



QUAY COUNTY GOVERNMENT
300 South Third Street
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A M E N D E D

**AGENDA
REGULAR SESSION
QUAY COUNTY BOARD OF COMMISSIONERS
JUNE 10, 2016**

9:00 A.M. Call Meeting to Order

Pledge of Allegiance

Approval of Minutes-Regular Session May 23, 2016

Approval/Amendment of Agenda

Public Comment

Ongoing Business

New Business

- I. Susan Lease, Quay County Substance Abuse Prevention Specialist**
 - Request Approval of **Quay County DWI Program Professional Services Contract**

- II. Larry Moore, Quay County Road Superintendent**
 - Road Update

- III. Richard Primrose, Quay County Manager**
 - Request Approval of **FY2015-2016 Resolution #32 for Budgetary Increase to NM DOT Grant (Fund 626)**
 - Request Approval of **DWI Grant Agreement – Project #17-D-J-G-21**
 - Discussion of **Burn Ban Proclamation**
 - Request Approval of **FY17 Rural Primary Health Care Act (RPHCA) Memorandum of Agreement and Contract Certification**
 - Correspondence

- IV. Veronica Marez, Quay County Clerk**
 - Canvassing Election Results from the 2016 Primary Election

- V. Request Approval of Accounts Payable**



VI. Request for Closed Executive Session

- Pursuant to Section 10-15-1(H) 7. The New Mexico Open Meetings Act Pertaining to Threatened or Pending Litigation

VII. 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

June 10, 2016

9:00 A.M.

BE IT REMEMBERED THE HONORABLE BOARD OF QUAY COUNTY COMMISSIONERS met in regular session the 10th day of June 2016, at 9:00 a.m. in the Quay County Commission Chambers, Tucumcari, New Mexico, for the purpose of taking care of any business that may come before them.

PRESENT & PRESIDING:

Franklin McCasland, Chairman
Mike Cherry, Member
Sue Dowell, Member
Ellen L. White, Chief Deputy County Clerk
Richard Primrose, County Manager

OTHERS PRESENT:

Larry Moore, Quay County Road Superintendent
Russell Braziel, KTNM/KQAY Radio Station
Cheryl Simpson, Quay County Manager's Office
Russell Shafer, Quay County Sheriff
Susan Lease, Quay County DWI Program
Daniel Garcia, resident
Becky Wallace, Presbyterian Health Clinic Administrator
Thomas Garcia, Quay County Sun

Chairman Franklin McCasland called the meeting to order. Donald Adams led the Pledge of Allegiance.

A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to approve the minutes from the May 23, 2016 regular session as printed. MOTION carried with Cherry voting "aye", McCasland voting "aye", and Dowell "aye".

A MOTION was made by Mike Cherry SECONDED by Sue Dowell to approve the Agenda as presented. MOTION carried with Cherry voting "aye", Dowell voting "aye", McCasland voting "aye".

PUBLIC COMMENTS: Daniel Garcia congratulated Commissioner Sue Dowell on her victory in the Primary Election and urged the Commissioners to change back to voting within districts for County Commissioners.

ONGOING BUSINESS: NONE

NEW BUSINESS:

Susan Lease, Quay County Substance Abuse Prevention Specialist presented the Professional Services Contract between Quay County DWI and Concha Montano for approval. The amount of these services total \$9,500.00 for evaluations and reporting thereof. A MOTON was made by Mike Cherry, SECONDED by Sue Dowell to approve the Contract. MOTION carried with Cherry voting "aye", Dowell voting "aye" and McCasland voting "aye". Contract is attached and made a part of these minutes.

Larry Moore, Quay County Road Superintendent, gave the following department report:

1. Sub-grading on Quay Road 63 is complete and the base course should be laid this week.
2. The CDBG projects are still pending due to the Department of Finance's budget increase. The pre-con meeting will be scheduled as soon as possible after the budget increase is confirmed.
3. The LGRF drawdowns have not been processed due to staffing issues at the State. These funds are required before the CAP, COOP and School Bus projects can begin.
4. The County is still waiting on approval from the State for the millings requested.
5. Due to recent rains, all of the roads in the House area are in bad shape. The crews are working daily in that area. An additional blade has been sent to assist.
6. Equipment is being moved to House to work on roads in the Village limits. The work will be done in trade for water to be used on the Quay Road BH project which is 8 miles.
7. The Ashcraft's road held up well in the recent rain storms. The stop sign will be moved soon.
8. Caliche will be added to the ditch on Rock Island near the Baker residence. The road is draining properly.
9. Streets of concern in the Nara Visa area have been addressed. Holes were repaired with added caliche. A culvert is required on one road and will be installed when the owner makes that purchase.

Commissioner Dowell asked for updates on the following concerns and brought attention to some new items:

1. Bill and Denise Runyan called reporting Quay Road 27 had work done last fall which was very successful. They are reporting the road has recently become very slick and needs attention. They mentioned that Mark Runyan has caliche in that area and they have water for the project.
2. Requested information on Phil Runyan road. Moore reported the equipment is currently being moved to that area.
3. Asked for an update on the road closure Mr. Cammack at Nara Visa is requesting. Primrose stated he is still working on that and it has come to his attention that the road closure may involve adjacent State Land which could pose a problem.

Richard Primrose, Quay County Manager presented the following items for approval:

1. Presented Resolution No. 32; Authorization of Budgetary Increase to NM DOT Grant for approval. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve said Resolution. MOTION carried with Cherry voting "aye", Dowell voting "aye" and McCasland voting "aye". A copy is attached.
2. Requested approval of the State of New Mexico, DFA DWI Grant Agreement in the amount of \$1,500.00. Commissioner Dowell suggested the County issue a letter of concern regarding the continued decrease in funding from this Agency. Commissioner Cherry suggested the letter come from each Commissioner to their respective Legislators as these funds were absconded from this Agency in the "Sweep" portion of their budgets. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve the Grant Agreement. MOTION carried with Cherry voting "aye", Dowell voting "aye" and McCasland voting "aye". A copy is attached and made a part of these minutes.
3. Presented a letter from the Governor of New Mexico asking each entity to discuss the possibility of a fireworks ban. After much discussion and requesting the opinion of Donald Adams, Quay County Fire Marshal, the Board of Commissioners decided not to pursue a ban of fireworks in Quay County this year.
4. Requested approval of the FY17 Rural Primary Health Care Act Memorandum of Agreement (RPHCA). Becky Wallace, Administrator stated the funds this year have been reduced by

\$12,000.00 which is less than they expected to have cut. Wallace said other facilitators budgets were decreased more if they were not affiliated with their respective County Government. Wallace stated she was relieved the cut was not as drastic as predicted. A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to approve the Agreement. MOTION carried with Cherry voting "aye", Dowell voting "aye" and McCasland voting "aye". A copy is attached to these minutes.

Managers Correspondence:

1. A meeting will be held at 10:00 a.m. on June 17th at the Tucumcari Convention Center and a draft of the water shed study will be presented.
2. The NMAC Annual Conference is scheduled for the week of June 20th in Hobbs, New Mexico.
3. The next meeting of the Board of Commissioners will be on Friday, July 1.

Commissioner Dowell stated she had been approached by an employee asking that the County set the Christmas Party as soon as possible so employees can plan vacations and hunting trips in advance and not have so many conflicts with the annual dinner.

Dowell asked what jobs are still available at the County. Primrose stated the Road Department has some openings.

Dowell said she was encouraged by an employee of the Detention Center to schedule their annual visit to the facility.

Chairman McCasland requested a break. Time noted 9:30 a.m. to 9:35 a.m.

Veronica Marez, Quay County Clerk joined the meeting. Time noted 9:35 a.m.

Veronica Marez presented the results of the 2016 Primary Election for canvassing of the returns. All results from election night were verified. Ellen White presented 8 Provisional Ballots. White asked the Commissioners to disqualify 4 of the ballots from voters who were either not registered in Quay County, had already voted early or were not affiliated with either of the major political parties. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to disqualify those 4 ballots. MOTION carried with Cherry voting "aye", Dowell voting "aye" and McCasland voting "aye".

White then presented 4 additional ballots from voters who either voted outside of their normal precinct or who misplaced their original absentee ballot and required a new ballot. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to qualify and count the votes from those 4 ballots. MOTION carried with Cherry voting "aye", Dowell voting "aye" and McCasland voting "aye".

With completion of the additional 4 Provisional Ballots being added to the totals, A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to certify the 2016 Primary Election as complete. MOTION carried with Cherry voting "aye", Dowell voting "aye" and McCasland voting "aye". A copy is attached and made a part of these minutes.

ACCOUNTS PAYABLE: A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve the expenditures included in the Accounts Payable Report. MOTION carried with Cherry voting "aye", Dowell voting "aye" and McCasland voting "aye".

A MOTION was made by Mike Cherry, SECONDED by Sue Dowell, to go into Executive Session pursuant to the Open Meetings Act pursuant to Section 10-15-1(H)7 to discuss Threatened or Pending

Litigation MOTION carried with Cherry voting "aye", McCasland voting "aye" and Dowell voting "aye".

Time noted 10:25 a.m.

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

Return to regular session. Time noted 10:45 a.m.

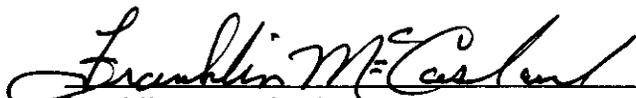
A MOTION was made by Sue Dowell, SECONDED by Franklin McCasland that only the items listed above were discussed during Executive Session and no action was taken. MOTION carried with Cherry voting "aye", Dowell voting "aye" and McCasland voting "aye".

Other Quay County Business That May Arise During the Commission Meeting and/or Comments from the Commissioners: NONE

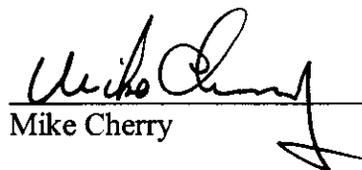
There being no further business, a MOTION was made by Mike Cherry, SECONDED by Sue Dowell to adjourn. MOTION carried with Cherry voting "aye", McCasland voting "aye" and Dowell voting "aye". Time noted 10:50 a.m.

Respectfully submitted by Ellen White, Chief Deputy County Clerk.

BOARD OF QUAY COUNTY COMMISSIONERS


Franklin McCasland


Sue Dowell


Mike Cherry



ATTEST:


Veronica Marez, County Clerk
Ellen L. White, Chief Deputy

**QUAY COUNTY DWI PROGRAM
PROFESSIONAL SERVICES CONTRACT**

THIS AGREEMENT is made and entered into this 10 day of July, 2016 by and between Quay County, a political subdivision of the State of New Mexico (hereinafter referred to as the "County") and Concha Montano, (hereinafter referred to as the "Contractor").

IT IS MUTUALLY AGREED TO BY THE PARTIES:

I. SCOPE OF WORK:

The Contractor will provide the services described in Attachment A ("Scope of Work").

II. COMPENSATION:

A. The total amount payable to the Contractor under this Agreement, shall not exceed \$9,500.00. This amount is rated at 20% of the FDA Grant and Distribution funding received by the County.

B. The Agency shall pay to the Contractor in full payment for services satisfactorily performed at the flat rate of seven hundred ninety one dollars and sixty six cents (\$791.66) per month (OR BASED UPON DELIVERABLES, MILESTONES, BUDGET, ETC.), such compensation not to exceed \$9,500.00 (as set forth in Paragraph A) The New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the Contractor. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the Agency. All invoices MUST BE received by the Agency no later than June 30th of each Fiscal Year in which the services were delivered. "Contractor" must bill on a monthly basis prior to the end of the month to ensure payment on a timely basis.

III. TERM:

The term of this agreement shall be from July 1, 2016 to June 30, 2017, unless terminated pursuant to paragraph IV.

IV. TERMINATION:

This agreement may be terminated prior to the date set for termination by either party hereto, upon written notice delivered to the other party at least 30 days prior to the intended date of termination. If such termination is accomplished, both parties shall continue to honor obligations pursuant to this agreement until the date of termination. Termination pursuant to this paragraph by either party shall be considered final with no remedy or appeal.

V. STATUS OF CONTRACTOR:

The contractor is an independent contractor performing professional services for the County and is not an employee of the County. The Contractor and its employees will not accrue leave, retirement, worker's compensation benefits, insurance, bonding, use of County vehicles, or any other benefits afforded to employees of the County, as a result of this Agreement. The County provides no liability coverage to the Contractor.

VI. ASSIGNMENT:

The Contractor shall not assign or transfer any interest in this agreement or assign any claims for money due or to become due under this agreement.

VII. SUBCONTRACTING:

With the exception of subcontracting persons to assist with data gathering activities, interviews, to perform telephone surveys, and to represent the Contractor at meetings when scheduling conflicts arise, the Contractor shall not subcontract any portion of the services to be performed under this agreement without written permission of the County.

VIII. REPORTS:

Reports must be submitted to the County and to the State of New Mexico, Behavioral Health Services Division, as deemed necessary by either party.

IX. RECORDS AND AUDIT:

The Contractor shall maintain records in accordance with applicable laws and requirements prescribed by the County with respect to all matters covered by this agreement. Except as otherwise authorized by the County, such records shall be maintained for a period of seven (7) years after the receipt of final payment under this Agreement. These records shall be subject to inspection by the County. The County shall have the right to audit billings, both before and after payment. Payment under this agreement shall not foreclose the right of the County to recover excessive or illegal payment.

X. APPROPRIATIONS:

The terms of this agreement are contingent upon sufficient appropriations and authorization being made by the Quay County Commission for performance of this agreement. If insufficient appropriations and authorization are not made by the Quay County Commission, this agreement shall terminate upon written notice being given by the County to the Contractor. The County decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

XI. RELEASE:

The Contractor, upon final payment of the amount due under this agreement, releases the County, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this agreement. The Contractor agrees not to purport to bind the County to any obligation not assumed herein by the County,

unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

XVIII. CONFIDENTIALITY:

Any confidential information provided to or developed by the Contractor in the performance of this agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval of the County.

XIII. CONFLICT OF INTEREST:

The Contractor warrants that it presently has no interest in and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this agreement. The Contractor shall comply with the provisions of Section 4-44-26 NMSA 1978 which requires disclosure in writing to the County Clerk of the receipt of more than five thousand dollars (\$5,000) in the aggregate from the County in any one twelve month period through rendering professional services.

XIV. AMENDMENT:

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.

XV. SCOPE OF AGREEMENT:

This Agreement incorporates all the agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in Agreement.

XVII. NOTICE:

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes criminal and civil penalties for its violation. In addition, New Mexico Criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

XVII. INDEMNITY:

If a liability is claimed against the County based wholly or in part upon the negligence, breach of contract, or comparative fault of Contractor, the Contractor shall indemnify the County for that portion of the County's liability, established by settlement or judgment, and that portion of the County's defense costs, including attorney's fees, which is attributed solely to the percentage of fault of Contractor. If a liability is claimed against the Contractor based wholly or in part upon the negligence, breach of contract or comparative fault of the County or its employees, the County shall indemnify the Contractor for that portion of the Contractor's liability, established by settlement or judgment, and that portion of Contractor's

defense costs, including attorney's fees, which is attributable solely to the percent of fault of the County or its employees.

XIX. APPLICABLE LAWS:

This agreement shall be governed by the laws of the State of New Mexico.

XIX. WAIVER:

No waiver of any breach of any of the terms or conditions of this agreement shall be held to be a waiver of any other or subsequent breach; nor shall any waiver be valid or binding unless the same shall be in writing and signed by the parties alleged to have granted waiver.

XX. INSURANCE:

Liability insurance as required to perform evaluation services.

XXI. RENEWABILITY:

The contract may be renewed annually by mutual agreement of both parties, pending renewal of funding for the project.

IN WITNESSES WHEREOF, the County and the Contractor has executed this Agreement as of the date of execution by the Quay County Commission/Manager.

QUAY COUNTY

By: Franklin McCasland Date: 6-10-14
Franklin McCasland, Chairman

Sue Dowell Date: 6/10/16
Sue Dowell, Commissioner

Mike Cherry Date: 6-10-14
Mike Cherry, Commissioner

Attest:

Ellen L. White, Deputy Date: 6/10/16
Veronica Marez, County Clerk

Federal Tax ID: _____

State Tax ID: _____

BY: _____ Date: _____
Concha Montañó, Evaluator

APPENDIX A

SCOPE OF WORK

The Scope of Work Includes the Following:

The Evaluator will:

- **Be responsible for designing, reviewing and carrying out process and outcome evaluation activities of the Quay County DWI Prevention Program including designing evaluation instruments, gathering relevant base line and follow up data, tabulation and analysis of data, and producing evaluation reports.**
- **Meet with all County DWI staff to review program scope of work and develop evaluation processes for each component.**
- **Assist Program Director in developing goals and objectives in order to logically design the evaluation plan, logic model, and outline outcomes for each program component.**
- **Update the Logic Models and Evaluation Plan and assist with the development of the Management Plan to structure evaluation process and to ensure that deadlines are met on a timely basis.**
- **Design and carry out final project evaluation report and submit on a timely basis to the DWI Program Coordinator and to LDWI.**
- **Lead the development and updating of the Needs Assessment that will inform community needs and help prioritize strategies.**
- **Conduct evaluation trainings and meetings as set forth by program requirements including attendance at State Trainings or meetings mandated by LDWI and/or Quay County DWI Program.**
- **Assess pretests and posttests, surveys, and other evaluation assessments as implemented by project staff. The evaluator will be responsible for identifying and/or developing data entry files and syntax files for data entry and for analysis of indicators.**
- **Provide feedback, technical assistance, and support staff in the evaluation and implementation of the goals and objectives on a monthly basis or as needed.**
- **Provide on-site visits and/or telephone contact on a monthly basis.**
- **Update the evaluation documentation system that includes an Evaluation annual consisting of 4 parts; Programmatic Information, Evaluation Tools, Program Documentation, and Administrative Information to ensure that program staff have all the necessary tools to implement the program, ensure quality evaluation processes are maintained, and prepare for LDWI site visits, audits, and reports.**
- **Program staff will participate in Evaluation Training. Disks with all documents maintained in the Evaluation Manual will be provided to guarantee that program staff not only have hard copies of the information, but have “ready to copy” access.**

**QUAY COUNTY
FISCAL YEAR 2015-2016
RESOLUTION No. 32**

Authorization of Budgetary Increase to **NM DOT Grant (Fund 626)**

WHEREAS, at meeting of the Board of Quay County Commissioners on June 10, 2016 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>
626-00-37232 NMDOT Traffic Safety Div.		\$ 748.08
626-12-43020 Per Diem		\$ 406.37
626-12-41020 Full-Time Salaries	\$1,026.29	
626-12-42050 Health/Life Disability Ins	\$1,783.48	
626-12-42030 PERA	\$ 286.02	

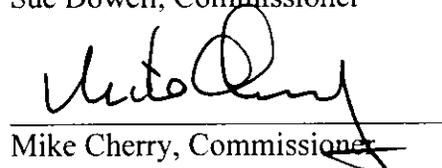
WHEREAS, the above activity was not contemplated at the time the final budget was adopted and approved **Prior Year Cash and Grant Increase Budgeted**

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 10th day of June, 2016.


Franklin McCasland, Commissioner


Sue Dowell, Commissioner


Mike Cherry, Commissioner

ATTEST:


Veronica Marez, County Clerk

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION
DWI GRANT PROGRAM

DWI GRANT AGREEMENT
Project No. 17-D-J-G-21

THIS GRANT AGREEMENT is made and entered into by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Suite 201, Santa Fe, New Mexico 87501, hereinafter called the **DIVISION**, and the County of Quay, hereinafter called the **GRANTEE**.

WITNESSETH:

WHEREAS, this Grant Agreement is made by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, and the Grantee, pursuant to the Local Driving While Intoxicated ("LDWI") Grant Program Act Sections 11-6A-1 through 11-6A-6, NMSA 1978, as amended (the "Act") and the LDWI Grant Program Regulations 2.110.4 NMAC (the "Regulations"); and

WHEREAS, on April 26, 2016, the DWI Grant Council awarded the Grantee \$1,500.00 to support programs to reduce the incidence of driving while intoxicated, alcoholism, and alcohol abuse in New Mexico ("Project"); and

NOW, THEREFORE, the parties hereto do mutually agree as follows:

ARTICLE I - SCOPE OF WORK

- A. The Grantee agrees that it will implement, in all respects, the activities outlined in its Project Description, attached hereto as Exhibit "A" and made a part of this Grant Agreement.
- B. The Grantee agrees to make no change to the Project Description herein described without first submitting a written request to the Division and obtaining the Division's written approval of the proposed change.

ARTICLE II - LENGTH OF GRANT AGREEMENT

- A. Upon being duly executed by the Division, the term of this Grant Agreement shall be from July 1, 2016 through June 30, 2017.
- B. In the event that, due to unusual circumstances, it becomes apparent that this Grant Agreement cannot be brought to full completion within the time period set forth in Paragraph A of this Article II, the Grantee shall so notify the Division in writing at least thirty (30) days prior to the termination date of this Grant Agreement, in order that the Grantee and the Division may review the work accomplished to date and determine whether there is need or sufficient justification to amend this Grant Agreement to provide additional time for completion of the

same. The Division's decision whether or not to extend the term of this Grant Agreement is final and non-appealable.

ARTICLE III - REPORTS

A. Evaluation

1. The Grantee agrees that data entered into the DWI Screening Program (ADE, Inc.) website is complete and accurate to allow the Department of Finance and Administration's (DFA) designated evaluation contractor to develop and implement an evaluation system.
2. The Grantee agrees to contract with a qualified evaluator who will prepare an evaluation of the Prevention, Treatment and/or Compliance Monitoring Components using the Local DWI evaluation plan template.
3. The Grantee agrees to attend meetings with Division staff and the statewide evaluator as necessary.
4. The Grantee agrees to submit to the Division quarterly status reports from the Evaluator that include general updates, process and outcome evaluation developments which occurred during the preceding quarter.
5. The Grantee agrees to submit a preliminary evaluation report to the Division no later than August 31st in a format to be determined by the Department of Health.

B. Progress Reports

1. In order that the Division may adequately evaluate the progress of the Grant Agreement, the Grantee shall be required to provide periodic quarterly Progress Reports to the Division. The Progress Reports shall contain a narrative and/or bulleted highlights of accomplishments and/or problems and delays encountered to date, a detailed budget breakdown of expenditures to date, a summary of any fees collected and/or expended, the DWI Screening Program Quarterly Report, LDWI Planning Council meeting agendas and minutes, attached hereto as Exhibit "B" (Quarterly Progress Report and Certification), and such other information following the objectives of the Grantee's evaluation as may be of assistance to the Division in its evaluation. The first quarterly Progress Report is due **October 31, 2016**.
2. Grantee assures that Progress Reports submitted to the Division will not contain any "individually identifiable health information" as defined by the Standards for Privacy of Individually Identifiable Health Information, 45 CFR Parts 160 and 164, the Regulations promulgated by the Department of Health and Human Services pursuant to HIPAA, the Health Insurance Portability and Accountability Act of 1996 (the "HIPAA Regulations").
3. One copy of the corresponding quarterly Progress Report shall be submitted to the

Division no later than **October 31, 2016, January 31, 2017, and April 28, 2017** for review and comment.

4. In order that the Division may adequately evaluate the progress of the Local DWI grant program statewide, the Grantee shall provide within 30 days, upon request of DFA's evaluator(s), information and access to program records and records of contractors working for the Grantee, provided that such information shall not contain any "individually identifiable health information" as defined by the HIPAA Regulations.

C. Final Report

1. The Grantee shall submit to the Division one copy of the Final Report for this Project. The Final Report shall include the information called for in Article III, Paragraph B(1) and B(2) for the fourth quarter, in addition to a Managerial Data Set Summary Report for the entire term of the Grant Agreement.
2. The Final Report and final reimbursement shall include sufficient detail to evaluate the effectiveness of each program component in the Project and shall be submitted no later than **July 11, 2017**.

D. Annual Report

1. The Grantee shall submit to the Division one copy of the Annual Report for this Project. The Annual Report shall include the data from the DWI Screening Program (ADE, Inc.) website, including the demographic profile of the DWI offender and Managerial Data Set data for the entire term of the Grant Agreement, highlights for the period, and other information requested by the Division.
2. The Annual Report shall be submitted no later than **July 31, 2017**.

ARTICLE IV - CONSIDERATION AND METHOD OF PAYMENT

- A. In consideration of the Grantee's satisfactory completion of all work and services required to be performed under the terms of this Grant Agreement, and in compliance with all other Grant Agreement requirements herein stated, the Division shall pay the Grantee a sum not to exceed **Fifteen Hundred Dollars (\$1,500.00)**. The funds are to be expended in accordance with the proposed budget attached as Exhibits "C" and "C(1)", and made a part hereof. It is understood and agreed that the Grantee's expenditure of these monies shall not deviate from the budget categories of said budget by more than 10 percent of the total grant amount without the prior written approval of the Division.
- B. It is understood and agreed that if any portion of the funds set forth in Paragraph IV(A) are not expended at the completion of this Grant Agreement period for the purpose designated in this Grant Agreement, the unexpended funds shall revert to the Division for disposition.
- C. All payments will be made on a reimbursement of actual cost basis upon receipt by the

Division of individual quarterly Progress Reports accompanied by the following completed forms: Request for Payment Form, attached hereto as Exhibit "D" and "D(1)"; Fees Collected Summary Form, attached hereto as Exhibit "E"; and Detailed Breakdown By Budget Category Form, attached hereto as Exhibit "G." Request for Payment Forms shall specify all in-kind administrative costs and capital outlay expenditures.

- D. Payment shall be made only for those services specified in this Grant Agreement and not funded by any other public-entity funding source. **The Grantee shall not bill the Division for the same service or services billed to another funding agency or source.**

ARTICLE V - MODIFICATION AND TERMINATION

- A. The Division, by written notice to the Grantee, shall have the right to terminate this Grant Agreement if, at any time, in the judgment of the Division, the provisions of this Grant Agreement have been violated or the activities described in the Project Description do not progress satisfactorily. In this regard, the Division may demand refund of all or part of the funds dispersed to the Grantee.
- B. The parties may modify any and all terms and conditions of the Grant Agreement by mutual written agreement between the Grantee and the Division.
- C. Early Termination for Convenience: Except as provided in Article X, Appropriations, either the Division or Grantee may terminate this Grant Agreement by providing the other party with a minimum of thirty (30) days' advance, written notice of the termination.
- D. Liability in the Event of Early Termination: In the event of early termination of this Grant Agreement by either party, the Division's sole liability shall be to reimburse Grantee in accordance with this Grant Agreement for qualifying expenditures that were:
 - a. Incurred pursuant to a legally binding agreement entered into by Grantee before Grantee's receipt of the Division's notice of early termination or the issuance by the Grantee of a notice of early termination;
 - b. Incurred on or before the termination date in the notice of early termination;
 - c. For permissible purposes under this Grant Agreement's Project Description and procured and executed in accordance applicable law; and
 - d. The subject of a Request for Payment Form properly and timely submitted in accordance with Article IV of this Grant Agreement.

ARTICLE VI - CERTIFICATION

The Grantee hereby assures and certifies that it will comply with all State regulations, policies, guidelines, and requirements with respect to the acceptance and use of State funds. Also, the Grantee gives assurances and certifies with respect to the grant that:

- A. It has the legal authority to receive and expend the funds as described in the Project Description.
- B. It shall meet all requirements of the Act and the Regulations and all other New Mexico State

laws and regulations as they pertain to all activity conducted under this Grant Agreement and provide verification thereof to the Division.

- C. It shall finance all costs of the Project, including all Project overruns.
- D. Every treatment facility, program or other provider it contracts with to perform the activities that are subject to this Grant Agreement, shall, at all times, comply with all applicable State and federal laws and regulations and any and all licensure requirements governing treatment facilities, programs, or providers. All Contracts shall contain the following provisions: "The Contractor agrees to comply, at all times, with all applicable State and federal laws and regulations and any and all licensure requirements governing its program and facility." The Grantee agrees it shall be solely liable for the failure of any of its providers to meet and comply with all applicable State and federal laws and licensure requirements governing the treatment provider or the program.
- E. It shall comply with the State Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978. All professional services, activities or programs provided through a service provider must be implemented through a professional service contract. **The Grantee will submit all Project related contracts, and agreements to the Division for review and approval prior to execution. Amendments to existing contracts must also be submitted to the Division for review and approval prior to execution.**

Grantees will be **required** to complete a request-for-proposal (RFP) for contracts over \$60,000; provided, however, that if the Grantee's governing body's guidelines have more stringent requirements, the Grantee's governing body's guidelines must be followed. Sole Source contracts can be utilized if justification can be provided that the organization(s) is the only one in the area that can provide the services. The Grantee will be required to submit to the Division written documentation describing the reason for sole source contracting prior to entering into the contract and all provisions of the Procurement Code **MUST** be adhered to in regard to the requirements.

- F. It will adhere to all financial and accounting requirements of the Department of Finance and Administration.
- G. It will comply with all applicable conditions and requirements prescribed by the Division in relation to receipt of State DWI grant funds.
- H. It shall not at any time utilize or convert any equipment or property acquired or developed pursuant to this Grant Agreement for any use other than those specified in the scope of work as defined in the Grant Agreement without the prior approval of the Division.
- I. No member, officer, employee, or family member(s) of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract, or the process thereof, for work to be performed in connection with the program assisted under the grant, and the Grantee shall incorporate, in all

such contracts, a provision prohibiting such interest pursuant to the purposes of this certification.

- J. If applicable, it will comply with all HIPAA requirements and HIPAA Regulations.

ARTICLE VII - RETENTION OF RECORDS

The Grantee shall keep such records as will fully disclose the amount and disposition of the total funds from all sources budgeted for the Grant Agreement period, the purpose for which such funds were used, the amount and nature of all contributions from other sources, and such other records as the Division shall prescribe. Such records shall be preserved for a period of not less than seven (7) years following completion of all the conditions of this Grant Agreement.

ARTICLE VIII - REPRESENTATIVES

- A. The Grantee hereby designates the person listed below as the official Grantee Representative responsible for overall supervision of the approved Project:

Name: Bryan Rinestine
Title: DWI Coordinator
Address: P.O. Box 1011
Tucumcari, N.M. 88401
Phone: (575) 461-6069
Fax: (575) 461-0645
Email: quaydwi@plateautel.net

- B. The Division designates the person listed below as its Program Manager, responsible for overall administration of this Grant Agreement, including compliance and monitoring of Grantee:

Name: Michael Baldwin
Title: DWI Program Manager
Address: Department of Finance and Administration
Local Government Division
Bataan Memorial Building, Suite 203
Santa Fe, NM 87501
Phone: (505) 827-4332
Fax: (505) 827-4948
Email: Michael.Baldwin@state.nm.us

ARTICLE IX - SPECIAL CONDITIONS

- A. The Grantee shall budget and expend a minimum of 10 percent of the total DWI grant funding awarded for the twelve-month period in local match/in-kind monies. The Grantee shall not

budget administrative expenses except as in-kind match pursuant to the DWI Grant Council's administrative policy. The Grantee hereby budgets **One Hundred Fifty Dollars (\$150.00)** (10%) as its matching funds commitment.

- B. The Grantee shall not budget, nor at any time exceed expenditures, greater than **ten percent** of its overall grant funding for capital outlay incurred during the grant period.
- C. The Grantee shall submit to the Division written copies of the description of the **treatment program protocol as part of the first quarter Progress Report**, for review and comment. All changes and modifications made to the treatment program, including its materials, shall be reported to the Division for its review and comment, as necessary.
- D. The Grantee shall submit to the Division written copies of the description of the **screening program protocol as part of the first quarter Progress Report**, for review and comment. All changes and modifications made to the screening program, including its materials, shall be reported to the Division for its review and comment.
- E. The Grantee shall submit to the Division written copies of the description of the **compliance monitoring program protocol as part of the first quarter Progress Report**, for review and comment. All changes and modifications made to the compliance monitoring program, including its materials, shall be reported to the Division for its review and comment.
- F. **The Grantee shall submit LDWI Planning Council by-laws as part of the first quarter Progress Report.**
- G. **The Grantee shall enter screening and tracking data online in the DWI Screening Program (ADE, Inc.) website. Data shall be entered and maintained in a current up-to-date status.**
- H. **The Grantee shall enter the prevention and enforcement goals and activities online in the MDS database website. Data shall be entered and maintained on a quarterly basis.**
- I. The Grantee shall be solely responsible for fiscal or other sanctions, penalties, or fines occasioned as a result of its own violation or alleged violation of requirements applicable to performance of this Grant Agreement. The Grantee shall be liable for its acts or failure to act in accordance with this Grant Agreement, subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1 through 41-4-27, NMSA 1978.

ARTICLE X - APPROPRIATIONS

The terms of this Grant Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of the Grant Agreement. If sufficient appropriations and authorizations are not made by the Legislature, the Division may *immediately* terminate this Grant Agreement, in whole or in part, regardless of any existing legally binding third party contracts entered into by or between Grantee and a third party, by giving Grantee written notice of such early termination. The Division's decision as to whether sufficient appropriations are available shall be accepted by the Grantee and shall be final and non-appealable. The Grantee shall include a substantively identical clause in all contracts

between it and third parties that are (i) funded in whole or part by funds made available under this Grant Agreement and (ii) entered into between the effective date of this Grant Agreement and the Termination Date or early termination date.

ARTICLE XI – REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS GRANT AGREEMENT

- A. Grantee shall include the following or a substantially similar termination clause in all contracts that are (i) funded in whole or part by funds made available under this Grant Agreement and (ii) entered into after the effective date of this Grant Agreement:

“This contract is funded in whole or in part by funds made available under a Department of Finance and Administration, Local Government Division (Division) grant agreement. If the Division terminates the grant agreement, the County of Quay may terminate this contract by providing contractor written notice of such termination in accordance with the notice provisions in this contract. In the event of termination pursuant to this paragraph, the County of Quay’s only liability shall be to pay contractor for acceptable goods and/or services delivered and accepted prior to the termination date.”

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Grantee and the Division do hereby execute this Grant Agreement.

THIS GRANT AGREEMENT has been approved by:

COUNTY OF QUAY

By: Franklin McCasland
Authorized Signatory

6/10/12
Date

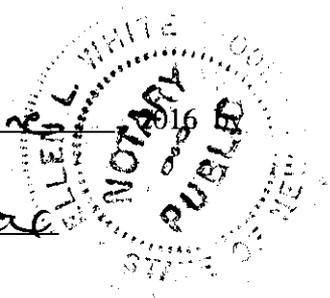
Franklin McCasland
(Type or Print Name)

STATE OF NEW MEXICO)

COUNTY OF Quay) ss.)

The foregoing instrument was acknowledged before me this 10 day of June
Franklin McCasland

Ellen White
Notary Public



My Commission Expires: 3-21-2019

DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION

By: _____ Date _____
Rick Lopez, Director

STATE OF NEW MEXICO)

COUNTY OF SANTA FE) ss.)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016 by _____

Notary Public

My Commission Expires: _____

EXHIBIT "A"

PROJECT DESCRIPTION

Name of Grantee: County of Quay

Grant No.: 17-D-J-G-21

Grant Amount: \$1,500.00

Grantee will provide DWI program activities in the following areas:

1) Prevention:

Prevention is the active process that promotes the personal, physical and social well-being of individuals, families and communities to reinforce positive behaviors and healthy lifestyles. The term "prevention" is reserved for interventions that occur before the initial onset of a disorder. Prevention programs shall focus on the prevention of alcoholism, alcohol abuse, underage drinking, and DWI.

All prevention activities funded by the LDWI grant program must be related to preventing DWI and/or alcohol abuse. LDWI funds may be used to support the planning, implementation, and evaluation of such activities. Staff development (such as training required for certification) is an allowable prevention activity.

While funds for prevention can be budgeted in any allowable budget category, all funds spent on prevention should be in support of prevention activities identified and approved as part of a systematic planning process described below.

Prevention activities funded with LDWI grant funds should be either evidence-based or promising activities. DWI programs must be able to document compliance with this requirement.

2) Screening:

The grant requires a county-wide screening program that addresses all municipal, district and magistrate court referrals related to DWI. Other referrals addressing DWI-related issues may also be handled from schools and the probation and parole system. Programs must use the DFA approved screening program.

The program shall use screening fees to self-fund the screening costs to the fullest extent possible. The fee structure shall include an appropriate sliding-fee schedule, based on earning capacity of offenders, to assist those offenders who are unable to pay the full fees.

The screening program shall not be provided by an alcoholism treatment program serving the judicial districts involved in order to avoid conflict of interest or screening bias. (Section 43-3-11(D), NMSA 1978).

3) Compliance Monitoring/Tracking:

The grant supports a compliance monitoring/tracking component, which strengthens tracking, follow-up, and supervised probation-type efforts with DWI offenders to assist courts in the monitoring for compliance of offenders with court imposed sentencing (i.e., screening, treatment, ignition interlock, DWI School, etc.) Compliance monitoring follow-up may include community service supervision, as well. All programs must use the State selected screening and tracking instrument. Programs which are funding supervised probation-type services must follow the Misdemeanor Compliance Program Guidelines issued by the Administrative Office of the Courts (AOC).

EXHIBIT "B"

QUARTERLY PROGRESS REPORT CHECKLIST AND CERTIFICATION

Grantee: _____

Quarter: _____

To be completed by DWI Coordinator	To be completed by LDWI Program Manager
Date Sent:	Date Received:
Grant: <input type="checkbox"/> Exhibit D & D(1) <input type="checkbox"/> Exhibit G <input type="checkbox"/> Exhibit G In-Kind	Grant: <input type="checkbox"/> Exhibit D & D(1) <input type="checkbox"/> Exhibit G <input type="checkbox"/> Exhibit G In-Kind
Distribution: <input type="checkbox"/> Exhibit F & F(1) <input type="checkbox"/> Exhibit G <input type="checkbox"/> Exhibit G In-Kind	Distribution: <input type="checkbox"/> Exhibit F & F(1) <input type="checkbox"/> Exhibit G <input type="checkbox"/> Exhibit G In-Kind
Detox Grant (if applicable): <input type="checkbox"/> Exhibit D & D(1) <input type="checkbox"/> Exhibit G <input type="checkbox"/> Exhibit G In-Kind	Detox Grant (if applicable): <input type="checkbox"/> Exhibit D & D(1) <input type="checkbox"/> Exhibit G <input type="checkbox"/> Exhibit G In-Kind
<input type="checkbox"/> Exhibit E – Fees Collected Summary	<input type="checkbox"/> Exhibit E – Fees Collected Summary
<input type="checkbox"/> Exhibit I – Enforcement Activity Report and/or <input type="checkbox"/> Exhibit I (B) – Full Time Officer Report	<input type="checkbox"/> Exhibit I – Enforcement Activity Report and/or <input type="checkbox"/> Exhibit I (B) – Full Time Officer Report
<input type="checkbox"/> Complete & Review Managerial Data Set Quarterly Report	<input type="checkbox"/> Review Managerial Data Set Quarterly Report
<input type="checkbox"/> Complete & Review ADE Screening & Tracking Quarterly Report	<input type="checkbox"/> Review ADE Screening & Tracking Quarterly Report
<input type="checkbox"/> LDWI Planning Council Meeting Agenda and Minutes (Signed)	<input type="checkbox"/> LDWI Planning Council Meeting Agenda and Minutes (Signed)
<input type="checkbox"/> Planning Council Meeting Sign In Sheet(s)	<input type="checkbox"/> Planning Council Meeting Sign In Sheet(s)
<input type="checkbox"/> Page of Highlights/Issues (Accomplishments and problems in bulleted or narrative format. Include solutions to any problems)	<input type="checkbox"/> Page of Highlights/Issues
<input type="checkbox"/> Evaluator Status/Final Report(s)	<input type="checkbox"/> Evaluator Status/Final Report(s)
<input type="checkbox"/> Report of funding and in-kind support to DWI Drug Courts	<input type="checkbox"/> Report of funding and in-kind support to DWI Drug Courts
<input type="checkbox"/> Prevention Program Sign Off by CPS for programs that have another county program overseeing their prevention component.	<input type="checkbox"/> Prevention Program Sign Off by CPS for programs that have another county program overseeing their prevention component.
To be submitted in 1 st Quarter of each fiscal year: <input type="checkbox"/> Local DWI Planning Council By-Laws (Signed) <input type="checkbox"/> Screening Protocol <input type="checkbox"/> Treatment Protocol <input type="checkbox"/> Compliance Monitoring Protocol	To be submitted in 1 st Quarter of each fiscal year: <input type="checkbox"/> Local DWI Planning Council By-Laws (Signed) <input type="checkbox"/> Screening Protocol <input type="checkbox"/> Treatment Protocol <input type="checkbox"/> Compliance Monitoring Protocol

Under penalty of law, I hereby certify that all payments made from LDWI grant and distribution monies were verified and accounted for by locally implemented policies and controls; no "individually identifiable health information" as defined by the HIPAA Regulations has been included in the report; and that to the best of my knowledge and belief, the information contained in this report is correct and true and that no other funding source is reimbursing these specific expenditures.

Grantee Representative

County/City Official

Date

Date

I certify that I have reviewed all attached items/documents submitted and that all necessary information/forms are included and are accurate.

LDWI Program Manager

Date

**Local DWI Grant Fund
Revenue/Expenditure Summary**

Applicant/Grantee

Quay County

Project No.: 17-D-J-G-21

Total Grant Funds
\$1,500.00

REVENUES BY SOURCE	EXPENDITURE BY CATEGORY	Grant Expenditures	In-Kind/Match Local Funds	TOTAL Budget
	ADMINISTRATIVE			
Local DWI Program Grant	Personnel Services		150.00	150.00
Program Generated Fees	Employee Benefits			0.00
	Travel			0.00
Local Match (Cash or In-Kind)	Contractual Services			0.00
County	Operating Expenses			0.00
	PROGRAM			
Other (list):	Personnel Services	557.00		557.00
	Employee Benefits	254.00		254.00
	Travel (In-State)			0.00
	Travel (Out-of-State)			0.00
	Supplies			0.00
	Operating Costs	689.00		689.00
	Contractual Services			0.00
	Minor Equipment			0.00
	Capital Outlay*			0.00
TOTAL REVENUES	TOTAL EXPENDITURES	1,500.00	150.00	1,650.00

(*) Capital Outlay cannot exceed 10%
10% = 150.00

Grant Expenditures:

Prevention Enforcement Screening	
Domestic Violence Treatment: Outpatient/Jailbased	
Compliance Monitoring/Tracking Coordination, Planning & Evaluation	
Alternative Sentencing	
Totals:	<u>1,500.00</u>
	ck 1,500.00

In-Kind/Match Expenditures:

Prevention Enforcement Screening	
Domestic Violence Treatment: Outpatient/Jailbased	
Compliance Monitoring/Tracking Coordination, Planning & Evaluation	
Alternative Sentencing	
Totals:	<u>150.00</u>
	ck 150.00

Tot. Bud. Expd: 1,650.00 ck

Exhibit C (1)

LOCAL DWI GRANT PROGRAM
Request For Payment/Financial Status Report

Quay County P.O. Box 1246 Tucumcari, N.M. 88401 (575) 461-2112 17-D-J-G-21
--

EXHIBIT C(1) 1,650.00

LOCAL DWI GRANT PROGRAM
Request For Payment/Financial Status Report

I. A. Grantee: Quay County
B. Address: P.O. Box 1246
 Tucuman, N.M. 88401
C. Telephone No.: (575) 461-2112
D. Grant No.: 17-D-J-G-21

Payment Request No.: 1
ii. Payment Commitment:
 A. Grant Award: \$1,500.00
 B. Funds Received To Date: \$0.00
 C. Amount Requested This Payment: \$0.00
 D. Grant Balance: \$1,500.00

III. Report Period Ending: 30-Sep-16

Budget Categories	Approved Budget			Expenditures Year to Date			Expenditures This Request		
	Grant Funds	In/Kind Match	Total Budget	Grant Funds	In/Kind Match	Total Budget	Grant Funds	In/Kind Match	Total Expenditures
ADMINISTRATIVE*									
Personnel Services	150.00	0.00	150.00	0.00	0.00	0.00	0.00	0.00	0.00
Employee Benefits	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Travel	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Contractual Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Operating Expenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PROGRAM									
Personnel Services	557.00	0.00	557.00	0.00	0.00	0.00	0.00	0.00	0.00
Employee Benefits	254.00	0.00	254.00	0.00	0.00	0.00	0.00	0.00	0.00
Travel (In-State)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Travel (Out-of-State)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Supplies	689.00	0.00	689.00	0.00	0.00	0.00	0.00	0.00	0.00
Operating Costs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Contractual Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Minor Equipment	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	1,600.00	180.00	1,660.00	0.00	0.00	0.00	0.00	0.00	0.00

IV. CERTIFICATION: Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct, expenditures are properly documented, required/matching funds have been spent/obligated in the reported amount, and the copies of all required documentation are attached, or on file for review. The documentation for this payment is true and reflects correct copies of the originals. All payment requests listed are not funded by any other funding source. The service provider shall not bill the grantee and another funding source for the same client at the same time.

Tax ID No. _____

Grantee Fiscal Officer _____ Date _____
 Grantee Representative _____ Date _____
 Division Fiscal Officer _____ Date _____
 Division Project Representative _____ Date _____

LOCAL DWI GRANT PROGRAM

Request for Payment/Financial Status Report

Breakdown By Program Component Expenditures D(1)

Grantee: Quay County
 Project No.: 17-D-J-G-21
 Request No.: 1

Total Grant Funds Requested This Request: 0.00
 Total Matching Funds Reported This Request: 0.00
 Total Expenditures Reported This Request: 0.00

Grant Expenditures:

	Budget	This Request	YTD
Prevention	1,500.00		0.00
Enforcement			0.00
Screening			0.00
Domestic Violence			0.00
Treatment: Outpatient/Jailbased			0.00
Compliance Monitoring/Tracking			0.00
Coordination, Planning & Evaluation			0.00
Alternative Sentencing			0.00
Totals:	1,500.00	0.00	0.00

In-Kind/Match Expenditures:

	Budget	This Request	YTD
Prevention	150.00		0.00
Enforcement	0.00		0.00
Screening	0.00		0.00
Domestic Violence	0.00		0.00
Treatment: Outpatient/Jailbased	0.00		0.00
Compliance Monitoring/Tracking	0.00		0.00
Coordination, Planning & Evaluation	0.00		0.00
Alternative Sentencing	0.00		0.00
Totals:	150.00	0.00	0.00

Total Expenditures This Reimbursement: 0.00 Check 0.00
 Total Expenditures Year to Date: 0.00

I hereby certify to the best of my knowledge and belief, the above information is correct, expenditures are properly documented, required/matching funds have been spent/obligated in the reported amount, and the copies of all required documentation are attached, or on file for review. The documentation for this payment is true and reflects correct copies of the originals. All payment requests listed are not funded by any other funding source. The service provider shall not bill the grantee and another funding source for the same client at the same time.

Name _____

Title _____

Date _____

EXHIBIT E
Fees Collected Summary

Grantee:	
Address:	

Component	FY17 Beginning Balance (From FY16 Ending Balance)	Q1		
		Dollar Amt Collected in Fees	Dollar Amt of Fees Spent for DWI	Quarter Ending Balance
Prevention				\$ -
Enforcement				\$ -
Screening				\$ -
Domestic Violence				\$ -
Treatment				\$ -
Compliance Monitoring/Tracking				\$ -
Coordination, Planning & Evaluation				\$ -
Alternative Sentencing				\$ -
Totals	\$ -	\$ -	\$ -	\$ -

Component	Q1 Ending Balance	Q2		
		Dollar Amt Collected in Fees	Dollar Amt of Fees Spent for DWI	Quarter Ending Balance
Prevention	\$ -			\$ -
Enforcement	\$ -			\$ -
Screening	\$ -			\$ -
Domestic Violence	\$ -			\$ -
Treatment	\$ -			\$ -
Compliance Monitoring/Tracking	\$ -			\$ -
Coordination, Planning & Evaluation	\$ -			\$ -
Alternative Sentencing	\$ -			\$ -
Totals	\$ -	\$ -	\$ -	\$ -

Component	Q2 Ending Balance	Q3		
		Dollar Amt Collected in Fees	Dollar Amt of Fees Spent for DWI	Quarter Ending Balance
Prevention	\$ -			\$ -
Enforcement	\$ -			\$ -
Screening	\$ -			\$ -
Domestic Violence	\$ -			\$ -
Treatment	\$ -			\$ -
Compliance Monitoring/Tracking	\$ -			\$ -
Coordination, Planning & Evaluation	\$ -			\$ -
Alternative Sentencing	\$ -			\$ -
Totals	\$ -	\$ -	\$ -	\$ -

Component	Q3 Ending Balance	Q4		
		Dollar Amt Collected in Fees	Dollar Amt of Fees Spent for DWI	Quarter Ending Balance

Prevention	\$ -			\$ -
Enforcement	\$ -			\$ -
Screening	\$ -			\$ -
Domestic Violence	\$ -			\$ -
Treatment	\$ -			\$ -
Compliance Monitoring/Tracking	\$ -			\$ -
Coordination, Planning & Evaluation	\$ -			\$ -
Alternative Sentencing	\$ -			\$ -
Totals	\$ -	\$ -	\$ -	\$ -

Component	FY17 Beginning Balance (From FY16 Ending Balance)	Total Fee Summary and In-Kind		
		Dollar Amt Collected in Fees	Dollar Amt of Fees Spent for DWI	Fiscal Year Fee Ending Balance
Prevention	\$ -	\$ -	\$ -	\$ -
Enforcement	\$ -	\$ -	\$ -	\$ -
Screening	\$ -	\$ -	\$ -	\$ -
Domestic Violence	\$ -	\$ -	\$ -	\$ -
Treatment	\$ -	\$ -	\$ -	\$ -
Compliance Monitoring/Tracking	\$ -	\$ -	\$ -	\$ -
Coordination, Planning & Evaluation	\$ -	\$ -	\$ -	\$ -
Alternative Sentencing	\$ -	\$ -	\$ -	\$ -
Totals	\$ -	\$ -	\$ -	\$ -

CERTIFICATION: Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct, all fees collected are reported here and fees are properly deposited within 24 hours of receipt into the Local DWI Grant and Distribution Program fund. All backup documentation for this report is attached here or on file for review. I certify adequate internal fiscal controls are in place to provide proper fiscal reporting, oversight of records and management of funds.

Grantee Fiscal Officer

Date

Grantee Representative

Exhibit G

Detailed Breakdown By Budget Category

LOCAL DWI GRANT PROGRAM

Grantee: _____
 Project No.: _____
 Request No.: _____

Total Grant Funds Requested This Request: _____ **0.00**
 Total Matching Funds Reported This Request: _____ **0.00**
 Total Expenditures Reported This Request: _____ **0.00**

Grant or Distribution Expenditures:

ADMINISTRATIVE

Administrative expenses are not allowed.

PROGRAM

Personnel Services

<u>Pay Period</u>	<u>Name</u>	<u>Job title</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>

Total Personnel Services:				_____	0.00

Employee Benefits

<u>Pay Period</u>	<u>Name</u>	<u>Job title</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>

Total Employee Benefits:				_____	0.00

Travel (In-State)

<u>Date of Travel/Location</u>	<u>Purpose of Travel</u>	<u>Check Date</u>	<u>Name</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>

Total Travel (In-State):					_____	0.00

Travel (Out-of-State)

<u>Date of Travel/Location</u>	<u>Purpose of Travel</u>	<u>Check Date</u>	<u>Name</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>

Total Travel (Out-of-State):					_____	0.00

Supplies (*Please list Prevention Giveaways/Promotional Items separately below)

<u>Date of Order</u>	<u>Check Date</u>	<u>Vendor/Item</u>	<u>Description</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>

Total Supplies:					_____	0.00

*Prevention Giveaways/Promotional Items

Operating Costs

<u>Period Covered</u>	<u>Check Date</u>	<u>Vendor/Item</u>	<u>Description</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>

Total Operating Costs: 0.00

Contractual Services

<u>Period Covered</u>	<u>Check Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
-----------------------	-------------------	---------------	--------------------	---------------------	---------------	--------------------

Total Contractual Services: 0.00

Minor Equipment

<u>Date of Order</u>	<u>Check Date</u>	<u>Vendor/Item</u>	<u>Description</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
----------------------	-------------------	--------------------	--------------------	---------------------	---------------	--------------------

Total Minor Equipment: 0.00

Capital Outlay

<u>Date of Order</u>	<u>Check Date</u>	<u>Vendor/Item</u>	<u>Description</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
----------------------	-------------------	--------------------	--------------------	---------------------	---------------	--------------------

Total Capital Outlay: 0.00

Total Grant Fund Reimbursement Request: 0.00

Check: 0.00

I hereby certify to the best of my knowledge and belief, the above information is correct, expenditures are properly documented, required / matching funds have been spent / obligated in the reported amount, and that copies of all required documentation are attached or on file for review. The documentation for this payment is true and reflects correct copies of the originals. I certify that the items listed in this report have not been billed or reported previously to the Local DWI Grant & Distribution program. I certify that all payment requests listed are not funded by any other funding source and that the service provider shall not bill this grant/distribution fund and any other funding source for the same service provided to the same client at the same time.

_____ Name	_____ Title	_____ Date
---------------	----------------	---------------

Exhibit G

Detailed Breakdown By Budget Category

LOCAL DWI GRANT PROGRAM

Grantee: 0
 Project No.: 0
 Request No.: 0

Total Grant Funds Requested This Request: 0.00
 Total Matching Funds Reported This Request: 0.00
 Total Expenditures Reported This Request: 0.00

In-Kind/Match Expenditures:

ADMINISTRATIVE expenses are allowed for in-Kind Match only.

Personnel Services

<u>Pay Period</u>	<u>Name</u>	<u>Job Title</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
Total Personnel Services:				0.00	

Employee Benefits

<u>Pay Period</u>	<u>Name</u>	<u>Job Title</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
Total Employee Benefits:				0.00	

Travel

<u>Date of Travel/Location</u>	<u>Purpose of Travel</u>	<u>Check Date</u>	<u>Name</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
Total Travel:						0.00

Contractual Services

<u>Period Covered</u>	<u>Check Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
Total Contractual Services:						0.00

Operating Costs

<u>Period Covered</u>	<u>Check Date</u>	<u>Vendor/Item</u>	<u>Description</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
Total Operating Costs:						0.00

PROGRAM

Personnel Services

<u>Pay Period</u>	<u>Name</u>	<u>Job Title</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
Total Personnel Services:				0.00	

Employee Benefits

<u>Pay Period</u>	<u>Name</u>	<u>Job Title</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
Total Employee Benefits:				0.00	

Travel (In-State)

<u>Date of Travel/Location</u>	<u>Purpose of Travel</u>	<u>Check Date</u>	<u>Name</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>

Cheryl Simpson

From: Roberts, LeeAnn, DOH <LeeAnn.Roberts@state.nm.us>
Sent: Tuesday, June 07, 2016 9:34 AM
To: Cheryl Simpson; Lee, Deborah
Subject: FW: Quay-RPHCA FY17 Award Letter and Contract Documents - TIME SENSITIVE
Attachments: FY17 MOA Quay County.doc; FY17 RPHCA ContractCertification.doc; CampaignContributionDisclosureForm.doc; Quay County Award Letter FY17.docx

Importance: High

FYI

LeeAnn Roberts, Program Manager

*RPHCA (Rural Primary Health Care Act)
Office of Primary Care & Rural Health
505-383-0123*

From: Roberts, LeeAnn, DOH
Sent: Tuesday, June 07, 2016 9:33 AM
To: Richard Primrose
Cc: Molina, Julie, DOH
Subject: Quay-RPHCA FY17 Award Letter and Contract Documents - TIME SENSITIVE
Importance: High

The New Mexico Department of Health has completed the review of RPHCA funding for FY17. Attached is your **RPHCA Award Letter for FY17**.

Also attached are the documents needed to proceed with FY17 contracting.

- **FY17 Memorandum of Agreement (MOA)** – To ensure there is no break in service, we must have **FOUR complete signed original contracts**, with **each page** initialed (bottom right corner box), returned to us ASAP.
- **Contract Certification** form – Please sign and date on the yellow highlighted signature line (Contractor Signature & Date). Return one original.
- **Campaign Contribution** form – Please sign and date. Return one original of the 3 page document.

We need to receive the completed documents ASAP. Please use overnight delivery (if available).

Please deliver to:

LeeAnn Roberts, RPHCA Program Manager
Health Systems Bureau, Office of Primary Care & Rural Health
300 San Mateo Blvd NE, Suite 900
Albuquerque, NM 87108

Thank you for your prompt attention to this matter. Feel free to contact me if you have any questions or concerns.

The last few months have been a roller coaster of activity for the RPHCA Program. Hope you are all enjoying a beautiful Spring/Summer in New Mexico!

LeeAnn Roberts

RPHCA Program Manager

Office of Primary Care & Rural Health

(505) 383-0123

June 7th, 2016

Mr. Richard Primrose, Quay County Manager
Quay County Government
P.O. Box 1246
Tucumcari, NM 88401

Re: FY17 Rural Primary Health Care Act (RPHCA) Funding

Dear Mr. Primrose,

The NM Department of Health, Office of Primary Care and Rural Health has encountered budget realignments for FY16 and FY17. We were able to prevent a reduction in your FY16 award, but unfortunately could not repeat that action for FY17. Due to these budget realignments, your RPHCA base funding for FY17 will be **\$122,300**.

If you have questions please contact me at 505-383-0123 or email me at LeeAnn.Roberts@state.nm.us.

Sincerely,



LeeAnn Roberts
RPHCA Program Manager
Office of Primary Care and Rural Health

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 health care services in underserved areas of New Mexico.

2. SCOPE OF WORK

The Entity shall perform the following work:

- A. Ensure the provision of primary care services in underserved areas of the state.
- B. 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.
- C. Provide to PHD by the third (3rd) 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 (3rd) 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 DOH as a funding source in its facility. Post notice of the funding source in a conspicuous location in the patient waiting area. The DOH 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 (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:
- 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

Deliverables	FY17
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 \$9,500.00.	\$9,500.00
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 \$8,700.00 not to exceed a total of \$104,400.00.	\$104,400.00
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 \$8,400.00.	\$8,400.00
TOTAL BUDGET	\$122,300.00

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 FY2017 budget shall not exceed a total of **\$122,300.00**.

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 \$122,300.00. 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 (AMOUNT) (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 DOH 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. **SUSPENSION AND DEBARMENT**

Not Applicable.

9. 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.

10. 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.

11. 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.

12. PERIOD OF AGREEMENT

This Agreement shall be effective upon approval of both parties, whichever is later and shall terminate on **June 30, 2017** or as stated in **ARTICLE 10, 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 Mark*

Date: _____

Date: 6/10/16

CERTIFIED FOR LEGAL SUFFICIENCY:

By: _____
Department of Health
Assistant General Counsel

By: _____

Date: _____

Date: _____

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: Franklin McCasland
(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) _____

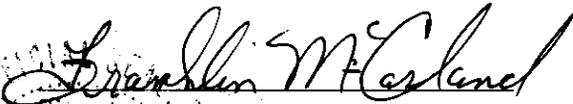
(Attach extra pages if necessary)

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

June 10, 2016
Date

Commission Chair

Title (Position)



CERTIFICATION OF CANVASS RESULTS

We, the undersigned Board of County Commissioners acting as the Board of Canvassers of Quay County, State of New Mexico, canvass the Primary Election held in said county, June 7, 2016, certify that the canvass results text file sent to the office of secretary of state is a correct canvass of returns of said election.

WITNESS the Honorable Board of County Commissioners, June 10, 2016
Date

ATTEST:

Veronica Nares
Clerk

Franklin McLeod
Member
Chair

Chairman

Joe Howell
Member

Mike Chung
Member

Member

Member

SEAL

Quay County
Democratic Party

Canvass of Returns of Primary Election
Held on June 7, 2016 - State of New Mexico
Summary Bucket Report

	Early - Machine	Early - Hand	Early Provisional - Machine	Early Provisional - Hand	Early Voting In Lieu of Absentee - Machine	Early Voting In Lieu of Absentee - Hand	Absentee - Machine	Absentee - Hand	In Lieu of Absentee - Machine	In Lieu of Absentee - Hand	Federal Overseas - Machine	Federal Overseas - Hand	Absentee FWAB	Election Day - Machine	Election Day - Hand	Election Day Provisional - Machine	Election Day Provisional - Hand	Election Day In Lieu of Absentee - Machine	Total
DOYLE W FRASIER County Clerk	44	0	0	0	0	0	11	0	0	0	0	0	0	78	0	0	0	0	133
ELLEN L WHITE County Treasurer	327	0	0	0	0	0	54	0	0	0	0	0	0	508	0	0	1	0	890
ANDREW M ANGEL	285	0	0	0	0	0	53	0	0	0	0	0	0	468	0	0	1	0	807

Quay County
Republican Party

Canvass of Returns of Primary Election
Held on June 7, 2016 - State of New Mexico
Summary Bucket Report

	Early - Machine	Early - Hand	Early Provisional - Machine	Early Provisional - Hand	Early Voting In Lieu of Absentee - Machine	Early Voting In Lieu of Absentee - Hand	Absentee - Machine	Absentee - Hand	Absentee Provisional - Machine	Absentee Provisional - Hand	In Lieu of Absentee - Machine	In Lieu of Absentee - Hand	Federal Overseas - Machine	Federal Overseas - Hand	Absentee FWAB	Election Day - Machine	Election Day - Hand	Election Day Provisional - Machine	Election Day Provisional - Hand	Election Day In Lieu of Absentee - Machine	Total	
DONALD C SCHUTTE	176	0	0	0	0	0	13	0	0	0	0	0	0	0	0	265	0	0	2	0	0	456
County Commissioner - District 2																						
MICHEAL W CHERRY	263	0	0	0	0	0	24	0	0	0	0	0	0	0	0	479	0	0	3	0	0	769
County Treasurer																						
PATSY R GRESHAM	239	0	0	0	0	0	24	0	0	0	0	0	0	0	0	475	0	0	3	0	0	741