



## 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 May 26, 2015

#### 9:00 A.M. Call Meeting to Order

Pledge of Allegiance

Approval of Minutes-Regular Session May 11, 2015

Approval of Minutes-Special Meeting May 12, 2015

Approval/Amendment of Agenda

#### Public Comment

#### Ongoing Business

##### I. Richard Primrose, Quay County Manager

- Request Approval of 2014-2015 Resolution No. 38 Eastern Plains Council of Governments Participation (To correct Resolution Number presented last meeting as Resolution No. 36)

#### New Business

##### II. Becky Wallace, Quay County Family Health Clinic Administrator

- Request Approval of the FY16 Rural Primary Health Care Act (RPHCA) Memorandum of Agreement and Contract Certification

##### III. T. J. Rich, Quay County Detention Center Administrator

- Quarterly Report

##### IV. Larry Moore, Quay County Road Superintendent

- Road Update



DOC #CM-00367

06/09/2015 01:33 PM Doc Type: COCOM

Fee: (No FieldTag Finance.TotalFees found)

Pages: 23

Quay County, NM Veronica Narez, County Clerk



**V. Richard Primrose, Quay County Manager**

- Request Approval of 2014-2015 Resolution No. 39 Budget Increase for the Law Enforcement JAG Fund
- Request Approval of 2014-2015 Resolution No. 40 Budget Increase for the DWI Probation Fees Fund
- Request Approval of FY2016 Rental Agreement with Quay County DWI for Office Space
- Request Appointment and Alternate to the Tucumcari/Quay County Regional Communications Board
- Correspondence

**VI. INDIGENT CLAIMS BOARD**

- Call Meeting to Order
- Request Approval of Indigent Minutes for the April 27, 2015 Meeting
- Review May Claims Presented by Cheryl Simpson
- Adjourn

**VII. Request Approval of Accounts Payable**

**VIII. Request for Closed Executive Session**

- Pursuant to Section 10-15-1(H) 2. The New Mexico Open Meetings Act to Discuss Limited Personnel Matters, and
- Pursuant to Section 10-15-1(H) 8. The New Mexico Open Meetings Act to Discuss the Purchase, Acquisition or Disposal of Real Property or Water Rights

**IX. Richard Primrose, Quay County Manager**

- Request Approval of the 2015-2016 Preliminary Budget Submission to DFA

**X. Other Quay County Business That May Arise During the Commission Meeting and/or Comments from the Commissioners**

**Adjourn**

*Lunch- Time and Location to be Announced*

**REGULAR SESSION-BOARD OF QUAY COUNTY COMMISSIONERS**

**May 26, 2015**

**9:00 a.m.**

BE IT REMEMBERED THE HONORABLE BOARD OF QUAY COUNTY COMMISSIONERS met in regular session the 26th of May 2015 at 9:00 a.m. at the Commission Chamber, Tucumcari, New Mexico for the purpose of taking care of any business that may come before them.

**PRESENT & PRESIDING:**

Franklin McCasland, Chairman  
Sue Dowell, Member  
Mike Cherry, Member  
Richard Primrose, County Manager  
Veronica Marez, Quay County Clerk

**OTHERS PRESENT:**

Thomas Garcia, Quay County Sun  
Larry Moore, Quay County Road Supervisor  
Becky Wallace, Quay County Medical Clinic Administrator  
Patsy Gresham, Quay County Appointed Treasurer  
Lorenzo Emilio, Quay County District Attorney's Office  
Matt Montoya, Quay County District Attorney's Office  
Tim Rose, Quay County District Attorney  
Hayes Frost, Quay County District Attorney's Office

The meeting was called to order by Chairman McCasland. Matt Montoya led the Pledge of Allegiance.

A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to approve the minutes from the May 11, 2015 regular commission meeting. MOTION carried. Copy of said minutes is attached and made a part of these minutes.

**Commissioners Voted:**

McCasland – “YES”

Dowell – “YES”

Cherry – “YES”

A MOTION was made with changes by Sue Dowell, SECONDED by Franklin McCasland to approve the minutes from the May 12, 2015 Special Meeting. Changes made to include Pat and Shannon Freedle. Copy of said minutes is attached and made a part of these minutes.

**Commissioners Voted:**

McCasland – “YES”

Dowell – “YES”

Cherry – “ABSTAINED”

A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve the agenda. MOTION carried.

Commissioners Voted:

McCasland – “YES”

Dowell – “YES”

Cherry –“YES”

PUBLIC COMMENT: Patsy Gresham, appointed treasurer informed the Commissioners the property tax sale will be held on June 2, 2015. The sale was advertised in the Clovis newspaper not Quay County Sun as it should be but will be advertised in the Quay County Sun tomorrow and online.

Franklin McCasland, Chairman announced Patsy Gresham will be sworn in as the new Quay County Treasurer on Monday June 1, 2015 at 9 a.m. in the Commission Chamber

ONGOING BUSINESS: None

OLD BUSINESS: None

NEW BUSINESS:

Richard Primrose, Quay County Manager requested approval of 2014-2015 Resolution No. 38 Eastern Plains Council of Governments participation, to correct Resolution number presented last meeting as Resolution No. 36. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve said resolution. MOTION carried. Copy of said resolution is attached and made a part of these minutes.

Commissioners Voted:

McCasland – “YES”

Dowell – “YES”

Cherry –“YES”

Becky Wallace, Quay County Family Health Clinic Administrator request approval of the FY 16 Rural Primary Health Care Act (RPHCA) memorandum of agreement and contract certification. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve said Agreement. MOTION carried. Copy of said agreement is attached and made a part of these minutes.

Commissioners Voted:

McCasland – “YES”

Dowell – “YES”

Cherry –“YES”

A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to table item No. 3 of the agenda to later in the meeting.

Commissioners Voted:

McCasland – “YES”

Dowell – “YES”

Cherry –“YES”

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

1. Moore has \$30,980.00 left to finish the Cap Project on Quay Road U.
2. Blade men are working Friday and Saturday due to warmer weather and not able to work during the rainy days.

T.J. Rich, Quay County Detention Center Administrator joined the meeting. Time noted 9:15 a.m.

T.J. Rich, Quay County Detention Center Administrator presented the Quay County Detention Center quarterly report. Copy of said report is attached and made a part of these minutes.

Vic Baum, Quay County Assessor joined the meeting. Time noted 9:17 .am

Richard Primrose gave the following County Manager's Report:

Requested approval of 2014-2015 Resolution No. 39 budget increase for the law enforcement JAG fund. A MOTION was made by Sue Dowell, SECONDED Mike Cherry to approve said resolution. MOTION carried. Copy of said resolution is attached and made a part of these minutes.

Commissioners Voted:

McCasland – “YES”

Dowell – “YES”

Cherry –“YES”

Requested approval of 2014-2015 Resolution No. 40 for budget increase for the DWI probation fees fund. A MOTION was made by Mike Cherry, SECONDED Sue Dowell to approve said resolution. MOTION carried. Copy of said resolution is attached and made a part of these minutes.

Commissioners Voted:

McCasland – “YES”

Dowell – “YES”

Cherry –“YES”

Requested approval of the FY 2016 rental agreement with Quay County DWI for office space. A MOTION was made by Mike Cherry, SECONDED Sue Dowell to approve said agreement. MOTION carried. Copy of said agreement is attached and made a part of these minutes.

Commissioners Voted:

McCasland – “YES”

Dowell – “YES”

Cherry –“YES”

CORRESPONDENCE:

1. Primrose received an annual budget request increase from \$5,000.00 to \$12,500.00 from Chamber of Commerce.
2. Presented the May gross receipt tax report.

CHECKS WERE REVIEWED.

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

Commissioners Voted:

McCasland – “YES”

Dowell – “YES”

Cherry – “YES”

A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to go into session as the Indigent Claim Board. MOTION carried. ROLL CALL; Cherry voting “aye”, Dowell voting “aye”, McCasland voting “aye”. Time noted 9:25 a.m.

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

Return to regular session. Time noted 9:30 a.m.

Commissioner Cherry requested a break. Time noted 9:30 a.m.

A MOTION was made by Mike Cherry, SECONDED by Sue Dowell, to go into executive session Pursuant to the Section 10-15-1(H)2. The New Mexico Open Meetings Act to discuss limited personnel matters and pursuant to the Section 10-15-1(H)8. The New Mexico Open Meetings Act to Discuss the Purchase, Acquisition or Disposal of Real Property or Water Rights. MOTION carried. Dowell voting “aye”, Cherry voting “aye”, McCasland voting “aye”.

Time noted 9:45 am.

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

A MOTION was made by Mike Cherry, SECONDED by Sue Dowell that only limited personnel matters and the purchase, acquisition or disposal of real property or water rights was discussed during Executive Session. MOTION carried McCasland voting “aye”, Cherry voting “aye”, Dowell voting “aye”.

Return to regular session. Time noted 12:10 p.m.

Richard Primrose, Quay County Manager requested approval of the 2015-2016 preliminary budget submission to DFA. Primrose presented an overview of the budget and included the detention center starting pay will be increased to \$12.00 an hour after certification \$12.60 after probation \$13.00 and the rest of the detention center employees will be increased \$1.50 in their wages by decision of the Commissioners. Primrose announced that the Juvenile Detention Center will be temporarily closed.

A MOTION was made by Mike Cherry, SECONDED Sue Dowell to approve said budget submission. MOTION carried. Copy of said budget summary overview is attached and made a part of these minutes.

Commissioners Voted:

McCasland – “YES”

Dowell – “YES”

Cherry – “YES”

Under Other Business That May Arise During the Commission Meeting and/or Comments from the Commissioners. NONE

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 June 8, 2015 unless sooner called. MOTION carried. ROLL CALL; Cherry voting “aye”, Dowell voting “aye”. Time noted 12:30 p.m.

BOARD OF QUAY COUNTY COMMISSIONERS

A circular seal for Quay County, New Mexico, featuring a central figure and the text 'QUAY COUNTY, NEW MEXICO' around the perimeter.  
*Franklin McCasland*  
\_\_\_\_\_  
Franklin McCasland, Chairman

*Sue Dowell*  
\_\_\_\_\_  
Sue Dowell, Member

*Mike Cherry*  
\_\_\_\_\_  
Mike Cherry, Member

ATTEST: *Ellen L. White, Chief Deputy*  
\_\_\_\_\_  
Veronica Marez, Quay County Clerk

RESOLUTION AND AGREEMENT  
OF  
QUAY COUNTY  
**RESOLUTION NO. 38**  
APPROVING PARTICIPATION IN THE PROGRAMS  
OF THE  
EASTERN PLAINS COUNCIL OF GOVERNMENTS  
FOR FISCAL YEAR 2015-2016

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:

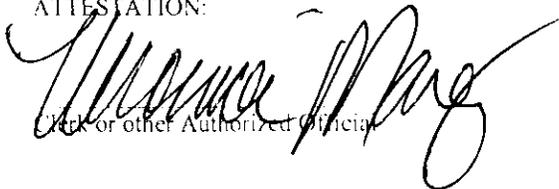
- a. Implement the work program as established by the EPCOG Board of Directors for the 2015-2016 Fiscal Year including providing technical assistance, project and program planning, proposal development and funding assistance
- b. Continue eligibility as an Economic Development District for participating 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 NCNMEDD.
- 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:

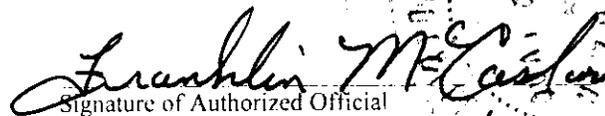
- a. To participate through their designated representative or alternate, in EPCOG's policy development process by attending meetings, helping formulate the annual work program, reviewing the EPCOG Goals and Objectives, and concurrences with the District Comprehensive Economic Development Strategy (CEDS).
- b. To pay to the EPCOG the sum of \$2,216.00 as annual membership dues as payment for the aforementioned services for the period beginning July 1, 2015 and ending June 30, 2016.
- c. The MEMBER hereby appoints  **Mike Cherry** as their designated representative and  **Richard Primrose** as alternate.

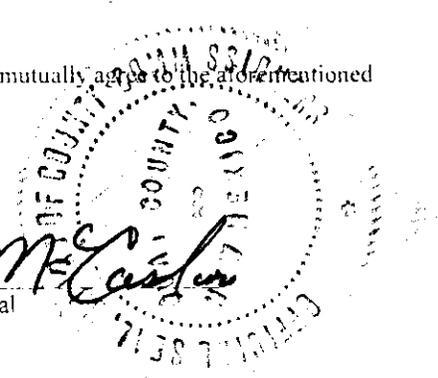
NOW THEREFORE BE IT RESOLVED THAT the MEMBER and the EPCOG hereby mutually agree to the aforementioned provisions of the Resolution and Agreement.

ATTESTATION:

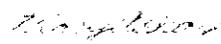
  
Clerk or other Authorized Official

MEMBER GOVERNMENT

  
Signature of Authorized Official



ATTESTATION:

  
Mary Gray, Executive Assistant

EASTERN PLAINS COUNCIL OF GOVERNMENTS

  
Executive Director

**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

**2. SCOPE OF WORK**

The Entity shall perform the following work:

- A. Ensure the provision of primary care services in underserved areas of the state.
- B. Provide to the Public Health Division (PHD), Annual Projected Level of Operations forms, by the third (3<sup>rd</sup>) working day in August in each fiscal year.
- C. Provide to PHD by the third (3<sup>rd</sup>) working day in August in each fiscal year, a Contract Action Plan addressing the following:
  - 1) Estimated level of services;
  - 2) Staffing;
  - 3) Hours of operation;
  - 4) After-hours coverage and emergency care;
  - 5) Prenatal care services;
  - 6) Family planning services;
  - 7) Dental services;
  - 8) Behavioral health services;
  - 9) Ancillary services;
  - 10) Specialty clinics;
  - 11) Referral relationships with EMS (emergency medical services), hospital, dental behavioral health, and other services;
  - 12) Integration and coordination with public and private providers, and school based health centers;
  - 13) Methods for increasing clinic utilization and other outreach activities;
  - 14) Governing Board and/or Local/Regional Advisory Board information;
  - 15) Evaluation methods; and
  - 16) Any other pertinent information.
- D. Develop, implement and submit a detailed narrative Quality Improvement/Assurance (QI/QA) Plan for each clinic site by the third (3<sup>rd</sup>) working day in August in each fiscal year.
  - 1) Ensure that QI/QA plan includes clinical services and management services.
  - 2) Ensure that the plan includes the systematic collection and evaluation of patient records.
  - 3) Ensure that the plan includes the periodic assessment of the appropriateness of the utilization of services and the quality of services provided.

- E. 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.
- F. Enter in the Online RPHCA Reporting System the completed Monthly Level of Operations data 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.
- G. Enter in the Online RPHCA Reporting System 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.
- H. 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.
- I. 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.
- J. 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.
- K. 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).
- L. Notify the PHD in advance of scheduled visits by HRSA (if HRSA funded).
- M. 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).
- N. 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.
- O. 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.

- P. Maintain for inspection, records of clinic activities and expenditures.
- Q. Participate in clinic site visit(s) conducted by the PHD.
- R. 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.
- S. 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.
- T. 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.
- U. Prepare and submit a Health Outcome Measure – Diabetes HbA1c Control Annual Measurement Report by the third (3<sup>rd</sup>) 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:
- 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%.
- V. Performance Measures – The Entity shall substantially perform activities related to the following performance measures:
- 1) Population Based Accountability  
Improve health outcomes for the people of New Mexico.  
Objective: To increase the percentage of patients with diabetes who have controlled and reduced their glucose levels to ensure healthier living. (*DOH FY16 Strategic Plan*)
  - 2) Program Performance Accountability  
Expand health care access in rural and underserved areas.  
Annual Measure: Number of medical and dental encounters at community-based primary care centers supported by the Department of Health.
  - 3) Results Based Accountability  
Required diabetes reports will address:
    - extent of HbA1c testing for patients with diabetes (*how much is done?*);
    - percent of patients with HbA1c levels less than 9% (*how well it was done?*); and
    - change measured against calendar 2012 baseline and subsequent data (*Is anyone better off?*).
- W. 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

<b>Deliverables</b>	<b>FY16</b>
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 <sup>rd</sup> ) working day in August, with an invoice not to exceed a total of \$10,150.00.	\$10,150.00
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 <sup>rd</sup> ) 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 <sup>rd</sup> ) working day in August, with an invoice not to exceed a total of \$8,950.00.	\$8,950.00
<b>TOTAL BUDGET</b>	<b>\$134,300.00</b>

**GENERAL PROVISIONS**

PHD will pay CONTRACTOR based upon deliverables completed and after receipt and approval of invoices and deliverables.

The CONTRACTOR may make adjustments or changes not to exceed the total amount payable under the CONTRACT with written prior approval of PHD. The maximum amount to be paid to the CONTRACTOR for FY2016 budget shall not exceed a total of **\$134,300.00**.

The CONTRACTOR is responsible for ensuring payment of employer and employee portions of FICA, as well as other applicable federal, state and local taxes.

**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 \$134,300.00. 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 \$134,300.00 (as set forth in Paragraph A) including gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling shall be paid by the DOH to the Entity. 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 Entity 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 Entity may reasonably be expected to have access to Departments' Protected Health Information (PHI) as defined by HIPAA, Entity 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 Agreement. Failure to execute the HIPAA/HITECH Business Associate Agreement when required by the DEPARTMENT shall constitute grounds for termination of this Agreement in accordance with Article 9 of this Agreement.

**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, 2016** 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**

**Quay County**

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

By: Franklin McCasland  
Franklin McCasland, Chairman

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

Date: May 26, 2015

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

By: Veronica Marez  
Veronica Marez, County Clerk

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

Date: May 26, 2015



## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body for **professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

**THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.**

The following definitions apply:

**“Applicable public official”** means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

**“Campaign Contribution”** means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official’s behalf for the purpose of electing the official to statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

**“Family member”** means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

**“Pendency of the procurement process”** means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

**“Prospective contractor”** means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or a small purchase contract.

**“Representative of a prospective contractor”** means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

Name(s) of Applicable Public Official(s) if any: \_\_\_\_\_  
(Completed by State Agency or Local Public Body)

**DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:**

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_  
\_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

Purpose of Contribution(s)

\_\_\_\_\_  
\_\_\_\_\_

(Attach extra pages if necessary)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (position)

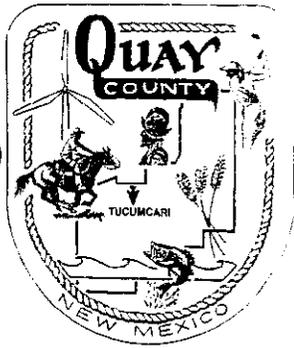
**--OR--**

**NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE** to an applicable public official by me, a family member or representative.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (Position)



# Quay County Detention Center

223 W. High Street  
P.O. Box 1321  
Tucumcari, NM 88401  
Phone: (575) 461-4664  
Fax: (575) 461-0139

## Quarterly Report

### Commission Meeting

Date: 05/26/2015

3<sup>rd</sup> Quarter 01/01/2015 thru 03/31/2015

### QCDC ADULT DETENTION

Total number of Adults confined: 183

Total number of days Adults were held: 16,024 days

Average Daily Adult Population: 45 inmates

Average length of stay: 87.55 days

Inmates Booked into the Facility: 143 Inmates

Inmates Released From the Facility: 146 Inmates

Committed by Agency:

Adult Probation and Parole: 7

De Baca County: 0

Dept. Of Motor Transportation: 4

Guadalupe County: 4

Harding County: 0

Logan Police Dept.: 0

New Mexico State Police: 32

New Mexico State Parks: 0

Other: 12

Quay County Sheriff's Office: 29

Tucumcari Police Dept: 97

Incidents for the Quarter: 64 Total

Today's Population Adult Total: 44 Male 34 Female 10

### QCJDC JUVENILE DETENTION

Total number of Juveniles confined: 12

Total number of days Juveniles were held: 274 days

Average Daily Juvenile Population: 1.5 inmates

Average length of stay: 23 days

Juveniles Booked into the Facility: 11 Inmates

Juveniles Released From the Facility: 10 Inmates

Today's Population in Juvenile Total: 2 Males Out of County: \_\_\_\_\_

4 Juvenile(s) for 77 days Quay

0 Juvenile(s) Union:

1 Juvenile(s) Roosevelt: \$900.00

0 Juvenile(s) Lea

2 Juvenile(s) Guadalupe: \$525.00

0 Juvenile(s) Colfax:

0 Juvenile(s) Dona Ana:

2 Juvenile(s) Eddy: \$150.00

0 Juvenile(s) Otero:

0 Juvenile(s) Sierra:

0 Juvenile(s) Lincoln:

1 Juvenile(s) Curry: \$75.00

0 Juvenile(s) Debaca:

**Total Juvenile Revenue from Other Counties \$ 1,650.00**

**Out of County Housing for Juveniles this quarter: \$ 450.00**

Don "TJ" Rich, Administrator  
Lt. Chris Birch, Assistant Administrator

**QUAY COUNTY  
FISCAL YEAR 2014-2015  
RESOLUTION No. 39**

Authorization of Budgetary Increase to **Law Enforcement JAG Fund (608)**

**WHEREAS**, at meeting of the Board of Quay County Commissioners on May 26, 2015 the following was among the proceedings;

**WHEREAS**, the Board of Quay County Commissioners deems it necessary to request this Budgetary Increase

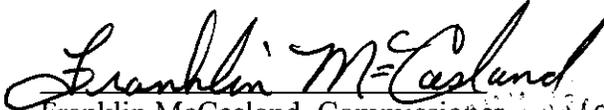
**State Fund 218  
Budgetary Increase**

	<u>DEBIT</u>	<u>CREDIT</u>
608-12-48070 Capital Outlay-Vehicles	\$22.00	
608-00-36030 Investment Revenue		\$22.00

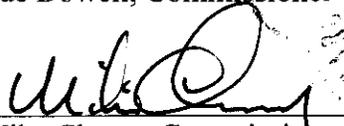
**WHEREAS**, the above activity was not contemplated at the time the final budget was adopted and approved **Interest Received**

**NOW THEREFORE, BE IT RESOLVED** that after approval of the Local Government Division of the Department of Finance and Administration, the above Budgetary Increase be made.

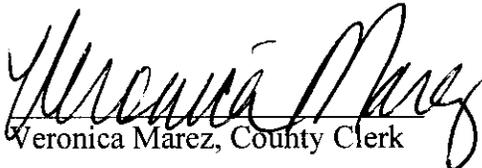
DONE at Tucumcari, County of Quay, New Mexico this 26<sup>th</sup> day of May, 2015.

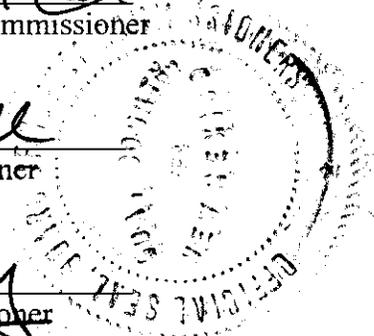
  
Franklin McCasland, Commissioner

  
Sue Dowell, Commissioner

  
Mike Cherry, Commissioner

ATTEST:

  
Veronica Marez, County Clerk



**QUAY COUNTY  
FISCAL YEAR 2014-2015  
RESOLUTION No. 40**

Authorization of Budgetary Increase to **DWI Probation Fees Fund (631)**

**WHEREAS**, at meeting of the Board of Quay County Commissioners on May 26, 2015 the following was among the proceedings;

**WHEREAS**, the Board of Quay County Commissioners deems it necessary to request this Budgetary Increase

**State Fund 218  
Budgetary Increase**

	<u>DEBIT</u>	<u>CREDIT</u>
631-12-41020 Full-Time Salaries	\$2000.00	

**WHEREAS**, the above activity was not contemplated at the time the final budget was adopted and approved **Fees Received**

**NOW THEREFORE, BE IT RESOLVED** that after approval of the Local Government Division of the Department of Finance and Administration, the above Budgetary Increase be made.

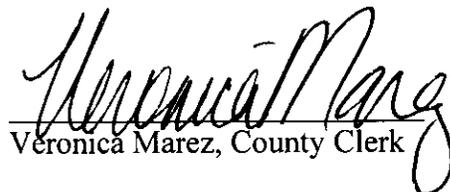
DONE at Tucumcari, County of Quay, New Mexico this 26<sup>th</sup> day of May, 2015.

  
Franklin McCasland, Commissioner

  
Sue Dowell, Commissioner

  
Mike Cherry, Commissioner

ATTEST:

  
Veronica Marez, County Clerk

**RENTAL AGREEMENT**

**1. Parties**

The parties to this agreement are Quay County, hereinafter called "landlord", and Quay County DWI Program, hereinafter called "tenant."

**2. Property**

Landlord hereby lets the following property to tenant for the term of this agreement:

(a) the real property known as:

**113 E. Main Street described as: Lot 17, Block 34 of Tucumcari OT Subdivision**

And (b) the following furniture and appliances on said property:

**3. Term**

This agreement shall run from month-to-month, beginning on: July 1, 2015 until June 30, 2016.

This agreement will automatically renew contingent upon Quay County receiving DWI Distribution Funds or unless one of the parties hereto notifies the other of its termination. Either party to this agreement may cancel the agreement by written notice to the appropriate party representatives no later than 30 days prior to the actual cancellation.

**4. Rent**

The monthly rental for said property shall be \$ 500.00, due and payable by check by the 1<sup>st</sup> day of each month.

**5. Utilities**

Tenant agrees to furnish the following services and/or utilities: (X) electricity, (X) gas, (X) garbage collection, (X) trash removal, and (X) water.

**6. Deposits**

Tenant will pay the following deposits and/or fees:

**No deposit required**

To \_\_\_\_\_

This amount will be refunded within three weeks following the termination of the tenancy; unpaid rent, charges for damages beyond normal wear and tear, and costs for reasonable cleaning may be deducted.

**In addition, it is agreed:**

7. Tenant shall not lease, sublease or assign the premises without the prior written consent of the landlord (but this consent shall not be withheld unreasonably).
8. Landlord may enter the premises at reasonable times for the purpose of inspection, maintenance or repair, and show the premises to buyers or prospective tenants.

9. Tenant agrees to occupy the premises and shall keep the same in good condition, reasonable wear and tear excepted, and shall not make any alterations thereon without the written consent of the landlord.
10. Landlord agrees to maintain regularly the building and grounds in a clean, orderly and neat manner. Landlord further agrees upon notice by Tenant to complete within a reasonable time all necessary repairs, including those of appliances and utilities, which are furnished with the premises.
11. Tenant agrees not to use the premises in such a manner as to disturb the peace and quiet of other tenants in the building. Tenant further agrees not to maintain a public nuisance and not conduct business or commercial activities on the premises.
12. Tenant shall, upon termination of this agreement, vacated and return dwelling in the same condition that it was received, less reasonable wear and tear, and other damages beyond the Tenant's control.
13. In a dispute between Landlord and Tenant which gives rise to any action in court, the losing party will pay the court costs and reasonable attorney fees of the successful party.

We, the undersigned, agree to this Rental Agreement on this 26 day of May, 2015:

**Landlord: Quay County Commission**

  
 Franklin McCasland, Chairman

5-26-15  
 Date


  
 Sue Dowell, Member

5-26-15  
 Date

  
 Mike Cherry, Member

5-26-15  
 Date

Attested by:  
  
 Veronica Marez, County Clerk

May 26, 2015  
 Date

**Tenant: Quay County DWI Program**

\_\_\_\_\_  
 Bryan Rinstine

\_\_\_\_\_  
 Date