



7a.

Minutes

10.22.2020

Regular Commission
Meeting

Cibola County Commission
Regular Meeting
Thursday October 22nd, 2020

The Cibola County Commission held a Regular Meeting on Thursday October 22nd, 2020 at 5:00 pm in the Cibola County Commission Center

Elected Officials Present Staff

Daniel Torrez, Chairman

Robert Windhorst, 1st Vice Chairman

Martha Garcia 2nd, Vice Chairman

Ralph Lucero, Commissioner

Christine Lowery, Commissioner

Kate Fletcher, County Manager

Wendy Self, Procurement

Michelle Dominguez, Clerk

Natalie Grine, Chief Deputy Clerk

A. CALL TO ORDER

Chairman Torrez, called the meeting to Order at 5:00 pm.

B. ROLL CALL

Chairman Torrez does roll call-5-5 Commissioners in attendance, Commissioner Lowery by phone.

C. Pledge of Allegiance

Led by Commissioner Windhorst, Recited by all.

D. Prayer

Commissioner Garcia led us in prayer.

E. Approval of Agenda

Motion to approve the agenda made by Commissioner Lucero, second by Commissioner Windhorst 5-0 affirmative.

F. Public Comment

Commissioner Torrez read a letter regarding the Fence Lake Polling Location.

G. Presentations

No presentations currently.

H. Minutes

- a. Minutes from September 24th, 2020 Regular Commission Meeting

Motion to approve the minutes from September 24th, 2020 Commission Meeting made by Commissioner Windhorst with corrections made, second by Commissioner Lucero 5-0 affirmative.

I. Reports

- a. Budget and Finance Report-Paul Ludi Finance Director

Wendy Self gave the Budget Finance Report. Report on File.

- b. Manager's Report - Kate Fletcher- County Manager

Manager Fletcher gave a brief report to the Commissioners, Report on File.

J. New Business-Action May Be Taken

- a. **Consideration of Fence Lake Annual Performance Review Pursuant to Cibola County Ordinance 2017-01 7.1-7.3**

Jill Andrews gave a brief report on the Fence Lake Annual Review.

Motion to approve Fence Lake Annual Performance made by Commissioner Windhorst, second by Commissioner Lucero 5-0 affirmative.

- b. **Consideration of Resolution 2020-56 Budget Adjustment No 2**

Motion to approve Resolution 2020-56 Budget Adjustment No 2 made by Commissioner Garcia, second by Commissioner Windhorst 5-0 affirmative.

- c. **Consideration of Appointment of Freeholders to view County Roads 23-C, C 23-F and C 81 for Vacation of Roads.**

Motion to Appoint Melvin Martinez, Marty Vigil, and Alternate Danny Lucero as Freeholders and to view County Roads 23-County Road 23-F and to table action on County Road 81 was made by Commissioner Lucero, second by Commissioner Windhorst 5-0 affirmative.

- d. **Discussion and Consideration of the Disposition of County Owned Property in Vista Del Monte Subdivision in San Rafael, NM.**

Motion for Discussion and Disposition of County owned Property in Vista Del Monte Subdivision in San Rafael, NM, Commissioners agreed to let Manager Fletcher start the proceedings to dispose of the property, was made by Commissioner Lucero, second by Commissioner Windhorst. 5-0 affirmative.

e. **Consideration of Resolution 2020-55 Establishing the 2021-2022 Holiday Schedule.**

Motion to approve Resolution 2020-55 2021-2022 Holiday Schedule made by Commissioner Windhorst, second by Commissioner Lowery 5-0 affirmative.

f. **Consideration of Resolution 2020-57 Establishing a Data Based Approach to Phasing County Staff During COVID**

Motion to approve Resolution 2020-57 Establishing a Data Based Approach to Phasing County Staff During COVID made by Commissioner Lowery, second by Commissioner Windhorst 5-0 affirmative.

g. **Consideration to approve Requisition over \$20,000.00.**

a. Artesia Fire Equipment Rosenbauer American Light Rescue Truck-Laguna Fire Department.

Motion to approve Resolution over \$20,000.00 made by Commissioner Garcia, second by Commissioner Lucero 5-0 affirmative.

K. Executive Closed Session

Pursuant to Section 10-15-1(H) (8) the following matter may be discussed in closed session:

- Motion and roll call vote to go into Executive Session and that , pursuant to New Mexico State Statute Section§10-15-1 and only the following matters will be discussed in closed session made by Commissioner Lucero, second by Commissioner Garcia 5-0 affirmative at 6:35 p.m.

Real Property

a.) Cibola General Hospital and Medical Office Property- 1016 E. Roosevelt Ave and 1423 E. Roosevelt AVE., Grants, NM 87020

b.) Smith's Grocery Store- 700 E. Roosevelt Ave., Suite 10, Grants, NM 87020

- **Motion and roll call vote to return to Regular Session**

Motion and roll call vote to return to Regular Session was made by Commissioner Windhorst, second by Commissioner Lowery 5-0 affirmative.

- **Motion and Roll Call Vote that matters Discussed in Closed Session Were Limited to These Specified in Motion for Closure and That No Final Action Was Taken, As Per New Mexico Statues Section § 10-15-1.**

Motion made by Commissioner Windhorst, second by Commissioner Lucero
5-0 affirmative.

L. New Business- Action May Be Taken

- a. Direction to Staff Regarding CGHC and Medical Office Property
No action taken
- b. Direction to Staff Regarding Smith's Property
No action taken

M. Announcements

The Next Special Commission Meeting will be held on Thursday, November 12th, 2020 at 5:00 p.m. via FB Live. The Cibola County Offices will be closed Wednesday, November 11th, 2020 in observance of the Veteran's Day Holiday

N. Adjournment

Motion to adjourn made by Commissioner Torrez, second by Commissioner Lucero all commissioners agree 5-0 affirmative at 7:05 P.M.



8a.

Reports

Manager's Report

No Backup



9a.

New Business

Canvass of 2020
General Election

No Backup

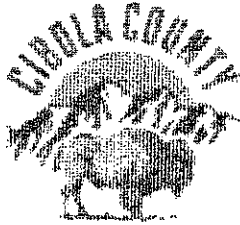


9b 1-3.

New Business

Resolution 20-59 to 20-61

1st Amendment for these 3 Co-Op
Agreements



Cibola County Road Dept.

700 East Roosevelt

Grants New Mexico 87020

Phone (505) 285-2570 Fax (505) 287-3656

Cibola County Resolution # 20-59

- Whereas, Cibola County participates in the local government road fund program administered by the New Mexico Department of Transportation; and
- Whereas, Cibola County and the New Mexico Department of Transportation have entered into a joint and coordinated effort; and
- Whereas, The total cost of the project will be \$115,269.00 to be funded in proportional share by the parties hereto of as follows; and
- a. New Mexico Department of Transportation share shall be 75% which is \$86,452.00; and
 - b. Cibola County's share shall be 25% which is \$28,817.00

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of Cibola County determines, resolves, and orders as follows:

- a. That the project for this Cooperative agreement is adopted and has a priority standing.
- b. The agreement is hereby being amended to terminate on December 31, 2021 and the Cibola County incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into the written agreement.
- c. Cibola County to enter into Cooperative Agreement Project No. Contract # D18219/1 Control # L600155 through the New Mexico Department of Transportation LGRF Project year 2019-2020 for Pavement Rehabilitation, Reconstruction, Drainage Improvements, Blade & Shape, Miscellaneous within the control of Cibola County.

PASSED, APPROVED AND ADOPTED THIS _____ DAY OF _____, 2020.

THE CIBOLA COUNTY BOARD OF COMMISSIONERS

Daniel Torrez, Chairman

Robert Windhorst, 1st Vice Chair

Martha Garcia, 2nd Vice Chair



Cibola County Road Dept.

700 East Roosevelt

Grants New Mexico 87020

Phone (505) 285-2570 Fax (505) 287-3656

Ralph Lucero, Commissioner

Christine Lowery, Commissioner

Attest:

Michelle E. Dominguez, Cibola County Clerk

Contract No.	<u>D18219/1</u>
Vendor No.	<u>0000047859</u>
Project No.	<u>N/A</u>
Control No.	<u>L600155</u>

**FIRST AMENDMENT TO
LOCAL GOVERNMENT ROAD FUND
COOPERATIVE AGREEMENT**

This **First Amendment** is to the Agreement entered into between the New Mexico Department of Transportation (Department) and the Cibola County (Public Entity). This Amendment is effective as of the date of the last party to sign on the signature page.

RECITALS

Whereas, the Department and the Public Entity entered into an Agreement, Contract No. D18219, on August 16, 2019; and,

Whereas, Section 19 allows for modification of the Agreement by an instrument in writing executed by the parties; and,

Whereas, the Department and the Public Entity want to extend the term of the Agreement to allow for Project completion; and,

Whereas, the parties agree to modify this Agreement.

Now, therefore, the Department and the Public Entity agree as follows:

Section 6, Term, is deleted and replaced with the following:

6. Term.

This Agreement becomes effective upon signature of all parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on December 31, 2021. In the event an extension to the term is needed, the Public Entity shall provide written notice along with detailed justification to the Department sixty (60) days prior to the expiration date to ensure timely processing of an Amendment.

All other obligations set forth in the Original Agreement shall remain in full force and effect unless expressly amended or modified by this First Amendment.

The remainder of this page is intentionally left blank.

In Witness Whereof, each party is signing this Agreement on the date stated opposite that party's signature.

New Mexico Department of Transportation

By: _____
Cabinet Secretary or Designee

Date: _____

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel.

By: _____
Assistant General Counsel

Date: _____

Cibola County

By: _____

Date: _____

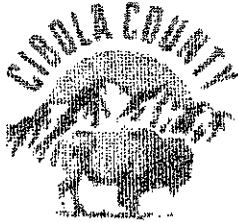
Name: _____

Title: _____

ATTEST:

By: _____
Cibola County Clerk

Date: _____



Cibola County Road Dept.

700 East Roosevelt

Grants New Mexico 87020

Phone (505) 285-2570 Fax (505) 287-3656

Cibola County Resolution # 20-60

- Whereas, Cibola County participates in the local government road fund program administered by the New Mexico Department of Transportation; and
- Whereas, Cibola County and the New Mexico Department of Transportation have entered into a joint and coordinated effort; and
- Whereas, The total cost of the project will be \$254,815.00 to be funded in proportional share by the parties hereto of as follows; and
- a. New Mexico Department of Transportation share shall be 75% which is \$191,111.00; and
 - b. Cibola County's share shall be 25% which is \$63,704.00

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of Cibola County determines, resolves, and orders as follows:

- a. That the project for this Cooperative agreement is adopted and has a priority standing.
- b. The agreement is hereby being amended to terminate on December 31, 2021 and the Cibola County incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into the written agreement.
- c. Cibola County to enter into Cooperative Agreement Project No. Contract # D18220/1 Control # L600158 through the New Mexico Department of Transportation LGRF Project year 2019-2020 for Pavement Rehabilitation, Reconstruction, Drainage Improvements, Blade & Shape, Miscellaneous within the control of Cibola County.

PASSED, APPROVED AND ADOPTED THIS _____ DAY OF _____, 2020.

THE CIBOLA COUNTY BOARD OF COMMISSIONERS

Daniel Torrez, Chairman

Robert Windhorst, 1st Vice Chair

Martha Garcia, 2nd Vice Chair



Cibola County Road Dept.

700 East Roosevelt

Grants New Mexico 87020

Phone (505) 285-2570 Fax (505) 287-3656

Ralph Lucero, Commissioner

Christine Lowery, Commissioner

Attest:

Michelle E. Dominguez, Cibola County Clerk

Contract No.	<u>D18220/1</u>
Vendor No.	<u>0000047859</u>
Project No.	<u>N/A</u>
Control No.	<u>L600158</u>

**FIRST AMENDMENT TO
LOCAL GOVERNMENT ROAD FUND
COOPERATIVE AGREEMENT**

This **First Amendment** is to the Agreement entered into between the New Mexico Department of Transportation (Department) and the Cibola County (Public Entity). This Amendment is effective as of the date of the last party to sign on the signature page.

RECITALS

Whereas, the Department and the Public Entity entered into an Agreement, Contract No. D18220, on August 16, 2019; and,

Whereas, Section 19 allows for modification of the Agreement by an instrument in writing executed by the parties; and,

Whereas, the Department and the Public Entity want to extend the term of the Agreement to allow for Project completion; and,

Whereas, the parties agree to modify this Agreement.

Now, therefore, the Department and the Public Entity agree as follows:

Section 6, Term, is deleted and replaced with the following:

6. Term.

This Agreement becomes effective upon signature of all parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on December 31, 2021. In the event an extension to the term is needed, the Public Entity shall provide written notice along with detailed justification to the Department sixty (60) days prior to the expiration date to ensure timely processing of an Amendment.

All other obligations set forth in the Original Agreement shall remain in full force and effect unless expressly amended or modified by this First Amendment.

The remainder of this page is intentionally left blank.

In Witness Whereof, each party is signing this Agreement on the date stated opposite that party's signature.

New Mexico Department of Transportation

By: _____
Cabinet Secretary or Designee

Date: _____

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By: _____
Assistant General Counsel

Date: _____

Cibola County

By: _____

Date: _____

Name: _____

Title: _____

ATTEST:

By: _____
Cibola County Clerk

Date: _____



Cibola County Road Dept.

700 East Roosevelt

Grants New Mexico 87020

Phone (505) 285-2570 Fax (505) 287-3656

Cibola County Resolution # 20-61

- Whereas, Cibola County participates in the local government road fund program administered by the New Mexico Department of Transportation: and
- Whereas, Cibola County and the New Mexico Department of Transportation have entered into a joint and coordinated effort; and
- Whereas, The total cost of the project will be \$152,839.00 to be funded in proportional share by the parties hereto of as follows; and
- New Mexico Department of Transportation share shall be 75% which is \$114,629.00: and
 - Cibola County's share shall be 25% which is \$38,210.00

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of Cibola County determines, resolves, and orders as follows:

- That the project for this Cooperative agreement is adopted and has a priority standing.
- The agreement is hereby being amended to terminate on December 31, 2021 and the Cibola County incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into the written agreement.
- Cibola County to enter into Cooperative Agreement Project No. Contract # D18218/1 Control # L600149 through the New Mexico Department of Transportation LGRF Project year 2019-2020 for Pavement Rehabilitation, Reconstruction, Drainage Improvements, Blade & Shape, Miscellaneous within the control of Cibola County.

PASSED, APPROVED AND ADOPTED THIS _____ DAY OF _____, 2020.

THE CIBOLA COUNTY BOARD OF COMMISSIONERS

Daniel Torrez, Chairman

Robert Windhorst, 1st Vice Chair

Martha Garcia, 2nd Vice Chair



Cibola County Road Dept.

700 East Roosevelt

Grants New Mexico 87020

Phone (505) 285-2570 Fax (505) 287-3656

Ralph Lucero, Commissioner

Christine Lowery, Commissioner

Attest:

Michelle E. Dominguez, Cibola County Clerk

Contract No.	<u>D18218/1</u>
Vendor No.	<u>0000047859</u>
Project No.	<u>N/A</u>
Control No.	<u>L600149</u>

FIRST AMENDMENT TO LOCAL GOVERNMENT ROAD FUND COOPERATIVE AGREEMENT

This **First Amendment** is to the Agreement entered into between the New Mexico Department of Transportation (Department) and the Cibola County (Public Entity). This Amendment is effective as of the date of the last party to sign on the signature page.

RECITALS

Whereas, the Department and the Public Entity entered into an Agreement, Contract No. D18218, on August 16, 2019; and,

Whereas, Section 19 allows for modification of the Agreement by an instrument in writing executed by the parties; and,

Whereas, the Department and the Public Entity want to extend the term of the Agreement to allow for Project completion; and,

Whereas, the parties agree to modify this Agreement.

Now, therefore, the Department and the Public Entity agree as follows:

Section 6, Term, is deleted and replaced with the following:

6. Term.

This Agreement becomes effective upon signature of all parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on December 31, 2021. In the event an extension to the term is needed, the Public Entity shall provide written notice along with detailed justification to the Department sixty (60) days prior to the expiration date to ensure timely processing of an Amendment.

All other obligations set forth in the Original Agreement shall remain in full force and effect unless expressly amended or modified by this First Amendment.

The remainder of this page is intentionally left blank.

In Witness Whereof, each party is signing this Agreement on the date stated opposite that party's signature.

New Mexico Department of Transportation

By: _____
Cabinet Secretary or Designee

Date: _____

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By: _____
Assistant General Counsel

Date: _____

Cibola County

By: _____

Date: _____

Name: _____

Title: _____

ATTEST:

By: _____
Cibola County Clerk

Date: _____



9c.

New Business

Core Civic Inmate Housing Agreement

No Back Currently



9d.

New Business Resolution 20-62 Public Assistance Policy

Relating to Indigent, Healthcare and
Burial Claims



**CIBOLA COUNTY INDIGENT HEALTH CARE & BURIAL CLAIMS
A RESOLUTION ADOPTING A PUBLIC ASSISTANCE POLICY RELATING TO INDIGENT
HOSPITAL, COUNTY HEALTHCARE, AND BURIAL CLAIMS**

PREAMBLE

WHEREAS, all indigent claims for Cibola County must be administered in accordance with the provisions of the New Mexico Indigent Hospital and County Health Care Act, NMSA 1978, Section 27-5-1 et seq.; and,

WHEREAS, NMSA 1978, Section 24-13-1 et seq. describes how the indigent fund must be utilized for the burial or cremation of unclaimed decedents and of indigents; and,

WHEREAS, the Board of County Commissioners is responsible for administering and operating an Indigent Hospital Claims program for the County; and,

WHEREAS, the Board of County Commissioners desires to repeal all previous policies to define policy by adopting regulations, rules and procedures governing claims eligibility requirements and financial reimbursement to the eligible hospital, health care providers, ambulance services, and funeral directors.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF CIBOLA COUNTY AS FOLLOWS:

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Article 1.	PURPOSE OF THE INDIGENT HOSPITAL AND COUNTY HEALTHCARE ACT
Article 2.	DEFINITIONS

- Article 3. THE APPLICANT
- Article 4. ELIGIBILITY REQUIREMENTS
- Article 5. LIMITATIONS OF CLAIMS
- Article 6. PROCEDURE FOR FILING CLAIM
- Article 7. PAYMENT OR REJECTION OF CLAIMS BY BOARD
- Article 8. SUBROGATION OF CLAIMS
- Article 9. BOARD TO RECOVER COSTS, PRESUMPTION OF PAYMENT
- Article 10. CLAIM SHALL NOT EXPIRE BECAUSE OF LACK OF FUNDS; PRIORITY OF CLAIMS
- Article 11. LIMITATION ON LIEN
- Article 12. ADMINISTRATION AND PLANNING
- Article 13. MISCELLANEOUS
- Article 14. REPORTING
- Article 15. REPEALER

Article 1. PURPOSE OF THE INDIGENT HOSPITAL AND COUNTY HEALTHCARE ACT

The purpose of the Indigent Hospital and County Healthcare Act is to recognize that Cibola County is the responsible agency for ambulance transportation, hospital care, or the provision of health care to indigent patients domiciled in the county for at least ninety (90) days, unless they are in the custody of the County, in addition to providing support for the State's Medicaid program. The Act recognized that Cibola County is responsible for supporting indigent patients by providing local revenues to match federal funds for the State Medicaid program pursuant to Section 7-20E-9 NMSA 1978 and the transfer of funds to the county-supported Medicaid fund pursuant to the Statewide Healthcare Act. Furthermore, the Act recognizes that Cibola County can improve the provision of health care to indigent patients by providing local revenues for countywide or multi-county health planning.

Article 2. DEFINITIONS

- A. “Administrator” means the Indigent Hospital and County Healthcare Administrator.
- B. “Ambulance Provider/Air Provider or Transport Service” means a specialized carrier based within the state authorized under provisions and subject to limitations as provided in individual carrier certificates issued by the public regulation commission to transport persons alive, dead or dying en route by means of ambulance service. The rates and charges established by public regulation commission tariff shall govern as to allowable cost. Also included are air ambulance services approved by the county. The air ambulance service charges shall be filed and approved pursuant to Subsection D of Section 27-5-6 NMSA 1978 and Section 27-5-11 NMSA 1978.
- C. “Board” means the Board of County Commissioners.
- D. “Cost” means all allowable costs of providing health care services, to the extent determined by resolution of a county, for an indigent patient. Allowable costs shall be based on Medicaid fee-for-service reimbursement rates for hospitals, licensed medical doctors and osteopathic physician.
- E. “Fund” means the Cibola County Healthcare Assistance Fund.
- F. “Health Care Services” means treatment and services designed to promote improved health in the county indigent population, including primary care, prenatal care, dental care, behavioral health care, alcohol or drug detoxification and rehabilitation, hospital care, provision of prescription drugs, preventive care or health outreach services, to the extent determined by this resolution.
- G. “Indigent Patient” means a person to whom an ambulance service, a hospital or a health care provider has provided medical care, ambulance transportation or health care services and who can normally support the person's self and the person's dependents on present income and liquid assets available to the person but, taking into consideration the person's income, assets and requirements for other necessities of life for the person and the person's dependents, is unable to pay the cost of the ambulance transportation or medical care administered or both; provided that if a definition of “indigent patient” is adopted by a county in a resolution, the definition shall not include any person whose annual income together with that person's spouse's annual income totals an amount that is fifty percent greater than the per capita personal income for New Mexico as shown for the most recent year available in the survey of current business published by the United States department of commerce, unless that person is a prisoner or inmate. “Indigent patient” includes a minor who has received ambulance transportation or medical care or both and whose parent or the person having custody of that minor would qualify as an

indigent patient if transported by ambulance, admitted to a hospital for care or treated by a health care provider. The following constitute Additional Eligibility Considerations:

- i. New Mexico Human Services Department (NMHSD) benefit recipients who lose their Medicaid coverage by choice due to the lack of cooperation with NMHSD shall not be eligible for the Indigent Hospital Claims Program.
 - ii. The Indigent Hospital Claims Board will exclude claimants that are “indigent by choice”. These are unemployed persons who do not wish to work until their unemployment checks expire or refuse to accept employment at a lower wage than they previously received.
 - iii. Failure by the patient to be covered for medical insurance through the Affordable Care Act (ACA) or by their employer will not affect eligibility.
 - iv. Prisoners, inmates, or juveniles in the legal custody of Cibola County (hereafter “prisoner or inmate”) shall be considered indigent patients for the purpose of this resolution.
- H. “Medicaid Eligible” means a person who is eligible for medical assistance from the New Mexico Human Services Department.
- I. “Planning” means the development of a countywide or multicounty health plan to improve and fund health services in the county based on the county’s needs assessment and inventory of existing services and resources and that demonstrates coordination between the county and state and local health planning efforts.
- J. “Provider” refers to a qualifying hospital, health care provider, ambulance service provider, funeral home or the county as a provider of inmate health care.
- K. “Public Entity” means a state, local or tribal government or other political subdivision or agency of that government.
- L. “Qualifying Hospital” means an acute care general hospital licensed by the department of health that is qualified to receive payments from the safety net care pool pursuant to an agreement with the federal centers for Medicare and Medicaid services.

Article 3. THE APPLICANT

- A. The applicant may be the patient, the patient’s spouse, the patient’s parent or guardian if the patient is a minor, or the guarantor of the hospital bill. If the patient is a prisoner or inmate, the applicant may be the Detention Center Administrator or his or her designee on behalf of the patient. In the event of the death of the patient, the personal

representative or relative of the deceased, if any, will be the applicant. The applicant for the deceased may be the person responsible for the hospital, health care provider or ambulance bill, or may be any interested party providing information on behalf of the deceased.

- B. The application shall be filed at the hospital, health care facility, funeral home, or ambulance service where assistance was received, or at the office where the provider maintains their central business office. The provider shall render assistance to the applicant when filling out the application. The application may also be completed by the indigent patient and/or applicant if the hospital, health care facility, funeral home, or ambulance service was not aware the patient was indigent.

Article 4. ELIGIBILITY REQUIREMENTS

- A. **Residency.** The indigent patient must reside in Cibola County for not less than ninety (90) days immediately prior to medical care with the intent to settle in the County for employment, education, and/or retirement, unless the person is a prisoner or inmate. The applicant must provide proof of residency by one of the following unless the Administrator is willing to accept other forms of proof based on special circumstances:
- i. Copy of lease or rent receipts;
 - ii. Notarized statement of landlord or another unrelated individual;
 - iii. Proof of mortgage or real estate contract;
 - iv. Voter registration;
 - v. Utility bills;
 - vi. Affidavits of two (2) citizens with knowledge of the applicant's residency;
 - vii. Driver's license or vehicle registration demonstrating residence;
 - viii. Federal and state tax returns;
 - ix. County property tax bills.
- B. **Income.** Income shall be considered as any money received in the household including, but not limited to:
- i. Gross Annual Income from wages;
 - ii. Workmen's Compensation payments;
 - iii. Social Security or Supplementary payments;
 - iv. NMHSD benefits e.g. food stamps, cash assistance, etc.
 - v. Pensions/Retirement income
 - vi. Unemployment Benefits;
 - vii. Gifts or Inheritance;
 - viii. Unearned Income;
 - ix. Child Support

The applicant's and/or patient's gross annual income together with household members' income cannot exceed one hundred fifty percent (150%) of the federal Income Poverty Guidelines as established by the U.S. Department of Health and Human Services for household income standards. This amount will change annually. The countable income of a deceased individual shall not be included for the twelve (12) month period if death occurred within the time of medical care. The applicant must also meet the definition of indigent at the time of payment of the claim.

1. Computation of Income.

- a. One hundred fifty percent (150%) of federal Income Poverty Guidelines as established by the U.S. Department of Health and Human Services, which changes annually.
- b. Self-employed individuals, seasonal workers, and part-time employee's income will be calculated by using present income, prior year's tax return and/or any other proof of income for each month prior to the application. Income of self-employed individuals is that income shown as net profit or loss on Form 1040, Schedule C, plus any other source of income.
- c. Wages which are stable and on-going use the income tax return or compute the income by obtaining the employer's letters of income verification for the ninety (90) days prior to application. The worker may also use the year to date earnings shown on the wage stubs for determining income.
- d. Income which is on-going but is variable: Use a combination of the prior year's income tax return and verification of income by employers or the viewing of the check stubs.

2. Special Circumstances for Considering Income

- a. Unwed parents: Include child support, alimony, or any other financial compensation received from the child's father when determining income.

- b. Unwed individuals living together with or without children: Consider their income the same as married couples.
- c. Separated or Divorced couples: The claimants shall provide the Administrator with copies of the divorce decree for determination of income to be considered.
 - i. Count the income for the period the couple was living together for the ninety (90) days prior to the application, if separated less than ninety (90) days.
 - ii. Count all income or other resources of the ex-spouse for the months prior to the effective date of the divorce, if the effective date is within the ninety (90) days being reviewed, and any other income or resources which may have been judicially ordered. If separated before divorced, also use number (i) of this section.

C. Other Assistance

- 1. The provider shall inform the Administrator if the patient is applying for or is eligible for other public or private assistance programs. The Administrator shall, if the patient is possibly eligible for other assistance, notify the provider. Amounts shall only be paid after all other sources have been exhausted or have paid their benefit, i.e., Medicaid, Medicare, insurance settlements, own health insurance or funding from other agencies.
- 2. It is the responsibility of the patient/applicant to provide proof of all means of support from whatever source, whether that support is the result of dependent status or voluntary support by a third party not necessarily having legal responsibility for financial support. Lack of income with no visible means of support other than voluntary contributions from a third party does not relieve the patient/applicant of the responsibility for providing proof of indigence on the person who provides support to the patient. If the person providing support is unwilling to voluntarily claim and prove indigence for the applicant, the patient shall be ineligible for Fund consideration.

D. Liabilities

If there is a liability claim pending, such as workmen's compensation, a lawsuit due to bodily injury, or another third party claim, the hospital, health care provider and/or ambulance service will notify the Administrator in writing, process the application and hold it until information detailing the outcome of such liability claim is provided and will then forward it to the Administrator for consideration.

E. Liquid Assets

Liquid assets are readily negotiable resources such as but not limited to; cash on hand, real estate contracts, rental property, money in checking and/or saving accounts, saving certificates, stocks, savings bonds and nonrecurring lump sum payments. All assets kept in repositories must be reported. Applicants with household liquid assets valued over \$10,000 or with individual liquid assets valued over \$5,000 are not eligible for indigent assistance.

F. Real Estate

If the patient/applicant owns real estate other than his home and the land on which his home resides with a maximum of three (3) acres being exempt, the real estate shall be considered part of his income or assets. If the land is used as farming to produce his income then the land will be considered part of his business and will be exempt as far as real estate assets are concerned. All real estate must be listed on the application. Any individual with real estate assets beyond the exempt amount as detained in this section shall not be eligible for indigent assistance.

Article 5. LIMITATIONS OF CLAIMS

- A. Elective medical services shall not be covered by the fund.
- B. No more than one lifetime claim for childbirth cost for any one indigent patient. The Fund will pay for a tubal ligation as long as the patient had the tubal ligation while being hospitalized for childbirth purposes.
- C. The maximum amount to be paid to the medical provider for one indigent person in a twelve (12) month period would be three thousand dollars (\$3,000) of the approved claims, with no more than \$3,000 being paid in a twelve (12) month period. If the patient is a prisoner or inmate, the maximum amount to be paid to the medical provider in a twelve (12) month period would be five thousand dollars (\$5,000) of the approved claims, with no more than \$5,000 being paid in a twelve (12) month period. In the event a

provider has contracted with a county for provision of health care services, the Board may determine the maximum to be paid under such contract.

- D. The allowable cost shall be based on Medicaid fee-for-service rates for hospital, licensed medical doctors, osteopathic physicians and other health care providers.
- E. Ambulance Service/Air Ambulance
 - i. When an ambulance is necessary based on the patient's medical condition.
 - ii. The maximum amount to be paid for each approved ambulance claim will be the base rate in addition to mileage, not to exceed four hundred dollars (\$400) for ground transportation and eight hundred dollars (\$800) for air transportation with a two (2) trip limit per twelve (12) month period.
- F. No more than one lifetime claim for self inflicted injuries. Each claim will be reviewed on a case-by-case basis.
- G. To the extent that a deceased person is indigent the burial or cremation expenses shall be paid by the fund in an amount up to six hundred dollars (\$600) for the burial or cremation of any adult or minor as provided in NMSA 1978, Section 24-13-3 (2001).
- H. The Board after proper investigation shall cause any deceased indigent or unclaimed decedent to be decently interred or cremated. The cost to be paid by the fund of opening and closing a grave shall not exceed six hundred dollars (\$600), which sums shall be in addition to the sums enumerated in NMSA 1978, Section 24-13-3 (1999)

Article 6. PROCEDURE FOR FILING CLAIM

Refer to Section 3 - **Applicant** as to who is considered an applicant.

- A. All claims for payment shall be filed within three hundred sixty-five (365) days from the last day services were rendered. If services were not rendered on consecutive days, it will be the within 365 days from last day of service for each service.
- B. Claims shall be filed separately for each patient per incident with an itemized detail of costs.
- C. A hospital, ambulance service or health care provider that has contracted with a county for provision of health care services shall provide evidence of health care services rendered for payment for services in accordance with the procedures specified in the contract per NMSA 1978, Section 27-5-12 (B).

D. Applications shall be filed by the provider or patient/applicant.

E. Provider Responsibilities

- i. Assist applicant in filing the Fund application.
- ii. To verify that the patient/applicant does meet indigent guidelines.
- iii. To provide the applicant with a list stating the documents needed to provide the information necessary to complete the verification process.

F. Applicant's Obligations

- i. If the applicant requests additional time for acquiring information, the request shall be honored, although the applicant will be advised by the Administrator of a reasonable date to receive the information requested. If the information is not provided, the Administrator will send a letter requesting the information and will allow fourteen (14) days for the applicant to provide the information. If the information is not provided, the claim will be denied.
- ii. If the applicant does not show for the appointment and has not informed the administrator that they would not be able to attend the appointed date, a letter will be sent requesting they call and schedule another appointment allowing them fourteen (14) days to reschedule. If an appointment is not made within the fourteen day time limit, the claim will be denied.
- iii. In the event of a denial, a letter by certified mail with a Return Receipt will be sent to the patient/applicant notifying they have thirty (30) days from the date of the letter to request an appeal in writing. The applicant must inform the Administrator by letter notifying of their desire to appeal. The appeal itself will be considered by the Board at a regularly scheduled meeting.

Article 7. PAYMENT OR REJECTION OF CLAIMS BY BOARD

- A. The Board shall receive the written recommendation of the Administrator at a regular or special Board meeting.
- B. The provider and applicant will be notified of Board denial in writing – Certified Return Receipt letter to applicant.
- C. A patient/applicant or his/her representative may appeal a denial by writing to the Administrator within 30 days of the date of the denial letter. The administrator will then

set up a date and time with the Indigent Claims Board. A letter to the person requesting the denial will be sent Certified Return Receipt showing the date, time and place of the appeal. If additional information is required, the Administrator shall request the information.

- D. If the applicant or representative fails to show up for the scheduled appeal it will automatically be denied. In the event the patient or representative knows they will not be able to attend the appeal due to extenuating circumstances, the Administrator must be informed prior to the meeting and proof as to the circumstances may be requested.

Article 8. SUBROGATION OF CLAIMS

Payment to a hospital from the fund of any claim shall operate as an assignment to the board of any cause of action to the extent of the payment from the fund to the hospital.

Article 9. BOARD TO RECOVER COSTS, PRESUMPTION OF PAYMENT

- A. The payment of any claim to an ambulance service, a hospital or health care provider on behalf of an indigent patient creates a preferred claim in favor of the fund against the estate of the indigent patient and a lien against all real property or interest in real property vested in or later acquired by the indigent patient or any person legally responsible for his debts for the amount of the payment made from the fund to the ambulance service, hospital or health care provider, without interest. Such claims shall be preferred over all claims except charges of the last sickness and funeral of the deceased and allowances made by the court for the maintenance of the widow and children, taxes, municipal levies, cost of administration and attorneys' fees.
- B. Proceeds recovered from such claims shall be placed into the fund.
- C. The board shall file a certificate of payment to the ambulance service, hospital or health care provider on behalf of the indigent patient. The certificate shall constitute notice to the public that the lien created by the Indigent Hospital and County Health Care Act has attached. County clerks shall receive, index and file certificates and releases of liens created by the certificate, free of charge.
- D. In all cases where a lien has been created under Subsection A of this section and a period of fourteen years has passed from the date the lien was created by the payment of any claim to an ambulance service, a hospital or health care provider on behalf of an indigent patient, the payment for which the lien is claimed shall be discharged due to the passage of time and the board shall file a certificate releasing the lien due to the lapse of time.

**Article 10. CLAIM SHALL NOT EXPIRE BECAUSE OF LACK OF FUNDS;
PRIORITY OF CLAIMS**

A claim made to the board for payment for the care of an indigent patient shall not expire or become invalid because of the lack of money in the fund during any fiscal year but shall be carried over into the ensuing fiscal year and, notwithstanding the provisions of any other law, shall be paid in the ensuing year. Whenever the balance of the fund is inadequate to pay all qualified claims as they become due, the claims of in-state hospitals providing acute medical care shall have priority for payment over all other claims regardless of the dates the other claims were submitted. The board shall, however, on a regular basis, estimate future demands upon the fund, based on past experience, and set aside sufficient funds to assure payment for in-state hospitals providing acute medical care and shall then address, on a regular basis, the claims from other hospitals or ambulance services.

Article 11. LIMITATION ON LIEN

The provisions of Subsections A through C of Section 27-5-14 NMSA 1978 shall not apply to any county having adopted a sales tax for the support of indigent hospital patients pursuant to the provisions of Sections 7-21-1 through 7-21-7 NMSA 1978.

Article 12. ADMINISTRATION AND PLANNING

- A. The Board may appoint Administrator(s) by Resolution.
- B. The Board may hire personnel to carry out the provisions of this Resolution.
- C. The Board may budget a percentage of the revenues in the fund that may be used for administrative and planning costs not to exceed the limits set by NMSA 1978, Section 27-5-6 (A).

Article 13. MISCELLANEOUS

- A. In the event that the Fund shall make all or partial payment of the indebtedness of the patient to the hospital, health care facility, funeral home or ambulance service as a condition of receipt of such payment by the provider, the provider shall forgive the balance due from the patient.
- B. The Board shall reject any kind of fraudulent claims that are made against the Fund.
- C. The Board may set temporary lower payment limits of lower percentages of payment during periods when adequate funds are not available in order to discharge the maximum number of pending claims. On the other hand, the Board may set temporary higher

payment limits for payment during periods when funds are available, when the Fund has more funds than are needed based on previous claims.

- D. The meeting of a Board quorum which is held for the purpose of approving, denying, and/or hearing appeals of applicants or to discuss business within their authority shall be an open meeting. The Board will use a numbering or lettering system to keep confidential the identity of the individual whose claims are being discussed. The Fund shall be public record, including application to the Fund and payment from the Fund. However, the treatment, diagnosis, name and address of the applicant and household members and the itemized statement shall be considered confidential and shall be reviewed only by the Board and Administrator.
- E. Case Records. The Indigent Administrator will retain case records in their files for a period of not less than five (5) years. The Administrator may destroy their files when the information is no longer valid or necessary and the time limitation for the retention of these records has expired.
- F. The Administrator shall, in carrying out the provisions of the Indigent Hospital Claims Program, comply with the standards of the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

Article 14. REPORTING

The Administrator shall file an annual report on all indigent health care funding by the county with the commission. The report shall contain the county's eligibility criteria for indigent patients, services provided to indigent patients, restrictions on services provided to indigent patients, conditions for reimbursement to providers of health care, revenue sources used to pay for indigent health care and other related information as determined by the commission. The report shall be submitted by October 1 of each year on a form provided by the commission. The commission shall make the report available to interested parties.

Article 15. REPEALER

Policy approved May 12, 2008 by the then Indigent Hospital Claims Board and all other previous resolutions or directives concerning NMSA 1978, Section 27-5-1 et. seq. or Section 24-13-1 et. seq.

APPROVED, ADOPTED, AND PASSED on this 12th day of November 2020.

BOARD OF COUNTY COMMISSIONERS

DANIEL TORREZ, CHAIR

ROBERT WINDHORST, 1ST VICE-CHAIR

MARTHA GARCIA, 2ND VICE-CHAIR

RALPH LUCERO, MEMBER

CHRISTINE LOWERY, MEMBER

ATTEST:

Michelle E. Dominguez
County Clerk



9e.

New Business

Award of RFP 2021-001
FLVD

TJC Construction, LLC

Cibola County Purchasing

Wendy Self- Purchasing Agent
700 East Roosevelt Ave. Suite 50
Grants, New Mexico 87020

Phone (505) 285-2513 • Fax (505) 285-5434
EMAIL wendyf@co.cibola.nm.us

November 4, 2020

TJC Construction, LLC
2700 San Pedro Dr. NE
Albuquerque, NM 87110

RE: RFP No. 2021-001FLVFD

Tim Chavez,

Thank you for your participation in submitting a Proposal to Cibola County for the RFP for the Fence Lake Volunteer Fire Department. I will be going before our County Commission Board on November 12th, 2020, seeking approval for TJC Construction as the awarded vendor for this RFP. Please bear in mind that there is still a 15-day protest period from the date of this letter. Once the 15 days have passed, we can begin procurement on the project. Congratulations.

Please contact me so we can talk about the contract and costs.

Sincerely,

Wendy M. Self

RFP NO. 2021-001FLVFD

Committee Member: 1															
PROPOSALS	B.1. Organizational Experience 20Pts.	B.2. Organizational References 10 Pts.	B.3. Oral Presentations 10 Pts.	B.4. Mandatory Specifications 30 Pts.	B.5. Deirable Specifications 10 Pts	B. Business Specifications 20 Pts.	C.1. Financial Stability Pass/Fail	C.2. Performance Surety Bond Pass/Fail	C.3. Letter of Transmittal Pass/Fail	C.4. Signed Campaign Contribution Disclosure Form Pass/Fail	Total Points (100 Possible)	C.5. Cost	C.6. NM Resident Vendor	C.7. Resident Veterans	
	TJC CONSTRUCTION, LLC	20	10	N/A	30	10	20	PASS	PASS	PASS	90	\$137,096.00	N/A	N/A	
	MAGNUM STEEL BUILDING, INC	0	0	N/A	0	0	0	FAIL	FAIL	PASS	0	\$158,574.00	N/A	N/A	
Committee Member: 2															
PROPOSALS	B.1. Organizational Experience 20Pts.	B.2. Organizational References 10 Pts.	B.3. Oral Presentations 10 Pts.	B.4. Mandatory Specifications 30 Pts.	B.5. Deirable Specifications 10 Pts	B. Business Specifications 20 Pts.	C.1. Financial Stability Pass/Fail	C.2. Performance Surety Bond Pass/Fail	C.3. Letter of Transmittal Pass/Fail	C.4. Signed Campaign Contribution Disclosure Form Pass/Fail	Total Points (100 Possible)	C.5. Cost	C.6. NM Resident Vendor	C.7. Resident Veterans	
	TJC CONSTRUCTION, LLC	20	10	N/A	30	10	20	PASS	PASS	PASS	90	\$137,096.00	N/A	N/A	
	MAGNUM STEEL BUILDING, INC	0	3	N/A	10	1	1	FAIL	FAIL	PASS	15	\$158,574.00	N/A	N/A	
Committee Member: 3															
PROPOSALS	B.1. Organizational Experience 20Pts.	B.2. Organizational References 10 Pts.	B.3. Oral Presentations 10 Pts.	B.4. Mandatory Specifications 30 Pts.	B.5. Deirable Specifications 10 Pts	B. Business Specifications 20 Pts.	C.1. Financial Stability Pass/Fail	C.2. Performance Surety Bond Pass/Fail	C.3. Letter of Transmittal Pass/Fail	C.4. Signed Campaign Contribution Disclosure Form Pass/Fail	Total Points (100 Possible)	C.5. Cost	C.6. NM Resident Vendor	C.7. Resident Veterans	
	TJC CONSTRUCTION, LLC	20	10	N/A	25	10	20	PASS	PASS	PASS	85	\$137,096.00	N/A	N/A	
	MAGNUM STEEL BUILDING, INC	10	4	N/A	0	0	10	FAIL	FAIL	PASS	24	\$158,574.00	N/A	N/A	
Committee Member: 4															
PROPOSALS	B.1. Organizational Experience 20Pts.	B.2. Organizational References 10 Pts.	B.3. Oral Presentations 10 Pts.	B.4. Mandatory Specifications 30 Pts.	B.5. Deirable Specifications 10 Pts	B. Business Specifications 20 Pts.	C.1. Financial Stability Pass/Fail	C.2. Performance Surety Bond Pass/Fail	C.3. Letter of Transmittal Pass/Fail	C.4. Signed Campaign Contribution Disclosure Form Pass/Fail	Total Points (100 Possible)	C.5. Cost	C.6. NM Resident Vendor	C.7. Resident Veterans	
	TJC CONSTRUCTION, LLC	20	10	N/A	30	10	20	PASS	PASS	PASS	90	\$137,096.00	N/A	N/A	
	MAGNUM STEEL BUILDING, INC	0	2	N/A	0	0	0	FAIL	FAIL	PASS	2	\$158,574.00	N/A	N/A	
Committee Member: 5															
PROPOSALS	B.1. Organizational Experience 20Pts.	B.2. Organizational References 10 Pts.	B.3. Oral Presentations 10 Pts.	B.4. Mandatory Specifications 30 Pts.	B.5. Deirable Specifications 10 Pts	B. Business Specifications 20 Pts.	C.1. Financial Stability Pass/Fail	C.2. Performance Surety Bond Pass/Fail	C.3. Letter of Transmittal Pass/Fail	C.4. Signed Campaign Contribution Disclosure Form Pass/Fail	Total Points (100 Possible)	C.5. Cost	C.6. NM Resident Vendor	C.7. Resident Veterans	
	TJC CONSTRUCTION, LLC	20	10	N/A	30	10	20	PASS	PASS	PASS	90	\$137,096.00	N/A	N/A	
	MAGNUM STEEL BUILDING, INC	0	5	N/A	10	0	0	FAIL	FAIL	PASS	15	\$158,574.00	N/A	N/A	



9f.

New Business
Resolution 20-63
Creation of Economic
District

Intent to Join Development Auth.



Resolution 20-63

A RESOLUTION TO SUPPORT THE CREATION OF AN ELECTRIC GENERATING FACILITY ECONOMIC DISTRICT AND TO CONVEY CIBOLA COUNTY'S INTEREST AND INTENT TO JOIN THE RELATED REDEVELOPMENT AUTHORITY TO MCKINLEY COUNTY AND THE STATE OF NEW MEXICO

WHEREAS, the Board of Cibola County Commissioners of Cibola County, New Mexico, met a regularly scheduled Commission Meeting on November 12, 2020, at the Cibola County Administration Building, 700 East Roosevelt, Suite 50, Grants, NM 87020; and,

WHEREAS, pursuant to NMSA 1978 Section 4-38-1 (1884) the powers of a county as a body politic and corporate shall be exercised by a board of county commissioners; and,

WHEREAS, on March 9, 2020, the Governor of State of New Mexico signed into law House Bill 8 from the 2020 Regular Legislative Session; and,

WHEREAS, this bill sponsored by a bi-county Legislative Delegation allows the creation of an Electric Generating Facility Economic District and a Redevelopment Authority that has many enumerated powers and duties as a special district and subdivision of the State; and

WHEREAS, the major purpose and focus of this Authority is to catalyze economic development, implement strategies and projects to drive private sector investment and job creation, and sustain and grow tax base for the bi-county area of Cibola and McKinley; and,

WHEREAS, this bill allows McKinley County to create this District and its Authority and shall allow Cibola County to join by December 31, 2020; and,

NOW THEREFORE BE IT RESOLVED that the Board of Commissioners of Cibola County hereby approves support for this Authority and its related Redevelopment Authority to focus efforts on sustaining and growing the Prewitt Industrial Cluster; and,

BE IT FURTHER RESOLVED THAT the County of Cibola is conveying its interest and intent to participate in this District and Authority to McKinley County, the State of New Mexico, and its citizens.

PASSED, APPROVED, AND ADOPTED at Cibola County, Grants, New Mexico this 12th day of November, 2020.

CIBOLA COUNTY BOARD OF COMMISSIONERS:

Daniel Torrez, Chairman

Robert Windhorst, 1st Vice Chairman

Martha Garcia, 2nd Vice-Chairman

Christine Lowery, Commissioner

Ralph Lucero, Commissioner

ATTEST:

Michelle E. Dominguez
Cibola County Clerk