



QUAY COUNTY GOVERNMENT

300 South Third Street

P.O. Box 1246

Tucumcari, NM 88401

Phone: (575) 461-2112

Fax: (575) 461-6208

AGENDA
REGULAR SESSION
QUAY COUNTY BOARD OF COMMISSIONERS
April 26, 2013
Village of Logan

9:00 A.M. Call Meeting to Order

Pledge of Allegiance

Approval of Minutes-Regular Session April 8, 2013

Approval/Amendment of Agenda

Public Comment

Ongoing Business

New Business

- I. Veronica Marez, Quay County Clerk**
 - Canvas of Election Results

- II. Larry Wallin, Village of Logan**
 - Logan Projects and Concerns

- III. Becky Wallace, Quay County Family Health Center Administrator**
 - Approval of RPHCA Action Plan and FY2014 Funding Extension

- IV. Donald Adams, Quay County Fire Marshal**
 - Approval of City of Tucumcari Transfer of Truck to Forrest Fire District
 - Approval of PERA Adjustment of Qualification Record
 - Approval for Vehicle Purchases for Rural Fire I and Bard-Endee
 - Approval of Proposed Auction Items

- V. Larry Cooksey, Quay County Undersheriff**
 - Monthly Activity Report



DOC #CM-00308

05/14/2013 10:41 AM Doc Type: COCOM

Fee: (No FieldTag Finance.TotalFees found)

Quay County, NM Veronica Marez, County Clerk

Pages: 38



VI. Larry Moore, Quay County Road Superintendent

- Approval to Purchase Two (2) Dump Trucks
- Roads Update

VII. Richard Primrose, Quay County Manager

- Approval of DFA Quarterly Financial Report
- Approval of Proclamation Designating May 19th through 25th as EMS Week
- Approval of 2013-2014 Memorandum of Agreement with the NM Department of Health for Janitorial Services
- Approval of Proposed Auction Items-Surplus Equipment
- Approval of 2012-2013 Resolution No. 25 Participating in the Eastern Plains Council of Governments Programs for FY 2013-2014
- Correspondence

VIII. INDIGENT CLAIMS BOARD

- Call Meeting to Order
- Approval of Indigent Minutes for the March 25, 2013 Meeting
- Review April Claims Presented by Julie Lafferty
- Adjourn

IX. Approval of Accounts Payable

X. Other Quay County Business That May Arise During Commission Meeting

XI. Request for Closed Executive Session Pursuant to Section 10-15-1 (H)7. The New Mexico Open Meetings Act to Discuss Threatened or Pending Litigation – Christina Fleming, Drake Swenson v. Quay County Board of Commissioners

XII. Richard Primrose, Quay County Manager

- Approval of Proposed Action regarding Pending Litigation

Adjourn

Lunch- Time and Location to be Announced

REGULAR SESSION-BOARD OF QUAY COUNTY COMMISSIONERS

April 26, 2013

9:00 a.m.

BE IT REMEMBERED THE HONORABLE BOARD OF QUAY COUNTY COMMISSIONERS met in regular session the 26th day of April, 2013 at 9:00 a.m. in the Village of Logan hall, Logan NM, for the purpose of taking care of any business that may come before them.

PRESENT & PRESIDING:

Sue Dowell, Member
Mike Cherry, Member
Veronica Marez, County Clerk
Richard Primrose, County Manager

OTHERS PRESENT:

Larry Moore, Quay County Road Superintendent
Cheryl Simpson, Quay County Manager's Office
Donald Adams, Quay County Fire Marshall
Larry Wallin, Village of Logan
Becky Wallace, Quay County Family Health Center Administrator
Jeff Gonzales, Quay County Sherriff Deputy
Cheri Nipp, PMS Region Director
Tim Rose, District Attorney
David Babbs, Logan Mayor
Kurt Bowers, Wagner Equipment

Commissioner Mike Cherry called the meeting to order. David Babbs led the Pledge of Allegiance.

A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to approve the minutes from the April 8, 2013 regular commission meeting. MOTION carried with all members voting "aye".

A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to approve the agenda with changes moving the Executive Session to item one. MOTION carried with all members voting "aye".

Public Comments: None

Old Business: None

A MOTION was made by Mike Cherry, SECONDED by Sue Dowell, to go into Executive Session pursuant to the Open Meetings Act 10-15-1(H) 7 NMSA to discuss Threatened or Pending Litigation-Christina Fleming, Drake Swenson v. Quay County Board of Commissioners. MOTION carried with Dowell voting "aye"; and Cherry voting "aye". Time noted 9:10 a.m.

-----EXECUTIVE SESSION-----

Return to regular session. Time noted 9:35 a.m.

A MOTION was made by Mike Cherry, SECONDED by Sue Dowell that only the items listed above were discussed during Executive Session and no action was taken. MOTION carried with Dowell voting "aye"; Cherry voting "aye".

Veronica Marez, Quay County Clerk presented the 2013 Special Election results for the Commissioners to canvass with no provisional ballots to be included, 49 for and 40 against Sunday sales of alcoholic beverages. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve Canvass for Special Election. MOTION carried with all members voting "aye". A copy of said canvass is attached and made a part of these minutes.

Larry Wallin, Village of Logan Manager stated the following:

1. Thanked Commissioner's for holding the meeting in Logan.
2. Thanked Richard Primrose and Commissioners for the support of Village of Logan on their stance on the Pipeline and Intake Structure.
3. Pipeline intake Structure project should be bringing in lots of revenue to Logan and Quay County in gross receipt taxes.
4. Street project on Pueblo this coming year
5. CO2 project at Rosebud.
6. Six new homes being built in Logan.
7. Requested Commissioners discuss changing from a three board commission to a five board commission.

Becky Wallace, Quay County Family Health Center Administrator requested approval of RPHCA Action Plan and Fiscal Year 2014 Funding Extension. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve RPHCA Action Plan. MOTION carried with all members voting "aye". A copy of said funding extension is attached and made a part of these minutes.

Donald Adams, Quay County Fire Marshall presented the following items for approval:

1. Requested approval of City of Tucumcari transfer of a truck to Forrest Fire District. A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to approve transfer of a truck to Forrest Fire District. MOTION carried with all members voting "aye".
2. Requested approval of PERA adjustment of qualification record. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve PERA adjustment. MOTION carried with all members voting "aye".
3. Requested approval for vehicle purchase for Rural Fire 1 and Bard-Endee. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve purchase of vehicle. MOTION carried with all members voting "aye".
4. Requested approval of proposed auction items. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve proposed auction items. MOTION carried with all members voting "aye".
5. Adams informed Commissioner's of the May 18, 2013 car show that will be held at Russell's Truck Stop and money raised will be donated to Bard/Endee Fire Station.

Jeff Gonzales, Quay County Sheriff Deputy presented the monthly activity report. A copy of said report is attached and made a part of these minutes.

Larry Moore, Quay County Road Superintendent presented the following report:

1. Requested approval of Contract between Wagner CAT dump trucks. A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to approve the purchase of two dump trucks. MOTION carried with all members voting "aye". A copy of said Contract is attached and made a part of these minutes.
2. Moore will be attending the May 15-17 Project Management Meeting.
3. Larry Parker made 150 tons of cold mix.
4. A CDBG public input meeting was held on Monday April 22. It was a unanimous vote to submit Quay Road 63 for the project.
5. Crews finished Quay Road AT.
6. Fixed hammer mill.
7. Crews started Quay Road L in Nara Visa which is a School bus project.
8. Crews bladed 17.05 miles since last meeting.

Commissioner Cherry requested a recess. Time noted 11:00 a.m.
Return to regular session. Time noted 11:05 a.m.

County Manager Richard Primrose presented the following Manager's Report:

1. Requested approval of the DFA Quarterly Financial Report. A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to approve the report. MOTION carried with all members voting "aye".
2. Requested approval of the Proclamation designating May 19th through 25th as EMS week. A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to approve said Proclamation. MOTION carried with all members voting "aye". A copy of said proclamation is attached and made a part of these minutes.
3. Requested approval of 2013-2014 Memorandum of Agreement with the NM Department of Health for janitorial services. A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to approve said agreement. MOTION carried with all members voting "aye". A copy of said agreement is attached and made a part of these minutes.
4. Requested approval of proposed Auction Items-Surplus equipment. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve the proposed Auction Items-Surplus equipment. MOTION carried with all members voting "aye".
5. Requested approval of 2012-2013 Resolution No.25 participating in the Eastern Plains Council of Governments Programs for Fiscal year 2013-2014. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve the proposed Auction Items-Surplus equipment. MOTION carried with all members voting "aye". A copy of said Resolution is attached and made a part of these minutes.

CORRESPONDENCE:

1. Tom Dominguez has scheduled a Good Bug's Seminar for May 2.
2. NMAC conference registration is open and conference is June 18-20 in Clovis.

3. Received a quote from Great Plains for installing the lights and ballast at the Quay County Fair Barn in the amount of \$2,500 and Xcel is donating the lights.

A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to go into session as the Indigent Claim Board. MOTION carried with all members voting "aye". Time noted 11:24 a.m.

-----INDIGENT CLAIMS BOARD-----

Return to regular session. Time noted 11:26 a.m.

CHECKS WERE REVIEWED AND APPROVED:

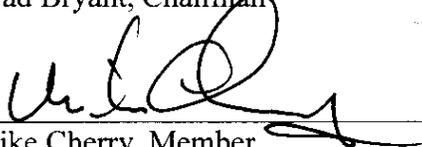
OTHER BUSINESS THAT MIGHT ARISE: Commissioner Cherry thanked the Village of Logan for allowing the Quay County Commission to have their meeting in Logan.

Commissioner Cherry announced the Commissioners would be having lunch following the adjournment of this meeting at the Annex restaurant. The public is welcome to attend.

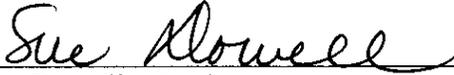
There being no further business, a MOTION was made by Mike Cherry, SECONDED by Sue Dowell to adjourn the regular meeting of the Board of Quay County Commissioners until the next regular meeting set for Monday, May 13, 2013 unless sooner called. MOTION carried with all members voting "aye". Time noted 11:50 a.m.

BOARD OF QUAY COUNTY COMMISSIONERS

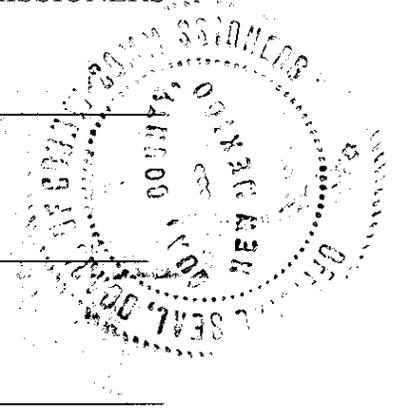
Brad Bryant, Chairman



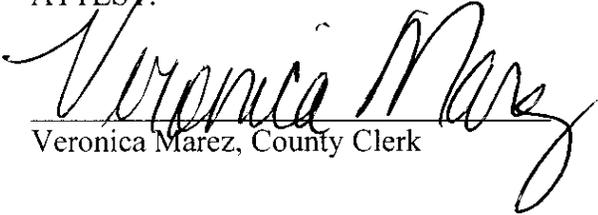
Mike Cherry, Member



Sue Dowell, Member



ATTEST:



Veronica Marez, County Clerk

ELECTION HELD AT *Quay County*, NEW MEXICO
April 23, 2013

QUESTIONS OR CANDIDATES PRECINCT NOS. →	Shall Sunday Sales of Alcoholic beverages by the drink for consumption on licensed premises of licensees be allowed in the unincorporated areas of "Quay County?"		TOTAL VOTES CAST
	YES	NO	
- House	2	11	13
2 - Forrest	0	7	7
3 - San Jon	5	4	9
4 - Nara Visa	8	12	20
5 - Logan	1	1	2
6-12 VCC	10	3	13
Absentee/Early	23	2	25
TOTALS	49	40	89

We, the undersigned, certify the above and foregoing is a correct canvass of the returns of the election held at the time and place indicated above.

Witness our signatures this *27* day of *April*, 2013

Attest:

Veronica Marquez

Clerk.

Sue Howell

NARRATIVE ACTION PLAN FOR FY 2014
Quay County Family Health Center – Tucumcari, NM

Contractor: Quay County Commission

Reporting Site: Quay County Family Health Center

Estimated level of services for primary health care: *Include a listing of the types of services offered. Please explain if services will be the same, increased or decreased in comparison to FY13. Failure to achieve 90 percent of projections could result in funding reductions.*

Quay County Family Health Center offers the following primary care services. These services are either provided directly by staff or facilitated through contracts and referral arrangements. The following primary health care services are provided directly at the clinic:

- Primary medical services
- Preventive health service
- Limited diagnostic lab
- Pharmacy (limited)
- Referral to supplemental service providers and hospitals
- Health education
- Disease screening and infection control
- Immunization-VCF Program
- Sexually Transmitted Disease Program
- Family Planning Program
- B&CC Program
- PE-MOSAA certified Services

In addition, the clinic provides individual health education services to patients regarding a wide variety of issues (e.g., diet, diabetes counseling, cholesterol, exercise, family planning, HIV/AIDS and other STD's) and age appropriate immunizations for adults and children in the area. Staff also directly organizes or participates in partnerships with other patient serving community groups to provide community activities that focus on risk assessment, disease screening, and education outreach activities. The clinic also participates in community outreach activities including health fairs organized by the larger community. The Health Center has joined with the local Public Health Department to provide a full range of childhood immunizations and participates in the statewide Breast and Cervical Cancer screening program.

The clinic provides access to the following services through referral arrangements:

- Obstetrical delivery
- Emergency medical services
- Mammography
- Complex diagnostic lab
- Radiology
- Case management for public insurance and assistance
- Medical sub-specialty services (cardiology, orthopedics, ophthalmology, etc.)
- Mental health and substance abuse service

The Quay County Family Health Center has sustained a stable provider-staffing pattern and extended hours of service over the past year. These factors have increased access to care, enabled the clinic to reduce wait times for appointments and promoted patient attachment to “their own doctor”. This has improved patient compliance with chronic care management appointments and increased utilization of prevention services. In FY14 the QCFHC anticipates providing **4,400 primary care** encounters. This is in line with FY13 projections and current performance.

Staffing: *List the staff positions and job classification for all primary care providers and other key personnel.*

The Quay County Family Health Center is staffed by experienced and qualified staff. The proposed clinic-staffing pattern for FY 2014 includes:

<u>Position</u>	<u>FTE</u>
Physician	0.5
Nurse Practitioner	1
MAI	1
MAII	1
Administrator	1
Customer Access Representative	2
Custodian	0.5

Recruitment and Retention: *Indicate current vacancies, and outline recruitment and retention efforts (including involvement with NM Health Resources, Inc.).*

The Physician/Medical Director position is open and recruiting is underway. Our Medical Director is leaving at the end of May.

PMS has a standardized procedure for recruitment across programs. Positions are posted through the Corporate Offices Human Resources Department. PMS now has dedicated recruitment staff assigned primarily to professional recruitment activities and a more visible presence at national and regional recruitment events. Position postings are advertised in local, regional, national or special target population print or electronic media. Local, regional and/or statewide newspapers are used as a primary communication source dependent upon the type of position available and the likelihood of viable candidates accessing the advertisement. When vacancies occur in professional medical positions, the clinic utilizes the recruitment services of the PMS Recruitment Department, Corporate Clinical Affairs Office, New Mexico Health Resources, private recruitment firms, Medical School contacts, and the Human Resource Department to promote recruitment efforts. The clinic also utilizes the PMS Web Site Home Page on the Internet to complement their recruitment efforts.

Hours of operation: *List the hours of operation for the clinic(s) in the health care underserved area (HCUA), indicate if the clinic closes during the lunch hour. Are all services provided during these hours or is a particular service offered only on certain days? Are there expanded hours of operation certain days of the week?*

Current hours of operation are 7:30 a.m. to 5:30 p.m. Monday – Friday including during the lunch hour. All services are provided during these hours.

After-hour coverage and emergency care: *Describe the procedures in place to serve patients who call after the clinic is closed for the evening and/or weekend. Describe how emergency situations are handled within the clinic during working hours.*

After hours care is handled by a voice messaging system which instructs callers to contact 911 in case of an emergency; in case of a serious problem but not an emergency to go to the Dr. Dan C. Trigg Memorial Hospital; or for non-emergency, non-serious situations to leave name and phone number and clinic staff will return their call during the next business day.

If an emergency situation develops during the course of normal business hours clinic staff stabilize the patient and call 911 for transport to an area hospital for an appropriate level of care.

Dental services: *If these services are provided by your organization, how are they coordinated with medical services?*

Although dental services are not directly provided by the Quay County Family Health Center, the clinic receives federal 330 funds specifically for dental services. A new dentist in town has signed the collaborative agreement and dental services are being referred to that dentist.

Behavioral Health Services: *If these services are provided by your organization, explain what is provided and how those services are coordinated with medical services*

Behavioral Health Services are not provided on-site. However providers at the clinic have developed a close working relationship and Memorandum of Understanding with Mental Health Resources, a behavioral health service provider in Quay County. Referrals for patients needing these services are carefully followed-up by QCFH providers.

Ancillary services: *List the types of ancillary services (such as lab, x-ray, pharmacy) provided or supported by your organization, if applicable.*

Limited laboratory and pharmacy services are provided at the Quay County Family Health Center. Using a referral relationship with Trigg Hospital, patients have access to ancillary x-ray and complex diagnostic laboratory services. Patients have access to limited pharmacy services at the clinic and have the option of accessing pharmacy services through private pharmacy services in Tucumcari.

Specialty clinics: *If applicable, list the types of specialty clinics sponsored by your organization.*

The clinic does not offer any specialty services or clinics on site.

Referral relationships with EMS, hospital, dental, behavioral health and other services: *Briefly describe the referral mechanisms in place for these services. Provide detailed procedure following and/or referring a patient requiring hospitalization.*

Emergency Services Provision: Quay County Family Health Center uses the Quay County EMS system as their medical back-up system when a patient presents with a medical condition that exceeds their practice capability and the patient needs stabilization, referral and transportation to secondary or in-patient services. The local EMS system is very responsive and serves as an integral component of the local health care system.

Hospital and Specialty Referrals: The Dan C. Trigg Memorial Hospital has hospitalists to do admissions, so our providers are not required to obtain hospital privileges.

Normally the Quay County Family Health Center provider works in partnership with Dan C. Trigg Hospital Emergency Room Staff. This relationship facilitates referral access to the local hospital as appropriate. If patients have a preference for certain market areas or if financial access barriers prohibit use of local specialty/hospital services, alternative sites are identified. The insurance patterns of consumers also influence the hospital/specialty referral network. If patients have Blue Cross/Blue Shield, Salud, Lovelace, Molina, Presbyterian Health Plus or other managed care membership, their insurance or HMO network patterns will dictate hospital/specialty referral patterns. Complex diagnostic laboratory and X-ray services are accessed for clinic patients through a referral relationship with Trigg Hospital. Sliding fee schedule patients can obtain support in purchasing these services through the County Indigent Care fund.

Coordination with Behavioral Health and Dental Programs: The community mental health services in Quay County represent a referral point for clinic patients. The clinic has established a close working relationship with behavioral health programs and outreach is ongoing to facilitate patient referral to social and economic support systems that have the capacity to enhance quality of life for consumers. Clinic staff also refers appropriate patients to regional mental health and substance abuse programs.

Dental program coordination is facilitated through Tucumcari dentists when possible. If a patient seeking oral health services is uninsured or Medicaid eligible, dental services are being referred to a new dentist in town who has signed the collaborative agreement.

Coordination with School Based Programs and Other Programs: The clinic is available to provide medical services to local youth for sports physicals. The clinic also coordinates services with local case managers serving the Quay County school system to assist children and their families find and access a medical provider as needed. These are formal relationships that assure access to care for vulnerable student populations. There is one school-based clinic in the area at this time. PMS has been in communication with the San Jon School District who has implemented this program with an offer of collaboration.

Coordination with Public Health: The clinic has established referral patterns with the local Department of Health, Public Health Office. High need low-income patient populations as well as other clinic users benefit from facilitated access to WIC, Family Planning, HIV Testing, Screening and Assessment, Health Education and Immunization services delivered through the Public Health Division. The clinic contracts with the PHD to deliver Cancer Screening and other programs appropriately delivered in a primary care environment. Quay County Family Health

Center also participates with the Public Health Department under existing PMS contracts by serving as a site for Breast and Cervical Cancer Screening, childhood and adult immunizations, HIV testing, family planning and communicable disease testing. In addition, the clinic is an EPSDT provider and point of referral for patients in need of WIC and other well child and family nutritional needs. The clinic coordinates community education and health fairs with the Public Health Department on an annual basis to promote disease prevention and enhance community education.

All referral relationships include a provision for an exchange of information that will support the delivery of primary care follow-up for patients. The clinic provider is responsible for the oversight of the follow-up process on hospital discharges, laboratory result review, signing abnormal findings and instructing staff on necessary contact with patients, as well as reviewing each “no show” to determine the need for follow up. The computer system can be used to send reminder cards on annual women’s health physicals, immunization follow up and any other services that need close monitoring.

Integration and coordination with public and private providers: *Describe participation in collaborative efforts with other providers in the community or region (i.e. participation with community health councils, activities of local/regional primary care advisory boards, activities with the Department of Health Public Health Offices, etc.). Include a description of proposed and on-going collaborative efforts and projects designed to avoid duplication and improve integration of services.*

Collaborative Relationships intended to avoid duplication and improve service integration that are in place and will continue during this project period include but are not limited to:

- Collaboration with Tucumcari and San Jon Senior Citizens will include focus group meetings to identify their needs for primary care services in Quay County and strategies to reduce their travel for health care. Senior services will be a priority and the clinic will try to meet their specific needs.
- The clinic will also be available to the Head Start program to assist with special needs student screening and access to a medical/dental home for children and their family if needed.
- The ambulance service (Tucumcari) will collaborate with the clinic by responding to emergency conditions that emerge.
- The Tucumcari Municipal School will collaborate with the clinic by coordinating physicals for student athletes and scheduling immunizations with the clinic. Clinic staff also collaborates with Mesalands Community College by coordinating physicals for students in the rodeo and wind energy programs.
- The Clinic will collaborate with Trigg Hospital by utilizing the hospital as a referral site for complex laboratory and X-ray services providing access to screening for indigent care funds for low-income patients who are eligible for assistance with bills.

- The Tucumcari Clinic will collaborate with the PHD-WIC program. Additional PHD collaboration will occur through referral relationships with Children’s Medical Services to assure that appropriate children and their families have access to services appropriate for this vulnerable population.
- Clinic staff will collaborate with the Diabetes Education Committee, Early Childhood Intervention committee, County Health Council, Local Welfare to Work coordinating committees and other area community prevention and access facilitation groups to promote health promotion and disease prevention initiatives in the community, clinic and social service agencies. These collaborations will take the form of Health Fairs, prevention training, community health planning needs assessments and implementation documents, etc. The clinic administrator already serves as a member of these committees/coalitions/partnerships. The clinic administrator serves as secretary of MCCH and is on the Executive Committee.
- The Clinic will continue collaboration with ENMU and WTA&M for BSN & MSN students and studies.

In addition to these collaborations, the clinic staff represents the clinic and the people we serve in the following settings:

- Four County Emergency Preparedness Committee
- Tucumcari Emergency Preparedness Committee
- Member Tucumcari Chamber of Commerce
- Member of Quay County Diabetic Educator Grant committee
- Member of Quay County Immunization Committee
- Member of MCCH Pandemic Planning Committee

These collaborations represent a broad spectrum of services to the underserved in the county and assure that the clinic will have constant exposure to the needs of vulnerable populations in the service area.

Other Outreach Activities: In addition to the collaborative and coordinated outreach activities previously described the Clinic will sponsor the following Outreach Activities during this Fiscal year:

- Co-Sponsor Nutrition Classes with the extension Office
- Provide requested health presentations in Quay County
- Co-Sponsor a low cost Colorectal screening for all interested service area members.
- Participate in a Quay County Wellness Fair.
- Continue to co-sponsor annual 5K fitness Fun Run/Walk
- Continue to collaborate with Tucumcari, San Jon and House Sr. Citizens in an effort to create greater access to preventative activities.

These activities are intended to promote access to community based primary care services, assure that ancillary services needed to augment primary care services are available, increase the visibility of the health care needs of residents of the service area, and promote effective and efficient distribution of and access to a broader base of residents in need of health care. In the

long term, these relationships should promote continuity of care, reduce duplication of service, improve integration and promote improvements in quality of life among residents of the county. These collaborations represent a broad spectrum of services to the underserved in the county and assure that the clinic has a constant exposure to the needs of vulnerable populations in the service area.

Description of Involvement in Local and/or County Health Councils: The Quay County Family Health Center is represented on County Health Councils including the Diabetic Education Committee, Early Childhood Intervention Committee and Quay County Health Council. In a rural county such as Quay, which has a shortage of resources, we must coordinate services to assure access to health and health related services for our citizens. Membership on these councils and their related work groups is a key community activity that promotes access to services for all members patients/clients. The Health Council received a flex grant from DOH and has decided to pursue diabetic education services for the area. The Committee, of which the administrator was a part, has begun providing these services one day a week. This service was considered a critical need by the Health Council and by the Quay County Family Health Center Advisory Board.

In addition to the collaborative efforts described above the clinic strives to assist the state in addressing the desired outcomes of the Public Health Division: The opening of this clinic in May 2002 improved the supply of community-based primary care services to under served areas and populations. As this clinic evolved clinic staff used coordination, collaboration and partnership methods to address other Public Health Outcome areas. Key to their methodology was relying on existing county public health initiatives and sustaining these initiatives in Tucumcari by collaborating with program providers and offering them satellite options in the clinic.

The clinic is part of the PHD Breast and Cervical Cancer Screening program to address initiatives to increase the percent of women who obtain pap smears and mammograms in the service area. Mammogram services are coordinated through Trigg Hospital who has recently obtained new mammogram equipment making it easier for area women to access services. The clinic coordinates with area school and senior service programs, pre schools, pregnant women, and participants in well child and WIC programs, to deliver age- appropriate vaccine levels for children and adults. By using community awareness strategies, voice, and print media in the area, residents in need of services are saturated with enough information to influence behavior and set a community standard for immunizations.

The clinic is an STD/HIV testing site. The clinic collaborates with the WIC program with the expected outcome of facilitating access to services that will improve the health of young children and toddlers. The clinic participates in Family Planning Programs and the Vaccine for Children Program. As the clinic evolves and staff becomes active in other collaborative initiatives, other public health objectives will be addressed.

Diabetes: Briefly describe efforts related to improving A1C, blood pressure or LDL outcomes in your diabetes patient population. Would your organization be willing to work with the NM Diabetes Prevention and Control Program to improve these outcomes?

PMS has a 3-pronged approach to improving the management and health outcome for diabetic chronic disease management, consisting of:

- 1) **Data collection and analysis.** PMS is in the latter stage of installation and implementation of our company-wide electronic health record (“EHR”). This will enable us to collect and analyze data on this population for the first time. We will be able to measure performance and trend data on all three indicators (A1C, HTN, and LDL) for comprehensive diabetic patient management. The newest version of the EHR has specific reports for UDS and Meaningful Use, which include these three primary diabetic management indicators.
- 2) **Provide feedback on indicators to providers.** With these new EHR reports, we will be able to track performance at the clinic site level, and eventually at the provider level.
- 3) **PCMH certification.** PMS is pursuing Patient Centered Medical Home Certification (“PCMH”) thru NCQA in a phased implementation. We anticipate that the PCMH approach will improve our ability to manage diabetic patients thru the implementation of diabetic self-management tools and thru the use of diabetic patient registries.

PMS connects with, and keeps abreast of NM DOH’s Diabetes Prevention and Control Program via the NMPCA’s Clinical Performance Improvement Committee. They have been very helpful with providing literature for patients and educational opportunities for providers.

Methods for increasing clinic utilization and other outreach activities for

indigents: *What is being done or planned to reach and/or serve persons including the medically indigent population who are not currently being served by your organization or other providers? Is there a way to increase utilization within the HCUA? Have you reached capacity?*

The Quay County Family Health Center Staff, County Administration and representatives of Presbyterian Medical Services use the local morning radio talk program as a predominant vehicle for keeping the community abreast of clinic hours, services and procedures for use. Since Quay County does not have a daily newspaper, this voice media is a very effective option for reaching the target area including the medically indigent in the target area. In addition, Advisory Board sponsored activities have drawn many medically indigent community members to information meetings. Low cost screening activities augment clinic service utilization and are attractive to lower income users who are uninsured and could not afford services in the private fee-for-service setting. PMS staff work with the Department of Workforce Solutions, the County Indigent Fund administrators, Dan C. Trigg Hospital, and other low income serving agencies to assure that the indigent population is aware of their ability to access affordable health care at the clinic. Word of mouth, especially among low income patient users and Advisory Board members has also been useful in attracting the indigent to the clinic. Clinic staff also makes presentations at public meetings that inform the target area residents of available serviced.

A joint construction project between PMS and the Quay County Commission recently allowed the clinic to expand space to meet its growing demand for services. This collaborative effort allowed the clinic to increase examining room space to meet the community’s need for services and the clinic’s capacity to see patients. This increased capacity has overcome the clinic’s previously cramped quarters, reduced wait time for appointments and thus has eased access to services at the clinic.

Governing Board and/or Local Regional Advisory Board: *Describe proposed activities, planned meetings, special projects, roles and responsibilities in collaboration/coordination discussions. Describe how the actions of the board are communicated with clinic staff. Describe process for handling patient, employee and community concerns. Please attach electronically the roster of board members.*

The Quay County Advisory Board is instrumental in assessing the needs of the community and representing the community to make sure that Quay County Family Health Center is utilizing its primary care services to their fullest capacity and addressing the needs of the population it serves.

The Advisory Board reviews membership regularly and reappoints members as needed. The Advisory Boards specific activities include review and implementation of operating guidelines which define the purpose of the Advisory Board; define the appointment; the size, composition and leadership of the Advisory Board; set meeting schedules; provide for reimbursement of travel expenses; refine functions of the Advisory Board; and set forth a statement on nepotism and conflict of interest. The Advisory Board meets no less than four times a year to consider and provide input on clinic operating decisions related to budget, scope of services, payment policies and procedures, hours of operation and staffing. The Advisory Board is an active participant in planning and implementing community activities that promote the clinic in the community and participate in health fairs, Chamber of Commerce presentations, public awareness campaigns, and morning talk radio programs that promote clinic services. The Advisory Board and contractor provide the Commission with regular reports on clinic activities/needs. The activities of the Advisory Council are communicated to clinic staff through the program administrator.

Patient Complaint Policies: Presbyterian Medical Services (PMS) provides integrated health, education and human services to the multi-cultured people of the Southwest. All individuals interacting with PMS are treated with dignity, care, and respect. PMS recognizes and observes the rights of clients/patient/families/guardians/residents/visitors (customers) to grieve and/or articulate compliments about conditions, treatments, or actions with which they are satisfied or dissatisfied. PMS also recognizes that compliments and grievances serve as a source of information for validating and improving processes.

PMS customers are provided information on complaint and grievance procedures via signage at PMS facilities. Clients, patients, families, guardians, residents, visitors, or anyone who interacts with PMS may file a complaint or grievance verbally or in writing resulting from dissatisfaction with service provided by PMS. On the initial identification of a complaint/grievance, an attempt is made to resolve the issue immediately. PMS customers are encouraged to discuss issues with the Program Administrator at the time the issue occurs. If the grievance cannot be resolved immediately, it is investigated and appropriate action is taken. The Program Administrator or their designee will investigate the grievance within 10 working days by gathering information and interviewing the parties involved in the issue. The grievance is documented on the PMS Customer Grievance Log (CGL). The documentation will include the name of the individual(s) involved, a description of the details of the grievance, and the resolution or outcome of the grievance. The investigation will result in a written document that summarizes the findings of the investigation, resolution decision and the method to request a Grievance Committee review if the customer is not satisfied with the resolution decision. Customer notification of the resolution decision will occur five (5) working days after completion of the investigation. If the resolution

decision is not acceptable to the customer, the customer can request review by a Grievance Committee within thirty working days from the date of a notification of a resolution decision. When necessary a Grievance Committee will be appointed by the Corporate Compliance Officer or his designee. The Grievance Committee will consist of at least three (3) members appropriate to the nature of the grievance. The Grievance Committee will be appointed and meet within fifteen (15) working days. The Grievance Committee will review the case on its merits and give a final written decision to the customer and the Program Administrator within ten (10) working days of the Grievance Committee review meeting. This decision is final and binding.

Practices for Addressing Community Concerns: PMS is actively involved with community groups to address the needs of the population they serve and to address community concerns related to their responsiveness to the community. Program Administrators, Regional Directors and Corporate staff serve on local committees that focus on health and human service issues. This process helps keep lines of communication open in order to be responsive to community interests related to PMS’ role in the community and the services PMS provides. Community concerns are addressed with due diligence by meeting with individuals and agencies expressing a need for information or a desire to clarify and resolve a local issue. Local Advisory and Community Guidance Councils are also very important resources when addressing concerns expressed by the community. PMS views these groups as the voice of the community bringing clarity and advice to the table.

Employee concerns are communicated in staff meetings and through joint meetings with supervisors and other representatives of the organizations leadership team.

Funding Information: Please indicate funding sources and amounts received in FY 13 from all State, Federal, and County sources. Information can be listed for the contractor. No need to breakout each clinic’s proportion unless the funding is specific to individual clinics.

Funding Source	Amount	Award Period	Site
Federal 330 (dental services)	\$158,796	1/1/2013 – 12/31/2013	Quay County FHC
RPHCA	\$115,000	7/1/2012 – 6/30/2013	Quay County FHC
State BCC	\$1,295	7/1/2012 – 6/30/2013	Quay County FHC

Sliding Fee Scale: Please submit the most current sliding fee scale electronically.

Audit: Please list the date of the most recent audit. Please send the hard copy of the audit to:
 LeeAnn Roberts, RPHCA Program Manager
 300 San Mateo Blvd. NE, Suite 900
 Albuquerque, NM 87108.

Patients by Age, Gender, Race/Ethnicity and Linguistic Preference

The New Mexico Department of Health has requested data similar to annual UDS reports submitted by the federally funded sites. For the non-federally funded sites, please estimate as best you can for the following two tables.

Patients by Age and Gender - Calendar year 2012

Age Group	Male Patients	Female Patients
Under Age 1	6	13
Age 1	9	9
Age 2	10	10
Age 3	7	11
Age 4	8	7
Age 5	11	8
Age 6	10	7
Age 7	10	6
Age 8	5	9
Age 9	8	11
Age 10	5	3
Age 11	4	10
Age 12	11	11
Age 13	9	4
Age 14	12	10
Age 15	12	5
Age 16	11	14
Age 17	10	9
Age 18	9	13
Age 19	8	15
Age 20	9	11
Age 21	6	13
Age 22	9	10
Age 23	6	11
Age 24	7	11
Ages 25-29	29	48
Ages 30-34	31	46
Ages 35-39	34	57
Ages 40-44	39	45
Ages 45-49	44	66
Ages 50-54	59	60
Ages 55-59	53	64
Ages 60-64	27	60
Ages 65-69	36	49
Ages 70-74	24	22
Ages 75-79	9	17
Ages 80-84	16	20
Ages 85 and over	9	8
Total	622	803

Patients by Race/Ethnicity/Language – Calendar Year 2012

Ethnicity	Number
Hispanic or Latino	707
All Others (including unreported)	718
Total	1,425

Race	Number
Asian/Hawaiian/Pacific Islander	2
Black/African American <i>(including those of Hispanic or Latino descent)</i>	15
American Indian/Alaska Native <i>(including those of Hispanic or Latino descent)</i>	9
White <i>(including those of Hispanic or Latino descent)</i>	1,267
More than one race	6
Unreported/Refused to report	126
Total	1,425
Number of patients best served in a language other than English	30

The Totals listed above should be the same.

Reproductive Health Care:

The New Mexico Department of Health is gathering information specific to RPHCA funded primary care clinics and reproductive health related services. This information will be used as a basis for further planning on how to decrease the levels of teen pregnancy and explore services related to reproductive health. For FY14 we are reporting combined coding. For future years we may breakout individual ICD9 codes as needed.

Reproductive Health Services provided by RPHCA funded clinics Patients 15 to 17 years old Calendar Year 2012 (Jan-Dec)

RPHCA Funded Contractor Name: Quay County Commission

Reporting Clinic(s): PMS/Quay County Family Health Center

Please report on the following ICD9 coded services:

- V25.01 Contraceptive Management
- V25.02 Initiation of other contraception methods
- V25.03 Emergency Contraception
- V25.09 FP advice, other
- V25.1 IUD insertion
- V25.41 Surveillance Rx Contraceptive Pill

- V22.2 Pregnancy state, incidental
- V72.40 Pregnancy exam or test, pregnancy unconfirmed
- V72.41 Pregnancy exam or test, negative result

- 054.10 Herpes, genital, unspecified
- 078.11 Condyloma acuminatum (genital warts)
- 079.4 HPV
- 079.98 Chlamydia infections
- 098.0 Gonorrhea
- 131.01 Trichomonal Vulvovaginitis
- V01.6 STD, Exposure to
- V74.5 Screening-STD/VD

Combined total Encounters reflecting above coding for CY 2012 12

Unduplicated Patients (age 15-17) reflecting above coding for CY 2012 4

**2013 LOCAL / REGIONAL ADVISORY BOARD
QUAY COUNTY FAMILY HEALTH CENTER**

Name/ Office	Board (G/A)	Gender	Ethnicity (H)ispanic (A)nglo (AI) American Indian	Occupation/ Expertise	(L)ive (W)ork In Service Area	**Board Term Expires	Years of Continuous Service	Consumer of Services (Y/N)
Alida Brown	A	F	A	MCCH coordinator	L/W	n/a	10	yes
Rose Kelly	A	F	H	Clerical	L/W	n/a	10	yes
Jessie Robinson	A	F	A	Retired	L/W	n/a	10	yes
Shirley Arias	A	F	H	Transportation	L/W	n/a	1	yes
Todd Steele	A	M	A	Mechanic	L/W	n/a	1	yes
Bonnie Mitchell	A	F	A	Clerical	L/W	n/a	1	yes
Richard Primrose	A	M	A	County Manager	L/W	n/a	4	yes
Rhonda Gutierrez	A	F	H	Mental Health Resources	L/W	n/a	yes	yes
Peggy Greaser	A	F	A	Retired	L/W	n/a	1	yes
Franklin McCasland	G	M	A	Arch Hurley Manager	L/W	n/a	1	yes

**There is no expiration of term for the council members.

**RPHCA Program
Annual Projected Operations Form - Page 1**

Organization Name: Quay County Commission		Contract #	
Reporting Site: PMS/Quay County Family Health Center		# of Clinics 1	
Action Plan Item		Projected Annual Target	
Level of Operations	Total Number of Primary Care Encounters	4,400	
	By Provider Type:		
	Physician Encounters	1,800	
	Midlevel Practitioner Encounters	2,600	
	Dentist Encounters	n/a	
	Dental Hygienist Encounters	n/a	
	Behavioral Health Encounters	n/a	
	All Other Licensed/Certified Provider Encounters	n/a	
	By Payment Source:		
	Sliding Fee Encounters-Medical	1,000	
	Sliding Fee Encounters - Dental	n/a	
	Medicaid Encounters - Medical	1,500	
	Medicaid Encounters - Dental	n/a	
	County Indigent Encounters	n/a	
	Other 3 rd Party Encounters	950	
Medicare Encounters	900		
100% Self Pay (non-discounted/non-3 rd party) Encounters	50		
Unduplicated Number of Users	Total # of unduplicated users	1,425	
	At or Below Poverty	1,100	
	Between Poverty and 200% of Poverty	300	
	Above 200% of Poverty	25	
Staffing Level	Administrative Staff	3.0	
		Clinical FTEs	Admin FTEs
	Physicians	0.5	n/a
	Certified Nurse Practitioners	1.0	n/a
	Physician Assistants	n/a	n/a
	Certified Nurse Midwives	n/a	n/a
	Dentists	n/a	n/a
	Dental Hygienists	n/a	n/a
	Clinical Support Staff	2.0	
All Other Staff	0.5		
Primary Care Financial Information	Total Primary Care Revenues - all sources	\$718,800	
	Sliding Fee Revenues – Medical	\$68,000	
	Sliding Fee Revenues - Dental	\$0	
	Medicaid Revenues - Medical	\$205,200	
	Medicaid Revenues - Dental	\$0	
	County Indigent Fund Revenues	\$0	
	Other 3 rd Party Revenues	\$75,000	
	Medicare Revenues	\$92,000	
	100% Self Pay (non-discounted/non-3 rd party) Patient Revenues	\$3,600	
	Contracts/Grants Revenues (including RPHCA)	\$275,000	
	Total Primary Care Expenditures	\$650,000	
	Total Primary Care Charges	\$700,000	
	Sliding Fee Discounts - Medical	\$170,000	

**RPHCA Program
Annual Projected Operations Form - Page 2**

	Sliding Fee Discounts - Dental	\$0
Organization Name: Quay County Commission		Contract #
Reporting Site: PMS/Quay County Family Health Center		# of Clinics 1
User Information	Total Number of Users to be Served	1,425
	Number Female	803
	Number Male	622
	Number Hispanic	707
	Number Non-Hispanic White	661
	Number Native American	9
	Number Black	15
	Number Other	33
	Total Number by Age Category	
	0-12	219
	13-19	141
	20-44	422
	45-64	433
65+	210	
	Number of Medicaid Users	438
Reimbursement Rates	FQHC	\$149.47
	RHC	n/a
	Other (specify)	n/a
	Other (specify)	n/a
Board Meetings	Does the Governing Board meet on a regular basis? Yes <u>XX</u> No <u> </u>	
	Indicate dates and time of meetings. (example: 3rd Tuesday of each month at 7pm) The PMS Board meets the second Tuesday of every month.	
	If applicable, does the Advisory Board meet on a regular basis? Yes <u>XX</u> No <u> </u>	
	Indicate dates and time of meetings. (example: 3rd Tuesday of each month at 7pm) Meets quarterly - the first Thursday of the last month of the quarter	
Prepared by: L. Stephens, Grants and Contracts Manager		
		Date: 4/16/2013

RPHCA CONTRACT CONTACT PERSONNEL FY14

Please provide the following contact information identifying staff you want us to contact when questions arise. Please do not list subcontractors. Thank you for your assistance in this matter.

Organization Name	Quay County Commission
Address	200 South 3 rd P.O. Box 1246 Tucumcari, NM 88401
Phone	575-461-2112
FAX	575-461-6208

	CONTACT PERSON	TITLE	PHONE (if different from above)	EMAIL	ADDRESS (if different from above)
Executive Director/ Administrator	Becky Wallace	Administrator, Quay County Family Health Center	575-461-2200	Becky_Wallace@pmsnet.org	1302 E. Main Street Tucumcari, NM 88401
Medical Director	Dr. Ellen Piernot – interim Clinical Director	Medical Director of Primary Care and Health Information, PMS	505-982-5565	ellen_piernot@pmsnet.org	1422 Paseo de Peralta Santa Fe, NM 87501
Dental Director	Dr. David Hanson	Dental Director, PMS	575-289-3291	David_Hanson@pmsnet.org	6349 U.S. Highway 550 Cuba, NM 87013
Behavioral Health Issues					
Program Issues	Richard Primrose	County Manager			
Contract Action Plan/Annual Projections	Richard Primrose	County Manager			
QI/QA Plan	Julie Lafferty	County Purchasing			
Diabetes hbA1c Report	Julie Lafferty	County Purchasing			
Monthly Narrative/ Monthly Level of Operations Form	Julie Lafferty	County Purchasing			
Financial Issues	Cheryl Simpson	County Financing			
Monthly Invoices	Julie Lafferty	County Purchasing			

2013- 2014 Sliding Fee Scale for Clinic Services

Percent of Patient Charges to be paid by income and family size

Family Size	Minimum	Pay	25%	Pay	50%	Pay	75%	Pay	100%	Pay
1	\$0	\$11,490	\$11,491	\$15,316	\$15,317	\$19,154	\$19,155	\$22,980	\$22,981	OVER
2	\$0	\$15,510	\$15,511	\$20,675	\$20,676	\$25,855	\$25,856	\$31,020	\$31,021	OVER
3	\$0	\$19,530	\$19,531	\$26,033	\$26,034	\$32,557	\$32,558	\$39,060	\$39,061	OVER
4	\$0	\$23,550	\$23,551	\$31,392	\$31,393	\$39,258	\$39,259	\$47,100	\$47,101	OVER
5	\$0	\$27,570	\$27,571	\$36,751	\$36,752	\$45,959	\$45,960	\$55,140	\$55,141	OVER
6	\$0	\$31,590	\$31,591	\$42,109	\$42,110	\$52,661	\$52,662	\$63,180	\$63,181	OVER
7	\$0	\$35,610	\$35,611	\$47,468	\$47,469	\$59,362	\$59,363	\$71,220	\$71,221	OVER
8	\$0	\$39,630	\$39,631	\$52,827	\$52,828	\$66,063	\$66,064	\$79,260	\$79,261	OVER
9	\$0	\$43,650	\$43,651	\$58,185	\$58,186	\$72,765	\$72,766	\$87,300	\$87,301	OVER
10	\$0	\$47,670	\$47,671	\$63,544	\$63,545	\$79,466	\$79,467	\$95,340	\$95,341	OVER
11	\$0	\$51,690	\$51,691	\$68,903	\$68,904	\$86,167	\$86,168	\$103,380	\$103,381	OVER
12	\$0	\$55,710	\$55,711	\$74,261	\$74,262	\$92,869	\$92,870	\$111,420	\$111,421	OVER
Each Addit'l		\$4,020	Each Addit'l	\$5,359	Each Addit'l	\$6,701	Each Addit'l	\$8,040	Each Addit'l	

Based on HHS Annual Update of Poverty Guidelines published 03/13

Effective April 01, 2013

Quay County Family Health
Program Name

Lecky Wallace
Administrator/Program Director

Escala Movil Para Pagar Los Servicios De La Clinica En 2013-2014

Porcentaje que debe pagar el paciente por servicios medicos en base a sus ingresos y numero de personas en

# de Familiares	Pago	Minimo	25%	50%	75%	100%	del Pago
1	\$0	\$11,490	\$11,491	\$15,317	\$19,154	\$22,980	+
2	\$0	\$15,510	\$15,511	\$20,676	\$25,855	\$31,020	+
3	\$0	\$19,530	\$19,531	\$26,033	\$32,557	\$39,060	+
4	\$0	\$23,550	\$23,551	\$31,392	\$39,258	\$47,100	+
5	\$0	\$27,570	\$27,571	\$36,751	\$45,959	\$55,140	+
6	\$0	\$31,590	\$31,591	\$42,109	\$52,661	\$63,180	+
7	\$0	\$35,610	\$35,611	\$47,468	\$59,362	\$71,220	+
8	\$0	\$39,630	\$39,631	\$52,827	\$66,063	\$79,260	+
9	\$0	\$43,590	\$43,591	\$58,105	\$72,665	\$87,180	+
10	\$0	\$47,670	\$47,671	\$63,544	\$79,466	\$95,340	+
11	\$0	\$51,690	\$51,691	\$68,903	\$86,167	\$103,380	+
12	\$0	\$55,710	\$55,711	\$74,261	\$92,869	\$111,420	+
Cada Familiar Adicional		\$4,020		\$5,359	\$6,701	\$8,040	

La Tabla se fundamenta en la ultima informacion publicada en Mar/12 por el Departamento de Salud y Services Humanos con respecto a las Directrices que establecen el nivel c

Fecha de Vigencia 1 de Abril 2013

Quay County Family Health

Deborah Wallace
Administrador



Volunteer Firefighters Adjusted Qualification Report

Instructions: Please print or type in black or blue. The original of this form must be returned to PERA for processing.

SECTION A - GENERAL INFORMATION

1. Member Name: John R. Bugg
 2. Social Security Number: -
 3. Fire Department: Conservancy Fire District # 1
 4. PERA Number: 09636

SECTION B - CERTIFICATION

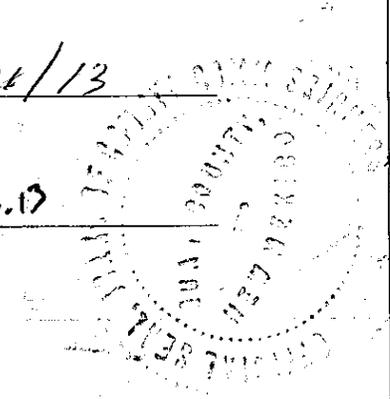
I, _____, affirm that the records submitted on the attached Adjusted Qualification Record for Individual Volunteer Firefighter are true and correct.

John R. Bugg
 Member Signature

4/26/13
 Date

[Signature]
 Municipal Mayor or Chairman of County Commission

4.26.13
 Date



State of New Mexico)
 County of Quay) SS:

Subscribed and sworn to before me by John Bugg & Mike Cherry on this the 26 day of April 2013

My Commission Expires 12/7/2013

Notary Public Telephone No: 575-461-0510

[Signature]
 Notary Signature

Return this Report with the Adjusted Qualification Record for Individual Volunteer Firefighter and completed Member Enrollment Form to the Public Employees Retirement Association.

Keep copies for your records.



Public Employees
Retirement Association
of New Mexico

Public Employees Retirement Association Of New Mexico

P.O. Box 2123, Santa Fe, New Mexico 87504-2123

(505) 476-9401 fax (800) 342-3422 voice

www.pera.state.nm.us

Print Form

**Adjusted Qualification Record
for Volunteer Firefighter**

Instructions: Please print or type in dark ink. The original of this form must be returned to PERA for processing.

Member Name: John R. Bugg Social Security Number: _____

Fire Department: Conservancy Fire District #1 PERA Number: 09636

No.	Year	Fire Drills		Business Meetings		Emergency Responses	
		Held	Attended	Held	Attended	Held	Attended
1.	1983	12	10	12	10	25	15
2.	1984	12	12	12	8	22	14
3.	1985	12	12	12	10	18	9
4.	1986	12	12	12	9	29	18
5.	1987	12	11	12	8	30	16
6.	1988	12	10	12	9	33	22
7.	1989	12	9	12	10	35	25
8.	1990	12	8	12	11	28	19
9.	1991	12	12	12	12	24	16
10.	1992	12	11	12	12	16	10
11.	1993	12	12	12	9	22	14
12.	1994	12	8	12	8	23	19
13.	1995	12	9	12	9	29	20
14.							
15.							
16.							
17.							
18.							
19.							
20.							
21.							
22.							
23.							
24.							
25.							

MEMBER SIGNATURE: _____

John R. Bugg

DATE: _____

4/26/13



Dump Truck Quote

April 19, 2013

2014 660S SBA 6X4
(USA DOLLAR)

DESCRIPTION	Price
Factory List Prices:	
Product Items	\$172,022.24
Emission Charge	\$8,000.00
Service Items	
Total Factory List Price Including Options:	\$180,022.24
Freight Charge	\$2,025.00
Total Freight	\$2,025.00
OBD Surcharge	\$650.00
Commodities Surcharge	\$0.00
California Clean Idle Sticker	\$0.00
Total Factory List Price Including Freight:	\$182,697.24
Less Customer Allowance:	(\$38,901.80)
Additional Allowance	(\$14,862.72)
Total Vehicle Price:	\$128,932.72
Body	\$21,995.00
5 yr/200K warranty Declined	\$0.00
Total Sale Price:	\$150,927.72
FET	
Trade allowance	\$0.00
Title & License	
Total Per Vehicle Sales Price:	\$150,927.72
Net Sales Price:	\$150,927.72

This quote from Wagner Equipment comes standard with the CT660 package to include power windows, ProductLink subscription for three (3) years and an EPA complaint engine. "Body" is PTO unit for CX31 and 14' dump Gallion 500T installed

In accordance with our discussion, we are pleased to submit the following confirmation of our verbal quote. We Propose to furnish this equipment using NM SPA 22-000-00-00105 "Vehicle 3" modified as requested.

Thank you for the opportunity of quoting this project. Our Dealership remains at your disposal for any additional information or assistance that you may require.

Approved by Seller:

Accepted by Purchaser:

Kurt Bowers- Wagner Equipment Co

Official Title and Date

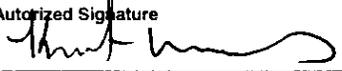
Firm or Business Name

Sales-Service Manager

Quay County

Authorized Signature

Authorized Signature and Date



4/25/13



Official Title and Date

County Manager 4/26/13

This proposal is not binding upon the seller without Seller's Authorized Signature

EXEMPTION CERTIFICATE
FOR USE BY STATES AND LOCAL GOVERNMENTS
(IRC SECTION 421(a)(4))

Date: 4/26/13

I hereby certify that I am Richard D Primeose County Manager
(Name and Title)

of Quay County, that I am authorized to execute this
(State or Local Governmental Entity)
certificate, and that:

the article or articles specified in the accompanying order or on the reverse side
hereof or all orders placed by the purchaser for the period (not to exceed 12 calendar
quarters) are, or will be, purchased from:

Name of Manufacturer: Wagner Equipment Co.
for the exclusive use of: _____
(Governmental Unit)

of Quay County
(State or Local Governmental Entity)

I understand that the exemption from tax in the case of sales of articles under this
exemption certificate to a state or local government is limited to the sale of articles purchased
for its exclusive use. I understand that the fraudulent use of this certificate for the purpose of
securing this exemption will subject me and all parties making such fraudulent use of this
certificate to a fine of not more than \$ 10,000, or to imprisonment for not more than 5 years, or
both, together with the costs of prosecution.

Richard D. Primeose
(Signature)

P.O. Box 1246
(Address)

300 S 3RD ST

TULMCAH NM 88401

SALES CONTRACT SECURITY AGREEMENT AND FINANCING STATEMENT (New Mexico/Texas)

Seller/Secured party: **WAGNER EQUIPMENT CO.** Street Address: 4000 Osuna Rd. N.E., Albuquerque, NM 87125 10501 Dyer St., El Paso, TX 79904
 Mail Address: P.O. Box 25007 Albuquerque, NM 87125 Telephone: 505-345-8411 Date 04/26/13

Buyer/Debtor: Quay County Roads
 Mailing Address: PO Box 1246
 City: Tucumcari County: Quay State: NM Zip Code: 88401
 Ship To Name: Larry Moore Address: same
 City: _____ County: _____ State: _____ Zip Code: _____
 Requested Shipping Date: _____ Via: _____
 Shipping and Special Instructions: _____ FOB: _____
 Customer No: 72094 Customer PO #: _____ Salesman Number: 7055

PART I -- SALES AGREEMENT: The Seller agrees to sell to the Buyer the following described machinery and/or equipment ("the Goods"):

Quantity	COMPLETE DESCRIPTION OF EQUIPMENT			PRICE TOTAL		
1	Make	Caterpillar	Model	CT660 Dump Truck	150,927.72	\$150,927.72
	ID #	TBD	S/N	TBD		
1	Make	Caterpillar	Model	CT660 Dump Truck	150,927.72	\$150,927.72
	ID #	TBD	S/N	TBD		
	Make		Model			\$0.00
	ID #		S/N			

This equipment is Business Buyer is Individual Incorporated in State of _____
 to be used for Farming Partnership Soc. Sec.# _____ Fed. I.D. No. _____

THESE GOODS ARE SUBJECT TO A SECURITY INTEREST RETAINED BY THE SELLER TO ASSURE PAYMENT IN FULL AS PROVIDED IN PART II

(PURCHASE MONEY SECURITY AGREEMENT) OF THIS AGREEMENT.	Total	\$301,855.44
Make _____ Model _____ S/N _____	Less Trade-In (If Any)	\$0.00
PLEASE READ - THIS ORDER WHEN DULY SIGNED IS NON-CANCELLABLE.	Sub-Total	\$301,855.44
THIS AGREEMENT INCLUDES THE PROVISIONS ON THE REVERSE SIDE	Tire Credit	
OF THIS AGREEMENT. THE RESPONSIBILITY FOR CLAIMING SALES TAX	FET Tax @ <u>exempt%</u>	
EXEMPTION SHALL BE UPON BUYER. THIS AGREEMENT SHALL NOT BE	Plus Sales Tax @ _____	\$0.00
VALID UNLESS ACCEPTED AT THE EXECUTIVE OFFICES OF SELLER IN	Plus Pay-off on Trade-in	\$0.00
ALBUQUERQUE, NM, BY A DULY AUTHORIZED OFFICER OF SELLER.	Less Cash Down Payment	
	Total Unpaid Cash Balance Sale Price	\$301,855.44

TERMS: Cash on Delivery A down payment may be required at time of order placement.
CANCELLATION CHARGES: All equipment, engineering fees, the cost of the preparation of submittals and drawings and labor expense for any items not returnable to our vendors at time of cancellation are the buyers responsibility and are subject to a 15% handling charge.

BUYER'S REQUEST FOR INSTALLMENT TERMS: (Signed UCC-1 Required)
 Buyer requests Seller extend credit to Buyer for the unpaid cash balance sale price payable as follows:
 Payments of _____ including finance charge for full term. First payment due 5th 10th 15th (check one)
 In the event Seller agrees to extend the requested credit, Buyer promises to execute a Note and Security Agreement containing the installment terms including interest as set out in the Note and Security Agreement submitted to the Buyer by the Seller and execute one or more Financing Statements. Approval of this requested credit shall be indicated by the Seller submitting to Buyer the Note and Security Agreement.
 NOTE INTEREST RATE TO BE _____ % PER ANNUM; **Plus applicable documentation fees.**

WARRANTY EXTENDED BY SELLER: NEW ENGINE WARRANTY USED ENGINE WARRANTY
 EXTENDED SERVICE COVERAGE MONTHS _____ HOURS _____
 NO WARRANTY EXPRESS OR IMPLIED, "AS IS, WHERE IS"
 OTHER _____

BILL OF SALE FOR TRADE IN FROM BUYER If, as part of this transaction, the Buyer provides any trade-in, then the following applies. For value received, the Buyer bargains, sells, grants and conveys to the Seller, all right, title and interest in the equipment described in the Trade-In Description above. Buyer covenants with the Seller that the Buyer is the lawful owner of such equipment; that the equipment is free from all encumbrances, except as specifically stated below; that the Buyer holds good right, title and interest to sell such equipment, and that the Buyer warrants and will defend at its own expense against any claims and demands of any other person or entity to any right, title or interest in such equipment. Buyer agrees to reimburse the Seller for all expenses incurred in verifying and obtaining clear title on any trade-in.

Amount of encumbrance _____ Payable to: _____
 This Agreement is contingent upon and subject to acceptance by Seller, which shall be acknowledged by its authorized representative's signature below.

BUYER'S SIGNATURE BELOW ACKNOWLEDGES ACCEPTANCE OF ALL TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING THOSE ON PAGE 2 OF THIS AGREEMENT. PLEASE READ BOTH PAGES OF THIS AGREEMENT CAREFULLY BEFORE SIGNING.

BUYERS SIGNATURE
Larry Moore
 OFFICIAL TITLE
County Manager

Acceptance Recommended by
 Salesman: **Kurt Bowers**
 Accepted: WAGNER EQUIPMENT CO., SELLER
 4000 OSUNA ROAD, ALBUQUERQUE, NM 87109
 By: *Kurt Bowers*

PART I - SALES AGREEMENT - ADDITIONAL TERMS AND CONDITIONS (New Mexico/Texas)

1. As used in this Agreement, the terms (a) "Seller" shall mean Wagner Equipment Co., (b) "Buyer" shall mean the party executing this Agreement as such on the face hereof, (c) "Goods" shall mean the machinery and/or equipment listed on the face hereof which are the subject matter of this Agreement, and (d) "Manufacturer" shall mean the entity that manufactured the Goods, it being understood and agreed by Buyer that Seller is not the manufacturer and is in no respect the agent of Manufacturer, and that Seller and Buyer are the sole parties to this Agreement.
2. Manufacturer reserves the right to change the price to Seller of any new Goods without notice. In the event the price to Seller of new Goods of the type ordered hereunder is changed by Manufacturer prior to delivery to Buyer, Seller reserves the right to change the price of the Goods to Buyer accordingly. Buyer agrees to pay the changed price and agrees that this Agreement shall be construed as if the changed price was originally inserted herein. All amounts specified in this Agreement shall be due and payable in full at the time of delivery.
3. Manufacturer reserves the right to change the specifications of any new Goods without notice and without obligation to make the same or similar change to any Goods previously purchased by or shipped to Seller or being manufactured or sold in accordance with Seller's orders. In the event of any change by Manufacturer, Seller shall have no obligation to Buyer to make the same or similar change to any Goods covered by this Agreement, either before or after delivery thereof to Buyer.
4. Seller shall not be liable for failure to deliver or for any delay in delivering the Goods where such failure is due, in whole or in part, to any cause beyond the control of or without the fault or negligence of Seller.
5. The price of the Goods does not include sales or use taxes unless expressly so stated. Buyer assumes and agrees to pay, unless prohibited by law, any such sales and use taxes imposed on or applicable to the transaction covered by this Agreement.
6. **MANUFACTURER'S WARRANTY: FOR NEW GOODS SUBJECT TO A MANUFACTURER'S WARRANTY, THE MANUFACTURER'S WARRANTY SHALL BE THE ONLY WARRANTY APPLICABLE TO THE GOODS. SELLER HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
7. **USED GOODS WHETHER OR NOT SUBJECT TO A MANUFACTURER'S WARRANTY: UNLESS A SEPARATE WRITTEN INSTRUMENT SHOWING THE TERMS OF ANY WARRANTY OR SERVICE CONTRACT IS FURNISHED BY SELLER TO BUYER, USED GOODS ARE SOLD "AS IS" WITH NO EXPRESS WARRANTY OR GUARANTEE. SELLER HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE.**
8. **BUYER SHALL NOT BE ENTITLED TO RECOVER FROM SELLER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.**
9. Risk of loss passes to Buyer: (a) when the Goods are shipped to Buyer by carrier, (i) if the carrier is not required to deliver the goods to a particular destination, the risk of loss passes when the goods are duly tendered as to enable the Buyer to take delivery, and (b) in all other cases, the risk of loss passes to the Buyer on his receipt of the Goods or on tender of delivery to the Buyer by the Seller.
10. Unless otherwise specified on the face hereof, all Goods shall be shipped F.O.B. Albuquerque, NM or El Paso, TX. Delivery by the Seller to a carrier shall be delivery to the Buyer. Any claims for shortages in shipment shall be made within fifteen (15) days after receipt of shipment.
11. **Sales of Equipment.** "Notice is hereby given that Wagner Equipment Co. (WECO) may assign its rights to sell equipment (and to purchase trade-in property, if applicable) described herein to Wagner Exchange LLC."
12. The invalidity or unenforceability of any term phrase, clause, paragraph, provision, section, article, restriction, covenant, agreement, or other provision of this Agreement shall in no way affect the validity and enforceability of any other term, phrase, clause, paragraph, provision, section, article, restriction, covenant, agreement, or other provision or any part thereof.
13. This Agreement constitutes the entire agreement of the parties. No provision of this Agreement may be amended, modified, revoked, supplemented waived or otherwise changed except by a written instrument duly executed by Seller and Buyer.
14. If Buyer has requested Seller to provide financing for the transaction covered by this Agreement, this Agreement is subject to final credit approval.
15. This Agreement may be properly brought, at the election of Secured Party, in Bernalillo County, New Mexico or El Paso County, Texas.

PART II - PURCHASE MONEY SECURITY AGREEMENT

1. **Grant of Security Interest.** Buyer, as Debtor, grants to the Seller, as Secured Party, a security interest in the Goods sold, including all accessions, parts, accessories and attachments thereto, and all proceeds thereof, in order to secure the payment and performance of the price obligation of the Buyer as set out in Part I of this Agreement (Sales Agreement). Buyer hereby irrevocable authorizes the Seller at any time to file a financing statement to perfect the Seller's security interests.
2. **Collateral.** The property serving as collateral and subject to this security interest is the Goods that have been sold, including all accessions, parts, accessories and attachments thereto, which are described in Part I of the Agreement (Sales Agreement).
3. **Obligations Secured.** This Agreement secured the Buyer's payment of the price of the Goods purchased, as set out in Part I of this Agreement (Sales Agreement).
4. **Covenants.** Buyer will keep the collateral free at all times from any other claims, liens, security interests and encumbrances, and will not, without the prior written consent of the Seller, sell, transfer or lease any of the collateral. Buyer will keep the collateral in good condition and will protect it from loss, damage or deterioration from any cause. Buyer has and will maintain at all times with respect to the collateral, insurance under an "all risk" policy, containing an acceptable loss payable endorsement in favor of the Seller.
5. **Default.** The following shall constitute an event of default under this Agreement: (i) any failure to pay when due any obligation secured by this Agreement; (ii) any failure to perform or observe fully and in a satisfactory manner, any term of this Agreement; (iii) any loss, theft, substantial damage or destruction to the collateral; or (iv) a proceeding under any bankruptcy, reorganization, arrangement of debt, insolvency, readjustment of debt or receivership law or statute is filed against the Buyer, or the Buyer makes an assignment for the benefit of creditors.
6. **Remedies.** Time is of the essence. In the event of default, the Seller shall have the right to declare the entire indebtedness secured by this Agreement immediately due and payable. In the event of default or acceleration, the Seller shall have and may exercise any one or more of the following rights and remedies, which are cumulative and may be exercised in any order: (i) all rights and remedies upon default, in foreclosure or otherwise, available to secured parties under the provisions of the Uniform Commercial Code as adopted in the State of New Mexico or Texas, as applicable, amended, revised or replaced from time to time, and other applicable law; (ii) institute legal proceedings to foreclosure upon the security interest, to recover judgment for all amounts then due and owing, and to collect the same out of the proceeds of any sale of the collateral; (iii) institute legal proceedings for the sale of any or all of the collateral; (iv) personally or by agents, enter upon any premises and take possession of the collateral, and without being responsible for loss or damage to such collateral, hold, sell or dispose of the collateral at one or more public or private sales, at places and times and on terms and conditions as the Seller may deem fit. Buyer also agrees to cooperate with the Seller in its right to take possession of the collateral, including but not limited to, an obligation to assemble the collateral and make it available to the Seller at any place which is reasonably convenient to the Seller.
7. **Other Provisions.** (i) Buyer agrees to pay all costs incurred by the Seller, including reasonable attorneys' fees, in collecting any amounts owing to the Seller or otherwise enforcing this Agreement. (ii) The indebtedness, and any other amounts owing under this Agreement that are not paid when due shall accrue interest rate of 18% per annum until paid. (iv) Buyer agrees that venue for any action brought under this Agreement shall be properly in any local, state or federal court located within Bernalillo County, New Mexico or El Paso County, Texas.

Buyer's Initials RB Date 4/26/13

EMS Week Proclamation

To designate the week of May 19-25, 2013, as Emergency Medical Services Week

WHEREAS, emergency medical services (EMS) is a vital public service; and

WHEREAS, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS, EMS plays a critical role in public outreach and injury prevention, and is evolving in its role as an important member of the healthcare community; and

WHEREAS, emergency medical responders are supported by emergency medical dispatchers, firefighters, law enforcement officers, educators, administrators, researchers, emergency nurses, emergency physicians and other; and

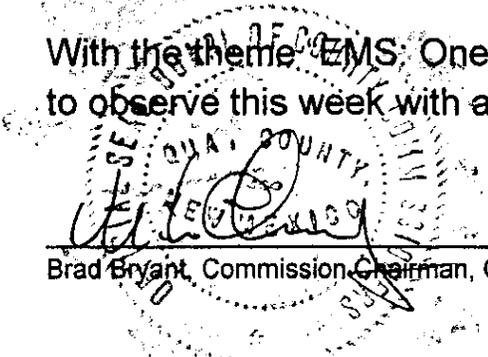
WHEREAS, the members of EMS teams, both career and volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

WHEREAS, it is appropriate to recognize the value and the accomplishments of EMS practitioners by designating Emergency Medical Services Week; now

THEREFORE, I Brad Bryant, Commission Chairman, Quay County, New Mexico, in recognition of this event do hereby proclaim the week of May 19-25, 2013, as

EMERGENCY MEDICAL SERVICES WEEK

With the theme "EMS: One mission. One team", I encourage the community to observe this week with appropriate programs, ceremonies and activities.


Brad Bryant, Commission Chairman, Quay County

4-26-2013
Date

MEMORANDUM OF AGREEMENT
Between
New Mexico Department of Health
And
QUAY COUNTY GOVERNMENT

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

IT IS AGREED BETWEEN THE PARTIES

1. PURPOSE

The purpose of this agreement is to provide janitorial duties by County and equipment and supplies necessary to clean the Tucumcari Health Office at 310 S. Second St., Tucumcari, NM

2. SCOPE OF WORK

A. The Entity shall perform the following work on a daily basis:

1. Sweep all floors.
2. Empty all waste baskets and dispose of trash.
3. Dust all desk tops, counters, tables, window sills, and other furniture.
4. Clean wash basins, exam tables, toilets, mirrors, and mop floors in bathrooms.

The Entity shall perform the following work as necessary, to be determined by the Office Nurse Manager:

5. Replenish paper goods and soap in toilet and towel dispensers.
6. Shovel and clear snow and/or ice from all entrances & walkways before 8:00 am.
7. Sweep outside entries.
8. Mop all tile floors weekly and as needed.
9. Wipe/clean all mini blinds.
10. Vacuum all carpets – picking up staples weekly and as needed.
11. Wash all windows inside and outside including front and back entrances.
12. Wipe and clean all chairs as needed.
13. Vacuum air conditioner ducts and vents.
14. Wax and buff all floors two times a year and buff as needed.
15. Shampoo all carpets once a year as needed.

B. Services will be performed at the Tucumcari Health Office located at 310 S. Second St., Tucumcari, NM

C. Performance Measures.

CONTRACTOR shall substantially perform the following Performance Measures: Through satisfactory completion of the Scope of Work set forth above, the Entity will assist the DOH to meet the portions of its 2014 Strategic Plan that relate to the DOH's mission to prevent, protect, provide, promote, and partner to improve health services systems and assure that critical public health functions and safety net services are available.

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 \$9,180.00. 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 \$765.00 dollars per month BASED UPON DELIVERABLES, such compensation not to exceed \$9,180.00 (as set forth in Paragraph A) including gross receipts tax. 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 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.
- B. 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.
- C. The CONTRACTOR shall comply with the Federal Health Insurance Portability and Accountability Act (HIPAA) of 1996, the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH Act) and applicable regulations and all other State and Federal rules, regulations and laws protecting the confidentiality of information. If the CONTRACTOR may reasonably be expected to have access to Departments' Protected Health Information (PHI) and is not a Covered Entity as defined by HIPAA, CONTRACTOR shall execute the HIPAA/HITECH Business Associate Agreement as a separately executed mandatory agreement which is hereby incorporated by reference into and made part of this CONTRACT. Failure to execute the HIPAA/HITECH Business Associate Agreement when

required by the DEPARTMENT shall constitute grounds for termination of this CONTRACT in accordance with Article 5 of this CONTRACT.

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, 2014** 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.

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: *[Signature]*
Authorized Signature Designee

Date: April 26, 2013

By: _____
Department of Health
Assistant General Counsel

Date: _____

By: *[Signature]*

Date: April 26, 2013

By: _____

Date: _____

RESOLUTION AND AGREEMENT
OF
QUAY COUNTY
RESOLUTION NO. 25
APPROVING PARTICIPATION IN THE PROGRAMS
OF THE
EASTERN PLAINS COUNCIL OF GOVERNMENTS
FOR FISCAL YEAR 2013-2014

WHEREAS the County of Quay (hereinafter known as the "MEMBER"), desires to continue as a participating member in the programs and policy development for the Eastern Plains Council of Governments (hereinafter known as the "EPCOG");

WHEREAS, it is necessary and desirable that an agreement setting forth the services to be performed by the EPCOG and the MEMBER be entered into, with the EPCOG agreeing to furnish the following:

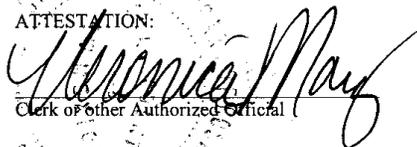
- a. Implement the work program as established by the EPCOG Board of Directors for the 2013-2014 Fiscal Year including providing technical assistance, project and program planning, proposal development and funding assistance.
- b. Continue eligibility as an Economic Development District for participating localities under Section 402 of the Public Works and Economic Development Act of 1965, as amended.
- c. Address problems, issues and opportunities of a regional nature which go beyond single municipal or county jurisdictional boundaries and serve as a liaison and advocate for local governments within the region at the state and federal levels.
- d. Contract with NMDOT to provide RPO planning assistance to the Northeast and Southwest RPOs in collaboration with SENMEDD/COG and NCMEDD.
- e. Support planning, development and implementation of infrastructure plans and projects including assistance with preparation of Infrastructure Capital Improvement Plans (ICIP) as requested.

WHEREAS it is necessary to set forth the sum to be paid by the MEMBER to the EPCOG as annual dues, thereby placing the MEMBER with voting powers on the EPCOG Board of Directors as provided in the EPCOG By-Laws, with the MEMBER agreeing to furnish the following:

- a. To participate through their designated representative or alternate, in EPCOG's policy development process by attending meetings, helping formulate the annual work program, reviewing the EPCOG Goals and Objectives, and concurrences with the District Comprehensive Economic Development Strategy (CEDS).
- b. To pay to the EPCOG the sum of \$2,173.00 as annual membership dues as payment for the aforementioned services for the period beginning July 1, 2013 and ending June 30, 2014.
- c. The MEMBER hereby appoints _____ as their designated representative and _____ as alternate.

NOW THEREFORE BE IT RESOLVED THAT the MEMBER and the EPCOG hereby mutually agree to the aforementioned provisions of the Resolution and Agreement.

ATTESTATION:


Clerk or other Authorized Official

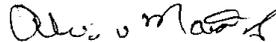
ATTESTATION:

Mary Gray, Executive Assistant

MEMBER GOVERNMENT

Signature of Authorized Official

EASTERN PLAINS COUNCIL OF GOVERNMENTS



Chairman