



QUAY COUNTY GOVERNMENT

300 South Third Street
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2ND AMENDED AGENDA REGULAR SESSION QUAY COUNTY BOARD OF COMMISSIONERS May 13, 2013

9:00 A.M. Call Meeting to Order

Pledge of Allegiance

Approval of Minutes-Regular Session April 26, 2013

Approval/Amendment of Agenda

Public Comments

Ongoing Business

New Business

- I. **Brenda Bishop, Quay County Extension Agent**
 - Extension Office Update and Upcoming Activities

- II. **Janie Hoffman, Quay County Assessor**
 - NMAC Board Report
 - Assessor's Office Update

- III. **Larry Moore, Quay County Road Superintendent**
 - Roads Update

- IV. **Richard Primrose, Quay County Manager**
 - Appointment of EPCOG Representative and Alternate
 - Approval of Caselle Contract for Purchase of Software Update
 - Approval of Memorandum of Agreement with the Department of Health for Rural Primary Health Care Act (RPHCA) Funding
 - Correspondence



- V. Approval of Accounts Payable**
- VI. Other Quay County Business That May Arise During Commission Meeting**
- VII. 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 Svenson v. Quay County Board of Commissioners**
- VIII. Richard Primrose, Quay County Manager**
- Discussion and/or Action Regarding Saddleback Acres Subdivision

Adjourn

Lunch- Time and Location to be Announced

REGULAR SESSION-BOARD OF QUAY COUNTY COMMISSIONERS

May 13, 2013

9:00 a.m.

BE IT REMEMBERED THE HONORABLE BOARD OF QUAY COUNTY COMMISSIONERS met in regular session the 13th of May, 2013 at 9:00 a.m. in the Commissioners' Room of the Quay County Courthouse, Tucumcari, New Mexico for the purpose of taking care of any business that may come before them.

PRESENT & PRESIDING:

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

OTHERS PRESENT:

Larry Moore, Quay County Road Superintendent
Cheryl Simpson, Quay County Manager's Office
Janie Hoffman, Quay County Assessor
Brenda Bishop, Quay County Extension Agent
Ellen White, Quay County Chief Deputy
Becky Wallace, Quay County Family Health Center Administrator
Lorenzo Emilio, District Attorney's Office
Tom Dominguez, Quay County Extension Agent

The meeting was called to order by Chairman Brad Bryant. Richard Primrose led the Pledge of Allegiance.

A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to approve the minutes from the April 26, 2013 regular commission meeting. MOTION carried with all members voting "aye".

A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve the agenda as prepared. MOTION carried with all members voting "aye".

PUBLIC COMMENT: NONE

OLD BUSINESS: NONE

NEW BUSINESS:

Brenda Bishop, Quay County Extension Agent gave the Extension Office update and upcoming events. Copy of said updates is attached and made a part of these minutes.

Drake Swenson, Quay County resident joined the meeting. Time noted 9:23 A.M.

Richard Primrose, Quay County Manager informed the Commissioner's of the Lesser Prairie Chicken meeting they want to have on June 4, 2013 in Nara Visa.

Janie Hoffman, Quay County Assessor reported the following NMAC report.

1. Preliminary report for the Legislature Session had a presentation of 1300 bills and 1,000 bills did not pass.
2. Presentation from the Tijeras Cement Plant informing entities they are burning old tires instead of coal and it makes the plant more efficient.
3. A Representative from PERA met with the Board to inform them of the changes.
4. The Board passed the annual budget for NMAC.
5. Approved lease for NMAC building in Santa Fe.
6. The Convention Center in Santa Fe approached the NMAC to have the Mid-Winter Conference at the Convention Center with the first 3 years rent free.
7. Paul Gutierrez NMAC Executive Director's contract has been renewed for another year.

Warren Frost, Quay County Legal Council joined the meeting. Time noted 9:30 A.M.

Hoffman also gave the following Assessor's Office update.

1. Armando Nava replaced faded numbers for the 911 addresses.
2. Received 38 evaluation protests and are scheduling dates for the hearing.
3. Baum and Hoffman are taking pictures of properties for Assesments.
4. Baum and Hoffman attended Assessors Affiliate meeting in Ruidoso the end of April.

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

1. Crews applied three tenths of a mile of material on Quay road 66.5.
2. Culvert pipe collapsed on Quay Road 66.5 and is being repaired.
3. Crews bladed 51.6 miles
4. Installed a culvert for Jim Parish.
5. Cleaned three cattle guards.
6. Installed two cattle guards for David Rush.
7. Attended a LTAP meeting.
8. Road Certifier for NM Dept of Transportation will be here on Wednesday May 15, 2013.

Tim Rose, Quay County District Attorney joined the meeting. Time noted 9:35 A.M.

Chairman Bryant requested a recess. Time noted 9:40 A.M.

Return to regular session. Time noted 9:45A.M.

Richard Primrose gave the following County Manager's Report:

1. Primrose requested appointment of EPCOG Representative from the County. Richard Primrose and Alternate Mike Cherry. A MOTION was made by Brad Bryant, SECONDED by Sue Dowell to appoint Richard Primrose as Representative and Mike Cherry as Alternate. MOTION carried with all members voting "aye".

2. Requested approval of Caselle Contract for Purchase of Software Update. A MOTION was made by Mike Cherry, SECONDED Sue Dowell to approve said update. MOTION carried with all members voting "aye".
3. Requested approval of Memorandum of Agreement with the Department of Health for Rural Primary Health Care Act (RPHCA) Funding. A MOTION was made by Sue Dowell, SECONDED Mike Cherry to approve agreement. MOTION carried with all members voting "aye".

Kirk Chavez, Quay County Assistant District Attorney joined the meeting. Time noted 9:55 A.M

CORRESPONDENCE:

1. Primrose received a thank you letter on behalf of the Canadian River Soil and Water Conservation District for allowing this year's Earth Day activities to be held at the Fair Barn.
2. El Llano Estacado RC&D annual meeting will be held on Wednesday June 5th at 10:00 A.M. at the NMSU Agricultural Science Center in Tucumcari.
3. Received a letter from the New Mexico Environment Department of the discharge permits proposed for approval.
4. State imposed fire restrictions effective Wednesday at 8:00 A.M.
5. Presented the monthly RPHCA report.
6. Inspection was completed on roof. A couple of items need to be fixed.
7. Alida Brown invited Commissioner's to attend an Early Education workshop on May 17.
8. Rockabilly Festival will be held June 6-8. The funds will go to the Route 66 Museum.
9. A Budget Workshop is scheduled for Thursday May 23, 2013 during lunch.

CHECKS WERE REVIEWED.

A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve the expenditures as presented. MOTION carried with all members voting "aye". A copy of the expenditure report is attached and made a part of these minutes.

Under Other Business: NONE

A MOTION was made by Sue Dowell, SECONDED by Mike Cherry, to go into executive session pursuant to the Open Meetings Act 10-15-1(H)7 NMSA to discuss Threatened or pending litigation. Board of County Commissioners for Quay County v. Christina Fleming, Drake Swenson. MOTION made with Cherry voting "aye", Dowell voting "aye", Bryant voting "aye". Time noted 10:05 A.M.

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

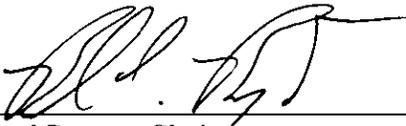
A MOTION was made by Sue Dowell, SECONDED by Mike Cherry that only pending litigation was discussed during Executive Session and no action was taken. MOTION made with Cherry voting "aye", Dowell voting "aye", Bryant voting "aye".

Return to regular session. Time noted 10:35 am.

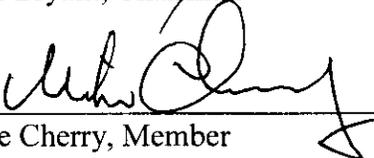
Warren Frost, Quay County Legal Council requested for Commissioner's to revoke Saddleback Acres Subdivision. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to revoke said subdivision. MOTION carried with all members voting "aye".

There being no further business, a MOTION was made by Sue Dowell, SECONDED by Mike Cherry to adjourn the regular meeting of the Board of Quay County Commissioners until the next regular meeting set for May 28, 3013, unless sooner called. MOTION carried with all members voting "aye". Time noted 10:40 a.m.

BOARD OF QUAY COUNTY COMMISSIONERS



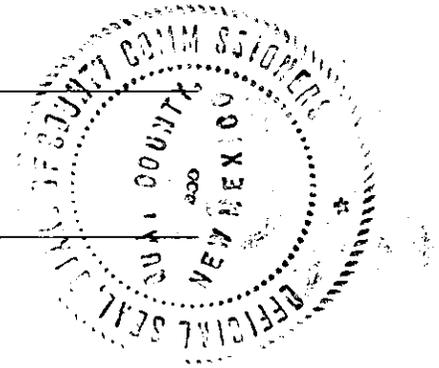
Brad Bryant, Chairman



Mike Cherry, Member



Sue Dowell, Member



ATTEST:


Veronica Marez, County Clerk

Quay County 4-H Update
Year runs from October 1 – September 30
Enrollment runs from October 1 – January 30

Total number of enrolled youth 109
Total number of parents/leaders enrolled 106
There are 6 clubs
49 First Year Members

Animal Projects

Market Steer	9 (11% is 1st year)
Heifer	8 (25% are 1st year)
Goat	18 (55% are 1st year)
Lamb	4 (none are 1st year)
Swine	14 (50% are 1st year)
Self-determined Beef	1

Other Animal Projects

Poultry	5 (100% are 1st year)
Rabbits	5 (80% are 1st year)
Pygmy Goats	2

Dog/Cat/Small Pets 10

Horse 12 (58% are 1st year)
Rodeo 12 (17% are 1st year)

Shooting Sports

Archery	33
Muzzleloader	3
Rifle	34
Hunting	8
Shotgun	15
Pistol	10
Self-determined	1

Foods Projects 13
Clothing Projects 8
Art/Crafts/Fiber 25 – Most are in photography

Other Projects 15
Cloverbud Projects 34 (10 members)



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Goals for this year were:

Increase enrollment

Media campaign and classroom visits by council officers

Result 49 new club members, the largest club growth was the Logan club

Increase the Number of 1st year 4-Hers who re-enroll in 4-H

Hold special Cloverbud project workshops – Ginger has had 3 and has 1 scheduled for next week

Increase communication with new members

Weekly e-mail blasts, facebook, webpage updates and traditional newsletter

Visits to Club meetings to meet new families

Welcome to 4-H Workshop and New Parent Orientation

Held in February had 60% of 1st year members present

Increase Participation in County Council and Leadership Opportunities

Revamp meetings – Electronic participation

Door Prizes – Snacks

Club Officer Training held in March

Council Officer Visits to Clubs and Schools

Working on increasing visibility

Strengthen the Existing Clubs -- Of our 6 clubs, 3 would be considered stable and 3 are struggling for different reasons.

Visiting the clubs and encouraging their 4-Hers to participate in county activities.

We are developing a Club Leader Manual – 1st sections are in the leaders hands

Providing training and support to club leaders.

Increase communication with club leaders

Start Contest Training in January to increase participation in County Contests

Training practices have been offered for most contests – Fridays have been lively at our office.

Wildlife has been popular, so several practices have been offered

Last year we had 75 pre-registered contestants for county contest and so far this year 123, contests will be held next week

Project workshops have also been held for baking, photography, and sewing



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Shooting Sports Practices began in March and we have several certified and dedicated leaders which cross over and help each other with the practices. These are county wide practices because of the liability. Because of the NRA grants we are able to supply most of what the kids need. Practices will end mid-June. Practices occur 4 days a week and one of us is at most practices to help. 13 4-Hers competed at the State 4-H Shooting Sports Competition on May 4th.

Livestock Projects - Steers and Heifers were selected in November and December, and Goats, Sheep, and Swine are being selected now. Tom has been helping the 4-Hers and their parents select animals and he has goat and swine clinics planned for June and July. He has concentrated his help on new showers, but will help every 4-Her that requests help.

School Enrichment Activities:

In April we held Kids, Kows, and More for 4th and 5th graders and have already started planning next years with an expansion in the number of grades attending.

Ginger and Tom have represented us on the Outdoor Classroom Committee and our office provided two stations at the event which was held in April.

Ginger and Tom have been conducting the Egg to Chick program with the Tucumcari 3rd graders this month and Ginger has already started planning a program with Logan for next year.

We would like to thank the commission for providing us an extra support staff person. We were fortunate to be able to hire Ginger Bradley, who had a good knowledge of the Quay County 4-H program and some of the projects. She started October 16.

As with any job, there must be training time and in extension it takes two years before some things are repeated. Ginger has been busy helping with many aspects of the 4-H program and has taken the lead in our school enrichment projects, 4-H enrollment, and IRS compliance as well as helping with contest practices.



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Additional Home Economics Activities

Hosted the State Extension Association Meeting
Provided a Training on Meth and the Dangers of Meth
Working with the committee to plan and bring a Home Visit Program funded by CYFD
Planned and prepared for the National Consumer Decision Making Contest
Conducted a Food Safety Training
Prepared 5 educational programs for Extension Clubs.
Provided 9 trainings for the Foster Grandparents and Senior Companions
Presented 2 programs to the Senior Solutions program
Fall and Winter Strong Seniors Stay Young Classes were held. Two sessions each time.
Assisted with the NRA Banquet
Currently conducting the 4 week Kitchen Creations Cooking School for people with diabetes.
Working to form 2 new Extension Clubs
Beginning the preparation for County Fair

Additional Agriculture Activities

Tom has hosted in Quay County:

Pesticide Applicators workshop in December
Ag and Home Economics Seminar in January on Preparing Communities for Animal, Plant and Food Incidents in January
Quay County Hay Growers Roundtable Discussion in March
Beef Quality Assurance Training in March
Four Week Gardening Series in April/May

He has assisted with:

Rain Water Harvesting Program at McAlister
Equine Industry Summit in Las Cruces
Cattleman's Series in Santa Rosa
Pecan Production Short Course in Las Cruces
State 4-H Muzzleloader Competition

He will be teaching at the Ranch Camp in June

Tom answers numerous Horticulture calls and does several home visits a week.

He has also attended several conferences and in-service trainings



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

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

IT IS AGREED BETWEEN THE PARTIES

1. PURPOSE

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

2. SCOPE OF WORK

A. The Entity shall perform the following work:

1. Ensure the provision of primary care services in underserved areas of the State.
2. Provide to the Public Health Division (PHD), Annual Projected Level of Operations forms, by the third (3rd) working day in August in each fiscal year.
3. Provide to PHD by the third (3rd) working day in August in each fiscal year, a Contract Action Plan addressing the following:
 - a. Estimated level of services;
 - b. Staffing;
 - c. Hours of operation;
 - d. After-hours coverage and emergency care;
 - e. Prenatal care services;
 - f. Family planning services;
 - g. Dental services;
 - h. Ancillary services;
 - i. Specialty clinics;
 - j. Referral relationships with EMS (emergency medical services), hospital, dental and other services;
 - k. Integration and coordination with public and private providers;
 - l. Methods for increasing clinic utilization and other outreach activities;
 - m. Governing Board and/or Local/Regional Advisory Board information;
 - n. Evaluation methods; and
 - o. Any other pertinent information.
4. Develop, implement and submit a detailed narrative Quality Improvement/Assurance (QI/QA) Plan for each clinic site by the third (3rd) working day in August in each fiscal year.
 - a. Ensure that QI/QA plan includes clinical services and management services.

- b. Ensure that the plan includes the systematic collection and evaluation of patient records.
 - c. Ensure that the plan includes the periodic assessment of the appropriateness of the utilization of services and the quality of services provided.
5. Submit for PHD approval a monthly invoice for the previous completed month's services, by the third (3rd) working day of each month in each fiscal year.
6. Submit the completed Monthly Level of Operations form for each clinic site for services provided in the previous month by the second (2nd) Friday of each month in each fiscal year. Failure to submit Monthly Level of Operations forms by the second (2nd) Friday of each month may result in payment delays. Should the actual level of services fall below 90% of the projected level for a period exceeding 60 days the contract may be renegotiated including reviewing and adjusting the amount of payment.
7. Submit a Monthly Summary Narrative Report on the status of the activities toward accomplishment of the scope of work, significant issues and changes, and progress toward meeting the Annual Projected Level of Operation projections, by the second (2nd) Friday of each month, in each fiscal year. Failure to submit Monthly Summary Narratives by the above deadline may result in payment delays.
8. Ensure through policies and procedures that no person will be denied services because of their inability to pay. These policies and procedures should address the provision of services to medically indigent persons below poverty not covered by third party payors, and those between 100% and 200% of poverty guidelines without third party coverage. Post a notice in a conspicuous location in the patient waiting area, and advertise in the community, local media and other areas that a sliding fee discount is available to eligible persons with income up to 200% of poverty and are not covered by third party payors.
9. Identify the Department as a funding source in its facility. Post notice of the funding source in a conspicuous location in the patient waiting area. The Department should also be identified as a funding source on contractor websites.
10. Notify the PHD in writing within 30 days of receipt of official notification of changes in funding to support the activities identified in this contract from the following types of sources: state, federal or private foundation grants or contracts. The PHD may reevaluate the need for financial assistance.
11. Authorize the PHD access to all Health Resources and Services Administration (HRSA) documentation (including site visit reports and findings) relating to the operation of the health centers (if HRSA funded).
12. Notify the PHD in advance of scheduled visits by HRSA (if HRSA funded).
13. Assess all patients without third party coverage for Medicaid eligibility, and participate, as appropriate, in on-site Medicaid eligibility determination, presumptive eligibility and Early Periodic Screening, Diagnosis, and Treatment (EPSDT).

14. Review Medicaid and Medicare reimbursements to assure maximization of generated revenues and, if appropriate, participate in reimbursement programs under the Rural Health Clinic Services Act or Federally Qualified Health Centers Certification.
15. Maintain for inspection the appropriate and most current facility licensure from the Department of Health's Licensing and Certification Bureau, and current New Mexico professional licenses or certification, and Board certification if applicable, for all service providers whose salaries or contracts are supported in whole or part by RPHCA funds.
16. Maintain for inspection, records of clinic activities and expenditures.
17. Participate in clinic site visit(s) conducted by the PHD.
18. Work with New Mexico Health Resources, Inc. to address health care recruitment and retention issues through participation in Salary Surveys, Vacancy Surveys, and coordination of recruitment efforts. Contractors are required to complete and submit the annual Salary Surveys and Vacancy Surveys.
19. Work with the County and/or Tribal Community Health Improvement Council(s) to ensure coordination of its work with the Council's health improvement plan and activities.
20. Ensure diversity of programs and structure. Ensure that programs offered meet the federal cultural and linguistic access standards to better serve the target population. Maintain or build Board diversity.
21. Prepare and submit a Health Outcome Measure – Diabetes hbA1c Control Annual Measurement Report by the third (3rd) working day in August in each fiscal year. The report will include the percentage of diabetic patients in the previous calendar year whose HbA1c levels are:
 - a. less than or equal to 7%;
 - b. greater than 7% and less than 8%;
 - c. greater than or equal to 8% and less than or equal to 9%; and
 - d. greater than 9%.
22. Performance Measures
 CONTRACTOR shall substantially perform and report annually on the following Performance Measures:
 - a. FY13 Strategic Plan, Supplemental Performance Measures for the Health Systems Bureau.
 Program Area 2: Public Health
 Task 6: Expand health care access in rural and underserved areas.
 Annual Measure: Number of medical and dental encounters at primary care clinics supported by the Department of Health.
 - b. Program Health Outcome Measure – Diabetes HbA1c Control

Annual Measure: Percentage of diabetic patients at primary care clinics supported by the Department of Health whose HbA1c levels are:

- 1) less than or equal to 7%;
- 2) greater than 7% and less than 8%;
- 3) greater than or equal to 8% and less than or equal to 9%; and
- 4) greater than 9%.

GENERAL PROVISION

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

HCUA – QUAY COUNTY

BASIC PRIMARY CARE SUPPORT

BUDGET

Deliverables	FY14
Baseline Reports - Detailed narrative Quality Improvement/Assurance Plan, Contract Action Plan and Annual Projected Level of Operations for each reporting clinic site, received and approved by PHD by the third (3 rd) working day in August, with an invoice not to exceed a total of \$9,800.00	\$9,800.00
Monthly Services - A monthly invoice equivalent to 1/12 draw, which represents adherence to the requirements outlined in the scope of work, received and approved by PHD by the third (3 rd) working day of each month, in the amount of \$9,600.00 not to exceed a total of \$115,200.00	115,200.00
Health Outcome Measure – Diabetes hbA1c Control Annual Measurement Report, received and approved by PHD by the third (3 rd) working day in August, with an invoice not to exceed a total of \$8,600.00.	8,600.00
TOTAL BUDGET	\$133,600.00

The Department will pay the Entity based upon deliverables completed after receipt and approval of deliverables and monthly invoices.

The Entity agrees to submit invoices for services provided within 30 (thirty) days of the month in which services were delivered. In addition, for all DOH MOAs, the Entity agrees to submit the final invoice for services provide in June within the first week of the following July.

The Entity may make adjustments or changes not to exceed the total amount payable under the Agreement with written prior approval of the Department. The maximum amount to be paid to the Entity for this budget shall not exceed a total of \$133,600.00.

The Entity will be responsible for ensuring the payment of the employer and employee portions of FICA, as well as other applicable federal, state and local taxes.

B. Services will be performed in Quay County.

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 \$133,600.00. This amount is a maximum and not a guarantee that the work assigned to Entity under this Agreement to be performed shall equal the amount stated herein.
- B. The DOH shall pay to the Entity in full payment for services satisfactorily performed based upon deliverables, such compensation not to exceed \$133,600.00 (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 **July 1, 2013** or 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 July 1, 2013 or upon approval of both parties, whichever is later.

New Mexico Department of Health

Quay County

By: _____
Authorized Signature Designee
Cabinet Secretary

By: [Signature]

Date: _____

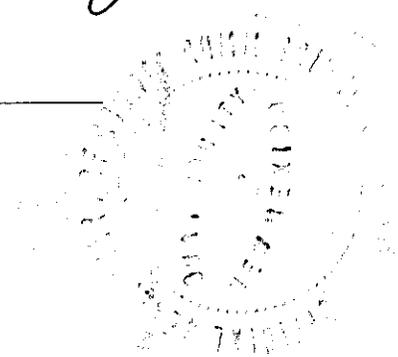
Date: 4/30/13

By: _____
Department of Health
Assistant General Counsel

By: Vivence Mary - attested

Date: _____

Date: 4/30/13



AFFIDAVIT OF REVOCATION
OF APPROVED SUBDIVISION PLAT.

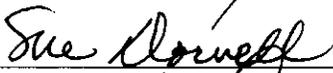
BE IT RESOLVED, that on May 13, 2013, the Board of Quay County Commissioners, in an open public meeting, took action to revoke approval of the Saddleback Acres, recorded on January 24, 2013 and recorded as Doc. 201301240001, pursuant to Ordinance No. 35, Quay County Subdivision Regulations, Section 11.3.2.

NOW THEREFORE, the Saddleback Acres Subdivision be and is hereby revoked.

BOARD OF QUAY COUNTY COMMISSIONERS



Brad Bryant, Chairman



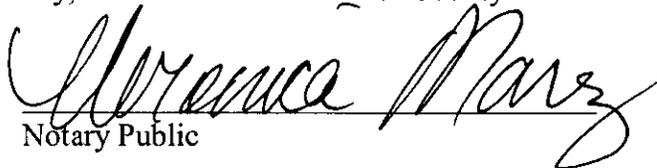
Sue Dowell, Member



Mike Cherry, Member

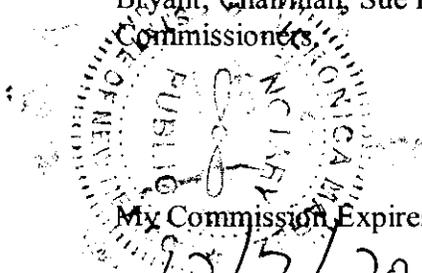
STATE OF NEW MEXICO)
COUNTY OF QUAY)ss.

The foregoing instrument was acknowledged before me this ____ day of May 13, 2013 by Brad Bryant, Chairman, Sue Dowell and Mike Cherry, members of the Board of County Commissioners.



Notary Public

My Commission Expires:


12/17/2013