



QUAY COUNTY GOVERNMENT
300 South Third Street
P.O. Box 1246
Tucumcari, NM 88401
Phone: (575) 461-2112
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AGENDA
REGULAR SESSION
QUAY COUNTY BOARD OF COMMISSIONERS
May 22, 2017

9:00 A.M. Call Meeting to Order

Pledge of Allegiance

Approval of Minutes-Regular Session May 8, 2017

Approval/Amendment of Agenda

New Business

I. Becky Wallace, Quay County Family Health Center Administrator

- Request Approval of **FY18 RPHCA Memorandum of Agreement**
- **Monthly RPHCA Report**

II. Larry Moore, Quay County Road Superintendent

- **Road Update**

III. Richard Primrose, Quay County Manager

- Request Approval of **FY2018 DWI Program Rental Agreement**
- Request Approval of **FY2018 USDA APHIS-WS Work and Financial Plan**
- Request Approval of **FY2017-2018 Preliminary Budget**
- **Correspondence**

IV. Indigent Claims Board

- **Call Meeting to Order**
- Request Approval of **Indigent Minutes for the April 24, 2017 Meeting**
- **Review May Claims Prepared by Sheryl Chambers**
- **Adjourn**

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



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VII. Quay County Commission

- Request Approval of **Agreement with NEPA Consultant**
- Request Approval of **Letter Department of Energy**

**VIII. Other Quay County Business that may Arise During the Commission Meeting
and/or Comments from the Commissioners**

Adjourn

Lunch-Time and Location to be Announced

REGULAR SESSION-BOARD OF QUAY COUNTY COMMISSIONERS

May 22, 2017

9:00 A.M.

BE IT REMEMBERED THE HONORABLE BOARD OF QUAY COUNTY COMMISSIONERS met in regular session the 22nd day of May, 2017 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
Becky Wallace, Quay County Health Clinic Administrator
Mary Osborn, Quay County Health Clinic Receptionist
Angie Coburn, Presbyterian Regional Director
Ed and Patty Hughes, Nara Visa
Gail Houser, Tucumcari Mainstreet Director
Todd Duplantis, Quay County Dispatch Administrator
Cheryl Simpson, Quay County Manager's Office
Thomas Garcia, Quay County Sun

Chairman Franklin McCasland called the meeting to order. Ed Hughes led the Pledge of Allegiance.

A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to approve the minutes from the May 8, 2017 regular session as printed. MOTION carried with Cherry voting "aye", McCasland voting "aye", and Dowell "aye".

Richard Primrose, County Manger, requested "Public Comments" be added to the agenda following approval of the agenda. A MOTION was made by Mike Cherry SECONDED by Sue Dowell to approve the Agenda as amended. MOTION carried with Cherry voting "aye", Dowell voting "aye", McCasland voting "aye".

PUBLIC COMMENTS: None

ONGOING BUSINESS: NONE

NEW BUSINESS:

Becky Wallace, Quay County Family Health Center presented the following items:

1. Requested approval of the FY 19 RPHCA Memorandum of Agreement between the NM Department of Health and Quay County on behalf of the Quay County Primary Care Clinic. The amount of funding has already been cut by the State approximately \$30,000.00 to the amount in the Agreement of \$92,200.00. Wallace predicts as the State continues to balance the budget future cuts could impact the 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". A copy of this Agreement is attached to these minutes.
2. Presented the monthly RPHCA Report for April.

Wallace thanked the Board of Commissioners for their dedication and support of the Clinic. Wallace said the working relationship between the two entities is the reason for its success. Wallace stated her retirement is effective the end of May, while Friday, May 26th will be Mary Osborn's final day.

Chairman McCasland asked both Wallace and Osborn to stand and the Commissioners presented them with Certificates of Appreciation for their dedication to Quay County.

Commissioners Dowell and Cherry thanked both ladies for their excellent service to the citizens of Quay County.

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

1. Reported he has provided a list of roads to the State for certification. Moore said each year, 10% of the county maintained roads are verified with State during a driving certification. This year the roads being driven total 113 miles. Someone from the Department of Transportation will be in Quay County to drive these roads with Moore in the next few weeks.
2. A meeting was held on May 16 with the various entities involved with Phase I of the Quay Road 63 project. Crews have started pulling the shoulders, piling the dirt and working on the drainage. They will be reclaiming 1600 linear feet from the end of the previously paved project to the intersection of Quay Road AR and Quay Road 63. Desert Fox contractors will arrive this week to set the grade followed by geo-grid and laying asphalt.
3. Quay Road AI has several soft spots and crews are watching it closely.
4. Trucks continue hauling for the Co-Op project.
5. Crews are busy cleaning cattle guards as needed.

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

1. Requested approval of the Rental Agreement between Quay County and the Quay County DWI Program for the building located at 113 E Main Street in Tucumcari. A MOTON was made by Mike Cherry, SECONDED by Sue Dowell to approve the Agreement as presented. MOTION carried with Cherry voting "aye", Dowell voting "aye" and McCasland voting "aye". A copy of said Agreement is attached and made a part of these minutes.

2. Presented the Work and Financial Plan Agreement between Quay County and US Department of Agriculture Animal and Plant Health Inspection Service and Wildlife Services. A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to approve the Agreement. MOTION carried with Dowell voting "aye", Cherry voting "aye" and McCasland voting "aye". A copy is attached to these minutes.
3. Requested approval of the Preliminary Budget for Fiscal Year 2017-2018 for submission to the NM Department of Finance. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve the Preliminary Budget for Quay County. MOTION carried with Cherry voting "aye", Dowell voting "aye" and McCasland voting "aye". A copy of the Preliminary Budget may be inspected or obtained from the County Clerk.

Susan Lease, Quay County Preventionist joined the meeting. Time noted 9:20 a.m.

Correspondence:

1. Provided a copy of the monthly Gross Receipts Tax Report.
2. Informed the Commissioners the annual meeting for EPCOG will be held on June 7, 2017 at 10:00 a.m. in Clayton.

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

Time Noted 9:25 a.m.

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

ACCOUNTS PAYABLE: A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to approve the expenditures included in the Accounts Payable Report ending May 19, 2017. MOTION carried with Dowell voting "aye", Cherry voting "aye" and McCasland voting "aye".

Chairman McCasland requested a break. A reception was held for Becky Wallace and Mary Osborn. Time noted 9:35 a.m. to 10:00 a.m.

Warren Frost, Attorney joined the meeting. Time noted 10:00 a.m.

A MOTION was made by Sue Dowell, SECONDED by Mike Cherry 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 10:05 a.m.

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

Return to regular session. Time noted 10:40 a.m.

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

Warren Frost reported that he had contacted a national consulting firm by the name EA Engineering. Frost stated he received a scope of work from them last Friday. The scope focused on educating Quay County on the NEPA process and procedures and not on actually identifying

the potential pitfalls of the proposed Borehole Project at Nara Visa to present to the Department of Energy. Frost has responded to the firm for clarifying and is having a call with them later today. Frost request the Board authorize he and Primrose to negotiate the agreement based on a maximum of \$15,000.00 with EA Engineering pending clarification of the scope of work. A MOTION was made by Sue Dowell, SECONDED by Franklin McCasland to authorize Primrose and Frost to negotiate a contract for consulting with EA Engineering for an amount not to exceed \$15,000.00. MOTION carried with Dowell voting "aye", McCasland voting "aye" and Cherry voting "nay".

Frost presented a letter prepared by the Northern New Mexico United Against Nuclear Waste group. The letter is addressed to the Department of Energy, Office of Nuclear Energy from the Board of Quay County Commissioners. The letter is an effort to solidify Quay County's opposition to the Borehole Project in Nara Visa. Frost reported he has reviewed the letter but did not receive the documentation supporting the contents of the letter until this morning. Frost requested the Commissioners allow him time to review the issues of facts and compare the contents of the letter to the documentation supporting the substance of the letter. Chairman McCasland said he did not have a problem with signing the letter but requests Frost verify all documentation referenced in the letter. A MOTION was made by Sue Dowell, SECONDED by Franklin McCasland to authorize Frost and McCasland to sign the letter pending verification of documentation. MOTION carried with Dowell voting "aye", McCasland voting "aye" and Cherry voting "nay". A copy of the signed letter will be attached to these minutes.

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

Commissioner Dowell thanked Warren Frost for his legal expertise, integrity and diligence to protect the interest of Quay County regarding the Borehole Project. Dowell stated she has full confidence in Frost to represent the legal interests of Quay County.

Dowell also praised the Emergency Room at Trigg Memorial Hospital during a recent visit she had there. Their ability to care for patients and transfer them to another facility when needed was handled professionally and with ease.

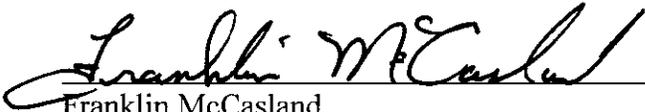
Chairman McCasland recognized Mr. Ed Hughes in the audience as he thanked the Commissioners and Frost for representing the citizens of Quay County regarding the Borehole Project.

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 11:00 a.m.

Chairman McCasland informed all in attendance they have been invited to lunch at the Pow Wow Restaurant today in honor of Becky Wallace and Mary Osborn.

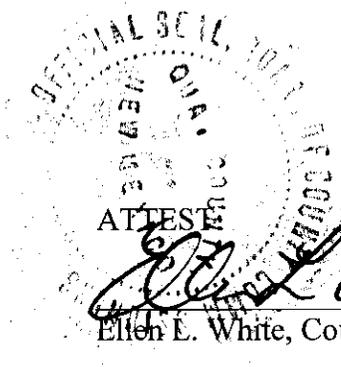
Respectfully submitted by Ellen White, County Clerk.

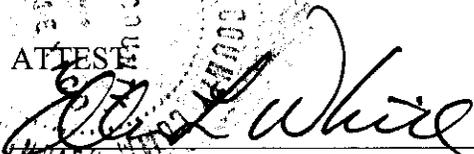
BOARD OF QUAY COUNTY COMMISSIONERS


Franklin McCasland


Sue Dowell


Mike Cherry




Ellen E. White, County Clerk

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), collectively referred to as "the Parties", hereinafter.

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	FY18
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, 2018** 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.
- I. For contracts which involve the expenditure of Federal funds, and under which the Entity is considered a subrecipient, the provisions of Appendix A shall apply and are incorporated herein. The operating code of this agreement is 0000000005.

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

NEW MEXICO DEPARTMENT OF HEALTH

QUAY COUNTY

By: _____
Authorized Signature Designee

By: Franklin McCasland
Franklin McCasland, Chair

Date: _____

Date: May 22, 2017

CERTIFIED FOR LEGAL SUFFICIENCY:

By: _____
Department of Health
Assistant General Counsel

By: Ellen White
Ellen White, Clerk

Date: _____

Date: May 22, 2017

RENTAL AGREEMENT

1. Parties

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

2. Property

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

(a) the real property known as:

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

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

3. Term

This agreement shall run from month-to-month, beginning on: July 1, 2017 until June 30, 2018.

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

4. Rent

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

5. Utilities

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

6. Deposits

Tenant will pay the following deposits and/or fees:

No deposit required

To _____

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

In addition, it is agreed:

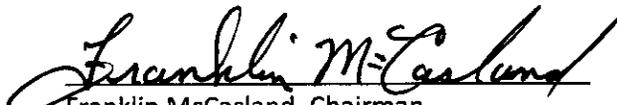
7. Tenant shall not lease, sublease or assign the premises without the prior written consent of the landlord (but this consent shall not be withheld unreasonably).

8. Landlord may enter the premises at reasonable times for the purpose of inspection, maintenance or repair, and show the premises to buyers or prospective tenants.

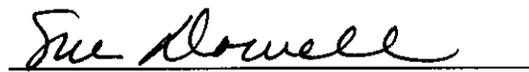
9. Tenant agrees to occupy the premises and shall keep the same in good condition, reasonable wear and tear excepted, and shall not make any alterations thereon without the written consent of the landlord.
10. Landlord agrees to maintain regularly the building and grounds in a clean, orderly and neat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

We, the undersigned, agree to this Rental Agreement on this 22 day of May, 2017:

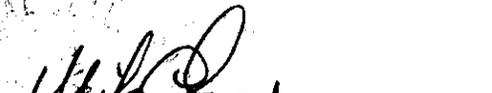
Landlord: Quay County Commission


Franklin McCasland, Chairman

5-22-17
Date


Sue Dowell, Member

5-22-17
Date


Mike Cherry, Member

5-22-17
Date

Attested by:


Ellen White, County Clerk

5-22-17
Date

Tenant: Quay County DWI Program

Bryan Rinestine

Date

WORK AND FINANCIAL PLAN
between
QUAY COUNTY
and
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES (APHIS-WS)
for
July 1, 2017 through June 30, 2018

Pursuant to Cooperative Service Agreement No. 14-73-35-2385-RA between the County of Quay and APHIS-WS, this Work Plan defines the objectives, plan of action, resources and budget for the maintenance of an Integrated Wildlife Damage Management (IWDM) program to protect residents, property, livestock, crops, and natural resources from damage caused by predators and other nuisance wildlife to be conducted from July 1, 2017 through June 30, 2018.

APHIS-WS is a federal agency with a broad mission that includes carrying out wildlife damage management activities. In recent years, USDA-APHIS has maintained an effective IWDM program to resolve conflicts with wildlife throughout the County. APHIS-WS is available and qualified to conduct the wildlife damage management services necessary to accomplish the County's goals.

I. OBJECTIVES/GOALS

Wildlife Services' overall goal is to maintain a biologically-sound IWDM program to assist property owners, businesses, private citizens, and governmental agencies in resolving wildlife damage problems and conduct control activities in accordance with applicable Federal, State and local laws and regulations. Assistance may be in the form of providing technical assistance or direct control activities. Recommendations and control activities will emphasize long term solutions and incorporate the Integrated Wildlife Damage Management approach.

The scope of this program is limited only by the financial resources allocated by the cooperator and APHIS-WS. Although successful elimination of any specific threat is not guaranteed, all reasonable efforts will be made to resolve or mitigate human-wildlife conflicts within financial and regulatory constraints.

II. PLAN OF ACTION

To accomplish this goal, the following general field services will be provided: (1) technical assistance through demonstration and instruction of wildlife damage prevention and/or control techniques; (2) predator identification and removal when livestock, crop or natural resource damage

IV. STIPULATIONS AND RESTRICTIONS

APHIS-WS activities under this cooperative effort will be limited to the State of New Mexico, County of Quay. Techniques will be environmentally sound, safe, and selective. If applicable, both Federal and State permits will be secured to perform wildlife damage management activities, and those activities will be conducted within the policy guidelines of APHIS-WS. All program activities will be conducted in compliance with Local, State, and Federal regulations.

In the absence of a finalized county budget, a letter of intent must be provided pending final budget approval. The cooperative Wildlife Services Program can't continue unless a mutual agreement is negotiated by June 30, 2017.

V. COST ESTIMATE FOR SERVICES

The cooperator will be billed quarterly by APHIS FMMI for costs incurred, but will not exceed **\$36,500** annually. This figure includes: Pooled Job Costs, which cover costs associated with vehicle replacement, employee leave and retirement expenses. Indirect Costs, which cover costs associated with APHIS program support. APHIS-WS and NMDA will also contribute to the balance of salary and benefits. An estimated itemization of expenses is listed below; however funds may be distributed between itemized categories at the discretion of APHIS-WS if required:

Cost Element	Cost to Cooperator	Cost Share (Paid by Federal Appropriations)	Full Cost
Personnel Compensation	\$ 2,474.96	\$ 65,972.00	\$ 68,446.96
Travel	\$ 2,039.00	\$ -	\$ 2,039.00
Vehicles	\$ 9,596.00	\$ -	\$ 9,596.00
Other Services	\$ 4,856.30	\$ -	\$ 4,856.30
Supplies and Materials	\$ 4,850.00	\$ -	\$ 4,850.00
Equipment	\$ 4,890.00	\$ -	\$ 4,890.00

Subtotal (Direct Charges)	\$ 28,706.25	\$ 65,972.00	\$ 94,678.25
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Pooled Job Costs	11.00%	\$ 3,157.69	NA	\$ 3,157.69
Indirect Costs	16.15%	\$ 4,636.06	NA	\$ 4,636.06
Aviation Flat Rate Collection		\$ -	NA	\$ -
Agreement Total		\$ 36,500.00	\$ 65,972.00	\$ 102,472.00

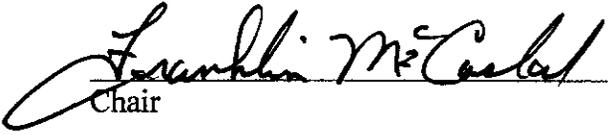
Percentage Cost Share	36%	64%	100%
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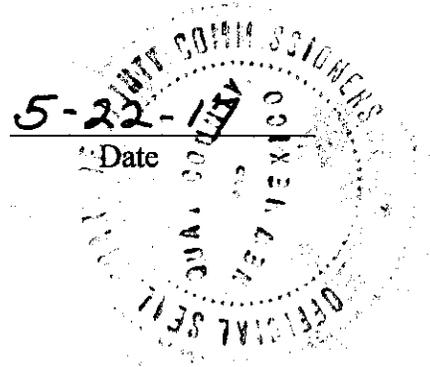
The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed: **\$36,500.00**

In accordance with the Debt Collection Improvement Act (DCIA) of 1996, bills issued by WS are due and payable within 30 days of receipt. The DCIA requires that all debts older than 120 days be forwarded to debt collection centers or commercial collection agencies for more aggressive action. Debtors have the option to verify, challenge and compromise claims, and have access to administrative appeals procedures which are both reasonable and protect the interests of the United States.

The financial point of contact for this Work Plan/Financial Plan is Patsy Baca, Budget Analyst (505) 346-2640. This plan has been approved by the USDA APHIS WS Western Regional Office for use in the State of New Mexico for cost-share agreements. Copies of this approval are available upon request.

QUAY COUNTY BOARD OF COMMISSIONERS
Tax Identification Number: 85-6000238


Chair



UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES
Albuquerque, NM
Tax Identification Number: 41-0696271

State Director, New Mexico

Date

Director, Western Region

Date



QUAY COUNTY GOVERNMENT

300 South Third Street

P.O. Box 1246

Tucumcari, NM 88401

Phone: (575) 461-2112

Fax: (575) 461-6208

May 23, 2017

Andrew Griffith
Department of Energy, Office of Nuclear Energy
1000 Independence Ave., SW
Washington, DC 201585

Dear Mr. Griffith

The Board of County Commissioners for Quay County, New Mexico is writing this letter to request that you immediately remove Quay County as a proposed site for the Deep Borehole Field Test by the Department of Energy (DOE) and its contractor, Enercon.

In the Fall of 2016, our county learned that Enercon was focusing on the Nara Visa area of Quay County as a site to conduct a Deep Borehole Field Test (DBFT) to assess the viability of deep boreholes as a method for disposing of nuclear waste. Representatives from Enercon held two informational meetings in Nara Visa, NM. They also attended a Quay County Commission meeting seeking support to conduct the DBFT in Quay County. These meetings were held prior to DOE awarding the DBFT contract to Enercon.

At the first meeting in Nara Visa held in early October 2016, Peter Mast, President of Enercon Federal Services and Mark Eckels, Representative from DOSECC Exploration Services discussed the geology and drilling of the boreholes for the DBFT. There were approximately 45 people present, 2 of whom indicated support for the project.

On October 10, 2016, Peter Mast presented Resolution No. 27 to the Quay County Commissioners requesting the Commissioners' show support for Enercon's pursuit of the a deep borehole for the DOE. Mast assured the Commissioners the drilling site near

Nara Visa would only be utilized for developing potential strategies for the disposition of nuclear waste and was not being considered as a waste facility. Chairman McCasland asked how the residents in the Nara Visa community received this proposal. Mast said they had a public meeting with 45 people present, that all questions and concerns were answered at the meeting and that he believed the group was very supportive of the concept. Chairman McCasland stated he wanted to make sure there was no chance of the project leading to a nuclear waste site in Quay County. Mast informed the Commissioners that community involvement and support is required. Based on Mast's representations the Commission approved Resolution No. 27 with the understanding that local community buy-in would still be required.

In November, a second meeting was held in Nara Visa with about 20 people in attendance. Mr. Mast and Mr. Eckels repeatedly stated that the project would not take place unless the Nara Visa Community approved. They also handed out a one page document explaining DOE's draft proposal for consent-based siting for nuclear waste storage and disposal facilities.

On February 7, 2017, after being awarded the DBFT contract by the DOE, a third meeting was hosted by Enercon in Nara Visa. Approximately 175 people were in attendance as well as all three members of this Commission. Enercon gave a technical presentation on the DBFT geology and drilling, why Nara Visa was chosen by them as a drilling site and how Enercon planned to use existing community buildings to carry out their project. A Nara Visa community member presented concerns about the project. Other community members spoke, questions were asked and a vote was taken to show how many were for or against the project. Approximately 170 people raised their hand in opposition.

At a Quay County Commission meeting on February 13, 2017, 125 residents of Quay County asked the Commission to rescind Resolution No. 27. The Commission voted unanimously to rescind the resolution citing the overwhelming opposition shown in Nara Visa and Quay County and our own concerns about inconsistent representations made by Enercon to the Commission and the Nara Visa community. Although Marc Eckels and Wendy Lambert stated at that meeting that they would be working in the community to try to gain support, not a single publicly advertised meeting has been held in Quay County.

The Commission has continued to monitor the level of acceptance/opposition of Quay County and the surrounding region concerning the project. The Commission and county residents have done a great deal of work to inform themselves about this project and its potential positive and negative impacts. Local citizens held six public informational meetings, only one of which was attended by Enercon representatives. At the meetings Enercon did not attend, a fact sheet about the DBFT written by Enercon was read without comment. This was followed by statements from local citizens. Approximately 500

people attended these meetings. A vote indicating support or opposition was taken at each meeting. Almost 100 per cent of those in attendance were in opposition. Only two people voted in favor of the project, and these were the owners of the land Enercon is leasing to conduct the test.

As you are aware, the focus of the DBFT is to gather information for the DOE to consider deep boreholes as one method of disposing of radioactive waste. In evaluating this project, the Commission has considered several factors concerning the DBFT and drilling deep boreholes. Those factors include the following:

1. The Commission bears responsibility for the health, safety and welfare of the residents of Quay County, New Mexico.
2. The Commission represents the residents of Quay County, New Mexico, especially as concerns their well-being, the protection of their culture and economy, and the planning for their future security, benefit and progress.
3. While some tangential benefits may result from the DBFT; the project is ultimately intended to assist in determining whether deep boreholes may serve as a method of disposing of radioactive waste. The Commission takes DOSECC, Enercon and the DOE at their word that no radioactive waste is planned to be disposed of within the 10-acre DBFT site near Nara Visa secured under contract DE-SOL-001018. Ultimately, however, the DOE goal is to find disposal methods of, and locations for, radioactive waste.
4. By the admission of the DOE, Quay County will not be eliminated from consideration as a future waste repository. The DOE speaks of providing for a process to allow local input or consent before allowing any future disposal of radioactive waste. That process was certainly not used by Enercon in deciding that Quay County, New Mexico, was a good choice for the DBFT.
5. Mr. Eckels said at a public forum that it could not be guaranteed that nuclear waste would not be stored in Quay County because there may be a property owner that would want to host a waste repository.
6. Enercon's conduct has caused us to question whether they have acted in good faith toward this Commission or to the residents of Quay County.
7. The DBFT contract says that public support is important to carrying out the DBFT as stated in Section C.2, "local public acceptance/participation is a necessary prerequisite to the project and must be obtained before drilling commences ." Section L.12 in reference to the initial contract award, "a chosen location that has both initial public support for the DBFT and likely strong future support... will have an advantage" over other locations considered for contract award. Local public acceptance/support was

not correctly gauged or represented by Enercon to the Quay County Commission, nor could it have been accurately represented to the DOE if public support was a major factor in awarding a contract to Enercon.

8. At the February 7th meeting in Nara Visa and the February 13th Quay County Commission meeting, a total of 300 people were in attendance. Other public meetings were hosted by the public where both sides of the issue were presented. The overwhelming sentiment of the public in attendance was in opposition of the DBFT being carried out in Quay County.

9. Petitions with approximately 1,400 signatures of people opposed to the project have been presented to the County Commission.

10. The overwhelming response to individual Commissioners by local residents has been that of opposition to the DBFT. Requests by the Commission for input concerning this project has resulted in no measurable support.

11. The overwhelming response from members of other local and nearby governing boards has also been in opposition to this project. Those other bodies include:

- Tucumcari City Commission
- Logan Village Commission
- Union County Commission
- Harding County Commission
- Dennis Roch, Superintendent of Logan Schools
- Pat Woods, State Senator
- Canadian River Municipal Water Authority
- New Mexico Cattle Growers Association
- Northeast New Mexico Livestock Association
- Ute Creek Soil and Water Conservation District
- Mesa Soil and Water Conservation District

12. In a meeting handout from Enercon, it is stated that there are no surface or subsurface economic resources to interfere with the DBFT. There has been testimony from businessmen, ranching operations, real estate appraisers and bankers that this project will greatly impact existing ranches, farms, businesses and communities in Quay County. The disruption brought about by this project to the successful, sustainable and family-oriented agricultural economy is sure to negatively impact agricultural land and building values and severely decrease the future viability of continuing ranching and farming operations that have been in operation for generations. In the long term, the recreation and tourism industries and businesses in Quay County will also suffer. The Commission has a mandate to protect and conserve the value of land and businesses throughout Quay County.

13. Any project which may one day lead to the disposal of radioactive waste within Quay County is very unsettling and troubling and is certain to generate great public opposition, regardless of any economic and scientific benefits that may be touted as reasons to consider such projects.

14. The proposed drilling target depth is three miles and would penetrate the Ogallala (fresh) and Dockum (salt) groundwater aquifers. Testimony by local drillers indicates that there are underground cavities in the immediate area of the test site that have caused the loss of fresh water into the salt water aquifers and may have caused salt water intrusion into the Canadian River. It has been stated by a DOE official that it is unknown if water in aquifers will mix and cause contamination. Mark Eckels stated at the Clovis public forum that he cannot guarantee that nothing will happen to the groundwater. A similar statement was made by Chip Cameron from Enercon during a local TV news interview. The Commission has a mandate to safeguard the water table in Quay County

For the reasons stated above, the overwhelming majority of residents of this county and region oppose the development, commencement, or implementation of deep borehole projects within the boundaries of Quay County, New Mexico. The members of the County Commission of Quay County, New Mexico, respect and share this sentiment and request that neither the DOE nor any agency or political subdivision of the State of New Mexico consider deep borehole drilling or any effort which may one day lead to disposal of radioactive waste within the boundaries of Quay County.

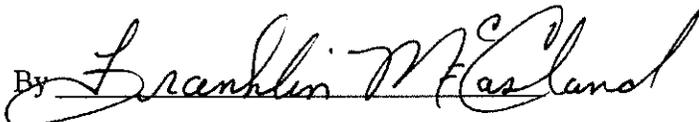
Mr. Griffith, you stated the following in emails to several Quay County citizens: "The contract provisions make completely clear ...that community support is a central factor in whether or not the project moves forward at a proposed site. The initial phases of the project require the selected companies to begin outreach to communities and seek support of local governments and other community stakeholders. In order to proceed with the project, the contractors will need to demonstrate the support of the local community for the test. If the community does not provide its support, the proposed site(s) will no longer be considered as a candidate for this research and development project. "

Mr. Griffith, we believe you to be a man of your word. In light of the overwhelming opposition to this project from both the public and private sector we anticipate immediately receiving word from you that Quay County will no longer be considered as a possible site for this project.

If the DOE does not immediately withdraw consideration of Quay County as a site for this project, the Quay County Commission will consider all remedies, including pursuing litigation to prohibit the development, commencement or implementation of deep borehole drilling within the boundaries of Quay County, New Mexico.

In summary, the Quay County Commission formally requests DOSECC, Enercon and the DOE cease consideration of Quay County, New Mexico as a site for this deep borehole project. The Commission requests a written response from DOSECC, Enercon and the DOE in response to this correspondence which indicates their intent to abide by your statement and not proceed further with the deep borehole project in Quay County.

Board of Commissioners for Quay County, New Mexico

By 

Franklin McCasland, Chairman



Warren Frost, County Attorney

CC: Timothy Gunter, DOE
Suzette Olson, DOE Contract Officer
Gordon McClellan, DOE Contract Office
Senator Tom Udall
Senator Martin Heinrich
Congressmen Ben Ray Lujan
Congressmen Steve Pierce
Congresswoman Michelle Lujan Grisham
Tucumcari City Commission
Union County Commission
Harding County Commission
Curry County Commission
San Miguel County Commission
Governor Susana Martinez
Lt. Governor John Sanchez
NM Senator Pat Woods
NM Representative Dennis Roch
NM Office of the State Engineer
NM Environment Department
NM Energy, Minerals, and Natural Resources Department