



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  
September 11, 2017

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

Pledge of Allegiance

Approval of Minutes-Regular Session August 28, 2017

Approval/Amendment of Agenda

**Public Comment**

**Ongoing Business**

**New Business**

- I. Vic Baum, Quay County Assessor**
  - Request Approval of 2017 Property Tax Rates
- II. Gail Houser, Tucumcari MainStreet Executive Director**
  - Discussion of Tax Infrastructure Fund (TIF)
- III. Angela Coburn, Quay County Family Health Center Administrator**

Request Approval of PMS- Quay County Family Health Center Operations FY18  
Discussion August RPHCA Report
- IV. Russell Shafer, Quay County Sheriff**
  - Presentation of Sheriff's Report
- V. Larry Moore, Quay County Road Superintendent**
  - Road Update
- VI. Richard Primrose, Quay County Manager**
  - Correspondence



**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

**Adjourn**

*Lunch-Time and Location to be Announced*

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

**September 11, 2017**

**9:00 A.M.**

BE IT REMEMBERED THE HONORABLE BOARD OF QUAY COUNTY COMMISSIONERS met in regular session the 11<sup>th</sup> day of September, 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:**

Daniel Zamora, Quay County Rural Addressing  
Gail Houser, Tucumcari MainStreet Director  
Cheryl Simpson, Quay County Manager's Office  
Larry Moore, Quay County Road Superintendent  
Janie Hoffman, Quay County Chief Deputy Assessor  
Vic Baum, Quay County Assessor  
Russell Shafer, Quay County Sheriff  
Thomas Garcia, Quay County Sun

Chairman Franklin McCasland called the meeting to order. Daniel Zamora led the Pledge of Allegiance.

A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to approve the minutes from the August 28, 2017 regular session as printed. MOTION carried with Cherry voting "aye", McCasland voting "aye", and Dowell voting "aye".

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

**PUBLIC COMMENTS:**

Vic Baum thanked everyone who worked on the County picnic to make it a success.

Chairman McCasland stated today marks the 16<sup>th</sup> anniversary of the 9/11 attacks. McCasland requested a moment of silence in remembrance of those who lost their lives as victims of the 9/11 tragedy, the Houston and Florida flooding, and in honor of those serving in the military and as first responders.

ONGOING BUSINESS: NONE

NEW BUSINESS:

Vic Baum, Quay County Assessor and Janie Hoffman, Chief Deputy presented the 2017 property tax year rates as established by the NM Department of Finance. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve the rates. MOTION carried with Cherry voting "aye", Dowell voting "aye" and McCasland voting "aye".

Angela Coburn, Quay County Family Health Center Administrator joined the meeting. Time noted 9:15 a.m.

Gail Houser, Tucumcari MainStreet Director entertained a discussion regarding the possibility of a Tax Infrastructure Fund for redevelopment financing of the MainStreet area. The TIF would apply to the 8 block area involved in the MainStreet program. Funds derived from the tax would be used for infrastructure only. Houser explained he doesn't have all the details completely worked out, but wanted to open dialog so questions and concerns can begin to get resolution.

Patsy Gresham, Quay County Treasurer joined the meeting. Time noted 9:25 a.m.

Richard Primrose said his concern was the portion requested of the County and City is not equitable. The County should not be adding to the fund in excess of what the City allocates. Secondly, Primrose said the City should not be the sole player in decision making of where the funds are distributed once they are available for use.

Chairman McCasland suggested that Houser ask other entities how the division of funds is handled between the City and County. Houser said he will be finding that information out and reporting back in a couple of months.

Commissioner Cherry asked what other Counties had imposed a TIF for this type of funding. Houser said he would reach out to other entities to see if any had.

Commissioner Dowell asked if the businesses located in the area to benefit from the TIF have bought into the idea and will be trying to improve their buildings, along with the infrastructure improvements. Houser believes the building owners will make steps for improving their properties.

Angela Coburn, Quay County Family Health Center Administrator, requested approval of the Professional Services Contract between the County and Presbyterian Medical Services for RPHCA funding. Coburn explained the Contract had not been renewed in several years and will be presented now on a yearly basis. A MOTION was made by Sue Dowell, SECONDED by

Mike Cherry to approve the Contract. MOTION carried with Dowell voting "aye", Cherry voting "aye" and McCasland "abstained". A copy of the Contract is attached and made a part of these minutes.

Coburn presented the monthly RPHCA report for the month of August. Coburn stated the facility is fully staffed with the exception of a Director. Coburn added that a person has been offered that position and they are waiting for PMS Administration's approval of the new hire.

Russell Shafer, Quay County Sheriff presented the August monthly activity report of this office. Shafer reported that Deputy Ben Gates will be retiring on September 29. A luncheon at the courthouse is being planned in his honor on that day.

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

1. Three miles have been completed on Quay Road BH in the House area. The project was placed on hold prior to the Labor Day Holiday and crews were instructed to catch up on erosion problems, tree trimming and potholes throughout the County.
2. Roads with damage from recent rains have been maintained.
3. The Environmental Study for Route 66 is still pending.
4. Blade reports were distributed.
5. Problems continue to unfold on Quay Road AI and are being handled as they occur. The road is on the 2017-2018 CAP projects.

Primrose distributed the following correspondence:

1. Letter from Department of Finance approving the final budget for Quay County.
2. Letter from National Resources Conservation Services regarding the Local Working Group meeting scheduled for September 14, 2017 at 10:00 a.m. in the Union County Extension Office.
3. Thanked all who worked to make the County picnic a success.

ACCOUNTS PAYABLE: A MOTION was made by Mike Cherry SECONDED by Sue Dowell to approve the expenditures included in the Accounts Payable Report ending September 7, 2017. MOTION carried with Dowell voting "aye", Cherry voting "aye" and McCasland voting "aye".

Other County Business/Comments from Commissioners:

Commissioner Dowell presented a letter from former resident Greg Greenlee. Greenlee is a security expert at many levels of the Federal Government. Greenlee mentioned the recent shooting in Clovis made him realize how vulnerable Quay County might be to the same situation and he offered a letter of talking points and strategies for review.

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 9:50 a.m.

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

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

A MOTION was made by Sue Dowell, SECONDED by Mike Cherry 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".

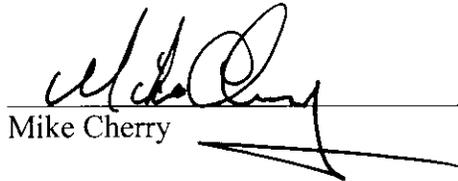
There being no further business, a MOTION was made by Mike Cherry, SECONDED by Sue Dowell to adjourn. MOTION carried with Cherry voting "aye", McCasland voting "aye" and Dowell voting "aye". Time noted 10:50 a.m.

Respectfully submitted by Ellen White, County Clerk.

BOARD OF QUAY COUNTY COMMISSIONERS

  
Franklin McCasland

  
Sue Dowell

  
Mike Cherry

ATTEST:

  
Ellen L. White, County Clerk



**Susana Martinez**  
GOVERNOR

State of New Mexico  
**Department of Finance & Administration**  
180 Bataan Memorial Building  
Santa Fe, New Mexico 87501  
Phone: (505) 827-4985  
Fax: (505) 827-4984  
www.nmdfa.state.nm.us

RECEIVED  
SEP 05 2017

BY: \_\_\_\_\_  
**Duffy Rodriguez**  
Cabinet Secretary

September 1, 2017

The Honorable Franklin McCasland  
Quay County  
PO Box 1246  
Tucumcari, NM 88401

Order Setting Property Tax Rates - 2017 Property Tax Year

Dear Commissioner McCasland,

Pursuant to NMSA 1978, Sections 7-37-7(A) and 7-38-33(A), I issue this order setting the 2017 tax rates in the attached Certificate of Property Tax Rates (Certificate) for all governmental units imposing rates in your county.

NMSA 1978, Section 7-38-34 requires the Board of County Commissioners (Board) to issue and deliver to the County Assessor its own written order imposing these rates within five days of its receipt of this rate setting order. Before the Board issues its order, the county is responsible for ensuring that the rates are correct, in accordance with 3.6.50.1 I (D) NMAC. To further those efforts, please immediately share the Certificate with all governmental units (other than the State) that have rates included in the Certificate, so that they may also check the accuracy of their rates. In addition, please note that the "percentage change I" used as specified in NMSA 1978, Section 7-37-7.1 (A) for yield control calculations this year was 1.54%.

Any questions concerning or suspected errors in the rates should be immediately brought to the attention of the Local Government Division's Budget and Finance Bureau Chief, Brenda L. Suazo-Giles, at 505-827-4964; or Special Projects Analyst, Jolene Gonzales, at 505-827-4933.

Sincerely,

Duffy Rodriguez  
Secretary of Finance & Administration

cc: Property Tax Division, Taxation & Revenue Department  
County Assessor  
County Treasurer

Enclosure(s): Certificate of Property Tax Rates



CERTIFICATE OF PROPERTY TAX RATES IN MILLS  
 QUAY COUNTY  
 TAX YEAR 2017  
 NET TAXABLE VALUE:

		\$210,678,271								
MUNICIPALITY:		San Jon			San Jon					
TAXABLE VALUE:		13,229,837	1,102,915	1,455,568	2,473,535	10,277,522	353,759	531,339	1,099,048	8,446,983
CATEGORY:		32 OUT NR	34 IN R	34 IN NR	34 OUT R	34 OUT NR	23/47 R	23/47 NR	33 R	33 NR
State Debt Service		1.360	1.360	1.360	1.360	1.360	1.360	1.360	1.360	1.360
	<b>Total State</b>	1.360	1.360	1.360	1.360	1.360	1.360	1.360	1.360	1.360
County Operational		10.350	7.701	10.350	7.701	10.350	7.701	10.350	7.701	10.350
County Debt Service										
Quay County Hospital		1.500	1.500	1.500	1.500	1.500	1.500	1.500	1.500	1.500
	<b>Total County</b>	11.850	9.201	11.850	9.201	11.850	9.201	11.850	9.201	11.850
Municipal Operational		0.000	5.006	7.650	0.000	0.000	0.000	0.000	0.000	0.000
Municipal Debt Service		0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
	<b>Total Municipal</b>	0.000	5.006	7.650	0.000	0.000	0.000	0.000	0.000	0.000
School District Operational		0.500	0.358	0.500	0.358	0.500	0.455 (1)	0.500 (1)	0.497 (2)	0.500 (2)
School District Debt Service		5.227	4.609	4.609	4.609	4.609	6.002 (1)	6.002 (1)	5.227 (2)	5.227 (2)
School Dist. Cap. Improvement		2.000	2.000	2.000	2.000	2.000	2.000 (1)	2.000 (1)	2.000 (2)	2.000 (2)
House Bill 33, School Building		0.000	0.000	0.000	0.000	0.000	0.000 (1)	0.000 (1)	0.000 (2)	0.000 (2)
School Dist. Ed. Tech. Debt Svc		0.000	0.000	0.000	0.000	0.000	0.000 (1)	0.000 (1)	0.000 (2)	0.000 (2)
	<b>Total School District</b>	7.727	6.967	7.109	6.967	7.109	8.457	8.502	7.724	7.727
<b>Total State, County, Municipal, &amp; School District</b>		<b>20.937</b>	<b>22.534</b>	<b>27.969</b>	<b>17.528</b>	<b>20.319</b>	<b>19.018</b>	<b>21.712</b>	<b>18.285</b>	<b>20.937</b>

Other:

Mesalands Community College

	<b>Total Other</b>	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
	<b>GRAND TOTAL</b>	<b>20.937</b>	<b>22.534</b>	<b>27.969</b>	<b>17.528</b>	<b>20.319</b>	<b>19.018</b>	<b>21.712</b>	<b>18.285</b>	<b>20.937</b>

Where Applicable:

Cattle Indemnity	10.000
Sheep/Goats/Swine/Alpaca	10.000
Dairy Cattle	5.000
Bison/Camelids/Ratite	9.972
Horses/Asses/Mules	6.965

CERTIFICATE OF PROPERTY TAX RATES IN MILLS

QUAY COUNTY

TAX YEAR 2017

NET TAXABLE VALUE:

\$210,678,271		OIL & GAS		
MUNICIPALITY:		Equipment		
TAXABLE VALUE:		235,396	909,670	2,778,189
CATEGORY:		33	53 R	53 NR
State Debt Service		1.360	1.360	1.360
Total State		1.360	1.360	1.360
County Operational		10.350	7.701	10.350
County Debt Service				
Quay County Hospital		1.500	1.500	1.500
Total County		11.850	9.201	11.850
Municipal Operational		0.000	0.000	0.000
Municipal Debt Service		0.000	0.000	0.000
Total Municipal		0.000	0.000	0.000
School District Operational	(2)	0.500 (2)	0.436 (3)	0.500 (3)
School District Debt Service	(2)	5.227 (2)	3.707 (3)	3.707 (3)
School Dist. Cap. Improvement	(2)	2.000 (2)	2.000 (3)	2.000 (3)
House Bill 33, School Building	(2)	0.000 (2)	0.000 (3)	0.000 (3)
School Dist. Ed. Tech. Debt Svc	(2)	0.000 (2)	0.000 (3)	0.000 (3)
Total School District		7.727	6.143	6.207
Total State, County, Municipal, & School District		20.937	16.704	19.417
Other:				
Mesalands Community College				
Total Other		0.000	0.000	0.000
GRAND TOTAL		20.937	16.704	19.417

Where Applicable:

Cattle Indemnity	10.000
Sheep/Goats/Swine/Alpaca	10.000
Dairy Cattle	5.000
Bison/Camelids/Ratite	9.972
Horses/Asses/Mules	6.965

QUAY COUNTY  
PROFESSIONAL SERVICES CONTRACT

This contract is entered into this 1<sup>st</sup> day of July, 2017, by and between the COUNTY of Quay, hereinafter referred to as "COUNTY", and Presbyterian Medical Services, hereinafter referred to as "CONTRACTOR".

ARTICLE 1. SCOPE OF WORK

- A. The CONTRACTOR shall operate a primary care clinic (the "Clinic") in Tucumcari, New Mexico and shall recruit, provide and retain health care personnel to ensure adequate availability of primary health care services at the Clinic. This Contract is only for the provision of primary health care and shall be restricted to expenditures for those purposes and in accordance with the budget in Attachment I. Such provision of health care personnel may be through direct employment or subcontracting by the CONTRACTOR. All candidates must be licensed or certified in the State of New Mexico or be eligible for licensing in accordance with the applicable laws and regulations of the appropriate professional boards.
- B. The CONTRACTOR shall recruit, provide and retain, either directly as employees or through a subcontract, any other personnel necessary for the operation of the Clinic. Whenever possible, as qualifications allow, the CONTRACTOR shall employ or subcontract with residents of the COUNTY.
- C. The CONTRACTOR shall provide not less than a "minimum level of primary health care services" which includes basic primary medical care services provided to the general population by a physician or midlevel practitioner.
- D. The CONTRACTOR shall provide to the COUNTY a copy of policies and procedures which assure that no person will be denied services because of ability to pay. The policies and procedures should address the needs of medically indigent persons below the federal poverty level guidelines who are not covered by third party payers, as well as those between 100% and 200% of the federal poverty level who do not have third party coverage. The CONTRACTOR shall post a notice in a conspicuous location in the patient waiting area that a sliding fee discount is available to eligible persons with income up to 200 percent of the federal poverty level who are not covered by third party payers. A copy of the sliding fee schedule shall be provided to the COUNTY no later than November 15<sup>th</sup> of the current calendar year.
- E. The CONTRACTOR shall assess all patients without third party coverage for Medicaid eligibility and participate, as appropriate, in on-site Medicaid eligibility determination and presumptive eligibility.
- F. The CONTRACTOR shall review Medicaid and Medicare reimbursement to assure maximization of generated revenues. The CONTRACTOR shall provide a monthly report to the COUNTY showing the number of patient encounters, charges by source

and revenues by source. Revenues from Medicaid and Medicare shall reflect all payments including any cost settlements with the State or Federal Government. This monthly report shall also delineate any other revenues and the amounts received, including Federal Section 330 funds, other Federal or State grants, County indigent funds, interest earnings, donations and all other sources of revenue for the Clinic or its services. This monthly report shall be provided no later than the tenth of each month for the preceding month. In addition, the following reports need to be provided by August 1<sup>st</sup> of each fiscal year:

1. Detailed narrative Quality Improvement/Assurance Plan
  2. Contract Action Plan
  3. Annual Projected Level of Operations for the clinic
  4. Health Outcome Measures summary report for the clinic.
- G. The CONTRACTOR shall bill and collect payments for all billable patient care services. The CONTRACTOR shall maintain records to identify patient care encounters and collections including revenue source. The CONTRACTOR shall implement billing systems that will maximize collections of patient revenues.
- H. The CONTRACTOR shall maintain medical records at the Clinic and comply with all State and Federal regulations governing the maintenance and confidentiality of medical records.
- I. The CONTRACTOR shall maintain personnel records on all employees and conduct at least annual performance reviews. The CONTRACTOR shall also perform an annual performance review of any provider retained through contractual arrangements.
- J. The CONTRACTOR shall collaborate with all local health organizations, public or private providers to avoid duplication of services and to promote maximum efficiency.
- K. The CONTRACTOR shall submit a detailed invoice to the Quay County Manager's Office by the tenth day of every month, reflecting the total allowable expenses incurred for the previous month.
- L. The CONTRACTOR shall maintain appropriate licenses for the Clinic and staff.
- M. Contractor, at its own expense, shall carry and maintain in full force and effect during the Term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage in an amount no less than \$1 million per occurrence/\$2 million aggregate. Contractor shall provide proof of such insurance coverage upon request of COUNTY at any time before, during or after the Term of this Agreement. Contractor will immediately notify COUNTY of cancellation of insurance coverage for any reason. Contractor also warrants that Contractor has and will maintain professional liability (i.e. "malpractice") insurance in a coverage

amount no less than what is required by New Mexico law based on Contractor's professional licensure status.

- N. The CONTRACTOR shall supply personnel, supplies, equipment and any other clinic needs at the CONTRACTOR'S expense in accordance with the budget attached to this Contract Attachment I.
- O. The CONTRACTOR shall identify Quay County as a funding source of the Clinic. The CONTRACTOR shall post notice of this funding source in a conspicuous location in the patient waiting area.
- P. The CONTRACTOR shall submit to the COUNTY by August 1<sup>st</sup> of the current calendar year a plan for the clinic which includes the following:
  - 1. Estimated level of services for primary health care, including staffing, hours of operation, after hour coverage and other relevant information.
  - 2. Detailed information on ancillary services to be provided including lab, x-ray, pharmacy and any other ancillary services, including information on what services will be provided at the Clinic facility.
  - 3. Detailed information on any specialty clinics to be provided at that Clinic facility and the hours of services.
  - 4. An explanation of the referral relationships with EM, hospitals, dental and other care services.
  - 5. An explanation of how integration and coordination with all public and private providers will be accomplished.
  - 6. A plan for increasing the Clinic utilization.
  - 7. An explanation of proposed outreach activities to increase awareness of the Clinic's services.
  - 8. Evaluation methods to determine the effect of the Clinic activities on the overall health of residents in the COUNTY.

## ARTICLE 2. COMPENSATION

For services satisfactorily performed pursuant to the Scope of Work, the CONTRACTOR shall be reimbursed by the COUNTY a total amount not to exceed \$87,200.00. Allowable reimbursable cost shall be only as outlined in the Budget, which is hereby made a part of this Contract as Attachment I.

### ARTICLE 3. PAYMENT

Payment under this contract shall be on the basis of reimbursement of costs incurred and allowable under the cost categories identified in the Budget, Attachment I. Cost claimed for reimbursement must be substantiated. The CONTRACTOR shall submit to the COUNTY at the close of each month, an invoice reflecting the total allowable costs incurred during the preceding month. Source documentation of the actual expenditures reimbursed shall be made available to the COUNTY without notice in accordance with the Article II, Records and Financial Audit of this Contract, for inspection.

### ARTICLE 4. TERM

This Contract shall be effective July 1, 2017 and shall terminate on June 30, 2021. This Agreement shall renew automatically for additional one year periods until terminated in accordance with the provisions hereof.

### ARTICLE 5. TERMINATION

- A. The COUNTY may, by written notice to the CONTRACTOR, terminate the whole or any part of this Contract in any one of the following circumstances:
1. Either the COUNTY or CONTRACTOR may terminate this Contract without cause upon ninety (90) days written notice to the other party.
  2. If the CONTRACTOR fails to comply with any terms, conditions, requirement or provisions of this Contract, the COUNTY shall notify the CONTRACTOR in writing and, should the CONTRACTOR not remedy such failure within a period of time specified in writing by the COUNTY, the Contract may be terminated immediately following the end of the time period for remedial action.
  3. If, during the term of this Contract, the CONTRACTOR or any of its offices, employees or agents commit client abuse, neglect or exploitation, malpractice, fraud embezzlement or other serious misuse of funds, the COUNTY may terminate this Contract immediately upon written notice to the CONTRACTOR.
  4. The COUNTY may terminate this Contract pursuant to the Appropriations Article of this Contract.
- B. By the methods of termination provided in this subsection, neither party may mollify obligations already incurred for the performance or failure to perform prior to the date of termination.

## ARTICLE 6. TERMINATION MANAGEMENT

If this contract is terminated pursuant to the provisions of this Contract or if the parties mutually agree to discontinue their contractual relationship or upon expiration of the term of the Contract, immediately upon receipt by either the COUNTY or the CONTRACTOR of written notice of termination the CONTRACTOR shall: 1) Not incur any further obligations for salaries, services or any other expenditure of funds under this Contract without the written approval of the COUNTY. 2) Not make any new purchases. 3) Comply with all directives issued by the COUNTY in the notice of termination as to the performance of work under this Contract. 4) Take such action as the COUNTY shall direct for the protection, preservation, retention or transfer of all property listed to the COUNTY and contact records generated under this Contract. 5) On the date of termination of this Contract, the CONTRACTOR shall furnish to the COUNTY: a) a complete detailed inventory of nonexpendable COUNTY property as defined in the Property Article of this Contract and b) a final closing of the financial records and books of accounts which were required to be kept by the CONTRACTOR under the provision of this Contract regarding financial records.

## ARTICLE 7. STATUS OF CONTRACTOR

The CONTRACTOR and its agents and employees are independent CONTRACTORS performing professional services for the COUNTY and are not employees of the COUNTY. The CONTRACTOR and its agents and employees shall not, as a result of this agreement, accrue leave, retirement, insurance, bonding, use of state vehicles or any other benefits afforded to employees of the COUNTY.

## ARTICLE 8. ASSIGNMENT

The CONTRACTOR shall not assign to transfer any interest in this Contract or assign any claims for money due or to become due under this Contract without the prior written approval of the COUNTY.

## ARTICLE 9. SUBCONTRACTING

The CONTRACTOR shall not subcontract any portion of the services to be performed under this Contract without the prior written approval of the COUNTY. The CONTRACTOR must provide a copy of all approved subcontracts and any amendments to the COUNTY.

## ARTICLE 10. RECORDS AND FINANCIAL AUDIT

The CONTRACTOR shall maintain detailed time records which indicate the date, time and nature of services rendered during the Contract term and retain them for a period of three (3) years from date of final payment under the Contract. The records shall be

subject to inspection by the COUNTY, the State of New Mexico Department of Finance and Administration, the State Auditor and its agents. The COUNTY shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the COUNTY to recover excessive or illegal payments.

#### ARTICLE 11. AUDIT REQUIREMENTS

- A. If the total compensations received under this Contract exceed \$20,000, the CONTRACTOR shall determine the extent of and make arrangements for auditing fiscal and performance compliance.
- B. If the CONTRACTOR receives at least \$25,000 in federal funds under this or any combination of state contracts, the CONTRACTOR shall determine the extent of and make arrangements for auditing fiscal and performance compliance in accordance with the requirements of Federal Office of Management and Budget Circulars A-128, A-133 and the Single Audit Act.
- C. All audits performed under the requirement of paragraphs A and B above shall be done at the CONTRACTOR'S expense. The CONTRACTOR shall make arrangements to have its audit completed by not later than six (6) months after the end of the CONTRACTOR'S fiscal year. Within fifteen (15) days of completion, the CONTRACTOR shall send two (2) copies of the audit report and management letter to the COUNTY.

#### ARTICLE 12. STANDARDS FOR LICENSING

The CONTRACTOR shall comply with all applicable state and federal laws and regulations concerning professional and health facility licensing and certification requirements and any other applicable legal requirements.

#### ARTICLE 13. DISCLOSURE OF INFORMATION

- A. It shall be the responsibility of the CONTRACTOR to protect the identity, directly or indirectly, of individual clients receiving services provided through this Contract. For purposes of COUNTY audits, research or program evaluation, client records shall be disclosed to the COUNTY under the following circumstances: 1) If the client gives written consent for disclosure, (2) If all identifying information excluded from the client's record or (3) If disclosure is pursuant to any applicable laws or regulations.
- B. The CONTRACTOR agrees to retain the client records of all clients served during the term of this Contract and also for a period of at least three years from the last date client services provided unless the client records are transferred to another custodian of the records pursuant to the Termination Management Article of this Contract. Retention or disposal of the client records following the three year period remains within the discretion of the CONTRACTOR.

#### ARTICLE 14. PROGRAM EVALUATIONS

- A. In order to monitor the performance of services and compliance with the provisions of this Contract by the CONTRACTOR, employees of the COUNTY and/or State and Federal agencies which have provided funds under this Contract or their duly authorized representatives, shall visit the offices of the CONTRACTOR when necessary to examine the CONTRACTOR'S operations and records. Client record shall be reviewed in accordance with the Disclosure of Information Article.
- B. Site visits shall be conducted by the COUNTY and follow-up site visits shall be conducted when appropriate. Advance notice of the annual site visit shall be provided by the COUNTY to the CONTRACTOR except when exigent circumstances exist. Follow-up site visits and other visits may be made by the COUNTY without advance notice to the CONTRACTOR.

#### ARTICLE 15. RELEASE

The CONTRACTOR, upon final payment of the amount due under this Contract, released the COUNTY, its officers and employees and the State of New Mexico from all liabilities, claims and obligations not assumed herein by the COUNTY or the State of New Mexico, unless the CONTRACTOR has express written authority to do so, and then only within the strict limits of that authority.

#### ARTICLE 16. IMDEMNIFICATION

The Contractor will indemnify and hold harmless the COUNTY, including payment of costs and attorney fees, against all claims, suits, liability or damages which may be brought, found or levied against the COUNTY as a result or arising out of the services and actions of CONTRACTOR under this contract.

#### ARTICLE 17. GENERAL AND PROFESSIONAL LIABILITY

As between the parties, each part will be responsible for liability arising from personal injury or damage to people or property occasioned by its agents or employees in the performance of this agreement, subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act (Section 41-4-1, et seq. NMSA 1978).

#### ARTICLE 18. PRODUCT OF SERVICES COPYRIGHT

All materials developed or acquired by the CONTRACTOR under this Contract shall become the property of the State of New Mexico and shall be delivered to the COUNTY no later than the termination date of this Contract. Nothing

produced in whole or in part, by the CONTRACTOR under the Agreement shall be the subject of an application for copyright or on behalf of the CONTRACTOR.

#### ARTICLE 19. CONFLICT OF INTEREST

The CONTRACTOR warrants that the presently has no interest and shall not acquire any interest, direct or indirect which would conflict in any manner or degree with the performance of services required under this Contract.

#### ARTICLE 20. AMENDMENT

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

#### ARTICLE 21. SCOPE OF AGREEMENT

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

#### ARTICLE 22. APPLICABLE LAW

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

#### ARTICLE 23. APPROPRIATIONS

The performance of this CONTRACT is subject to the condition precedent that sufficient funds are appropriated, authorized, and allocated by the Legislature of the State of New Mexico and/or by the federal government. If sufficient appropriations, authorizations, are not made by the Legislature of the State of New Mexico and/or by the federal government, necessitating a decrease in the amount of CONTRACT funds available for expenditure by the COUNTY, this CONTRACT may be terminated or unilaterally amended to a lower amount of funds upon written notice by the COUNTY to the CONTRACTOR. If the COUNTY proposes a CONTRACT amendment to unilaterally reduce CONTRACT funding, the CONTRACTOR shall have the option to terminate the CONTRACT upon thirty (30) days written notice to the COUNTY, or re-negotiate a reduced scope of service.

The decision of the COUNTY as to the amount of the CONTRACT funds available for expenditure from the appropriation and/or allocations shall be final and binding on the CONTRACTOR.

#### ARTICLE 24. BONDING

Each person employed by the CONTRACTOR who handles funds under this Contract, including persons authorizing payment of such funds, shall be covered by the terms of a fidelity bond providing for indemnification of losses occasioned by (1) any fraudulent or dishonest act or acts committed by any of the CONTRACTOR'S employees, either alone or in collusion with others and (2) failure of the CONTRACTOR or any of its employees to perform faithfully his duties or to account properly for all monies and property received by virtue of this position of employment. This fidelity bond shall be in the amount of not less than Ten Thousand dollars (10,000.00).

#### ARTICLE 25. PROPERTY

Title to all property furnished by the COUNTY shall remain in the COUNTY. Title to all property acquired by the CONTRACTOR, including acquisition through lease-purchase Contract, for the cost of which the CONTRACTOR is to be reimbursed as a direct item of cost under the Contract shall immediately vest in the COUNTY upon delivery of such property to the CONTRACTOR. Title to other property, the costs of which is to be reimbursed to the CONTRACTOR, under this Contract, shall immediately vest in the COUNTY upon (1) issuance for use of such property in the performance of this Agreement or (2) use of such property in the performance of this Agreement or (3) reimbursement of the cost thereof by the COUNTY, whichever first occurs.

Title to the COUNTY property shall not be affected or lose its identity by reason of affixation to any realty or attachment at law.

The CONTRACTOR shall maintain a property inventory and administer a program of maintenance, repair and protection of COUNTY property so as to assure its full availability and usefulness for performance under this Contract.

In the event the CONTRACTOR is indemnified, reimbursed or otherwise compensated for any loss or destruction of, or damage to COUNTY property during the period of this Contract, it shall use the proceeds to repair or replace the COUNTY property.

#### ARTICLE 26. EQUAL EMPLOYMENT OPPORTUNITY

The CONTRACTOR hereby agrees to comply with the Civil Rights Act of 1964 (42 U.S.C.200d, et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681, et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794 et seq.), Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.), the Americans with Disabilities Discrimination Act of 1975 (42 U.S.C. 12150 et seq.)

and all other applicable federal and state laws and regulations. These laws and regulations prohibit discrimination on the grounds of race, color, national origin, sex, age, religion, sexual preference, medical condition, handicap or disability. The CONTRACTOR also agrees to comply with all relevant rules, regulations, and orders of the U.S. Secretary of Labor.

The agreement is binding on the CONTRACTOR, its successor, transfers, assignees and subcontractors as long as they receive funding or other assistance originating from the COUNTY or retain possession of any property belonging to the COUNTY.

#### ARTICLE 27. POLITICAL ACTIVITY

No funds hereunder shall be used for any partisan activity or to further the election or defeat of any candidate for public office.

#### ARTICLE 28. LOBBYING

The CONTRACTOR shall not use any funds received under this Contract for the purpose of hiring a lobbyist or lobbyists to engage in the lobbying on its behalf as defined in the Lobbyist Regulation Act, Section 2-11-1, et seq. NMSA 1978.

#### ARTICLE 29. PENALTIES

The Procurement Code Sections 13-1-28 to 13-1-199, NMSA 1978, imposes both criminal and civil penalties for violation of its provisions, New Mexico statutes impose criminal penalties where bribes, gratuities or kickbacks have been solicited, given or received in contracts involving public money.

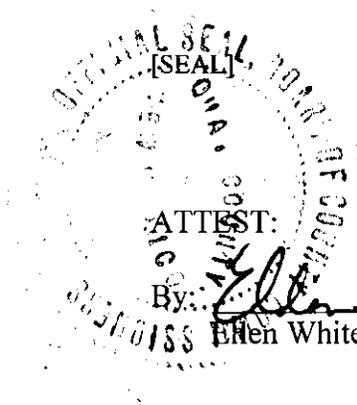
SIGNED BY:

BOARD OF COUNTY COMMISSIONERS, QUAY COUNTY, NEW MEXICO

By: Franklin McCasland 9-11-17  
Franklin McCasland, Chairman Date

By: Sue Dowell 9-11-17  
Sue Dowell, Member Date

By: Mike Cherry 9-11-17  
Mike Cherry, Member Date



ATTEST:  
By: Ellen White 9-11-17  
Ellen White, County Clerk Date

PRESBYTERIAN MEDICAL SERVICES:

By: \_\_\_\_\_  
President Date

Attachment I  
Budget

Total expenditures for this Contract shall not exceed \$87,200.00 and shall be only for the purpose of provision of primary health care services for the Tucumcari clinic and shall not include purchases of equipment or other capital items.

Baseline Reports	\$ 9,500.00
Health Outcome Measures	\$ 8,400.00
Monthly Operations and Services	\$ 5,775.00
Total Contract Amount	\$ 87,200.00
Quay County Administrative Fees	\$ 5,000.00
Total Grant RPHCA Funding	\$ 92,200.00

August 31, 2017

Quay County Sheriff's Office monthly report.

Calls for Service

Month Reported	Count
January	81
February	98
March	102
April	82
May	69
June	68
July	84
August	92
September	0
October	0
November	0
December	0

Civil Process

Month Received	Count
January	87
February	121
March	189
April	124
May	151
June	76
July	78
August	76
September	0
October	0
November	0
December	0

Prisoner Transports

Month Reported	Count
January	17
February	17
March	18
April	11
May	10
June	11
July	14
August	15
September	0
October	0
November	0
December	0

Arrest

Month Arrested	Count
January	13
February	19
March	15
April	16
May	14
June	6
July	15
August	7
September	0
October	0
November	0
December	0

Citations

Month Issued	Count
January	27
February	30
March	10
April	5
May	3
June	4
July	21
August	13
September	0
October	0
November	0
December	0

Traffic Stops

Month Occurred	Count
January	58
February	50
March	39
April	24
May	10
June	25
July	38
August	40
September	0
October	0
November	0
December	0

	Year	Total Mileage
Seven full time Law Enforcement Deputies.	Q-1 16 UNIT -7213	19034
1 Sheriff	Q-2 16 UNIT -6749	68111
1 Under Sheriff	Q-3 10 UNIT -8905	70269
5 Deputies	Q-4 10 UNIT -0425	104787
	Q-5 07 UNIT -9874	114918
	Q-6 14 UNIT -0262	33836
	Q-7 13 UNIT -7693	124948

Russell Shafer, Sheriff