



QUAY COUNTY GOVERNMENT
300 South Third Street
P.O. Box 1246
Tucumcari, NM 88401
Phone: (575) 461-2112
Fax: (575) 461-6208

AGENDA
REGULAR SESSION
QUAY COUNTY BOARD OF COMMISSIONERS
MAY 25, 2018

9:00 A.M. Call Meeting to Order

Pledge of Allegiance

Approval of Minutes-Regular Session May 14, 2018

Approval/Amendment of Agenda

Public Comment

Ongoing Business

New Business

- I. **Andrea Shafer, Quay County DWI Coordinator Administrator**
 - Request Approval of DWI Grant Agreement
- II. **Warren Frost, Quay County Gaming Authority**
 - Horse Racing License Update
- III. **Larry Moore, Quay County Road Superintendent**
 - Road Update
- IV. **Cheryl Simpson, Quay County Finance Director**
 - Request Approval of FY19 RPHCA Memorandum of Agreement
 - Request Approval of FY2018-2019 Preliminary Budget
- V. **Richard Primrose, Quay County Manager**
 - Request Approval of the FY 2018-2019 Resolution No. 32 - Quay County Personnel Policy
 - Correspondence
- VI. **Indigent Claims Board**
 - Call Meeting to Order
 - Request Approval of Indigent Minutes for the April 23, 2018 Meeting
 - No May Claims
 - Adjourn



DOC #CM-00442
06/08/2018 02:15 PM Doc Type: COCOM
Fee: (No FieldTag Finance Total Fees found)
Quay County, NM Ellen White - County Clerk, County Cler



Pages: 39

- VII. Request Approval of Accounts Payable**
- VIII. Other Quay County Business That May Arise During the Commission Meeting and/or Comments from the Commissioners**
- IX. 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**
- X. Franklin McCasland, Quay County Commission Chairman**
Proposed action, if any, from Executive Session

Adjourn

Lunch-Time and Location to be Announced

REGULAR SESSION-BOARD OF QUAY COUNTY COMMISSIONERS

May 25, 2018

9:00 A.M.

BE IT REMEMBERED THE HONORABLE BOARD OF QUAY COUNTY COMMISSIONERS met in regular session the 25th day of May, 2018 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, County Clerk
Richard Primrose, County Manager

OTHERS PRESENT:

Larry Moore, Quay County Road Superintendent
Vic Baum, Quay County Assessor
Daniel Zamora, Quay County Emergency Management Coordinator
Cheryl Simpson, Quay County Manager's Office
Patrick Vanderpool, Tucumcari Economic Development Director
Warren Frost, representing Coronado Partners and Tucumcari EDC regarding the Horse Racing License Update
Andrea Shafer, Quay County DWI Coordinator
Thomas Garcia, Quay County Sun

Chairman Franklin McCasland called the meeting to order. Andrea Shafer led the Pledge of Allegiance.

A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to approve the minutes from the May 14, 2018 regular session as presented. MOTION carried with Cherry voting "aye", Dowell voting "aye" and McCasland voting "aye"

A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to amend the agenda as to Warren Frost's agenda title description. Noting, Quay County Gaming Authority is no longer an entity and requesting it be amended to Coronado Partners. MOTION carried with Cherry voting "aye", Dowell voting "aye" and McCasland voting "aye".

PUBLIC COMMENTS: NONE

ONGOING BUSINESS: NONE

NEW BUSINESS:

Andrea Shafer, Quay County DWI Coordinator requested approval of the DWI Grant Agreement #19-D-G-21 between Quay County and NM Department of Finance in the amount of \$10,000.00. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve the Agreement. MOTION carried with Cherry voting "aye", Dowell voting "aye" and McCasland voting "aye". A copy is attached to these minutes.

Warren Frost presented information regarding the Horse Racing License update for New Mexico. Frost noted the following items of importance regarding the application being submitted by Coronado Partners, LLC in an effort to secure the license in Tukumcari.

- Applications are being accepted through July 30, 2018.
- Coronado Partners, LLC and the original Horsemen, Architects, and local investors are still in place.
- Tom Krumland of Roswell, NM has been named the lead investor and shareholder in this business venture. Krumland owns several car dealerships in Eastern New Mexico.
- Clovis, NM is the only known competition for Tukumcari, at this time and is being pursued by a joint effort of two different Indian Tribes from New Mexico and Oklahoma.
- A vast number of Curry County residents are opposing Clovis being awarded the license.
- Quay County, the City of Tukumcari and Villages of Logan and San Jon are still vested partners in this venture.
- The original plan secured 260 acres of land east of the old Kmart building. That has been increased to 330 acres which will allow for additional access off Mountain Road.
- The owners of the old Kmart building have been contacted with regard to leasing the building to Coronado Partners for a temporary casino to begin generating revenue if the license is awarded to Coronado Partners.
- The total number of jobs will be in the neighborhood of 400 with an increase of about 150 during racing season.
- Future public meetings will be held in Quay County and Frost will be seeking the community's enthusiastic support. First meetings should be held in August.

Commissioner Dowell said she has seen comments from people about drawing in people from the I-40 traffic and wants to urge Frost not to forget to include US Hwy 54 in the statistics of traffic counts. Frost stated the "Innovation Group" has been hired to do a traffic count and study of a 150-mile radius of Tukumcari. In addition, the group will factor in over-night stays in that radius and other revenue that will be generated. As well, the "Arrowhead Center" from NMSU is updating their report to show how the race track will create other revenue and economic benefits in different markets to Tukumcari and Quay County.

Dowell stated there was a group of students from UNM who conducted a fact-finding study regarding potential use of the old truck terminal. They pinpointed all of the assets of Tukumcari and our area indicating Tukumcari should be the hub for northeastern New Mexico. Dowell stated perhaps they have some statistics that could be beneficial at this time.

Patrick Vanderpool, Tukumcari Economic Development Director said those were Graduate Students from UNM and their projects are actually complete as of today. Vanderpool stated he would get Frost the contact information so that data could be used.

Chairman McCasland, along with the other Commissioners thanked Frost for the information and said they would be anxious to attend the public meetings

Larry Moore, Quay County Road Superintendent reported the following:

1. Reclaiming on Route 66 has begun with the new millings. So far, they are holding up well from the recent rains.
2. Culverts have been installed on Quay Road K and it has been widened in preparation for millings.
3. The roller is still not working properly. Additional parts and a mechanic from Clovis should be here next week.
4. The new fuel truck should arrive in Albuquerque around June 5th and be ready for pickup on the 11th of June.
5. The axles on both CAT trucks have been repaired.
6. Crews have been doing some blading following the recent rain.
7. Moore flew to Utah for a training and viewing of the LithTec Product to be used on Quay Road AI.

Cheryl Simpson, Quay County Finance Director presented the following items for approval:

1. Memorandum of Agreement between NM Department of Health and Quay County Government for RPHCA funding to benefit the Quay County Family Health Clinic.

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

2. Presented the 2018-2019 FY Preliminary Budgets for Quay County.

Commissioner Dowell stated the following items of concern:

- Starting salaries for the Quay County Detention Center new employees not being increased to a higher rate.
- Continuation of subsidizing the Greater Tucumcari Economic Development \$50,000.00.
- Increased salaries for elected officials at 85% of the allowable State approved rate.

A MOTION was made by Mike Cherry, SECONDED by Chairman McCasland to approve the 2018-2019 FY Preliminary Budgets. MOTION carried with Cherry voting "aye", McCasland voting "aye" and Dowell voting "nay".

Richard Primrose, County Manager, presented the following item for approval:

1. Resolution No. 32; Revised Quay County Personnel Policy.

Commissioner Dowell noted numerous items that were changed and deleted during previous work sessions had not been corrected in the Policy to be approve with Resolution No. 32. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to table action on this item. MOTION carried with

Dowell voting "aye", Cherry voting "aye" and McCasland voting "aye". Dowell provided Primrose with her working copies from previous work sessions to make corrections.

Primrose presented the following correspondence:

1. Provided a current copy of the May, 2018 Gross Receipts Tax Report.
2. Distributed a copy of the 2017 NMAC Payroll Audit. Primrose noted that due to the diligence of Brenda Griego and Cheryl Simpson, there were no findings. The Commissioners thanked both Simpson and Griego for their hard work and dedication.
3. The Courthouse will be closed Monday, May 28 in honor of Memorial Day.
4. The Ute Water Commission will hold a meeting in Grady on May 31.
5. Quay County has received a preliminary designation as an "Opportunity Zoned Location". With final approval, this could provide for new businesses to receive tax credits based on their location within this zoned area. Daniel Zamora worked with Pat Vanderpool in a joint effort on this project. Zamora stated he would provide public information when the final approval has been received.

Chairman McCasland called the Indigent Claims Board meeting to order. Time noted 10:00 a.m.

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

Return to regular session. 10:05 a.m.

ACCOUNTS PAYABLE:

A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve the expenditures included in the Accounts Payable Report ending May 22, 2018. MOTION carried with Dowell voting "aye", Cherry voting "aye" and McCasland voting "aye".

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

Chairman McCasland called for a break. Time noted 10:07 a.m.

Return to regular session. Time noted 10:15 a.m.

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 10:16 a.m.

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

Return to regular session. Time noted 10:30 a.m.


A MOTION was made by Mike Cherry, SECONDED by Chairman McCasland stating only Threatened or Pending Litigation was discussed during Executive Session. MOTION carried with Cherry voting "aye", McCasland voting "aye" and Dowell voting "aye".

NO ACTION WAS TAKEN FOLLOWING EXECUTIVE SESSION.

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 10:35 a.m.

Respectfully submitted by Ellen White, County Clerk.

BOARD OF QUAY COUNTY COMMISSIONERS



Franklin McCasland
Franklin McCasland

Sue Dowell
Sue Dowell

Mike Cherry
Mike Cherry

ATTEST:

Ellen L. White
Ellen L. White, County Clerk

SUSANA MARTINEZ
GOVERNOR



DUFFY RODRIGUEZ
CABINET SECRETARY

RICK LOPEZ
DIRECTOR

JOLENE SLOWEN
DEPUTY DIRECTOR

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION
Bataan Memorial Building ♦ 407 Galisteo St. ♦ Suite 202 ♦ Santa Fe, NM 87501
PHONE (505) 827-4950 ♦ FAX (505) 827-4948

May 18, 2018

The Honorable Commissioner Franklin McCasland
County Commission Chair
P.O. Box 1246
Tucumcari, NM 88401

Dear Commissioner McCasland:

Enclosed are two DWI Grant Agreements for the project #19-D-G-21 for your review and approval. **Please note that original signatures and notarization are required on page 9 of both copies of the Agreement.** After signature and notarization, please return both original copies of the Agreement to us for execution. We will send one fully executed copy of the Agreement for your files.

Reimbursement requests for expenditures made prior to the full execution of the DWI Grant Agreement will not be accepted.

If you have any questions or require additional information, please feel free to contact Malia Melhoff, DWI Program Manager of my staff at (505) 827-4947.

Sincerely,

A handwritten signature in black ink, appearing to read "Rick Lopez".

Rick Lopez, Director
Local Government Division

xc: Andrea Shafer, DWI Coordinator
File

Enclosures

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

DWI GRANT AGREEMENT
Project No. 19-D-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 24, 2018, the DWI Grant Council awarded the Grantee **\$10,000.00** 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, 2018 through June 30, 2019.
- B. In the General Appropriation Act of 2018, Section 3. General Provisions C. states, "Amounts set out in Section 4 of the General Appropriation Act of 2018, or so much as may be necessary, are appropriated from the indicated source for expenditure in the fiscal year 2019 for the objects expressed". Per the "Act", any unexpended funds at the end of a fiscal year, revert to the Local DWI Grant Fund.

ARTICLE III - REPORTS

A. Evaluation

1. The Grantee agrees to systematically collect, analyze and use data to examine programs, initiatives and policies by looking at both the process and the outcomes to assess their effectiveness. The Grantee agrees to review and update the existing evaluation plan periodically throughout the fiscal year.
2. The Grantee agrees that data entered into the DWI Screening Program which includes the Managerial Data Set (MDS) Database, is complete and accurate to allow the Department of Finance and Administration's (DFA) designated evaluation contractor to develop and implement an evaluation system and/or to provide relevant reports derived from the available data.
3. 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 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").

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 which includes expenditure back-up documentation, a summary of any fees collected and/or expended, the DWI Screening Program Quarterly Report, the MDS 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, 2018**.
2. Grantee assures that Progress Reports submitted to the Division will not contain any "individually identifiable health information" as defined by the by the HIPAA Regulations.
3. One copy of the corresponding quarterly Progress Report shall be submitted to the Division no later than **October 31, 2018, January 31, 2019, and April 30, 2019** for review and comment.

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.
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 10, 2019.

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, including the demographic profile of the DWI offender and the MDS data reports for the entire term of the Grant Agreement, highlights for the period, and other information requested by the Division, in the format provided by the Division.
2. The Annual Report shall be submitted no later than July 31, 2019.

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 Ten Thousand Dollars and No Cents (\$10,000.00). 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)"; and Detailed Breakdown By Budget Category Form, including any Fees Collected, 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 six (6) 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: Andrea Shafer
Title: Coordinator
Address: 113 E. Main Street
Tucumcari, NM 88401

Phone: (575) 461-6096
Email: andrea.shafer@quaycounty-nm.gov

- 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: Malia Melhoff
Title: DWI Program Manager
Address: Department of Finance and Administration
Local Government Division
Bataan Memorial Building, Suite 203
Santa Fe, NM 87501

Phone: (505) 827-4947
Email: MaliaM.Melhoff@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 Thousand Dollars and No Cents (\$1,000.00) (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 by July 31, 2018**, 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 by July 31, 2018**, 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 by July 31, 2018**, 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 by July 31, 2018**.
- G. The Grantee shall enter screening and tracking data online in the DWI Screening Program. 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. 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 5/25/18
Authorized Signatory Date

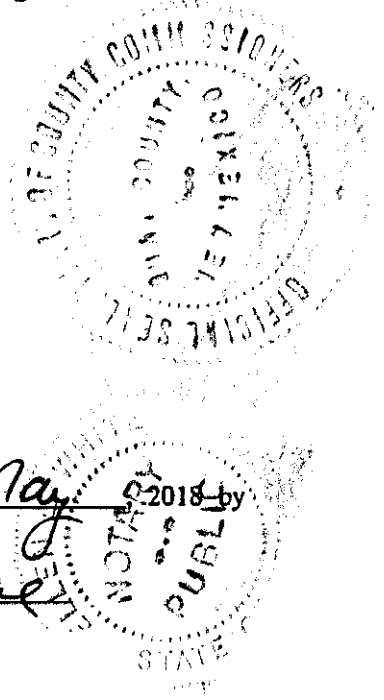
Franklin McCasland
(Type or Print Name)

STATE OF NEW MEXICO)
COUNTY OF QUAY) ss.

The foregoing instrument was acknowledged before me this 25 day of May, 2018 by Franklin McCasland

Ellen Lubitz
Notary Public

My Commission Expires: 3-21-19



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 _____, 2018 by _____

Notary Public

My Commission Expires: _____

EXHIBIT "A"

PROJECT DESCRIPTION

Name of Grantee: County of QUAY

Grant No.: 19-D-G-21

Grant Amount: \$10,000.00

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.

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).

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

Applicant/Grantee
Quay County

Project No.: 19-D-G-21

Total Grant Funds
\$10,000.00

REVENUES BY SOURCE	EXPENDITURE BY CATEGORY	Grant Expenditures	In-Kind/Match Local Funds	TOTAL Budget
	ADMINISTRATIVE			
Local DWI Program Grant	Personnel Services			0.00
	Employee Benefits			0.00
	Travel			0.00
Local Match (Cash or In-Kind)	Contractual Services			0.00
Program Generated Fees	Operating Expenses			0.00
County				
City				
Judicial/Courts	PROGRAM	6,860.00	1,000.00	7,860.00
Other (list):	Personnel Services	3,140.00		3,140.00
	Employee Benefits			
	Travel (In-State)			
	Travel (Out-of-State)			
	Supplies			
	Operating Costs			
	Contractual Services			
	Minor Equipment			
	Capital Outlay*			
TOTAL REVENUES	TOTAL EXPENDITURES	10,000.00	1,000.00	11,000.00

(*) Capital Outlay cannot exceed 10%
10% = 1,000.00

LOCAL DWI GRANT PROGRAM
Request For Payment/Financial Status Report

Grant Expenditures:

	Budget
Prevention	10,000.00
Enforcement	
Screening	
Domestic Violence	
Treatment: Outpatient/Jailbased	
Compliance Monitoring/Tracking	
Coordination, Planning & Evaluation	
Alternative Sentencing	
Totals:	10,000.00

ck

Quey County
P.O. Box 1246
Tucumcari, NM 88401
(575) 461-2112
19-D-G-21

In-Kind/Match Expenditures:

	Budget
Prevention	1,000.00
Enforcement	
Screening	
Domestic Violence	
Treatment: Outpatient/Jailbased	
Compliance Monitoring/Tracking	
Coordination, Planning & Evaluation	
Alternative Sentencing	
Totals:	1,000.00

ck

EXHIBIT C(1)
Tot. Bud. Expd: 11,000.00 ck

LOCAL DWI GRANT PROGRAM
Request For Payment/Financial Status Report

Exhibit D

I. A. Grantee: Quay County B. Address: P.O. Box 1246 Tucuman, NM 88401 C. Telephone No.: (575) 461-2112 D. Grant No.: 19-D-G-21		Payment Request No.: # Payment Computation: A. Grant Award: \$10,000.00 B. Funds Received To Date: \$0.00 C. Amount Requested This Payment: \$0.00 D. Grant Balance: \$10,000.00 III. Report Period Ending: 30-Sep-19				
Budget Categories	Approved Budget		Expenditures Year to Date		Expenditures This Request	
	Grant Funds	In/Kind Match	Total Budget	Grant Funds	In/Kind Match	Total Expenditures
ADMINISTRATIVE*						
Personnel Services	0.00	0.00	0.00	0.00	0.00	Per. Serv.
Employee Benefits	0.00	0.00	0.00	0.00	0.00	Empl. Ben.
Travel	0.00	0.00	0.00	0.00	0.00	Travel In
Contractual Services	0.00	0.00	0.00	0.00	0.00	Contract
Operating Expenses	0.00	0.00	0.00	0.00	0.00	Operating
PROGRAM						
Personnel Services	6,860.00	1,000.00	7,860.00	0.00	0.00	Per. Serv.
Employee Benefits	3,140.00	0.00	3,140.00	0.00	0.00	Empl. Ben.
Travel (In-State)	0.00	0.00	0.00	0.00	0.00	Travel In
Travel (Out-of-State)	0.00	0.00	0.00	0.00	0.00	Travel Out
Supplies	0.00	0.00	0.00	0.00	0.00	Supplies
Operating Costs	0.00	0.00	0.00	0.00	0.00	Operating
Contractual Services	0.00	0.00	0.00	0.00	0.00	Contractual
Minor Equipment	0.00	0.00	0.00	0.00	0.00	Minor Equip
Capital Outlay*	0.00	0.00	0.00	0.00	0.00	Capital Outl
TOTAL EXPENDITURES	10,000.00	1,000.00	11,000.00	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.

Grantee Fiscal Officer (Printed Name and Title)

Grantee Representative (Printed Name and Title)

Grantee Fiscal Officer (Signature) _____ Date _____

Grantee Representative (Signature) _____ Date _____

Local Government Division Fiscal Officer _____ Date _____

Local Government Division Project Representative _____ Date _____

(If Local Government Provides Use Only)

LOCAL DWI GRANT PROGRAM
 Request for Payment/Financial Status Report
 Breakdown By Program Component Expenditures D(1)

Grantee: Quay County
 Project No.: 19-D-G-21
 Request No. 1

Total Grant Funds Requested This Request: 0.00
 Total In-Kind/Match This Request: 0.00
 Total Expenditures Reported This Request: 0.00

Grant Expenditures:	Budget	This Request	YTD
Prevention	10,000.00		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:	10,000.00	0.00	0.00

In-Kind/Match Expenditures:	Budget	This Request	YTD	Additional In-Kind/Match
Prevention	1,000.00		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:	1,000.00	0.00	0.00	0.00

Total Expenditures This Reimbursement: 0.00 Check 0.00
 Total Expenditures Year to Date: 0.00
 Total Additional In-Kind Match 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

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 - Grant In-Kind/Match
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 In-Kind/Match This Request: 0.00
 Total Expenditures Reported This Request: 0.00

In-Kind/Match Expenditures:

ADMINISTRATIVE
Personnel Services

Pay Period	Name	Job Title	Check Number	Amount	Component
Total Personnel Services:				0.00	

Employee Benefits

Pay Period	Name	Job Title	Check Number	Amount	Component
Total Employee Benefits:				0.00	

Travel

Date of Travel	Location	Purpose of Travel	Name	Check Date	Check Number	Amount	Component
Total Travel:						0.00	

Contractual Services

Period Covered	Check Date	Vendor	Description	Check Number	Amount	Component
Total Contractual Services:					0.00	

Operating Costs

Period Covered	Check Date	Vendor/Item	Description	Check Number	Amount	Component
Total Operating Costs:					0.00	

PROGRAM

Personnel Services

Pay Period	Name	Job Title	Check Number	Amount	Component
				Total Personnel Services:	
				0.00	

Employee Benefits

Pay Period	Name	Job Title	Check Number	Amount	Component
				Total Employee Benefits:	
				0.00	

Travel (In-State)

Date of Travel/Location	Purpose of Travel	Check Date	Name	Check Number	Amount	Component
					Total Travel (In-State):	
					0.00	

Travel (Out-of-State)

Date of Travel/Location	Purpose of Travel	Check Date	Name	Check Number	Amount	Component
					Total Travel (Out-of-State):	
					0.00	

Supplies

Date of Order	Check Date	Vendor/Item	Description	Check Number	Amount	Component
					Total Supplies:	
					0.00	

Operating Costs

Period Covered	Check Date	Vendor/Item	Description	Check Number	Amount	Component
					Total Operating Costs:	
					0.00	

Contractual Services

Period Covered	Check Date	Vendor	Description	Check Number	Amount	Component

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

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

IT IS AGREED BETWEEN THE PARTIES

1. PURPOSE

The purpose of this agreement is to provide 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 health 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.
 - 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	FY19
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 –From July through May, a monthly invoice 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 \$6,191.00 not to exceed a total of \$68,101.00.	\$68,101.00
Monthly Services – For June, a monthly invoice 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 \$6,199.00 not to exceed a total of \$6,199.00.	\$6,199.00
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	\$92,200.00

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 \$92,200.00. 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 \$92,200.00 (as set forth in Paragraph A) including gross receipts tax if applicable. 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 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.

B. 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.

- 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.

7. **FUNDS ACCOUNTABILITY**

The Entity shall maintain detailed time and expenditure records, which indicate the date, time, nature, and cost of services rendered during the Agreement term and retain them for a period of three (3) years from the date of final payment under the Agreement. The records shall be subject to inspection by the DOH, the Department of Finance and Administration and the Office of the State Auditor. The DOH shall have the right to audit billings both before and after payment; payment under this Agreement shall not foreclose the right of the DOH to recover excessive or illegal payments.

8. **LIABILITY**

As between the parties, each party will be responsible for claims or damages arising from personal injury or damage to persons or tangible property to the extent they result from negligence of its employees, subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et seq., NMSA 1978, as amended.

9. **TERMINATION OF AGREEMENT**

This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the DOH's sole liability upon such termination shall be to pay for acceptable work performed prior to the Entity's receipt of the notice of termination, if the DOH is the terminating party, or the Entity's sending of the notice of termination, if the Entity is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Entity shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Entity if the Entity becomes unable to perform the services contracted for, as determined by the DOH or if, during the term of this Agreement, the Entity or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to insufficient appropriation by the Legislature to the DOH. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE STATE'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE ENTITY'S DEFAULT/BREACH OF THIS AGREEMENT.

10. **APPLICABLE LAW**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of

competent jurisdiction in accordance with NMSA 1978 Section 38-3-1(G). By execution of this Agreement, the Entity acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement. The parties agree to abide by all state and federal laws and regulations.

11. **PERIOD OF AGREEMENT**

This Agreement shall be effective upon approval of both parties, whichever is later and shall terminate on **June 30, 2019** or as stated in **ARTICLE 9, Termination of Agreement**. Any and all amendments shall be made in writing and shall be agreed to and executed by the respective parties before becoming effective.

12. **FEDERAL GRANT OR OTHER FEDERALLY FUNDED AGREEMENTS.**

- A. **Lobbying.** The Entity shall not use any funds provided under this Agreement, either directly or indirectly, for the purpose of conducting lobbying activities or hiring a lobbyist or lobbyists on its behalf at the federal, state, or local government level, as defined in the Lobbyist Regulation Act, NMSA 1978, Sections 2-11-1, et. seq., and applicable federal law. No federal appropriated funds can be paid or will be paid, by or on behalf of the Entity, or any person for influencing or attempting to influence an officer or employee of any Department, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, or the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any Department, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection of any applicable Federal contract, grant, loan, or cooperative agreement, the Entity shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- B. **Suspension and Debarment.** For contracts which involve the expenditure of Federal funds, each party represents that neither it, nor any of its management or any other employees or independent Entities who will have any involvement in the services or products supplied under this Agreement, have been excluded from participation in any government healthcare program, debarred from or under any other Federal program (including but not limited to debarment under the Generic Drug Enforcement Act), or convicted of any offense defined in 42 U.S.C. Section 1320a-7, and that it, its employees, and independent Entities are not otherwise ineligible for participation in Federal healthcare or education programs. Further, each party represents that it is not aware of any such pending action(s) (including criminal actions) against it or its employees or independent Entities. Each party shall notify the other party immediately upon becoming aware of any pending or final action in any of these areas.
- C. **Political Activity.** No funds hereunder shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

- D. **Grantor and Entity Information.**
1. If applicable, funding under this agreement is from the Catalog of Federal Domestic Assistance (CFDA) Program:
 - i. CFDA Number – N/A
 - ii. Program Title – N/A
 - iii. AGENCY/OFFICE – N/A
 - iv. GRANT NUMBER – N/A
 2. ENTITY’S Dun and Bradstreet Data Universal Numbering System Number (DUNS Number) is - N/A
- E. Entity Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Sept. 2013) [Federal Grant funded projects only].
1. This Agreement and employees working on this Agreement will be subject to the whistleblower rights and remedies in the pilot program on Entity employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
 2. The Entity shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
 3. The Entity shall insert the substance of this clause, including this paragraph (3), in all subcontracts over the simplified acquisition threshold.
- F. For contracts and subgrants which involve the expenditure of Federal funds for amounts in excess of \$150,000, requires the Entity to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- G. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) — For contracts which involve the expenditure of Federal funds, Entities that apply or bid for a contract exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any

Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

- H. For contracts which involve the expenditure of Federal funds, Entity must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

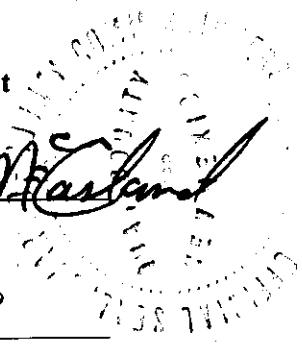
IN WITNESS WHEREOF the parties have executed this AGREEMENT at Santa Fe, New Mexico.
The effective date is upon approval of both parties, whichever is later.

New Mexico Department of Health

Quay County Government

By: _____
Authorized Signature Designee

By: Franklin Masland
Date: 5-25-18



Date: _____

Certified For Legal Sufficiency:

By: _____
Department of Health
Assistant General Counsel

By: Ellen L White

Date: _____

Date: 5-25-18