

**CONTRACT FOR PRIMARY HEALTH CARE,
PREVENTIVE AND DENTAL SERVICES FOR CURRY COUNTY**

THIS AGREEMENT made and entered into this 25th day of July, 2023, by the County of Curry, hereinafter referred as the County, and La Casa de Buena Salud, Inc., hereinafter referred as La Casa.

WHEREAS, the County has established a Curry County Indigent Hospital Healthcare Fund for the purpose of providing funds for the medical care of indigent residents of the County; and,

WHEREAS, the State of New Mexico in 2014 enacted legislation requiring the County to turn over gross receipts of 1/12th of a percent for the new Safety Net Care Pool. The Board of County Commissioners of Curry County had previously enacted an ordinance designating said 1/12th gross receipts tax from the Curry County Indigent healthcare gross receipts tax for County Indigent purposes; and,

WHEREAS, the amount of funds in the Curry County Indigent Hospital Healthcare Fund fluctuate and are determined annually by gross receipts tax collected; and,

WHEREAS, the County has established Indigent Hospital Claims Policies which set forth the specific rules and regulations governing the Curry County Indigent Hospital Claims Fund, and payment from that Fund to Health Care Providers, a copy of which is attached hereto and incorporated herein as though set forth in full; and,

WHEREAS, indigent patients domiciled in Curry County are eligible to receive professional medical services as authorized by the Indigent Hospital and County Healthcare Act, 27-5-1 et. seq. NMSA 2018 and County and La Casa enter into this Contract to ensure that payment for indigent services are billed and paid for separately out of County's indigent health claim fund; and,

WHEREAS, La Casa is a non-profit corporation engaged in providing primary health care, preventive health care, primary dental care and educational services for indigent residents of Curry County; and,

WHEREAS, the County has determined that it is in the best interest of the County to enter into an agreement with La Casa to utilize its Indigent Hospital Healthcare Fund to provide primary health care, preventive primary health care, primary dental care, and educational services for indigent residents of Curry County.

NOW, THEREFORE, in consideration of the mutual covenants contained herein the parties agree as follows:

1. **SCOPE OF SERVICES:** La Casa shall, pursuant to the terms and conditions set forth herein, furnish all of the necessary personnel and materials needed to provide professional medical services to indigent patients domiciled in the County of Curry as that term is defined by the Indigent Hospital Claims Policy and as authorized by the Indigent Hospital and County Health Care Act, 27-5-1 et seq NMSA 2018. La Casa shall, at all times in the performance of this contract, comply with the Indigent Hospital and County Health Care Act and the provisions contained therein. For the purposes of this contract, those medical services shall include, but not be limited to, the following:

A. MEDICAL

1. Acute medical (e.g. colds, upper respiratory infection, urinary tract infection, etc.) for prenatal, pediatric, adolescent, adult & geriatric patients.
2. Chronic medical (e.g. hypertension, diabetes, arthritis, etc.)
3. Minor emergency medical (e.g. lacerations, fractures, sprains, strains, etc.)
4. Pediatric care (e.g. upper respiratory infections, urinary tract infections, asthma, etc.)
5. Prenatal care, delivery, and postpartum care (if not eligible for Medicaid).
6. Laboratory services.
7. Radiology referral services to include diagnostic imaging. These services will be reviewed on a case by case basis depending upon the need of the patient. The County will be billed for the actual cost of radiology services not performed in a hospital. These services will be reimbursed at the actual cost.
8. Pharmacy services will include La Casa's actual cost of the prescribed medications, cost of glucose monitoring devices and associated supplies, peak flow meters, crutch rental for a reasonable period of time and any other medically necessary expense which is required for the treatment of a patient.
9. Gynecology services that emphasize annual pap and pelvic examination, breast and cervical cancer screening, Colposcopy, etc. The cost for these services to the County will be secondary, after payment has been received from the breast and cervical cancer screening.

10. Minor surgery [?], i.e. biopsy, vasectomy, tubal ligation, etc.

B. **DENTAL:**

1. The County will be billed for routine dental care and dental services for minor emergency (e.g. abscesses, root canals, extractions, dentures, denture repair and/or replacement limited to one in every ten years).

C. **PREVENTIVE SERVICES**

1. Immunizations.
2. Routine physicals.
3. Pap smears.
4. Well child care.

2. **ELIGIBILITY:** La Casa shall have the duty, under this contract, to ensure that all Curry County Indigent patients whom it treats in contemplation of seeking payment under this contract meet all of the guidelines as established by the Curry County Indigent Hospital Claims Policy. A copy of the policy is attached hereto as Exhibit "A", and made a part hereof by reference. Patients who do not meet the criteria set forth on Exhibit "A" will not be compensated by County.

If services for which payment is sought are not performed in Curry County, there must be a letter from a physician in Curry County referring the applicant to that clinic. The referral letter must state that the services that are referred are not available in Curry County and the reason why they are necessary.

3. **CLAIMS PROCESSING:** La Casa shall provide the Indigent Claims Administrator of Curry County with an alphabetized monthly list of all patients served and identified as being eligible for indigent health care funds under this contract. The list shall state the patient's complete name, mailing address, and the type of services and charges approved for indigent health care funds accompanied by **HCFA 1500** insurance claim form, medical history and an explanation of benefits (EOB) if applicable. When submitting the list, La Casa will certify that all individuals listed meet the standards set forth in the Curry County Indigent Hospital Claim Policy, and that La Casa has in its possession all documentation required by those policies to verify each patient's eligibility.

Pursuant to Curry County Resolution # 2016-58, effective January 1, 2017 no primary care claims will be processed if the **total bill** is less than twenty-five dollars (\$25.00) per date of service. **Total bill** does not mean the discounted rate that is negotiated pursuant to the primary care agreements. The County will allow bills to

be bundled that occur within the same month in order to reach the twenty-five dollars (\$25.00) total amount.

The monthly list of claims must be presented to and received by the County prior to the 15th day of the following month. Any and all claims for any patient or any services that is not received by Curry County on or before the 15th day of the following month shall not be paid pursuant to the terms of this contract. Any and all claims that are presented after the 15th day of the month following service will be subject to payment at the Claims Administrator's discretion **and will require approval by the Curry County Indigent Board prior to any payment being made.**

The County Indigent Administrator shall on a regular basis, at his/her discretion, review all or a portion of the individual files which are subject to payment requests. If the Indigent Administrator determines that the Curry County Indigent Hospital Claims Policy standards have not been adhered to, or the appropriate documentation is not present, payment for that claim shall be denied. In the event that payment has already been made for the claim prior to the discovery of non-compliance, the amount shall be reduced from any subsequent monthly payment to La Casa. La Casa shall be required to maintain all records of eligibility for a period of six (6) years.

The County Indigent Administrator will randomly select a portion or all of the names off the monthly list and request copies of the application be presented to the Indigent Health Claims Office to be checked for approval. The Indigent Administrator or his/her designee will process all claims which are submitted in a timely fashion. The County will determine if the appropriate documentation is present, and will request any additional information as deemed necessary to complete the claim. If the requested information is not received within 30 days, the claim will be denied.

4. **MEDICAL CARE COST AND FEES:** La Casa shall provide the services listed in paragraph 1 above based on an annual application filed by the indigent patient. In addition, La Casa shall apply the sliding fee scale for services not covered in paragraph 1 above. **Curry County shall reimburse La Casa at 65% of billed charges and La Casa agrees to forgive the balance due from the patient.** Curry County reserves the right to review all provider billings for accuracy, appropriateness, usual and customary fees.
5. **OVERCHARGES:** La Casa cannot overcharge or bill County greater than its normal charge to other patients for itemized services reimbursed by Indigent Health Care payment. This would be in violation of the provisions of this Contract and the Indigent Hospital Claims Policy and would be a breach of contract with the

County to receive further Indigent Health Care reimbursement of funds. The County may, at its discretion, hire an independent auditor to determine if there are any over charges or improprieties in the billing the County receives from La Casa. The entire cost and expenses pertaining to any said independent auditors shall be paid by La Casa within thirty (30) days of receipt of a statement from County. La Casa shall provide to County or its representative all information requested to verify charges. All billings may be audited or samples selected to be audited as deemed appropriate by the Indigent Administrator or any independent auditor employed by County.

6. **PERIOD OF PERFORMANCE:** The period of performance of this contract is July 1, 2023 through and including June 30, 2024.

7. **AMOUNT OF CONTRACT:** The total amount of the funds to be paid to La Casa for performance of the services under this contract during the period of performance shall not exceed eighty-five thousand dollars (\$85,000.00). From that eighty-five thousand (\$85,000.00) dollars, five- thousand dollars (\$5,000.00) shall be allotted for medical services set forth in paragraph 1(A) of this contract and the remaining eighty thousand dollars (\$80,000.00) shall be allotted for dental services set forth in paragraph 1(B) of this contract. Any increase in the contract cap will require a separate written document signed by the parties. The amount of funding to be applied to medical and dental, as set forth above, can be changed or modified by the parties by a separate written document signed by all parties.

La Casa understands and acknowledges that the appropriations for funding of this contract are derived primarily through the indigent gross receipts tax imposed by Curry County. At any time, if Curry County determines that the indigent gross receipt taxes received by the County are less than the projected amount, or if other County expenses increase to such a point that the County or County Administration determines that there are valid concerns which might interfere with County funding the entire \$85,000.00, then in that case, the County can terminate the contract pursuant to Paragraph 13 or the parties may attempt to negotiate a written amendment regarding the amount of the contract.

8. **APPROPRIATIONS:** The terms of this Agreement are contingent upon sufficient gross receipts tax collected for the Curry County Indigent Hospital Healthcare Fund, and appropriate funding and authorization being made to the County. If sufficient appropriations and authorizations are not made and funds not received by the County, the County can either terminate the contract pursuant to Paragraph 13, or the parties may attempt to negotiate a written amendment regarding the

amount of the contract pursuant to Paragraph 7. The County's decision as to whether sufficient appropriations and authorizations exist is final and shall be accepted by Contractor.

9. **PAYMENTS FOR SERVICES PROVIDED:** Payments to La Casa shall be made in monthly increments after receipt of an invoice from La Casa as set forth in paragraph 3 and approval of the same by the Curry County Indigent Board.
10. **ASSIGNMENT OF CLAIMS:** La Casa shall not assign or delegate any interest in this contract or transfer any interest or assign any claims for money due or to become due under this contract, without the prior written consent of the County.
11. **HOLD HARMLESS, INDEMNIFY AND DEFEND:** La Casa shall hold harmless, indemnify and defend the County and its "public employees" as defined in the New Mexico Tort Claims Act, NMSA 1978, § 41-4-1 et seq., against and from any and all claims, losses, demands, judgments, damages, liabilities, lawsuits, expenses, fees of attorneys, costs and/or actions of any kind and nature whether from death, bodily injury or damage to property arising from or out of, connected with, resulting from or related to La Casa's negligence or intentional acts or omissions in La Casa's performance under this contract, in connection herewith, and including, but not limited to, any negligent or intentional acts or omissions of La Casa's officers, employees, servants, agents, representatives, customers, invitees, patrons, contractors, subcontractors, successors, assignors or suppliers, as well as all other persons doing business with or receiving services from La Casa. La Casa's agreement to hold harmless, indemnify and defend shall not be affected or terminated by the cancellation, and expiration of the term or any renewal or any other termination of the contract for any reason and shall survive the cancellation, expiration of the term or any renewal of any other termination of this contract.

La Casa shall notify County in writing of any claims, demands, or lawsuits arising out of the performance of this contract, within three (3) days of receipt of the claim by La Casa.

12. **INSURANCE**

- A. **Liability Insurance:** La Casa shall, at La Casa's expense, obtain and keep in force during the term of this contract, full coverage insurance insuring La Casa and the County against any liability, arising from, or out of, any services provided by La Casa. Such insurance shall include negligence and medical malpractice, and La Casa's liability insurance policy shall specifically cover any claims against Curry County or any of its agents,

employees, and representatives. Such insurance shall provide coverage in an amount not less than \$2,000,000.00 per person, \$2,000,000.00 per occurrence and \$2,000,000.00 property damage per occurrence. The provisions of this contract shall not be construed as limiting in any way La Casa's liability to any person or entity or its obligation to indemnify County as set forth in Paragraph 10. La Casa shall provide a copy of its insurance policies to the County and shall retain the original for inspection at the time of County audit.

B. Named Additional Insured: All insurance required by this contract shall name the County of Curry as additional insured under all such policies.

13. **TERMINATION:** The County has the absolute right to terminate this contract with or without cause at any time, by providing written notice to La Casa thirty (30) days in advance of the proposed date of termination. In the event of termination, La Casa shall be compensated for claims pursuant to paragraph 3 up to the date of termination. In no event shall the total amount of compensation exceed the maximum amount of the contract as set forth in paragraph 7.

At any time, during the term of this contract, should County determine that it has not received or will not receive sufficient funds to pay its sole community provider payment, and the County's administrative cost of handling the program and, fund the amounts of this contract set forth in Paragraph 7 hereof, and/or County does not receive sufficient indigent gross receipts to pay the amount of this contract pursuant to Paragraph 7, then County shall have the right to terminate this contract by providing seven (7) days written notice to La Casa. Said determination by County regarding its finances or level of funding shall be final and binding upon the parties. In the event that County does not receive sufficient indigent gross receipts income to pay for the amount of services provided under this contract and/or, the event County determines that it does not have other significant funds to pay for the services provided herein, then, in that event, County can terminate this contract upon seven (7) days written notice to La Casa. Said determination by County of its finances shall be binding, for purposes of this provision.

14. **CONTRACT CONTENTS:** This instrument contains the entire contract between the parties. No statements, promises, or inducements made by either party or agent of either party that is not contained in this written contract shall be valid or binding; and this contract may not be enlarged, modified, or altered except in writing signed by both parties.
15. **STATUTES, LAWS AND RULES:** La Casa shall observe and obey all laws,

ordinances, regulations and rules of the Federal, State, County, and Municipal Governments which may be applicable to its services under this contract. La Casa shall maintain copies of all documents generated, created, and/or produced by it in the performance of this contract for a minimum of six (6) years.

16. **SOVEREIGN IMMUNITY:** The County and its "public employees" as defined in New Mexico Tort Claims Act, supra, do not waive sovereign immunity, do not waive any defense(s) and/or do not waive any limitation(s) or liability pursuant to law. No provision in this contract modifies and/or waives provisions of the New Mexico Tort Claims Act, supra.
17. **THIRD PARTY BENEFICIARIES:** It is specifically agreed between the parties executing this contract that it is not intended by any of the provisions of this contract to create in the public or any member thereof a claim as a third-party beneficiary.

COUNTY OF CURRY

BY: Lance A. Pyle
Lance A. Pyle, Curry County Manager

Date: 7/25/2023

LA CASA DE BUENA SALUD, INC.

BY: Seferino M. Montano
Seferino M. Montano, Executive Director

Date: 07.11.2023