The inmate dental services will be provided through a separate Agreement the County has with another Contractor.
 1. The County shall be responsible for actual dental treatment and or procedures performed by dentists or dental assistants during the normal course of dental exams to include, for example, radiographs, extractions, and dental fillings to also include full annual dental exams within twelve (12) months of admission into the facility.
 2. The County will ensure that dental services are provided to inmates and include dental screening, assessment, and hygiene within fourteen (14) days of admission. The Contractor's on-site dental program will be under the direction of a licensed dentist, and in compliance with NCCHC, NMAC, and ADA standards.
- B. The Contractor shall be responsible for the management of inmate-patient care and ongoing treatment relating to those dental services that do not include extractions and fillings. The Contractor shall utilize Qualified Health Care Professionals i.e. physicians, physician assistants, nurse practitioners, nurses, and others by virtue of their education, credentials, and experience who are permitted by law to evaluate and care for inmate-patients inclusive of fulfilling orders for medication, dispensing medication, and all necessary record keeping that is associated with typical medical inmate-patient care.
 1. Qualified medical personnel complete the initial receiving screening for acute dental problems to ensure that inmates who require immediate dental care are identified. During the health assessment, properly trained health care personnel further evaluate the inmate. Urgent and acute dental needs are referred immediately for treatment.

11. Electronic Medical Records (EMR)

- A. The electronic medical records management system utilized at the facility is CorEMR. The County will be responsible for ongoing CorEMR licensing and server costs. All the Contractor staff must be trained on this system. The Health Services Administrator (HSA) maintains the utilization of the medical records management system.
- B. All health records are the property of Luna County. The Contractor acts as custodian for the health records, and such records are kept confidential, subject to the rights of access thereto at all times on the part of Luna County. The Contractor shall ensure access to inmate healthcare records as controlled by the health authority consistent with the applicable local, State and Federal confidentiality laws. The confidential relationship of doctor and patient extends to inmate patients and their clinicians.
- C. The Contractor shall maintain a current record of the rules and regulations covering the confidentiality of healthcare records and the types of information that may and may not be shared. The Contractor shall collaborate with jail administration to orient all appropriate County staff to the Health Insurance Portability and Accountability Act (HIPAA) requirements as well as to ensure that related forms, including the inmate's release of

RFP# FY 111-01 LUNA COUNTY MEDICAL and BEHAVIORAL HEALTH SERVICES AGREEMENT

confidential information, meets the requirements of the Contractor's HIPAA compliance program and plan.

- D. The release of any information regarding inmate healthcare shall be obtained only through Luna County Records. This policy ensures appropriate legal measures are taken when anyone is requesting an inmate's healthcare record. All healthcare records are maintained in accordance with the laws of the state of New Mexico, including those of discharged inmates. Inactive medical records are maintained according to New Mexico State Statutes and the American Medical Association.

12. Use of Agreement

- A. With the consent of the Contractor, other Central Purchasing Departments (NMSA 1978, §13- 1-37) may purchase under this Agreement, provided that the services are under the same terms and conditions as stated herein, unless a lower price is agreed to between the Central Purchasing Department and the Contractor.

13. Termination for Breach

- A. If either party fails to fulfill its obligations under this Contract in a timely and proper manner, or if either party violates any material covenant, agreement or stipulation of this Agreement, the other party shall have the right to terminate the Agreement by giving written notice to the party of termination which shall occur no less than thirty (30) calendar days after the date of notice, unless the party to whom notice is given cures the breach to the satisfaction of the party giving notice prior the effective date of termination. The Notice of Termination shall include the effective date of cancellation and the reasons, therefore.

B. Contact Information for Termination and Default

- 1. All contact regarding termination or default pursuant to the terms of this Agreement shall be through the contact information set out in this paragraph unless such information is changed in writing by notice through the contact information in this paragraph.

The official address of the County is:

Lee Cook-Jordan, Director
Luna County Detention Center
1700 4th St NE
Deming, NM 88030
Lee_Cook@lunacountynm.us

The official address of the Contractor is:

Todd Murphy, Co-Founder & President
CorrHealth, LLC
6303 Goliad Avenue
Dallas, Texas 75214
Email: toddmurphy@mycorrhealth.com

- C. In addition to any remedies afforded the County that are enumerated in the RFP, if, through any cause, the Contractor breaches the Contractor's obligations under this Agreement, the County shall have the right to terminate the Agreement, subject

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to the Contractor's right to cure the default as set forth herein. The County reserves the right to recover any excess cost incurred by the violation or breach of the Agreement by deduction from an unpaid balance due to the Contractor, a combination of these remedies, or any other legal method.

- D. In the event, the Contractor fails to fulfill the Contractor's obligations under this Agreement, the following steps will be followed, prior to termination:
1. The County shall notify the Contractor in writing of the nature of such default. Within ten (10) working days following such notice, the Contractor shall correct the default, or;
 2. In the event of a default not capable of being corrected within said ten (10) day period, the Contractor may request an extension of time from the County explaining why the default cannot be corrected within said period, shall continue correcting the default at the earliest practical date if the extension is approved at the sole discretion of the County, and utilize all due diligence to correct the default with the extended time period.
 3. If the Contractor fails to correct the default within the time periods provided above or does not use due diligence to correct the default, the County without further notice shall have the rights and remedies provided by the law to declare this Agreement terminated thirty (30) days after the date of notice.
- E. Prior Obligations. By termination pursuant to this Section, neither party may nullify obligations already incurred for performance of services or payment for services prior to the date of notice or, unless specifically stated in the notice, required to be performed through the effective date of termination. Any agreement or Notice of Termination shall incorporate necessary transition arrangements.
- F. Rights Upon Termination of Expiration.
1. Upon termination or expiration of this Agreement, the Contractor shall, upon request of the County, make available to the County, or to a person authorized by the County, all records and equipment that are the property of the County.
 2. Upon termination or expiration of this Agreement, the County shall pay the Contractor all amounts due for services through the effective date of such termination.
 3. In the event that the County terminates the Agreement in full or in part because of breach by the Contractor, the Contractor shall be liable to the County for administrative costs incurred by the County in procuring such similar services. The Contractor shall not be liable for any excess costs or administrative costs if the failure to perform the Agreement arises out of causes beyond the control and without error or negligence of the Contractor or any of its subcontractors. The rights and remedies of the County provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

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4. The Contractor shall be responsible for payment of any claims from subcontractors or other providers, including emergency services providers, for goods and services ordered by the Contractor for its operation at the LCDC and delivered prior to the termination date. The Contractor shall promptly notify the County of any anticipated claims, which are known to the Contractor at the time of Notice of Termination or incurred prior to termination.
5. The Contractor shall provide the orderly and reasonable transfer of inmate care in progress, even for those inmates who are hospitalized or in long-term treatment.
6. Should the Contractor terminate the Agreement, it shall reimburse the County for all costs arising from delays caused by the Contractor incurred in hiring a new Contractor/subcontractors.

14. Termination without Cause

- A. The County may terminate the Contract without cause at any time at the County's sole discretion by giving written notice to the Contractor of termination, which shall occur no less than 90 calendar days after the date of notice and shall specify the effective date thereof.
 1. Termination shall be by written notice that shall be hand delivered or mailed (certified mail, return receipt requested). If notice is by mail, the effective date of notice will be deemed to be three (3) calendar days from the date of the postmark. If notice is hand-delivered, notice of termination is effective as of the time of delivery to the Contractor or the Contractor's place of business, or to the County Manager.
 2. In no event shall termination nullify obligations of either party incurred prior to the effective date of termination.
- B. The Contractor may terminate the Contract without cause at any time in the Contractor's sole discretion by giving written notice to the County of termination, which shall occur no less than 90 calendar days after the date of notice and shall specify the effective date thereof.
 1. Termination shall be by written notice that shall be hand delivered or mailed (certified mail, return receipt requested). If notice is by mail, the effective date of notice will be deemed to be three (3) calendar days from the date of the postmark. If notice is hand-delivered, Notice of Termination is effective as of the time of delivery to the Contractor or the Contractor's place of business, or to the County Manager.
 2. In no event shall termination nullify obligations of either party incurred prior to the effective date of termination.

15. Termination for Lack of Appropriations

- A. The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Luna County Commission for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Luna County Commission, this Agreement may be terminated at the end of the County's then current fiscal year upon written notice given by the County to the Contractor. Such

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event shall not constitute an event of default. All payment obligations of the County and all of its interest in this Agreement will cease upon the date of termination. The County's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

16. Independent Contractor

- A. Neither the Contractor nor its employees are considered to be employees of the County for any purpose whatsoever. The Contractor is considered to be an Independent Contractor at all times in the performance described herein. The Contractor further agrees that neither it nor its employees are entitled to any benefits from the County under the provisions of the Worker's Compensation Act of the state of New Mexico, or to any of the benefits granted to employees. The Contractor shall not accrue leave, retirement, workers' compensation benefits, insurance, bonding, use of the County vehicles, or any other benefits afforded to employees of the County, as a result of this Agreement. The County shall provide no liability coverage to the Contractor. The Contractor acknowledges that all sums received hereunder are reportable for income tax purposes as applicable for self-employment or business income, and New Mexico Gross Receipts Tax.

17. Personnel

- A. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services as described under this Agreement. Such personnel shall not be employees of or have any contractual relationships with the County.
- B. The services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in performing the services shall be fully qualified and shall be authorized or permitted under federal, state and local laws to perform such services.
- C. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Any portion of the services subcontracted hereunder shall be specified by written agreement and shall be subject to each provision of this Agreement.

18. Indemnification and Hold Harmless

- A. The Contractor shall defend, indemnify, and hold harmless the County, its agents, officers elected officials, and employees from and against all claims, demands and judgments (including attorney fees) made, alleged or recovered against the County or the Contractor including, but not limited to, damages to real or tangible property or for bodily injury or death to any person, arising solely out of the negligence, fault, actions, omissions, services or deliberate indifference of the Contractor, or its employees or agents. The County agrees to promptly notify the Contractor of any such claim or demand to defend and indemnify and agrees to cooperate with the Contractor in a reasonable manner to facilitate the defense of such claim.
- B. The Contractor shall only have a duty to defend, indemnify and hold harmless The County for any vicarious liability that may be imposed upon the County solely due to the medical services provided by the Contractor, arising solely from allegations that appropriate medical care was not provided by the Contractor, or arising solely from

allegations that medical care provided by the Contractor was in any manner negligent, inappropriate, or deliberately indifferent, or for any claim or allegation, regardless of type of claim or legal theory, related solely to the actions or omissions of employees or services of the Contractor.

- C. The Contractor has no duty to indemnify, hold harmless or defend the County, including its officials, employees, and agents collectively referred to as the County for the County's own alleged negligent, inappropriate, or deliberately indifferent acts or omissions. However, the Contractor does have an absolute duty to indemnify, hold harmless and defend the County from claims of vicarious liability made against the County arising solely out of the negligence, fault, actions, omissions, services, or deliberate indifference of the Contractor, or its employees or agents.
- D. If a defense is required as set forth above, the Contractor shall defend the County, including its officials, employees, and agents collectively referred to as the County by attorneys and other professionals selected and engaged by the Contractor's insurance carrier for any claims, suits, actions, or proceedings related to the losses, liabilities, and indemnity set forth above. The Contractor and the County may be represented by the same attorneys, and any alleged conflict of interest is waived. Upon selection and hiring of attorneys and other professionals to defend the County and/or the Contractor, the Contractor shall notify the County of the attorneys and other professionals selected and engaged, and the County shall not be obligated to reimburse the Contractor or the Contractor's insurance carrier for the cost of such attorneys and other professionals. In no event shall any matter be settled without prior notice to the County. The Contractor will do everything within its power to prevent the settlement of any claims or lawsuits that the County deems to be frivolous or lacking in merit, subject to the terms of the Contractor's policies of insurance.
- E. The Contractor shall obtain and maintain continuously for the term of this Agreement at its expense, the insurance types and amounts set forth in Section 23 attached hereto. The Contractor is not relieved of any liability or other obligations due to its failure to obtain or maintain insurance in sufficient amounts, durations, or types.

19. Discrimination Prohibited

- A. In performing the services required hereunder, the Contractor shall not discriminate against any person on the basis of race, color, religion, gender, sexual preference, sexual orientation, national origin or ancestry, age, spousal affiliation, physical handicap, or mental handicap as defined in the Americans With Disabilities Act of 1990, as currently enacted or hereafter amended.

20. ADA Compliance

- A. In performing the services required hereunder, the Contractor agrees to meet all the requirements of the Americans With Disabilities Act of 1990 (the "ADA"), which are imposed directly on the Contractor or which would be imposed on the County as a public entity. The Contractor agrees to be responsible for knowing all applicable rules and requirements of the ADA and to defend, indemnify and hold harmless the County, its officials, agents and employees from and against any and all claims, actions, suits or

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proceedings of any kind brought against said parties as a result of any acts or omissions of the Contractor or its agents in violation of the ADA.

21. Reports and Information

- A. At such times and in such forms as the County may require, there shall be furnished to the County such statements, records, reports, data and information, as the County may request pertaining to matters covered by this Agreement. Unless authorized by the County, the Contractor will not release any information concerning the work product including any reports or other documents prepared pursuant to this Agreement until the final product is submitted to the County.

22. Audits and Inspections

- A. At any time during normal business hours and as often as the County may deem necessary, there shall be made available to the County for examination of all the Contractor's records with respect to all matters covered by this Agreement.
- B. The Contractor shall permit the County to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.

23. Insurance

A. General

The Contractor shall procure and maintain during the life of this Agreement insurance coverage of the kinds and in the amounts listed herein. The Certificates of Insurance must be issued by insurance companies authorized to do business in the State of New Mexico and shall cover all performance under this Agreement whether completed by the Contractor, the Contractor's employees, or by subcontractors. The policies shall include a provision for thirty (30) calendar days written notification to the ATTN:

Luna County Purchasing Department
700 South Silver Avenue
Room A-2
Deming, New Mexico 88030

B. Workers Compensation

Part I. Workers Compensation – Statutory Part II. Employers' Liability - \$1,000,000

The Contractor shall comply with the provisions of the Workers Compensation Act of the State of New Mexico, (the "Act"). If the Contractor has determined that it is not subject to the Act, it will certify, in a signed statement, that it is not subject to the Act. The Contractor will notify the Contracting Agency (Luna County) and comply with the Act should it employ three or more persons during the term in providing services to the County. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, the services provided by the Contractor may be terminated effective immediately.

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- C. Commercial General Liability on ISO form CG 0001 0798 or equivalent. Bodily Injury/Property Damage: \$1,000,000 Each Occurrence
\$2,000,000 General Aggregate
- Products/Completed Operations: \$1,000,000 Each Occurrence
\$2,000,000 General Aggregate
- D. Business Automobile Liability
- Combined Single Limit - \$1,000,000 Each Occurrence on ISO CA0001 1001 or equivalent.
- Business Automobile Liability Insurance shall include coverage for the use of all owned, non-owned and hired automobiles and vehicles.
- E. Independent Contractors: Included
- F. Contractual Liability: Included in Commercial General Liability
- G. Professional Liability: (if applicable) \$1,000,000 Each Occurrence
\$3,000,000 General Aggregate
- H. The Contractor shall furnish one copy each of Certificates of Insurance herein required for each copy of the Agreement, which shall specifically set forth evidence of all coverage required. If such limits are higher than the minimum limits required by the County, such limits shall be certified and shall apply to the coverage afforded the County under the terms and conditions of the Agreement as though required and set forth in the Agreement. The Contractor shall furnish to the County copies of any endorsements that are subsequently issued amending coverage or limits.
- I. Approval of Insurance
1. The Contractor or subcontractor(s) shall not begin work under the Agreement until the required insurance has been obtained and the proper Certificates of Insurance (COI) (or insurance policies) have been filed with the County, adding the County as an additional insured as applicable. Neither approval nor failure to approve certificates, policies or insurance by the County shall relieve the Contractor or subcontractor(s) of full responsibility to maintain the required insurance in full force and effect.
- J. Increased Limits
1. If, during the life of this Agreement, the legislature of the State of New Mexico increases the maximum limits of the liability under the Tort Claims Act, the County may require the Contractor to increase the maximum limits of any insurance required herein. In the event that the Contractor is required to increase the limits of such insurance, an appropriate adjustment in the Agreement amount will be made to cover all increases in coverage and cost.
- K. The County acknowledges and agrees that per the Contractor's professional liability insurance coverage all medical procedure(s) based upon, or attributable to, in whole or in part or in any way involving, inclusion of surgery, obstetrics, and inclusive of prenatal care past the First Trimester of pregnancy (12 weeks) shall not be provided by

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CorrHealth's on-site provider care. First trimester (12 weeks) management is at the discretion of the on-site responsible physician or designee and may also occur off-site. All such management of pregnancy beyond the First Trimester (12 weeks) of pregnancy will require management by an off-site provider for care and services. The Contractor shall be prepared to coordinate services for the specialized needs of females, including pregnancy, childbirth, and infant care. The County will be financially responsible for the costs of these off-site specialty services.

24. Record Ownership

- A. It shall be clearly understood and agreed between the parties that the County is and shall be the owner of all documents and records pertaining to any matter undertaken by the Contractor pursuant to this Agreement.

25. Release

- A. The Contractor, upon final payment of the amount due under this Agreement, releases the County, its elected officials and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement.
- B. The Contractor agrees not to purport to bind the County to any obligation not assumed herein by the County, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

26. Confidentiality

A. General

- 1. Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.
 - 2. Any confidential information, as defined in state law, code, rules, or regulations or by an otherwise applicable code of ethics, regarding the County's detainees provided to or developed by the Contractor and its subcontractors shall not be made available to any individual or organization by the Contractor and its subcontractors without the prior written approval from the County.
 - 3. The Contractor and its subcontractors warrant that they shall retain all information belonging to the County, and shall neither use or disclose it to anyone without the explicit written permission of the County, and that each and every employee of the Contractor and its on-site subcontractors has received training on respecting patient confidentiality. The Contractor recognizes that irreparable harm can be occasioned to the County and inmates by disclosure of information relating to its operations and, accordingly, the County may refuse or enjoin such disclosure, and the Contractor and its subcontractors shall be solely responsible for any violations. This provision shall not relate to medical record information, which will be disclosed according to applicable law.
- B. Notice. The Contractor shall (1) notify the County promptly of any unauthorized possession, use, knowledge, or attempt thereof, of the County's data files or other confidential information; and (2) promptly furnish the County full details of the

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unauthorized possession, use, knowledge or attempt thereof, and assist investigating or preventing the recurrence thereof.

C. Procedures.

1. The Contractor shall adopt and implement written confidentiality policies and procedures, which conform to federal and state laws and regulations.
2. The Contractor's contracts with practitioners and other providers shall explicitly state expectations about the confidentiality of inmate information and records.
3. The Contractor shall afford inmates and/or legal guardians the opportunity to approve or deny the release of identifiable personal information by the Contractor to a person or agency outside of the Contractor, except when such release is required by law, State regulation, or quality standards.
4. When release of information is made in response to a court order, the Contractor shall notify where practical the inmate and/or legal guardian of such action in a timely manner.
5. The Contractor shall have specific policies and procedures that direct how confidential information gathered or learned during the investigation or resolution of a complaint is maintained, including the confidentiality of the inmate's status as a complainant.

27. Intellectual Property.

- A. The Contractor warrants that all material produced hereunder shall be of original development by the Contractor, and shall be specifically developed for the fulfillment of this Agreement and shall not infringe upon or violate any patent, copyright, trade secret or other property right of any third party, and the Contractor shall indemnify and hold the County harmless from and against any loss, cost, liability, or expense arising out of breach or claimed breach of this warranty.

28. Subcontracts

A. General

1. The Contractor is solely responsible for fulfillment of this Agreement. The County shall make payments under this Agreement only to the Contractor.
2. The Contractor shall remain solely responsible for performance by any subcontractor providing services in connection with this Agreement.

B. Subcontractors.

1. The Contractor may subcontract to a qualified individual or organization for the provision of any Service defined in the Scope of Services only with the consent of the County, which shall not be unreasonably withheld. The Contractor remains legally responsible to the County for all work performed by any subcontractor.
2. The County reserves the right to review all subcontracts and/or any significant modifications to previously approved subcontracts to ensure compliance with law, policy, and requirements. The Contractor is required to give the County prior notice

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with regard to its intent to subcontract certain significant contract requirements including, but not limited to credentialing, utilization review, and claims processing.

3. The Contractor must maintain policies and procedures for verifying that the credentials of all providers and subcontractors meet applicable standards.
4. The Contractor must maintain fully executed originals of all subcontracts, which shall be accessible to the County upon request.
5. The Contractor shall notify the County of any proposed material amendments to any subcontract with fifteen (15) business days prior to any such amendment. The County may disapprove or require modification or deletion of the amendment.
6. The Contractor shall not contract with an individual, or with an entity owned by an individual, (or in which an individual has a controlling interest), or with an entity that has an officer, director, agent, or manager, who has been convicted of any felony offense.
7. Subcontractors must meet the following minimum requirements:
 - a. Subcontracts must be executed in accordance with all applicable federal, state and local laws, regulations, policies and rules.
 - b. Subcontracts must identify the parties of the subcontract and their legal basis of operation in the State of New Mexico.
 - c. Subcontracts must include the procedures and specific criteria for terminating the subcontract.
 - d. Subcontracts must identify the services to be performed by the Subcontractor and those services performed under any other subcontract(s). Subcontracts must include provision(s) describing how services provided under the terms of the subcontract are accessed by inmates.
 - e. Subcontracts must include the reimbursement rates and risk assumption, if applicable.
 - f. Subcontracts must contain a provision requiring that the Subcontractor maintain all records relating to service provided to inmates for a six (6) year period and shall make all inmate's medical records available for the purpose of quality review conducted by the County or its designated agents.
 - g. Subcontracts must require that inmate information be kept confidential, as defined by state law.
 - h. Subcontracts must contain a provision requiring the Subcontractor to comply with all applicable federal, state and local laws, regulations, policies, and rules.
 - i. Subcontracts must include a provision requiring the Subcontractor to release any information necessary for the Contractor to perform any of its obligations.
 - j. Subcontracts must include a provision for termination for any violation of applicable County, state, or federal requirements.

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- k. Subcontracts must contain a hold harmless provision wherein the Subcontractor agrees to hold harmless the County in the event that the Contractor cannot or will not pay for services performed by the subcontractors pursuant to the subcontract.

29. Conflict of Interest

- A. The Contractor warrants that it 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 work required under this Agreement.

30. Scope of Agreement

- A. 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 been merged into this written Agreement. No prior agreement or understandings, verbal or otherwise, of the parties, or their agents shall be valid or enforceable unless embodied in this Agreement.

31. Notice

- A. Any notices required to be given hereunder shall be sent to the principals at the addresses specified in Section 13 herein. If either party shall change addresses or principals, then such party shall promptly notify the other party in writing. If no notification is made, then notice shall be deemed effective if sent to the principals at the addresses specified in Section 13 herein.

32. Compliance with Applicable Law

- A. The Contractor shall comply with all applicable state, federal, municipal and then County's laws, rules and ordinances.

33. Waiver

- A. No waiver of any breach of any of the terms or conditions of this Agreement shall be held to be a waiver of any other or subsequent breach; nor shall any waiver be valid or binding unless the same shall be in writing and signed by the party alleged to have granted the waiver.

34. Equal Opportunity Compliance

- A. The Contractor agrees to abide by all federal and state laws and regulations pertaining to equal employment opportunity. If the Contractor is found to be not in compliance with these requirements during the life of this Agreement, the Contractor agrees to take appropriate steps to correct these deficiencies.

35. Public Records

- A. The County is subject to the New Mexico Inspection of Public Records Act ("NMIPRA") and the Contractor acknowledges that this Agreement is disclosable to the public pursuant to NMIPRA. Additionally, the Contractor understands that other records and information related to this Agreement may be subject to public disclosure pursuant to NMIPRA, and the County will release any such records per the requirements of NMIPRA. The County shall not be responsible for any damages or claims related to its disclosure of records or

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information it determines must be disclosed pursuant to NMIPRA or any other applicable law. The County and the Contractor will not divulge medical records of inmates that are protected by HIPAA, if such records are excluded from disclosure by NMIPRA provisions, other applicable laws or by Court Order.

1. The County will notify in writing to the Contractor of any requests for NMIPRA for records whether such matter is involved for litigation purposes, investigative purposes, or for general purposes of public records request that could be excluded from disclosure as proprietary documents or protected as meeting the standards for exclusion of public disclosure based upon confidentiality and privilege under New Mexico Rules of Evidence 11-508 – Trade Secrets.

36. Applicable Law

- A. The laws of the State of New Mexico and Luna County shall govern this Agreement, without giving effect to its choice of law provisions. The Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1(G) NMSA 1978. By execution of this Agreement, the Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.
- B. The Contractor shall strictly comply with all applicable federal, state, and local laws, rules, and regulations, court orders, administrative directives, and the policies and procedures of the County in effect or hereafter established, including, without limitation, Title II of the Americans with Disabilities Act of 1990, as amended, as well as laws applicable to discrimination and unfair employment practices. To the extent that the Contractor believes that any policies or procedures of the County violate or impinge upon the rights of any inmate or subject any inmate to serious physical or mental harm, the Contractor may request to discuss those policies and procedures with the County and such discussion will not be unreasonably delayed by either party. The County will maintain the final authority over all such policies and procedures, even when such policies and procedures relate to inmate medical care. The Contractor only has the right to discuss such policies and procedures with the County, and the Contractor neither has the right or duty to change, ignore or refuse to follow such policies and procedures. However, if a situation arises where the Contractor believes that an imminent threat of physical or mental harm may be posed by accepting an inmate for admission to the facility, the Contractor may call EMS, have the inmate transported to the hospital by the County or have the inmate transported by the County to another third party health care provider to obtain treatment or a medical clearance for admission to the facility. If a situation arises where the Contractor believes that an inmate confined in the facility faces a threat of imminent physical or mental harm, the Contractor may call EMS, have the inmate transported to the hospital or have the inmate transported to another third-party health care provider for treatment and/or a medical clearance to return to the facility.
- C. The County and the Contractor agree that in the event of new legislative mandates causing changes to any state statute, rule, or regulation is passed or any order issued or any statute, guideline, or standard of care adopted or interpretation made materially affecting the cost to the Contractor of providing medical and behavioral healthcare services hereunder, the

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Contractor and the County agree to collaboratively negotiate additional compensation to be paid by the County to Contractor to comply with such legal mandates.

37. Administrative Requirements

- A. A compilation of health care policies and procedures are reviewed at least annually by the Contractor. Documentation of the policy review includes signatures of the Contractor and the date of the review. The Contractor meets annually with the County's Contract Administrator to review and, if necessary, make any site-specific changes to policy and procedures. This effort results in facility-approved directives tailored to the vision, objectives, and strategy of the facility regarding provision of medical and behavioral health care for inmate-patients. The County's Contract Administrator or designee inspects and reviews operations and programs at least annually to evaluate compliance with policies and procedures. A report describing findings, and corrective plans is submitted. The Contractor shall maintain a compilation of site-specific policies and procedures that will adhere to and reference all NCCHC standards and NMAC standards, as well as all State and Federal laws, rules, and regulations. All policies and nursing protocols whether electronic or hard copy shall be the property of the Contractor and shall remain the property of the Contractor after the term or termination of this Agreement. Any proprietary intellectual property of the Contractor shall be made available to the County but shall remain the sole property of the Contractor.
 - 1. The Contractor's policy and procedures, literature, and nursing protocols guide and inform the practice of care but do not create the standard of care. Standard of care is the level and type of care that is deemed reasonable based upon the clinical situation under all the relevant surrounding circumstances recognized as acceptable and appropriate by reasonably prudent healthcare providers in similar fields.
- B. The Contractor agrees to utilize PowerDMS as the electronic document management system for the dissemination of operational policies and procedures. The Contractor will provide free access for the County to view the Contractor's policy and procedures within the PowerDMS platform. The Contractor will ensure that each of the Contractor's employees have read, acknowledged, and demonstrated competency regarding the Contractor's up-to-date policy and procedures at least 24-hours prior to reporting for a duty shift inside the Luna County Detention Center.

38. Agreement Changes

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

39. Assignability

- A. The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement (whether by assignment or novation), without the prior written consent of the County thereto.

40. Construction and Severability

- A. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

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41. Enforcement

- A. The Contractor agrees to pay to the County all costs and expenses including reasonable attorney's fees incurred by the County in exercising any of its rights or remedies in connection with the enforcement of this Agreement.

42. Penalties

- A. The New Mexico Procurement Code, (NMSA 1978, §13-1-28 through 13-1-199), imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

43. Entire Agreement

- A. This Agreement contains the entire Agreement of the parties and supersedes any and all other Agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith. EXHIBIT A attached hereto are by this reference incorporated herein.

44. Approval Required

- A. This Agreement shall not become effective or binding until approved by the Luna County Commission.

SIGNATURE PAGE

Motion to approve _____, this ____ day of _____, 2023.

BOARD OF COUNTY COMMISSIONERS

APPROVED AS TO FORM:

County Attorney

Date: _____

THE CONTRACTOR:

Todd Murphy, Co-Founder and President

Date: _____

ATTEST:

EXHIBIT A
SCOPE OF SERVICES

In reference to RFP# FY 111-01 Medical and Behavioral Health Services For Luna County Detention Center.

1. Contractor shall provide all medical care for the inmates of the Luna County Detention Center. The term medical care shall include medical, dental, and behavioral health care. Such care shall include care provided at the Luna County Detention Center and all medically necessary off-site care. At a minimum, such care shall comply in all respects with standards established by the National Commission on Correctional Health Care (NCCHC), the American Correctional Association (ACA), the New Mexico Association of Counties (NMAC) standards, the Prison Rape Elimination Act (PREA), best industry practices, and the quality of care standard required by the medical community in New Mexico. To the extent that the standards of these organizations, best industry practices, or the standards of the medical community in New Mexico conflict, the higher standard or practice shall be met. The specific requirements set out below are minimum requirements and are not intended to be exhaustive. County is relying on the background and experience of Contractor in the correctional healthcare area to provide whatever is necessary to meet the standards and practices described in this paragraph. If what is necessary to meet such standards and practices exceeds the minimum requirements described below, then Contractor is obligated to provide what is necessary.
2. Contractor warrants and represents to Luna County that all decisions, including but not limited to decisions about staffing, treatment, drugs and referral for off-site medical services and on-site specialty services will be based on medical judgment and will not be influenced in any way by the financial impact on Contractor of such decisions.
3. Contractor shall provide emergency care to staff and visitors who become ill or injured while in the Luna County Detention Center including but not limited to first aid, assessment, stabilization, and the coordination of transport for off-site care.
4. Contractor shall provide County staff with annual testing for TB with County paying the cost of the vaccine.
5. At a minimum, Contractor shall provide an initial medical and behavioral health screening at the time of booking, by a qualified licensed healthcare professional fully capable of performing the screening described in this paragraph during all hours of on-site staffing. Such screenings shall include, but shall not be limited to the following (1) current illness, injury and other health problems including medical, dental, behavioral, psychiatric, and communicable diseases, (2) medications and special health requirements, (3) use of alcohol and drugs including types, methods of use, amounts, frequency, history of last use and history of withdrawal problems, (4) for females, a gynecological and pregnancy history, (5) observation and notation of behavior including but not limited to state of consciousness, mental status, appearance, conduct, tremors, and sweating, (6) notation of body deformities, signs of trauma, ease of movement and jaundice, and (7) condition of skin and body orifices including rashes, infestations, needle marks and indications of drug use.

6. Contractor shall have in place arrangements for all specialty care required to provide the standard of care so that inmates shall receive such care as soon as medically necessary whether such care is provided on-site or off-site.
7. Contractor shall be prepared to coordinate services for the specialized needs of females, including pregnancy, childbirth, and infant care. County will be financially responsible for the costs of these off-site specialty services.
 - A. The County acknowledges and agrees that per the Contractor's professional liability insurance coverage all medical procedure(s) based upon, or attributable to, in whole or in part or in any way involving, inclusion of surgery, obstetrics, and inclusive of prenatal care past the First Trimester of pregnancy (12 weeks) shall not be provided by CorrHealth's on-site provider care. First trimester (12 weeks) management is at the discretion of the on-site responsible physician or designee and may also occur off-site. All such management of pregnancy beyond the First Trimester (12 weeks) of pregnancy will require management by an off-site provider for care and services. The Contractor shall be prepared to coordinate services for the specialized needs of females, including pregnancy, childbirth, and infant care. The County will be financially responsible for the costs of these off-site specialty services.
8. Contractor shall be prepared to meet fully the behavioral health needs of inmates including but not limited to behavioral health screening at the time of booking, crisis intervention and management of acute psychiatric episodes, stabilization of mental illness, avoidance of deterioration of mental condition while incarcerated, ongoing treatment of mental illness including off-site psychiatric care and the prevention of suicide. In those situations, involving a risk of immediate threat to the safety of the inmate or others, there shall be provision for evaluation by a licensed behavioral health professional as soon as medically necessary to avoid compromising the safety of the inmate or others.
9. Limited dental services shall be provided by Contractor as follows: All emergency dental care services shall be provided when needed on the same basis as any other emergency care including testing and diagnostics, referral to specialty services, and off-site care. A dental screening shall be conducted within fourteen (14) days of intake unless one has occurred within the last six months. It shall identify any emergency and medically necessary dental care and shall include instruction on oral hygiene. If an inmate is in the Luna County Detention Center for more than twelve consecutive months, an examination by a licensed dentist, including diagnostic x-rays, if deemed necessary by the dentist, shall take place and shall include an individualized treatment plan with referral to any required specialists. The treatment called for in the individualized treatment plan shall be provided by Contractor. Contractor will provide routine dental care, on-site.
10. Contractor shall provide all laboratory, x-ray, and other testing and diagnostic services required to provide the quality of medical care required by this Contract whether such testing and diagnostic services are provided on-site or off-site. All diagnostic and testing results shall be followed up by a licensed provider qualified to understand and act on the results under the

supervision of Contractor's Chief Medical Officer or designee, and any abnormal results requiring the attention of a specialist shall be interpreted by a specialist physician and shall be followed up by a licensed provider qualified to understand and act on the results under the supervision of the specialist physician or of the Contractor's Chief Medical Officer.

11. Contractor shall coordinate with the County for transportation and communication necessary for off-site care. Contractor shall notify the facility administrator or their designee of an off-site medical appointment 5 days prior to the appointment unless an emergency condition exists. County will be financially responsible for the cost of transportation services for off-site care.
12. Contractor shall provide all pharmacy services required to provide the quality of medical care required by this Contract. Such services shall include, but are not limited to prescription and non-prescription pharmaceuticals, supplies, staff licensed to prescribe all needed medications and supplies, 24/7 staff licensed to administer all needed medication and supplies, locked security for all pharmaceuticals and supplies and record keeping. All pharmaceuticals and supplies shall be available as quickly as is medically indicated. Contractor shall be responsible for providing all prescription and non-prescription pharmaceuticals and supplies, which shall be County's financial responsibility.
 - A. County shall advise Contractor if a detainee is no longer in the facility to avoid overstocking the pharmaceutical and Contractor shall take all reasonable measures to avoid overstocking. Contractor will provide for the return and reimbursement of unused medications when permitted by the State Board of Pharmacy and the U.S. Food and Drug Administration (FDA). Credit will be given on full and partial blister card medications returned, provided the medications: 1.) Remain in their original, sealed blister packs. 2.) Have been stored under proper conditions. 3.) Are not defaced or adulterated. 4.) Are not within three (3) months of expiration. 5.) Have not been released to the inmate population or labeled/dispensed as "keep on person" (KOP). 6.) Are not controlled substances. 7.) Have a minimum value of \$ 1.50 per card. 8.) Have not been billed to a private insurance or Medicaid.
13. Contractor shall provide any inmate with one pair of ordinary glasses if deemed medically necessary by a healthcare provider licensed to prescribe glasses.
14. Contractor shall have in place a program for effective infectious disease control and for the safe disposal of contaminated waste.
15. Contractor shall create, maintain and organize full, complete and timely records and data documenting the following: (1) compliance by Contractor with all requirements of this Contract, (2) compliance by Contractor with all applicable laws and regulations, (3) compliance by Contractor with all standards and practices, (4) compliance with all reporting requirements of this Agreement, industry standards and practices, and all applicable laws and regulations, (5) compilation of all data and records needed to properly evaluate the care provided by Contractor pursuant to this Agreement.

16. County must provide Electronic Medical Records (EMR) that meets all NCCHC, ACA, NMAC, and any standard that may apply. The system must be fully integrated and bridge with the counties current jail management system. The EMR shall include medication administration, utilization management, discharge planning, tracking of inmate grievances, tracking of off-site appointments, ability to track inmate fees, ability to track dental, mental health, chronic care, and other services. The EMR must be able to generate daily, weekly, and monthly reports as needed. The Contractor must agree to give the County all medical records in a digitized stand-alone form upon termination of the contract. The contractor shall be responsible for implementing the EMR upon acceptance of this contract. While all electronic and hard copy records must be maintained on the facility premises and shall not be removed from the premises, Contractor may in addition maintain hard copy or electronic copies off-site. All records and data created or maintained pursuant to this Contract shall be fully accessible on demand to designated County employees only. Contractor understands the confidential nature of such records and will comply fully and completely with the Health Insurance Portability and Accountability Act (HIPAA) and NCCHC standards. Contractor shall assist County to create and operate a back-up system for all computer-based records and data that ensures that they will be safe from loss or destruction and that complies with HIPAA.
17. The Contractor shall ensure that accurate, comprehensible, legible, and up-to-date medical information is maintained on each inmate under Contractor's care. Ensure that confidential, complete, and well-organized medical records are maintained for infirmary-level care and clinic ambulatory care and that these records include, among other detail, information with respect to mental health, dental care, hospital in-patient and emergency care, laboratory, and radiological services, medication administration records and medical specialty encounters. The Contractor shall be the keeper of inmate medical records (active and inactive) throughout the term of the contract and shall adhere to State laws and regulations governing the management of medical records. At the end of the contract, all medical records will become the property of Luna County Detention Center. All medical records will be available for review by administrative staff of Luna County Detention Center at any time. Inmate medical records shall be maintained separately from the correctional file, and the confidentiality and security of medical records shall be always maintained, under applicable State and Federal statutes and regulations, and under local court rules. The Contractor shall comply with the State's statute regarding retention of health records.
18. The Contractor shall complete a health status form for all inmates transferred to other correctional facilities from Luna County Detention Center.
19. A compilation of health care policies and procedures are reviewed at least annually by the Contractor. Documentation of the policy review includes signatures of the Contractor and the date of the review. The Contractor meets annually with the County's Contract Administrator to review and, if necessary, make any site-specific changes to policy and procedures. This effort results in facility-approved directives tailored to the vision, objectives, and strategy of the facility regarding provision of medical and behavioral health care for inmate-patients. The County's Contract Administrator or designee inspects and reviews operations and programs at least annually to evaluate compliance with policies and procedures. A report describing findings, and corrective plans is submitted. Contractor shall maintain a compilation of site-

specific policies and procedures that will adhere to and reference all NCCHC standards and NMAC, as well as all State and Federal laws, rules, and regulations. All policies and nursing protocols whether electronic or hard copy shall be the property of Contractor and shall remain the property of Contractor after the term or termination of this Agreement. Any proprietary intellectual property of Contractor shall be made available to the County but shall remain the sole property of Contractor. Contractor agrees to utilize PowerDMS as the electronic document management system for the dissemination of operational policies and procedures. Contractor will provide free access for County to view Contractor's policy and procedures within the PowerDMS platform.

- A. Contractor's policy and procedures, literature, and nursing protocols guide and inform the practice of care but do not create the standard of care. Standard of care is the level and type of care that is deemed reasonable based upon the clinical situation under all the relevant surrounding circumstances recognized as acceptable and appropriate by reasonably prudent healthcare providers in similar fields.
- 20. Contractor shall establish a comprehensive quality control and improvement program documented within the written Contractor's policies and procedures.
 - 21. Contractor shall provide training for all County employees who either work at or interact with the Luna County Detention Center so that their work effectively contributes to providing inmates, staff, and emergency care for visitors the level of care required by this Contract. Any instructional materials, whether electronic or hard copy, used in connection with such training shall be the sole property of Contractor and shall remain the sole property of Contractor after the term or termination of this Contract.
 - 22. All employees and independent contractors (including employees of independent contractors) of Contractor shall be subject to a security and background check as determined by County before they commence work at the Luna County Detention Center. Such security and background testing may include both pre-employment and ongoing drug testing if required by either Contractor or County. If such security or background testing, including pre-employment or ongoing drug testing, shall produce results unacceptable to County, in its sole discretion, County may prohibit the individual access to the Luna County Facility and if it does so, shall notify Contractor in writing.
 - 23. All employees and independent contractors (including employees of independent contractors) of Contractor shall comply with all County policies and procedures relating to the Luna County Detention Center, including but not limited to policies and procedures for access to the Luna County Detention Center.
 - 24. Contractor shall provide:
 - a. Luna County Detention Center Staffing Coverage Model as attached hereto.
 - b. Luna County Detention Center Cost Summary Model as attached hereto.

Luna County Detention Center Staffing Coverage Model

Luna County Detention Center									
Coverage and Staffing Plan- Based on 24/7 On-Site Coverage									
350 ADP									
Position	Scheduled Hours							Total Hours	FTEs
	SUN	MON	TUE	WED	THU	FRI	SAT		
Day Shift									
RN/Health Services Admin. (HSA)		8.00	8.00	8.00	8.00	8.00		40.00	1.00
Registered Nurse (RN)	12.00	12.00	12.00	12.00				48.00	1.20
Registered Nurse (RN)					12.00	12.00	12.00	36.00	0.90
EMT/CMA	12.00	24.00	24.00	12.00	12.00	12.00	12.00	108.00	2.70
Admin Assist/Medical Records		8.00	8.00	8.00	8.00	8.00		40.00	1.00
Mental Health Professional (MHP)		8.00	8.00	8.00	8.00	8.00		40.00	1.00
Evening/Night Shift									
Licensed Vocational Nurse (LVN)	12.00	12.00	12.00	12.00	12.00	12.00	12.00	84.00	2.10
EMT/CMA	12.00	12.00	12.00	12.00	12.00	12.00	12.00	84.00	2.10
Medical Health Providers									
Medical NP			8.00	8.00	8.00	8.00		32.00	0.80
Psych NP/PA				6.00				6.00	0.15
Total								518.00	12.95
Relief Factor- Covered Through Cost-Plus Model	6%							31.08	0.78
Overtime- Covered Through Cost-Plus Model	6%							31.08	0.78
Total with Relief Factor & Overtime								580.16	14.50

Luna County Detention Center Cost Summary Model – FIRST YEAR \$2,074,353.36

CorrHealth asserts that pages 7 and 8 meet the standards for exclusion of public disclosure based upon confidentiality and privilege under New Mexico Rules of Evidence 11-508 – Trade Secrets.

All parties agree that pages 7 and 8 shall remain confidential, proprietary, and excluded from public disclosure.

Redacted

Luna County Detention Center Cost Summary Model

Redacted

Indigent Hospital Claims Office

Chris A. Brice, County Manager

IHC Board Meeting May 11, 2023

Month	Number	Amount	Number	Denied
January	2	\$1,544.97	0	\$0.00
Feburary	5	\$20,133.68		
March	7	\$23,418.02		
April	5	\$12,293.87		
May	0	\$0.00		
June	0	\$0.00		
July	0	\$0.00		
August	0	\$0.00		
September	0	\$0.00		
October	0	\$0.00		
November	0	\$0.00		
December	0	\$0.00		
Total	19	\$57,390.54	0	\$0.00
This Month's Total	Mimbres Memorial Hospital			\$11,807.87
This Month's Total	Gila Regional Medical Center			\$0.00
This Month's Total	Memorial Medical Center			\$0.00
This Month's Total	Deming Fire Dept./EMS			\$0.00
This Month's Total	All Other Services			\$486.00
Total				\$12,293.87
Year to Date Total	Mimbres Memorial Hospital			\$42,374.54
Year to Date Total	All Other Hospitals			\$0.00
Year to Date Total	Deming Fire Dept./EMS			\$0.00
Year to Date Total	All Other Services			\$15,016.00
Total				\$57,390.54
Care of Prisoners This Month - Not including SNCP Funds				\$18,883.08
Care of Prisoners Year to Date Indigent - Not including SNCP Funds				\$471,161.41
Care of Prisoners Year to Date Inmate Prescriptions/OTC Meds				\$34,274.04
Care of Prisoners Year to Date Dr. Bills				\$18,760.16
Total Cost of Care of Prisoners Year to Date				\$524,195.61
Monies Received - April 2023				\$85,597.88
Balance in IHC Fund as of April 30, 2023				\$1,928,292.50
Encumbrances as of April 30, 2023				\$495,144.69
		Date	Amount Approved	Amount Denied
	Signatures	5/11/2023	\$12,293.87	
Ray J. Trejo				
Colette M. Chandler				
John S. Sweetser				

IHC Board Meeting

May 11, 2023

[illegible]