



**QUAY COUNTY GOVERNMENT**

300 South Third Street

P.O. Box 1246

Tucumcari, NM 88401

Phone: (575) 461-2112

Fax: (575) 461-6208

**AGENDA  
REGULAR SESSION  
QUAY COUNTY BOARD OF COMMISSIONERS  
MAY 9, 2022**

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

Pledge of Allegiance

Approval of Minutes-Regular Session April 25, 2022

Approval/Amendment of Agenda

**Public Comment**

**Ongoing Business**

**New Business**

- I. Beth Schatz, Stantec Senior Project Engineer**
  - Request Approval of **Bid Recommendation Package Quay Roads 63 & AP**
- II. C. Renee Hayoz, Presbyterian Medical Services Administrator**
  - Presentation of **RPHCA Monthly Reports**
  - Request Approval of **Presbyterian Medical Services 2022 Professional Medical Service Agreement Detention**
- III. Warren Frost, Attorney**
  - Request Approval Discussion/Appointment of **Ute Pipeline Representative**
- IV. Lucas Bugg, Quay County Fire Marshal**
  - Request Approval of **Curry County Mutual Aid Agreement 2022**
- V. Cheryl Simpson, Quay County Finance Director**
  - Request Approval of **FY23 Memorandum of Agreement with Department of Health for Rural Primary Health Care Act (RPHCA) Services**
- VI. Larry Moore, Quay County Road Superintendent**
  - **Road Update**
- VII. Daniel Zamora, Quay County Manager**
  - Request Approval to **Reschedule June 6, 2022 Commission Meeting**
  - **Correspondence**



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Fee: (No FieldTag Finance.TotalFees found)

Quay County, NM Ellen White - County Clerk, County Cle

Pages: 25



**VIII. Request Approval of Accounts Payable**

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

**X. 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

**XI. Franklin McCasland, Quay County Commission Chairman**

- Proposed action, if any, from Executive Session

**Adjourn**

*Lunch-Time and Location to be Announced*

## REGULAR SESSION-BOARD OF QUAY COUNTY COMMISSIONERS

May 9, 2022

9:00 A.M.

BE IT REMEMBERED THE HONORABLE BOARD OF QUAY COUNTY COMMISSIONERS met in regular session the 9<sup>th</sup> day May, 2022 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  
Jerri Rush, Member  
Robert Lopez, Member  
Veronica Marez, Chief Deputy County Clerk  
Daniel Zamora, County Manager

### OTHERS PRESENT:

Cheryl Simpson, Quay County Finance Director  
Lucas Bugg, Quay County Fire Marshall  
Larry Moore, Quay County Road Superintendent  
Paul Lucero, Quay County Emergency Manager  
Janie Hoffman, Quay County Assessor  
Richard Primrose, Quay County Consultant  
C. Renee Hayoz, Presbyterian Medical Services Administrator  
Ron Warnick, Quay County Sun  
Franklin Gibson, County Commission District 3 Primary Election Candidate  
Kent Terry, County Commission District 3 Primary Election Candidate  
Brian Fortner, County Commission District 3 Primary Election Candidate  
Warren Frost, Quay County Attorney  
Larry Wallin, Former Village of Logan Manager  
Joe Pat Szaloy, Resident

Attended Via Zoom:  
Beth Schatz, Stantec Project Engineer

Chairman McCasland called the meeting to order. Kent Terry led the Pledge of Allegiance.

A MOTION was made by Robert Lopez SECONDED by Jerri Rush to approve the April 25, 2022 regular session minutes. MOTION carried with Rush voting "aye", Lopez voting "aye" and McCasland voting "aye".

A MOTION was made by Jerri Rush SECONDED by Robert Lopez to approve the Agenda as presented. MOTION carried with Rush voting "aye", Lopez voting "aye" and McCasland voting "aye".

## Public Comments:

Joe Pat Szaloy once again, expressed his concern over the speed and lack of patrolling and regulated speeds on East Maple Avenue.

Franklin Gibson, Quay County District 3 Primary Election Candidate, voiced his concern over funding the Chamber of Commerce in the amount requested in the previous meeting.

Janie Hoffman, the NMC Board meeting was held last Friday. The following items of interest were presented:

- NMC Director, Steve Kopleman is retiring at the end of this year.
- Joy Esparsen will be taking over as the new NMC Director.
- Brian Moore will not be renewing his contract with NMC as a lobbyist.
- NMC Summer Conference is set for June 15-17, noting the NMC was very apologetic to the County Clerks with regards to the Election Canvass being at the same time
- NMC will be leasing out a portion of their building.
- The NMC recently received their annual audit with no findings.
- Membership fees will rise 10% this next year.

## NEW BUSINESS:

Beth Schatz, Stantec Project Engineer, requested approval of the quote recommendation package from Desert Fox, LLC for a total quote of \$968,628.61 (Quay Roads 63 & AP). The quote will be broken into two bid lots with the request for approval of the 1<sup>st</sup> bid in the amount of \$543,763.78. Schatz stated the 2<sup>nd</sup> bid lot will be in the amount of \$424,864.83, pending additional funding sources available to the County. A MOTION was made by Robert Lopez, SECONDED by Jerri Rush to accept the recommendation and approve Desert Fox, LLC as the successful quote. MOTION carried with Lopez voting "aye", Rush voting "aye" and McCasland voting "aye". A copy of the Quote Sheet is attached.

Renee Hayoz, Presbyterian Medical Services Administrator provided a copy of the monthly RPHCA Reports for April. Copies are attached to these minutes.

Hayoz presented the 2022 Professional Medical Service Agreement for the Quay County Detention Center. Hayoz expressed a desire to add a component in the future for Behavioral Health. Zamora stated this Agreement being presented today is for a shorter term than normal to allow for a new Agreement to facilitate Behavioral Health services in the near future. A MOTION was made by Jerri Rush, SECONDED by Robert Lopez to approve the Agreement. MOTION carried with Rush voting "aye", Lopez voting "aye" and McCasland voting "aye". A copy is attached to these minutes.

Hayoz reminded everyone of the Women's Day Clinic being held tomorrow, May 10, 2022. Hayoz also noted the Clinic is continuing to provide the 4<sup>th</sup> dose Covid Vaccine every two weeks.

Warren Frost, Quay County Attorney, requested the Commission consider appointing Larry Wallin, former Village of Logan Manager, as the representative from our County to represent the interests of Quay County regarding the Ute Pipeline (Eastern NM Rural Water Authority). Frost

explained activities regarding the water in Quay County is constantly at risk and increasing. Frost believes the County needs someone focused on these issues. Wallin, as previous Village of Logan Manager, has attended meetings and represented Quay County to this group for over 30 years. Commissioner Lopez agreed that someone needs to be constantly watching and welcomed Wallin to attend Commission meetings regularly with updates. Chairman McCasland thanked Wallin for being willing to represent the people of Quay County. Commissioner Rush reported she is not familiar enough with this to make a decision. A MOTION was made by Robert Lopez, SECONDED by Chairman McCasland to approve Wallin as the Representative for Quay County. MOTION carried with McCasland voting "aye", Lopez voting "aye" and Rush "abstained".

Lucas Bugg, Quay County Fire Marshall, requested approval of a Mutual Aid Agreement between Quay County and Curry County. A MOTION was made by Jerri Rush, SECONDED by Robert Lopez to approve. MOTION carried with Rush voting "aye", Lopez voting "aye" and McCasland voting "aye". A copy is attached.

Cheryl Simpson, Quay County Finance Director, requested approval of the FY23 Memorandum of Agreement with Department of Health for Rural Primary Health Care Services (RPHCA). A MOTION was made by Robert Lopez, SECONDED by Jerri Rush to approve the Agreement. MOTION carried with Lopez voting "aye", Rush voting "aye" and McCasland voting "aye". A copy is attached to these minutes.

Quay County Road Superintendent, Larry Moore provided the following road updates:

- Blade Reports were distributed.
- TPF Projects are being worked on for the upcoming meeting with NRPO.
- Crews have filled potholes on Quay Road 63, and are assisting with blading on fires.
- Reported Michael Sandoval of the State Transportation Department is retiring.

Quay County Manager, Daniel Zamora presented the following items for approval and additional correspondence:

- Requested approval of the Public Notice to re-schedule the Board of Commissioners meeting set for Monday, June 6, 2022 to Monday, June 13 for the purpose of canvassing the 2022 Primary Election. A MOTION was made by Jerri Rush, SECONDED by Robert Lopez to approve the meeting change. MOTION carried with Rush voting "aye", Lopez voting "aye" and McCasland voting "aye".
- Regarding the Hermits Peak Fire, the City of Tucumcari has provided support by sending a fire engine with 2 crew members to assist. As well, Paul Lucero, Quay County Emergency Manager provided hands on assistance at the Emergency Operations Center in Santa Fe.

A MOTION was made by Robert Lopez, SECONDED by Jerri Rush to approve the expenditures included in the Accounts Payable Report ending May 4, 2022. MOTION carried with Rush voting "aye", Lopez voting "aye" and McCasland voting "aye".

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

Quay County Chief Deputy County Clerk, Veronica Marez reminded everyone that Early and Absentee Voting will begin on Tuesday, May 10, 2022.

A MOTION was made by Jerri Rush, SECONDED by Robert Lopez to go into Executive Session pursuant to the following item(s):

- Section 10-15-1(H)7; Pertaining to Pending or Threatened Litigation.

THE MOTION carried with Rush voting "aye", Lopez voting "aye" and McCasland voting "aye".

Time noted 9:35 a.m.

---Executive Session---

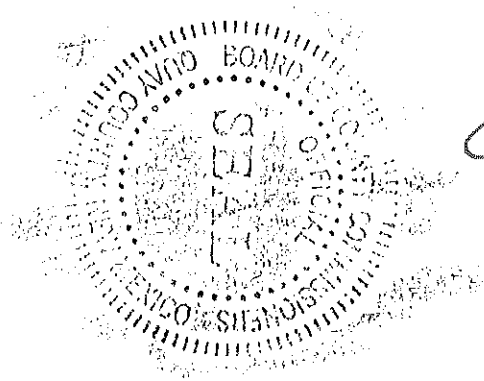
Return to regular session. Time noted 10:50 a.m.

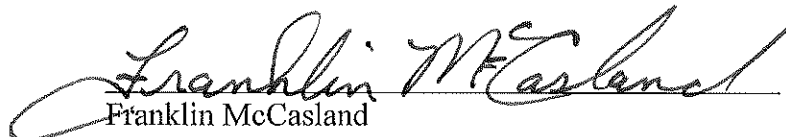
Chairman McCasland reported No Action from Executive Session.

There being no further business, a MOTION was made by Jerri Rush SECONDED by Robert Lopez to adjourn. MOTION carried with Rush voting "aye", Lopez voting "aye" and McCasland voting "aye". Time noted 10:55 a.m.

Respectfully submitted by Veronica Marez, Chief Deputy County Clerk.

BOARD OF QUAY COUNTY COMMISSIONERS



  
Franklin McCasland

  
Robert Lopez

  
Jerri Rush

ATTEST:

  
Ellen L. White, County Clerk



Stantec Consulting Services Inc.  
6100 Seagull Street NE, Suit 102B – Albuquerque, NM 87109

April 26, 2022

**Attention: Daniel Zamora, County Manager**  
Quay County  
300 South 3<sup>rd</sup> Street  
Tucumcari, NM 88401

**Reference: Quay County**  
**Quay Road 63 and Quay Road AP Improvements**  
**NMDOT No. CN-C4193380**  
**Stantec Project No. 181710759**

Dear Mr. Zamora and Commissioners,

Quotes were received on September 2, 2021, at 2:00 p.m. by email. A total of two quotes were received. Reports and documents for the referenced project are attached.

This project will be procured through Cooperative Education Services (CES), the selected contractor for the work must be an approved CES vendor as listed in the current edition CES Vendor Listing (Bluebook).

The lowest quote was received from Desert Fox, LLC, of Bosque Farms, NM in the amount of \$810,084.25 plus gross receipts tax (6.6875%); for a total quote of \$864,258.63. The County selected Desert Fox, LLC to perform the work.

Quay County at that time (September 2021) did not have sufficient funding for the construction of this project in its entirety. On February 28, 2022, Quay County requested Stantec contact Desert Fox, LLC to submit a revised quote for the project based on revised plans.

The project was separated into two (2) lots in order to construct a portion of the project with available funding.

Stantec received an updated quote from Desert Fox, LLC, of Bosque Farms, NM on April 22, 2022, for two lots:

Bid Lot	Quote	NMGRT 6.6875%	Total
Bid Lot 1	\$509,679.00	\$34,084.78	\$543,763.78
Bid Lot 2	\$398,233.00	\$26,631.83	\$424,864.83
<b>Total Project Cost</b>			<b>\$968,628.61</b>

The quote received by Desert Fox LLC received on April 22, 2022, complies with contract requirements and Desert Fox, LLC is qualified to perform the required work. Therefore, it is our recommendation the County issue a Purchase Order through CES for Lot 1 in the amount of \$543,763.78 to Desert Fox, LLC.

Sincerely,

Beth Schatz, PE  
Phone: 505-349-0466  
Beth.schatz@stantec.com

Attachment: Reports and Documents  
Desert Fox LLC Quote  
NMDWFS Wage Determination

## PROFESSIONAL MEDICAL SERVICE AGREEMENT

This agreement is made the 9th day of May, 2022 between Quay County, New Mexico, hereinafter referred to as "County", and Presbyterian Medical Services, hereinafter referred to as "Contractor".

WHEREAS, Contractor is qualified to provide certain health care services to Quay County Detention Center adults and,

WHEREAS, the County does not have sufficient existing staff to provide such services, and

WHEREAS, it would be in furtherance of the public security and welfare for the Contractor to provide the services as set forth herein.

NOW, THEREFORE, it is agreed as follows:

1. **Services.** Contractor shall provide basic medical assessments and evaluations for detainees at the Quay County Detention Center. Contractor shall make referrals as necessary.
2. **Payment.** Payment of the County of the Contractor's compensation shall be paid monthly upon receipt of invoice. Contract will be reviewed and/or approved on a yearly basis by both parties.  
See Attachment.
3. **Status and Term.** Contractor shall perform services as an independent Contractor and is not authorized to act as an agent of Quay County. Contractor will not be entitled to any fringe benefits available to employees of Quay County. Contractor will be obligated to pay all taxes on compensation received pursuant to this agreement. Services shall be coordinated with the Quay County Detention Administrator. This agreement shall be terminated by either party upon 30-day written notice. However, Quay County reserves the right to terminate this contract prior to its stated termination date if determined that the Medical Service Provider's services are unacceptable. This determination is at the sole discretion of the Quay County Board of Commissioners. Termination on these grounds require no advance notice. Quay County will indemnify and hold harmless the Contractor from all claims, losses and liabilities arising out of this agreement except those resulting from the Contractor's own negligence/intentional acts or omissions.

This agreement shall remain in full force and effective for a period of two (2) years beginning December 14<sup>th</sup>, 2021.

4. **Employees of Contractor.** All persons retained by the Contractor to render the services required by this agreement shall be employees of the Contractor and shall be



solely responsible for their acts, their compensation and all taxes associated with their employment of the Contractor.

5. **Confidentiality**. Any confidential information to or developed by the Contractor in the performance of this agreement shall be kept confidential and shall not be made available to any individual or organization, except when required by law, without the prior written approval of Quay County or the detainee as the case may be.
6. **Assignment or Transfer**. Contractor shall not assign or transfer any interest in this agreement or assign any claims for money due under this agreement without prior written approval of the County. Contractor may, with the approval of the Quay County Detention Administrator, assign another medical professional to provide services if the Contractor is unavailable.
7. **Deliverables**. Attachment to contract is a list of deliverables from both parties 'County' and 'Contractor'.
8. **Entire Agreement**. This contract contains the entire agreement between both parties and shall not be modified in any manner except by an instrument in writing by the parties hereto their respective successors in interest.
9. **Governing Law**. The contract shall be governed by the laws of New Mexico. In the event legal proceedings are instituted to enforce its terms, the prevailing party shall be entitled to reasonable attorney fees and costs.

PASSED, APPROVED AND ADOPTED this 9th day of May, 2022.

CONTRACTOR:


PRESBYTERIAN MEDICAL SERVICES


\_\_\_\_\_  
Steve Hansen, President

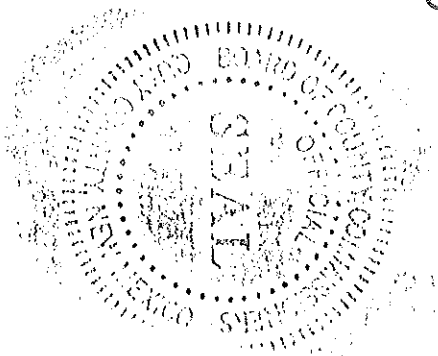
COUNTY:

BOARD OF QUAY COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Franklin McCasland, Chairman

  
\_\_\_\_\_  
Robert Lopez, Member

  
\_\_\_\_\_  
Jerri Rush, Member



ATTEST:

  
\_\_\_\_\_  
Veronica Marz, Chief Deputy Clerk

Ellen White, Quay County Clerk

**PROFESSIONAL MEDICAL SERVICE AGREEMENT  
ATTACHMENT**

1. **Deliverables.**

**“County”**

- “County” will assign one medically trained staff member to train Detention staff on proper administration of medication to detainees.
- “County” will provide any necessary examination area and incidental supplies necessary for the examination to perform this agreement.
- Same staff member will ensure all County staff are following proper HIPAA guidelines.
- “County” will provide a medical liaison officer to assist in communicating with the Contractor.
- Only trained Detention staff will be allowed to assist “Contractor” with detainee appointments.
- Transportation to all offsite medical appointments are the responsibility of the “County”
- The appropriate trained Detention staff member will coordinate all visits from the provider.
- Only appropriately trained Detention staff have the authority to dispense medication to detainee population.
- “County” is responsible for keeping all documents of medically trained Detention staff and is responsible for all updates.
- “County” is responsible for all first aid kits being up to date and in compliance. These kits should be audited once a month by authorized Detention staff. It is the responsibility of the Detention staff to ensure that the “Contractor” approves all first aid kits once a year. Detention staff will keep on file all proper documentation in reference to the first aid kits.
- “County” will ensure that all after hour admittance have a proper clearance with the appropriate documentation on file for each resident.
- “County” is responsible for the proper disposal of biohazard materials.

**“Contractor”**

- “Contractor” will provide and supervise non-emergency care for the residents.
- “Contractor” will provide emergency treatment in his place of business during office hours on a priority basis. This will be billed and paid under #2 Payment.
- “Contractor” will provide two (2) visits to the Detention Center per week to render medical services by licensed staff, including physical examination, nursing and records supervision, and medical treatment to be scheduled in a manner which meets the requirements of the facilities and the professional and business obligations of the provider.

- “Contractor” will make referrals to the specialist and make appointments when specialized care is necessary as indicated from the medical exam by provider. Any referral will be managed for travel and payment by the County.
- “Contractor” will consult and provide assistance by telephone when requested as an on call noted under **#2 Payment**.
- “Contractor” will administer immunizations or treatment for exposure to contagious diseases to the Detention staff as required by law or regulation. The cost to be borne by Quay County.
- “Contractor” shall provide basic medical assessments and evaluations for detainees at the Detention Center. Such services shall be within 72 hours of incarceration, and make referrals as necessary.
- “Contractor” must provide proof of New Mexico License.
- “Contractor” will not treat any mental health patients without proper written release from the authorized mental health provider unless in an emergency.
- “Contractor” will provide his/her own transportation.
- “Contractor” will provide their own liability insurance certificate.

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

Any additional services will be considered and should be made part of the proposal.

#### **“Billings and Payment”**

- Payment of the County of the Contractor’s compensation shall be paid monthly upon receipt of an invoice.
- Payment #1 A minimum of Two (2), one (1) hour visits a week at \$200 a visit for 52 weeks as needed. Contractor agrees if they are contacted 2 hours in advance, not to come for visit as there are no patients, Contractor will not bill for that visit. Cost cap up to \$20,800 per year.
- Payment #2 Contractor will provide for a minimum of two (2) hours not to exceed four (4) hours a month of on-call during Contractor’s regular office hours at the rate of \$180 per hour. Cost cap up to \$8,640 per year.
- Contract payment total of \$58,880 invoiced monthly in 24 payments by the 5<sup>th</sup> of each month and reviewed monthly for approval by County for payment.
- All medication and any other services not outlined in this agreement will be at the “County” expense.

**QUAY COUNTY & CURRY COUNTY  
MUTUAL AID AGREEMENT 2022  
Fire Districts/Departments**

**THIS MUTUAL AID AGREEMENT** (*hereinafter* referred to as "Agreement"), is made and entered into this 10<sup>th</sup> day of May 2022 by and between Quay County & Curry County (*hereinafter*, "County", "Counties" or "Party", "Parties"), listed hereinafter, and by signature hereto, this agreement will be byand between each County and signed for.

**WHEREAS**, mutual aid agreements are authorized by NMSA 1978, § 59A-53-5.3(B) and 59A-53-17, and the Parties find that they each have the ability to provide mutual assistance to one another; and,

**THEREFORE**, the Parties mutually agree between each other to provide mutual assistance to one another across jurisdictional lines to provide fire protection and emergency support services, and that for and in consideration of the mutual covenants and agreements hereinafter contracted, IT IS AGREED as follows:

**1. Definitions**

Calling County: The calling county is the county requesting mutual aid under this Agreement.

Aiding County: The aiding county is county offering or providing mutual aid under this Agreement.

Chief Officer: The Chief Officer is the elected or appointed fire-command officer in each County or his/her subordinate or assigned officer.

**2. Purpose:**

The purpose of this Agreement is to establish, in writing, and agreement between the Counties for operations at fires and/or emergencies at which both counties participate, and for which mutual aid has been requested under this Agreement.

**3. Term, Amendment and Termination**

In order to provide continuity of services under this Agreement, each County is bound by this agreement, unless amendments are agreed to in writing between the Parties.

Termination of this Agreement by any County is effective only upon thirty (30) days prior written notice. All communications related to the termination of this Agreement shall be by and between the respective County Managers of each County and such communications may be in written or electronic form, including email or facsimile as follows and to:

Curry County Manager  
417 Gidding St., Suite 100  
Clovis, NM 88101  
(575) 763-3656 (FAX)  
[lpyle@currycounty.org](mailto:lpyle@currycounty.org)

and

Quay County Manager  
P.O. Box 1246  
Tucumcari, NM 88401  
(575) 461-6208  
[Daniel.zamora@quaycounty-nm.gov](mailto:Daniel.zamora@quaycounty-nm.gov)

#### 4. Method of Call

When the chief officer of the calling county recognizes the need for additional help at the scene of a fire or emergency or for area coverage due to full utilization of the call for departments/districts equipment, a telephone call or radio call shall be placed to the dispatcher's office of the aiding county. This call must describe the situation, exact location of the emergency, and specify the exact type of aid the calling department/district is requesting.

#### 5. Equipment and Response

Subject to the availability of personnel and equipment, the Fire Departments of Curry and Quay Counties render Mutual Aid to each other in emergency responses and preserving life and property, outside their geographic area and responsibility, to one another when the emergency situation exceeds the emergency response capacity and capabilities of the primary responding agency, or the requesting county.

Neither party is obligated to respond to support the other party or to provide equipment if the responding party or aiding county has priorities within their area and may not respond if such response would create a situation wherein the geographic responsibility of the responding or aiding county is left without support or is vulnerable to an emergency crisis of its own.

The chief officer of the aiding department/district will assess the coverage in their county and will then provide fire and emergency apparatus and personnel to the extent needed and reasonably available to assist the calling department/district without undermining the aiding department/district ability to respond to calls in its own fire district. In the event of additional needed resources from non-emergency services, *i.e.*, Road Department, the County Manager and Department Head will make the determination on what resources and equipment are available to assist at the time of the request.

Any party rendering aid to the other party under this Agreement may withdraw its assistance when it determines that it must return to provide fire protection or other emergency services within its own jurisdiction. Any party withdrawing its assistance will provide reasonable notice of its withdrawal. No party withdrawing assistance under this paragraph will be liable to the calling county or any other person, firm, corporation, or other legal entity for any claim or judgment for damages due to personal injury, death, or property damage allegedly arising out of the withdrawal of assistance.

Neither Party's employees will be considered employees of the other party for any purpose, including, but not limited to, worker's compensation, insurance, nor any other benefits afforded to employees of the other party. Personnel will not receive any compensation from the other

for their participation under this Agreement. Neither party has any express or implied authority to assume or create any obligation or responsibility on behalf of or in the name of the other party.

**6. Command**

The calling county will retain command authority over personnel and apparatus responding from the aiding county. The aiding county reserves the right to recall personnel and apparatus in the event of an emergency in their county.

**7. Losses**

It is mutually agreed by the Parties hereto that all claims or judgments for property damage, personal injury or death arising from the performance of any activities under the terms of this Agreement by any party to this Agreement against any other party to this Agreement are hereby expressly waived. If any losses are recoverable or available for reimbursement from the State of New Mexico or other source, the Parties hereby agree and stipulate to work collectively in the reporting of information necessary for the application for such recovery and/or reimbursement.

**8. Liability**

The Parties agree to defend, indemnify and hold harmless the other party from and against all claims, actions, or causes of action, liability, including attorney fees, and costs arising from the defense of any claim, action, or cause of action, or liabilities arising out of, or resulting from any act taken, or committed by the parties pursuant to the performance of each party's obligations hereunder. The Parties agree to defend, indemnify, and hold harmless the other party for any claims, actions, causes of action and liabilities which may be asserted by third-parties rising out of the performance of either party's obligations pursuant to this Agreement.

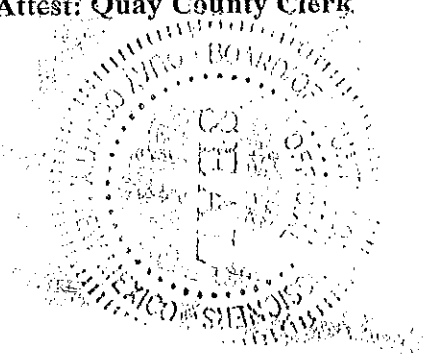
**FOR THE AGREEING PARTIES:**

**QUAY COUNTY**

By: Franklin McCasland  
By: Melissa Mars Chief Deputy Clerk  
Attest: Quay County Clerk

**CURRY COUNTY**

By: \_\_\_\_\_  
By: \_\_\_\_\_  
Attest: Curry 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).

## IT IS AGREED BETWEEN THE PARTIES

**1. PURPOSE**

The purpose of this agreement is to provide primary care services in underserved areas of the state.

**2. SCOPE OF WORK**

The Entity shall perform the following work:

A. Ensure the provision of primary care services in underserved areas of the state by providing the following:

I. Annual Projected Level of Operations forms

II. Contract Action Plan, which must include:

- a. Estimated level of services
- b. Staffing
- c. Hours of operation, including after-hours coverage and emergency care
- d. Prenatal care services
- e. Family planning services
- f. Dental services
- g. Behavioral health services
- h. Ancillary services
- i. Specialty clinics
- j. Referral relationships with EMS (emergency medical services), hospital, dental, behavioral health, and other services
- k. Integration methods for improving coordination of care across settings
- l. Collaboration with public and private providers, school-based health centers, and tribal programs to maximize delivery of primary care health care services
- m. Recruitment and retention plan for healthcare providers, including:
- n. Total dollar amount of Rural Primary Health Care (RPHCA) 0 funding used towards healthcare provider salaries and benefits
- o. Total dollar amount of RPHCA funding used towards healthcare provider recruitment (*This amount reflects recruitment efforts/methods, such as how much is used for advertisement of positions, recruitment agencies, etc. If using New Mexico Health Resources to recruit and/or post job listings, please indicate*)
- p. Rate of retention of healthcare providers at the clinic (*On average, how many years are providers staying? If providers are leaving, are they leaving to another clinic within the community, to another New Mexico community, or leaving New Mexico?*)
- q. Governing Board and/or Local/Regional Advisory Board information



- r. Evaluation methods
  - s. Other pertinent information
- III. Submit a detailed Quality Improvement/Assurance (QI/QA) Plan for each clinic site ensuring that it includes:
- a. Clinical services and management services
  - b. Systematic collection and evaluation of patient records
  - c. Periodic assessment of the appropriateness of the utilization of services and the quality of services provided
- B. Submit data and reports through the Online RPHCA Reporting System by providing:
- I. Monthly Level of Operations Data for each clinic site for services provided in the previous month. 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.
  - II. Summary Monthly Narrative Report on the status of the activities toward accomplishment of the scope of work, any significant issues and changes, and progress toward meeting the Annual Projected Level of Operation projections.
- C. Ensure policies and procedures states 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 percent and 200 percent of poverty guidelines without third party coverage. The facility must also:
- I. 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 poverty and are not covered by third party payors, and
  - II. Advertise in the community, local media and other areas that a sliding fee discount is available to eligible persons with income up to 200 percent of poverty and are not covered by third party payors.
- D. 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).
- E. 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.
- F. Maintain for inspection the appropriate and most current facility licensure from the AGENCY Health Facility Licensing & Certification Bureau by providing:
- I. Current Operator's License.
  - II. Current New Mexico professional licenses or certifications, and Board certification if applicable, for all service providers whose salaries or contracts or contracts are supported in whole or part by RPHCA funds.
- G. Authorize the AGENCY access to all Health Resources and Services Administration (HRSA)

documentation (if HRSA funded) regarding:

- I. Site visit reports and findings relating to the operation of the health centers.
  - II. Scheduled visits by HRSA. Notify the AGENCY in advance of the HRSA visit.
- H. Participate in clinic site visit(s) conducted by the AGENCY.
- I. Participate and complete the New Mexico Health Resources, Inc. Annual Salary Surveys and Quarterly Vacancy Surveys regarding health care recruitment and retention.
- J. 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.
- K. Ensure majority of governing Board shall be consumers of the primary health care services it provides and is generally representative of the target population it serves.
- L. Ensure diversity of programs and structure, and that programs offered meet the Federal cultural and linguistic access standards to better serve the target population.
- M. Display the AGENCY and RPHCA as a funding source by:
- I. Posting notice in a conspicuous location in the facility's patient waiting area stating the funding source.
  - II. Posting on CONTRACTOR websites stating the funding source.

#### Reporting and Invoicing

- N. Submit for AGENCY approval the Annual Project Level of Operations forms, Contract Action Plan, and Quality Improvement/Assurance Plan by the third (3<sup>rd</sup>) working day in August in each fiscal year.
- O. Submit for AGENCY approval the Monthly Level of Operations and Summary Monthly Narrative Report by the second (2<sup>nd</sup>) Friday of each month in each fiscal year.
- P. Submit for AGENCY approval a monthly invoice for the previous completed month's services by the third (3<sup>rd</sup>) working day of each month in each fiscal year.

#### Performance Measures

CONTRACTOR shall substantially perform and report annually the following Performance Measures:

- Q. Program Performance Accountability: Expand health care access in rural and underserved areas. Report will address:
- I. Total number of medical and dental encounters at community-based primary care centers.
  - II. Number of medical and dental encounters that are Medicaid, Medicare, private insurance, self-pay.
- R. Population Based Accountability: Improve health outcomes for the people of New Mexico.  
Objective: To prevent or reduce diabetes complications through improved quality of clinical care

and increased access to services to ensure healthier living (*DOH FY19 Strategic Plan*). Report will address:

- I. Extent of HbA1c testing for patients with diabetes (*how much is done?*);
- II. Percent of patients with HbA1c levels less than 9% (*how well it was done?*); and
- III. Change measured against calendar 2017 baseline and subsequent data (*Is anyone better off?*).

S. Notify the AGENCY in writing within 30 days of receipt of official notification of:

- I. Changes in funding to support the activities identified in this contract from the following types of sources: state, federal, private foundation grants or contracts. The AGENCY may reevaluate the need for financial assistance.
- II. Changes to points of contact.

T. Performance will be monitored and evaluated by periodic on-site work reviews, review of narrative and data reports, and scheduled consultations with the AGENCY.

U. Failure to comply with above items A-T may result in payment delays and the AGENCY will reevaluate the need for financial assistance.

HCUA-QUAY COUNTY  
BASIC PRIMARY CARE SUPPORT

**BUDGET**

<b>Deliverables</b>	<b>FY23</b>	<b>Grand Total</b>
Baseline Reports (4) - Annual Projected Level of Operations; Contract Action Plan; Quality Improvement/Assurance Plan; and Report on Extent of HbA1c testing for patients with diabetes for each reporting clinic site, received and approved by AGENCY by the third (3 <sup>rd</sup> ) working day in August, with an invoice not to exceed a total of \$13,700.00	\$13,700.00	\$13,700.00
Monthly Services - A monthly invoice equivalent to 1/12 draw, which represents adherence to the requirements outlined in the scope of work, received and approved by AGENCY by the third (3 <sup>rd</sup> ) working day of each month, in the amount of \$8,185.00 not to exceed a total of \$98,220.00	\$98,220.00	\$98,220.00
<b>TOTAL BUDGET</b>	<b>\$111,920.00</b>	<b>\$111,920.00</b>

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 \$111,920.00. 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 \$111,920.00 (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.

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, 2023** 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 an contract exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- H. For contracts which involve the expenditure of Federal funds, Entity must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in

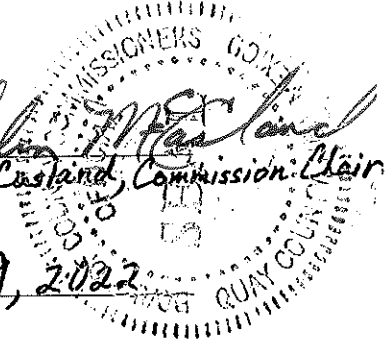
guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

New Mexico Department of Health

Entity

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

By: *Franklin McCasland*  
*Franklin McCasland, Commission Chair*  


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

Date: May 9, 2022

Certified For Legal Sufficiency:

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

By: *Mervine Mow* - Chief Deputy Clerk  
*Ellen White, Quay County Clerk*

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

Date: May 9, 2022

DATE/22	NAME	ROAD BLADED	BLOCKS	MILES	ADDITIONAL WORK TO ROAD/COMMENTS
4/4/22	QUADE	QUAY ROAD AC			WORKED ON CATTLEGUARD
	LOUIS	QUAY ROAD 57	1800-2200	4.00	
	LOUIS	QUAY ROAD U	5700-5950	2.50	
	LOUIS	QUAY ROAD V	5550-5700	1.50	
	LOUIS	QUAY ROAD 58	1750-1800	0.50	
	LARRY	QUAY ROAD V	4400-4600	2.00	
	LARRY	QUAY ROAD 46	2100-2200	1.00	
	LARRY	QUAY ROAD 31	3400-3500	1.00	WORKED ON APPROACH TO CATTLEGUARD
	STAN	QUAY ROAD 101	0800-1000	2.00	
4/5/22	LARRY	QUAY ROAD 46	1900-2100	2.00	
	LARRY	QUAY ROAD V	4600-4700	1.00	
	STAN	QUAY ROAD 101	1000-1175	1.75	
	TONY	QUAY ROAD 57	3200-3300	1.00	
	TONY	QUAY ROAD AG	5700-6000	3.00	
	TONY	QUAY ROAD 60	3100-3200	1.00	
	LOUIS	QUAY ROAD P	6480-6600	1.20	
	LOUIS	QUAY ROAD T	6650-6700	0.50	
	LOUIS	QUAY ROAD U	5980-6250	2.70	
4/6/22	LARRY	QUAY ROAD V	4700-4800	1.00	
	LARRY	QUAY ROAD 48	2000-2200	2.00	
	LARRY	QUAY ROAD T	4700-4800	1.00	
	LARRY	QUAY ROAD 47	1900-2000	1.00	
	STAN	QUAY ROAD 101	1200-1400	2.00	
4/7/22	STAN	QUAY ROAD 101	1400-1500	1.00	
	STAN	QUAY ROAD M	9600-10100	5.00	
	TONY	QUAY ROAD AJ.5	6575-6700	1.15	
	TONY	QUAY ROAD 62	3200-3400	2.00	
	TONY	QUAY ROAD AJ	6300-6400	1.00	
4/11/22	LARRY	QUAY ROAD Q	4600-4800	2.00	
	LARRY	QUAY ROAD R	4600-4700	1.00	
	LARRY	QUAY ROAD 47	1700-1800	1.00	
	LOUIS	QUAY ROAD 65	1800-2000	2.00	
4/12/22	TONY	QUAY ROAD 66.5	4000-41050	1.64	
	TONY	QUAY ROAD AP.5	6600-6700	1.00	
	LARRY	QUAY ROAD 34	3500-3650	1.50	
	LARRY	QUAY ROAD 47	1800-1900	1.00	
	LARRY	QUAY ROAD V	4800-4900	1.00	
	LARRY	QUAY ROAD 49	2000-2200	2.00	
4/14/22	TONY	QUAY ROAD 62	3400-3500	1.00	
	TONY	QUAY ROAD 59	3600-3670	0.66	
	TONY	QUAY ROAD 60	3600-3698	1.00	
	TONY	QUAY ROAD 59	3300-3419	1.07	
4/19/22	TONY	QUAY ROAD AI	5300-5400	1.00	
	TONY	QUAY ROAD 58	3300-3400	1.00	
	TONY	QUAY ROAD 61	3975-4075	0.42	
4/21/22	TONY	QUAY ROAD 60	4000-4075	0.74	



TONY	QUAY ROAD 62	3000-3100	1.00	
4/25/22 TONY	QUAY ROAD AR	6200-6300	1.00	
TONY	QUAY ROAD 64	1400-1600	2.00	WORKED ON SHOULDERS
4/28/22 TONY	QUAY ROAD AF	1400-1600		WORKED ON SHOULDERS
		<b>TOTAL</b>	<b>70.83</b>	