



**TORRANCE COUNTY**  
**COMMISSION MEETING**  
**JULY 10, 2019**  
**9:00 A.M.**

**For Public View**  
**Do Not Remove**



***Torrance County***  
BOARD OF COUNTY COMMISSIONERS (BCC)  
**Ryan Schwebach, Chair**  
**Kevin McCall, District 1**  
**Javier Sanchez, District 3**

**Wayne Johnson, County Manager**

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**ADMINISTRATIVE MEETING  
AGENDA**

**WEDNESDAY, July 10, 2019 @ 9:00 AM**

- 1. Call to Order**
- 2. Invocation and Pledge of Allegiance**
- 3. Changes to the Agenda**
- 4. PROCLAMATIONS**
- 5. CERTIFICATES AND AWARDS**
- 6. BOARD AND COMMITTEE APPOINTMENTS**
  - A. MANAGER:** Advertise vacant position for EVSWA for Districts 1 and 2
  - B. PLANNING & ZONING:** Selection of P&Z Commission Members for District 1 and District 2.
- 7. PUBLIC COMMENT and COMMUNICATIONS**
- 8. APPROVAL OF MINUTES**
  - A. COMMISSION:** Motion to approve the June 26, 2019 Torrance County Board of County Commission Minutes.
- 9. APPROVAL OF CONSENT AGENDA (Motion to Approve Consent Agenda)**
  - A. FINANCE:** Approval of Payables.
  - B. PURCHASING/CLERK:** Approval to pay unauthorized invoice.
- 10. ADOPTION OF ORDINANCE/AMENDMENT TO COUNTY CODE**

**A. MANAGER:** Motion to Approve Publication of the Torrance County Code of Conduct.

**11. ADOPTION OF RESOLUTION**

**A. CLERK:** Designation of polling places for local election, Resolution No. 2019- \_\_\_\_\_

**12. APPROVALS**

- A. COMMISSION:** NMFA Grant Application. (Commissioner Sanchez)  
Deferred from 6/12 & 6/26
- B. COMMISSION:** USDA Community Facilities Grant Program application.  
Deferred from 6/12 & 6/26
- C. COMMISSION:** Road Improvements for Mountainair. (Commissioner Sanchez)  
Deferred from 6/12 & 6/26
- D. MANAGER/GRANT COORDINATOR:** Approval for RPHCA Grant.
- E. EMERGENCY MANAGER:** Approval of Cities Readiness Initiative (CRI) Grant.
- F. DOMESTIC VIOLENCE:** Approval of Domestic Violence Grant contract.
- G. COMMISSION:** Discussion & possible action of Punta de Agua Multi-purpose Center, 19-B3238. (Commissioner Sanchez)
- H. COMMISSION:** Discussion & possible action on road improvements.  
(Commissioner Sanchez)
- I. COMMISSION:** Discussion & action on funding the Estancia Valley Heritage Center/Complex. (Commissioner Sanchez)

**13. DISCUSSION**

**A. COMMISSION:** Discussion on Hemp Policy (Commissioner Sanchez)

**14. EXECUTIVE SESSION**

**15. Announcement of the next Board of County Commissioners Meeting:**  
July 24<sup>th</sup>, 2019 9:00 AM in the Torrance County Commission Chambers

**16. Signing of Official Documents**



*Agenda Item  
No. 1*





*Agenda Item  
No. 2*



*Agenda Item  
No. 3*



*Agenda Item*

*No. 4*



*Agenda Item  
No. 5*





*Agenda Item  
No. 6-A*



*Agenda Item  
No. 6-B*

**Torrance County**  
Planning & Zoning

JUN 05 2019

Received by SG  
Time: 5:04 PM

Max Cabber  
48 W Ice Plant Rd  
Estancia, NM 87016  
(505) 384-0066  
Longhorns10@msn.com

Steve Guetschow  
Director  
Torrance County Planning & Zoning  
P O Box 48  
Estancia, NM 87016

Dear Mr. Guetschow:

I am writing to advise you and the County Commissioners that I am very interested in retaining my position on the Torrance County Planning & Zoning Board for another term. I have the time to attend meetings and with my past experiences on the board I have a good knowledge of the county ordinances.

I have lived in the county for 23 years and am still a licensed General Contractor in the state of New Mexico. I still design residential homes as well as many non-residential projects and I have a very good understanding of the IRBC and NM CID statewide.

I am glad to give back to Torrance County by being part of the process.

Sincerely,

  
Max Cabber

June 25, 2019

Torrance County Manager Wayne Johnson  
Torrance County Commissioners:  
Chairman: Ryan Schwebach  
Commissioner: Kevin McCall  
Commissioner: Javier Sanchez



RE: Letter of intent to sit on the Torrance County Planning & Zoning Board

Commissioner's and Mr. County Manager,

I would like to submit my letter of intent to sit as a representative on the Torrance County Planning & Zoning Board. I reside in Dist. 1 in Torrance County. I have previous experience sitting on this Board serving before I served as Torrance County Commissioner. During the time I served on this Board we made several decisions that effected Torrance County in a positive way. Torrance County is beginning to see growth again, with my previous experience and dedication to Torrance County, I feel I can be an asset to this Board. We need to make positive, careful, and thoughtful decisions for the residents of our communities.

I would appreciate your consideration to be appointed to serve on the Torrance County Planning & Zoning Board.

Respectfully,

James Frost



Torrance County

7/1/19

P. O. Box 48

Estancia, N.M. 87016

Letter of Interest to fill vacancy on the Planning and Zoning Board

Dear Torrance County Commissioners and Planning & Zoning Office:

I am a long-term resident of District 2 in Torrance County and currently own property in all three districts of the County. I am a formerly licensed real estate associate, and have recently trained in real estate law at Santa Fe Community College. I am currently retired and not a member of any boards. If selected, I would have the time to fully devote to the requirements of this position.

With best regards,

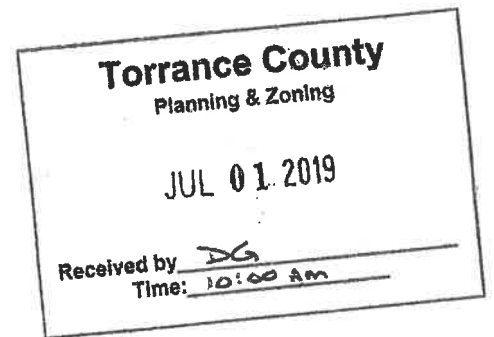
*Art DuCharme*

Art DuCharme

P.O. Box 3795,

Moriarty, N.M. 87035

(505-876-7303)





*Agenda Item*  
*No. 7*



*Agenda Item  
No. 8-A*

**FINAL COPY  
TORRANCE COUNTY BOARD OF COMMISSIONERS  
COMMISSION MEETING  
JUNE 26<sup>th</sup>, 2019**

**COMMISSIONERS PRESENT:** RYAN SCHWEBACH -CHAIRMAN  
KEVIN MCCALL –DISTRICT 1  
JAVIER SANCHEZ –DISTRICT 3

**OTHERS PRESENT:** WAYNE JOHNSON-COUNTY MANAGER  
JOHN BUTRICK-COUNTY ATTORNEY  
BELINDA GARLAND-DEPUTY COUNTY MANAGER  
LINDA JARAMILLO-CLERK  
YVONNE OTERO-ADMIN. ASST.

**1.) CALL MEETING TO ORDER**

Chairman Schwebach calls the June 26<sup>th</sup>, 2019 Commission Meeting to order at 9:02 A.M.

**2.) PLEDGE AND INVOCATION**

**Pledge and Invocation lead by Chairman Schwebach**

**3.) CHANGES TO THE AGENDA**

Wayne Johnson states that there are few changes to the agenda. Agenda Item 13-F needs to be withdrawn from the agenda. Items 13-H & I also need to be withdrawn as the County Manager has the authority to handle these contracts since the amount is under \$4,000.00. Item 11-B will be deferred until the first meeting in July at the request of the County Clerk.

Mr., Johnson also states that there is going to be a floor substitute on the Personnel Ordinance. There were some technical changes, word changes, and capitalization changes. The Commission will be presented with both copies so that they can see the changes.

Chairman Schwebach asks for a motion to approve to amend the June 26<sup>th</sup>, 2019 meeting agenda. **ACTION TAKEN:** Commissioner McCall makes a motion to approve to amend the June 26<sup>th</sup>, 2019 meeting agenda. Commissioner Sanchez seconds the motion. No further discussion, all Commissioners in favor. **MOTION CARRIED**

**4.) PROCLAMATIONS**

There were none presented.

**5.) CERTIFICATES and AWARDS**

There were none presented.

## 6.) BOARD AND COMMITTEE APPOINTMENTS

**A. MANAGER:** Advertise vacant position for the EVSWA.

**Belinda Garland** states that there is currently a vacant position on the EVSWA board. She is asking for advisement from the Commission if they would like to advertise for the position or leave it vacant. If the position is left vacant it will cause a problem because there is an even number of people on the board at the moment, should there be a tie on a vote there would not be the odd number person to break the tie.

**Wayne Johnson** states that, per the new rules, the seats require a representative from each district. The current positions are held by people from district 3. District 1 & 2 will have the option to choose who they want to sit on the board. If the Commission wishes to advertise for the position we will only be appointing a person from District 1 or 2.

**Commissioner McCall** asks if the advertisement should state that the representatives should come from District 1 or 2.

**Belinda Garland** states that you can advertise for the position and mention that the individual must be from district 1 or 2 and then choose which one to place on the board.

**Chairman Schwebach** states that he is good with that, no motion needed the instructions have been given to the Manager's office.

## 7.) PUBLIC COMMENT and COMMUNICATIONS

There was no public comment or communications

## 8.) APPROVAL OF MINUTES

**A.) COMMISSION:** Motion to approve the June 12<sup>th</sup>, 2019 Torrance County Board of County Commission Minutes.

**Chairman Schwebach** asks for a motion to approve the June 12<sup>th</sup>, 2019 Torrance County Board of County Commission Minutes. **ACTION TAKEN:** **Commissioner McCall** makes a motion to approve the June 12<sup>th</sup>, 2019 Torrance County Board of County Commission Minutes. **Chairman Schwebach** seconds the motion. No discussion, all Commissioners in favor. **MOTION CARRIED.**

## 9.) APPROVAL OF CONSENT AGENDA

**B.) FINANCE:** Line Item Transfers, Resolution No. 2019-35

**Jeremy Oliver** states that he is requesting approval for Resolution No. 2019-35. These are line item transfers within the same fund. Resolution hereto attached. Mr. Oliver states that a line item was missed and he has provided a copy of the line item that needs to be added.

**ACTION TAKEN:** Chairman Schwebach makes a motion to approve Resolution No. 2019-35, Line Item Transfers. Commissioner McCall seconds the motion. No discussion, all Commissioners in favor. **MOTION CARRIED**

## **10.) ADOPTION OF ORDINANCE/AMENDMENT TO COUNTY CODE**

**A.) MANAGER:** Motion to adopt the Torrance County Personnel Ordinance 2019-03 (Conduct a Public Hearing)

Wayne Johnson states that this is something that has been in the works for a while. This was one of the audit findings in the 2018 audit. The Personnel Ordinance had not be modified since 2001 and we noticed that it had some deficiencies. Mr. Johnson would like to thank Ms. Oliver for doing a lot of the work on this. Mr. Johnson came in and reviewed the policy as well as did Ms. Garland. What the Commission has before them is the final version. The night before Mr. Johnson and Mr. Butrick worked on some clean up issues. They have provided the Commission with a floor substitute to the one that was posted on the website. Everything that is in the floor substitute is pretty much the same with the exception of the language clean up, capitalization, others errors, and better citation. One of the issues was how you cite the NM State Statute, a more technical issue, things of that nature. There were no major policy changes.

This ordinance will affect all county employees. This ordinance defines the County Manager position, Deputy County Manager position, and the Fire Chief. These are all positions that the Commission chooses. There are some processes in the ordinance for hiring a fire chief. It makes it an exempt position. Currently the fire chief is a classified position. In order to be in a position where we limit liability by not changing the status of a current position we have added in a grandfather clause. When the position becomes vacant it will revert back to an exempt position. This will work the same for the County Manager and the Deputy County Manager positions. Mr. Johnson believes that these high level management positions should be exempt because they serve at the pleasure of the Commission. The Deputy County Manager will serve at the pleasure of the Manager, but the hire would be with the concurrence of the Commission. This would be part of this ordinance. The ordinance will take effect now. The reason we are doing this so quickly is because we have been working on this all year and Mr. Johnson wanted this completed by the end of the fiscal year. We want to show that this has been a resolved audit finding from our 2019 audit.

This is a basic overview of what has gone on and Ms. Oliver will come up and speak on the process and some of the changes.

Chairman Schwebach states that to be clear, the packets that we were given, the ones with the red content, are the revised versions, correct?

Wayne Johnson states that both are the revised versions. One shows the changes made from the version that is on the website and one is the final version, unless the Commission should make an amendment during this process.

Kristin Oliver states that she will be going over some of the major changes made to the policy. Most of the changes were made to leave and holidays. The personal day that the

employees receive has been removed. It was removed because it is hard to track with the new time keeping systems. It was counteracted by changing the accrual that the employees receive so that they will not lose that time.

The donated time policy was also changed. It was changed to better follow the state statute on donated time. The employee will no longer be able to donate hour per hour, it will now be dollar for dollar. If an employee donates 10 hours and they make \$10.00 per hour the donation would be \$100.00 and not the 10 hours.

**Wayne Johnson** states that one of the other major changes that was made was to the disciplinary process. As employers we have a responsibility to provide due process for our employees in the grievance procedure. The previous way this was done was by creating a board of 3 individuals from surrounding areas that are appointed by the County Manager. Mr. Johnson felt that had some inherent problems should we have to go to court on a situation. No matter how good that board is they were still appointed by the County Manager. The system was changed and is mirrored to the one that Bernalillo County uses. It is a hearing officer system. We will go out to bid for hearing officers, obtain the services of 5 of them, and the county and the employee will strike through the ones they don't want ending up with 1 hearing officer. This hearing officer will conduct all of the hearings and make all of the decisions. To the extent possible we have removed the county from any selection process. This is one of the major changes and will make the process fairer to all involved.

**Kristin Oliver** states they added in a time rounding for the time keeping system. With everyone clocking in and out and to compensate for all the overtime the employees are getting by clocking in 15 to 20 minutes early, a rounding system will now be implemented. This will clock in the person at the time they are supposed to clock in should they clock in early.

A cap has also been put in place for comp time. Currently there is no cap on comp time, there are a few employees that have over 300 hours in comp time and that is a liability to the county. The cap is now set at 160 hours, anything over that will be paid as overtime.

In the miscellaneous section there were 2 new items added and those are the Media Relation Policy and a Social Media Policy.

**Belinda Garland** states that we have upped the annual leave that can be carried over into the new year from 100 hours to 160 hours. Since a cap has been placed on the comp time, this will allow the employee to have more carry over leave.

Ms. Garland states that we are now in compliance with our personnel policy with family medical leave laws. This was never in any part of the personnel policy. When she arrived this was not being adhered to or tracked. It is now on the time keeping system and being tracked like it needs to be.

Ms. Garland would like to thank Ms. Oliver, she did a great job on the personnel policy and also to Mr. Johnson and Mr. Butrick. We have also addressed personal phone usage.

**Wayne Johnson** states that we are going to be covered under the Governmental Conduct Act. We are currently working on a Code of Conduct for the county. It is complete but was not ready to go when this ordinance was published. It will be presented to the Commission in July so that we will have a Code of Conduct in the county. This is an important change because we need to be clear on what we expect from our employees on a work performance and a conduct standpoint and how they relate to other employees in the county. This will be brought in as an amendment to this ordinance. It will be a standalone ordinance.

Some of the issues that were covered in the personnel policy will now be covered in the Code of Conduct. These include nepotism, prohibited political activity, and conflicts of interest are more thoroughly covered in the Code of Conduct. When this passes we will be relying on state statute moving forward.

**Kristin Oliver** states that she needed to mention that Exit interviews have been added to the policy. The county has never done them before. Doing these will help her to get a better idea on turnover and if there is anything that needs to be addressed in certain departments.

**Chairman Schwebach** states that we will now move onto public comment and if there is anyone that would like to speak on this they may do so at this time.

**Commissioner McCall** would like to thank those involved in doing this. The Commission challenged the Manager to work on all the policies and procedures and he has made great strides. The Commission now has policies and procedures for them to follow and will make the Commission more efficient. Thank you to all who have worked on this.

**ACTION TAKEN: Chairman Schwebach makes a motion to approve to adopt the Torrance County Personnel Ordinance 2019-03. Commissioner Sanchez seconds the motion. No further discussion, all Commissioners in favor. MOTION CARRIED**

## **11.) ADOPTION OF RESOLUTION**

**A.) FINANCE:** Budget Increase, Resolution No. 2019-36

**Jeremy Oliver** states that this budget increase was approved in last year's budget, but the numbers did not roll over into the LGBMS systems. The numbers showed that we were short \$3,000 in the USDA Critter Control salary. Mr. Oliver is requesting the approval of this resolution to correct the numbers that were previously approved.

**ACTION TAKEN: Chairman Schwebach makes a motion to approve Resolution No. 2019-36 Budget Increase. Commissioner McCall seconds the motion. No further discussion, all Commissioners in favor. MOTION CARRIED**

**C.) FINANCE:** Corrections to LGBMS, Resolution No. 2019-37

**Belinda Garland** states they are continuing to make corrections in the LGBMS systems. She is asking for approval to make transfers to correct cash balances, expenditures, and revenues in LGBMS. Let it be noted that this does not affect the available operating funds within the



Torrance County Financial System. Ms. Garland goes over the numbers to items that are being corrected. Resolution and items corrected hereto attached.

Ms. Garland states that more corrections will be presented. We are going to balance the 4<sup>th</sup> quarter and will be adopted by resolution in July. With that resolution there will be more corrections. After the 4<sup>th</sup> quarter is balanced that will tell us where the remaining corrections need to be made. Ms. Garland explains the reasoning for the corrections.

**Commissioner McCall** states that he assumes we are not the only agency that has had to make these types of adjustments, correct? Is it the software that this is being entered into so that they can keep an eye on it or what is it?

**Belinda Garland** it was more of a difficulty understanding the crosswalk. The crosswalk is how we code it into Triadic the crossing it over into the LGBMS. The cross walk is about 500 pages, and instead of making it dollar for dollar you have to sift through this huge pamphlet to see where the funds fit in and with having very little training it is difficult to get it done correctly. If we can get all these corrections done and they roll into FY20 correctly we should be in good shape.

**Chairman Schwebach** asks were the capital outlay funds for the radio tower are located within the agenda.

**Belinda Garland** states that it was located in the line item transfers.

**ACTION TAKEN:** **Chairman Schwebach** makes a motion to approve Resolution 2019-37, Corrections to LGBMS. **Commissioner McCall** seconds the motion. No further discussion, all Commissioners in favor. **MOTION CARRIED**

**D.) FINANCE:** Torrance County Purchasing and Procurement Policy Resolution No. 2019-38

**Wayne Johnson** states that there was some miscommunication with regards to this item. Items 11 D & E are the same item. One is the declaration page for the purchasing policy and the other is the purchasing policy itself. When he drafted the declaration he did not name it purchasing, he named it procurement, and that was where the confusion came when the agenda was created.

**Chairman Schwebach** asks if there were changes in what we were presented versus what was advertised.

**Jeremy Oliver** replies, yes there was. Mr. Oliver states that there were two small amendments made. They added an electronic receiving version for invoices that is located in 2.4.

**Wayne Johnson** asks Mr. Oliver to read that change into the record.

**Jeremy Oliver** reads “or electronically to [invoices@tcnm.us](mailto:invoices@tcnm.us). This comes after the mailing address in that paragraph.

Noah Sedillo states that the reason this was added in was to streamline all the invoices and receive them in a central location. There are several PO Boxes for the county and sometimes a bill gets missed and doesn't get paid. We can streamline this to a central location and then distribute the invoices to the proper departments via email

Jeremy Oliver states that the other amendment was to 3.2 C Other Emergent Procurement. These procurements are defined as an unanticipated procurement necessary to fulfill the mission of the county. These purchase orders may be issued by the Chief Procurement Office, County Manager, or designee in situations where standard procurement procedures are otherwise unavailable. Purchase orders issued under this provision shall not exceed \$1,500.00 unless the County Manager or designee and the Chief Procurement Office or designee are in concurrence.

Wayne Johnson states that this issue came up over the weekend where there was a domestic violence incident and the PO for them was closed out for the end of the year. An emergency PO had to be issued to provide a hotel for the victim. We have a process in place but didn't have underlying authority from the Commission to do this. This will help to solve the problem.

Jeremy Oliver states that the following page gives a breakdown of the overall changes made to the purchasing policy. Section 1.4 defines who may initiate the purchase order by a department head or elected official. They will sign off who is allowed to initiate the purchase orders.

Section 2.4 states that all invoices will go through the finance department and streamline the process and insure payment of all invoices. The next section outlines how to fill out a receiving and accounts payable report. 2.4 B outlines timelines set forth to when the department receives the invoice, when it is given to the department, and when it is returned to finance for payment. We added 3.2 C which we just went over and also added in section 4.1 which are the procedures for receiving capital assets.

The procedures we set forth are a major change. The chief procurement officer and the operations manager will be the people that will receive the capital assets. This will insure they get recorded correctly into the system properly.

Wayne Johnson states that we have had some issues with vehicles and equipment delivered to certain departments without having the proper paperwork. There are vehicles in the road that do not have the proper documentation. This portion will fix this issue.

**ACTION TAKEN: Chairman Schwebach asks for a motion to approve Resolution 2019-38. Commissioner Sanchez seconds the motion. No further discussion, all Commissioners in favor. MOTION CARRIED**

**12.) EXECUTIVE SESSION:**

**A.) MANAGER: Limited Personnel Matters Deputy County Manager Contract**  
(Closed pursuant to NMSA 1978 10-15-1 H(2))

**B.) MANAGER: La Joya Wind Project**  
(Closed pursuant to NMSA 1978 10-15-1 H(8))

Commissioner Schwebach asks for a motion to enter into Executive Session. **ACTION TAKEN: Chairman Schwebach** makes a motion to enter into Executive Session. Commissioner McCall seconds the motion. All Commissioners in Favor, roll call vote, District 1-Yes, District 2-Yes, and District 3-Yes. **MOTION CARRIED**

**EXECUTIVE SESSION BEGAN AT 9:42 A.M.**

Commissioner Schwebach asks for a motion to return from Executive Session. **ACTION TAKEN: Chairman Schwebach** makes a motion to enter into Executive Session. Commissioner McCall seconds the motion. All Commissioners in Favor, roll call vote, District 1-Yes, District 2-Yes, and District 3-Yes. **MOTION CARRIED**

**RETURN FROM EXECUTIVE SESSION AT 10:56 A.M.**

Chairman Schwebach states that the items discussed in Executive Session were limited personnel matters for the Deputy County Manager Contract and the La Joya Wind Project. (Closed pursuant to NMSA 1978 10-15-1 H(2)) & NMSA 1978 10-15-1 H(8))

**13.) APPROVALS**

**A.) MANAGER: CONCURRENCE Deputy County Manager Contract**

**ACTION TAKEN: Chairman Schwebach** makes a motion to authorize the County Manager to move forward with the contract discussed in executive session to hire Belinda Garland as the Deputy County Manager. Commissioner McCall seconds the motion. Chairman Schwebach ask if there is any further discussion. Commissioner Sanchez states that he will abstain from voting on this item. Commissioner Sanchez does not agree with the process. He feels that they should have taken another route that involves equality, transparency, and fairness. A proper process would have been advertising for the position, reviewing all applications, and doing interviews for those that meet the minimum qualifications for the position. Therefore Commissioner Sanchez abstains from voting. No further discussion, 2 Commissioners in favor, 1 abstained. **MOTION CARRIED**

**B.) MANAGER: Approval of Grant Program Management Policies and Procedures.**

Cheryl Allen states that the Grant Program Management Policies and Procedures have been updated. She would like to thank the grant committee and John Butrick for helping prepare this document. Since Ms. Allen is new as the grant coordinator she wanted to expand the policies that the county had. They wanted to include the application process and the management of the grants. They want to have process in place for routine monitoring and oversight of grant funded programs and make sure they are in compliance with the terms and conditions with the grants the county receives. The general highlights included giving specific responsibilities to

the grant coordinator, finance, & treasurer. They also expanded the audit process and added in the application and renewal process.

Wayne Johnson states that this item will need a resolution number.

**ACTION TAKEN:** Chairman Schwebach makes a motion to approve the Grant Program Management Policies and Procedures Resolution No. 2019-39. Commissioner McCall seconds the motion and thanks Ms. Allen for getting this done. Wayne Johnson thanks Ms. Allen for getting this done, she worked really hard on it. No discussion, all Commissioners in favor. **MOTION CARRIED**

**C. COMMISSION:** NMFA Grant Application

Commissioner Sanchez states that he is not sure if the Commission had anything to discuss on this item, if they don't this item can be deferred.

Commissioner McCall would like to know if this includes the northern study.

Wayne Johnson states that they are moving forward on the northern and southern study. There is some urgency on the study by Commissioner Sanchez and is wanting it to be completed as soon as possible. Mr. Johnson states that he has been told that Moriarty does not want to be part of the northern study. He has not had a chance to speak with Mayor Hart on this issue.

**ACTION TAKEN:** Commissioner Sanchez makes a motion to defer agenda items 13 c, d, & e. Chairman Schwebach seconds the motion. Items c, d, & e will be deferred until the next Commission meeting. No further discussion, all Commissioners in favor. **MOTION CARRIED**

**D.) COMMISSION:** USDA Community Facilities Grant Program application

Item deferred until first Commission meeting In July.

**E.) COMMISSION:** Road Improvements for Mountainair

Item deferred until first Commission meeting in July.

**G.) DWI:** Approval of Profession Services Agreements

**1.)** Motion to approve FY2020-DWI-01 between Torrance County and Adrian Ortiz for Teen Court Coordinator.

Tracey Master states that the Commission has before them the Professional Services agreement FY2020-DWI-01 between Torrance County and Adrian Ortiz for Teen Court Coordinator. Ms. Master hands out a change to the document that needed to be made before it is approved. Ms. Master states that if the Commission will view the 3<sup>rd</sup> page of the document under compensation it reads, "for performing the services specified in section 1 of contract, the county agrees to pay the Contractor on a monthly basis the sum of \$22.00 p/h, inclusive of all

salary, supplies, mileage/per-diem, telephone allowance, and administrative costs, plus applicable NMGRT's. The new copy changes that to state that the GRT's are included and not additional. Contract hereto attached.

**ACTION TAKEN:** Chairman Schwebach makes a motion to approve the FY2020-DWI-01 Professional Services Agreement between Torrance County and Adrian Ortiz for Teen Court Coordinator as amended. Commissioner Sanchez seconds the motion. No discussion, all Commissioners in favor. **MOTION CARRIED**

2.) Motion to approve FY2020-DWI-02 between Torrance County and John Steiner for DWI Program Evaluator.

Tracey Master states that the Commission has before them the Professional Services Agreement FY2020-DWI-02 between Torrance County and John Steiner for DWI Program Evaluator. Ms. Master hands out a change to the document and states that the GRT's again are included and not additional. Contract hereto attached.

**ACTION TAKEN:** Chairman Schwebach makes a motion to approve FY2020-DWI-02 between Torrance County and John Steiner for DWI Program Evaluator as amended. Commissioner McCall seconds the motion. No further discussion, all Commissioners in favor. **MOTION CARRIED**

3.) Motion to approve FY2020-DWI-03 between Torrance County and Luke Arnold.

Tracey Master states that the Commission has before them the FY2020-DWI-03 Professional Services Agreement between Torrance County and Luke Arnold Treatment Services. Again Ms. Master hands out a change to state that the GRT's are included and not additional. Contract hereto attached.

**ACTION TAKEN:** Commissioner McCall makes a motion to approve the FY2020-DWI-03 Professional Services Agreement between Torrance County and Luke Arnold Treatment Services as amended. Commissioner Sanchez seconds the motion. No discussion, all Commissioners in favor. **MOTION CARRIED**

**J.) ANIMAL SERVICES:** Motion to approve renewal contract with Western Trails Veterinary Hospital for services provided.

Cindi Sullivan states that she would like to let the Commission and the new attorney know that this contract in the amount of \$20,000.00, is a wash. This contract is paid for by fees that come in from customers. In order for this to be legal it has to be written into the contract.

There is discussion between Commissioner McCall and Ms. Sullivan regarding services for an animal that is injured and what steps are taken as far as treatment of the animal before the animal is euthanized.

**ACTION TAKEN:** Chairman Schwebach makes a motion to approve renewal contract with Western Trails Veterinary Hospital for services provided. Commissioner McCall seconds the motion. No discussion, all Commissioners in favor. **MOTION CARRIED**

#### **14.) DISCUSSION**

**A.) ANIMAL SERVICES:** Discussion of funding received from Animal Care Fund from Board of Veterinary Medicine for Spay/Neuter Program.

Cindi Sullivan states that this has been a long time coming. The New Mexico Department of Veterinary Medicine took over the Animal Sheltering Services Board in January. With the previous board they could not get any momentum on getting this money disbursed. This is not grant money, this is money that comes from spay & neuter license plates and private donors. Cheryl Allen has helped a lot with this and it is decided that Ms. Allen will be the facilitator for this. It has not been decided on what program the funds will be used for. It is only \$2,123.00 that we are being given for the sterilization of animals.

**B.) MANAGER/FINANCE:** Results of Workers Compensation Audit

Belinda Garland states that she would like to brag about the Finance Office. Every year there is a payroll audit that is handled by a private audit firm. This year when the audit was completed the firm did not find any deficiencies in our audit process. She is proud of them for all their hard work. Ms. Garland states that when she first arrived at the county there were a lot of findings, so for them not to have any findings it is a great accomplishment.

Ms. Garland also states that the money Ms. Sullivan was talking about was not in the budget so this will be bought before the Commission for a budget increase.

**C.) MANAGER:** Bethel Storehouse Annual Report

Linda Smith, Executive Director for the Bethel Storehouse, states that they are a non-profit, interfaith community mission of 14 churches. They are getting ready to celebrate their 32<sup>nd</sup> year, and serve the entire valley. She brings before the Commissioner their annual report.

Ms. Smith states that Bethel is basically an economic gauge for the community. She reads a story from a community member that praises Bethel for all of their help during his time of need.

Last year Bethel served over 22,000 people with 77% of those coming from Torrance County. Torrance County ranks 6<sup>th</sup> in the state for food and security, for many years we were number 1 but have dropped to #6. Ms. Smith explains the map in the report to show the large area that Bethel services. They get a lot of referrals from the Human Services Department and other agencies in the area. Moriarty served 1,750 clients, which are 1 time visits. Clients come back on average of 4.6 times in a year but are welcome to return once a month if they need to.

Bethel is also in charge of the traveler's aide for the county so they work closely with the police department. If help is needed during Bethel's operating hours they will help the traveler

but if it is after operating hours dispatch will take over and help them with what they need and Bethel pays the bill.

14% of the clients are senior citizens and on average they see 348 seniors per month. 7% of the clients are disabled and 1% are transients just passing through. In the back of the report Ms. Smith has included a brochure with a list of the current board members and an invite to Bethels birthday party on July 6<sup>th</sup>. She invites the Commission to come and visit the storehouse to show them what goes on behind the scenes.

Ms. Smith states that most of the food comes from the Roadrunner Food Bank. Bethel also does food rescue through Wal-Mart, Smith's, and Moriarty Foods. The goal is to get good fresh food to the people. Bethel also offers specialty food boxes for diabetics, vegetarians, and those that need low sodium.

Ms. Smith states that they are an economic gauge for the area because it shows that there are low income people here. She is thrilled to see that there are jobs coming to the area. She is happy to be here and appreciates the opportunity to present the annual report to the Commission.

**Commissioner McCall** would like to thank Ms. Smith for all they do for Torrance County and the Community.

#### **15.) Announcement of the next Board of County Commissioners Meeting**

**Chairman Schwebach** states that the next meeting will be held July 10<sup>th</sup>, 2019.

#### **\*ADJOURN**

**Chairman Schwebach** asks for a motion to adjourn the June 26<sup>th</sup>, 2019 Commission Meeting. **ACTION TAKEN: Commissioner McCall** makes a motion to adjourn the May 26<sup>th</sup>, 2019 Commission Meeting. **Commissioner Sanchez** seconds the motion. No further discussion, all Commissioners in favor. **MOTION CARRIED**

**MEETING ADJOURNED AT 11:26 AM**

\_\_\_\_\_  
Chairman Ryan Schwebach

\_\_\_\_\_  
Yvonne Otero-Administrative Assistant

\_\_\_\_\_  
Date

*The video of this meeting can be viewed in its entirety on the Torrance County NM website, Audio discs of this meeting can be purchased in the Torrance County Clerk's office and the audio of this meeting will be aired on our local radio station KXNM.*





*Agenda Item*  
*No. 9-A*

Date: 7/03/19 9:35:34 (CHEC61)

C E R T I F I C A T I O N

TOTAL CHECKS PRINTED 173

THE UNDERSIGNED MEMBERS OF THE TORRANCE COUNTY BOARD OF COMMISSIONERS DO CERTIFY THAT THE CLAIMS ENUMERATED ABOVE WERE APPR ALLOWED & DO AUTHORIZE THE WARRANTS AGAINST THE FUNDS OF TORRANCE COUNTY FOR THE SUM OF 495,699.62 ON ACCOUNT OF OBLIGATIONS CURRED FOR THE SERVICES AS SHOWN ABOVE FOR THE PERIOD ENDING 07/03/2019 . WE CERTIFY THAT THE WITHIN NAMED PERSONS ARE LEGALLY ENTITLED UNDER THE CONSTITUTION OF THE STATUTES OF NEW MEXICO TO RECEIVE THE COMPENSATION STATED HEREIN. THAT THE SERVICES HAVE PERFORMED AS STATED IN THE ACCOUNTS HEREIN, THAT THEY ARE NECESSARY AND PROPER, THAT THIS VOUCHER HAS BEEN EXAMINED, THAT THE AMOUNTS CLAIMED ARE JUST, REASONABLE, AND AS AGREED AND THAT NO PART HAS BEEN PAID BY TORRANCE COUNTY.

SIGNED

ATTEST BY

----- Kevin McCall	----- Javier Sanchez	----- Ryan Schwebach	----- Linda Jaramillo
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THE UNDERSIGNED COUNTY TREASURER DOES HEREBY CERTIFY THAT SUFFICIENT FUNDS EXIST FOR THESE ACCOUNTS PAYABLE CHECKS TO BE IS ON THIS DATE AND DOES HEREBY AUTHORIZE THE FINANCE DEPARTMENT TO PROCESS THESE CHECKS.

----- Tracy L. Sedillo	-----
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DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
08002	ALBUQUERQUE IMAGE PRODUCTS	BLACK AND WHITE COPIES COLOR	413-91-2221	5662019	06/24/2019		121.95
121.95		COPIES TAX INVOICE #IN33482					
/2019		ACCT #TC04					
=====							
'IRE ALLOTMENT	121.95						
08003	ALBUQUERQUE IMAGE PRODUCTS	BLACK AND WHITE COPIES COLOR	413-91-2221	6862019	06/24/2019		139.63
139.63		COPIES CONTRACT SET UP FEE TAX					
/2019		INVOICE #IN33387 ACCT #TC04					
=====							
'IRE ALLOTMENT	139.63						
08004	ALBUQUERQUE IMAGE PRODUCTS	CONTRACT OVERAGE CHARGE FOR	401-50-2203	7862019	06/24/2019		32.58
32.58		5/1/19-5/31/19 CONTRACT SET					
/2019		UP FEE TAX INVOICE #IN33344					
		ACCT #TC03					
=====							
SHERIFF	32.58						
08005	ALBUQUERQUE OFFICE SYSTEMS	96W 48H 3/4" D ALUMINUM FRAME	411-92-2248	262019	06/20/2019	33901	125.00
014.38		MARKERBOARD W/ TRAY				33901	
/2019		96W 48H 3/4" D ALUMINUM FRAME	604-83-2248		/ /	33901	100.00
		MARKERBOARD W/ TRAY					
		INVOICE #7630					
		WALL MOUNTED COUNTER FOR		1662019			
		BREAKROOM					
		WK SURF, SQ-EDGE, RECT LAM 24D	411-92-2248		/ /		98.00
		61W					
		WK SURF, SQ-EDGE, RECT LAM 24D	411-92-2248		/ /		196.00
		62W					
		WORKSTATION L-BRACKETS 12"X12"	411-92-2248		/ /		29.34
		WORKSTATION L-BRACKETS 18"X24"	411-92-2248		/ /		97.80
		TASK CHAIR W/ARMS	411-92-2248		/ /		954.00
		LABOR TO DELIVER & INSTALL PER	411-92-2248		/ /		384.00
		DRAWING					
		SALES TAX			/ /		30.24
		FIRE ADMIN INVOICE #7620					
=====							
RE EXCISE TAX	1914.38	COMMUNICATIONS/EMS TAX	100.00				
08006	AMBITIONS TECHNOLOGY GROUP LLC	PROCESSORS FOR ROAD DEPT. OFFICE	402-60-2219	9662019	06/24/2019	33877	2066.42
066.42		TAX				33877	
/2019		INVOICE #7745 ACCT #ROAD					
=====							
ROAD DEPARTMENT	2066.42						
08007	BINGHAM PLUMBING	FIND PROBLEM WITH GREASE TRAP AT	401-15-2215	1862019	06/20/2019	33893	205.08
005.08		ESTANCIA SENIOR CENTER				33893	
/2019		INVOICE #73209					
=====							
RATIVE OFFICES	205.08						
08008	BOUND TREE MEDICAL, LLC	ASSURE PRISM MULTI BLOOD GLUCOSE	415-33-2346	4762019	06/24/2019	33905	589.00
075.71		TEST STRIPS	415-33-2347		/ /	33905	589.00
/2019		CURAPLEX TRAUMA SHEARSK, 7.25IN,	415-33-2349		/ /	33905	237.71
		BLACK. SPUR II PEDIATRIC RESUSCI					
		TATORS W/ BAG RESEVOIR, INFANT					

ADULT, MASK SIZE 5 CURAPLEX  
SELECT BVM, CHILD, MASK SIZE 3

33905  
33905



DIST 6 VFD 05/01/2019 TO  
06/01/2019 ACCT #207079301

418-91-2208

3062019 06/20/2019

65.30

DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
	SHELTER	210.40 COUNTY FAIR	151.68 STATE FIRE ALLOTMENT	946.76			
108013	CENTRAL NM ELECTRIC COOP.	MONTHLY ELECTRIC BILLING	401-16-2208	3962019	06/24/2019		2865.05
2865.05		JUDICIAL COMPLEX ACCT#					
4/2019		8880179001					
	AL COMPLEX MAINT	2865.05					
108014	CENTRAL NM ELECTRIC COOP.	MONTHLY ELECTRIC CHARGES	405-91-2208	4162019	06/24/2019		258.06
352.75		05/01/2019 TO 06/01/2019					
4/2019		ACCT #8880411701/CARL CANNON RD					
		ACCT #19103200/85 GALLOWAY RD	405-91-2208	/	/		66.34
		ACCT #19103300/85 GALLOWAY RD	405-91-2208	/	/		28.35
		WELL DIST 5 VFD					
	FIRE ALLOTMENT	352.75					
108015	CENTRAL NM ELECTRIC COOP.	ELECTRIC BILL-DISPATCH	911-80-2208	8362019	06/24/2019		1116.44
1116.44		BUILDING -MAY					
1/2019		ACCT #8880581500					
	SPATCH CENTER	1116.44					
108016	CENTRAL NM ELECTRIC COOP.	205707901/MOUNTAINAIR SENIOR CENTER	401-05-2208	8862019	06/24/2019		543.72
1526.28		401421201/MORIARTY SENIOR CENTER	401-05-2208	/	/		622.29
1/2019		8880109702/ESTANCIA SENIOR CENTER	401-05-2208	/	/		360.27
	COMMISSION	1526.28					
08017	CENTRAL NM ELECTRIC COOP.	404273000/COURTHOUSE	401-15-2208	8962019	06/24/2019		2643.26
737.62		404273700/COURTHOUSE	401-15-2208	/	/		6.36
1/2019		404492801/HEALTH DEPT	401-24-2208	/	/		88.00
	TRATIVE OFFICES	2649.62	HEALTH DEPT BLDG MAINT	88.00			
08018	CHIEF SUPPLY	TYPE 3 MAGAZINE DD TRANSPORT	410-50-2222	7462019	06/24/2019		135.00
235.00		BOX					
1/2019		ESTIMATED SHIPPING	410-50-2222	/	/		100.00
		INVOICE #578835 ACCT #578835					
	SHERIFF	235.00					
08019	CINTAS CORPORATION NO. 2	FIRST AID KIT REFILL SERVICE	413-91-2248	1562019	06/20/2019		143.20
793.92		FIRE ADMIN					
1/2019		INVOICE #8404176418 ACCT #30009096					
		PRO NITRIL GLOVES SMALL	410-50-2222	8562019	06/24/2019		150.80
		PRO NITRIL GLOVES MEDIUM	410-50-2222	/	/		150.80
		PRO NITRIL GLOVES LARGE	410-50-2222	/	/		150.80
		PRO NITRIL GLOVES X-LARGE	410-50-2222	/	/		150.80
		SHIPPING	410-50-2222	/	/		47.52
		INVOICE #8404140287					





DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
871.97	TOWER						
4/2019	INVOICE #174478					33920	
	ACCT #2464732						
	DIAGNOSTIC TAX INVOICE #174321	401-50-2219		7962019	06/24/2019		26.97
	REFERENCE PO#33422						
845.00	COUNTY SHERIFF	26.97					
108021	DE LAGE LANDEN FINANCIAL SERVICE	TAX LATE FEE TAX	401-50-2218	7762019	06/24/2019		1130.10
1130.10	PREVIOUS BALANCE INVOICE #						
4/2019	63727970 ACCT #25551981						
1130.10	SHERIFF						
108022	DESERT SHADE TINT AND SHADES	10MM	411-92-2272	662019	06/20/2019	33906	1035.00
1116.51	INSTALLED					33906	
4/2019	TAX		411-92-2272	/	/	33906	81.51
1116.51	IRE EXCISE TAX						
1317.00	DT AUTOMOTIVE	TCSO VEHICLE MAINTENANCE		162019	/		
4/2019	TIRE FIXES, TIRE MOUNTS, OIL	CHANGES, WIPER FLUIDS, AND TCSO	401-50-2201	/	/	33783	1317.00
	UNIT NEEDS.					33783	
	MAY 2019.					33783	
	INVOICE #TCSO 33783					33783	
1317.00	SHERIFF						
140.00	DT AUTOMOTIVE	REMOVE & REPLACE FENDER SKIRT		1762019	/		
4/2019	LABOR & PARTS		401-08-2201	/	/	33596	80.00
	MOTOR OIL CHANGE		401-08-2201	/	/	33596	60.00
	GENERAL INSPECTION CHECK AND						
	FILL ALL FLUIDS INVOICE #127						
140.00	DT AUTOMOTIVE	VACUUM PUMP & LINE (CHEVY-WATTS)	401-50-2201	7162019	06/24/2019	33927	450.00
4/2019	TRANSMISSION VALVE BODY	(TAHOE-GARCIA)	401-50-2201	/	/	33927	925.00
	INVOICE #TCSO 33927					33927	
1375.00	SHERIFF						
720.00	DT AUTOMOTIVE	TAILLIGHT REPLACEMENT	401-50-2201	9262019	06/24/2019	33425	160.00
4/2019	PASSENGER SIDE MIRROR	REPLACEMENT	401-50-2201	/	/	33425	280.00
	2014 DODGE RAM (DAMAGED DURING	SNOW STORM)	401-50-2201	/	/	33425	280.00
	INVOICE #TCSO 33425					33425	
720.00	SHERIFF						
135.00	EASTERN NM EMERGENCY MEDICAL	P02 - EMT BASIC RENEWAL CE	408-91-2266	8162019	06/24/2019	33936	135.00
4/2019	PACKAGE (B. HOWELL)	INVOICE #2566198-113834092				33936	

108028

EPCOR WATER, INC.

DIST 2 VFD MONTHLY CHARGES

406-31-2210

3262019 06/20/2019

106.68

DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
106.68 /2019		MAY 1, 2019 TO JUNE 3, 2019 ACCT #739014					
IRE ALLOTMENT	106.68						
08029	EVEDA/ESTANCIA VALLEY ECONOMIC ESTANCIA VALLEY EDA ANNUAL	401-05-2269		5562019	06/24/2019		45.00
45.00 /2019		MEETING J. SANCHEZ, C. ALLEN, J. BUTRICK					
COMMISSION	45.00						
08030	FALCON INDUSTRIES, INC.	ERGO QD SLING SWIVEL	410-50-2222	7562019	06/24/2019	33824	15.00
55.00 /2019		SINGLE POINT TACTICAL SLING INVOICE 99452	410-50-2222			33824	40.00
		INVOICE 98741					
SHERIFF	55.00						
08031	GUSTIN HARDWARE INC.	LOMBER FOR SHELVING, BRACKETS, AND CAULKING, DOOR HARDWARE FOR INSTALLATION.	612-20-2218	562019	06/20/2019	33689	221.93
221.93 /2019		ACCT #125 INVOICES 211587,211594 211595,211619,211626,211667				33689 33689	
CLERK	221.93						
08032	GUSTIN HARDWARE INC.	HUSQVARNA LAWN MOWER BLADES/SETS	406-91-2248	2462019	06/20/2019	33841	83.18
120.67 /2019		BLADE MOUNT INVOICE #213617 ACCT #439	413-91-2248			33841	37.49
IRE ALLOTMENT	120.67						
08033	HART'S TRUSTWORTHY HARDWARE	DRILL BITS, ZIP TIES, DRAIN PLUGS, KENNEL CLIPS, AND PULLEYS.	401-82-2223	4562019	06/24/2019	33602	98.56
98.56 /2019		GLOVES ACCT #33				33602 33602	
SHELTER	98.56						
08034	HART'S TRUSTWORTHY HARDWARE	SHOP VAC, SURGE PROTECTORS.	409-91-2248	4962019	06/24/2019	33869	149.95
203.09 /2019		1/2" A94 AC BELT, AC PUMP 15,000 2 Ur; 240V INVOICE #B316403 ACCT #33	405-91-2215			33900 33900	53.14
IRE ALLOTMENT	203.09						
08035	HENRY SCHEIN MATRIX MEDICAL	CUFF BP FLEXIFORT S29 CHILD LF	415-33-2344	2062019	06/20/2019	33939	618.80
799.50 /2019		BLDR LCK CNCT - GREEN CUFF BP FLEXIFORT S211 ADULT LF BLDR LCK CNCT - NAVY BLUE	415-33-2344 415-33-2344			33939 33939	1322.30
		CUFF BP FLEXIFORT S212 ADULT LF CUFF BP FLEXIFORT S211 ADULT LF INVOICE# 3779165	415-33-2344			33939 33939	858.40
PTMENT	2799.50						

1930.41  
1/2019

ACCT #2445/TCANISHEL  
INVOICE #ZZ2255

401-50-2202

1462019 06/20/2019

472.07

DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
		ACCT#3864					
		INVOICE #ZZ2256 ACCT #3864	401-50-2202	4262019	06/24/2019		373.59
		VEHICLE FUEL INV#ZZ2256	401-82-2202	4662019	06/24/2019		136.32
		5/16/19 FUEL	685-08-2202	8062019	06/24/2019		94.81
		5/30/19 FUEL					
		5/21/19 FUEL	401-08-2202		/ /		40.74
		INVOICE #ZZ2256 ACCT #3873					
		FUEL ACCT #TCROAD	402-60-2202	9762019	06/24/2019		8664.20
		COUNTY SHERIFF	845.66 PLANNING & ZONING				135.55
		ROAD DEPARTMENT					
		INDEPENDENT NEWS LLC	401-40-2221	1962019	06/20/2019	33762	50.89
		2 WEEK RUN				33762	
		APPRAISER APPRENTICE				33762	
		RUN DATES 4/26/19 AND 5/3/2019					
		INVOICE #82268,82205					
		ASSESSOR	50.89				
		INDEPENDENT NEWS LLC	401-08-2221	4362019	06/24/2019	33944	75.00
		PUBLIC NOTICE FOR LETTERS OF				33944	
		INTEREST PLANNING & ZONING BOARD				33944	
		3 EDITION RUN 6/14, 6/21, & 6/28				33944	
		TAX	401-08-2221		/ /	33944	6.14
		INVOICE #82561					
		G & ZONING	81.14				
		INDEPENDENT NEWS LLC	609-30-2221	6362019	06/24/2019	33886	61.80
		LEGAL ADS - JOB ADVERTISEMENT				33886	
		TREASURY CONTROLLER				33886	
		PUBLISH 2 TIMES				33886	
		INVOICE #82503,82506					
		TREASURER	61.80				
		INDEPENDENT NEWS LLC	609-30-2201	6462019	06/24/2019	33885	60.59
		LEGAL ADS - DELINQUENT NOTICES				33885	
		SATELLITE OFFICES				33885	
		PUBLISH 2 TIMES				33885	
		INVOICE #82504,82505					
		TREASURER	60.59				
		JOHNSON CONTROLS INC	401-16-2215	1162019	06/20/2019	33941	1525.99
		TROUBLESHOOT AND REPAIR PROBLEM				33941	
		WITH HVAC AT JUDICIAL COMPLEX					
		INVOICE #1-87314847946					
		L COMPLEX MAINT	1525.99				
		JONES PLUMBING, LLC	412-53-2215	4462019	06/24/2019	32610	1185.94
		REPLACE WATER HEATER AT				32610	
		THE COUNTY FAIRGROUNDS					
		INVOICE #270					
		FAIR	1185.94				
		KAUFMANS WEST LLC	410-50-2222	7262019	06/24/2019	33822	1030.75
		DEPUTY UNIFORM NEEDS.				33822	
		(PANTS, SHIRTS, AND DUTY				33822	
		EQUIPMENT)				33822	

INVOICE #2724LA

SHERIFF 1030.75

DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
08044	L.N. CURTIS & SONS	GLOBE 12" STRUCTURAL ZIPPER/ SPEED BOOT, 9.5W	406-91-2248	3162019	06/20/2019	33481	465.00
395.00		GLOBE 12" STRUCTURAL ZIPPER/ SPEED BOOT, 10W	406-91-2248		/ /	33481	465.00
/2019		GLOBE 12" STRUCTURAL ZIPPER/ SPEED BOOT, 11W	406-91-2248		/ /	33481	465.00
		CREWBOSS TRI-CERT ELITE PANT 6 OZ NOMEX, NAVY, 34X32				33481	
		CREWBOSS TRI-CERT ELITE PANT 6OZ NOMEX, NAVY, 36X30				33481	
		CREWBOSS TRI-CERT ELITE PANT 6OZ NOMEX, NAVY, 40X32				33481	
		INVOICE #INV271748 ACCT #C35108				33481	
=====							
	WIRE ALLOTMENT	1395.00					
08045	LESPEANCE, ISABEL	SECRETARIAL DUTIES DATE OF SERVICE: 5/16/2019 TO 6/15/2019	412-53-2272	8262019	06/24/2019		450.00
450.00							
/2019							
=====							
	FAIR	450.00					
08046	MARLIN BUSINESS BANK	SCAN PRO SCANNING SYSTEM LEASE PAYMENT INVOICE #17048554 ACCT #1489142	612-20-2203	5462019	06/24/2019		266.36
266.36							
/2019							
=====							
	CLERK	266.36					
08047	MOBILE CRIME SCENE ACADEMY, LLC	ADVANCED CRIME SCENE INVESTIGATIONS DETECTIVE BALLARD & LT. STOCUM INVOICE #019-5312	410-50-2222	7362019	06/24/2019	33434	900.00
900.00						33434	
/2019						33434	
=====							
	SHERIFF	900.00					
08048	MORIARTY CONCRETE PRODUCTS	1/2" BITUMINOUS SURFACE TREATMENT (ROAD CHIPS) NM STATE PRICING AGREEMENT #70-805-17-15969 TAX INVOICE #39810/33783 ACCT #100227	424-11-2633 402-60-2254	4062019	06/24/2019	33898	7590.78
940.81						33898	7212.06
/2019						33898	
=====							
	OBLIGATION BON	7590.78	COUNTY ROAD DEPARTMENT	8350.03			
08049	MORIARTY, CITY OF	LAW ENFORCEMENT OVERTIME FEBRUARY.27.2019 MONTERO 29-- MAR-19 SHAH 4/13/2019 WEBER, GARCIA, SHAH	605-09-2272	4862019	06/24/2019		554.58
554.58							
/2019							
=====							
	LT	554.58					
08050	MOTOR MACHINE	OIL CHANGE ON 2018 DODGE RAM 2500 INVOICE #5-15-19 ACCT # TORRANCE ROAD DPT	402-60-2201	1262019	06/20/2019	33818	89.99
89.99						33818	
/2019							



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DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
L08051	MOUNTAIN STATES CONSTRUCTORS	INDON COLD MIX	402-60-2256	66062019	06/24/2019	33754	10800.00
L630.25		REPAIR CHIP SEAL AND PATCH ROADS				33754	
1/2019		TAX	402-60-2256	/ /		33754	830.25
		INVOICE #2034					
ROAD DEPARTMENT 11630.25							
L08052	NEXTIVA INC	ASSESSOR PHONE	610-40-2207	6162019	06/24/2019		342.00
1052.30		CLERK PHONE	401-20-2207	/ /			199.50
1/2019		MANAGER PHONE	401-10-2207	/ /			199.50
		FINANCE PHONE	401-55-2207	/ /			114.00
		MAINTENANCE PHONE	401-15-2207	/ /			57.00
		COMMISSION PHONE	401-05-2207	/ /			85.80
		PZ PHONE	401-08-2207	/ /			57.00
		CODE ENFORCEMENT PHONE	685-08-2207	/ /			28.50
		IT PHONE	401-65-2207	/ /			28.50
		ROAD PHONE	402-60-2207	/ /			57.00
		PROBATE PHONE	401-90-2207	/ /			28.50
		ASSESSOR PHONE	675-07-2207	/ /			28.50
		SHERIFF PHONE	401-50-2207	/ /			313.50
		COMMUNITY MONITOR PHONE	420-73-2207	/ /			28.50
		TREASURER PHONE	401-30-2207	/ /			228.00
		FIRE ADMIN PHONE	413-91-2207	/ /			114.00
		EXTENSION PHONE	401-05-2207	/ /			114.00
		CIVIL DEFENSE PHONE	604-83-2207	/ /			28.50
		INVOICE #21172276381					
		ACCT #2029540					
ASSESSOR	342.00	COUNTY CLERK	199.50	COUNTY MANAGER			199.50
DEPARTMENT	114.00	ADMINISTRATIVE OFFICES	57.00	COUNTY COMMISSION			199.80
G & ZONING	85.50	INFORMATION TECHNOLOGY	28.50	COUNTY ROAD DEPARTMENT			57.00
JUDGE	28.50	RURAL ADDRESSING	28.50	COUNTY SHERIFF			313.50
TY MONITORING	28.50	COUNTY TREASURER	228.00	STATE FIRE ALLOTMENT			114.00
CATIONS/EMS TAX	28.50						
08053	NM COUNTY INSURANCE AUTHORITY	TORT CLAIM SETTLEMENT	401-05-2212	9062019	06/24/2019		1984.41
984.41		CLAIM #LE-0011770					
/2019							
COMMISSION	1984.41						
08054	NM WASTE SERVICE INC	30 YD. ROLL OFF CONTAINER FOR	406-91-2210	10262019	06/24/2019	33663	345.00
420.00		STATION CLEAN UP				33663	
/2019		TAX	406-91-2210	/ /		33663	75.00
		INVOICE #65446/66515					
		ACCT #2859201					
IRE ALLOTMENT	420.00						
08055	NMSU, REGENTS OF	DECAPITATION AND RABIES TESTING	401-82-2272	9362019	06/24/2019	33926	45.00
45.00		CASE #19-20768 (008-6-19)					
/2019		ACCT #C935					
SHELTER	45.00						
08056	PROFESSIONAL APPAREL COMPANY	SCRUB TOPS	401-82-2236	5362019	06/24/2019	33917	191.45
191.45		SHIPPING				33917	

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DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
08057 131.46 /2019	PRUDENTIAL OVERALL SUPPLY	PAPER PRODUCTS INVOICE #450493412	401-15-2229	362019	06/20/2019	33573	1131.46
08058 57.10 /2019	QWEST CORPORATION	FAX LINE CHARGES 28-APR-19 CHARGES 5.28.19 TO 6.27.19 ACCT #505-384-4381 889B	401-30-2207	6962019	06/24/2019		57.10
08059 109.48 /2019	TREASURER	TRAVEL TO CLOVIS NM NM EDGE CLASSES	401-55-2205	2262019	06/20/2019		109.48
08060 515.00 /2019	DEPARTMENT	SANTA FE CNTY JUVENILE FACILITY LIVERMORE INVOICE #TOR 05-2019	420-72-2172	7662019	06/24/2019		3515.00
08061 528.79 /2019	E INMATE CARE	SOUND & SIGNAL SYSTEMS OF NM FOR COUNTY ADMINISTRATION AND JUDICIAL COMPLEX INVOICE #SD2722/SD2721	401-05-2272	2162019	06/20/2019	33583 33583 33583	1528.79
08062 202.80 /2019	COMMISSION	SOUTHWEST PROPANE LLC ACCT #01-03654 70 GALLONS PROPANE 28 BRYANT EDGEMOOD NM 87015 TANK # 9SE 189878 INVOICE #32792 ACCT # 01-03654	409-91-2209 406-91-2209	3662019 3762019	06/20/2019 06/20/2019		84.50 118.30
08063 22.42 /2019	IRE ALLOTMENT	STAPLES BUSINESS ADVANTAGE 6 PK 3/4" INVISIBLE TAPE FLAT PUSH STAPLE REMOVER CARBONLESS RECEIPT BOOK APPOINTMENT BOOK INVOICE #3411880426- 3411956215 ACCT #394849	401-08-2219 401-08-2219 401-08-2219 401-08-2219	2362019	06/20/2019	33763 33763 33763 33763	4.64 1.67 4.95 11.16
08064 422.70 /2019	3 & ZONING	STAPLES BUSINESS ADVANTAGE PRINTER ELECTRIC STAPLER TAPE DISPENSER MONITOR STAND DESK ORGANIZERS PENCIL SHARPENER KEYBOARD	401-82-2219 401-82-2219 401-82-2219 401-82-2219 401-82-2219 401-82-2219	5062019	06/24/2019	33845 33845 33845 33845 33845 33845	299.99 32.38 2.96 16.43 15.64 8.81 46.49

341407273 ACCT #394849

422.70

SHELTER

DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
08065	STAPLES BUSINESS ADVANTAGE	DAILY PLANNER, FILE FOLDERS, CUPS, BATTERIES, DISINFECTING WIPES, RUBBER BANDS, MOISTENER PENS, HAND SANITIZER, BINDER COVER, PAPER TOWELS, TRASH BAGS, FACIAL TISSUE, INK CARTRIDGES, COPY PAPER.	609-30-2219	7062019	06/24/2019	33888	571.30
571.30		INVOICE #3414942580/3415024444				33888	
/2019		ACCT #394849				33888	
TREASURER	571.30						
08066	STAPLES BUSINESS ADVANTAGE	HP 950XL/951 CARTRIDGES	401-50-2219	8462019	06/24/2019	33687	192.76
251.88		DESK PAD CALENDAR				33687	
/2019		3" 3 RING BINDERS	401-50-2219			33687	
		3410674196 ACCT #70109685					
SHERIFF	251.88						
08067	STAPLES BUSINESS ADVANTAGE	BOX OF 500 ENVELOPES	401-90-2219	9162019	06/24/2019	33862	22.23
162.42		300 PAGE RECORD BOOK	401-90-2219			33862	23.08
/2019		100 COUNT GOLD SEALS	401-90-2219			33862	8.83
		NEON PAGE MARKERS	401-90-2219			33862	2.67
		4 TIER BROCHURE HOLDER	401-90-2219			33862	18.54
		STAPLES COPY PAPER	401-90-2219			33862	31.30
		BLACK HP INK	401-90-2219			33862	32.75
		COLOR COPY INK	401-90-2219			33862	23.02
		ACCT #394849					
JUDGE	162.42						
08068	STAPLES BUSINESS ADVANTAGE	BROTHER TN-310 BLACK TONER	911-80-2219	9462019	06/24/2019	33801	46.64
208.31		BROTHER TN-310 MAGENTA TONER	911-80-2219			33801	53.89
/2019		BROTHER TN-310 CYAN TONER	911-80-2219			33801	53.89
		BROTHER TN-310 YELLOW TONER	911-80-2219			33801	53.89
		ACCT #70109685					
PATCH CENTER	208.31						
08069	STAPLES BUSINESS ADVANTAGE	WIRELESS KEYBOARD	402-60-2219	9862019	06/24/2019	33899	59.92
59.92		FALCON DUST-OFF				33899	
/2019		INVOICE #341603420 ACCT #7010985					
ROAD DEPARTMENT	59.92						
08070	SUPER 8 MOTEL	HOTEL FOR EMERGENCY SHELTER	691-38-2283	8662019	06/24/2019	33691	141.98
141.98		FOR DV CLIENTS				33691	
/2019		INVOICE #041-776874					
RESTITUTION	141.98						
08071	T-MOBILE USA, INC	MANAGER PHONE	401-10-2207	10162019	06/24/2019		35.26
302.49		CIVIL DEFENSE PHONE	604-83-2207				31.62
/2019		SHERIFF HOT SPOT	401-50-2207				1505.91
		DIST 2 VFD HOT SPOT	406-91-2207				45.75
		FIRE ADMIN	413-91-2207				137.25

TREASURER HOT SPOT  
FINANCE HOT SPOT

401-30-2207  
401-55-2207

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69.42  
31.53

DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
		ACCT #814716931					
MANAGER	35.26	COMMUNICATIONS/EMS TAX	31.62	COUNTY SHERIFF	1505.91		
RE ALLOTMENT	228.75	COUNTY TREASURER	69.42	FINANCE DEPARTMENT	31.53		
8072	TDS/GCR TIRES CENTERS	215/15/17.5 TIRES FOR	402-60-2201		762019 06/20/2019	33817	1610.40
10.40		TILL TOP TRAILER				33817	
2019		275/70/18 2018 DODGE RAM				33817	
		SD 20.5 5-25 16P LOADMASTER				33817	
		L2/E2/G2 LOADER TIRE				33817	
		STATEMENT DATE 4-30-19/					
		5-31-19 ACCT #310845					
LOAD DEPARTMENT	1610.40						
8073	TDS/GCR TRUCK TIRE CENTER INC	TCSO DEPUTY UNIT TIRES	420-74-2201		1362019 06/20/2019	33938	471.76
71.76		APPROVED BY NOAH SEDILLO				33938	
2019		TWP# 011419				33938	
		INVOICE #733-88112 ACCT#310845					
STATION OF PRIS	471.76						
8074	THE MASTER'S TOUCH, LLC.	2018 DELINQUENT NOTICES @ \$.209	401-30-2221		9562019 06/24/2019	33719	756.19
56.19		PER NOTICE INCLUDES PRINTING OF	609-30-2221		/ /	33719	1000.00
2019		NOTICES, MAILING ENVELOPE,				33719	
		REMITTANCE ENVELOPES, ALL MAIL				33719	
		PREPERATION, AND NOTICE				33719	
		CONSOLIDATION FOR POSTAGE				33719	
		SAVINGS. DIGITAL FILE INCLUDED				33719	
		NOTICES WILL BE MAILED USING				33719	
		BULK RATE.				33719	
		INVOICE #P63825 &63825					
REASURER	1756.19						
8075	TIGER DIRECT	MONITOR FOR FRONT DESK	402-60-2219		6762019 06/24/2019	33875	149.99
72.90		MONITOR FOR BACK OFFICE	402-60-2219		/ /	33875	474.00
2019		SHIPPING & HANDLING	402-60-2219		/ /	33875	48.91
		INVOICE #B12172800101					
LOAD DEPARTMENT	672.90						
8076	TILLERY CHEVROLET GMC INC	TENDER 5	405-91-2201		8762019 06/24/2019	33740	899.48
99.48		OIL AND OIL FILTER CHANGE, FUEL				33740	
2019		FILTER CHANGE, AIR FILTER CHANGE				33740	
		INVOICE #6056361					
RE ALLOTMENT	899.48						
8077	TJ ENTERPRISES AUTO SUPPLY	AUTO PARTS AND HARDWARE.	401-15-2215		5262019 06/24/2019	32732	23.25
23.25		MONTHLY PO AUGUST 18'				32732	
2019		INVOICE #39190 ACCT #1185					
RATIVE OFFICES	23.25						
3078	TRULY NOLEN OF AMERICA, INC.	MONTHLY PEST CONTROL SERVICES	401-82-2272		5162019 06/24/2019	32902	330.00
30.00		INVOICE #550 153 951					



SHELTER

330.00

DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
18079	TWO GUNZ CUSTOMZ & HYDROGRAPHICBRUSH 5-2	REMOVAL OF CURRENT LIGHT BAR. REPLACE AND RE-WIRE FOR NEW LIGHT BAR AND SWITCH BOX WITH CONTROLLER	405-91-2248	5862019	06/24/2019	33868	2499.00
177-23		INVOICE #1550				33868	
'2019		FD10				33868	
		TOMNEAU COVER - BAK INDUSTRIES	411-92-2248	5962019	/ /	33890	1178.23
		772122				33890	
		LABOR HOURS TO INSTALL	411-92-2248	/ /		33890	300.00
		INVOICE #1551					
IRE ALLOTMENT	2499.00	1/4% FIRE EXCISE TAX	1478.23				
18080	U.S. POSTMASTER	SHERIFF BOX FEE INVOICE	401-50-2272	10062019	06/24/2019		208.00
108.00		BOX #498					
'2019							
SHERIFF	208.00						
18081	WAGON WHEEL TOWING	ENGINE 4-3		3362019	/ /	33904	85.50
175.80		HOURSE TO R&R THROTTLE POSITION	409-91-2201	/ /		33904	167.00
'2019		SENSOR				33904	
		ROAD SERVICE TO DISTRICT 4	409-91-2201	/ /		33904	167.00
		STATION				33904	
		OE INTERNATIONAL ACCELERATOR	409-91-2201	/ /		33904	450.63
		POSITION SENSOR				33904	
		SHIPPING & FREIGHT	409-91-2201	/ /		33904	35.00
		DIST 4 VFD INVOICE #5713					
		TENDER 3-1					
		HOURS TO R&R AIR DRYER	408-91-2201	3462019	/ /	33903	142.50
		ROAD SERVICE TO DISTRICT 3	408-91-2201	/ /		33903	166.00
		STATION X2				33903	
		BEN065225 AD9 AIR DRYER	408-91-2201	/ /		33903	256.49
		HAZARDOUS WASTE FEE	408-91-2201	/ /		33903	4.24
		SHOP SUPPLIES	408-91-2201	/ /		33903	2.59
		DIST 3 VFD INVOICE #5712					
		ENGINE 6-1 AND PUMP					
		MILEAGE TO STATION	418-91-2201	3562019	/ /	33790	131.00
		HOURS LABOR TO PM ENGINE & PUMP	418-91-2201	/ /		33790	307.85
		OIL CHANGE + LUBE W/OIL FILTER	418-91-2201	/ /		33790	125.00
		DIESEL				33790	
		ADDITIONAL QUARTS FOR PUMP PM	418-91-2201	/ /		33790	102.00
		INVOICE #5711					
IRE ALLOTMENT	1975.80						
18082	WS DARLEY & CO	SPIFFIRE WILDLAND PACKS (RED)	406-91-2248	5762019	06/24/2019	33526	635.80
103.55		LITTLE ED RECOIL FLASHLIGHTS	406-91-2248	/ /		33526	532.75
'2019		(YELLOW)				33526	
		BULLARD UST TRADITIONAL HELMET	406-91-2248	/ /		33526	259.00
		W/FACE SHIELD (YELLOW)				33526	
		BULLARD FRONT BILL HELMET (RED)	406-91-2248	/ /		33526	176.00
		NOMEX EAR/NECK/FACE PROTECTOR	406-91-2248	/ /		33526	140.00
		INNERZONE 3 COGGLES W/WRAP	406-91-2248	/ /		33526	240.00
		AROUND STRAP				33526	

ACCT #40137010

IRE ALLOTMENT 2103.55

DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
0803	ZIA GRAPHICS INC.	POLO WORK SHIRTS	401-82-2236	3862019	06/24/2019	33915	153.00
0709		BUTTON UP SHIRTS	401-82-2236		/ /	33915	110.00
		HOODED SWEATSHIRT	401-82-2236		/ /	33915	25.30
		BALL CAPS	401-82-2236		/ /	33915	63.00
		ACO POLOS 3XL	401-82-2236		/ /	33915	230.65
		ACO POLO XL	401-82-2236		/ /	33915	35.50
		HOODED SWEATSHIRT 3XL	401-82-2236		/ /	33915	53.50
		INVOICE #54856A,54856B					
=====							
	SHELTER	670.95					
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0804	4 RIVERS EQUIPMENT, LLC	BRUSHES FOR BROOM	402-60-2244	9962019	06/24/2019	33895	813.68
0813		INVOICE #682590					
0819		ACCT #37497					
=====							
0819	ROAD DEPARTMENT	813.68					
=====							
0819	BARELA, JANICE	TRAVEL TO CLOVIS NM	609-30-2205	6625519	06/25/2019		6.00
0819		NM EDGE CLASSES AND NM COUNTIES					
0819		ANNUAL CONFERENCE					
=====							
0819	TREASURER	6.00					
=====							
0819	CORRECTIONS INDUSTRIES PRINT S BUSINESS CARDS			1162519	/ /	33773	
0819		J. SANCHEZ	401-05-2221		/ /	33773	34.24
0819		C. ALLEN	401-10-2221		/ /	33773	34.24
0819		INVOICE #56413					
=====							
0819	COMMISSION	34.24	COUNTY MANAGER	34.24			
=====							
0819	DESIGN SILK SCREEN PRINTERS	REFLECTIVE DECALS FOR	604-83-2248	2462519	06/26/2019	33459	384.00
0819		EMERGENCY MANAGEMENT TRAILER				33459	
0819		EMERGENCY MANAGEMENT LOGO				33459	
0819		INVOICE #34805 ACCT#1214					
=====							
0819	ATTIONS/EMS TAX	384.00					
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0819	EASTERN NM EMERGENCY MEDICAL	P02 - EMT BASIC RENEWAL CE	413-91-2266	1462519	06/25/2019	33948	135.00
0819		PACKAGE B. TRAVIS				33948	
0819		INVOICE #2566198-113933959					
=====							
0819	RE ALLOTMENT	135.00					
=====							
0819	EVSWA	30-MAY-19 TORRANCE COUNTY	419-05-2292	2762519	06/26/2019		8988.39
0819		TIPPING FEE'S INVOICE #2448					
0819		ACCT #7.2097E+11					
=====							
0819	OMMISSION	8988.39					
=====							
0819	HERNANDEZ, KATHRYN	TRAVEL TO CLOVIS NM	401-55-2205	562019	06/25/2019		76.58
0819		NM EDGE SUMMER CONFERENCE					
=====							
0819	DEPARTMENT	76.58					
=====							
0819	INTEGRATED TECHNOLOGIES CORP	MOUNT WALL BRACKETS AND TV'S	411-92-2248	1562519	06/25/2019	33902	30.00
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LOCATION

COAX BULKHEAD FACEPLATE

411-92-2248

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33902  
33902

3.90

DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
	RE EXCISE TAX	1307.20					
08127	JARAMILLO, LINDA	REPLACEMENT CEILING TILE	411-92-2248	1062519	06/25/2019	33902	13.20
80.65		BC1 BEAM CLAMP	411-92-2248			33902	7.80
'2019		DROP CEILING SUPPORT WIRE FOR	411-92-2248			33902	9.24
		HIGH ROOFLINE					
		2" J-HOOK	411-92-2248			33902	14.76
		BOX ELIMINATOR SINGLE GANG	411-92-2248			33902	3.36
		MISC. HARDWARE AND FUEL	411-92-2248			33902	32.00
		CFF PERCENTAGE	411-92-2248			33902	27.77
		HOURS LABOR	411-92-2248			33902	1040.00
		TAX	411-92-2248			33902	85.15
		INVOICE #119-10-0004					

08127	JARAMILLO, LINDA	TRAVEL TO CLOVIS NM	401-20-2205	1062519	06/25/2019		80.65
80.65		NMAC SUMMER CONFERENCE					
'2019							

08128	JONES, HUGH G JR	TRAVEL TO CLOVIS NM	610-40-2205	2262519	06/25/2019		74.00
74.00		EDGE CLASSES & AFFILIATE					
'2019		MEETINGS					

08129	KAUFMANS WEST LLC	PANTS, SHIRTS, DUTY EQUIPMENT	411-92-2236	1662519	06/25/2019	33793	693.21
693.21		AND MISCELLANEOUS NEEDS MAY/JUNE				33793	
'2019		2019				33793	
		INVOICE #28966 ACCT# TORRANCE					
		SO FIRE					

08130	KAYSER, LINDA	TRAVEL TO CLOVIS NM	401-20-2205	962019	06/25/2019		44.00
44.00		NMAC CONFERENCE					
'2019							

08131	L.N. CURTIS & SONS	CREWBOSS TRI-CERT ELITE PANT	406-91-2248	1262519	06/25/2019	33481	245.00
35.00		CREWBOSS TRI-CERT ELITE PANT	406-91-2248			33481	245.00
2019		CREWBOSS TRI-CERT ELITE PANT	406-91-2248			33481	245.00
		INVOICE #489469 ACCT #C35108					

08132	LUCERO, JESUS	TRAVEL TO CLOVIS NM	610-40-2205	2662519	06/26/2019		74.00
74.00		2019 NMAC SUMMER CONFERENCE					
2019		AFFILIATE MEETINGS AND					
		CONFERENCE ACTIVITIES					

08133	MHQ OF NEW MEXICO	MIRROR/SIDE PROTECTION LIGHTS	604-83-2248	2362519	06/26/2019	33835	236.50
63.41		FRONT WARNING/SPOTS LIGHTS	604-83-2248			33835	182.60
2019		REAR LIGHTSTICK	604-83-2248			33835	253.00

INSTALLATION/PARTS  
TAX

604-83-2248  
604-83-2248

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/ /

33835  
33835

696.50  
50.40





108140  
121.00

SANDY, KASSANDRA

TRAVEL TO FT COLLINS COLORADO  
HARRIS USER GROUP CONFERENCE

610-40-2205

2562519 06/26/2019

121.00

DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
'2019		ADDITIONAL TRAINING ON CAMA SOFTWARE					
ASSESSOR	121.00						
8141	SEDILLO, TRACY	TRAVEL TO CLOVIS NM	401-30-2205	762519	06/25/2019		57.00
57.00		NM COUNTIES ANNUAL CONFERENCE					
'2019							
REASURER	57.00						
8142	SEDILLO, VICTORIA	TRAVEL TO FT COLLINS COLORADO	610-40-2205	2162519	06/25/2019		121.00
21.00		ADDITIONAL TRAINING ON CAMA					
'2019		SOFTWARE AND TRAINING IN WELD COUNTY ASSESSOR'S OFFICE					
'2019							
ASSESSOR	121.00						
8143	STAPLES BUSINESS ADVANTAGE	CLASSIFICATION FOLDERS, LYSOL, CALCULATOR TAPE, STAPLES, CAN AIR, STORAGE BOXES, CALCULATOR, BATTERIES, PENS AND SHARPIES, HIGHLIGHTERS, CLIPS, FEBREZE, PURELL, NOTEBOOKS, BLUE YELLOW AND PINK COPY PAPER, CLOROX AND PLEDGE WIPES, KLEENEX, LADDER FANS, ORGANIZERS, KEYBOARD MOUSE CALENDAR PLANNER.	401-55-2219	362019	06/25/2019	33911	663.82
63.82		INVOICE #3416840840 ACCT# 70109685DAL				33911	
2019						33911	
DEPARTMENT	663.82						
8144	STEINER, JOHN	EVALUATION SERVICES MAY 1- JUNE 30, 2019 7.875% GRT	605-09-2272	1962519	06/25/2019		1500.00
00.00		INVOICE #TC05-06-2019					
2019							
T	1500.00						
8145	TMT ESTANCIA	4TH QUARTER FY2019 PREVENTION ACTIVITIES	605-13-2271	2062519	06/25/2019	33531	400.00
00.00						33531	
2019							
RIBUTION GRANT	400.00						
8146	WEX FLEET UNIVERSAL	PLANNING AND ZONING FUEL	401-08-2202	262019	06/25/2019		71.81
30.34		MANAGER/CLERK/SAFETY FUEL	401-10-2202				174.36
2019		TREASURER FUEL	401-30-2202				180.96
		ASSESSOR FUEL	610-40-2202				57.90
		SHERIFF FUEL	401-50-2202				10622.24
		ANIMAL SERVICES FUEL	401-82-2202				80.21
		TCFD5 FUEL	405-91-2202				480.70
		TCFD2 FUEL	406-91-2202				282.12
		TCFD3 FUEL	408-91-2202				160.46
		TCFD4 FUEL	409-91-2202				132.95
		FIRE ADMIN FUEL	413-91-2202				897.87
		TCFD6 FUEL	418-91-2202				135.83

EMERGENCY MANAGER FUEL  
DWI FUEL

604-83-2202  
605-13-2202

/ /  
/ /

183.82  
27.86

DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
121.71	COUNTY MANAGER	174.36 COUNTY TREASURER	180.96				
57.90	COUNTY SHERIFF	106222.24 ANIMAL SHELTER	80.21				
2089.93	COMMUNITY MONITORING	77.26 COMMUNICATIONS/EMS TAX	183.82				
27.86	WIND PILT	62.25 ADMINISTRATIVE OFFICES	251.84				
8166	AMBITIONS TECHNOLOGY GROUP LLC	FLAT RATE LABOR - REMOTE DESKTOP	401-65-2218	6162619	06/28/2019	33913	495.00
11.76	GATEWAY SETUP PURCHASE AND	INSTALL SSL CERTIFICATE END USER				33913	
2019	TRAINING (NICK)	TAXES ON LABOR	401-65-2218			33913	
	INVOICE #7755	NETWORK DROP FIRE ADMIN FOR	401-24-2215	66062619	06/28/2019	33819	1253.50
	EMERGENCY MANAGER	NEW NETWORK DROPS TCPO	413-91-2248			33819	858.00
	VERIFY, TEST AND LABEL 6 DROPS	TAX ON LABOR	401-24-2215			33819	83.14
	TAX ON LABOR	413-91-2248				33819	83.14
	INVOICE #7728						
533.98	HEALTH DEPT BLDG MAINT	1336.64 STATE FIRE ALLOTMENT	941.14				
8167	AUDIO VISUAL INNOVATIONS, INC.	LCD 55" MULTI-TOUCH W/CPU MOUNT,	681-10-2617	5162619	06/27/2019	33076	7436.08
79.50	WALL FOR TRUTOUCH 650 SERIES,	604-83-2248				33076	243.42
2019	TRUTOUCH X5 1 YEAR EXTENDED	WARRANTY,				33076	
	SHIPPING CHARGES.	INVOICE #1322125 & 1322283					
7436.08	COMMUNICATIONS/EMS TAX	243.42					
8168	AWARDS ETC.	401-10-2221		3862619	06/26/2019	33880	59.85
59.85	SIGNS WITH HOLDERS	HUMAN RESOURCES				33880	
2019	OPERATIONS MANAGER	RISK MANAGEMENT				33880	
	GRANT COORDINATOR	INVOICE #02 55127				33880	
	INVOICE #02 55127						
59.85							
3169	BERNALILLO CITY JUVENILE DETENTIMAY	2019 HOUSING	420-72-2172	1762619	06/26/2019		5115.00
31.47	MAY 2019 MEDICAL	INVOICE #57403	420-72-2173				1016.47
2019	ACCT #244000024						
INMATE CARE	6131.47						
3170	BLACK DUCK INC	BADGE SEWS AND NAMES SEWS FOR	410-50-2222	3062619	06/26/2019	33928	60.00
35.00	TCSO - JUNE 2019	INVOICE #84151/TRANSPORT				33928	
2019	84267/SCHWERDEL						

APRIL 2019  
C. WHITSON INVOICE#82330

33660



FIRST AID KIT REFILL SERVICE  
ROAD

402-60-2248

4262619 06/27/2019

33908  
33908

217.80

DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
	ATCH CENTER	170.86 COUNTY ROAD DEPARTMENT	217.80				
		INVOICE #84041176418					
		ACCT #30009096					
8177	COMPUTER CORNER INC	HP PROBOOK 450 G6 NOTEBOOK	420-73-2219	1662619	06/26/2019	33921	963.59
77.10		BLUETOOTH MOUSE	420-73-2219	/	/	33921	35.99
2019		HP NOTEBOOK BATTERY	420-73-2219	/	/	33921	99.99
		INVOICE #174573					
		FARGO DTCL1250E DOUBLE SIDED	401-65-2218	4462619	06/27/2019	33878	1354.49
		SUBLIMATION/THERMAL				33878	
		TRANSFER PRINTER				33878	
		FARGO 45000 RIBBON	401-65-2218	/	/	33878	49.39
		FARGO 086177 CLEANING KIT	401-65-2218	/	/	33878	37.70
		FARGO ULTRACARD 30 MIL CARDS	401-65-2218	/	/	33878	35.95
		INVOICE #174324 ACCT #2464732					
Y	MONITORING	1099.57 INFORMATION TECHNOLOGY	1477.53				
8178	COOPERATIVE EDUCATIONAL SERVICES	3-P6000-INF	401-65-2203	262619	06/26/2019	33881	12642.60
37.08		SIRIS 3 PROFESSIONAL 6 TB				33881	
2019		INFINITE CLOUD RETENTION				33881	
		NMGR				33881	
		CES CONTRACT #17-032B-C-102-ALL				33881	995.60
		7/1/2018 - 6/30/2019				33881	
		INVOICE #24-089812				33881	
		RUCKUS R600 WIRELESS ACCESS	620-94-2219	7462619	06/28/2019	33882	2862.00
		POINT				33882	
		WIRELESS AP INSTALLATION	620-94-2219	/	/	33882	2500.00
		ADVANCE HW REPLACEMENT FOR	620-94-2219	/	/	33882	1440.00
		UNLEASHED R600 ACCESS POINTS				33882	
		(5 YEARS)				33882	
		RUCKUS CLOUD WI-FI 5 YEAR	620-94-2219	/	/	33882	1900.00
		SUBSCRIPTION FOR 1 AP				33882	
		NMGR				33882	
		CES CONTRACT #17-03B-C203-ALL				33882	196.88
		INVOICE #24-090575				33882	
		ACCT #TORRANCE COUNTY					
ION	TECHNOLOGY	13638.20 INFRASTRUCTURE GROSS R	8898.88				
3179	CORRECTIONS INDUSTRIES PRINT S	BUSINESS CARDS FOR JOHN	401-05-2221	3262619	06/26/2019	33873	38.15
38.15		BUTRICK				33873	
2019		COUNTY ATTORNEY				33873	
		INVOICE #56414					
MISSION		38.15					
180	DE LAGE LANDEN FINANCIAL	SERVICEMENT TAX LATE FEE	401-50-2218	1062619	06/26/2019		539.09
17.28		TAX INVOICE #64044181					
2019		ACCT#25551981					
		PAYMENT TAX 06/15/2019 TO	413-91-2218	1462619	06/26/2019		288.19
		07/14/2019					
		INVOICE #64044016					
		ACCT #1304774					
ERRIFF		539.09 STATE FIRE ALLOTMENT	288.19				



108181 DOUBLE H AUTO

REPLACEMENT BATTERY FOR  
FIRE DEPARTMENT SEARCH AND  
406-91-2248  
413-91-2248

4862619 06/27/2019  
/ /

33856  
33856

57.99  
57.99

DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
2019	RE ALLOTMENT 115.98	RESCUE ATV INVOICE #470813 ACCT #2927				33856	
8182	DT AUTOMOTIVE	TCSO VEHICLE MAINTENANCE	401-50-2201	3162619	06/26/2019	33931	702.00
82.00		TIRE FIXES, TIRE MOUNTS, OIL				33931	
2019		CHANGES, WIPERS, FLUIDS. JUNE 2019 WHITSON ARREOLAD DOMINGUEZ CERVANTES WATTS SCHWERDEL STOCUM DURAN HERNANDEZ INVOICE # TCSO 33931				33931	
8184		RADIATOR REPAIR	401-50-2201	3662619	06/26/2019	33945	355.00
82.00		DEPUTY WATTS CHEVY PICKUP				33945	
2019		RADIATOR INVOICE #TCSO 33945 SIREN BOX DEPUTY YOUNG CHARGER	401-50-2201	8262619	06/28/2019	33949	625.00
8185		TMP# 050119 APPROVED BY NOAH				33949	
82.00		SEDILLO ON 5/1/19				33949	
2019		INVOICE #TCSO TMP050119				33949	
HERIFF	1682.00						
8183	E. C. BASSETT CONSTRUCTION INC.	PUMP GREASE TRAP MORIARTY	621-96-2611	7062619	06/28/2019		266.88
33.76		SENIOR CENTER INVOICE #512019					
2019		REFERENCE PO #33777					
8184		DRAIN ON MAINTENANCE ON	620-94-2215	7162619	06/28/2019	33883	266.88
75.00		GREASE TRAP AT ESTANCIA SENIOR				33883	
2019		CENTER INVOICE #5302019				33883	
OUTLAY GROSS R	266.88	INFRASTRUCTURE GROSS R	266.88				
8184	EAST MOUNTAIN AUTO GLASS	WINDOW TINT FOR A02	610-40-2201	5262619	06/27/2019	33912	175.00
75.00		2019 FORD F150 (ASSESSOR)				33912	
2019		INVOICE #23169					
SSESSOR	175.00						
8185	FLEETPRIDE INC	CLUTCH REBUILD FAN KIT FOR	402-60-2244	8362619	06/28/2019	33950	433.73
33.73		6X6				33950	
2019		TMP# 011519 APPROVED BY NOAH				33950	
8186		SEDILLO ON 1/15/19				33950	
75.00		INVOICE #18334294				33950	
AD DEPARTMENT	433.73						
8186	HONSTEIN OIL CO.	FUEL CHARGES THROUGH 2/28/19	401-10-2202	362619	06/26/2019		67.08
59.72		OPERATIONS MANAGER UNIT					
2019		T24 INVOICE #ZZ2257 ACCT#TCMANA					
8187		6/11/19 FUEL	685-08-2202	762619	06/26/2019		63.95
75.00		6/5/19 FUEL	401-08-2202				28.69
ANAGER	67.08	PLANNING & ZONING	92.64				

SHREDDING OF CONFIDENTIAL  
DOCUMENTS SERVICE DATE:

DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
28.31	COUNTY CLERK	28.31					
3188	INDEPENDENT DRUG TESTING	13 PANEL TEST CUPS	420-73-2272	1862619	06/26/2019	33923	350.00
34.81		12 PANEL SALIVA TEST KITS	420-73-2272	/ /		33923	600.00
3019		TAX	420-73-2272	/ /		33923	74.81
		INVOICE #4916					
1024.81	MONITORING						
1189	INDEPENDENT NEWS LLC	LEGAL AD IPB NO. 2019-03 - HFE	402-61-2221	6262619	06/28/2019	33766	55.06
11.71		100P OIL				33766	
019		2 WEEK RUN				33766	
		INVOICE #82206/82269					
5.09		PUBLIC NOTICE FOR JUNE 12 PUBLIC	401-08-2221	7262619	06/28/2019	33864	26.65
019		HEARING. SPECIAL WASTE DISPOSAL,				33864	
		INC. (KEERS)				33864	
		2 EDITION RUN 5/24 & 5/31				33864	
		INVOICE #82401/82494					
55.06	PLANNING & ZONING	26.65					
190	JOHNSON, WAYNE A.	TRAVEL TO CLOVIS NM	401-10-2205	8162619	06/28/2019		247.00
7.00		2019 SUMMER LEGISLATION					
019		CONFERENCE					
247.00	NAGER						
191	KAUFMANS WEST LLC	UNIFORM NEEDS	420-74-2236	7962619	06/28/2019	33578	538.19
8.19		PANTS, SHIRT, MISC. DUTY				33578	
019		EQUIPMENT				33578	
		INVOICE #29115					
538.19	ATON OF PRIS						
192	KAUFMANS WEST LLC	TCSO DEPUTY UNIFORM NEEDS	410-50-2222	8062619	06/28/2019	33929	1355.09
5.09		(PANTS, SHIRTS, DUTY EQUIPMENT)				33929	
019		JUNE 2019				33929	
		INVOICE #28625/28615					
1355.09	ERIFF						
193	L.N. CURTIS & SONS	MENS LEATHER BOOTS	408-91-2248	7662619	06/28/2019		3185.00
5.00		WOMENS GLOBE 12" LEATHER BOOTS					
019		INVOICE #INV 285927					
		ACCT #C35108					
		REFERENCE PO #33615					
3185.00	E ALLOTMENT						
194	LEAF CAPITAL FUNDING LLC	HP DESIGN JET T3500PS COPIER/	610-40-2203	4762619	06/27/2019		386.05

/28/2019

MACHINE LATE CHARGES 06/04/2109  
TO 7/05/2019 INVOICE #9537665

DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
36.05	SESSOR	ACCT #100-4624929-001					
37.01	LIFE-ASSIST INC	12-LEAD ONESTEP ECG CABLE, INCLUDES 4 LEAD TRUNK AND 6 LEAD TAX INVOICE #927709 ACCT #87120AMB	415-33-2344 415-33-2344	2762619	06/26/2019	33786 33786 33786	3835.00 302.01
4137.01	TWENT	ACCT #87120AMB					
3196	MARKETING STRATEGIES INC	2019 NOTICE OF PROPERTY VALUATION MAILERS TO INCLUDE MAILING, ENVELOPES, PRINTING, DATA. ESTIMATED TAX ON CARDS. INVOICE #3742,3741 ACCT #TORRANCE	610-40-2221	5062619	06/28/2019	33497 33497 33497 33497	7259.40
7831.08	SESSOR	ACCT #100-4624929-001					
16.70	MARTINEZ, YOLANDA A.	CPR BARRIER KEYCHAIN 19121-0000 PRACTI-TRAINER/AED 73126-0000 ADULT PADS 73201-0000 PEDIATRIC PADS 73202-0000 SHIPPING AND HANDLING INVOICE #1975 ACCT#2317	600-06-2266 600-06-2266 600-06-2266 600-06-2266	2962619	06/26/2019	33606 33606 33606 33606 33606 33606	140.00 159.95 7.95 7.95 20.85
336.70	AGEMENT	ACCT #100227					
1198	MORLARY CONCRETE PRODUCTS	TONS BASE COURSE MARTIN RD CULVERT INSTALL INVOICE #33744 ACCT #100227	424-11-2633	4362619	06/27/2019	33894 33894	262.18
262.18	BLIGATION BON	ACCT #16784					
2071.20	NIMS CALVANI & ASSOCIATES	CONSTRUCTION ADMINISTRATION FINAL INSTALLMENT FOR THE TORRANCE COUNTY ANIMAL SHELTER ADDITION NMGR INVOICE #16784	621-96-2611	162619	06/26/2019		2071.20
100.00	UTLAY GROSS R	EMDA APPLICATION FEE INVOICE #EMS060119106 ACCT #394849	911-80-2269	2462619	06/26/2019	33814	100.00
100.00	TCH CENTER	ACCT #87120AMB					
2800.00	NM GSD/FED SURPLUS PROPERTY	2008 CHEVROLET IMPALA EMERGENCY MANAGER INVOICE #22365	604-83-2248	4562619	06/27/2019	33887 33887	2800.00

COMMUNICATIONS/EMS TAX 2800.00

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DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
8202	NM LOCKING SYSTEMS	RE-KEY BACK DOOR AT TCPO	401-15-2215	5862619	06/28/2019	33848	138.95
38.95		INVOICE #4827					
2019							
=====							
RATIVE OFFICES	138.95						
8203	ORKIN INC.	JUDICIAL COMPLEX PC STANDARD	401-16-2203	462619	06/26/2019		118.66
18.66		MONTHLY PC SERVICE 06/25/19					
2019		TAX INVOICE #184811902					
		ACCT #31550882					
=====							
COMPLEX MAINT	118.66						
8204	ORKIN INC.	STANDARD MONTHLY PC SERVICE	401-05-2272	562619	06/26/2019		84.96
84.96		SERVICE 06/25/19 TAX					
2019		INVOICE #184811901 ACCT #					
		31462749					
=====							
OMMISSION	84.96						
8205	ORTIZ, JENEA R	CONTINUUM COORDINATOR	635-67-2272	1562619	06/26/2019		2750.00
50.00		GRT JUNE 2019					
2019		INVOICE #12-FY2019					
		ACCT #19-690-15201					
=====							
ENILE JUSTICE	2750.00						
8206	PACIFIC OFFICE AUTOMATION, INC. COMMISSION						
60.32		ROAD		1162619	06/26/2019		668.14
2019		INVOICE #33659549					92.18
		ACCT #1821290					
=====							
OMMISSION	668.14	COUNTY ROAD DEPARTMENT	92.18				
9207	FITNEY BOWES PURCHASE POWER	POSTAGE REFILL ON 6/11/19	401-05-2206	1262619	06/26/2019		1005.00
95.00		ACCT #8000-9090-0137-3179					
2019							
=====							
OMMISSION	1005.00						
3208	PRESBYTERIAN MEDICAL SERVICES	MFHC RPHCA CONTRACT -JULY 2019	616-17-2272	5362619	06/27/2019		5506.92
14.92		FOR MAY 1-31, 2019					
2019		INVOICE #52019					
		MFHC RPHCA CONTRACT-JULY 2019	616-17-2272	5662619	06/27/2019		5508.00
		FOR APRIL 1-30,2019					
		INVOICE #42019					
=====							
ANT FY19	11014.92						
3209	QWEST CORPORATION	FAX LINE CHARGES FROM 05/01/2019	401-40-2207	5562619	06/27/2019		57.10
57.10		TO 05/28/2019					
2019		ACCT#505-384-4362899B					
=====							
SRSSOR	57.10						
3210	REMMEY, WARREN T	REPLACED LEAKY PRESSURE TANK	911-80-2203	862619	06/26/2019		265.50
25.50		WITH NEW ONE					



MONTHLY MAINTENANCE (SEPTEMBER) 911-80-2203

962619 06/26/2019

360.00

PATCH CENTER

625.50

DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
8211	RICH FORD SALES	TIRES FOR 2003 EXPEDITION	604-83-2201	2562619	06/26/2019	33747	528.00
53.14		MOUNT AND BALANCE	604-83-2201	/	/	33747	80.00
2019		4 WHEEL ALIGNMENT	604-83-2201	/	/	33747	89.95
		BATTERY CCA 750	604-83-2201	/	/	33747	155.00
		WORKS OIL CHANGE/SERVICE	604-83-2201	/	/	33747	75.00
		REAR SHOCKS	604-83-2201	/	/	33747	317.16
		LABOR/SHOP COST/TAX	604-83-2201	/	/	33747	209.14
		INVOICE #2023655/1					
		GOODYEAR INTEGRITY TIRES INLCUDE	610-40-2201	4662619	06/27/2019	33942	698.89
		S MOUNT & BALANCE FOR A-01				33942	
		ASSESSORS UNITS A01					
		INVOICE #2024534/1					
		ACCT #31623					
		COUNTY ASSESSOR	698.89				
		ROMERO'S HEATING & COOLING	SERVICE 2 SWAMP COOLERS (REPLACE	6462619	06/28/2019	33909	649.13
8212		PUMPS, BELTS IF NEEDED) UNITS	413-91-2218			33909	
85.97		WILL BE IN WORKING ORDER.				33909	
2019		REMOVE AND REPLACE 1-WATER				33909	
		SPIGOT.				33909	
		TAX	413-91-2218	/	/	33909	36.84
		INVOICE #2019-134					
		PROFESSIONAL SERVICES FOR	401-05-2272	1362619	06/26/2019		2704.69
		JUNE 2019 NM GROSS RECEIPTS TAX					
		COMMISSION	2704.69				
		SAM'S CLUB DIRECT	CAT/DOG FOOD AND TREATS.	5762619	06/27/2019	33828	142.34
8214		BLEACH, DAWN, AIR SPRAY, PLEDGE,	401-82-2216	/	/	33828	387.92
97.70		TRASH BAGS, ZIPLOC BAGS.	401-82-2220			33828	
2019		PAPER TOWELS, TOILET PAPER.	401-82-2229	/	/	33828	67.44
		ACCT #101351006 95910408					
		HELTER	597.70				
		SANDY, KASSANDRA	610-40-2205	6562619	06/28/2019		21.75
3215		6/10/19 PARKING METER					
21.75		6/11/2019 PARKING METER					
2019		TRAINING COLORADO					
		SESSOR	21.75				
		SEDILLO, NICK E.	401-10-2205	5462619	06/27/2019		57.00
3216		NM COUNTIES ANNUAL CONFERENCE					
57.00		TRAVEL TO CLOVVIS NM					
2019							
		ANAGER	57.00				
		SOUND & SIGNAL SYSTEMS OF NM	413-91-2248	6362619	06/28/2019	33771	977.02
3217		INEIRE ALARM CONTROL PANEL, 4-ZONE				33771	
57.01		CLASS B/A; USE CAC-4 FOR CLASS A				33771	
2019		24 VDC, ONE CLASS B/A				33771	79.99
		TAX	413-91-2248	/	/	33771	

ERE ALLOTMENT 1057.01

DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
08218	STAPLES BUSINESS ADVANTAGE	FELLOWES SHREDDER OIL	911-80-2219	2362619	06/26/2019	33914	23.94
193.70		SMEAD FILE FOLDER RIGHT TAB	911-80-2219	/	/	33914	107.92
'2019		100/BOX		/	/	33914	
		PENDAFLEX REINFORCED HANGING	911-80-2219	/	/	33914	61.84
		FILE FOLDERS		/	/	33914	
		INVOICE #3416109513					
		ACCT #70109685					
PATCH CENTER 193.70							
08219	STAPLES BUSINESS ADVANTAGE	FOLDERS, PENS, PAPER, INK.	420-73-2219	3362619	06/26/2019	33922	591.84
191.84		INVOICE #3416109514,3416605969					
'2019		3416393408,3416529172,3416840848					
Y. MONITORING 591.84							
08220	STAPLES BUSINESS ADVANTAGE	CLASSIFICATION FOLDERS, LYSOL,	401-55-2219	6962619	06/28/2019	33911	148.03
.48.03		PNEUMATIC SIT STAND DESK BLACK					
'2019		INVOICE #3416955013					
		ACCT #70109685DAL					
DEPARTMENT 148.03							
08221	STAPLES BUSINESS ADVANTAGE	WIRELESS KEYBOARD AND MOUSE,	401-55-2219	7362619	06/28/2019	33851	189.55
97.93		INVOICE #3414087266 ACCT#					
'2019		DA394849					
		NOTE PAD HOLDER, SPIRAL NOTEBOOK	401-55-2219	7562619	06/28/2019	33716	8.38
		STAINLESS STEEL CORK RULERS					
		INVOICE #3414518022					
		ACCT #DA394849					
DEPARTMENT 197.93							
08222	TAVENNER'S TOWING & RECOVERY	EMERGENCY TOW FOR WRECKED	401-50-2267	3962619	06/27/2019	33946	235.00
35.00		TCSO DODGE RAM UNIT				33946	
2019		INVOICE #8138					
HERIFF 235.00							
8223	TILLERY CHEVROLET GMC INC	FD8	405-91-2201	2162619	/	33713	49.95
12.14		OIL AND FILTER CHANGE	405-91-2201	/	/	33713	115.00
2019		AIR FILTER CHANGE	405-91-2201	/	/	33713	63.80
		TIRE BALANCE AND ROTATION	405-91-2201	/	/	33713	92.42
		SERVICE DRIVE ALIGNMENT	405-91-2201	/	/	33713	
		INVOICE #6056247					
		LUBE AND OIL	604-83-2218	5062619	06/27/2019	33892	790.97
		BATTERY				33892	
		UNIROYAL TIRES (08 IMPALA)				33892	
		LABOR				33892	
		SHOP SUPPLY				33892	
		INVOICE #6056668/1					
RE ALLOTMENT 321.17 COMMUNICATIONS/EMS TAX 790.97							
8224	TJ ENTERPRISES AUTO SUPPLY	RADIATOR FOR MOWER	402-60-2244	7762619	06/28/2019	33753	734.61
34.61		PARTS FOR EQUIPMENT					



DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
08225 490.77 /2019	TJ ENTERPRISES AUTO SUPPLY	OIL AND OIL FILTERS 4 MACK TRUCKS BELTS, OIL, OIL FILTERS, CAPS, NUTS, BOLTS, FLUID, WIPERS, TOWELS, AND SHOP SUPPLIES. ACCT #1187	402-60-2244 402-60-2201 402-60-2244	7862619	06/28/2019 / / / /	33682 33682 33682 33682	1116.16 300.00 1074.61
ROAD DEPARTMENT 2490.77							
08226 056.20 /2019	UTILITY TRAILER INTERSTATE	PARTS FOR BELLY DUMP ON MACK TRUCK - HANGER AXLE INVOICE #02N65980.02 ACCT #5623A	402-60-2244	2262619	06/26/2019	33574 33574	3056.20
ROAD DEPARTMENT 3056.20							
08227 398.09 /2019	VIGIL CONTRACTING SERVICES INC.	FINAL PAYMENTS FOR ANIMAL SHELTER ADDITION PAY APPLICATION 4 PAY APPLICATION 5 NMGRY @6.75% PAY APPLICATION 6 NMGRY @6.75%	621-96-2611	4962619	06/27/2019		31398.09
OUTLAY GROSS R 31398.09							
08228 750.00 /2019	WARE, SIDNEY K	19 DAYS X250 JUNE 2019 INVOICE #147 ACCT #19-690-15201	635-67-2272	662619	06/26/2019		4750.00
JENILE JUSTICE 4750.00							
173	495699.62	/	TOTAL				685.97 VOIDS

\*\* GRAND TOTAL \*\*

495,699.62

\*\*TOTAL

GENERAL FUND

65,841.68

\*\*DEPT

COUNTY COMMISSION

9,819.46

.00

401-05-2203

MAINTENANCE CONTRACTS

668.14

.00

401-05-2206

POSTAGE

1,005.00

.00

401-05-2207

TELECOMMUNICATIONS

199.80

.00

401-05-2208

ELECTRICITY

1,526.28

.00

401-05-2212

PROPERTY/LIABILITY INSURANCE

1,984.41

.00

401-05-2221

PRINTING/PUBLISHING/ADVERTISING

72.39

.00

401-05-2259

MEMBERSHIP DUES/SUBSCRIPTIONS

45.00

.00

401-05-2272

PROFESSIONAL SERVICES

4,318.44

.00

\*\*DEPT

PLANNING & ZONING

468.45

.00

401-08-2201

VEHICLE MAINTENANCE/REPAIR

140.00

.00

401-08-2202

VEHICLE FUEL

141.24

.00

401-08-2207

TELECOMMUNICATIONS

57.00

.00

401-08-2219

OFFICE SUPPLIES

22.42

.00

401-08-2221

PRINTING/PUBLISHING/ADVERTISING

107.79

.00

\*\*DEPT

COUNTY MANAGER

1,794.53

.00

401-10-2202

VEHICLE FUEL

241.44

.00

401-10-2205

MILEAGE/PER DIEM

1,224.24

.00

401-10-2207

TELECOMMUNICATIONS

234.76

.00

401-10-2221

PRINTING/PUBLISHING/ADVERTISING

94.09

.00

\*\*DEPT

ADMINISTRATIVE OFFICES MAINTENANCE

4,457.20

.00

401-15-2202

VEHICLE FUEL

251.84

.00

401-15-2207

TELECOMMUNICATIONS

57.00

.00

401-15-2208

ELECTRICITY

2,649.62

.00

401-15-2215

BUILDING MAINTENANCE/REPAIR

367.28

.00

401-15-2229

PAPER SUPPLIES

1,131.46

.00

\*\*DEPT

JUDICIAL COMPLEX MAINTENANCE

4,509.70

.00

401-16-2203

MAINTENANCE CONTRACTS

118.66

.00

401-16-2208

ELECTRICITY

2,865.05

.00

401-16-2215

BUILDING MAINTENANCE/REPAIR

1,525.99

.00

\*\*DEPT

COUNTY CLERK

324.15

.00

401-20-2205

MILEAGE/PER DIEM

124.65

.00

401-20-2207

TELECOMMUNICATIONS

199.50

.00

\*\*DEPT

HEALTH DEPT BLDG MAINTENANCE

1,424.64

.00

401-24-2208

ELECTRICITY

88.00

.00

401-24-2215

BUILDING MAINTENANCE/REPAIR

1,336.64

.00

\*\*DEPT

COUNTY TREASURER

1,376.98

.00

401-30-2202

VEHICLE FUEL

180.96

.00

401-30-2203

MAINTENANCE CONTRACTS

28.31

.00

401-30-2205

MILEAGE/PER DIEM

57.00

.00

401-30-2207

TELECOMMUNICATIONS

354.52

.00

401-30-2221

PRINTING/PUBLISHING/ADVERTISING

756.19

.00

\*\*DEPT

COUNTY ASSESSOR

107.99

.00

401-40-2207

TELECOMMUNICATIONS

57.10

.00

401-40-2221

PRINTING/PUBLISHING/ADVERTISING

50.89

.00





401-50-2202	VEHICLE FUEL	11,467.90	.00
401-50-2203	MAINTENANCE CONTRACTS	32.58	.00
401-50-2207	TELECOMMUNICATIONS	1,819.41	.00
401-50-2218	EQUIPMENT MAINTENANCE/REPAIR	1,669.19	.00
401-50-2219	OFFICE SUPPLIES	278.85	.00
401-50-2222	FIELD SUPPLIES	30.00	.00
401-50-2236	UNIFORMS	45.00	.00
401-50-2267	TOWING	235.00	.00
401-50-2272	PROFESSIONAL SERVICES	208.00	.00

**DEPT	FINANCE DEPARTMENT	1,544.58	.00
401-55-2205	MILEAGE/PER DIEM	389.27	.00
401-55-2207	TELECOMMUNICATIONS	145.53	.00
401-55-2219	OFFICE SUPPLIES	1,009.78	.00

**DEPT	INFORMATION TECHNOLOGY DEPARTMENT	15,678.21	.00
401-65-2203	MAINTENANCE CONTRACTS	13,638.20	.00
401-65-2207	TELECOMMUNICATIONS	28.50	.00
401-65-2218	EQUIPMENT MAINTENANCE/REPAIR	2,011.51	.00

**DEPT	ANIMAL SHELTER	3,264.94	.00
401-82-2202	VEHICLE FUEL	365.21	.00
401-82-2208	ELECTRICITY	210.40	.00
401-82-2216	ANIMAL FOOD	142.34	.00
401-82-2219	OFFICE SUPPLIES	422.70	.00
401-82-2220	CLEANING SUPPLIES	387.92	.00
401-82-2223	KENNEL SUPPLIES	98.56	.00
401-82-2229	PAPER SUPPLIES	67.44	.00
401-82-2236	UNIFORMS	862.40	.00
401-82-2248	SAFETY EQUIPMENT	332.97	.00
401-82-2272	PROFESSIONAL SERVICES	375.00	.00

**DEPT	PROBATE JUDGE	190.92	.00
401-90-2207	TELECOMMUNICATIONS	28.50	.00
401-90-2219	OFFICE SUPPLIES	162.42	.00
**TOTAL	ROAD FUND	41,095.14	.00

**DEPT	COUNTY ROAD DEPARTMENT	41,040.08	.00
402-60-2201	VEHICLE MAINTENANCE/REPAIR	2,000.39	.00
402-60-2202	VEHICLE FUEL	8,664.20	.00
402-60-2203	MAINTENANCE CONTRACTS	92.18	.00
402-60-2207	TELECOMMUNICATIONS	57.00	.00
402-60-2219	OFFICE SUPPLIES	2,799.24	.00
402-60-2244	MACHINERY MAINTENANCE/REPAIR	7,228.99	.00
402-60-2248	SARETY EQUIPMENT	217.80	.00
402-60-2254	OTHER ROAD PROJECTS	8,350.03	.00
402-60-2256	ROAD MATERIALS	11,630.25	.00

**DEPT	COUNTY ROAD SHOP	55.06	.00
402-61-2221	PRINTING/PUBLISHING/ADVERTISING	55.06	.00
**TOTAL	DISTRICT 5 VFD	4,651.99	.00

**DEPT	STATE FIRE ALLOTMENT	4,651.99	.00
405-91-2201	VEHICLE MAINTENANCE/REPAIR	1,220.65	.00
405-91-2202	VEHICLE FUEL	480.70	.00
405-91-2207	TELECOMMUNICATIONS	45.75	.00
405-91-2208	ELECTRICITY	352.75	.00

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**TOTAL                DISTRICT 2 VPD                6,214.13                .00
**DEPT
406-91-2202            STATE FIRE ALLOTMENT                6,214.13                .00
406-91-2207            VEHICLE FUEL                282.12                .00
406-91-2208            TELECOMMUNICATIONS                45.75                .00
406-91-2209            ELECTRICITY                142.11                .00
406-91-2210            HEATING/GAS/PROPANE                118.30                .00
406-91-2248            WATER/SEWER/TRASH                526.68                .00
406-91-2248            SAFETY EQUIPMENT                5,099.17                .00
**TOTAL                DISTRICT 1 VPD                140.91                .00
**DEPT
407-91-2208            STATE FIRE ALLOTMENT                140.91                .00
407-91-2208            ELECTRICITY                140.91                .00
**TOTAL                DISTRICT 3 VPD                4,351.21                .00
**DEPT
408-91-2201            STATE FIRE ALLOTMENT                4,351.21                .00
408-91-2202            VEHICLE MAINTENANCE/REPAIR                571.82                .00
408-91-2208            VEHICLE FUEL                160.46                .00
408-91-2248            ELECTRICITY                298.93                .00
408-91-2248            SAFETY EQUIPMENT                3,185.00                .00
408-91-2266            TRAINING                135.00                .00
**TOTAL                DISTRICT 4 VPD                1,217.97                .00
**DEPT
409-91-2201            STATE FIRE ALLOTMENT                1,217.97                .00
409-91-2202            VEHICLE MAINTENANCE/REPAIR                738.13                .00
409-91-2208            VEHICLE FUEL                132.95                .00
409-91-2209            ELECTRICITY                112.44                .00
409-91-2248            HEATING/GAS/PROPANE                84.50                .00
409-91-2248            SAFETY EQUIPMENT                149.95                .00
**TOTAL                L.F. PROTECTION FUND                4,520.56                .00
**DEPT
410-50-2222            COUNTY SHERIFF                4,520.56                .00
410-50-2222            FIELD SUPPLIES                4,520.56                .00
**TOTAL                COUNTY FIRE PROTECTION FUND                6,509.53                .00
**DEPT
411-92-2236            1/4% FIRE EXCISE TAX                6,509.53                .00
411-92-2248            UNIFORMS                693.21                .00
411-92-2248            SAFETY EQUIPMENT                4,699.81                .00
411-92-2272            PROFESSIONAL SERVICES                1,116.51                .00
**TOTAL                COUNTY FAIR                1,787.62                .00
**DEPT
412-53-2208            COUNTY FAIR                1,787.62                .00
412-53-2215            ELECTRICITY                151.68                .00
412-53-2272            BUILDING MAINTENANCE/REPAIR                1,185.94                .00
412-53-2272            PROFESSIONAL SERVICES                450.00                .00
**TOTAL                FIRE DEPARTMENT ADMIN                4,257.79                .00
**DEPT
413-91-2202            STATE FIRE ALLOTMENT                4,257.79                .00
413-91-2207            VEHICLE FUEL                897.87                .00
413-91-2208            TELECOMMUNICATIONS                251.25                .00
413-91-2208            ELECTRICITY                187.07                .00

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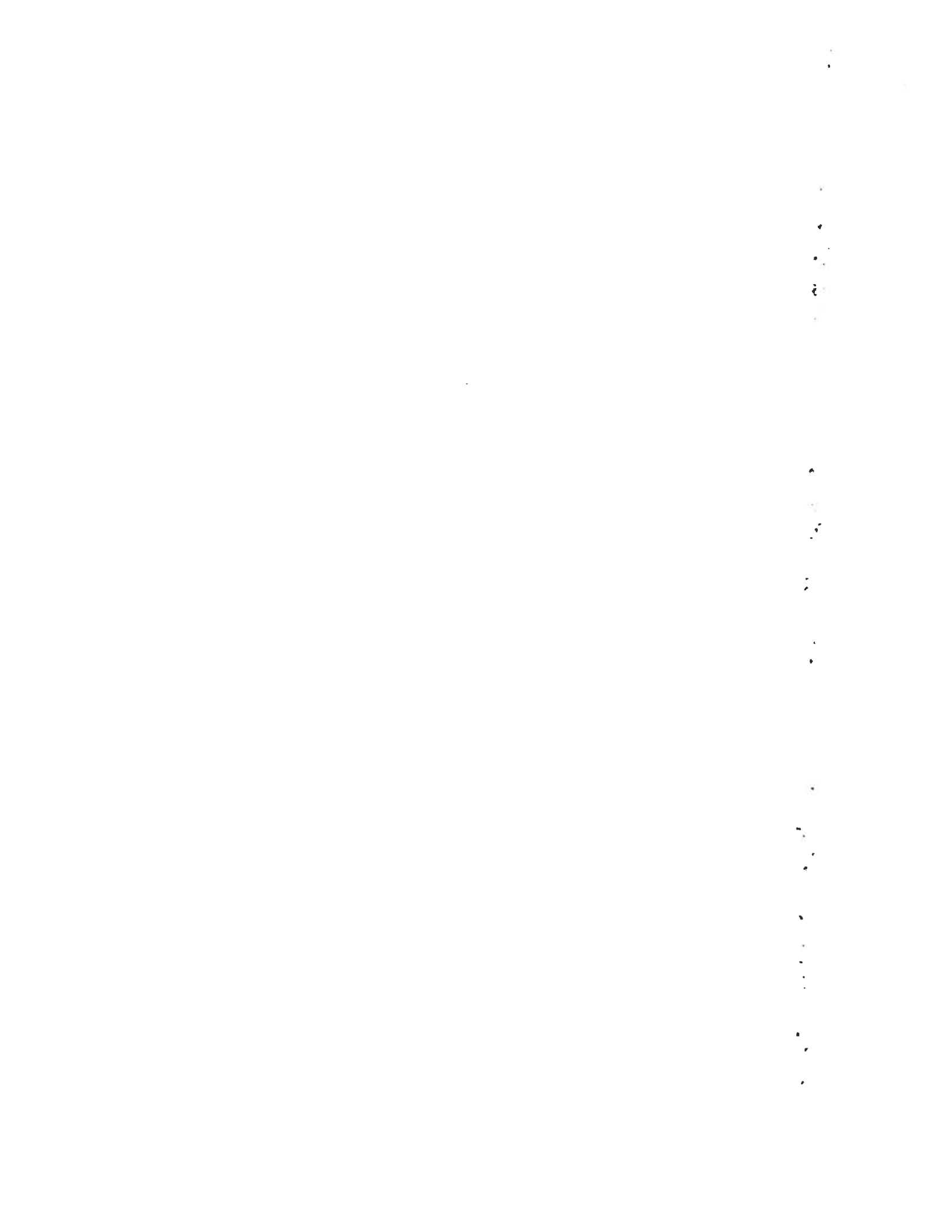
413-91-2248	SAFETY EQUIPMENT	2,236.83	.00
413-91-2266	TRAINING	135.00	.00
**TOTAL	EVS FUND	10,403.04	.00
**DEPT	EVS FUND	10,403.04	.00
415-33-2344	EMS ALLOTMENT	6,936.51	.00
415-33-2346	SUPERIOR AMBULANCE	1,156.83	.00
415-33-2347	TCFD 2	1,156.83	.00
415-33-2349	TCFD 3	1,152.87	.00
	TCFD 5		.00
**TOTAL	DISTRICT 6 VFD	866.98	.00
**DEPT	DISTRICT 6 VFD	866.98	.00
418-91-2201	STATE FIRE ALLOTMENT	866.98	.00
418-91-2202	VEHICLE MAINTENANCE/REPAIR	655.85	.00
418-91-2208	VEHICLE FUEL	135.83	.00
	ELECTRICITY	65.30	.00
**TOTAL	EVSWA CONTRACT	8,988.39	.00
**DEPT	EVSWA CONTRACT	8,988.39	.00
419-05-2292	COUNTY COMMISSION	8,988.39	.00
	EVSWA TIPPING FEES	8,988.39	.00
**TOTAL	JAIL FUND	116,238.40	.00
**DEPT	JAIL FUND	116,238.40	.00
420-70-2172	ADULT INMATE CARE	102,760.00	.00
	CARE OF INMATES	102,760.00	.00
**DEPT	JUVENILE INMATE CARE	9,646.47	.00
420-72-2172	CARE OF INMATES	8,630.00	.00
420-72-2173	INMATE MEDICAL	1,016.47	.00
**DEPT	COMMUNITY MONITORING	2,821.98	.00
420-73-2202	VEHICLE FUEL	77.26	.00
420-73-2207	TELECOMMUNICATIONS	28.50	.00
420-73-2219	OFFICE SUPPLIES	1,691.41	.00
420-73-2272	PROFESSIONAL SERVICES	1,024.81	.00
**DEPT	TRANSPORTATION OF PRISONERS	1,009.95	.00
420-74-2201	VEHICLE MAINTENANCE/REPAIR	471.76	.00
420-74-2236	UNIFORMS	538.19	.00
**TOTAL	GO BOND PROCEEDS	7,852.96	.00
**DEPT	GO BOND PROCEEDS	7,852.96	.00
424-11-2633	GENERAL OBLIGATION BOND	7,852.96	.00
	ROAD CONST/REPAIR & CAPITAL EQUIP	7,852.96	.00
**TOTAL	SAFETY PROGRAM	336.70	.00
**DEPT	SAFETY PROGRAM	336.70	.00
600-06-2266	RISK MANAGEMENT	336.70	.00
	TRAINING	336.70	.00
**TOTAL	CIVIL DEFENSE FUND	7,579.99	.00
**DEPT	CIVIL DEFENSE FUND	7,579.99	.00
604-83-2201	COMMUNICATIONS/EMS TAX	7,579.99	.00
604-83-2202	VEHICLE MAINTENANCE/REPAIR	1,454.25	.00
604-83-2207	VEHICLE FUEL	183.82	.00
604-83-2218	TELECOMMUNICATIONS	60.12	.00
	EQUIPMENT MAINTENANCE/REPAIR	790.97	.00



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**DEPT                                WIND PLTF                    5,342.48
605-09-2271                          CONTRACT - OTHER SERVICES    3,287.90
605-09-2272                          PROFESSIONAL SERVICES        2,054.58
=====
**DEPT                                DMI DISTRIBUTION GRANT FY19  427.86
605-13-2202                          VEHICLE FUEL                 27.86
605-13-2271                          CONTRACT - OTHER SERVICES    400.00
**TOTAL                                TREASURER'S FEE              2,544.69
=====
**DEPT                                COUNTY TREASURER             2,544.69
609-30-2201                          VEHICLE MAINTENANCE/REPAIR   60.59
609-30-2205                          MILEAGE/PER DIEM             6.00
609-30-2219                          OFFICE SUPPLIES              1,416.30
609-30-2221                          PRINTING/PUBLISHING/ADVERTISING 1,061.80
**TOTAL                                PROPERTY VALUATION FUND       9,902.67
=====
**DEPT                                COUNTY ASSESSOR              9,902.67
610-40-2201                          VEHICLE MAINTENANCE/REPAIR   873.89
610-40-2202                          VEHICLE FUEL                  57.90
610-40-2203                          MAINTENANCE CONTRACTS        386.05
610-40-2205                          MILEAGE/PER DIEM             411.75
610-40-2207                          TELECOMMUNICATIONS           342.00
610-40-2221                          PRINTING/PUBLISHING/ADVERTISING 7,831.08
**TOTAL                                CLERK'S EQUIPMENT FUND       516.60
=====
**DEPT                                COUNTY CLERK                  516.60
612-20-2203                          MAINTENANCE CONTRACTS        294.67
612-20-2218                          EQUIPMENT MAINTENANCE/REPAIR  221.93
**TOTAL                                RPHCA GRANT                  11,014.92
=====
**DEPT                                RPHCA GRANT FY19            11,014.92
616-17-2272                          PROFESSIONAL SERVICES          11,014.92
**TOTAL                                COUNTY INFRASTRUCTURE GRT     9,165.76
=====
**DEPT                                INFRASTRUCTURE GROSS RECEIPTS TX 9,165.76
620-94-2215                          BUILDING MAINTENANCE/REPAIR   266.88
620-94-2219                          OFFICE SUPPLIES              8,898.88
**TOTAL                                CAPITAL OUTLAY GROSS RECEIPTS TX 145,940.37
=====
**DEPT                                CAPITAL OUTLAY GROSS RECEIPTS TX 145,940.37
621-96-2611                          CO/BUILDINGS & IMPROVEMENTS  145,940.37
621-96-2613                          CO/ROAD CONSTRUCTION/RECONSTRUCT 2,665.70
**TOTAL                                JUVENILE JUSTICE GRANT       7,500.00
=====
**DEPT                                CYFD JUVENILE JUSTICE GRANT FY19 7,500.00
635-67-2272                          PROFESSIONAL SERVICES          7,500.00
**TOTAL                                RURAL ADDRESSING            28.50
=====
**DEPT                                RURAL ADDRESSING            28.50
675-07-2207                          TELECOMMUNICATIONS           28.50
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**DEPT	COUNTY MANAGER	7,436.08	.00
681-10-2617	CO/EQUIPMENT	7,436.08	.00
**TOTAL	P&Z COURT FEES	237.16	.00
**DEPT	PLANNING & ZONING	237.16	.00
685-08-2202	VEHICLE FUEL	208.66	.00
685-08-2207	TELECOMMUNICATIONS	28.50	.00
**TOTAL	DOMESTIC VIOLENCE GRANT	62.25	.00
**DEPT	MIND PILT	62.25	.00
690-09-2202	VEHICLE FUEL	62.25	.00
**TOTAL	DV VICTIM'S RESTITUTION	141.98	.00
**DEPT	VICTIM RESTITUTION	141.98	.00
691-38-2283	VICTIM SUPPORT	141.98	.00
**TOTAL	TERRN COURT DONATION FUND	168.50	.00
**DEPT	TERRN COURT	168.50	.00
807-25-2257	OUTREACH MATERIALS/SUPPLIES	168.50	.00
**TOTAL	EMERGENCY-911 FUND	2,414.81	.00
**DEPT	911-DISPATCH CENTER	2,414.81	.00
911-80-2203	MAINTENANCE CONTRACTS	625.50	.00
911-80-2208	ELECTRICITY	1,116.44	.00
911-80-2219	OFFICE SUPPLIES	402.01	.00
911-80-2248	SAFETY EQUIPMENT	170.86	.00
911-80-2269	MEMBERSHIP DUES/SUBSCRIPTIONS	100.00	.00
BANK01	US BANK	495,699.62	.00
** BANK TOTALS **		495,699.62	.00



*Agenda Item  
No. 9-B*

10 BOX 70  
205 9th Street  
Estancia, NM 87016  
(505) 544-4700 Main Line (505) 384-5294 Fax  
[www.torrancecountynm.org](http://www.torrancecountynm.org)



**County Commission**  
Commissioner Kevin McCall, District 1  
Commissioner Ryan Schwebach, District 2  
Commissioner Javier E. Sanchez, District 3  
**County Manager**  
Wayne Johnson

**REQUEST TO BE PLACED ON THE TORRANCE COUNTY  
COMMISSION AGENDA**  
This form must be returned to the County Manager's Office **ONLY!**

Deadline for inclusion of an item is **WEDNESDAY, NOON** prior to the subsequent meeting.  
All fields must be filled out for consideration.

Name: Noah Sedillo Purchasing / Clerk  
First Last Department / Company / Organization Name

Today's Date: 7/1/19 Mailing Address: \_\_\_\_\_  
(Departments/employees of Torrance County need not include their address)

Telephone number/Extension: 4730 Fax Number: \_\_\_\_\_  
Would you like this Agenda Faxed to you? Yes No

Email Address: ljaramillo@tcn.m.us  
njsedillo@tcn.m.us

Is this request for the next Commission meeting?  YES  NO If no, date of Commission Meeting: \_\_\_\_\_

Brief explanation of business to be discussed:  
Consent Agenda - Approval to pay unauthorized invoice

Is this a Resolution, Contract, Agreement, Grant Application, Other? N/A

Has this been reviewed by Grant Committee?  YES  NO If yes, corresponding paperwork must be attached.

Has this been reviewed by the County Attorney? YES  NO

If this is a contract, MOU, or Joint Powers Agreement there must be a signature line for the County Attorney on the original contract.

Has this been reviewed by the Finance Dept?  YES  NO Initials: NS

- No-Impact
- Change in current fund
- Raise Budget (allow 45 days after Commission approval)
- Change in funds (allow 45 days after Commission approval)
- Reduction
- Transfer funds (allow 45 days after Commission approval)

Other: \_\_\_\_\_



Ambitions Technology Group  
 201 Third St. NW  
 Suite 720  
 Albuquerque, NM 87102  
 505-234-7700  
 Fax: 888-384-3910

<b>Date</b>
08/31/2018

<b>Bill To</b>
Torrance County
205 9th Street PO Box 48 Estancia, New Mexico 87016 United States

**Invoice Number:** 7267  
**Invoice Date Range:** 08/01/2018 to 08/31/2018  
**Purchase Order Number:** Linda Jaramillo  
**Payment Terms:** Net 30 days  
**Payment Due:** 09/30/2018

Date	Item Description	Type	Resource Name	Quantity	Billable Amount
08/21/2018	Cost Name: NETGEAR GS105E ProSafe 5-Port Gigabit Switch T20180814.0039 Block Hour Consulting (12 hrs/mo) Cost Description: Switch for connecting CK-WebSrv to both SonicWalls.	Ticket Charge		1.00	35.86

**Total Billable Amount** \$35.86  
**Total Taxes** \$2.82  
**Grand Total** **\$38.68**



*Agenda Item  
No. 10-A*

***Torrance County  
Code of Conduct***

## **SECTION 1 – DECLARATION OF POLICY**

The proper operation of county government requires that candidates, elected officials, employees and volunteers of the county be independent, impartial and responsible to the people; that county decisions and policy be made in proper channels of the governmental structure; that public office or the pursuit of public office not be used for personal gain; that the public have confidence in the integrity of its county government; and, that, persons and businesses seeking to contract and contracting with the county abide by the requirements set out herein to prevent conflicts of interest and unfair contracting practices. To assist in attaining these goals, there is established a code of conduct for all candidates, elected officials, employees and volunteers of county government, including members of boards, committees and commissions (hereinafter "candidates and public servants").

The purpose of this code is to establish standards of conduct for all candidates for elected office, public servants, and employees by setting forth those acts or actions which are incompatible with the best interests of the county and by requiring candidates, and public servants to disclose personal interests, financial or otherwise, in matters affecting the county. It is the further purpose of this code to protect county employees and volunteers from undue influence, threats or fear of threat or reprisal with respect to the exercise of their constitutional right to support candidates of their choice.

This code is promulgated under the county's authority to regulate the conduct of candidates, public servants under its control and contractors doing business with the county and prospective contractors. The penalties and remedies are not exclusive, and are complementary to other standards of conduct, including criminal prohibitions, and New Mexico's Governmental Conduct Act, NMSA 1978, § 10-16-1 et seq., which apply to individuals covered by this code. The penalties under the Governmental Conduct Act may be more stringent than this code. Nothing herein shall preempt or prevent law enforcement or other governmental jurisdictions to investigate or pursue penalties for the same course of behavior prohibited under this code.

## **SECTION 2 – RESPONSIBILITY OF PUBLIC OFFICE**

Public servants hold office, employment, or volunteer for the benefit of the public. They are bound to uphold the Constitution of the United States and the New Mexico Constitution; to observe the highest standards of law in the exercise of the powers and duties of their office; to impartially carry out the laws of the nation, state and county; to discharge faithfully the duties of their office regardless of personal considerations; and to recognize that the public interest must be their prime concern.

Public servants have the common obligation of serving the public. In performing their duties, public servants shall treat the public and each other with respect, concern, and responsiveness, recognizing that their common goal of exceptional public service can only be achieved by working together. Disputes that arise among public servants shall be resolved at the lowest possible level; keeping in mind that public money spent on resolving these disputes is money not spent on important public needs.

## **SECTION 3 – DEFINITIONS**

[The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:]

**Business** means a corporation, partnership, sole proprietorship, firm, organization or individual carrying on a business.

**Candidate** means any person who has filed a declaration of candidacy for the position of County Commissioner, Sheriff, Treasurer, Assessor, Probate Judge or Clerk, including the period of time from the filing of the declaration of candidacy through being sworn into the elected office.

**Commissioner interference** means any member of the Board of County Commissioners taking an action that interferes with or infringes on the power, duty and authority granted to the County Manager, staff or other elected official or an act that violates the prohibitions set forth herein. Commissioner interference further means any act by a Commissioner that attempts to delay or override an order, directive or decision made by a majority vote of the Board of County Commissioners.

**Contract** means an agreement or transaction having a value of more than \$1,000.00 with the County of Torrance for:

1. The rendition of services, including professional services.
2. The furnishing of any material, supplies or equipment.
3. The construction, alteration or repair of any public building or public work.
4. The acquisition, sale or lease of any land or building.
5. A licensing arrangement.
6. A loan or loan guarantee.

**Domestic partners** Domestic partners means two adults, capable of consent who have chosen to share one another's lives in an intimate and committed relationship of mutual caring, where both persons have a common residence, and neither person is married to someone else or is a member of another domestic partnership with someone else that has not been terminated, dissolved or adjudged a nullity. The two persons are at least 18 years of age and not related by blood in a way that would prevent them from being married to each other in this state. A "common residence" means that both domestic partners share a common residence. It is not necessary that the legal right to possess the common residence be in both of their names. Two people have a common residence even if one or both have additional residences. Domestic partners do not cease to have a common residence if one leaves the common residence but intends to return.

**Elected official** means the members of the Board of County Commissioners, sheriff, treasurer, assessor, and clerk, but does not include the probate judge.

**Employee** means all persons filling an allocated position of county employment, including appointees of a County Commissioner, the Board of County Commissioners, or any other elected official.

**Employment** means rendering of services for compensation in the form of salary as an employee.

**Family member** means an individual's spouse, parents, children or siblings, by consanguinity or affinity and includes an individual's domestic partner.

**Financial interest** or **substantial financial interest** means an interest held by an individual or the individual's family that is:

1. An ownership interest in business or property greater than 20 percent.
2. Any employment or prospective employment for which negotiations have already begun.



**Gift** means any money, property, real property, personal property, service, license, permit, contract, authorization, loan, travel, entertainment, food, hospitality, gratuity, or any promise of these, or anything of value that is received or given without equivalent consideration or compensation. For purposes of this division, "gift" does not include:

1. Opportunities, benefits, and services that are available on the same conditions as for the general public.
2. Anything for which the elected official, employee or volunteer, or his or her spouse, or family member pays the market value.
3. Any (i) contribution that is lawfully made and reported in accordance with the election code, or (ii) activities associated with a fundraising event in support of a political organization or candidate, unless otherwise prohibited by this code.
4. An award, plaque, certificate, or similar personalized item given in recognition of the official's public, civic, charitable, or professional service.
5. An honorary membership in a service or fraternal organization presented merely as a courtesy by such organization.
6. The use of a public facility or public property made available by a governmental agency for a public purpose.
7. Gifts provided directly or indirectly by a state, regional or national organization whose primary purpose is the promotion of the exchange of ideas between governmental officials or employees or to provide for the professional development or training of such governmental officials or employees.
8. Any gift accepted on behalf of and to be used by the county for the costs of attending public meetings or conferences where elected officials or employees are attending as part of their official duties, including local events and the costs of travel and related expenses associated with attending such events outside of the county.
9. Any gift given by a family member for personal reasons.
10. Food or beverage with a value under \$45.00.

**Official act** means an official decision, recommendation, approval, disapproval or other action that involves the use of discretionary authority.

**Person** means any individual, corporation, partnership, joint venture, association or business organization.

**Political activity** means:

1. Preparing for, organizing or participating in any political meeting, political rally, political demonstration or other political event.
2. Soliciting contributions on behalf of a political candidate or political party including, but not limited to, the purchase of, selling, distributing, or receiving payments for tickets for any political fundraiser, political meeting or other political event.
3. Soliciting, planning the solicitation of, or preparing any document or report regarding anything of value intended as a political contribution.
4. Soliciting votes on behalf of a candidate for elective office or a political organization.

5. Initiating for circulation, preparing, circulating, reviewing or filing any petition on behalf of a candidate for elective office.
6. Preparing or reviewing responses to candidate questionnaires in connection with a campaign for elective office or for or against any referendum question.
7. Campaigning for any elective office.
8. Managing or working on a campaign for elective office.
9. Preparation or design of any campaign materials or any form of media for a candidate for elective office.

***Privileged or confidential information*** means any written or oral material, or electronic data or media related to county government which had not become part of the body of public information and which is designated by statute, rule, court decision, lawful order, ordinance, resolution or custom as privileged, confidential or exempt from disclosure pursuant to the New Mexico Inspection of Public Records Act.

***Public servant*** means elected officials, employees and volunteers of Bernalillo County as those terms are defined herein.

***Restricted donor*** means any person or entity who:

1. Is seeking official action (i) by an elected official or volunteer, or (ii) in the case of an employee by the employee or by an elected official, a county department or an employee's supervisor. Such official actions shall include, but are not limited to, the decisions regarding legislation, employment decisions, contract approval, approval of permits or development plans or any other action or decision that is discretionary with an elected official or employee.
2. Does business with or seeks to do business (i) with the Board of County Commissioners, the county, an elected official or volunteer, or (ii) in the case of an employee, with an employee or his/her department, elected office or an employee's supervisor.
3. Conducts activities regulated (i) by an elected official or volunteer, or (ii) in the case of an employee, with the employee or his/her department or the employee's supervisor.
4. Restricted donor shall not include persons or entities where a direct financial transfer from the entity or person who holds the contract with the county cannot be established.

***Standards*** mean the conduct required by the code of conduct.

***Volunteer*** means any person who is appointed by an individual County Commissioner or by a majority of the Board of County Commissioners to any board, committee or commission for which the individual receives no compensation.

## **SECTION 4 – STANDARDS OF CONDUCT**

### ***A. General ethical standards of public service.***

1. Public servants shall treat their position as a public trust, with a fiduciary duty to use the powers and resources of public office only to advance the public interest and not to obtain personal benefits or pursue private interests.

2. Public servants shall conduct themselves in a manner that justifies the confidence placed in them by the people, at all times maintaining the integrity and discharging ethically the high responsibilities of public service.
3. Full disclosure of real or potential conflicts of interest shall be a guiding principle for determining appropriate conduct. At all times, reasonable efforts shall be made to avoid undue influence and abuse of office in public service.
4. No public servant may request or receive, and no person may offer any money, thing of value or promise thereof, other than any county pay received, that is conditioned upon or given in exchange for promised performance of an official act.

**B. *Improper influence.*** No public servant shall make, participate in making or in any way attempt to use his or her position to influence any county governmental decision or action in which he knows, he or she has reason to know, or should know that he or she or any person within the third degree of relations has any substantial interest. No County Commissioner shall make, participate in making or in any way attempt to use his or her position to influence any hiring decision or other decision regarding employment for any county employee, except for appointees of the County Commissioners, the County Manager, the County Attorney, and the fire chief. It shall be considered improper influence for a Commissioner to participate in the creation of a job description for any county position unless he/she is specifically appointed to do so by the Board of County Commissioners through a resolution presented at a public meeting of the board. This prohibition does not prohibit:

1. A County Commissioner from being listed as a reference for an applicant seeking employment with the county.
2. A County Commissioner from participating in and making comments during any concurrence process related to the selection of deputy County Managers the public information officer, human resources director and the director of the economic development office.
3. A County Commissioner raising his or her concerns regarding the performance or conduct of a deputy County Manager or department director with the County Manager, or stating his or her satisfaction, dissatisfaction, compliment, criticism or concern regarding the actions of a deputy County Manager or department director publicly.
4. A County Commissioner notifying the County Manager or County Attorney, in a confidential communication, of allegations of poor employee performance or employee misconduct and requesting appropriate investigation and action if found by the County Manager to be warranted.

**C. *Prohibited bidding and contracting.***

1. No public servant shall accept a bid or proposal from a person who directly participated in the preparation of the specification, qualifications or evaluation criteria on which the specific

competitive bid or proposal was based.

2. No public servant shall attempt, directly or indirectly, to influence the process or outcome of a competitive bid, proposal or request for a proposal, unless formally or specifically appointed to participate in the bid or proposal process.
3. No elected official or employee shall enter into contracts or obtain financial interests with a person or business that are, or are attempting to have business with the county.
4. No public servant who participated, directly or indirectly in a county procurement process shall seek employment, be an employee, or receive any financial consideration from a person or business contracting or seeking to contract with the county.
5. No public servant shall enter into contracts with, or take any action favorably affecting, any person or business that is represented in the matter by a person who has been an elected official or employee of the county within the preceding year.
6. No person or business who is doing business with the county or seeking to do business with the county shall attempt to influence the outcome of a bid process by contacting any candidate or public servant about a bid or proposal process unless the public servant contacted is formally or specifically appointed to participate in the bid or proposal process and such communication is a part of the bid or proposal process and is documented by the purchasing department in the bid or proposal file. Persons or businesses doing business or seeking to do business with the county shall be required to comply with the provisions of this code of conduct as they apply to their interactions with the county and any violation of the code of conduct requirements are hereby found to be a breach of a county contract they hold and shall be grounds for rejection of any bid or proposal. Any public servant who is contacted by a person or business seeking assistance in influencing the outcome of a bid or proposal shall report that contact with the procurement officer.

**D. *Receiving and soliciting gifts.*** No candidate, or public servant shall intentionally solicit or accept a gift or gifts with a market value greater than \$100.00 from any restricted donor within a calendar year. No candidate or public servant shall intentionally solicit or accept a gift or gifts in violation of any federal or state statute or regulation, or any county ordinance, rule or regulation. This ban applies to and includes family members of the candidate, elected official, employee or volunteer. No restricted donor shall intentionally offer or make a gift that violates this restriction. Any candidate or public servant who accepts a gift subject to the conditions of this section shall not allow receipt of the gift to influence in any way the execution or integrity of their official actions or decisions.

**E. *County-owned property.*** No public servant shall engage in or permit the unauthorized use of county-owned property for any political activity or in violation of any county policy. No county employee or elected official shall receive county property at their personal residence or private place of business. The County Manager shall establish a policy regarding the tracking and storage of all county-owned property.

**F. *Use or disclosure of privileged information.*** No public servant shall use or disclose privileged or confidential information gained in the course of or by reasons of his or her position or employment, other than: (i) in the performance of his or her official duties; (ii) as may be required by law; or (iii) as permitted by this code of conduct.

**G. *Conflicts of interest.***

1. Official act for personal financial interest.
  - a. It is unlawful for public servant to take an official act for the primary purpose of directly enhancing or improving their financial interest or financial position.
  - b. A public servant shall be disqualified from engaging in any official act directly affecting their or their family members' substantial financial interest.
  - c. No elected official during the term for which elected, and employee or volunteer during the period of their service shall acquire a substantial financial interest when they believe or should have reason to believe that the new substantial financial interest will be directly affected by the officer's or employee's official act.
2. No public servant shall make, or participate in making, any county governmental decisions with respect to any matter in which the public servant or their family member has any substantial financial interest.
3. Any employee who has a conflict of interest as described in subsections (1) and (2) above shall advise his or her supervisor of the conflict or potential conflict in writing. The immediate supervisor may ask for guidance on the nature of the potential conflict from the County Manager or County Attorney, if it is determined there is a conflict the supervisor shall either:
  - a. Assign the matter to another employee.
  - b. Require the employee to eliminate the substantial interest giving rise to the conflict and only thereafter shall the employee continue to participate in the matter.
  - c. It shall not be considered a violation of this code of conduct where an employee timely discloses his or her potential conflict of interest and complies with the direction of his or her supervisor.
4. Any public servant, while acting in a quasi-judicial, legislative or adjudicative role, shall disclose the potential conflict of interest and shall disqualify themselves from participating in any official act, including any substantive discussion or vote. Any elected official may ask guidance on potential conflicts of interests from the County Attorney.
5. ***Interest in county business.***
  - a. No public servant shall have any substantial financial interest in his or her own name, or in the name of any other, in any contract, work or business of the county or in the sale of any article, whenever the expense, price or consideration

of the contract, work, business or sale is paid with funds belonging to or administered by the county. Compensation for property taken pursuant to the county's eminent domain power shall not constitute a substantial interest within the meaning of this section if sold pursuant to a process of competitive bidding following public notice. No public servant shall have a substantial financial interest in the purchase of any property that: (i) belongs to the county; or (ii) is sold for taxes or assessment; or (iii) is sold by virtue of legal process at the suit of the county.

- b. For purposes of subsection (a) "substantial financial interest" shall not include the interest of the spouse of a public servant which interest is related to the independent occupation, profession or employment of the spouse.
- c. The county shall not enter into a contract with a public servant or with their family or with a business in which they or their family has a substantial interest unless the public servant has disclosed through public notice to the county clerk their substantial interest and unless the contract is awarded pursuant to a competitive process; provided that this section does not apply to salary for the elected office or employee compensation by the county. A person negotiating or executing a contract on behalf of the county shall exercise due diligence to ensure compliance with the provisions of this section.

#### **H. *Political activity.***

- 1. No candidate or public servant shall compel, coerce or intimidate any elected official, volunteer or employee to make, or refrain from making, any political contribution. No candidate or public servant shall directly solicit any political contribution from county employees or immediate family of county employees. Nothing in this subsection shall be construed to prevent any candidate or public servant from voluntarily making a contribution or receiving a voluntary contribution.
- 2. No candidate or elected official shall accept any campaign contribution for a county office in excess of \$1,000.00, per primary, general or special election, from any restricted donor or in violation of any federal or state statute or regulation, or any county ordinance, rule or regulation. This ban applies to and includes immediate family members of the restricted donor. No restricted donor shall offer or make a contribution that violates this division. No candidate or elected official shall accept a campaign contribution from an individual or group of individuals when the candidate or elected official knows, or has reason to believe, that the original source of the campaign contribution was a restricted donor.
- 3. No employee with contract management authority or property management authority shall serve as a paid political consultant or as a member of the political fundraising committee of any elected official or candidate for federal, state, city or county office.
- 4. No employee shall be permitted to serve as a paid campaign consultant, paid campaign treasurer or paid campaign manager for a candidate for federal, state, city or county office.

5. No employee shall be permitted to receive more than \$250.00 in reimbursement from any political campaign or political candidate, in any 12-month period.
  6. County employees shall not perform any political activity while at work and during any compensated time, other than annual leave, personal leave, holidays or other time off. Public servants shall not use any county property or resources for any political activity for the benefit of any campaign for elective office or any political organization.
  7. At no time shall any public servant solicit or require any employee to perform any political activity: (i) as part of the employee's county duties; (ii) as a condition of county employment; or (iii) during any time off that is compensated by the county (such as annual leave, personal leave or holidays).
  8. At no time shall any public servant: (i) threaten to deny a promotion or pay increase to a county employee who does or does not vote for certain candidates; (ii) require an employee to contribute a percentage of the employee's pay to a political fund; (iii) influence a subordinate employee to purchase a ticket to a political fundraising dinner or similar event; or, (iv) advise an employee to take part in political activity or similar activities.
  9. No county employee shall be directly or indirectly coerced or attempt to coerce another county employee to pay, lend or contribute anything of value to a party, committee, organization, agency or person for a political purpose.
  10. A county employee shall not be awarded any additional compensation or employment benefit in the form of a salary adjustment, promotion, or continued employment in consideration for the employee's participation in any political activity.
  11. Nothing in this section prohibits activities that are otherwise appropriate for a county employee to engage in as a part of his official county employment duties or activities that are undertaken by an employee on a voluntary basis as permitted by law.
  12. Nothing in this section shall be construed to in any way restrict or abridge an employee's freedom of speech as guaranteed by the United States Constitution's First Amendment during non-work hours.
- I. **Honoraria.** No public servant may request or receive an honorarium for a speech or service rendered that relates to the performance of public duties. For the purposes of this section, "honorarium" means payment of money, or any other thing of value in excess of \$100.00, but does not include reasonable reimbursement for meals, lodging or actual travel expenses incurred in making the speech or rendering the service, or payment or compensation for services rendered in the normal course of a private business pursuit.

**J. *Outside employment.*** Pursuant to the county personnel ordinance, an employee shall disclose in writing to the employee's respective office or employer all employment engaged in by the employee other than the employment with or service to the county and must receive written approval of that outside employment.

**K. *Prohibited employment.*** It is unlawful for an employee who is participating directly or indirectly in the contracting process to become or to be, an employee or contractor for any person or business contracting with the county.

**L. *Prohibited Sales.***

1. An elected official or employee shall not sell, offer to sell, coerce the sale of or be a party to a transaction to sell goods, services, construction or items of tangible personal property directly or indirectly through their family or a business in which the elected official or employee has a substantial interest, to an employee supervised by the elected official or employee. An elected official or employee shall not receive a commission or shall not profit from the sale or a transaction to sell goods, services, construction or items of tangible personal property to an employee supervised by the elected official or employee. The provisions of this subsection shall not apply if the supervised employee initiates the sale. It is not a violation of this subsection if an elected official or employee, in good faith, is not aware that the employee to whom the goods, services, construction or items of tangible personal property are being sold is under their supervision.
2. An elected official or employee shall not sell, offer to sell, coerce the sale of or be a party to a transaction to sell goods, services, construction or items of tangible personal property, directly or indirectly through their family or a business in which the public officer or employee has a substantial interest, to a person over whom the elected official or employee has regulatory authority.
3. An elected official or employee shall not receive a commission or profit from the sale or a transaction to sell goods, services, construction or items of tangible personal property to a person over whom they have regulatory authority.
4. An elected official or employee shall not accept from a person over whom they have regulatory authority an offer of employment or an offer of a contract in which the elected official or employee provides goods, services, construction, items of tangible personal property or other things of value to the person over whom they have regulatory authority.

**M. *Prohibited contributions; financial service contractors.***

1. A business that contracts with the county to provide financial services involving the investment of public money or issuance of bonds for public projects shall not knowingly contribute anything of value to an elected official or employee of the county who has authority over the investment of public money or issuance of bonds, the revenue of which is used for public projects.



2. An elected official or employee of the county that has authority over the investment of public money or issuance of bonds, the revenue of which is used for public projects, shall not knowingly accept a contribution of anything of value from a business that contracts with the county to provide financial services involving the investment of public money or issuance of bonds for public projects.
3. For the purposes of this section:
  - a. "Anything of value" means any gift as prohibited by the code of conduct.
  - b. "Contribution" means a donation or transfer to a recipient for the personal use of the recipient, without commensurate consideration.

**N. *Contracts involving former elected officials and employees.***

1. The county shall not enter into a contract with, or take any action favorably affecting, any person or business that is:
  - a. Represented personally in the matter by a person who has been an elected official or employee of the county within the preceding year if the value of the contract or action is in excess of \$1,000.00 and the contract is a direct result of an official act by the elected official or employee.
  - b. Assisted in the transaction by a former elected official or employee of the county whose official act, while in county employment, directly resulted in the county's making that contract or taking that action.
  - c. A former public officer or employee shall not represent a person in the person's dealings with the county on a matter in which the former public officer or employee participated personally and substantially while a public officer or employee.
2. For a period of one year after leaving county service or employment, a former elected official or employee shall not represent for pay a person before the county.

**O. *Commissioner interference.***

1. It is the intention of this section that the Board of County Commissioners shall act in all matters as a body, and it is against the spirit of this division for any of its members to seek to influence the official acts of the County Manager, or any employee under the jurisdiction of the County Manager, or to interfere in any way with the performance of employees under the jurisdiction of the County Manager in the performance of their duties.
2. No individual County Commissioner shall order or direct the appointment of any person, except as specifically authorized by state law or county ordinance, to employment or removal therefrom by the County Manager or any deputy County Manager or department director.

3. No individual County Commissioner shall give orders or directives to any subordinates of the County Manager.
4. County Commissioners shall deal with employees under the jurisdiction of the County Manager solely through the County Manager except:
  - a. For matters related to a direct request from a Commissioner by a constituent related to an issue from that Commissioner's district (e.g. repair of pothole or street light within the Commissioner's district. In the event of this situation the Commissioner may directly contact an employee under the jurisdiction of the County Manager to request assistance for the constituent. However, the Commissioner shall not direct the means, manner or method for resolving the dispute or demand resolution within a set timeframe). The Commissioner shall inform the County Manager if the corrective action is not satisfactory.
  - b. In connection with an investigation being conducted by the Board of County Commissioners and the Commissioner contacting an employee under the jurisdiction of the County Manager has been delegated by a majority vote of the Board of County Commissioners to head the investigation.
  - c. In connection with the procurement of goods or services only when the Commissioner has been appointed by a majority vote of the Board of County Commissioners to serve on the selection committee.
  - d. In connection with the hiring process of the County Manager, County Attorney or fire chief.
  - e. For routine requests for information and inquiries where staff is asked for information that is readily available to the general public on a regular basis (e.g. What are the library hours of operation?).
  - f. For non-routine requests for readily available information where staff is asked to gather readily available information that may not be routinely requested by the general public (e.g. How many traffic lights are in the unincorporated area of the county?).
  - g. Non-routine requests requiring special effort where staff is required to compile information that is not readily available or easily retrievable and/or that requests staff to express an opinion (legal or otherwise). These requests should ordinarily be directed to the County Manager or County Attorney, as appropriate. However, circumstances may dictate the need to contact staff directly to handle the requests and in such case the request shall be submitted by email and a copy sent to the County Manager and County Attorney. (e.g. How many studies were conducted last year that involved more than 500 hours of staff time? Or What is the logic behind the county's night skies ordinance?). The County Manager or County Attorney shall be responsible for distributing such requests to his/her staff for follow-up. Responses to such requests shall be copied to all members of the

Board of County Commissioners and shall include the name of the member of the board making the request.

- h. Any request made by a Commissioner to the County Attorney through an attorney-client communication shall not be subject to the procedure listed in subpart g. above.
1. Any county employee or elected official who has information that a Commissioner has, or may have violated a provision of this division, shall report the violation to the County Manager or the County Attorney.

## **SECTION 5 – REPORTING VIOLATIONS OF THE CODE OF CONDUCT**

- A. Any person who has reason to believe the code of conduct has been violated may report the suspected violation in the following manner:
  1. By submitting to the County Manager, a sworn and signed complaint alleging facts which, if true, would constitute a violation of this code. The sworn complaint must identify the specific section(s) of the code allegedly violated and the facts that support such a violation. The complaint must include the complainant's name and contact information. Complaints will handled in the following manner:
    - a. If the complaint involves allegations against a county employee, the County Manager, County Attorney, and human resources director shall investigate the complaint to determine if there is enough evidence to support the allegation(s). The County Manager may, at their discretion, hire an independent investigator to review the allegations. Violations of this code by county employees shall be considered violations of the county's Personnel Ordinance and subject to discipline up to and including termination per the Personnel Ordinance.
    - b. If the complaint involves allegations against a county elected official other than a Commissioner, the County Manager and County Attorney shall investigate the complaint to determine if there is enough evidence to support the allegation(s). The County Manager may, at their discretion, hire an independent investigator to review the allegations. If the allegation(s) are found to be supported by a preponderance of the evidence, the County Manager shall present the findings to the Board of County Commissioners at the board's next regular meeting.
    - c. If the complaint involves allegations against a County Commissioner, the County Manager shall convene a review board of three (3) officials with government ethics, legal, management, or human resources experience to review the complaint. The review board shall have the authority to dismiss the complaint or to order an independent investigation by a licensed investigation firm. If the allegation(s) are found to be supported by a preponderance of the evidence, the investigator shall present the findings to the Board of County Commissioners at

the board's next regular meeting.

- B. All sworn and signed complaints are public records and shall be made available in accordance with the provisions of the Inspection of Public Records Act.
- C. The complaints shall be served by the County Manager on the respondent within three business days of receipt. Service of all documents required under this section or by review board may be done by electronic delivery and return receipt.
- D. Given the Board of County Commissioners and other county elected officials' commitment to open, ethical and transparent government, reporting a good faith complaint for a known violation of the code of conduct by a public servant shall afford that person all the protections of the non-retaliation provision of this code and the protections contained in the Whistleblower Protection Act.

## **SECTION 6 – RIGHT OF APPEAL**

Any decision of a violation of this code, with respect to an elected official, candidate or volunteer may be appealed to the Seventh Judicial District Court. Any decision regarding an employee shall be covered by the terms of the county's Personnel Ordinance.

## **SECTION 7 – NON-RETALIATION**

The Board of County Commissioners does not tolerate retaliation against any person who has reported a violation of this code or of other county ordinances or state laws when made in good faith. This non-retaliation provision applies whether the complaint is ultimately determined to be well founded or unfounded. All county personnel and elected officials are specifically prohibited from taking any adverse employment action or other retaliatory action against anyone in retaliation for reporting a good faith claim of violation. Anyone who feels that they have been retaliated against in violation of this policy should submit a sworn complaint to the County Manager setting forth the claim of retaliation.

A complainant's report of facts may be regarded as being covered by the Whistleblower Protection Act, NMSA 1978, 10-16(c)-1, et seq., and the county shall not retaliate against a complainant for filing a complaint. However, in regard to county employees, merely filing a complaint shall not provide immunity, or protection from county actions related to the complainant's own misconduct, poor job performance, a reduction in work force or other legitimate business purpose. The county reserves the right to act in the public interest in balancing the rights of complainant to bring forward charges of misconduct while maintaining orderly and efficient operations of county government.

If after and independent investigation, the County Manager finds that a complaint for violation of the code submitted by an employee is without merit and was made with an intent to harm, harass or intimidate the subject of the complaint, the employee shall be subject to discipline up to and including termination per the Torrance County Personnel Ordinance. For complaints of violations not covered by the code found to be without merit, the County Manager and the County Attorney may determine if a complaint was made with the intent to harm, harass or intimidate the subject and may take disciplinary

action.

## **SECTION 8 – SEVERABILITY**

The provisions of this division are severable, and if any provision, sentence, clause, section, or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstance, the illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, sentences, clauses, sections or parts of this division or their application to the persons or circumstances. It is hereby declared to be the intent of the Board of County Commissioners that this division would have been adopted if such illegal, invalid, or unconstitutional provision, sentence, clause, section, or part had not been included therein, and if the person or circumstances to which this division or part thereof is inapplicable had been specifically exempted therefrom.



*Agenda Item  
No. 11-A*

TORRANCE COUNTY  
RESOLUTION NUMBER \_\_\_\_\_

**A Resolution Designating the Polling Places and Consolidation of Precincts;  
Voting Convenient Centers for the 2019 Local Election, the 2020 Primary  
Election and 2020 General Election**

**WHEREAS**, the New Mexico Statutes Annotated 1978, Section 1-3-2, requires that no later than June or July of each odd-numbered year, the Board of County Commissioners shall by resolution designate the polling places of each precinct that shall provide individuals with physical mobility limitations an unobstructed access to at least one voting machine; and

**WHEREAS**, the New Mexico Statutes Annotated 1978, Section 1-3-4, states that precincts may be consolidated by the Board of County Commissioners for Local, Primary and General Elections. When precincts are consolidated for Local, Primary and General Elections, the resolution shall state which precincts have been consolidated and the designation of the polling place. In addition, any voter of the county shall be allowed to vote in any consolidated precinct polling location in the county; each consolidated precinct shall be composed of no more than ten precincts; each consolidated precinct shall comply with the provisions of Section 1-3-7 NMSA 1978; and each consolidated precinct shall have broadband internet connection and real-time access to the statewide voter registration electronic management system.

**WHEREAS**, Laws 2019, Chapter 212, Section 277 permits the Board of County Commissioners to amend the 2017 Polling Place Resolution to designate the polling places for the 2019 Regular Local Election if they are to be different from the places used for the 2018 General Election.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of County Commissioners designates the polling places for the 2019 Local Election and all statewide elections in 2020 and 2021 as follows:

**Precincts Consolidated to Create Voting Convenience Centers (VCC)**

(Any voter of the county shall be allowed to vote on a regular ballot at any Voter Convenience Center in the County.)

<u>Precincts included in Consolidated Precinct</u>	<u>Polling Place(s)/Voting Convenience Center(s) Within Consolidated Precinct</u>
--	---

1 and 2	Estancia High School Gym 709 Hopewell, Estancia, N.M. 87016
3	Torreón Community Center 18 Torreón Heights Rd., Torreón N.M. 87061
4	Manzano Center 04 Community Center Rd, Manzano, NM 87036
5 and 17	Moriarty-Edgewood Schools Admin. Building 2422 US Route 66, Moriarty, N.M. 87035
6 ,13, 18 and 19	Moriarty Civic Center 202 Broadway Ave., Moriarty, N.M. 87035
7, 14 and 15	McIntosh Fire Station 757 Salt Mission Trail, McIntosh, N.M. 87032
8	Willard Community Center 520 N. Becker Ave., Willard, N.M. 87063
9 and 10	Dr. Saul Community Center 111 N. Roosevelt, Mountainair, N.M. 87036
11	Encino Community Center 527 A North Main Street Encino, N.M. 88321
16	Tajique Community Center 8636 Hwy 55 Tajique, N.M. 87016

<b>Traditional Voting Precinct (Pre-Printed Ballots)</b>	
12	Duran Fire Station 19 Vidal Street Duran, N.M. 88319
<b>ABSENTEE/EARLY VOTING (For Information Only)</b>	
ALL PRECINCTS	Torrance County Admin. Building 205 9 <sup>TH</sup> Street, Estancia, N.M. 87016
<b>ALTERNATE VOTING SITE (For Information Only)</b>	
ALL PRECINCTS	Moriarty Civic Center 202 Broadway Ave., Moriarty, N.M. 87035

<b>MOBILE VOTING (For Information Only)</b>	
ALL PRECINCTS	Dr. Saul Community Center 111 N. Roosevelt, Mountainair, N.M. 87036



ALL PRECINCTS	<b>McIntosh Fire Station</b> 757 Salt Mission Trail, McIntosh, N.M. 87032
ALL PRECINCTS	<b>Moriarty-Edgewood Schools Admin. Building</b> 2422 US Route 66, Moriarty, N.M. 87035

Passed this 10<sup>th</sup> of July, 2019

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Ryan Schwebach, Chairman

\_\_\_\_\_  
Javier Sanchez, Vice Chair

\_\_\_\_\_  
Kevin McCall-Member

**ATTEST:**

\_\_\_\_\_  
Linda Jaramillo-County Clerk



*Agenda Item  
No. 12-A*



*Agenda Item  
No. 12-B*



*Agenda Item  
No. 12-C*





*Agenda Item  
No. 12-D*

**MEMORANDUM OF AGREEMENT**

Between

**New Mexico Department of Health**

. And

**County of Torrance**

This Agreement entered into between New Mexico Department of Health (DOH) and **County of Torrance**, the entity providing services (Entity).

## IT IS AGREED BETWEEN THE PARTIES

**1. PURPOSE**

The purpose of this agreement is to provide primary health care services in underserved areas of New Mexico.

**2. SCOPE OF WORK**

The Entity shall perform the following work:

- A. Ensure the provision of primary care services in underserved areas of the state by providing the following:
  - 1. Annual Projected Level of Operations forms
  - 2. Contract Action Plan, which must include:
    - a. Estimated level of services
    - b. Staffing
    - c. Hours of operation, including after-hours coverage and emergency care
    - d. Prenatal care services
    - e. Family planning services
    - f. Dental services
    - g. Behavioral health services
    - h. Ancillary services
    - i. Specialty clinics
    - j. Referral relationships with EMS (emergency medical services), hospital, dental, behavioral health, and other services
    - k. Integration methods for improving coordination of care across settings
    - l. Collaboration with public and private providers, school-based health centers, and tribal programs to maximize delivery of primary care health care services
    - m. Recruitment and retention plan for healthcare providers, including:
      - 1. Total dollar amount of RPHCA funding used towards healthcare provider salaries and benefits.
      - 2. Total dollar amount of RPHCA funding used towards healthcare provider recruitment (*This amount reflects recruitment efforts/methods, such as how much is used for advertisement of positions, recruitment agencies, etc. If using New Mexico Health Resources to recruit and/or post job listings, please indicate.*)
      - 3. Rate of retention of healthcare providers at the clinic (*On average, how many years are providers staying? If providers are leaving, are they leaving to another clinic within the community, to another New Mexico community, or leaving New Mexico?*)

- n. Governing Board and/or Local/Regional Advisory Board information
  - o. Evaluation methods
  - p. Other pertinent information
3. Submit a detailed Quality Improvement/Assurance (QI/QA) Plan for each clinic site ensuring that it includes:
    - a. Clinical services and management services.
    - b. Systematic collection and evaluation of patient records.
    - c. Periodic assessment of the appropriateness of the utilization of services and the quality of services provided.
- B. Submit data and reports through the Online RPHCA Reporting System by providing:**
1. Monthly Level of Operations Data for each clinic site for services provided in the previous month. Should the actual level of services fall below 90% of the projected level for a period exceeding 60 days the contract may be renegotiated including reviewing and adjusting the amount of payment.
  2. Summary Monthly Narrative Report on the status of the activities toward accomplishment of the scope of work, any significant issues and changes, and progress toward meeting the Annual Projected Level of Operation projections.
- C. Ensure policies and procedures states that no person will be denied services because of their inability to pay. These policies and procedures should address the provision of services to medically indigent persons below poverty not covered by third party payors and those between 100 percent and 200 percent of poverty guidelines without third party coverage. The facility must also:**
1. Post a notice in a conspicuous location in the patient waiting area that a sliding fee discount is available to eligible persons with income up to 200 percent of poverty and are not covered by third party payors, and
  2. Advertise in the community, local media and other areas that a sliding fee discount is available to eligible persons with income up to 200 percent of poverty and are not covered by third party payors.
- D. Assess all patients without third party coverage for Medicaid eligibility, and participate, as appropriate, in on-site Medicaid eligibility determination, presumptive eligibility and Early Periodic Screening, Diagnosis, and Treatment (EPSDT).**
- E. Review Medicaid and Medicare reimbursements to assure maximization of generated revenues and, if appropriate, participate in reimbursement programs under the Rural Health Clinic Services Act or Federally Qualified Health Centers Certification.**
- F. Maintain for inspection the appropriate and most current facility licensure from the AGENCY Health Facility Licensing & Certification Bureau by providing:**
1. Current Operator's License.
  2. Current New Mexico professional licenses or certifications, and Board certification if applicable, for all service providers whose salaries or contracts or contracts are supported in whole or part by RPHCA funds.

- G. Authorize the AGENCY access to all Health Resources and Services Administration (HRSA) documentation (if HRSA funded) regarding:
1. Site visit reports and findings relating to the operation of the health centers.
  2. Scheduled visits by HRSA. Notify the AGENCY in advance of the HRSA visit.
- H. Participate in clinic site visit(s) conducted by the AGENCY.
- I. Participate and complete the New Mexico Health Resources, Inc. Annual Salary Surveys and Quarterly Vacancy Surveys regarding health care recruitment and retention.
- J. Work with the County and/or Tribal Community Health Improvement Council(s) to ensure coordination of its work with the Council's health improvement plan and activities.
- K. Ensure majority of governing Board shall be consumers of the primary health care services it provides and is generally representative of the target population it serves.
- L. Ensure diversity of programs and structure, and that programs offered meet the Federal cultural and linguistic access standards to better serve the target population.
- M. Display the AGENCY and RPHCA as a funding source by:
1. Posting notice in a conspicuous location in the facility's patient waiting area stating the funding source.
  2. Posting on CONTRACTOR websites stating the funding source.

#### Reporting and Invoicing

- N. Submit for AGENCY approval the Annual Project Level of Operations forms, Contract Action Plan, and Quality Improvement/Assurance Plan by the third (3<sup>rd</sup>) working day in August in each fiscal year.
- O. Submit for AGENCY approval the Monthly Level of Operations and Summary Monthly Narrative Report by the second (2<sup>nd</sup>) Friday of each month in each fiscal year.
- P. Submit for AGENCY approval a monthly invoice for the previous completed month's services by the third (3<sup>rd</sup>) working day of each month in each fiscal year.

#### Performance Measures

CONTRACTOR shall substantially perform and report annually the following Performance Measures:

- Q. Program Performance Accountability: Expand health care access in rural and underserved areas. Report will address:
1. Total number of medical and dental encounters at community-based primary care centers.
  2. Number of medical and dental encounters that are Medicaid, Medicare, private insurance, self-pay.



**R. Population Based Accountability: Improve health outcomes for the people of New Mexico.**

**Objective:** To prevent or reduce diabetes complications through improved quality of clinical care and increased access to services to ensure healthier living (*DOH FY19 Strategic Plan*). Report will address:

1. Extent of HbA1c testing for patients with diabetes (*how much is done?*);
2. Percent of patients with HbA1c levels less than 9% (*how well it was done?*); and
3. Change measured against calendar 2017 baseline and subsequent data (*Is anyone better off?*).

**S. Notify the AGENCY in writing within 30 days of receipt of official notification of:**

1. Changes in funding to support the activities identified in this contract from the following types of sources: state, federal, private foundation grants or contracts. The AGENCY may reevaluate the need for financial assistance.
2. Changes to points of contact.

**T. Performance will be monitored and evaluated by periodic on-site work reviews, review of narrative and data reports, and scheduled consultations with the AGENCY.**

**U. Failure to comply with above items A-T may result in payment delays and the AGENCY will reevaluate the need for financial assistance.**

**HCUA –TORRANCE COUNTY  
BASIC PRIMARY CARE SUPPORT  
BUDGET**

<b>Deliverables</b>	<b>FY20</b>	<b>Grand Total</b>
Baseline Reports (4) - Annual Projected Level of Operations; Contract Action Plan; Quality Improvement/Assurance Plan; and Report on Extent of HbA1c testing for patients with diabetes for each reporting clinic site, received and approved by AGENCY by the third (3rd) working day in August, with an invoice not to exceed a total of \$11,100.00.	\$11,100.00	\$11,100.00
Monthly Services - A monthly invoice equivalent to 1/12 draw, which represents adherence to the requirements outlined in the scope of work, received and approved by AGENCY by the third (3rd) working day of each month, in the amount of \$7,502.00 not to exceed a total of \$90,024.00.	\$90,024.00	\$90,024.00
<b>TOTAL BUDGET</b>	<b>\$101,124.00</b>	<b>\$101,124.00</b>

3. **ADMINISTERING AGENCY**  
The administering agency is the DOH.

4. **COMPENSATION**

- A. **The total amount payable to the Entity under this Agreement, including gross receipts tax and expenses, shall not exceed \$101,124.00. This amount is a maximum and not a**

**guarantee that the work assigned to Entity under this Agreement to be performed shall equal the amount stated herein.**

- B. The DOH shall pay to the Entity in full payment for services satisfactorily performed based upon deliverables, such compensation not to exceed \$101,124.00 (as set forth in Paragraph A) including gross receipts tax if applicable. Payment is subject to availability of funds as appropriated by the Legislature to the DOH and to any negotiations between the parties from year to year pursuant to Article 2, Scope of Work. All invoices **MUST BE** received by the DOH no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date **WILL NOT BE PAID**. Invoices shall be submitted monthly. The Entity shall submit to the DOH at the close of each month a signed invoice reflecting the total allowable costs incurred during the preceding month. No invoices will be reimbursed unless submitted within thirty (30) days after the last day of the month in which services were performed.
- C. The Entity must submit a detailed statement accounting for all services performed and expenses incurred. If the DOH finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Entity that payment is requested, it shall provide the Entity a letter of exception explaining the defect or objection to the services, and outlining steps the Entity may take to provide remedial action. Upon certification by the DOH that the services have been received and accepted, payment shall be tendered to the Entity within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the DOH shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

**5. PROPERTY**

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

**6. CLIENT RECORDS AND CONFIDENTIALITY**

- A. The Entity shall protect the confidentiality, privacy and security of all confidential information and records and shall not release any confidential information to any other third party without the express written authorization of the client when the record is a client record, or the DOH.
- B. The Entity shall maintain complete confidential records for the benefit of clients, sufficient to fulfill the provisions of the Scope of Work, and to document the services rendered under the Scope of Work. All records maintained pursuant to this provision shall be available for inspection by the DOH.

**7. FUNDS ACCOUNTABILITY**

The Entity shall maintain detailed time and expenditure records, which indicate the date, time, nature, and cost of services rendered during the Agreement term and retain them for a period of three (3) years from the date of final payment under the Agreement. The records shall be subject to inspection by the DOH, the Department of Finance and Administration and the Office of the State Auditor. The DOH shall have the right to audit billings both before and after payment; payment under this Agreement shall not foreclose the right of the DOH to recover excessive or illegal payments.

**8. LIABILITY**

As between the parties, each party will be responsible for claims or damages arising from personal injury or damage to persons or tangible property to the extent they result from negligence of its employees, subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et seq., NMSA 1978, as amended.

**9. TERMINATION OF AGREEMENT**

This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the DOH's sole liability upon such termination shall be to pay for acceptable work performed prior to the Entity's receipt of the notice of termination, if the DOH is the terminating party, or the Entity's sending of the notice of termination, if the Entity is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Entity shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Entity if the Entity becomes unable to perform the services contracted for, as determined by the DOH or if, during the term of this Agreement, the Entity or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to insufficient appropriation by the Legislature to the DOH. ***THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE STATE'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE ENTITY'S DEFAULT/BREACH OF THIS AGREEMENT.***

**10. APPLICABLE LAW**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978 Section 38-3-1(G). By execution of this Agreement, the Entity 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. The parties agree to abide by all state and federal laws and regulations.

**11. PERIOD OF AGREEMENT**

This Agreement shall be effective upon approval of both parties, whichever is later and shall terminate on **June 30, 2020** or as stated in **ARTICLE 9, Termination of Agreement**. Any and all amendments shall be made in writing and shall be agreed to and executed by the respective parties before becoming effective.

**12. FEDERAL GRANT OR OTHER FEDERALLY FUNDED AGREEMENTS.**

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

- or attempting to influence an officer or employee of any Department, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection of any applicable Federal contract, grant, loan, or cooperative agreement, the Entity shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- B. **Suspension and Debarment.** For contracts which involve the expenditure of Federal funds, each party represents that neither it, nor any of its management or any other employees or independent Entities who will have any involvement in the services or products supplied under this Agreement, have been excluded from participation in any government healthcare program, debarred from or under any other Federal program (including but not limited to debarment under the Generic Drug Enforcement Act), or convicted of any offense defined in 42 U.S.C. Section 1320a-7, and that it, its employees, and independent Entities are not otherwise ineligible for participation in Federal healthcare or education programs. Further, each party represents that it is not aware of any such pending action(s) (including criminal actions) against it or its employees or independent Entities. Each party shall notify the other party immediately upon becoming aware of any pending or final action in any of these areas.
- C. **Political Activity.** No funds hereunder shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.
- D. **Grantor and Entity Information.**
1. If applicable, funding under this agreement is from the Catalog of Federal Domestic Assistance (CFDA) Program:
    - i. CFDA Number – N/A
    - ii. Program Title – N/A
    - iii. AGENCY/OFFICE – N/A
    - iv. GRANT NUMBER – N/A
  2. ENTITY'S Dun and Bradstreet Data Universal Numbering System Number (DUNS Number) is N/A
- E. **Entity Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Sept. 2013)[Federal Grant funded projects only].**
1. This Agreement and employees working on this Agreement will be subject to the whistleblower rights and remedies in the pilot program on Entity employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L.112-239) and FAR 3.908.
  2. The Entity shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
  3. The Entity shall insert the substance of this clause, including this paragraph (3), in all subcontracts over the simplified acquisition threshold.
- F. For contracts and subgrants which involve the expenditure of Federal funds for amounts in excess of \$150,000, requires the Entity to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- G. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) —** For contracts which involve the expenditure of Federal funds, Entities that apply or bid for an contract exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer

or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

- H. For contracts which involve the expenditure of Federal funds, Entity must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

**New Mexico Department of Health**

**Entity**

By: \_\_\_\_\_  
Authorized Signature Designee

By:  \_\_\_\_\_

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

Date: 6/25/19 \_\_\_\_\_

Certified For Legal Sufficiency:

By: \_\_\_\_\_  
Department of Health  
Assistant General Counsel

By:  \_\_\_\_\_

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

Date: 6/25/19 \_\_\_\_\_



*Agenda Item  
No. 12-E*

**MEMORANDUM OF AGREEMENT**

Between

**New Mexico Department of Health**

And

**Torrance County**

This Agreement entered into between the New Mexico Department of Health (DOH) and the Torrance County, the entity providing services (Entity).

**IT IS AGREED BETWEEN THE PARTIES****1. PURPOSE**

The purpose of this agreement is to provide continued technical assistance and financial resources for the Cities Readiness Initiative (CRI) partners within the Albuquerque Metropolitan Statistical Area (MSA). The Albuquerque MSA includes the counties of Bernalillo, Torrance, Sandoval, and Valencia as well as the cities of Albuquerque and Rio Rancho. The CRI is a Centers for Disease Control and Prevention (CDC) funded program, to prepare major U.S. cities and metropolitan areas for an effective response to a large scale public health emergency. This emergency preparedness includes readiness for the mass distribution of CDC Strategic National Stockpile (SNS) Medical Countermeasures (MCM) within the MSA.

**2. SCOPE OF WORK\***

The Entity shall perform the following work:

<b>TASK #</b>	<b>TASK</b>	<b>DELIVERABLES</b>	<b>DUE DATE</b>
1.	Collaborate with the DOH and the partners to ensure that the CRI operates as a single planning jurisdiction in preparation for any public health emergency that requires the distribution and dispensing of Medical Countermeasures (MCM).	The signature of the City or County representative on the Single Planning Jurisdiction letter of agreement.	On or before 5/31/2020
2.	Assign personnel to attend and participate in CRI/MCM related training, that includes: <ul style="list-style-type: none"> <li>• Overall CRI Planning Elements</li> <li>• Management of Operations</li> <li>• Local to State Request Procedures</li> <li>• Point of Dispensing (POD) MCM request procedures</li> <li>• Tactical communication planning</li> <li>• Public Information and communication</li> <li>• Security operations</li> <li>• Inventory Management</li> </ul>	Signatures on the registration/sign-in rosters.	On or before 5/31/2020



	<ul style="list-style-type: none"> <li>• Distribution Operations</li> <li>• Hospital and Alternate Care Facilities Coordination</li> <li>• At-risk and Functional Needs Planning</li> <li>• Volunteer Management</li> </ul>		
3.	Conduct quarterly call-down, assembly, and/or activation drills that include organizational staff identified for medical countermeasure distribution and dispensing operations.	Forward documentation to DOH representing quarterly call down drills including: call down messages, call down rosters, and notification/acknowledgement documentation for submission on the Data Collection & Recording System (DCARS).	On or before 5/31/2020
4.	Perform quarterly tests of all communication systems (other than those used in the quarterly call-downs or activations) and networks.	Forward documentation of quarterly communication systems and network testing.	On or before 5/31/2020
5.	Participate in DOH/CRI sponsored and scheduled exercise and/or drills.	Personnel signature(s) on the sign-in log(s) or rosters collected from exercises and/or drills.	On or before 5/31/2020
6.	Essential personnel participate in the annual DOH Partners in Preparedness Conference.	Personnel signature(s) on registration/ sign-in log(s).	On or before 5/31/2020
7.	Review Crimson Contagion lessons learned.	Recommendations for changes to CRI emergency preparedness planning and response, based on the After-Action Report.	On or before 5/31/2020
8.	During the contract period, create a final Cold Chain Management plan that includes partners of the jurisdiction.	Provide a final plan to DOH for approvals.	On or before 5/31/2020

\* The deliverables may be modified during the contract period by mutual agreement to meet emerging or changing federal grant requirements.

3. **ADMINISTERING AGENCY**

The administering agency is the DOH.

4. **COMPENSATION**

A. **The total amount payable to the Entity under this Agreement, including gross receipts tax and expenses, shall not exceed (\$11,000.00). This amount is a maximum and not a guarantee that the work assigned to Entity under this Agreement to be performed shall equal the amount stated herein.**

- B. The DOH shall pay to the Entity in full payment for services satisfactorily performed at the rate of \$11,000.00, **BASED UPON DELIVERABLES**, such compensation not to exceed \$11,000.00 (as set forth in Paragraph A) including gross receipts tax if applicable. Payment is subject to availability of funds as appropriated by the Legislature to the DOH and to any negotiations between the parties from year to year pursuant to Article 2, Scope of Work. All invoices **MUST BE** received by the DOH no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date **WILL NOT BE PAID**. Invoices shall be submitted monthly. The Entity shall submit to the DOH at the close of each month a signed invoice reflecting the total allowable costs incurred during the preceding month. No invoices will be reimbursed unless submitted within thirty (30) days after the last day of the month in which services were performed.

**BUDGET:**

<b>TASK #</b>	<b>DELIVERABLES</b>	<b>BUDGET AMOUNT</b>	<b>FUNDING SOURCE</b>
1.	The signature of the City or County representative on the Single Planning Jurisdiction letter of agreement.	\$1,000.00	DOHBT2013
2.	Signatures on the registration/sign-in rosters.	\$1,000.00	DOHBT2013
3.	Forward documentation to DOH representing quarterly call down drills including: call down messages, call down rosters, and notification/acknowledgement documentation for submission on the Data Collection & Recording System (DCARS).	\$1,500.00	DOHBT2013
4.	Forward documentation of quarterly communication systems and network testing.	\$1,500.00	DOHBT2013
5.	Personnel signature(s) on the sign-in log(s) or rosters collected from exercises and/or drills.	\$1,500.00	DOHBT2013
6.	Personnel signature(s) on registration/ sign-in log(s).	\$1,500.00	DOHBT2013
7.	Recommendations for changes to CRI emergency preparedness planning and response, based on the AAR.	\$1,500.00	DOHBT2013
8.	Provide a final plan to BHEM for approvals.	\$1,500.00	DOHBT2013
<b>TOTAL</b>		<b>\$11,000.00</b>	

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

**5. PROPERTY**

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

**6. CLIENT RECORDS AND CONFIDENTIALITY**

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

**7. FUNDS ACCOUNTABILITY**

The Entity shall maintain detailed time and expenditure records, which indicate the date, time, nature, and cost of services rendered during the Agreement term and retain them for a period of three (3) years from the date of final payment under the Agreement. The records shall be subject to inspection by the DOH, the Department of Finance and Administration and the Office of the State Auditor. The DOH shall have the right to audit billings both before and after payment; payment under this Agreement shall not foreclose the right of the DOH to recover excessive or illegal payments.

**8. LIABILITY**

As between the parties, each party will be responsible for claims or damages arising from personal injury or damage to persons or tangible property to the extent they result from negligence of its employees, subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et seq., NMSA 1978, as amended.

**9. TERMINATION OF AGREEMENT**

This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the DOH's sole liability upon such termination shall be to pay for acceptable work performed prior to the Entity's receipt of the notice of termination, if the DOH is the terminating party, or the Entity's sending of the notice of termination, if the Entity is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Entity shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Entity if the Entity becomes unable to perform the services contracted for, as determined by the DOH or if, during the term of this Agreement, the Entity or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to insufficient appropriation by the Legislature to the DOH. **THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE STATE'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE ENTITY'S DEFAULT/BREACH OF THIS AGREEMENT.**

**10. APPLICABLE LAW**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978 Section 38-3-1(G). By execution of this Agreement, the Entity 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. The parties agree to abide by all state and federal laws and regulations.

**11. PERIOD OF AGREEMENT**

This Agreement shall be effective upon approval of both parties, whichever is later and shall terminate on **June 30, 2020** or as stated in **ARTICLE 9, Termination of Agreement**. Any and all amendments shall be made in writing and shall be agreed to and executed by the respective parties before becoming effective.

**12. FEDERAL GRANT OR OTHER FEDERALLY FUNDED AGREEMENTS**

- A. Lobbying. The Entity shall not use any funds provided under this Agreement, either directly or indirectly, for the purpose of conducting lobbying activities or hiring a lobbyist or lobbyists on its behalf at the federal, state, or local government level, as defined in the Lobbyist Regulation Act, NMSA 1978, Sections 2-11-1, et. seq., and applicable federal law. No federal appropriated funds can be paid or will be paid, by or on behalf of the Entity, or any person for influencing or attempting to influence an officer or employee of any Department, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, or the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any Department, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection of any applicable Federal contract, grant, loan, or cooperative agreement, the Entity shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- B. Suspension and Debarment. For contracts which involve the expenditure of Federal funds, each party represents that neither it, nor any of its management or any other employees or independent Entities who will have any involvement in the services or products supplied under this Agreement, have been excluded from participation in any government healthcare program, debarred from or under any other Federal program (including but not limited to debarment under the Generic Drug Enforcement Act), or convicted of any offense defined in 42 U.S.C. Section 1320a-7, and that it, its employees, and independent Entities are not otherwise ineligible for participation in Federal healthcare or education programs. Further, each party represents that it is not aware of any such pending action(s) (including criminal actions) against it or its employees or independent Entities. Each party shall notify the other party immediately upon becoming aware of any pending or final action in any of these areas.
- C. Political Activity. No funds hereunder shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.
- D. Grantor and Entity Information.
1. If applicable, funding under this agreement is from the Catalog of Federal Domestic Assistance (CFDA) Program:
    - i. CFDA Number – 93.036
    - ii. Program Title – TP19-1901 PHEP COOPERATIVE AGREEMENTS

- iii. AGENCY/OFFICE – US Department of Health and Human Services/Centers for Disease Control and Prevention
  - iv. GRANT NUMBER – To Be Determined
  - 2. ENTITY’S Dun and Bradstreet Data Universal Numbering System Number (DUNS Number) is 095746517.
- E. Entity Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Sept. 2013) [Federal Grant funded projects only].
1. This Agreement and employees working on this Agreement will be subject to the whistleblower rights and remedies in the pilot program on Entity employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
  2. The Entity shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
  3. The Entity shall insert the substance of this clause, including this paragraph (3), in all subcontracts over the simplified acquisition threshold.
- F. For contracts and sub grants which involve the expenditure of Federal funds for amounts in excess of \$150,000, requires the Entity to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- G. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) — For contracts which involve the expenditure of Federal funds, Entities that apply or bid for a contract exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- H. For contracts, which involve the expenditure of Federal funds, Entity must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

**New Mexico Department of Health**

**Torrance County**

By: \_\_\_\_\_  
Authorized Signature Designee

By: \_\_\_\_\_

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

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

**Certified For Legal Sufficiency:**

By: \_\_\_\_\_  
Department of Health  
Assistant General Counsel

By: \_\_\_\_\_

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

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



*Agenda Item  
No. 12-F*





## **Business Associate Agreement**

This Business Associate Agreement (“Agreement”) is entered into between Falling Colors and Torrance County (“Vendor”) (together, “the Parties”).

### **Recitals**

WHEREAS, the Parties desire to enter into this Agreement in order to comply with the various privacy and security regulations adopted by the U.S. Department of Health and Human Services (“HHS”) at 45 C.F.R. Parts 160 and 164, as promulgated by HHS in accordance with the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”); the Health Information Technology for Economic and Clinical Health Act of 2009 (the “HITECH Act”); as well as related and similar applicable state medical privacy rules (all together referred to as “the HIPAA Requirements”);

WHEREAS, in connection with such services, both Falling Colors and VENDOR may variously meet the definition of a “Covered Entity” or a “Business Associate” under the HIPAA Requirements;

NOW THEREFORE, in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

#### **1. Definitions**

Unless otherwise provided in this Agreement, all terms shall have the same meanings set forth in the HIPAA Requirements. References to Protected Health Information (“PHI”) shall be construed to include Electronic Protected Health Information. References to PHI shall be construed to mean any PHI created or accessed by VENDOR after such PHI has been transmitted through any means to FC.

#### **Specific definitions:**

- (a) **Department.** “Department” shall mean in this Agreement the State of New Mexico Human Services Department.
- (b) **References.** All references in this Agreement to any “Section” (including the symbol §) are understood to reference 45 C.F.R..

#### **2. Obligations and Activities of Parties**

##### **A. Falling Colors:**



- (a) Shall not use or further disclose PHI received from VENDOR other than as permitted or required by the Contract or as otherwise required or permitted by law, including § 164.502, and shall limit all necessary disclosures of PHI to the minimum necessary;
- (b) Shall use appropriate safeguards and comply with the HIPAA Requirements with respect to electronic PHI, to prevent use or disclosure of such PHI other than as provided by the Contract;
- (c) Shall report to VENDOR any use or disclosure of PHI not provided for by the Contract of which it becomes aware, including breaches of unsecured PHI as required by § 164.410;
- (d) Shall ensure, in accordance with § 164.502(e)(1)(ii), and 164.308(b)(2), as applicable, that any subcontractor or agent creating, receiving, maintaining, or transmitting PHI on behalf of Falling Colors agrees to the same restrictions and conditions that apply to Falling Colors with respect to such information;
- (e) Shall make PHI available in accordance with § 164.524;
- (f) Shall make PHI available for amendment, and incorporate any such amendments to PHI, in accordance with § 164.526;
- (g) Shall maintain information adequate to be able to provide an accounting of disclosures to an individual requesting such information in accordance with § 164.528, and shall provide such accounting as required by law compliance with Article 5(g) hereto;
- (h) May use PHI to report violations of law to appropriate federal and state authorities, consistent with 45 CFR § 164.502(j).
- (i) Shall report in writing to VENDOR any Breach of PHI of which it is aware within five business days of discovery of the breach; and shall provide VENDOR with all information required by § 164.410 that Falling Colors has or may obtain without unreasonable difficulty or expense;
- (j) May use PHI to provide data aggregation services as permitted by the HIPAA Requirements, and may de-identify PHI.
- (k) Shall, to the extent the business associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and
- (l) Shall make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.
- (m) Expressly makes no warranties or representations that VENDOR's compliance with this Agreement, or with the HIPAA Requirements, is adequate or satisfactory for VENDOR's own, or for Falling Colors', purposes.

#### **B. VENDOR:**

- (a) Shall not use or further disclose PHI received from Falling Colors other than as permitted or required by the Contract or as otherwise required or permitted by law, including § 164.502, and shall limit all necessary disclosures of PHI to the minimum necessary;



- (b) Shall use appropriate safeguards and comply with the HIPAA Requirements with respect to electronic PHI, to prevent use or disclosure of such PHI other than as provided by the Contract;
- (c) Shall report to Falling Colors any use or disclosure of PHI not provided for by the Contract of which it becomes aware, including breaches of unsecured PHI as required by § 164.410;
- (d) Shall ensure, in accordance with § 164.502(e)(1)(ii), and 164.308(b)(2), as applicable, that any subcontractor or agent creating, receiving, maintaining, or transmitting PHI on its behalf or on behalf of Falling Colors agrees to the same restrictions and conditions that apply to VENDOR with respect to such information;
- (e) Shall make PHI available in accordance with § 164.524;
- (f) Make PHI available for amendment, and incorporate any such amendments to PHI, in accordance with § 164.526;
- (g) Shall maintain information adequate to be able to provide an accounting of disclosures to an individual requesting such information in accordance with § 164.528, and shall provide such accounting as required by law and in compliance with Article 5(g) hereto;
- (h) may use PHI to report violations of law to appropriate federal and state authorities, consistent with 45 CFR § 164.502(j);
- (i) To the extent VENDOR is to carry out one or more of Falling Colors' obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s);
- (j) Shall make its internal practices, books, and records available to the Secretary or to Falling Colors for purposes of determining compliance with the HIPAA Rules.
- (k) Shall immediately notify Falling Colors of any changes to any aspect of its business that could affect its compliance with the HIPAA Requirements;
- (l) Shall immediately notify Falling colors of any changes in, or revocation of, the permission by any individual to use or disclose that individual's PHI, to the extent that such changes could affect Falling Colors' use or disclosure of such PHI;
- (m) Shall immediately report in writing to Falling Colors any Breach of PHI of which it is aware within five business days of discovery of the breach; and shall provide Falling Colors with all information required by § 164.410 that VENDOR has or may obtain without unreasonable difficulty or expense;
- (n) Inform Falling Colors of any restriction on the use or disclosure of PHI that VENDOR has agreed to or is required to abide by under § 164.522 to the extent such restriction could affect Falling Colors' use of PHI;
- (o) Shall not make any disclosures, or permit any contractor or agent to make any disclosures, that would be a violation of the HIPAA Requirements if made by Falling Colors;
- (p) Understands that with regard to all PHI in its possession, compliance with the HIPAA Requirements is its own sole responsibility, and that it is solely responsible for all of its own decisions regarding PHI.

### **3. Termination**



- (a) Termination for Cause. Falling Colors reserves the right to terminate this Agreement if it determines that VENDOR has violated a material term of the Agreement and has not cured the breach or ended the violation within a reasonable time;
- (b) Obligations of VENDOR Upon Termination. Upon termination of this Agreement for any reason, with regard to PHI received from Falling Colors, if any, VENDOR shall retain only that PHI that is necessary for VENDOR to continue its proper management and administration or to carry out its legal responsibilities;
- (c) Obligations of Falling Colors upon Termination. Upon termination of this Agreement for any reason, Falling Colors shall be permitted to retain PHI received from VENDOR to the extent consistent with the HIPAA Requirements and necessary for Falling Colors' continued operation and business activities.

#### 4. Indemnification

- (a) Indemnification. To the fullest extent permitted by law, VENDOR agrees to indemnify and hold harmless Falling Colors and Falling Color's officers, directors, employees, agents, successors and assigns (each "Indemnitee" and collectively "Indemnitees") from and against all claims, demands, liabilities, judgments or causes of action of any nature for any relief, elements of recovery or damages recognized by law (including, without limitation, attorney's fees, defense costs, costs related to mitigation and equitable relief), for any damage or loss incurred by an Indemnitee arising out of, resulting from, or attributable to (1) any HIPAA Breach and or State Breach experienced by VENDOR, its subcontractors, or its agents, and (2) any act, omission, negligence, or misconduct of VENDOR, any VENDOR Subcontractor or any agent of VENDOR in connection with the performance of the duties, representations and obligations of VENDOR, its Subcontractors, and its Agents. To the extent permitted by law, VENDOR shall be fully liable to Falling Colors for any acts, failures, or omissions of its Subcontractors and agents in furnishing the services as if they were the VENDOR's own acts, failures, or omissions. This indemnity shall not be construed to limit Falling Color's rights, if any, to common law indemnity or any equitable remedy.
- (b) Survival. The rights and obligations set forth in this Article 4 shall survive termination of this Agreement and the Contract, and Falling Colors reserves the right, at its option and expense, to participate in the defense of any suit or proceeding through counsel of its own choosing.

#### 5. Miscellaneous

- (a) Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- (b) Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.



- (c) Interpretation. Any ambiguity in this Agreement shall be interpreted to permit and require compliance with the HIPAA Rules.
- (d) Survival. The obligations of the Parties under this Section shall survive the termination of this Agreement.
- (e) No Third-Party Beneficiaries. The Parties agree that the terms of this Agreement shall apply only to themselves and are not for the benefit of any third-party beneficiaries.
- (f) De-Identification Retention of Rights. To the fullest legal extent, Falling Colors retains any and all rights to de-identify or aggregate data and retains all rights to any proprietary information, confidential information, and PHI it releases to VENDOR or any other entity.
- (g) Individual Requests for Information. With regard to Individuals' requests for PHI or accounting of disclosures, Falling Colors shall have no obligation to respond to such requests unless VENDOR is unable to respond in a manner that complies with § 164.524. If Falling Colors is required to respond to any such request, VENDOR shall reimburse Falling Colors for all reasonable expenses incurred by Falling Colors in responding to individual requests for information as a result of VENDOR'S inability to respond. This section shall survive the expiration or termination of this Agreement and shall remain in effect so long as Falling Colors maintains PHI received from VENDOR.
- (h) Mitigation. If VENDOR violates this Agreement, the HIPAA Requirements, state medical record privacy laws, or State Breach Laws, VENDOR shall promptly take all reasonable steps to mitigate any damage caused by such violation. VENDOR shall admit no negligence, fault, or liability by Falling Colors as part of its mitigation efforts.
- (i) Insurance. VENDOR shall maintain at its own expense errors and omissions insurance covering itself for claims, losses, liabilities, judgments, settlements, lawsuits, and other damages arising out of its performance under this Agreement, and any negligent or otherwise wrongful acts or omissions by VENDOR or any of its employees or agents, including by way of example and not limitation, any HIPAA Breach and/or State Breach experienced by VENDOR. Such insurance shall list Falling Colors as an additional insured and shall provide limits of liability in the minimum amount of \$1/3 million. Upon Falling Color's request, VENDOR or its agent shall provide Falling Colors with certificates of insurance evidencing the existence of all coverage required hereunder. VENDOR shall require its insurance carriers or agents to provide Falling Colors with, and VENDOR shall also provide Falling Colors with, not less than ninety (90) days prior written notice of any material change in such insurance policies.
- (j) Amendments. Any change or amendment to this Agreement shall be made in writing and signed by an authorized representative of both Parties.
- (k) Choice of Law. The rights and obligations of the Parties hereunder shall be governed and constructed under the laws of the State of New Mexico without regard to applicable conflict of laws principles.



- (l) Assignment. Falling Colors retains the right to assign or delegate any of its rights or obligations under this Agreement to any of its wholly owned subsidiaries, affiliates, or successor companies.
- (m) Nature of Agreement. Nothing in this Agreement shall be construed to create (i) a partnership, joint venture, or other joint business relationship between the Parties or any of their affiliates; (ii) any fiduciary duty owed by one Party to the other or any of its affiliates; or (iii) a relationship of employer and employee between the Parties.
- (n) Notices. Any notice required under this Agreement shall be given in a manner fully calculated to ensure that the receiving party is aware of the nature and contents of the notice in a timely fashion, and may be made through electronic or other means.
- (o) Severability. The provisions of this Agreement shall be severable, and if any provision of this Agreement is held or declared to be illegal, invalid, or unenforceable, the remainder of the Agreement shall continue in full force and effect as though such illegal, invalid or unenforceable provision had not been contained herein.
- (p) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Signatures to this Agreement transmitted by facsimile, electronic mail, or by any other electronic means intended to preserve the essential form of the document will have the same force and effect as physical execution and delivery of the paper document bearing the original signature.

\_\_\_\_\_  
Vendor Signature  
Title:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Falling Colors Signature  
Title: General Manager

\_\_\_\_\_  
Date

**CLIENT SERVICES TREATMENT AGREEMENT  
COLLABORATIVE MEMBER AGENCY NON-MEDICAID SERVICES**

Torrance County

**FY20**

THIS CLIENT SERVICES TREATMENT AGREEMENT FOR THE BEHAVIORAL HEALTH COLLABORATIVE MEMBER AGENCIES NON-MEDICAID SERVICES (this "Agreement") is entered into by and between FALLING COLORS CORPORATION ("Falling Colors"), and VENDOR ("Vendor"). THE PARTIES MUTUALLY AGREE:

**Definitions**

In this Agreement, the following terms shall be understood to carry the following meanings:

1. **Behavioral Health Billed Projects:**

A 'Project' is defined as specific funding for a clearly defined intention with a target population and approved service mix under which one or more providers may be participating. Projects can be supported by multiple funding streams as defined by the Collaborative.

2. **BHSDStar System:**

An information management system integral to the operation of non-Medicaid behavioral health services which supports multiple functions, including but not limited to registration of Vendors and Clients, billing and data reporting. All references to the BHSDStar System shall be understood to include any future version or iteration of the BHSDStar System, as well as any complementary or ancillary system, developed by Falling Colors for the Collaborative.

3. **Business Days:**

Monday through Friday, except for State of New Mexico Holidays.

4. **Client:**

For purposes of this Agreement, a person who is a victim/survivor, perpetrator, or child witness of domestic abuse who is receiving, has received, or is eligible to receive services through this Agreement.

5. **Collaborative or The Interagency Behavioral Health Purchasing Collaborative:** The Collaborative, established pursuant to NMSA 1978, §9-7-6.4, is responsible for planning, designing and directing the statewide Behavioral Health System.

6. **Credentials:** Eligibility or licensure of an individual to perform services provided they have met specified qualifications and defined requirements.
7. **Collaborative Members or Member Agencies:** The agencies which are members of the Collaborative and which are able to and elect to fund non-Medicaid Behavioral Health services through the ASO under this Agreement. The members individually are referred to as a Member Agency.
8. **Deemed Credentialed:**  
Vendors who are credentialed with a New Mexico Medicaid Managed Care Organization at the time this Agreement is signed will be considered to represent current credentialing or recredentialing with Falling Colors.
9. **State Scope of Work (SOW):** A description of the agreed upon terms of work to be completed in the execution of the Agreement. The SOW may or may not include a fee schedule in addition to or in place of a description of work.
10. **Vendor Manual:**  
A resource for behavioral health vendors and providers, updated periodically, to communicate any pertinent information to providers of non-Medicaid behavioral health services.

## **ARTICLE 1**

Once executed by Falling Colors, this Agreement shall become effective on the date it is executed, July 1, 2017, or when the Collaborative signs an Administrative Services Organization contract with Falling Colors, whichever is later.

## **ARTICLE 2**

### **SCOPES OF WORK (STATE SOW); ENTIRE AGREEMENT**

#### **A. STATE SOW**

The Vendor shall deliver the behavioral health projects and perform the work described in the State SOW. If the Vendor is delivering more than one behavioral health project there will be a State SOW section within the BHSDStar system for each project for which the Vendor is permitted to be reimbursed by Falling Colors through Collaborative funding sources.

The State SOW can be attached to this agreement or detailed in the BHSD Star system. Vendor must attest either electronically or in writing to be bound by the SOW in BHSDStar system. In some cases, a SOW will not be applicable in which case a fee schedule will be provided.

#### **B. AGREEMENT**



This Agreement, any State SOW, and the Vendor Manual which are incorporated herein by this reference, constitute the entire Agreement between the parties with respect to the subject matter hereof and supersedes all other communications, whether written or oral.

Vendor understands that the State SOW and the Vendor Manual may be updated from time to time and understands that execution of this Agreement also constitutes acceptance of additional or modified information included in all such updates.

**C. VENDOR REQUIREMENTS ESTABLISHED BY STATE**

Vendor understands and agrees that all services approved to be provided under the State SOW, applicable funding source and reimbursement rates are determined by Collaborative Member Agencies and not by Falling Colors. Vendor agrees to address any concerns regarding the State SOW directly to the appropriate Collaborative Member Agency and not to Falling Colors.

**ARTICLE 3**

**VENDOR REQUIREMENTS**

**A. CREDENTIALS, LICENSURE, & CERTIFICATIONS.**

By its execution of this Agreement, Vendor certifies and affirms that it has all necessary professional licensure, accreditation, certifications, credentialing and continuing education required to perform all services Vendor is contracted to perform under the State SOW, and that it complies with any and all continuing requirements. The Vendor agrees to make evidence of compliance with all such requirements under this Agreement available to Falling Colors and/or the Member Agency requesting such evidence upon three (3) Business Days advance written notice to Vendor.

1. The Vendor shall comply with all applicable local, state and federal laws and regulations including but not limited to all professional and health facility licensing and certification requirements and any other applicable legal requirements.
2. The Vendor shall comply with all applicable local, state, and federal laws and regulations relating to care and treatment of all Clients including minors, as defined by the State of New Mexico.
3. On confirmation by Falling Colors that Vendor has submitted documentation reflecting all necessary accreditation or professional licensure requirements and has been Deemed Credentialed with a New Mexico Medicaid Managed Care Organization (MCO) to provide all services anticipated under the State SOW, Falling Colors will accept the Vendor as appropriately credentialed and provide Vendor access to the BHSDStar System. Falling Colors, the Collaborative Member Agency and the Collaborative Member Agency's designated entity shall

have the right to audit such accreditation and licensure criteria upon three (3) Business Days advance written notice to Vendor.

4. Vendor understands that Falling Colors and the Collaborative rely on Vendor's representations regarding licensure and credentialing, as well as compliance with applicable laws, and agrees to defend and indemnify Falling Colors, the Collaborative and the State of New Mexico for any breach of this Subsection or this Agreement as described more fully in Article 16 below.
- B. **BACKGROUND CHECKS.** Vendor attests criminal history background checks have been conducted for all required individuals providing services under this contract and agree to update or certify background screening checks of employed staff as appropriate and as defined by Member Agencies. Vendor shall provide evidence that criminal history background checks have been conducted for all required individuals upon request from Falling Colors or the Collaborative.
- C. **PROGRAM SPECIFIC MANUAL; VENDOR MANUAL.** Where applicable, the Vendor understands that it is legally bound to adhere to all applicable rules, agreements, addendums, policies, program specific manuals or other documentation applicable to each Vendor's State SOW which is hereby incorporated by reference into this Agreement. Vendor agrees to comply with the Vendor Manual, as revised from time to time, which is incorporated in its entirety by this reference into this Agreement and found at [www.BHSDStar.org](http://www.BHSDStar.org).
- D. **LIABILITY INSURANCE.** The Vendor agrees to and shall at all times during the term of this Agreement, obtain, have and keep in force liability insurance, including coverage for general liability with personal injury endorsement, professional malpractice, auto liability (if applicable) and contractual assumption of liability covering liability assumed under this Agreement. Such insurance shall be written by an insurance company licensed to do business in New Mexico and shall cover all liability which might arise under this Agreement including but not limited to the provision of services under this Agreement. Falling Colors and the Collaborative shall be identified as an additional named insured on such insurance policy. The Vendor shall provide Falling Colors with at least thirty (30) days prior written notice of Vendor's insurance cancellation. A copy of the insurance certificate shall be provided to Falling Colors upon request by Falling Colors or Collaborative member agency, within three (3) Business Days.
- E. **TRANSFER OF CARE.** In the event that the Vendor terminates this Agreement for any reason, or in the event any individual Client ceases to receive care or treatment from Vendor, Vendor shall cooperate and take all reasonable steps to ensure a smooth transfer of the Client to a new Vendor in accordance with instructions by Falling Colors or the Collaborative.
- F. **INFORMED CONSENT.** The Vendor shall make reasonable efforts to provide information to Clients regarding treatment options, including the option of no treatment, in a culturally competent and sensitive manner and must make all reasonable efforts to

ensure that individuals with disabilities have effective communications in making decisions regarding treatment options.

- G. **CONTINUITY OF CARE; REFERRAL TO OTHER HEALTH PROFESSIONALS.** The Vendor shall display the Consumer Rights and Responsibilities poster in their facility or place of business, and have a practice of informing Clients of their rights and responsibilities. Vendor shall provide continuity of care and ready referral of Clients to other Vendors at times as may be reasonably appropriate, timely and consistent with the standards of care, and have a practice of informing care in the community. If a Client requires additional services or evaluation, including emergency services, Vendor agrees to refer Client based on their professional opinion about what is best for the patient but where possible will refer to Vendors contracted with Falling Colors. A Client requiring emergency services shall also be referred to the "9-1-1" emergency response system.
- H. **ACCESS TO CARE.** Vendor shall ensure that Clients have timely and reasonable access to services as outlined in each Vendor's State SOW. Vendor shall not refuse services to a client if such services are within Vendor's scope of work. Vendor shall make appointments available to Clients within reasonable timeframes for routine, urgent and emergent services. Vendor shall ensure that hours of operation, clinical flow, delivery of service, and point of service meets the needs of the population served and is appropriate to the service delivered, as otherwise specified in any written provider guidance from a Member Agency.
- I. **COOPERATION BETWEEN VENDORS; OTHER REQUIREMENTS.** Vendor is expected to cooperate and communicate in a timely and reasonable manner with other contracted Vendors and the Client or family member's representative regarding the care of Client of all ages in determining a Client's treatment, tradition, discharge, transfer, crisis intervention, and/or the Client's next appropriate level of care. Failure to comply with the foregoing requirement will be grounds for Vendor suspension and or termination.
- J. **EMPLOYEES AND RESPONSIBILITIES; INDEPENDENT CONTRACTORS.** Vendor will be responsible for and shall ensure that all of its employees and independent contractors are bound by, and meet the terms and conditions of this Agreement at the time of providing services. Failure of such employees or independent contractors to meet such terms and conditions, including without limitation, credentialing requirements, will be a breach of this Agreement. All payments obligated by Falling Colors shall be paid to Vendor and Vendor will be solely responsible for payments to its employees and independent contractors who may have provided services. Vendor agrees to defend, indemnify and hold Falling Colors and the Collaborative harmless as described more fully in Article 16 below for any claims, damages, actions, losses, penalties, fines, or judgements arising from any employee or independent contractor of Vendor.
- K. **MEDICAID; USE OF COLLABORATIVE FUNDING.** The Collaborative Member Agencies expect the Vendor to maximize other available funding whenever possible.

Many of the Clients served by the Vendor will be Medicaid enrolled or eligible or may have other health insurance coverage. Collaborative non-Medicaid funding available through this Agreement should be utilized as the payor of last resort. Therefore, Vendor must carefully project the need for funding of clinical services and assure that Medicaid funds or other coverage is used first and is maximized for each Client. Non-Medicaid Collaborative funding shall be utilized for Clients (who may or may not be Medicaid eligible Clients) who require the specific treatment services and meet the requirements the Member Agency has determined in order for those funds to be used as further described in Article 4 of this Agreement. Collaborative funding is identified for specific services that are not paid for by Medicaid funding or other coverage.

- L. Vendors shall comply with the requirements of the Collaborative's non-Medicaid behavioral health program, and Falling Colors requirements, including but not limited to those related to billing, access, utilization management, quality improvement and program integrity.

#### **ARTICLE 4**

#### **COMPENSATION**

For services satisfactorily performed pursuant to this Agreement, the Vendor shall be paid by Falling Colors as detailed in the State SOW located in the BHSDStar system. The State Fiscal Year Allocation ("State Allocation") for each Vendor's Behavioral Health program described in the Vendor's State SOW shall be available to the Vendor within the BHSDStar system. Such State Allocation may be revised from time to time during the Fiscal Year and is subject to the availability of State and Federal funding. The Vendor's State Allocation is neither a guaranty nor an entitlement to the State Allocation. Payment rates include any New Mexico Gross Receipts taxes and other taxes as applicable. Vendor is responsible for the payment of all applicable taxes. Submission of billing by Vendor may be made through the methods described by Falling Colors in the Vendor manual, located at [www.BHSDStar.org](http://www.BHSDStar.org). All permitted services and payment rates are subject to change from time to time without any prior notice to the Vendor. These decisions will be made by the Collaborative Member Agency.

1. **Indemnification:** As described more fully in Article 16 below, Vendor agrees to defend, indemnify and hold Falling Colors and the Collaborative harmless for any claims, damages, actions, losses, penalties, fines, or judgments arising from any inaccuracy, whether intentional or not, related to submitted billing regardless of method.
2. **Grievances:** Should the Vendor have questions regarding payment the Vendor should address their questions, comments, or concerns to [support@bhsdstar.org](mailto:support@bhsdstar.org). Falling Colors will provide reasonable help to Vendor in these types of requests or will forward those requests to the Collaborative. In the event that Vendor is dissatisfied with any decision related to payment, Vendor agrees to address its grievance or dissatisfaction solely with the Collaborative Member Agency.

## **ARTICLE 5**

### **PAYMENT**

- A. **PAYMENT.** Payment under this Agreement shall be based on reimbursement of costs incurred and fees for services allowable under the cost categories identified in the State SOW and in the manner approved under the State SOW. Invoices for all submitted billing are generated automatically on the 1<sup>st</sup> of every month and payments will be made by Falling Colors after approval by the respective Collaborative Member Agencies. In the event that concerns arise regarding payments, Falling Colors reserves the right to withhold payment under direction of a Collaborative Member Agency and reserves the right to withhold payment during the pendency of any investigation of waste, fraud or abuse.
- B. **DATA SUBMISSION REQUIRED FOR PAYMENT.** The Vendor's payment for services is conditioned upon its submission of all required data and information. The Vendor shall notify Falling Colors regarding any significant changes in its ability to collect information relative to required data submissions for payment. Failure to comply with any reporting and/or data submission requirement for payment may result in non-payment, delay of payment and/or termination of this Agreement and will be a breach of this Agreement.
- C. **CLAIMS.** If a Vendor submits claims for billing under this Agreement, the Vendor's State SOW will set forth the permitted billing codes, including but not limited to, CPT/HCPCS/Revenue Code/applicable modifier and/or any other claim code or modifier, and rates under which the Vendor may submit claims. When submitting claims, the Vendor shall comply with all requirements and obligations in BHSDStar and other Falling Colors' systems, applicable federal and state laws and regulations, and any requirements of the Collaborative. All services rendered (and any submitted claims related thereto) must comply with all applicable requirements for each respective service provided (and claim submitted), including but not limited to, all service (and claim) requirements and obligations set forth in the respective service's Client Registration, Service Requirements, Program Requirements, Vendor Registration, Staffing Registration, Documentation Requirements, or fee schedule determined by the Collaborative or a Collaborative Member Agency as well as any other applicable requirement for such service and claim.

## **ARTICLE 6**

### **APPROPRIATIONS**

The performance of this Agreement is subject to the condition precedent that sufficient funds are appropriated, authorized, and allocated by the Legislature of the State of New Mexico and/or by the federal government and provided to Falling Colors to disburse to the Vendor. If sufficient appropriations, authorizations, and allocations are not made by the Legislature of the State of New Mexico and/or by the federal government, a decrease, determined solely by the Member Agencies, in the amount of funds available for the

Vendor's State Allocation for reimbursement by Falling Colors may occur with notification found in BHSDStar.

## **ARTICLE 7**

### **TERM**

This Agreement shall commence on the date this Agreement is executed by Falling Colors, July 1, 2017 or when Falling Colors signs a contract with the Behavioral Collaborative, whichever is later, and continue thereafter unless terminated earlier pursuant to the Article 8 of this Agreement.

## **ARTICLE 8**

### **GROUND FOR TERMINATION**

- A. **GROUND FOR TERMINATION.** Falling Colors or Vendor may terminate or suspend the whole or any part of this Agreement as follows:
1. Falling Colors and Vendor may mutually agree to terminate this Agreement.
  2. Falling Colors may terminate this Agreement without cause upon thirty (30) days written notice to the Vendor.
  3. Vendor may terminate this Agreement without cause upon one hundred twenty (120) days written notice to Falling Colors.
  4. Falling Colors may terminate this Agreement upon ten (10) days written notice if the Vendor fails to comply with any term, condition, requirement or provision of this Agreement or corrective action plan provided by Falling Colors or the Collaborative Member Agency, or immediately if the Vendor becomes unable to perform the services set forth under this Agreement.
  5. If, during the term of this Agreement, the Vendor or any of its officers, employees or agents commits fraud, embezzlement or other serious misuse of contract funds, Falling Colors may terminate this Contract immediately upon written notice to the Vendor.
  6. Falling Colors may terminate this Agreement pursuant to the Appropriations Article of this Agreement or if its contract with the Collaborative is terminated.
  7. Falling Colors may immediately terminate this Agreement due to Vendor's loss, suspension, restriction, probation, voluntary relinquishment, or any other adverse action taken against any of Vendor's licenses or certifications necessary to perform the services under this Agreement, or loss of insurance.
  8. Falling Colors may immediately suspend this Agreement if it has been determined

by an appropriate entity that the health, safety or welfare of Clients may be jeopardized by the continuation of this Agreement. Under direction from the Member Agency, Falling Colors may terminate this Agreement after the suspension given.

If a party terminates this Agreement under Articles 8 such party giving notice shall also provide a copy of such notice of termination to the Collaborative Member Agency.

- B. **NO NULLIFICATION.** By the methods of termination provided in Article 8 neither party may nullify obligations already incurred for the performance or failure to perform prior to the date of termination. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE OTHER LEGAL RIGHTS AND REMEDIES AFFORDED FALLING COLORS IN SUCH CIRCUMSTANCES AS VENDOR'S DEFAULT/BREACH OF CONTRACT.
- C. **SURVIVAL OF OBLIGATIONS.** Notwithstanding anything to the contrary herein, all provisions in this Agreement regarding any obligations of the Vendor, which by their nature, continue beyond the termination of this Agreement, and shall survive, including but not limited to, record retention requirements, audit obligations, financial disclosures, delivery of services to Clients, Vendor Manual requirements, and/or the transition of Clients; confidentiality; and obligations of indemnification.

## **ARTICLE 9**

### **TERMINATION; TRANSITION MANAGEMENT**

- A. **TERMINATION.** If this Agreement is terminated pursuant to the provisions of this Agreement, or if the parties mutually agree to discontinue their contractual relationship, or upon expiration of the term of the Agreement, immediately upon receipt by either Falling Colors or the Vendor of written notice of termination, the Vendor shall:
1. Not incur any further obligations for salaries, services or any other expenditures of funds under this Agreement without the written approval of Falling Colors;
  2. Continue to provide essential services and supports to ensure the health and safety of individual Clients as directed by Falling Colors or the Collaborative Member Agency during the period of termination management. This requirement is not avoided by an inadvertent expiration of term for this Agreement. In this event Falling Colors, shall at the direction of the Collaborative, extend the term until all transition of services are completed;
  3. Make all reasonable efforts to ensure that the transition of services to another Vendor is effected with minimal disruption of services to Clients, including but not limited to: (1) complying will all directives issued by Falling Colors or the Collaborative Member Agencies; (2) providing a list of all Clients, together with expected or anticipated needs, who will be affected by the termination; and (3)

preservation and transfer of any and all property of Falling Colors and Client records generated under this Agreement.

4. On or prior to the date of termination of this Agreement the Vendor, where applicable, shall furnish to Falling Colors:
  - a. A complete detailed inventory of nonexpendable Falling Colors and Collaborative property as defined in the Property Article of this Agreement, and
  - b. A final closing of the financial records and books of accounts which were required to be kept by the Vendor under the provision of this Agreement regarding financial records.

B. **TRANSITION OBLIGATIONS.** Upon termination of this Agreement, Vendor agrees to comply with the "Transition Protocol" including but not limited to the appropriate transition of Clients and services that have been terminated, suspended or changed, as required by the State of New Mexico, applicable law, regulation and policy, and as set forth in the Vendor Manual, as may be amended from time to time, including the transfer of relevant records and or/data.

#### **ARTICLE 10**

#### **STATUS OF VENDOR**

The Vendor, its agents, and employees, are independent contractors performing professional services for Falling Colors and are not employees of Falling Colors. The Vendor, and its agents and employees, shall not in any circumstance be deemed employees or agents of Falling Colors for any purpose within the meaning or application of any federal or state unemployment or insurance laws or worker's compensation laws or otherwise. Vendor, its agents and employees shall not be entitled to any of the benefits afforded employees of Falling Colors including but not limited to accruing leave, retirement, insurance, bonding, use of Falling Colors property or Falling Colors vehicles, or any consideration not specified in this Agreement. The Vendor acknowledges that it bears sole responsibility for determining how all sums received by it hereunder should be reported for tax purposes and that Falling Colors cannot and has not provided any advice or guidance regarding such reporting.

#### **ARTICLE 11**

#### **ASSIGNMENT**

The Vendor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of Falling Colors.

#### **ARTICLE 12**



## **SUBCONTRACTING**

The Vendor is able to subcontract portions of the services to be performed under this Agreement without the prior written approval of Falling Colors. No such subcontract shall relieve the Vendor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment to a third party from Falling Colors. Vendor shall take all reasonable steps to ensure that any subcontractor complies with all provisions of this Agreement. Upon Falling Colors written request, Vendor shall provide Falling Colors with details, records, or information on any subcontracts it has entered into for the performance of a portion of this Agreement within three (3) business days.

## **ARTICLE 13**

### **CLIENT RECORDS, INFORMATION & BILLING AUDITS**

- A. **MAINTENANCE OF SERVICE RECORDS.** Vendor shall maintain complete confidential records for the benefit of Clients, the Collaborative Member Agencies, and Falling Colors, to document the services rendered and sufficient to fulfill the provisions of the State SOW, applicable federal and state laws and regulations, policies and directive of the Collaborative, the Vendor Manual, and any other federal and State requirements. All records maintained pursuant to this Agreement shall be available for inspection by Falling Colors, the Collaborative or the Collaborative's designee or State or federal agencies upon request.
- B. **MAINTENANCE OF BILLING RECORDS/AUDITS.** Vendor shall also maintain Client records that verify the delivery of services as billed. Falling Colors reserves the right to audit the Vendor's Client records and billing records at any time. Falling Colors shall have the right to audit billings both before and after payment; payment under this Agreement shall not foreclose the right of Falling Colors to recover excessive or illegal payments.
- C. **CONFIDENTIALITY.** In accordance with 42 CFR Part 2, as may be amended from time to time, and applicable regulations and all other state and federal rules, regulations and laws protecting the confidentiality of information, Vendor shall protect the confidentiality of all confidential information and records and shall not release any confidential information to any other third party without the express written authorization of the Client, as appropriate, or Falling Colors or the Collaborative.
- D. **HIPAA.** Provider shall comply with the Federal Health Insurance Portability and Accountability Act (HIPAA) of 1996, as may be amended from time to time and applicable regulations and all other state and federal rules, regulations and laws protecting the confidentiality of information.
- E. **RECORD RETENTION.** Client records shall be retained by the Vendor for a period of ten (10) years from the date of final payment under this Agreement and/or in accordance with all applicable federal and state laws and regulations, policies and

directive of the Collaborative, and the Vendor Manual. The records shall be subject to periodic inspections by Falling Colors, and state and federal entities.

- F. Domestic violence victim/survivor service providers shall comply with the confidentiality requirements of the Family Violence Prevention and Services Act [42 USC §10601 (c)(5)] as may be amended from time to time, and shall not disclose any personally identifying information of victims in connection with services requested, with exceptions detailed in the Act.

## **ARTICLE 14**

### **FINANCIAL AUDIT REQUIREMENTS/REPORTS**

- A. **STATE AND FEDERAL FUNDS.** A Vendor receiving State or federal funds from Falling Colors shall comply with applicable auditing requirements under the Single Audit Act (SAA) (31 U.S. C. Section 7501, et seq.), all New Mexico State Auditor's rules and regulations, and any other applicable rules and regulations.
- B. **FEDERAL FUNDS SUBJECT TO SAA.** A Vendor receiving federal funds in excess of Seven hundred fifty thousand dollars (\$750,000) in any single year that are subject to the SAA shall submit to Falling Colors an audit conducted by a Certified Public accountant in compliance with the Single Audit Act.
- C. **FEDERAL FUNDS EXEMPT FROM SAA.** A Vendor receiving federal funds in excess of Seven hundred fifty thousand dollars (\$750,000) that are otherwise exempt from the Single Audit Act or state funds from Falling Colors in excess of One hundred thousand dollars (\$100,000) in any single year shall submit to Falling Colors Annual Financial Statements and a Management Letter expressing an opinion on the Financial Statements prepared by an external Certified Public Accountant.
- D. **AUDIT SUBMISSIONS TO FALLING COLORS.** A Vendor receiving state funds from Falling Colors less than one hundred thousand dollars (\$100,000) or federal funds less than seven hundred fifty thousand dollars (\$750,000) in any single year shall submit to Falling Colors:
1. Annual Financial Statements and a Management Letter expressing an opinion on the Financial Statements prepared by an external Certified Public Accountant, or
  2. If Financial Statements are not normally prepared by a Certified Public Accountant, internally prepared Financial Statements are acceptable.
- E. **FINANCIAL REPORT SUBMISSIONS.** Applicable annual financial reports shall be submitted to Falling Colors no later than six months following the close of the Vendor's fiscal year.
- F. **DELIVERY.** To ensure proper delivery and receipt, the Vendor shall submit their annual financial reports electronically to:

Falling Colors Corporation  
Attn: Controller  
Email: support@bhsdstar.org

- G. **NO REIMBURSEMENT.** The Vendor shall not request payment from Falling Colors for the cost of preparation of annual financial reports required by this Article.
- H. **SUBMISSION.** The above provisions are a necessary component of the financial disbursement process and as such financial reporting shall be performed by Vendor and financial reports shall be submitted to Falling Colors. Non-compliance of above annual financial reporting provisions may be grounds for termination as described in Article 9.

## **ARTICLE 15**

### **RELEASE**

The Vendor understands that all payments provided under this Agreement are funded by the Collaborative and paid through Falling Colors, and agrees that any claim it may have to payments under this Agreement may be made only against the State of New Mexico.

The Vendor, upon final payment of the amount due under this Agreement, releases Falling Colors, its officers and employees, and the Collaborative, from all liabilities, claims and obligations not assumed herein by the State of New Mexico.

## **ARTICLE 16**

### **INDEMNIFICATION**

The Vendor shall defend, indemnify and hold harmless Falling Colors, the State of New Mexico, the Collaborative Member Agencies, the United States Department of Health and Human Services and Clients served by the Vendor under the terms of this Agreement harmless from all actions, proceedings, claims, demands, costs, damages, attorneys' fees, and all other liabilities and expenses of any kind from any source which may arise out of the performance or non-performance of this Agreement, whether caused by the act or failure to act of Vendor, its officers, employees, servants, subcontractors, or agents. Falling Colors shall be entitled, in its sole discretion, to direct its own defense under this Article and recoup all expenses of such defense from Vendor.

In the event that any action, suit or proceeding related to the services provided by the Vendor under this Agreement is brought against the Vendor, the Vendor shall, as soon as practicable, but no more than two (2) working days after receipt of notice of such action, suit or proceeding, notify Falling Colors in the manner set forth under Article 26, Notices, of this Agreement.

## **ARTICLE 17**

## **PRODUCT OF SERVICES COPYRIGHT**

All materials or products developed or acquired by the Vendor under this Agreement shall become the property of the Collaborative and shall be delivered to Falling Colors no later than the termination date of this Agreement. Nothing produced, in whole or in part, by the Vendor under the Agreement shall be the subject of an application for copyright by or on behalf of the Vendor.

## **ARTICLE 18**

### **CONFLICT OF INTEREST**

The Vendor represents that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services required under this Agreement or that would create the appearance of any conflict. The Vendor agrees to comply with the requirements of the New Mexico Financial Disclosure Act (Section 10-16A-1 et. seq. NMSA 1978) and Governmental Code of Conduct (Section 10-16-1 et seq. NMSA 1978), as applicable. The Vendor represents and warrants that the services to be performed under this Agreement do not and shall not result in a conflict of interest prohibited by state or federal laws, rules or regulations.

## **ARTICLE 19**

### **AMENDMENT**

This Agreement shall not be altered, changed or amended except in writing executed by the parties hereto and except as may otherwise be set forth in this Agreement. In accordance with changes in the Collaborative and/or Falling Colors policy, this Agreement shall comply with current policy, rules, regulations, appropriations, grants and law.

The Vendor shall provide at least thirty (30) days' prior written notice to Falling Colors of Vendor's intent to diminish, materially change, or substantially reduce services provided under this Agreement, provided that, Vendor shall continue to provide that same level of services during that thirty (30)-day period.

## **ARTICLE 20**

### **PROPERTY**

In the event that Vendor acquires any property under this Agreement through purchase by the Collaborative or through purchase with funds provided by the Collaborative, Vendor understands that it may be required to return such Property to the Collaborative. Vendor will maintain a list of all such property and will be prepared to take appropriate steps to return or otherwise dispose of such property in accordance with instructions by the Collaborative or Falling Colors.

## **ARTICLE 21**

## **COMPLIANCE WITH APPLICABLE LAW**

This Agreement shall be governed by applicable laws of the State of New Mexico and applicable federal laws, including but not limited to the comprehensive Alcohol and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended (42 U.S.C. Section 290 dd-1, et seq. and the Public Health Service Act 42 U.S.C. Sections 300x, et seq., and 42 CFR (Code of Federal Regulations) Part 96 hereafter referred to as the "Act"), 45 CFR (Code of Federal Regulations), Part 96, Americans With Disabilities Act of 1990 and any other applicable laws and regulations as currently enacted or as amended or modified in the future. Vendors shall have TTY services and/or are accessible through 711 telecommunication systems.

## **ARTICLE 22**

### **COMPLIANCE WITH EMPLOYMENT LAWS**

The Vendor hereby agrees to comply with the Civil Rights Act of 1964 (42 U.S.C. 2000e, et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681, et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794 et seq.), Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.), the Americans with Disabilities Discrimination Act of 1990 (42 U.S.C. 12150, et seq.), Workers Compensation laws, and all other applicable federal and state laws and regulations. These laws and regulations prohibit discrimination on the grounds of race, color, national origin, sex, age, religion, sexual preference, medical condition, veteran's status, handicap or disability. The Vendor also agrees to comply with all relevant rules, regulations, and orders of the Secretary of Labor.

This Agreement is binding on the Vendor, its successor, transfers, assignees and subcontractors as long as they receive funding or other assistance originating from Falling Colors or retain possession of any property belonging to Falling Colors.

## **ARTICLE 23**

### **POLITICAL ACTIVITY**

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

## **ARTICLE 24**

### **LOBBYING**

The Vendor shall not use any funds provided under this Agreement, either directly or indirectly, for the purpose of conducting lobbying activities or hiring a lobbyist or lobbyists on its behalf at the federal, state, or local government level, as defined in the Lobbyist Regulation Act, Section 2-11-1, et seq., NMSA 1978, and applicable federal law.

**ARTICLE 25**

**PENALTIES**

New Mexico statutes impose criminal penalties where bribes, gratuities or kickbacks have been solicited, given or received in contracts involving public money.

**ARTICLE 26**

**NON –WAIVER**

The failure of a party to insist upon strict adherence to any term of this Agreement, on any occasion shall not be considered a waiver or deprive that party of the right thereafter to that term or any other of this Agreement.

**ARTICLE 27**

**NOTICES**

Notice shall be provided in a manner reasonably calculated to ensure actual receipt by the intended recipient. If the recipient affirmatively acknowledges receipt, notice shall be deemed to have been given. Otherwise, notice shall be deemed given if given by using two (2) of the following delivery methods: (i) in person, (ii) by electronic mail, (iii) by courier service, or (iv) by U.S. first class mail postage prepaid.

Notices shall be delivered to:

To:

Falling Colors  
**Attn: Controller**  
125 Lincoln Ave #223  
Santa Fe, NM 87501  
support@bhsdstar.org

Behavioral Health Collaborative:  
ASO Manager  
Behavioral Health Services Division  
37 Plaza la Prensa  
Santa Fe, NM 87502  
Fax: 505.476.9277  
BHSD.ASO@state.nm.us

To the Vendor:  
Address:  
Attn:  
Phone:  
Email: [amartinez@tcnm.us](mailto:amartinez@tcnm.us)

## **ARTICLE 28**

### **SPECIAL PROVISIONS**

- A. **PROGRAM EVALUATIONS.** In order to monitor the performance of services and compliance with the provisions of this Agreement by the Vendor, employees of Falling Colors and/or State and Federal agencies which have provided funds under this Agreement, or their duly authorized representatives, shall visit the offices of the Vendor when necessary to examine the Vendor's operations and records. Vendor shall cooperate with such examinations.
- B. **PROGRAM OUTCOME AND/OR PROCESS EVALUATIONS.** Vendor agrees to comply with requests and timeframes for information and/or data from Falling Colors and/or the Collaborative for the purpose of outcome and/or process evaluations as may be required by the Collaborative to compile reports to support program performance and Client progress and to comply with grant reporting requirements.
- C. **FORCE MAJEUR.** Neither party hereto shall be held responsible for delay or failure to perform hereunder when such delay or failure is due to fire, flood, epidemics, strikes, acts of God or the public enemy, unusually severe weather, legal acts of the public authorities, or delays or default caused by public carriers which cannot reasonably be forecast or provided for.
- D. **FRAUD AND ABUSE COMPLIANCE.** Vendor agrees to comply with the Vendor Manual, as revised from time to time, and which is incorporated herein by this reference and found at [www.BHSDStar.org](http://www.BHSDStar.org). Such compliance includes, but is not limited to, Falling Colors fraud and abuse compliance plan, policies and procedures. Vendor agrees to fully cooperate in good faith in a reasonable and timely manner with all requests, investigations, corrective action, and other activities to facilitate Falling Colors' obligations under Falling Colors' Contract with the Collaborative contract to identify, investigate, and take appropriate corrective action against fraud and/or abuse in the delivery of services to Clients.

## **ARTICLE 29**

### **RESOLUTION OF DISPUTES**

Falling Colors and Vendor will work together in good faith to resolve any disputes about their business relationship. If the parties are unable to resolve the dispute within thirty (30) days following the date one party sent written notice of the dispute to the other party, either party may demand mediation by providing written notice of a dispute to the other party. When a party has demanded mediation under this provision, the parties agree to attend mediation in good faith within ninety (90) days of such notice, or by such other date as the parties may mutually agree to.

If the parties are unable to agree to a mediator, both parties will select a non-employee representative and those representatives shall select a mediator.

Neither party may proceed to litigation unless mediation has occurred and been unsuccessful under this provision.

Any litigation occurring under this provision will take place in the First Judicial District Court in Santa Fe, New Mexico, and shall be governed by the laws of New Mexico.

### **ARTICLE 30**

#### **SEVERABILITY**

Any provision hereof found by a court of competent jurisdiction to be illegal or unenforceable shall be automatically severable and the balance of this Agreement shall remain in full force and effect.

### **ARTICLE 31**

#### **OTHER PROVISIONS**

- A. **TIME IS OF THE ESSENCE.** Time is of the essence in every provision of this Agreement.
- B. **ATTORNEY'S FEES.** In the event of litigation, Falling Colors shall be entitled to have its litigation costs reimbursed by Vendor (including but not limited to investigation, experts' and reasonable attorneys' fees and expenses), if and when Falling Colors prevails. Vendor is responsible in full for their litigation costs, (including but not limited to investigation, experts' and reasonable attorneys' fees and expenses), regardless of outcome.
- C. **HEADINGS.** Headings are for reference purposes only and have no substantive effect.
- D. **COUNTERPARTS.** This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, and delivery of a signed facsimile copy or delivery of a signed copy by email will have the same effect as delivery of a signed original.
- E. **ADDITIONAL DOCUMENTS.** Each party agrees in good faith to execute such further or additional documents as may be necessary or appropriate to fully carry out the intent and purpose of this Agreement.

### **ARTICLE 32**

#### **OVERPAYMENTS, REFUNDS, & SELF-REPORTING**



**A. Identification Process for Overpayments of Any Nature, Any Funding (Claims and/or Invoice).**

1. Vendor is required to report overpayments to Falling Colors:
  - a. Within two (2) Business Days of the date Vendor identifies an overpayment.
  - b. Within thirty (30) Business Days of the date Vendor should have identified an overpayment if the Vendor does not have actual knowledge of such overpayment. For purposes of this Article, a Vendor has identified an overpayment if the Vendor has actual knowledge of the existence of an overpayment or acts in reckless disregard or with deliberate indifference of the overpayment
  
2. Additionally, Vendor shall be deemed to have identified an overpayment under the following circumstances:
  - a. The Vendor reviews billing or payment records and learns that it incorrectly coded certain services or claimed incorrect quantities of services, resulting in increased reimbursement.
  - b. The Vendor learns that a Client death occurred prior to the service date on which a claim, invoice, workbook, or encounter that has been submitted for payment.
  - c. The Vendor learns that services were provided by unlicensed or excluded individual on its behalf.
  - d. The Vendor performs an internal audit and discovers that an Overpayment exists.
  - e. The Vendor is informed by a governmental agency of an audit that discovered a potential Overpayment.
  - f. The Vendor is informed by Falling Colors, the Collaborative, or a Collaborative Member Agency of an audit that discovered a potential Overpayment.
  - g. The Vendor experiences a significant increase in revenue and there is no apparent reason – such as a new partner added to a group practice or new focus on a particular area of medicine – for the increase.
  - h. The Vendor has been notified that Falling Colors or a government agency has received a hotline call or email.

- i. Any billing or revenue discrepancy exists that would make a reasonably prudent operator aware that a potential problem existed and that a review of records should be conducted to identify potential problems.
- j. The Vendor has been notified by Falling Colors or a government agency that they have received information alleging that a recipient had not received services or been supplied goods for which the Vendor submitted a claim for payment.

**B. Self-Reporting.**

1. Within thirty (30) Calendar Days from the date on which the Vendor identifies an overpayment, the Vendor shall send a report of overpayment to Falling Colors, the Collaborative, and Collaborative member agency which shall include at a minimum:
  - a. Vendor's name;
  - b. Vendor's tax identified number and National Provider Number (NPI);
  - c. How the Overpayment was discovered;
  - d. The reason for the Overpayment;
  - e. The health insurance claim number, as appropriate;
  - f. Claim control number, as appropriate;
  - g. Date(s) of service;
  - h. Description of a corrective action plan to ensure the Overpayment does not occur again;
  - i. Whether the Vendor has a corporate integrity agreement (CIA) with the United States Health and Human Services Department Office of Inspector General (OIG) or is under the OIG Self-Disclosure Protocol;
  - j. The specific dates (or time-span) within which the problem existed that caused the Overpayments;
  - k. If a statistical sample was used to determine the Overpayment amount, a description of the statistically valid methodology used to determine the Overpayment; and
  - l. The refund amount.

**C. Refunds.**

1. The Vendor may request that Falling Colors permit installment payments of the refund, such request may be agreed to by the Collaborative Member Agency and the Vendor; Falling Colors will process according to the Member Agency's recommendation.
  2. In cases where the Falling Colors or Collaborative identifies the overpayment, overpayments shall be refunded in accordance with NMAC, Title 8, Chapter 351, §2.13, or subsequent equivalent section in future versions of the NMAC.
- D. **Failure to Self-Report And/or Refund Overpayments.** Overpayments that have been identified by a Vendor and not self-reported within the thirty (30)-day timeframe are presumed to be false claims and/or billings and are subject to referrals as Credible Allegations of Fraud.

(This rest of this page intentionally left blank.)

**EXECUTION PAGE**

**By initialing each page of this Agreement and by signing below, I represent that I am an authorized signatory for the Vendor and have read and understand this Agreement and all of its attachments.**

<b>VENDOR</b>	
<b>Name of Vendor (Please Print or Type):</b>	
<b>Authorized Signature:</b>	<b>Date:</b>
<b>Name (Please Print or Type):</b> Anna Martinez	
<b>Title (Please Print or Type):</b>	
<b>Address:</b>	
<b>E-Mail Address:</b> amartinez@tcnm.us	
<b>Phone:</b>	<b>Fax:</b>
<b>TIN:</b>	<b>NPI:</b>

Agreed upon by Falling Colors:

\_\_\_\_\_  
 Signature  
 Title:

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

**VENDOR INSTRUCTIONS**  
**FOR NON-MEDICAID DOCUMENTS**

The document(s) that are being delivered to you have been approved by the State of New Mexico's Interagency Behavioral Health Purchasing Collaborative for State Fiscal Year 2018.

Please complete all of the following steps and return the completed document(s) to the persons indicated below in Number 5.

Instructions

1. **Legal Name.** Review your Vendor Name on the first page of the document to verify that it is correct and that it is the Vendor's legal name. If it is not, to have it corrected please email Barbara Serna at [Barbara@fallingcolors.com](mailto:Barbara@fallingcolors.com) with the correct legal name as soon as possible.
2. **Notice and Contact Information.** If you are a new Vendor receiving a Vendor Agreement, completely fill in Vendor's Address, Attention contact, Phone, Fax and Email on page 14 of the Vendor Agreement. Please be sure that all information is legible.
3. **Initial Each Page of the Document(s).** Initial the bottom of each page of each document to demonstrate that you have received the document(s).
4. **Execution Page.** Completely fill in all the blanks on the Execution Page (the last page of the document) including all the following information:
  - a. Insert TIN
  - b. Insert NPI
  - c. Sign the Vendor Agreement
  - d. Print Name and Title of the signatory in a legible manner
  - e. Fill in Address, Email, Phone and Fax information
5. **Return Executed Document(s).** Return executed document(s) electronically to: **FALLING COLORS** by utilizing the DocuSign software.

If you do not complete the document(s) in accordance with the instructions above, the document(s) will be returned to you to complete this step.

Thank you very much!

# Scope of Work

## Torrance County Domestic Violence Project

**Lead Agency:** CYFD

**State Fiscal Year:** SFY20 (July 1,2019 - June 30,2020)

**Services:** Client Services

**Billing Type:** Invoice

**Funding:** State General Funds

**Funding:** Choose an item.

**Fund Pool:** DVGF20 : GF : Domestic Violence (004307)

**Project:** Survivor Services

**Fund Pool:** DVOTI30 : Domestic Violence Offender Treatment/Intervention (004607)

**Project:** DVOTI

**Fund Pool:** DVGF20 : GF : Domestic Violence (004307)

**CFDA# (If Applicable):** N/A

Torrance County Domestic Violence Project shall perform the work outlined in this Scope of Work and attached Appendices, which are hereby incorporated and made a part of the Agreement.

### I. DURATION

July 1, 2019 to June 30, 2020

### II. INTENDED POPULATIONS

The services will be provided in Torrance County to the following populations:

- Adult victim/survivors of domestic violence
- Child victim/witnesses of domestic violence
- Adult offenders of domestic violence as defined in NMSA 31-12-12

### III. PROGRAM GOALS

- A. Adult victim/survivors and child witnesses of domestic violence will improve their over-all functioning in the areas of safety, permanency/stability, and well-being.
- B. Adult offenders of domestic violence will learn how their behavior affected their partner, children, and other family members; take responsibility for behavior and

actions; and gain skills, information and knowledge to avoid future abusive behavior through gender-specific treatment and intervention.

- C. Torrance County Domestic Violence Project will help to prevent future violence through:
  - a. Primary prevention and outreach activities that promote healthy, respectful, nonviolent relationships.
  - b. Developing a prevention and outreach plan for implementation in State Fiscal Year 2021 (SFY21).

#### IV. PROGRAM ACTIVITIES

- A. To achieve program goals, Torrance County Domestic Violence Project will provide one or more of the below services for survivors and offenders of domestic violence that are defined in the current Domestic Violence Service Definition Manual (DVSDM), which may be updated from time to time by CYFD:

- Crisis Intervention
- DV Participant Service Assessment and Plan
- DV Offender Service Assessment and Plan
- Reengagement Assessment and Plan
- Drug and Alcohol Screening
- Mental Health Diagnostic Evaluation
- Community Navigation
- Domestic Violence Counseling (Individual and Group)
- Skills and Knowledge Services (Individual and Group)
- Legal Advocacy
- Domestic Violence Crisis Intervention
- DV Shelter Care (Adult & Child)
- Travel/Transportation
- Community Outreach
- Community Training

- B. In order to provide Domestic Violence Offender Treatment or Intervention (DVOTI) services, Torrance County Domestic Violence Project must be a CYFD-approved DVOTI provider in good standing and otherwise comply with all program requirements as detailed in the DVSDM and NMSA 31-12-12.
- C. Torrance County Domestic Violence Project will develop a prevention plan for SFY21 and submit such plan to CYFD no later than March 1, 2020. Such plan will include primary and secondary prevention activities.
- D. Torrance County Domestic Violence Project will attend at least one Domestic Violence Service Provider Meeting and required training when and if convened by CYFD. Torrance County Domestic Violence Project may invoice for travel and per

diem in accordance with New Mexico Department of Finance and Administration-approved rates.

## V. OUTCOMES, PERFORMANCE MEASURES, AND DATA COLLECTION

### A. Definitions:

For the purpose of this Agreement:

- **“Outcomes”** are a sample-measurements of the actual value that your program produces for your intended populations, as measured by the CYFD-approved feedback forms for shelter residents, non-residential advocacy, individual counseling, and support groups, and which contain the two (2) Family Violence Prevention and Services Act (FVPSA) outcome measures. Evaluation methodology and best practices can be found at the Domestic Violence Evidence Project website.
- **“Performance Measures”** are sample-measurements of the work that employees within your agency perform in order to achieve the Outcomes, which are defined by the New Mexico Legislative Finance Committee and CYFD.
- **“Initial Surveys”** are CYFD-approved feedback forms offered to adult victims/survivors who:
  - Have been in shelter for at least one (1) but no more than two (2) weeks,
  - Are non-residential advocacy clients who has had at least two (2) but no more than five (5) interactions with Torrance County Domestic Violence Project,
  - Have had at least two (2) but no more than five (5) individual counseling sessions, and/or
  - Have participated in at least two (2) but no more than five (5) support group sessions.
  - For clients receiving multiple services, Torrance County Domestic Violence Project may limit Initial Surveys to one (1) per week for any individual client.
- **“Ongoing Surveys”** are CYFD-approved feedback forms offered to adult victims/survivors following the offer of an Initial Survey according to the following schedule:
  - For shelter residents, approximately once a month;



- For non-residential advocacy clients, at least once every 7 interactions;
- For individual counseling clients, at least once every 7 sessions;
- For clients attending support group, at least once every 7 sessions;
- For clients receiving multiple services, Torrance County Domestic Violence Project may limit Ongoing Surveys to one (1) per month for any individual client.

B. Performance Measures

Torrance County Domestic Violence Project agrees to meet or exceed the following performance measures:

1. For adult victim/survivors:

- a. At least 94% of adult victims/survivors receiving services will create personalized safety plans, according to the current CYFD-approved Safety Planning Standards and Guidelines.
- b. 100% of Initial and Ongoing Surveys are offered to adult victims/survivors and at least 30% of clients complete these feedback forms.

2. For adult offenders of domestic violence:

- a. 100% of adult offenders of domestic violence receiving services will be assessed using the Ontario Domestic Assault Risk Assessment (ODARA) tool;
- b. Relevant requested information for 100% of adult offenders of domestic violence receiving DVOTI services will be:
  - i. Entered on the current DVOTI Program Client Data Report and submitted to CYFD according to deadlines set by CYFD, or
  - ii. Entered into a future online collection system, which is yet to be developed by CYFD.

3. Torrance County Domestic Violence Project understands that failure to meet these Performance Measures may result in corrective action and/or loss of funding.

### C. Data Collection Activities and Requirements

As part of and/or in addition to the above, Torrance County Domestic Violence Project will:

1. Ensure that any and all data submitted to CYFD complies with the confidentiality requirements of FVPSA.
2. Document in the client's file each date on which a feedback form is offered and whether the form was completed.
3. Submit all feedback forms through the current CYFD online collection tool no more than one month after receiving them in paper format or, alternately, by offering adult victim/survivors a way to enter them directly and privately into a dedicated tablet or computer terminal. If feedback forms are received in paper-format, Torrance County Domestic Violence Project will create a system whereby a staff member or third-party **who is not involved in the specific service being evaluated** enters the information into the current CYFD online collection tool.
4. Participate in the collection and analysis of random, redacted safety planning documents, which may include safety planning forms, notes, or assessments, on a quarterly basis as directed by CYFD.
5. Submit the current CYFD Monthly Data Collection Form along with monthly invoices.
6. Participate in the collection of data for CYFD-funded programs not listed above, such as approved innovative services, as directed by CYFD.
7. Respond to reasonable requests for information from CYFD, which may be part of program management, research efforts, or are the result of requests from State or Federal authorities.
8. Submit an annual summary report for FVPSA which describes activities, client stories, successes, and challenges from October 1, 2018 to September 30, 2019 no later than November 15, 2019.

### VI. INVOICING

*(If you would like to invoice as fee-for-service in SFY20, please contact your program manager)*

- A. Torrance County Domestic Violence Project will provide a monthly invoice each calendar month for SFY20 according to the guidelines in the Falling Colors Agreement, Vendor Manual, and the agreed upon budget between Torrance County

Domestic Violence Project and CYFD, which will be developed according to the initial allocation and adjusted upon any allocation changes.

- B. Torrance County Domestic Violence Project understands that the allocations made available through BHSDStar are subject to the availability of State and Federal Funding appropriations, as described in the Client Services Treatment Agreement for the Behavioral Health Collaborative Member Agencies Non-Medicaid Services. If a decrease or increase in available funds is made, CYFD will renegotiate the agreed upon budget with Torrance County Domestic Violence Project.
  
- C. Torrance County Domestic Violence Project understands that CYFD will not approve payment on invoices unless a completed CYFD Monthly Data Collection Form is also submitted into the BHSDStar system.

D. Allocations

Torrance County Domestic Violence Project's services will be paid for from the following fund pools, as shown in the Falling Colors BHSDStar System Allocations Table:

1. Domestic Violence Offender Treatment or Intervention Fund for SFY20
2. State of New Mexico General Fund for SFY20

E. Allocation Guidelines

Torrance County Domestic Violence Project understands that a separate invoice must be submitted to BHSDStar for each project allocation according to the following guidelines, which may be amended by CYFD:

- For their Survivor Services, allocations will be utilized in the following order:
  1. Any special legislative non-recurring allocations for survivor services; and
  2. The State General Fund.
  
- For DVOTI services, allocations will be utilized in the following order:
  1. Any special non-recurring legislative allocations for DVOTI programs;
  2. The DVOTI Fund; and
  3. The State General Fund.
  
- Federal FVPSA allocations may not be used for services to offenders of any kind.

- CYFD reserves the right to designate funding source when validating expenditures.
- F. As per the Falling Colors Vendor Manual, Torrance County Domestic Violence Project understands that they have until midnight on the last day of the month following the calendar month of service to submit invoices; and thirty (30) days from the date a correction is required to submit the corrections. Torrance County Domestic Violence Project understands that CYFD may require earlier submission based on State and Federal fiscal year requirements.
  - G. Torrance County Domestic Violence Project shall agree that grant funds made available to them will not be used as direct payment to any victim or dependent of a victim of family violence.
  - H. Torrance County Domestic Violence Project understands that as part of the contract with Falling Colors, they must maintain client records for a period of ten (10) years from the date of final payment under this Scope of Work.
  - I. Torrance County Domestic Violence Project will not assess any fee on a victim of violence.
  - J. Torrance County Domestic Violence Project may establish a supplemental fee that includes a sliding scale schedule for perpetrators of domestic violence under the condition that the fee and sliding scale schedule and accompanying procedures are approved by CYFD prior to implementation.
  - K. CYFD reserves the right to designate funding source when validating expenditures.

## VII. STATE REQUIREMENTS

Vendor shall sign, submit and abide by the Children, Youth and Families Department Suspension and Debarment Form, attached to this Agreement as Attachment 1.

## VIII. FEDERAL REQUIREMENTS

- A. Domestic violence victim service providers shall comply with the confidentiality requirements of the Family Violence Prevention and Services Act [42 USC §10601 (c)(5)] as may be amended from time to time, and shall not disclose any personally identifying information of victims in connection with services requested, with exceptions detailed in the Act.

## IX. OTHER PROVISIONS

- A. Equal Opportunity Compliance: Torrance County Domestic Violence Project agrees to abide by all federal and state laws, rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations,

and executive orders of the Governor of the State of New Mexico, Torrance County Domestic Violence Project agrees to assure that no person in the United States shall on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Torrance County Domestic Violence Project is found not to be in compliance with these requirements during the life of this Agreement, Torrance County Domestic Violence Project agrees to take appropriate steps to correct these deficiencies.

**B. New Mexico Employees Health Coverage**

1. If Torrance County Domestic Violence Project has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Torrance County Domestic Violence Project certifies, by signing this agreement, to have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Torrance County Domestic Violence Project and the State exceed \$250,000 dollars.
2. Torrance County Domestic Violence Project agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.
3. Torrance County Domestic Violence Project agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <http://insurenwmxico.state.nm.us/>.

EXECUTION PAGE

By initialing each page of this Scope of Work and by signing below, I represent that I am an authorized signatory for the Provider and have read and understand this Scope of Work.

PROVIDER	
Name of Provider (Please Print or Type):	
Authorized Signature:	Date:
Name (Please Print or Type):	
Title (Please Print or Type):	
Address:	
E-Mail Address:	
Phone:	Fax:
TIN:	NPI:

PROVIDER INSTRUCTIONS  
FOR NON-MEDICAID DOCUMENTS

The document(s) that are being delivered to you have been approved by the State of New Mexico.  
Instructions

1. **Legal Name.** Review your Provider Name on the first page of the document to verify it is correct and that it is the Provider's legal name. If it is not, to have it corrected please email [support@bhsdstar.org](mailto:support@bhsdstar.org) the correct legal name as soon as possible.

2. **Notice and Contact Information.** If you are a new Provider receiving a Provider Agreement, completely fill in Provider's Address, Attention contact, Phone, Fax and Email on page 16 of the Provider Agreement. **Please be sure that all information is legible.**
  
3. **Initial Each Page of the Document(s).** Initial the bottom of each page of each document to demonstrate that you have received the document(s).
  
4. **Execution Page.** Completely fill in all the blanks on the Execution Page (the last page of the document) including all of the following information:
  - a) Insert TIN
  - b) Insert NPI
  - c) Sign the Provider Agreement
  - d) Print Name and Title of the signatory in a legible manner
  - e) Fill in Address, Email, Phone and Fax information
  
5. **Return Executed Document(s).** Documents are returned electronically using DocuSign software once document(s) is executed. Instructions for DocuSign will come with the email from DocuSign.

If you do not complete the document(s) in accordance with the instructions above, the document(s) will be returned to you to complete this step.

## **Attachment 1**

### **Children, Youth and Families Department Suspension and Debarment Form**

- A. Consistent with either 7 C.F.R. Part 3017 or 45 C.F.R. Part 76, as applicable, and as a separate and independent requirement of this contract with the Children, Youth and Families Department (CYFD), Torrance County Domestic Violence Project certifies by signing this form, that it and its principals, to the best of its knowledge and belief: (1) are not debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal department or agency; (2) have not, within a three-year period preceding the effective date of this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; (3) have not been indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with, commission of any of the offenses enumerated above in this Paragraph A; (4) have not, within a three-year period preceding the effective date of this PSC, had one or more public agreements or transactions (Federal, State or local) terminated for cause or default; and (5) have not been excluded from participation from Medicare, Medicaid or other federal health care programs pursuant to Title XI of the Social Security Act, 42 U.S.C. § 1320a-7.
- B. Torrance County Domestic Violence Project's certification in Paragraph A, above, is a material representation of fact upon which the CYFD relied when this contract was entered into by the parties. Torrance County Domestic Violence Project's certification in Paragraph A, above, shall be a continuing term or condition of this contract. As such at all times during the performance of this contract, Torrance County Domestic Violence Project must be capable of making the certification required in Paragraph A, above, as if on the date of making such new certification Torrance County Domestic Violence Project was then executing this contract for the first time. Accordingly, the following requirements shall be read so as to apply to the original certification of Torrance County Domestic Violence Project in Paragraph A, above, or to any new certification Torrance County Domestic Violence Project is required to be capable of making as stated in the preceding sentence:
- (1) Torrance County Domestic Violence Project shall provide immediate written notice to the CYFD's Program Manager if, at any time during the term of this contract, Torrance County Domestic Violence Project learns that its certification in Paragraph A, above, was erroneous on the effective date of this contract or has become erroneous by reason of new or changed circumstances.
  - (2) If it is later determined that Torrance County Domestic Violence Project's certification in Paragraph A, above, was erroneous on the effective date of this contract or has become erroneous by reason of new or changed circumstances, in addition to other remedies available to the CYFD, the CYFD may terminate the contract.



- C. As required by statute, regulation or requirement of this contract, and as contained in Paragraph A, above, Torrance County Domestic Violence Project shall require each proposed first-tier subcontractor whose subcontract will equal or exceed \$25,000, to disclose to Torrance County Domestic Violence Project, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by any Federal department or agency. Torrance County Domestic Violence Project shall make such disclosures available to the CYFD when it requests subcontractor approval from the CYFD. If the subcontractor, or its principals, is debarred, suspended, or proposed for debarment by any Federal, state or local department or agency, the CYFD may refuse to approve the use of the subcontractor.

\_\_\_\_\_  
Authorized Vendor Contact Signature

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

### Certificate Of Completion

Envelope Id: 6FD4F9B679D448128D4EBC4423C23C41  
 Subject: DV Please DocuSign: Business Associate Agreement.docx  
 Source Envelope:  
 Document Pages: 29  
 Certificate Pages: 5  
 AutoNav: Enabled  
 Envelope Stamping: Enabled  
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Sent

Envelope Originator:  
 Jeremy Hernandez  
 125 Lincoln Ave. Suite 223  
 125 Lincoln Ave. Suite 223  
 Santa Fe, NM 87501  
 jeremy@fallingcolors.com  
 IP Address: 75.161.242.254

### Record Tracking

Status: Original  
 6/7/2019 10:13:11 AM

Holder: Jeremy Hernandez  
 jeremy@fallingcolors.com

Location: DocuSign

### Signer Events

Jeremy Hernandez  
 jeremy@fallingcolors.com  
 Financial Advisor  
 Falling Colors  
 Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

### Signature

**Completed**  
 Using IP Address: 75.161.242.254

### Timestamp

Sent: 6/7/2019 10:16:39 AM  
 Viewed: 6/7/2019 10:16:46 AM  
 Signed: 6/7/2019 10:16:52 AM

Anna Martinez  
 amartinez@tcnm.us  
 Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
 Accepted: 6/20/2019 1:53:54 PM  
 ID: 064260ea-cb9e-46ce-8caf-edbbc8e4da63

Sent: 6/7/2019 10:16:54 AM  
 Viewed: 6/20/2019 1:53:54 PM

Leon Lopez  
 leon@fallingcolors.com  
 Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

### In Person Signer Events

Signature

Timestamp

### Editor Delivery Events

Status

Timestamp

### Agent Delivery Events

Status

Timestamp

### Intermediary Delivery Events

Status

Timestamp

### Certified Delivery Events

Status

Timestamp

### Carbon Copy Events

Status

Timestamp

### Witness Events

Signature

Timestamp

### Notary Events

Signature

Timestamp

**Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

6/7/2019 10:16:54 AM

**Payment Events****Status****Timestamps****Electronic Record and Signature Disclosure**

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Falling Colors Technology (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

**How to contact Falling Colors Technology:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [mindy@fallingcolors.com](mailto:mindy@fallingcolors.com)

**To advise Falling Colors Technology of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [mindy@fallingcolors.com](mailto:mindy@fallingcolors.com) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

**To request paper copies from Falling Colors Technology**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to [mindy@fallingcolors.com](mailto:mindy@fallingcolors.com) and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with Falling Colors Technology**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to [mindy@fallingcolors.com](mailto:mindy@fallingcolors.com) and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

\*\* These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Falling Colors Technology as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Falling Colors Technology during the course of my relationship with you.



*Agenda Item*  
*No. 12-G*

PO Box 48  
205 9<sup>th</sup> Street  
Estancia, NM 87016  
(505) 544-4700 Main Line (505) 384-5294 Fax  
[www.torrancecountynm.org](http://www.torrancecountynm.org)



**County Commission**  
Commissioner Kevin McCall, District 1  
Commissioner Ryan Schwebach, District 2  
Commissioner Javier E. Sanchez, District 3  
**County Manager**  
Wayne Johnson

**REQUEST TO BE PLACED ON THE TORRANCE COUNTY  
COMMISSION AGENDA**

This form must be returned to the County Manager's Office **ONLY!**

Deadline for inclusion of an item is **WEDNESDAY, NOON** prior to the subsequent meeting.  
All fields must be filled out for consideration.

Name: Javier Sanchez Dist. 3  
First Last Department / Company / Organization Name

Today's Date: July 3, 2019 Mailing Address: \_\_\_\_\_  
(Departments/employees of Torrance County need not include their address)

Telephone number/Extension: \_\_\_\_\_ Fax Number: \_\_\_\_\_  
Would you like this Agenda Faxed to you? Yes No

Email Address: jsanch22@unm.edu

Is this request for the next Commission meeting?  YES  NO If no, date of Commission Meeting: \_\_\_\_\_

Brief explanation of business to be discussed:  
Punta de Agua Multi-purpose center 19-B 3238  
(discussion & action)

Is this a Resolution, Contract, Agreement, Grant Application, Other? \_\_\_\_\_

Has this been reviewed by Grant Committee? YES NO If yes, corresponding paperwork must be attached.

Has this been reviewed by the County Attorney? YES NO

If this is a contract, MOU, or Joint Powers Agreement there must be a signature line for the County Attorney on the original contract.

Has this been reviewed by the Finance Dept? YES NO Initials: \_\_\_\_\_

- No Impact
- Change in current fund
- Raise Budget (allow 45 days after Commission approval)
- Change in funds (allow 45 days after Commission approval)
- Reduction
- Transfer funds (allow 45 days after Commission approval)

Other: \_\_\_\_\_





*Agenda Item  
No. 12-H*

PO BOX 48  
205 9<sup>th</sup> Street  
Estancia, NM 87016  
(505) 544-4700 Main Line (505) 384-5294 Fax  
[www.torrancecountynm.org](http://www.torrancecountynm.org)



**County Commission**  
Commissioner Kevin McCall, District 1  
Commissioner Ryan Schwebach, District 2  
Commissioner Javier E. Sanchez, District 3  
**County Manager**  
Wayne Johnson

**REQUEST TO BE PLACED ON THE TORRANCE COUNTY  
COMMISSION AGENDA**

This form must be returned to the County Manager's Office **ONLY!**

Deadline for inclusion of an item is **WEDNESDAY, NOON** prior to the subsequent meeting.  
All fields must be filled out for consideration.

Name: Javier Sanchez Dist. 3  
First Last Department / Company / Organization Name

Today's Date: July 3, 2014 Mailing Address: \_\_\_\_\_  
(Departments/employees of Torrance County need not include their address)

Telephone number/Extension: 505-400-3192 Fax Number: \_\_\_\_\_  
Would you like this Agenda Faxed to you? Yes No

Email Address: jsanch22@unm.edu

Is this request for the next Commission meeting?  YES  NO If no, date of Commission Meeting: \_\_\_\_\_

Brief explanation of business to be discussed:  
Road Improvements (discussion & action)

Is this a Resolution, Contract, Agreement, Grant Application, Other? \_\_\_\_\_

Has this been reviewed by Grant Committee? YES NO If yes, corresponding paperwork must be attached.

Has this been reviewed by the County Attorney? YES NO

If this is a contract, MOU, or Joint Powers Agreement there must be a signature line for the County Attorney on the original contract.

Has this been reviewed by the Finance Dept? YES NO Initials: \_\_\_\_\_

- No Impact
- Change in current fund
- Raise Budget (allow 45 days after Commission approval)
- Change in funds (allow 45 days after Commission approval)
- Reduction
- Transfer funds (allow 45 days after Commission approval)

Other: \_\_\_\_\_



*Agenda Item  
No. 12-I*



**REQUEST TO BE PLACED ON THE TORRANCE COUNTY  
COMMISSION AGENDA**

This form must be returned to the County Manager's Office **ONLY!**

Deadline for inclusion of an item is **WEDNESDAY, NOON** prior to the subsequent meeting.  
All fields must be filled out for consideration.

Name: Javier Sanchez Dist. 3  
First Last Department / Company / Organization Name

Today's Date: July 3, 2019 Mailing Address: \_\_\_\_\_  
(Departments/employees of Torrance County need not include their address)

Telephone number/Extension: 505-400-3192 Fax Number: \_\_\_\_\_  
Would you like this Agenda Faxed to you? Yes No

Email Address: jsanchez22@unm.edu

Is this request for the next Commission meeting?  YES  NO If no, date of Commission Meeting: \_\_\_\_\_

Brief explanation of business to be discussed:  
Estancia Valley Heritage Center/Complex funding  
(discussion & action)

Is this a Resolution, Contract, Agreement, Grant Application, Other? \_\_\_\_\_

Has this been reviewed by Grant Committee? YES NO If yes, corresponding paperwork must be attached.

Has this been reviewed by the County Attorney? YES NO

If this is a contract, MOU, or Joint Powers Agreement there must be a signature line for the County Attorney on the original contract.

Has this been reviewed by the Finance Dept? YES NO Initials: \_\_\_\_\_

- No Impact
- Change in current fund
- Raise Budget (allow 45 days after Commission approval)
- Change in funds (allow 45 days after Commission approval)
- Reduction
- Transfer funds (allow 45 days after Commission approval)

Other: \_\_\_\_\_



*Agenda Item  
No. 13-A*

205 9th Street  
Estancia, NM 87016  
(505) 544-4700 Main Line (505) 384-5294 Fax  
[www.torrancecountynm.org](http://www.torrancecountynm.org)



County Commission  
Commissioner Kevin McCall, District 1  
Commissioner Ryan Schwebach, District 2  
Commissioner Javier E. Sanchez, District 3  
**County Manager**  
Wayne Johnson

**REQUEST TO BE PLACED ON THE TORRANCE COUNTY COMMISSION AGENDA**  
This form must be returned to the County Manager's Office **ONLY!**

Deadline for inclusion of an item is **WEDNESDAY, NOON** prior to the subsequent meeting.  
All fields must be filled out for consideration.

Name: Jason Sanchez Dist. 3  
First Last Department / Company / Organization Name

Today's Date: July 3, 2019 Mailing Address: \_\_\_\_\_  
(Departments/employees of Torrance County need not include their address)

Telephone number/Extension: 505 400 - 3192 Fax Number: \_\_\_\_\_  
Would you like this Agenda Faxed to you? Yes No

Email Address: jsanb22@unm.edu

Is this request for the next Commission meeting?  YES  NO If no, date of Commission Meeting: \_\_\_\_\_

Brief explanation of business to be discussed:  
hemp policy (discussion)

Is this a Resolution, Contract, Agreement, Grant Application, Other? \_\_\_\_\_

Has this been reviewed by Grant Committee? YES NO If yes, corresponding paperwork must be attached.

Has this been reviewed by the County Attorney? YES NO

If this is a contract, MOU, or Joint Powers Agreement there must be a signature line for the County Attorney on the original contract.

Has this been reviewed by the Finance Dept? YES NO Initials: \_\_\_\_\_

- No Impact
- Change in current fund
- Raise Budget (allow 45 days after Commission approval)
- Change in funds (allow 45 days after Commission approval)
- Reduction
- Transfer funds (allow 45 days after Commission approval)

Other: \_\_\_\_\_





*Agenda Item  
No. 14*



*Agenda Item  
No. 15-A*





*Agenda Item  
No. 16*