



**SIERRA VISTA HOSPITAL GOVERNING BOARD  
REGULAR MEETING AGENDA  
Elephant Butte Lake RV  
Resort Center  
4-29-25**

**TABLE OF CONTENTS**

Agenda.....	GB 1-5
April 4, 2025 Special Minutes.....	GB 6-7
March 25, 2025 Regular Minutes.....	GB 8-12
SCRDA Explanations.....	FC 4-7
February Financial Analysis.....	FC 8
March Financial Analysis.....	FC 9
Key Statistics March.....	FC 10
Statistics by Month.....	FC 11
12 Month Statistics.....	FC 12
Detailed Stats by Month.....	FC 13-14
March Volume Trends.....	FC 15
March Income Statement.....	FC 16
Income Statement by Month.....	FC 17
12 Month Income Statement.....	FC 18
March Balance Sheet.....	FC 19
Balance Sheet by Month.....	FC 20
March Financial Trends.....	FC 21
Medicare Reserves report.....	FC 22
FY24 Appropriated Funds.....	FC 23-34
Consent for non-parent policy.....	BQ 17-19
Bylaws note.....	GB 13
Governing Board Policies.....	GB 14-29
HR Report.....	GB 30-34
Nursing Services Report.....	GB 35
CEO Report (deleted from packet) CEO cannot attend due to emergency	



*\*Closed session items will be handed out in closed session*

***High quality for every patient, every day.***

**AGENDA  
SIERRA VISTA HOSPITAL  
GOVERNING BOARD REGULAR MEETING**

**April 29, 2025**

**12:00pm**

**Elephant Butte Lake RV  
Event Center**

**MISSION STATEMENT:** Provide high quality, highly reliable and medically proficient healthcare services to the citizens of Sierra County.

**VISION STATEMENT:** Become the trusted, respected, and desired destination for the highest quality of healthcare in the state of New Mexico; exceed compliance and quality expectations and improve the quality of life for our patients and community.

**VALUES:** Stewardship. Honest. Accountable. Respect. Professional. Kindness. Integrity. Trust. (SHARP KIT)

**GUIDING PRINCIPLES:** High quality for every patient, every day.

**TIME OF MEETING:** 12:00pm

**PURPOSE:** Regular Meeting

**COUNTY**

Kathi Pape, **Chair**  
Serina Bartoo, **Vice Chair**  
Shawnee R. Williams, **Member**

**ELEPHANT BUTTE**

Katharine Elverum, **Member**  
Richard Holcomb, **Member**

**CITY**

Bruce Swingle, **Member**  
Jesus Baray, **Member**  
Greg D'Amour, **Member**

**EX-OFFICIO**

Don Bates, **CEO**  
Amanda Cardona, **VCW**  
Janet Porter-Carrejo, **City Manager, EB**  
Amber Vaughn, **County Manager**  
Gary Whitehead, **City Manager, TorC**  
Jim Paxon, **JPC Chair**

**VILLAGE of WILLIAMSBURG**

Cookie Johnson, **Secretary**

**SUPPORT STAFF:**

Ming Huang, **CFO**  
Sheila Adams, **CNO**  
Heather Johnson, **HIM Mgr.**  
Zach Heard, **PXO**

**Ovation:**

Erika Sundrud  
David Perry

<b>AGENDA ITEMS</b>	<b>PRESENTER</b>	<b>ACTION REQUIRED</b>
1. <b>Call to Order</b>	Kathi Pape, Chairperson	
2. <b>Pledge of Allegiance</b>	Kathi Pape, Chairperson	
3. <b>Roll Call</b>	Jennifer Burns	Quorum Determination
4. <b>Approval of Agenda</b>	Kathi Pape, Chairperson	Amend/Action
<b>“Are there any items on this agenda that could cause a potential conflict of interest by any Governing Board Member?”</b>		
5. <b>Approval of minutes</b>	Kathi Pape, Chairperson	
A. April 4, 2025 Special Meeting		Amend/Action
B. March 25, 2025 Regular Meeting		Amend/Action
6. <b>Public Input – 3-minute limit</b>		Information
7. <b>Old Business-</b> None		
8. <b>New Business-</b> None		
9. <b>Finance Committee- Bruce Swingle, Chairperson</b>		
A. SCRDA Agreement Update	Don Bates, CEO	Action
B. February & March Financial Report	Ming Huang, CFO	Action
C. FY24 Appropriated Funds PT & EMS	Ming Huang, CFO	Report
10. <b>Board Quality- Shawnee Williams, Chairperson</b>		
A. Policies	Sheila Adams, CNO	Action
• Consent for non-parent to accompany a minor for appointment		
11. <b>Bylaws Committee- Katharine Elverum</b>		
A. Proposed Revisions to Bylaws		Action
B. GB Policy Review		Action
12. <b>Administrative Reports</b>		
A. HR Report	Don Bates, CEO	Report
B. Nursing Services	Sheila Adams, CNO	Report
C. CEO Report	Don Bates, CEO	Report
D. Governing Board	Kathi Pape, Chairperson	Report
<b>Motion to Close Meeting:</b>		

**13. Executive Session – In accordance with Open Meetings Act, NMSA 1978, Chapter 10, Article 15, Section 10-15-1 (H) 2, 7 and 9 including credentialing under NM Review Organization Immunity Act, NMSA Section 41-2E (8) and 41-9-5 the Governing Board will vote to close the meeting to discuss the following items:**

*Order of business to be determined by Chairperson:*

**10-15-1(H) 2 – Limited Personnel Matters**

**A. Privileges**

Don Bates, CEO

**RP Delegated Reappointments-**

Jason Akrami MD  
Renee Bonetti MD  
Andrew Bruner MD  
Danny Eisenberg MD  
Stacey Greenspan MD  
Christopher Hendrix DO  
Peter Holt MD  
Jeremie Karsenti DO  
Snehal Mehta MD  
Sara Orrin MD  
Stephen Parven MD  
Jorge Ramirez MD  
Erik Richter MD  
Robbie Shoots MD  
Robert Stears MD  
Jana Sulzer MD  
Danit Talmi MD  
Kristin Wehrung MD  
Stephanie Heinlen, MD

**2-Year Reappointments-**

Erica Palin, MD  
Sonia Seufer MD

**Provisional to 2-Year Appointments-**

Andres Diocares, MD

**Terms-**

Karen Lynn- Fiato

**B. Patient Experience Report**

Zach Heard, PXO

**10-15-1 (H) 7 – Attorney Client Privilege/ Pending Litigation**

**A. Risk Report**

Heather Johnson, Risk

**10-15-1 (H) 9 – Public Hospital Board Meetings- Strategic and long-range business plans**

**A. Quality Update**

Sheila Adams, CNO

**B. Compliance**

Zach Heard, PXO

- C. Ovation Report to Board
- CHNA Update

Erika Sundrud, Ovation  
Kylie Lattimore, Ovation

**Roll Call to Close Meeting:**

**14. Re-Open Meeting – As required by Section 10-15-1(J), NMSA 1978 matters discussed in executive session were limited only to those specified in the motion to close the meeting.**

**10-15-1(H) 2 – Limited Personnel Matters**

**A. Privileges**

**Action**

**RP Delegated Reappointments-**

Jason Akrami MD  
Renee Bonetti MD  
Andrew Bruner MD  
Danny Eisenberg MD  
Stacey Greenspan MD  
Christopher Hendrix DO  
Peter Holt MD  
Jeremie Karsenti DO  
Snehal Mehta MD  
Sara Orrin MD  
Stephen Parven MD  
Jorge Ramirez MD  
Erik Richter MD  
Robbie Shoots MD  
Robert Stears MD  
Jana Sulzer MD  
Danit Talmi MD  
Kristin Wehrung MD  
Stephanie Heinlen, MD

**2-Year Reappointments-**

Erica Palin, MD  
Sonia Seufer MD

**Provisional to 2-Year Appointments-**

Andres Diocares, MD

**Terms-**

Karen Lynn- Fiato

**B. Patient Experience Report**

**Report**

**10-15-1 (H) 7 – Attorney Client Privilege/ Pending Litigation**

**A. Risk Report**

**Report**

**10-15-1 (H) 9 - Public Hospital Board Meetings- Strategic and long-range business plans**

**A. Quality Update**

**Report**

- B. Compliance
- C. Ovation Report to Board
  - CHNA Update

Report  
Report  
Report

**15. Other**

Next Regular Meeting- May 27, 2025 @ 12:00  
(May 26, 2025 is Memorial Day)

Discussion

**16. Adjournment**

Action

**SIERRA VISTA HOSPITAL  
GOVERNING BOARD SPECIAL MEETING MINUTES**

**April 4, 2025**

**11:30am**

**SVH Boardroom**

**1. The Governing Board of Sierra Vista Hospital met April 4, 2025, at 11:30am in the boardroom at Sierra Vista Hospital for a special meeting. Kathi Pape, Governing Board Chairperson, called the meeting to order at 11:30am.**

**2. Pledge of Allegiance**

**COUNTY**

Kathi Pape, **Chair**, Present  
Serina Bartoo, **VC**, Present  
Shawnee R. Williams, Absent

**ELEPHANT BUTTE**

Katharine Elverum, Absent  
Richard Holcomb, Present

**CITY**

Bruce Swingle, Present  
Jesus Baray, Present  
Greg D'Amour, Present

**EX-OFFICIO**

Don Bates, CEO, Excused  
Amanda Cardona, VCW, Absent  
Janet Porter-Carrejo, CM, EB, Absent  
Amber Vaughn, CM, Absent  
Gary Whitehead, CM, TorC, Absent  
Jim Paxon, JPC Chair, Present

**VILLAGE of WILLIAMSBURG**

Cookie Johnson, **Secretary**, Absent

**Ovation:**

Erika Sundrud, Present by phone

**AGENDA ITEMS****PRESENTER****ACTION REQUIRED**

1. **Call to Order** Kathi Pape, Chairperson
2. **Pledge of Allegiance** Kathi Pape, Chairperson
3. **Roll Call** Jennifer Burns Quorum Determination
4. **Approval of Agenda** Kathi Pape, Chairperson  
Jesus Baray motioned to approve the agenda. Greg D'Amour seconded. Motion carried unanimously.

**"Are there any items on this agenda that could cause a potential conflict of interest by any Governing Board Member?" None**

**Motion to Close Meeting:**

Greg D'Amour motioned to close the meeting. Richard Holcomb seconded. Kathi Pape read the following stipulation:

5. Executive Session – In accordance with Open Meetings Act, **NMSA 1978, Chapter 10, Article 15, Section 10-15-1 (H) 2 the Governing Board will vote to close the meeting to discuss the following item:**

**10-15-1(H) 2 – Limited Personnel Matters****A. Finalization of 90-day CEO Evaluation****Roll Call to Close Meeting:**

Kathi Pape – Y	Serina Bartoo – Y
Richard Holcomb – Y	Bruce Swingle - Y
Greg D'Amour – Y	Jesus Baray – Y

6. **Re-Open Meeting – As required by Section 10-15-1(J), NMSA 1978 matters discussed in executive session were limited only to those specified in the motion to close the meeting.**

**10-15-1(H) 2 – Limited Personnel Matters****A. Finalization of 90-day CEO Evaluation**

Serina Bartoo motioned for Chairperson, Kathi Pape and Bruce Swingle to address the evaluation with Don Bates verbally. Jesus Baray seconded. Motion carried unanimously.

**7. Adjournment**

Jesus Baray motioned to adjourn Serina Bartoo seconded. Motion carried unanimously.

**Note:** The regular Governing Board meeting will be held on April 29<sup>th</sup> at 12:00 instead of April 22<sup>nd</sup>.

\_\_\_\_\_  
Jennifer Burns, Recording Secretary

\_\_\_\_\_  
Date

\_\_\_\_\_  
Kathi Pape, Governing Board Chair

\_\_\_\_\_  
Date



**SIERRA VISTA HOSPITAL  
GOVERNING BOARD REGULAR MEETING MINUTES**

**March 25, 2025**

**12:00pm**

**Elephant Butte Lake RV  
Event Center**

1. The Governing Board of Sierra Vista Hospital met March 25, 2025 at 12:00pm at Elephant Butte Lake RV Resort Event Center for a regular meeting. Kathi Pape, Governing Board Chairperson, called the meeting to order at 12:02.

**2. Pledge of Allegiance**

**3. Roll Call:**

**COUNTY**

Kathi Pape, **Chair**, Present  
Serina Bartoo, **VC**, Present  
Shawnee R. Williams, Present

**ELEPHANT BUTTE**

Katharine Elverum, Present  
Richard Holcomb, Present by phone

**CITY**

Bruce Swingle, Present  
Jesus Baray, Present by phone  
Greg D'Amour, Present

**EX-OFFICIO**

Don Bates, CEO, Present  
Amanda Cardona, VCW, Present  
Janet Porter-Carrejo, CM, EB, Absent  
Amber Vaughn, CM, Absent  
Gary Whitehead, CM, TorC, Absent  
Jim Paxon, JPC Chair, Present

**VILLAGE of WILLIAMSBURG**

Cookie Johnson, **Secretary**, Absent

**SUPPORT STAFF:**

Ming Huang, CFO  
Sheila Adams, CNO  
Zachary Heard, PEO  
Lisa Boston, Compliance  
Heather Johnson, Risk  
Kellye Foster, DOP

**Ovation:**

Erika Sundrud

4. **Approval of the agenda** Kathi Pape, Chairperson  
Serina Bartoo motioned to approve the agenda. Katharine Elverum seconded. Motion carried unanimously.

**“Are there any items on this agenda that could cause a potential conflict of interest by any Governing Board Member?” None**

5. **Approval of minutes** Kathi Pape, Chairperson  
A. February 25, 2025, Regular Meeting  
Katharine Elverum motioned to approve February 25, 2025, regular meeting minutes. Serina Bartoo seconded. Motion carried unanimously.

6. **Public Input**  
None

7. **Old Business-**  
None

8. **New Business-**  
None

**9. Finance Committee- Serina Bartoo for Bruce Swingle, Chairperson**

A. January Financial Report - Ming Huang, CFO, directed board members to page FC6 of the packet. Total patient days in January were 116 days, 21 days less than December. There were 1,342 outpatient visits, which is 189 more than December. The RHC had 809 visits, 151 more than December and the ER had 691 visits, 91 less than December. At the end of January, we had 93 days cash on hand which equals \$9,409,738. Accounts receivable net days were 46 and accounts payable days were 22.

Gross patient revenue in January was \$5,654,494. Other deductions are higher at \$550,883 because we wrote off \$470,000 old Athena accounts. Net patient revenue was \$2,425,396. Under other operating revenue, we received the employee retention credit of \$2,858,949. Total operating revenue was \$5,907,601. Total operating expenses were \$3,143,171. EBITDA is \$2,764,430 which is a 47% margin for January. Year to date, EBITDA is \$2,848,941 which is a 12% margin.

At the end of January, we had \$9,519,728 in the bank. At the end of December, we had \$5,131,298 in the bank. In addition to the employee retention credit, we received \$1.5 million from SB 161 and cost report settlement for \$790,855.

Discussion was held regarding the HDAA funds, when they are coming and how much to expect. There is no guarantee that this program will continue with the current situation in the Government.

Serina Bartoo motioned based on the recommendation of the Finance Committee, acceptance of the January financial report. Kathi Pape seconded. Motion carried unanimously.

B. SCRDA Agreement - Don Bates, CEO, stated that this is for our EMS dispatch services. The agreement renews every year. The fee has increased substantially to \$70,000 over last year's amount of \$35,000. The Finance Committee asked for further explanation of the fee increase so this item has been tabled.

**10. Board Quality- Shawnee Williams, Chairperson**

- A. Downtime resilience
- B. Medical staff policies and form
- C. Mock survey assignments and corrective action
- D. Incident reports and quality improvement GB 9

- E. Education topics
- F. Compliance reports

Lisa Boston discussed each topic. This was for informational/ educational purposes only and no action was required.

## **11. Administrative Reports**

A. Patient Experience Report - Zach Heard, PEO, reported that this report covers encounters from February 14 through March 18. This report includes direct patient feedback and Press Ganey survey responses. In progress actions to improve patient experiences include AIDET Training (acknowledge, introduce, duration, explain, thank you). Primarily, the ED, Med/Surg, registration and clinic will receive this training. On the positive side, the ED staff and doctors received four compliments, EMS staff received three compliments, registration two and RHC staff four.

B. Nursing Services - Sheila Adams, CNO, two international nurses have completed orientation in the ED. Eight international nurses are scheduled to arrive over the next 18 months and we are looking for a full-time case manager. Recruitment for the CNA Program will begin once the contract is approved. Once candidates pass their tests, they will start in open positions. This program will result in the elimination of travel CNAs. Our EMS/ Community EMS recently taught BLS to high school students and BLS, ACLS and PALS courses are available once a month on Saturdays. Dr. Ralls has increased his availability to expand the sleep program. Our Trauma survey has finally been completed, and we were awarded a three-year certification. We are the only level 4 Trauma hospital to receive the three-year certification in the state of New Mexico. Kudos to Autumn Long, Penny Hill and Dr. Garver for working on our trauma program.

C. CEO Report - Don Bates, CEO, reported that he has been in contact with Dr. Sardar in order to get our cardiology services back. Emily Gerardo has received her DEA and is credentialed with a small number of our payors. She will start seeing patients who have the insurance she is credentialed with, and that list will grow quickly until she is fully credentialed. Dr. Mysore did an onsite visit and has agreed to provide GI procedures and colonoscopies. 3 Crosses providers, Dr. Robinson and Dr. Kamali visited the hospital this morning. We may be adding pain clinic and ortho to the lineup of services they will provide.

We are working on getting our coders certified as well as our registration staff. Our budget process starts in April. Managers have been asked to identify trends, anticipate changes and make their departments profitable. We have reviewed our charge master in comparison to competition in the area. We are undercharging significantly. In some cases, we are charging below the Medicare reimbursement rate. We don't want to be the highest and we don't want to be the lowest.

Heather Milton, HR Director candidate, has accepted our offer and will be moving here in June.

D. Governing Board - Kathi Pape, Chairperson, asked Don Bates about a complaint that she had previously brought to his attention. Brian Hamilton, EMS Manager, will be following up on that issue.

Kathi stated that she recently reviewed the Governing Board Bylaws and found some things that the board has neglected to do. The Bylaws committee was asked to stay after the meeting today to discuss these matters.

## **Motion to Close Meeting:**

Katharine Elverum motioned to close the meeting. Serina Bartoo seconded.

Kathi Pape read the following stipulation:

**12. Executive Session – In accordance with Open Meetings Act, NMSA 1978, Chapter 10, Article 15, Section 10-15-1 (H) 2, 7 and 9 including credentialing under NM Review Organization Immunity Act, NMSA Section 41-2E (8) and 41-9-5 the Governing Board will vote to close the meeting to discuss the following items:**

*Order of business to be determined by Chairperson:*

**10-15-1(H) 2 – Limited Personnel Matters**

**A. Privileges**

Don Bates, CEO

RP Delegated Initial-

John H. Lampe, MD

Provisional to 2-year-

Nikhil Mehta, MD (ESS)

Timothy Overton, MD (ESS)

2-year Reappointment-

Ruth S. Bennett, DO

Terms-

Yvonne Muojieje, DPM

Kamran Kamali, MD

**B. 90 – Day CEO Evaluation**

Kathi Pape, Chair

**10-15-1 (H) 7 – Attorney Client Privilege/ Pending Litigation**

**A. EHR Update**

Don Bates, CEO

**10-15-1 (H) 9 – Public Hospital Board Meetings- Strategic and long-range business plans**

**A. Ovation Report to Board**

Erika Sundrud, Ovation

**Roll Call to Close Meeting:**

Kathi Pape – Y

Serina Bartoo – Y

Shawnee Williams – Y

Katharine Elverum – Y

Richard Holcomb – Y

Bruce Swingle (arrived during closed)

Greg D'Amour – Y

**13. Re-Open Meeting – As required by Section 10-15-1(J), NMSA 1978 matters discussed in executive session were limited only to those specified in the motion to close the meeting.**

**10-15-1(H) 2 – Limited Personnel Matters**

**A. Privileges**

RP Delegated Initial-

John H. Lampe, MD

Provisional to 2-year-

Nikhil Mehta, MD (ESS)

Timothy Overton, MD (ESS)

**2-year Reappointment**

Ruth S. Bennett, DO

**Terms-**

Yvonne Muojieje, DPM

Kamran Kamali, MD

Shawnee Williams motioned based on the recommendation of the Board Quality Committee to approve all privileges as presented. Greg D'Amour seconded. Motion carried unanimously.

**B. 90 – Day CEO Evaluation**

Kathi Pape stated that no action will be taken at this time.

**10-15-1 (H) 7 – Attorney Client Privilege/ Pending Litigation**

**A. EHR Update**

No action

**10-15-1 (H) 9 - Public Hospital Board Meetings- Strategic and long-range business plans**

**A. Ovation Report to Board**

No action

**14. Other**

Next Regular Meeting- April 22, 2025, at 12:00. Finance Committee will be held at 11:00 on April 22 at 11:00 and the Board Quality Committee will meet on Monday, April 21, 2025, at 10:00.

**15. Adjournment**

**Action**

Katharine Elverum motioned to adjourn. Serina Bartoo seconded. Motion carried unanimously.

---

Jennifer Burns, Recording Secretary

Date

---

Kathi Pape, Governing Board Chair

Date

---

**Fw: SCRADA**

---

**From** Don Bates <Don.Bates@svhnm.org>  
**Date** Thu 4/24/2025 8:30 AM  
**To** Jennifer Burns <jennifer.burns@svhnm.org>

See Brian's answer below.

**DR. DON BATES**

**Chief Executive Officer - Sierra Vista Hospital and Clinics**

800 E 9th Avenue

Truth or Consequences, NM 87901

575-894-2111



---

**From:** Brian Hamilton <Brian.Hamilton@svhnm.org>  
**Sent:** Thursday, March 27, 2025 9:51 AM  
**To:** Don Bates <Don.Bates@svhnm.org>  
**Cc:** Jennifer Burns <jennifer.burns@svhnm.org>; Ming Huang <Ming.Huang@svhnm.org>  
**Subject:** RE: SCRADA

Good Morning!

There were a few driving factors in the increase. The budget increased by 7.3% (primarily payroll costs). Also, last year there was a larger unencumbered amount carried over and we are projecting less for GRT funding. GRT subsidizes a large amount of the operating costs.

Our contract for FY23/24 was for \$70,704  
Our contract for FY24/25 was for \$49,711 (Huge jump in GRT contribution)

With all of the projects and planned projects going on, we expect GRT revenue to be much higher in the coming years. The plan is for GRT to eventually cover almost all if not all of SCRDA's operating costs. Please let me know if you need any further info.

Cheers,



Brian Hamilton  
Director  
Emergency Management  
EMS

Phone: 575.743.1278  
Cell : 575.642.3907  
[brian.hamilton@svhnm.org](mailto:brian.hamilton@svhnm.org)

575.894-2111  
800 East 9<sup>th</sup> Avenue  
Truth or Consequences, New  
Mexico 87901

[www.svhnm.org](http://www.svhnm.org)

Confidentiality Notice: This email including all attachments, is for the sole use of the intended recipient (s) and may contain confidential and privileged information. Any unauthorized review, use disclosure or distribution is prohibited unless specifically provided for under the New Mexico Inspection of Public Records Act. If you are not the intended recipient, please contact the sender and destroy all copies of this message

**From:** Don Bates <Don.Bates@svhnm.org>  
**Sent:** Wednesday, March 26, 2025 8:18 AM  
**To:** Brian Hamilton <Brian.Hamilton@svhnm.org>  
**Cc:** Jennifer Burns <jennifer.burns@svhnm.org>; Ming Huang <Ming.Huang@svhnm.org>  
**Subject:** SCRADA

Brian,

Please circle back to SCRDA and ask them why the price jumped so much. The Finance Committee is doing their due diligence. The price almost doubled, and they simply want to see where the number came from to justify the increase.

**DR. DON BATES**

**Chief Executive Officer - Sierra Vista Hospital and Clinics**

800 E 9th Avenue

Truth or Consequences, NM 87901

575-894-2111

---

**Fw: SCRDA**

---

**From** Don Bates <Don.Bates@svhnm.org>  
**Date** Thu 4/24/2025 8:32 AM  
**To** Jennifer Burns <jennifer.burns@svhnm.org>

See Deb's response below.

**DR. DON BATES**

**Chief Executive Officer - Sierra Vista Hospital and Clinics**

800 E 9th Avenue

Truth or Consequences, NM 87901

575-894-2111



---

**From:** Serina <serinabartoo@yahoo.com>  
**Sent:** Saturday, March 29, 2025 9:50 PM  
**To:** Don Bates <Don.Bates@svhnm.org>  
**Subject:** Re: SCRDA

Great, thank you so much.  
Sent from my iPhone

On Mar 29, 2025, at 6:35 PM, Don Bates <Don.Bates@svhnm.org> wrote:

Serina - the legal review of the SCRDA was completed. Per Deb Mann it's fine to execute.



Get [Outlook for iOS](#)

**From:** Don Bates <Don.Bates@svhnm.org>  
**Sent:** Saturday, March 29, 2025 6:00 PM  
**To:** Deborah E. Mann <DEM@SUTINFIRM.COM>  
**Cc:** AnaMarie Goodfellow <AMG@SUTINFIRM.COM>  
**Subject:** Re: SCRDA

Thanks, Deborah!

Don

Get [Outlook for iOS](#)

**From:** Deborah E. Mann <DEM@SUTINFIRM.COM>  
**Sent:** Saturday, March 29, 2025 3:19:19 PM  
**To:** Don Bates <Don.Bates@svhnm.org>  
**Cc:** AnaMarie Goodfellow <AMG@SUTINFIRM.COM>  
**Subject:** RE: SCRDA

This SCRDA agreement is fine. I found the last one I reviewed and all of my comments on that one are included in this one. The two are identical except for this year's funding amount, which changes every year anyway, and the requirement that each member of the Sierra County Dispatch Authority Board sign it.

There is a year left on the old agreement, but there is no reason not to sign a new one now. The amount of funding is calculated every year based on the past year's performance, so signing a new agreement early does not affect the parties.

Let me know if you have any questions.

Best,  
Deb

<image005.jpg>

Deborah E. Mann  
Counsel  
6100 Uptown Blvd, Suite 400  
Albuquerque, NM 87110  
Post Office Box 1945  
Albuquerque, NM 87103  
P: 505.883.3344  
F: 505.855.9529  
C: 505.525.0227  
[dem@sutinfirm.com](mailto:dem@sutinfirm.com)  
[www.sutinfirm.com](http://www.sutinfirm.com)  
[Biography](#)

CONFIDENTIALITY STATEMENT



## **Financial Analysis**

**February 28<sup>th</sup>, 2025**

**Days Cash on Hand** for February 2025 are 75 which equals to \$7,620,981

**Accounts Receivable Net days** are 42

**Accounts Payable days** are 24

### **Hospital Excess Revenue over Expense**

The **Net Income** for the month of February was (\$1,681,168) vs. a Budget Income of (\$301,940).

**Hospital Gross Revenue** for February was \$2,573,340 or \$2,391,597 less than the budget. Patient Days were 77 – 71 less than January, Outpatient visits were 682 – 350 less than January. RHC visits were 671 – 138 less than January and ER visits were 670 – 45 less than January.

**Revenue Deductions** for February were \$1,782,327.

**Other Operating Revenue** was \$161,004.

**Non-Operating Revenue** was \$354,068.

**Hospital Operating Expenses** for February were \$2,651,542.

**EBITDA** for February was (\$1,345,456) vs. a Budget of \$83,455. YTD EBITDA is \$1,503,485 vs. a Budget of \$724,266.

The **Bond Coverage Ratio** in February was -275% vs. an expected ratio of 130%.



## **Financial Analysis**

**March 31<sup>st</sup>, 2025**

**Days Cash on Hand** for March 2025 are 93 which equals \$9,472,373

**Accounts Receivable Net** days are 49

**Accounts Payable** days are 22

### **Hospital Excess Revenue over Expense**

The **Net Income** for the month of March was \$2,993,945 vs. a Budget Income of (\$334,291).

**Hospital Gross Revenue** for March was \$7,115,100 or \$1,618,206 more than the budget. Patient Days were 101 – 24 more than February, Outpatient visits were 864 – 182 more than February. RHC visits were 670 – 1 less than February and ER visits were 777 – 107 more than February.

**Revenue Deductions** for March were \$3,715,726.

**Other Operating Revenue** was \$2,556,854. Received \$2,385,345 from Health Care Delivery and Access (HDAA) program.

**Non-Operating Revenue** was \$511,963, including a donation of \$159,000 from Community Health Foundation for Ultrasound System.

**Hospital Operating Expenses** for March were \$3,084,672. Compared to budget, Other Operating Expenses were over budget due to the recruitment expense of \$40,000.

**EBITDA** for March was \$3,383,491 vs. a Budget of \$92,396. YTD EBITDA is \$4,886,976 vs. a Budget of \$816,662.

The **Bond Coverage Ratio** in March was 11% vs. an expected ratio of 130%.

Sierra Vista Hospital  
KEY STATISTICS  
March 31, 2025

MONTH				BENCHMARK RANGE				YEAR TO DATE			
Actual	Budget	Variance to	Prior Year	QHR 75th	QHR 50th	Actual	Budget	Variance to	Prior Year	Variance to	Prior Year
3/31/25	3/31/25	Budget	3/31/24			3/31/25	3/31/25	Budget	03/31/24	Budget	03/31/24
DESCRIPTION											
Growth											
Net Patient Revenue Growth Rate											
				6%	5%						
Admissions											
32	29	3	22	675	390	244	261	(17)	222	22	22
-	3	(3)	4	77	55	25	27	(2)	28	(3)	(3)
32	32	-	26	751	445	269	288	(19)	250	19	19
3.2	3.2	(0.0)	3.5	3.3	4.0	3.7	3.2	1	3.5	0.20	0.20
101	102	(1)	90			1,004	918	86	883	121	121
864	986	(122)	946	40,845	23,550	8,877	8,874	3	8,789	88	88
670	880	(210)	707	17,340	14,112	6,826	7,920	(1,094)	7,964	(1,138)	(1,138)
777	705	72	667	7,782	6,018	6,545	6,345	200	6,280	265	265
4%	4%	0.0%	3%	10%	6%	4%	4%	0%	4%	0%	0%
ER Visits Conversion to Acute Admissions											
Surgery Cases											
-	-	-	-	194	93	-	-	-	4	(4)	(4)
-	15	(15)	3	1,142	579	94	135	(41)	131	(37)	(37)
-	15	(15)	3	1,336	672	94	135	(41)	135	(41)	(41)
Profitability											
52%	15%	37%	-2%	7%	4%	15%	15%	0%	2%	13%	13%
46%	15%	31%	-16%	2%	2%	4%	15%	-11%	-12%	16%	16%
52%	46%	6%	51%	47%	50%	58%	46%	12%	53%	4%	4%
9%	2%	7%	5%	2%	6%	9%	2%	7%	10%	0%	0%
97%			90%	83%	78%	97%			90%	7%	7%
\$ 6,670		\$ 23,889	(\$17,218)	Gross Patient Revenue/Adjusted Admission		\$6,670		\$ 23,889	(\$17,218)		
\$ 3,187		\$ 11,638	(\$8,451)	Net Patient Revenue/Adjusted Admission		\$3,187		\$ 11,638	(\$8,451)		
34%	40%	-6%	43%	Salaries % Net Pt Rev	40%	46%	40%	6%	42%	4%	4%
6%	7%	-1%	8%	Benefits % Net Pt Rev	11%	8%	7%	1%	8%	1%	1%
7%	8%	-1%	4%	Supplies % Net Pt Rev	10%	9%	8%	1%	8%	1%	1%
Cash and Liquidity											
93				236	106	93			82	11	11
88				47	57	88			72	16	16
49				41	53	49			53	(4)	(4)
22				30	35	22			30	(8)	(8)
4.2				4.3	2.6	4.2			4.0	0.3	0.3

Sierra Vista Hospital  
STATISTICS by Month  
March 31, 2025  
(SUBJECT TO AUDIT)

Description	Month Ending 6/30/2025	Month Ending 5/31/2025	Month Ending 4/30/2025	Month Ending 3/31/2025	Month Ending 2/28/2025	Month Ending 1/31/2025	Month Ending 12/31/2024	Month Ending 11/30/2024	Month Ending 10/31/2024	Month Ending 9/30/2024	Month Ending 8/31/2024	Month Ending 7/31/2024
<b>Admissions</b>												
Acute				32		22	27	30	33	31	24	20
Swing				-		1	3	5	3	2	2	5
<b>Total Admissions</b>				32		23	30	35	36	33	26	25
ALOS (acute and swing)			#DIV/0!	3.2	3.3	3.3	4.9	3.9	3.4	3.3	3.1	4.8
Patient Days (acute and swing)			#DIV/0!	101	77	148	137	137	121	108	80	113
Outpatient Visits			#DIV/0!	864	682	1,032	858	858	955	1,186	1,185	1,078
Rural Health Clinic Visits			#DIV/0!	670	671	809	658	658	765	831	764	786
ER Visits			#DIV/0!	777	670	715	782	782	757	714	728	726
ER Visits Conversion to Acute Admissions	#DIV/0!	#DIV/0!	#DIV/0!	4%	3%	4%	4%	4%	4%	4%	3%	3%
<b>Surgery Cases</b>												
Inpatient Surgery Cases				-	-	-	-	-	-	-	-	-
Outpatient Surgery Cases				-	-	-	-	-	5	33	17	17
<b>Total Surgeries</b>				-	-	-	-	-	5	33	17	17
<b>Profitability</b>												
EBITDA % Net Rev	#DIV/0!	#DIV/0!	#DIV/0!	52%	-103%	47%	47%	-2%	-3%	-15%	18%	-1%
Operating Margin %	#DIV/0!	#DIV/0!	#DIV/0!	46%	-129%	40%	40%	-18%	-18%	-30%	8%	-14%
Rev Ded % Net Rev	#DIV/0!	#DIV/0!	#DIV/0!	52%	69%	57%	57%	57%	59%	61%	53%	58%
Bad Debt % Net Pt Rev	#DIV/0!	#DIV/0!	#DIV/0!	9%	18%	6%	6%	13%	11%	9%	5%	9%
Outpatient Revenue %	#DIV/0!	#DIV/0!	#DIV/0!	97%	98%	96%	96%	96%	97%	97%	98%	97%
Gross Patient Revenue/Adjusted Admission	#DIV/0!	#DIV/0!	#DIV/0!	\$ 6,670	\$ 2,238	\$ 7,539	\$ 6,563	\$ 4,965	\$ 4,965	\$ 5,517	\$ 4,929	\$ 6,328
Net Patient Revenue/Adjusted Admission	#DIV/0!	#DIV/0!	#DIV/0!	\$ 3,187	\$ 688	\$ 3,234	\$ 2,795	\$ 2,024	\$ 2,024	\$ 2,162	\$ 2,330	\$ 2,633
Salaries % Net Pt Rev	#DIV/0!	#DIV/0!	#DIV/0!	34%	129%	50%	43%	48%	48%	53%	38%	44%
Benefits % Net Pt Rev	#DIV/0!	#DIV/0!	#DIV/0!	6%	24%	9%	7%	9%	9%	6%	9%	8%
Supplies % Net Pt Rev	#DIV/0!	#DIV/0!	#DIV/0!	7%	22%	8%	8%	10%	9%	9%	8%	8%
<b>Cash and Liquidity</b>												
Days Cash on Hand	-	-	-	93	75	93	93	50	41	48	52	55
A/R Days (Gross)	-	-	-	88	80	79	79	85	94	82	81	71
A/R Days (Net)	-	-	-	49	42	46	46	54	67	58	60	57
Days In AP	-	-	-	22	24	22	22	35	31	23	24	27
Current Ratio	#DIV/0!	#DIV/0!	#DIV/0!	4.2	3.6	4.3	4.3	3.7	3.7	4.4	4.7	5.0

Sierra Vista Hospital  
TWELVE MONTH STATISTICS  
March 31, 2025  
(SUBJECT TO AUDIT)

Description	3/31/2025	Month Ending 2/28/2025	Month Ending 1/31/2025	Month Ending 12/31/2024	Month Ending 11/30/2024	Month Ending 10/31/2024	Month Ending 9/30/2024	Month Ending 8/31/2024	Month Ending 7/31/2024	Month Ending 6/30/2024	Month Ending 5/31/2024	Month Ending 4/30/2024
<b>Admissions</b>												
Acute	32	22	27	30	33	31	24	25	20	30	21	22
Swing	-	1	3	5	3	2	2	4	5	3	5	2
<b>Total Admissions</b>	<b>32</b>	<b>23</b>	<b>30</b>	<b>35</b>	<b>36</b>	<b>33</b>	<b>26</b>	<b>29</b>	<b>25</b>	<b>33</b>	<b>26</b>	<b>24</b>
ALOS (acute and swing)	3.2	3.3	4.9	3.9	3.4	3.3	3.1	3.9	4.8	5.3	4.8	3.0
Patient Days (acute and swing)	101	77	148	137	121	108	80	113	119	175	126	73
Outpatient Visits	864	682	1,032	858	955	1,186	1,185	1,078	1,037	931	1,031	1,082
Rural Health Clinic Visits	670	671	809	658	765	831	764	872	786	867	855	872
ER Visits	777	670	715	782	757	714	728	676	726	703	780	693
ER Visits Conversion to Acute Admissions	4%	3%	4%	4%	4%	4%	3%	4%	3%	4%	3%	3%
<b>Surgery Cases</b>												
Inpatient Surgery Cases	-	-	-	-	-	-	-	-	-	-	-	-
Outpatient Surgery Cases	-	-	-	-	5	33	17	22	17	-	22	11
<b>Total Surgeries</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>5</b>	<b>33</b>	<b>17</b>	<b>22</b>	<b>17</b>	<b>-</b>	<b>22</b>	<b>11</b>
<b>Profitability</b>												
EBITDA % Net Rev	52%	-103%	47%	-2%	-3%	-15%	18%	-1%	-1%	-2%	11%	-2%
Operating Margin %	46.3%	-129%	40%	-18%	-18%	-30%	8%	-15%	-14%	-16.3%	-0.9%	-15.5%
Rev Ded % Net Rev	52%	69%	57%	57%	59%	61%	53%	58%	58%	57%	56%	58%
Bad Debt % Net Pt Rev	9.3%	18%	6%	13%	11%	9%	5%	10%	9%	11.1%	9.5%	11.7%
Outpatient Revenue %	97%	98%	96%	96%	97%	97%	98%	97%	97%	88%	89%	91%
Gross Patient Revenue/Adjusted Admission	\$ 6,670	\$ 2,238	\$ 7,539	\$ 6,563	\$ 4,965	\$ 5,517	\$ 4,929	\$ 6,328	\$ 7,676	\$ 20,880	\$ 28,268	\$ 20,238
Net Patient Revenue/Adjusted Admission	\$ 3,187	\$ 688	\$ 3,234	\$ 2,795	\$ 2,024	\$ 2,162	\$ 2,330	\$ 2,633	\$ 3,209	\$ 9,052	\$ 12,323	\$ 8,558
Salaries % Net Pt Rev	34%	129%	50%	43%	48%	53%	38%	44%	43%	43%	40%	46%
Benefits % Net Pt Rev	6%	24%	9%	7%	9%	6%	9%	9%	8%	8%	7%	12%
Supplies % Net Pt Rev	7%	22%	8%	10%	9%	9%	8%	8%	8%	9%	7%	11%
<b>Cash and Liquidity</b>												
Days Cash on Hand	93	75	93	50	41	48	52	56	55	62	68	75
A/R Days (Gross)	88	80	79	85	94	82	81	73	71	82	86	77
A/R Days (Net)	49	42	46	54	67	58	60	57	58	65	68	59
Days in AP	22	24	22	35	31	23	24	22	27	29	28	33
Current Ratio	4.2	3.6	4.3	3.7	3.7	4.4	4.7	5.0	4.9	3.8	3.6	3.5

Sierra Vista Hospital  
Detailed Stats by Month  
3/31/2025  
(SUBJECT TO AUDIT)

Description	FY2025	Avg FY2025	Month	Month	Month	Month	Month	Month	Month	Month	Month	Month	Month	Month	Month	Month	Month	Month	Month	Month	Month	Month	Month	Month	Month	Month
			Ending 6/30/2025	Ending 5/31/2025	Ending 4/30/2025	Ending 3/31/2025	Ending 2/28/2025	Ending 1/31/2025	Ending 12/31/2024	Ending 11/30/2024	Ending 10/31/2024	Ending 9/30/2024	Ending 8/31/2024	Ending 7/31/2024	Ending 6/30/2024	Ending 5/31/2024	Ending 4/30/2024	Ending 3/31/2024	Ending 2/29/2024	Ending 1/31/2024	Ending 12/31/2023	Ending 11/30/2023	Ending 10/31/2023	Ending 9/30/2023	Ending 8/31/2023	Ending 7/31/2023
Total Acute Patient Days	788	88																								
Total Swingbed Patient Days	216	24																								
Total Acute Hours (based on Disch Hrs)	19,230	2,137																								
TOTAL ACUTE																										
Patient Days	788	88																								
Admits	244	27																								
Discharges	260	29																								
Discharge Hours	19,230	2,137																								
Avg LOS	3.0	3.0	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
Medicare Acute																										
Patient Days	550	61																								
Admits	159	18																								
Discharges	158	18																								
Discharge Hours	13,220	1,469																								
Avg LOS	3.5	3.5	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
SWING - ALL (Medicare/Other)																										
Patient Days	216	24																								
Admits	25	3																								
Discharges	21	2																								
Discharge Hours	5,171	575																								
Avg LOS	10.3	10.3	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
Observations																										
Patient Days	189	21																								
Admits	121	13																								
Discharge Hours	4,533	504																								
Emergency Room																										
Total ER Patients	6,545	727																								
Admitted	188	21																								
Transferred	736	82																								
Ambulance																										
Total ALS/BLS runs	2,942	327																								
911 Calls	2,200	244																								
Transfers	742	82																								
OP Registrations	8,712	968																								
Rural Health Clinic																										
Total RHC Visits	6,826	758																								
Avg Visits per day	326	36																								
Walk-In Clinic	1,441	160																								
Behavioral Health																										
Patients Seen	2,786	310																								



**Sierra Vista Hospital  
Detailed Stats by Month  
3/31/2025**

**(SUBJECT TO AUDIT)**

FY2025	Avg FY2025	FY2025											
		Month Ending 6/30/2025	Month Ending 5/31/2025	Month Ending 4/30/2025	Month Ending 3/31/2025	Month Ending 2/28/2025	Month Ending 1/31/2025	Month Ending 12/31/2024	Month Ending 11/30/2024	Month Ending 10/31/2024	Month Ending 9/30/2024	Month Ending 8/31/2024	Month Ending 7/31/2024
Dietary													
	6,569	730	674	492	930	881	710	706	508	812	856		
	1,050	117	120	85	140	128	118	131	115	117	96		
	53,483	5,943	5,582	5,487	6,361	6,152	5,821	6,069	5,543	5,958	6,510		
	2,586	287	266	189	302	325	285	344	172	357	346		
Laboratory													
	161,419	17,935	19,998		20,101	19,864	19,977	20,531	19,259	21,236	20,453		
	6,020	669	743		709	678	772	762	679	917	760		
	159	18			18	15	21	28	18	17	24		
Physical Therapy													
	1,322	147					253	312	212	294	251		
	5,024	558					981	1,226	807	1,109	901		
	224	25					47	61	39	38	39		
	228	25					29	44	40	60	55		
Radiology													
	4,306	478	533	361	518	475	494	482	493	511	439		
	3,766	418	450	269	465	407	444	388	450	455	438		
	1,306	145	108	64	141	130	162	165	189	185	162		
	515	57	58	27	49	57	87	68	45	60	64		
	446	50	48	37	59	52	29	55	48	55	63		
	28	3	1	3	5		4	8	2	1	4		
	145	16	21	6	11	17	17	22	14	16	21		
Surgery													
	109	12					6	33	21	26	23		
	84	9					6	28	16	18	16		
	10	1							4	6			
	21	2						11	1	2	7		
	94	10					5	33	17	22	17		
Sleep Study													
	25	3	1	2	4	3	4	5	4				
	47	5	7	1	3	2	6	11	12	4	1		



## Volume Trends

### Acute Admissions



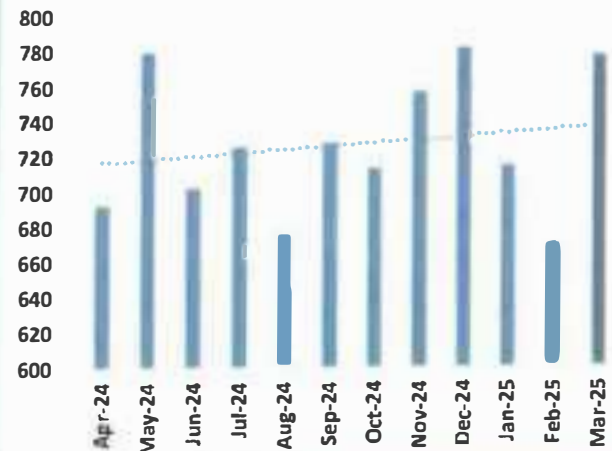
### Total Acute +Swing Bed Admissions



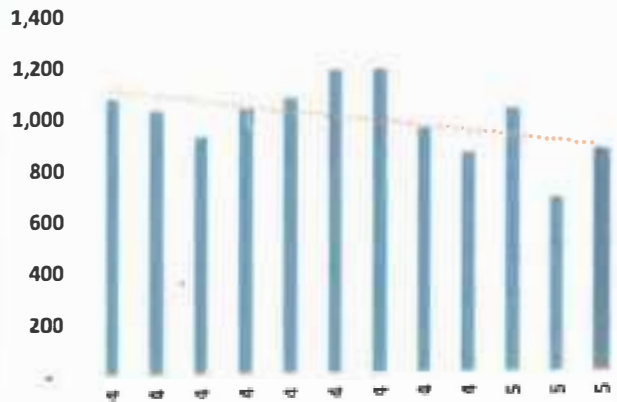
### ER Visits Conversion to Acute Admissions



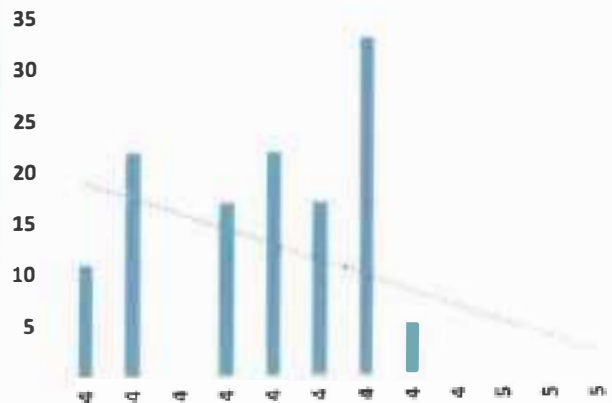
### Emergency Room



### Outpatient Visits



### Total Surgeries





Sierra Vista Hospital  
INCOME STATEMENT by Month  
March 31, 2025

Description	Month Ending 6/30/2025	Month Ending 5/31/2025	Month Ending 4/30/2025	Month Ending 3/31/2025	Month Ending 2/28/2025	Month Ending 1/31/2025	Month Ending 12/31/2024	Month Ending 11/30/2024	Month Ending 10/31/2024	Month Ending 9/30/2024	Month Ending 8/31/2024	Month Ending 7/31/2024
<b>Revenues</b>												
Gross Patient Revenue												
Revenue Deductions												
Contractual Allowances												
Bad Debt												
Other Deductions												
Total Revenue Deductions												
Other Patient Revenue												
Net Patient Revenue												
Gross to Net %												
Other Operating Revenue												
Non-Operating Revenue												
Total Operating Revenue												
<b>Expenses</b>												
Salaries & Benefits												
Salaries												
Benefits												
Other Salary & Benefit Expense												
Supplies												
Contract Services												
Professional Fees												
Leases/Rentals												
Utilities												
Repairs / Maintenance												
Insurance												
Other Operating Expenses												
Total Operating Expenses												
EBITDA												
EBITDA Margin												
Non - Operating Expenses												
Depreciation and Amortization												
Interest												
Tax/Other												
Total Non Operating Expenses												
NET INCOME (LOSS)												
Net Income Margin												

Sierra Vista Hospital  
TWELVE MONTH INCOME STATEMENT  
March 31, 2025

Description	Month Ending 3/31/2025	Month Ending 2/28/2025	Month Ending 1/31/2025	Month Ending 12/31/2024	Month Ending 11/30/2024	Month Ending 10/31/2024	Month Ending 9/30/2024	Month Ending 8/31/2024	Month Ending 7/31/2024	Month Ending 6/30/2024	Month Ending 5/31/2024	Month Ending 4/30/2024
<b>Revenues</b>												
Gross Patient Revenue	\$ 7,115,100	\$ 2,573,340	\$ 5,654,494	\$ 5,742,437	\$ 5,958,328	\$ 6,068,566	\$ 6,407,535	\$ 6,117,139	\$ 6,396,968	\$ 5,741,886	\$ 6,681,638	\$ 5,396,678
Revenue Deductions												
Contractual Allowances	3,075,801	1,186,560	2,510,927	2,669,871	2,988,783	3,264,731	2,678,727	3,000,044	3,321,360	2,877,694	3,417,518	2,777,194
Bad Debt	347,485	179,350	167,288	375,313	287,808	223,750	162,199	280,439	263,774	311,734	305,679	302,535
Other Deductions	292,440	416,416	550,883	252,625	256,637	209,944	545,447	293,346	142,724	90,773	53,221	34,769
<b>Total Revenue Deductions</b>	<b>\$ 3,715,726</b>	<b>\$ 1,782,327</b>	<b>\$ 3,229,098</b>	<b>\$ 3,297,809</b>	<b>\$ 3,533,228</b>	<b>\$ 3,698,426</b>	<b>\$ 3,386,374</b>	<b>\$ 3,573,829</b>	<b>\$ 3,727,858</b>	<b>\$ 3,280,201</b>	<b>\$ 3,776,418</b>	<b>\$ 3,114,498</b>
Other Patient Revenue	2	0	0	1,375	3,775	8,266	7,635	2,046	5,006	27,727	7,500	0
<b>Net Patient Revenue</b>	<b>\$ 3,399,377</b>	<b>\$ 791,014</b>	<b>\$ 2,425,396</b>	<b>\$ 2,446,002</b>	<b>\$ 2,428,875</b>	<b>\$ 2,378,406</b>	<b>\$ 3,028,796</b>	<b>\$ 2,545,356</b>	<b>\$ 2,674,116</b>	<b>\$ 2,489,412</b>	<b>\$ 2,912,721</b>	<b>\$ 2,282,180</b>
<b>Gross to Net %</b>	<b>48%</b>	<b>31%</b>	<b>43%</b>	<b>43%</b>	<b>41%</b>	<b>39%</b>	<b>47%</b>	<b>42%</b>	<b>42%</b>	<b>43%</b>	<b>44%</b>	<b>42%</b>
Other Operating Revenue	2,556,854	161,004	3,040,185	145,900	203,291	158,806	290,006	323,844	257,755	251,514	303,334	355,901
Non-Operating Revenue	511,933	354,068	442,020	312,485	296,805	328,569	628,466	214,579	192,549	277,759	234,113	291,074
<b>Total Operating Revenue</b>	<b>\$ 6,468,163</b>	<b>\$ 1,306,085</b>	<b>\$ 5,907,601</b>	<b>\$ 2,904,387</b>	<b>\$ 2,928,971</b>	<b>\$ 2,865,781</b>	<b>\$ 3,947,269</b>	<b>\$ 3,083,779</b>	<b>\$ 3,124,420</b>	<b>\$ 3,018,685</b>	<b>\$ 3,450,168</b>	<b>\$ 2,929,155</b>
<b>Expenses</b>												
Salaries & Benefits	1,405,535	1,226,887	1,448,327	1,254,985	1,400,071	1,437,569	1,451,433	1,357,932	1,400,193	1,302,813	1,418,983	1,355,557
Salaries	1,152,634	1,018,619	1,204,476	1,046,253	1,155,545	1,267,403	1,145,357	1,107,855	1,158,045	1,067,723	1,160,810	1,048,313
Benefits	201,504	187,555	220,322	182,144	217,302	142,695	280,625	225,724	219,074	206,427	216,641	273,001
Other Salary & Benefit Expense	51,397	20,714	23,529	26,588	27,224	27,471	25,451	24,353	23,074	28,664	41,533	34,242
Supplies	222,769	176,388	190,184	233,486	214,955	207,928	227,530	199,109	209,516	223,579	215,896	245,030
Contract Services	928,460	790,039	1,026,962	982,668	938,058	1,142,022	972,593	1,033,438	1,015,466	1,102,394	1,011,032	940,549
Professional Fees	185,130	180,990	189,507	190,653	190,026	194,776	215,418	204,868	179,686	183,410	194,380	181,355
Leases/Rentals	5,886	5,651	5,853	6,713	7,784	9,220	8,921	6,349	4,207	7,302	4,886	11,931
Utilities	47,256	38,409	39,661	42,718	43,988	34,600	52,043	55,040	53,964	56,931	43,717	41,233
Repairs / Maintenance	60,707	53,872	61,190	68,191	42,146	82,291	81,281	57,161	56,893	93,457	48,499	59,865
Insurance	154,932	156,326	155,314	157,503	155,474	122,239	155,084	157,370	155,474	87,741	88,136	88,984
Other Operating Expenses	73,995	22,979	26,173	36,561	32,520	63,845	66,421	34,847	64,866	33,054	30,458	57,129
<b>Total Operating Expenses</b>	<b>\$3,084,672</b>	<b>\$2,651,542</b>	<b>\$3,143,171</b>	<b>\$2,973,480</b>	<b>\$3,025,023</b>	<b>\$3,294,489</b>	<b>\$3,230,725</b>	<b>\$3,106,113</b>	<b>\$3,140,266</b>	<b>\$3,090,681</b>	<b>\$3,055,987</b>	<b>\$2,981,631</b>
<b>EBITDA</b>	<b>\$3,383,491</b>	<b>(\$1,345,456)</b>	<b>\$2,764,430</b>	<b>(\$69,093)</b>	<b>(\$96,051)</b>	<b>(\$428,708)</b>	<b>\$716,544</b>	<b>(\$22,335)</b>	<b>(\$15,846)</b>	<b>(\$71,996)</b>	<b>\$394,181</b>	<b>(\$52,476)</b>
<b>EBITDA Margin</b>	<b>57%</b>	<b>-103%</b>	<b>47%</b>	<b>2%</b>	<b>3%</b>	<b>15%</b>	<b>18%</b>	<b>1%</b>	<b>-1%</b>	<b>-24%</b>	<b>11%</b>	<b>2%</b>
<b>Non - Operating Expenses</b>												
Depreciation and Amortization	259,395	229,645	253,101	300,372	322,842	296,811	289,146	302,821	291,737	286,862	298,589	284,373
Interest	75,872	76,532	75,982	76,037	76,844	73,587	73,607	74,527	73,648	73,667	74,733	73,707
Tax/Other	54,279	29,535	80,667	73,376	41,458	58,524	42,130	69,313	53,675	59,099	51,127	44,418
<b>Total Non Operating Expenses</b>	<b>\$389,546</b>	<b>\$335,711</b>	<b>\$409,751</b>	<b>\$449,785</b>	<b>\$441,144</b>	<b>\$428,922</b>	<b>\$404,884</b>	<b>\$446,662</b>	<b>\$419,060</b>	<b>\$419,629</b>	<b>\$424,448</b>	<b>\$402,498</b>
<b>NET INCOME (LOSS)</b>	<b>\$2,993,945</b>	<b>(\$1,681,168)</b>	<b>\$2,354,680</b>	<b>(\$518,878)</b>	<b>(\$537,195)</b>	<b>(\$857,630)</b>	<b>\$311,660</b>	<b>(\$468,997)</b>	<b>(\$434,906)</b>	<b>(\$491,624)</b>	<b>(\$30,267)</b>	<b>(\$454,973)</b>
<b>Net Income Margin</b>	<b>46%</b>	<b>(125%)</b>	<b>40%</b>	<b>(18%)</b>	<b>(18%)</b>	<b>(30%)</b>	<b>8%</b>	<b>(15%)</b>	<b>(14%)</b>	<b>(16.3%)</b>	<b>(3%)</b>	<b>(16%)</b>



Sierra Vista Hospital  
BALANCE SHEET  
March 31, 2025

March 31, 2025 (Unaudited)	DESCRIPTION	June 30, 2024
	<b>Assets</b>	
	<b>Current Assets</b>	
\$ 9,236,045	Cash and Liquid Capital	\$ 5,740,889
\$ 236,328	US Bank Clearing	\$ 115,051
\$ 9,472,373	Total Cash	\$ 5,855,939
\$ 16,887,714	Accounts Receivable - Gross	\$ 14,714,146
\$ 12,890,770	Contractual Allowance	\$ 9,435,272
\$ 3,996,944	Total Accounts Receivable, Net of Allowance	\$ 5,278,874
\$ 1,325,164	Other Receivables	\$ 1,083,401
\$ 424,117	Inventory	\$ 383,474
\$ 528,849	Prepaid Expense	\$ 68,738
\$ 15,747,447	Total Current Assets	\$ 12,670,426
	<b>Long Term Assets</b>	
\$ 59,930,183	Fixed Assets	\$ 59,087,815
\$ 22,687,383	Accumulated Depreciation	\$ 20,148,771
\$ -	Construction in Progress	\$ -
\$ 37,242,800	Total Fixed Assets, Net of Depreciation	\$ 38,939,044
\$ 37,242,800	Total Long Term Assets	\$ 38,939,044
\$ 2,992,521	New Hospital Loan	\$ 1,942,930
\$ 55,982,769	Total Assets	\$ 53,552,400
	<b>Liabilities &amp; Equity</b>	
	<b>Current Liabilities</b>	
\$ 1,235,442	Account Payable	\$ 1,632,554
\$ 1,235,637	Interest Payable	\$ 543,556
\$ 51,936	Accrued Taxes	\$ 59,574
\$ 1,048,187	Accrued Payroll and Related	\$ 570,609
\$ 150,000	Cost Report Settlement	\$ (487,000)
\$ 3,721,202	Total Current Liabilities	\$ 2,319,294
	<b>Long term Liabilities</b>	
\$ 28,624,815	Long Term Notes Payable	\$ 28,660,502
\$ 28,624,815	Total Long Term Liabilities	\$ 28,660,502
\$ 358,311	Unapplied Liabilities	\$ 667,868
\$ 435,624	Capital Equipment Lease	\$ 223,431
\$ 33,139,952	Total Liabilities	\$ 31,871,095
\$ 21,681,305	Retained Earnings	\$ 25,108,277
\$ 1,161,511	Net Income	\$ (3,426,971)
\$ 55,982,769	Total Liabilities and Equity	\$ 53,552,400

Sierra Vista Hospital  
BALANCE SHEET by Month  
March 31, 2025

	6/30/2025	Month Ending	5/31/2025	Month Ending	4/30/2025	Month Ending	3/31/2025	Month Ending	2/28/2025	Month Ending	1/31/2025	Month Ending	12/31/2024	Month Ending	11/30/2024	Month Ending	10/31/2024	Month Ending	9/30/2024	Month Ending	8/31/2024	Month Ending	7/31/2024
<b>Current Assets</b>																							
Cash and Liquid Capital																							
US Bank Clearing																							
<b>Total Cash</b>																							
Accounts Receivable - Gross																							
Contractual Allowance																							
<b>Total Accounts Receivable, Net of Allowance</b>																							
Other Receivables																							
Inventory																							
Prepaid Expense																							
<b>Total Current Assets</b>																							
<b>Long Term Assets</b>																							
Fixed Assets																							
Accumulated Depreciation																							
<b>Total Fixed Assets, Net of Depreciation</b>																							
<b>Total Long Term Assets</b>																							
<b>New Hospital Loan</b>																							
<b>Total Assets</b>																							
<b>Liabilities &amp; Equity</b>																							
<b>Current Liabilities</b>																							
Account Payable																							
Interest Payable																							
Accrued Taxes																							
Accrued Payroll and Related Cost Report Settlement																							
<b>Total Current Liabilities</b>																							
<b>Long Term Liabilities</b>																							
Long Term Notes Payable																							
<b>Total Long Term Liabilities</b>																							
<b>Unapplied Liabilities</b>																							
Capital Equipment Lease																							
<b>Total Liabilities</b>																							
Retained Earnings																							
Net Income																							
<b>Total Liabilities and Equity</b>																							

## Financial Trends

### Net Patient Revenue

\$4,000,000  
\$3,500,000  
\$3,000,000  
\$2,500,000  
\$2,000,000  
\$1,500,000  
\$1,000,000  
\$500,000  
\$-

Apr-24  
May-24  
Jun-24  
Jul-24  
Aug-24  
Sep-24  
Oct-24  
Nov-24  
Dec-24  
Jan-25  
Feb-25  
Mar-25

### Total Operating Revenue

\$7,000,000  
\$6,000,000  
\$5,000,000  
\$4,000,000  
\$3,000,000  
\$2,000,000  
\$1,000,000  
\$-

Apr-24  
May-24  
Jun-24  
Jul-24  
Aug-24  
Sep-24  
Oct-24  
Nov-24  
Dec-24  
Jan-25  
Feb-25  
Mar-25

### Employed Labor Costs

1,600,000  
1,400,000  
1,200,000  
1,000,000  
800,000  
600,000  
400,000  
200,000  
0

Apr-24  
May-24  
Jun-24  
Jul-24  
Aug-24  
Sep-24  
Oct-24  
Nov-24  
Dec-24  
Jan-25  
Feb-25  
Mar-25

Salaries Benefits

### Contract Services

1,200,000  
1,000,000  
800,000  
600,000  
400,000  
200,000  
0

Apr-24  
May-24  
Jun-24  
Jul-24  
Aug-24  
Sep-24  
Oct-24  
Nov-24  
Dec-24  
Jan-25  
Feb-25  
Mar-25

### Total Expenses

\$3,500,000  
\$3,000,000  
\$2,500,000  
\$2,000,000  
\$1,500,000  
\$1,000,000  
\$500,000  
\$0

4  
4  
4  
4  
4  
4  
4  
4  
4  
5  
5  
5

### EBITDA

\$4,000,000  
\$3,000,000  
\$2,000,000  
\$1,000,000  
\$0  
(\$1,000,000)

Apr-24  
May-24  
Jun-24  
Jul-24  
Aug-24  
Sep-24  
Oct-24  
Nov-24  
Dec-24  
Jan-25  
Feb-25  
Mar-25

Sierra Vista Hospital  
3/31/2025  
**Reserves**

Medicare Liability ("Cost Report Settlement" on Balance Sheet)  
Cost Report Bad Debt Write-Off Reserve/General Reserve  
FY24 Cost Report Receivable

3/31/2025	Notation
-----------	----------

(150,000)

Total Liability (150,000)





Null

Project Details

Displaying 2 records | Appropriation FY: 2024 | County: Sierra | A Code: A24I3150 | Fin Class Name: SIERRA CO REHAB AND EMS BLDGS, SVH CONSTRUCT | Fund Code: GF

Fin Class	Fin Class Name	A Code	Approp FY	Fund Code	County	Approp Amt	Approp Exp *	Reversions	Approp Bal
I3138	SANTA FE RAILROAD B	A24I3138	2024	GF	Santa Fe				
I3139	NORTH CENTRAL COG PK ..	A24I3139	2024	GF	Santa Fe				
I3140	SANTA FE CO HOMEBOUN..	A24I3140	2024	GF	Santa Fe				
I3141	SANTA FE CO RECOVERY C..	A24I3141	2024	GF	Santa Fe				
I3142	SANTA FE FIRE DEPT SCB..	A24I3142	2024	GF	Santa Fe				
I3143	SANTA FE FORT MARCY P	A24I3143	2024	GF	Santa Fe				
I3144	SANTA FE PERMANEN'								
I3145	SANTA FE RAILYARD B								
I3146	SANTA FE RAILYARD W								
I3147	SANTA FE REGIONAL A								
I3148	SANTA FE RIVER PK PE								
I3149	SIERRA CO FAIR GROU								
I3150	ELEPHANT BUTTE ST A								
I3151	SIERRA CO REHAB AND E	A24I3150	2024	GF	Sierra	1,500,000	0	0	1,500,000
I3152	SOCORRO CO DETENTION ..	A24I3151	2024	GF	Socorro				
I3153	SOCORRO CO ESCONDIDA ..	A24I3152	2024	GF	Socorro				
I3154	MAGDALENA EMERGENC..	A24I3153	2024	GF	Socorro				

# Capital Appropriations

Appropriation ID: I3150

Modify the values for the Appropriation and click the 'Submit' button to accept changes.

I3150 - Admin Agcy: 341 - Fiscal Agent: Sierra Vista Hospital - Dept Code: A24I3150 - Class Code: I3150	
Year	2024
Appropriation Title	SIERRA CO RENOV AND ENH BLDGS, EPR CONSTRUCT
Description	To plan, design, construct, improve and equip facilities for the Sierra Vista Hospital in Truth or Consequences in Sierra county.
Fund Code	GENERAL FUND
EO 2013-204 Eligibility	
Current Year Date	
Bond Series Number	
Amount of Bond Sale	\$0
Category	LOCAL
Subcategory	HEALTH FACILITIES
County	Sierra
State Amount	\$1,500,000
State Allocation	\$0 / \$0 / \$0
Fundation Date	10/30/2023
<b>SHARE/BOF Data</b>	
Expenditure Amount (SHARE)	\$0
Appropriation Balance (SHARE)	\$1,500,000
Expenditure Amount (BOF)	\$0
BOF Amount (BOF)	\$0
Fundation Amount (BOF)	\$0
Appropriation Balance (BOF)	\$1,500,000
Last Update (SHARE/BOF)	10/30/2023
<b>State Agency Data</b>	
Local Fiscal Agent	21028 - Sierra Vista Hospital
Request from Prior Project Amount	\$0
Amount Obligated	\$0
Project Start Date	
Expenditure Amount	\$0
BOF Amount	\$0
Health of Balance to New Project	\$0
Health to Project	\$0
Reversion Amount	\$0
Project Status	Sierra is contacted to update OPMS for activity 131504, 131505
Commitment authorized LAST quarter	GA executed 6/27/2024
Commitment for next quarter	Submit NOO to obligate funding
Project Phase	0160 Grant Agreement Fully Executed
Current Balance	\$1,500,000

**STATE OF NEW MEXICO  
DEPARTMENT OF FINANCE AND ADMINISTRATION  
GENERAL FUND 93100 CAPITAL APPROPRIATION PROJECT**

**THIS AGREEMENT** is made and entered into as of the date it is executed, by and between the Department of Finance and Administration, hereinafter called the "Department" or abbreviation such as "DFA/LGD", and **SIERRA VISTA SPECIAL HOSPITAL DISTRICT**, hereinafter called the "Grantee". This Agreement shall be effective as of the date it is executed by the Department.

**RECITALS**

**WHEREAS**, in the **Laws of 2024, Chapter 66, Section 28, Paragraph 508**, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

**WHEREAS**, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

**WHEREAS**, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation;

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

**ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE**

A. The project that is the subject of this Agreement is described as follows:

**24-13150                      \$1,500,000.00                      APPROPRIATION REVERSION DATE: June 30, 2028**

Laws of 2024, Chapter 66, Section 28, Paragraph 508, One Million Five Hundred Thousand (\$1,500,000.00), from the General Fund 93100 to plan, design, construct, improve and equip facilities for the Sierra Vista hospital in Truth or Consequences in Sierra county;

The Grantee's total reimbursements shall not exceed One Million Five Hundred Thousand \$1,500,000.00 (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")<sup>1</sup>, if applicable, Fifteen Thousand \$15,000.00, which equals One Million Four Hundred Eighty-five Thousand \$1,485,000.00 (the "Adjusted Appropriation Amount").

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." [Optional Language if special conditions apply. Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Optional Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A shall prevail, in the event of irreconcilable conflict.] The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

**ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE**

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

- i. Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- ii. The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
- iii. The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and
- iv. The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and
- v. In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
  - a. must be approved by the applicable oversight entity (if any) in accordance with law; or
  - b. if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

- vi. The Grantee shall request approval of its obligation(s) by submitting a Notice of Obligation form as provided by the Department. The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:
  - a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.
  - b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.
  - c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date.
  - d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

<sup>1</sup>The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars (\$200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars (\$100,000)." Section 13-4A-4 NMSA 1978.

<sup>2</sup>"Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

---

**ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES**

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: SIERRA VISTA SPECIAL HOSPITAL DISTRICT  
Name: Frank Corcoran  
Title: Chief Executive Officer  
Address: 800 E. 9th Ave., Truth or Consequences, NM 87901  
Email: frank.corcoran@svhnm.org  
Telephone: 575-894-2111

The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee: SIERRA VISTA SPECIAL HOSPITAL DISTRICT  
Name: Ming Huang  
Title: Chief Financial Officer  
Address: 800 E. 9th Ave., Truth or Consequences, NM 87901  
Email: ming.huang@svhnm.org  
Telephone: 575-894-2111

The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: DFA/Local Government Division  
Name: Alison Gillette  
Title: Program Manager  
Address: Bataan Memorial Bldg. Rm 202, Santa Fe, NM 87501  
Email: Alison.Gillette@dfa.nm.gov  
Telephone: 505-469-7811

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by email or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

**ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS**

- A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **June 30, 2028** the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.
- B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are *not* expended and an expenditure has *not* occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

## **ARTICLE V. EARLY TERMINATION**

### **A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement**

Early Termination includes:

- i. Termination due to completion of the Project before the Reversion Date; or
- ii. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
- iii. Termination for violation of the terms of this Agreement; or
- iv. Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

### **B. Early Termination Before Reversion Date Due to Non-appropriation**

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

### **C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination**

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

## **ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS**

- A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:
- i. The Grantee shall immediately suspend entering into new or further written obligations with third parties; and
  - ii. The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
  - iii. The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

- B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

- C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

### **D. Corrective Action Plan in the Event of Suspension**

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

## **ARTICLE VII. AMENDMENT**

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

## **ARTICLE VIII. REPORTS**

### **A. Database Reporting**

The Grantee shall report quarterly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration. Additionally, the Grantee shall certify on the Request for Payment form that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Quarterly reports are due on the last day of each quarter. Quarter end reporting periods are September 30th, December 31st, March 31st, and June 30th.

### **B. Requests for Additional Information/Project Inspection**

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

- i. request such additional information regarding the Project as it deems necessary; and
- ii. conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

## **ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES**

A. The Grantee shall request payment by submitting a Request for Payment, in the form provided by the Department. Payment requests are subject to the following procedures:

- i. The Grantee must submit a Request for Payment; and
- ii. Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
- iii. In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of execution of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

### **C. Deadlines**

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

- i. Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
- ii. Twenty (20) days from date of Early Termination; or

iii. Twenty (20) days from the Reversion Date.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

#### **ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES**

A. The following general conditions and restrictions are applicable to the Project:

- i. The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).
- ii. The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.
- iii. The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the "Anti-Donation Clause."
- iv. The Grantee shall not for a period of 10 years from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance, written approval, which may include a requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.
- v. The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

- i. The Grantee has the legal authority to receive and expend the Project's funds.
- ii. This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
- iii. This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.
- iv. The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
- v. The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
- vi. The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower



protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

- vii. No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

#### **ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS**

- A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.
- B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.
- C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

#### **ARTICLE XII. IMPROPERLY REIMBURSED FUNDS**

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

#### **ARTICLE XIII. LIABILITY**

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

#### **ARTICLE XIV. SCOPE OF AGREEMENT**

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

#### **ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT**

The Grantee acknowledges, warrants, and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the SIERRA VISTA SPECIAL HOSPITAL DISTRICT may immediately terminate this Agreement by giving Contractor written notice of such termination. The SIERRA VISTA SPECIAL HOSPITAL DISTRICT's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an

impairment of contract claim against the **SIERRA VISTA SPECIAL HOSPITAL DISTRICT** or the Department of Finance and Administration, Local Government Division (DFA/LGD) or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the **SIERRA VISTA SPECIAL HOSPITAL DISTRICT** or the Department"

**ARTICLE XVI REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT**

Grantee acknowledges, warrants, and agrees that Grantee shall include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

"This contract is funded in whole or in part by funds made available under a DFA/LGD Grant Agreement. Should the DFA/LGD early terminate the grant agreement, the SIERRA VISTA SPECIAL HOSPITAL DISTRICT may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the SIERRA VISTA SPECIAL HOSPITAL DISTRICT only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

**ARTICLE XVII COMPLIANCE WITH UNIFORM FUNDING CRITERIA**

A. Throughout the term of this Agreement, Grantee shall:

1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V(A) of this Agreement.

**ARTICLE XVIII SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES**

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that the SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose

of determining whether a particular activity is allowable under the authorizing language of the agreement.

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the Department.

GRANTEE

Sierra Vista Hospital  
Entity Name

Signature of Official with Authority to Bind Grantee

By: Frank Corcoran  
(Print Name)

Its: CEO  
(Title)

06-26-24  
Date

DEPARTMENT OF FINANCE AND ADMINISTRATION

LOCAL GOVERNMENT DIVISION

Jannette Gallagos  
Cabinet Secretary

By:

Its: Cabinet Secretary or Designee

6/27/2024

Date



## SIERRA VISTA HOSPITAL POLICIES AND PROCEDURES

**DEPARTMENT:** Rural Health Clinic

**Original Policy Date:**  
April 1, 2025

**SUBJECT:** Consent for non-parent to  
accompany a minor for  
appointment

**Review:** 2026 \_\_\_\_\_ 2027 \_\_\_\_\_ 2028 \_\_\_\_\_

**Last Revised:**

**APPROVED BY:**

**Manager:** Kellye Foster, MHA

**SCOPE:** This policy applies to all appointments and services where minors (under the age of 18) are receiving care or services and are accompanied by someone other than a parent or legal guardian. There will be exceptions and those are listed below.

**POLICY:** Minors who attend appointments without their parent or legal guardian must have written consent from a parent or legal guardian allowing a designated non-parent to accompany the minor. The non-parent accompanying the minor must also provide necessary information to ensure the safety and well-being of the minor during the appointment

### PROCEDURE:

#### 1. Parental Consent Form:

- o A **Consent for Non-Parent Accompanying Minor** form must be completed by the minor's parent or legal guardian on the minor patient's first visit, which the parent or legal guardian must attend. See appendix A.
- o The signed consent form must be submitted before or at the time of the appointment.

#### 2. Identification Verification:

- o The non-parent accompanying the minor must provide a valid photo ID to confirm their identity.
- o The name on the ID must match the name provided in the consent form.

#### 3. Authority of the Accompanying Non-Parent:

- o The non-parent accompanying the minor is authorized to participate in the appointment but does not have the authority to make medical or legal decisions on behalf of the minor unless explicitly authorized in writing by the parent or legal guardian.
- o In cases of medical care, if emergency treatment is required, the healthcare provider will follow standard procedures to contact the parent or legal guardian for approval.

#### 4. Revocation of Consent:

- o A parent or legal guardian has the right to revoke consent at any time before or during the appointment.
- o In the event of consent revocation, the non-parent accompanying the minor will be informed, and the appointment may be rescheduled or canceled, as necessary.

#### 5. Privacy and Confidentiality:

- o The non-parent accompanying the minor will be treated as a guardian for the purpose of sharing appointment details and medical information. However, no sensitive medical or personal information about the minor will be disclosed to the non-parent without express permission from the parent or legal guardian.

## SIERRA VISTA HOSPITAL

---

### 6. **Enforcement:**

- Failure to adhere to this policy may result in the minor being unable to attend the appointment or receive services. The parent or legal guardian will be contacted immediately if necessary.

### 7. **Exceptions:**

- In some instances, minors are allowed to consent to their own care and do not need an accompanying parent/guardian for care.
- These exceptions are as follows
  - Emancipated Minors
  - Married Minors
  - Contraception/Family Planning Care
  - STD care
  - Substance Abuse Treatment
  - Behavioral Health Services

### **REFERENCE(S):**

1. **Adolescence and Young Adult Health Care in New Mexico:** [https://nahic.ucsf.edu/wp-content/uploads/2019/01/New-Mexico-AYAH-Confidentiality-Guide\\_FINAL.pdf](https://nahic.ucsf.edu/wp-content/uploads/2019/01/New-Mexico-AYAH-Confidentiality-Guide_FINAL.pdf)

# SIERRA VISTA HOSPITAL

---

## Appendix A



### Rural Health Clinic

#### **Consent for Non-Parent to Bring Minor Child to Appointment**

Name of Patient: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

I am the parent or guardian of \_\_\_\_\_ (legal name of patient).  
I have the legal right to consent for medical treatment for this child (patient).

I authorize the following individual(s) over the age of 18 to bring the child to their appointment, and to consent to medical care which is deemed necessary by the medical provider at Sierra Vista Rural Health Clinic. I understand that this delegation includes receiving health information about the minor necessary to make immediate health care decisions.

\_\_\_\_\_  
Person bringing minor to appointment

\_\_\_\_\_  
Relationship to child

\_\_\_\_\_  
Person bringing minor to appointment

\_\_\_\_\_  
Relationship to child

This consent is valid until revoked in writing by me, the parent or guardian.

\_\_\_\_\_  
Signature of Parent or Guardian

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

Contact information for Parent/Guardian: \_\_\_\_\_  
Phone Number

Proposed revisions to  
the Bylaws is a  
separate handout.





**SIERRA VISTA HOSPITAL  
POLICIES AND PROCEDURES**

**DEPARTMENT:** Governing Board

**Original Policy Date:** 6/2024

**SUBJECT:** Code of Conduct

**Review:** 2025 \_\_\_\_\_ 2026 \_\_\_\_\_ 2027 \_\_\_\_\_  
**Last Revised:**

**APPROVED BY:**

**Manager:** Bruce Swingle, Board Chairperson

**POLICY:** It shall be the Policy of Sierra Vista Hospital to provide Code of Conduct to members of the Governing Board each year for signatures and to be filed at Sierra Vista Hospital.

**PURPOSE:** To assure that members of the Governing Board assume the duty of placing the welfare of Sierra Vista Hospital above all other consideration in anything that affects Sierra Vista Hospital. When the welfare of the hospital is affected, the members should give the hospital undivided loyalty and strictly follow the Code of Conduct at all times.

**PROCEDURE:**

- (a) Each new board member of the hospital, by the end of their first meeting, shall submit a signed copy of the Code of Conduct to the Governing Board Secretary.
- (b) If it should come to the attention of the Governing Board that a member is violating the Code of Conduct, an item shall be placed on the agenda for Executive Session to review the allegations.
  - (b.1) After reviewing the allegations, a poll can be taken to initiate the censure process. If the board fails to agree in the affirmative, the matter is dropped.
  - (b.2) Should the board agree to consider censuring, a letter will be sent to the member outlining the allegations and violations. It will be stated in the letter to submit their position within fifteen (15) days to the Board Chair. A hearing will be held at the next regular board meeting, or special meeting where they can present their side. The item shall be placed on the agenda for Executive Session.
- (c) If the member fails to respond, a vote shall be taken by the Governing Board to censure in open session. The minutes shall identify each board member present for discussion concerning the Code of Conduct and their vote on the matter and shall describe the content of the discussion.
- (d) If the matter is the item of business during a meeting of the board, the affected board member shall not be counted to establish a quorum, nor shall such board member participate in the deliberations or vote on it.
- (e) A letter shall be sent to the appointing entity, notifying them of censure.

## **SIERRA VISTA HOSPITAL**

---

- (g) Code of Conduct, Bylaws and Article 2 2.2-2.3 shall be circulated to members of the Governing Board annually and returned by the next Governing Board meeting.

Form: F-850-01-024 Code of Conduct



### **Governing Board Member Pledge**

#### **Code of Conduct**

**Governance excellence is the life blood of a high-quality board of directors. It is vital that each board member takes their responsibilities seriously and pledges their best efforts to follow this code of conduct.**

**In pursuit of governance excellence, I will:**

- A. Refrain from micromanagement and focus on strategic leadership and policy that includes the long-term vision and mission, not on administrative and operational detail. I will respect distinctions between board and staff roles and will manage any overlap between the respective roles in a spirit of collegiality and partnership that supports the authority of the staff and maintains the proper lines of accountability. I will not discuss significant operational concerns or issues with employees or members of the medical staff. I will direct employees to their immediate supervisor and/ or the HR Director and report the encounter to the Board Chair. I understand that failing to adhere to these conditions may result in the loss of my protection under the Directors and Officers liability insurance which covers defense costs, settlements and judgements that may arise out of lawsuits or wrongful act allegations brought against Sierra Vista Hospital.**
- B. Recognize all power of the board is a joint and collective power which only exists when the board is acting together as one body and that I have no power or authority acting individually outside of my vote.**
- C. Attend board and committee meetings regularly and come prepared to fully discuss and deliberate all matters important to the business of the board.**
- D. Listen carefully to my fellow board members and be willing to consider all points of view during board discussion.**

- E. Share my point of view, do not dominate discussions, be respectful and courteous in debate, but do not shy away from difficult or contentious issues. Participate in conflict resolution in a professional and transparent manner.
- F. Fully support the decisions of the majority once a decision has been reached, even if I am in the minority.
- G. Be inquisitive and ask any questions important to the discussions at hand. Strive to push the organization to continuous growth and excellence. Remain committed to compliance with laws and regulations, quality of patient care and financial sustainability. Challenge the status quo while recognizing and mediating any personal implicit or explicit biases.
- H. Keep board discussions in closed sessions confidential and use discretion in discussing sensitive issues outside of the boardroom.
- I. Take all opportunities to be a good ambassador for the hospital and advocate on behalf of the hospital in matters of important public policy issues and encourage philanthropic support that would advance the mission of the hospital. Remain diligent in assessing access to healthcare equality.
- J. Be a continuous learner and look for opportunities to stay abreast of current topics and trends in healthcare delivery and policy.
- K. Follow the conflict-of-interest policies and practices of the hospital. Take the initiative to recuse myself from discussions and activities that may be a perceived or actual conflict of interest.
- L. Conduct myself in an ethical, moral, and legal manner always.
- M. Celebrate the success of the hospital and the role I play in its mission!

I understand that the elements listed above is not an exhaustive list of attributes to achieve Governance Excellence.

I further understand that my failure to abide by the expectations of the Governing Board Code of Conduct is contradictory to my inherent fiduciary duties of care, loyalty, and obedience. In this case, the Governing Board may initiate the process.

Signed: \_\_\_\_\_

DATE: \_\_\_\_\_

**SIERRA VISTA HOSPITAL**  
**DEPARTMENT POLICIES AND PROCEDURES**

**Department:** Governing Board

**Original Policy Date:** 12/1994

**Review:** 2024 KP 2025 \_\_\_\_\_ 2026 \_\_\_\_\_

**Subject:** Conflict of Interest

**Last Revised:** 6/16/22

**Approved By:** GB 7/30/24

**Manager:** Bruce Swingle, Board Chairman

**POLICY:**

It shall be the Policy of Sierra Vista Hospital to provide Conflict of Interest Statements to Members of The Governing Board in June of each year for signature and to be filed at Sierra Vista Hospital.

**PURPOSE:**

To assure that Members of the Governing Board assume the duty of placing the welfare of Sierra Vista Hospital above all other consideration in anything that affects Sierra Vista Hospital. When the welfare of the hospital is affected, and the interest of members of the Governing Board might conflict with the best interests of Sierra Vista Hospital, the member should give the hospital undivided loyalty and must not participate in a decision on that issue.

**PROCEDURE:**

- (a) Each new Board member of the Hospital, prior to taking a position on the Hospital Board, shall submit, in writing, to the Governing Board Secretary a list of all business or other organizations of which the Board Member has an interest, with which the Hospital has, or might reasonably in the future enter into, a relationship or a transaction in which the Board Member would have conflicting interests. Each written statement will be resubmitted annually with any necessary changes. The Secretary of the Board shall become familiar with the statements of all Board Members in order to guide the Chairperson's conduct, should a conflict arise. The Chairperson of the Board shall be familiar with the statements filed by the Secretary.
- (b) At such time as any matter comes before the Board in such a way to give rise to a potential conflict of interest, the affected Board Member shall make known the potential conflict, whether disclosed by the written conflict of interest statement or not. Should the matter be brought to a vote on the issue, the affected Board Member shall not vote on the issue.
- (c) Should a matter involving a potential conflict of interest be brought to a vote, the minutes shall identify each Board Member present for discussion concerning the conflict of interest and their vote on the matter and shall describe the content of the discussion.
- (d) If a matter comes before the Board, which might result in personal financial gain or loss to a Member of the Board, the Board may appoint a disinterested Member or committee to explore alternatives. If the Board approves the matter, the Board must find that the proposed transaction is

Distributed To:  
Revision Dates: 1995, 1996, 1998, 1/20/2009, 1/15/2011  
Policy # 850-01-016

Page 1 of 2

## **SIERRA VISTA HOSPITAL**

---

in the best interest of the Hospital, that the proposed transaction is fair and reasonable to the Hospital and that the Hospital cannot obtain a more advantageous arrangement.

- (e) If the matter is the item of business for which a special meeting of the Board was called, the affected Board Member shall not be counted to establish a quorum, nor shall such Board Member participate in the deliberations or vote on it.
- (f) Conflict of Interest Statements, and Bylaws, Article 2 2.2 shall be circulated to Members of the Governing Board annually and returned by the next Governing Board Meeting.

Form: F-850-01-016-1-Conflicts of Interest

**SIERRA VISTA HOSPITAL**  
**GOVERNING BOARD POLICIES AND PROCEDURES**

**Subject:** Governing Board Meetings and Public Notices    **Review:** 2024 <sup>K</sup> P 2025 2026  
**Approved By:** Governing Board 07/30/24    **Last Revised:** 06/16/22

---

**POLICY:**

The Governing Board shall meet at regular intervals. Meetings shall be held frequently enough for the governing body to carry on necessary planning for growth and development and to evaluate the performance of the hospital, including the care utilization of physical and financial assets and the delegation to the CEO/administrator for the hiring and direction of personnel. Final meeting agendas for Governing Board meetings will be made available seventy-two (72) hours before the scheduled meeting. Minutes of meetings shall reflect pertinent business conducted.

The Governing Board meetings are subject to the Open Meeting Act. The Governing Board shall pass an annual Open Meetings Act resolution defining public notification requirements for Governing Board meetings.

**PROCEDURE:**

1. **Annual Meeting.** The annual meeting of the Hospital Governing Board shall be held in July at its regularly scheduled Board Meeting for the purpose of:
  - a. Electing Officers
  - b. Secretaries report on Conflict-of-Interest Statements
  - c. Board Attendance Report
  - d. Resolutions
    - a. Public Records Act
    - b. Open Meetings Act
    - c. Non-Discrimination
    - d. Budget
  - e. Annual Compliance Report to Board Members only
2. **August Regular Meeting.** The Governing Board Chairperson will appoint members to serve on the following committees:
  - a. By-Laws
  - b. Finance
  - c. Board Quality/Compliance
  - d. Joint Conference
  - e. Any existing ADHOC
3. **Regular Meetings.** Regular meetings of the Hospital Governing Board shall be held monthly at such times and location as the Board may determine. Regular meetings may be canceled or rescheduled by the Chairperson of the Board with written notice to all Members.
4. **Special Meetings.** Special meetings of the Board may be held at the call of the Chairperson, Vice Chairperson, or Secretary, or of any four (4) Governing Board Members.

## SIERRA VISTA HOSPITAL

---

5. **Emergency Meetings.** Emergency meetings may be held at the call of the Chairperson provided the emergency meets the definition of "Emergency" as stated in the Open Meetings Act (§ 10-15-1(F)). If emergency action is taken by the Board, that action must be reported to the Office of the Attorney General within 10 days unless a state or national emergency has been declared. Open Meetings Act (§ 10-15-1(F))
6. **Notice of Meetings to Members.** The Secretary shall ensure the Executive Assistant notifies each Member by mail, e-mail or fax of every; (a) regular meeting, five (5) day notice, (b) special meeting, three (3) day notice and (c) emergency meeting, as far in advance as reasonably possible to his/her last known post office address, e-mail address, or fax number. Attendance of a Member at any meeting shall constitute a waiver of notice of such meeting, except where such Member attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.
7. **Quorum and Manner of Action.** A majority of the Members of the Hospital Governing Board shall constitute a quorum for the transaction of business at any meeting of the Board. Meetings may be held by telephone conference. The act of a majority of those present at a meeting at which such a quorum is present, or of those participating in a telephone conference in which a quorum is present, shall be the act of the Board. If a quorum is not present at any meeting of the Board, including a telephone conference meeting, a majority of the Members present or included in the telephone conference may adjourn the meeting until a quorum is present. Minutes of each Board meeting shall be mailed, e-mailed, or faxed to Board members within a reasonable time after each such meeting or within the requirements of the New Mexico Open Meetings Act. Minutes of each meeting shall be reviewed and adopted at a subsequent meeting.
8. **Attendance Requirements for Members.** Members of the Hospital Governing Board shall be expected to attend at least (80%) of the Hospital Governing Board's regular meetings scheduled annually (July 1 thru June 30). Members appointed to Governing Board Committees shall be expected to attend at least (80%) of the standing committee meetings scheduled annually. (July 1 through June 30)
9. **Legal notices for Regular** Governing Board meetings will be sent to the local newspapers for publication 10 days prior to the meeting date. The legal notice will be posted in the hospital coffee shop and in the display case located next to the hospital elevators.
10. **Legal notices for Special** Governing Board meetings will be sent to the local newspapers for publication 3 days prior to the meeting date. The legal notice will be posted on the hospital website, in the hospital coffee shop and in the display case located next to the hospital elevators.
11. **Legal notices for Emergencies** shall be posted in the Coffee Shop and display case located by the hospital elevators. An e-mail of the legal notice will be sent to the government entities for posting. The local radio station will be contacted to announce the date, time and place scheduled for the emergency meeting as far in advance as reasonably possible prior to the meeting.
12. **Executive Session.** Governing Board members will automatically attend executive session. Ex-Officio's can attend executive session if they so choose. Any other person(s) deemed relevant to the discussion will be invited to attend either a portion of the session or all of the session by the Board Chairperson. Any discussion that takes place during executive session is to be held in confidence by those in attendance. A signed Confidentiality Agreement of each attendee must be filed with the recording secretary.



## **SIERRA VISTA HOSPITAL**

---

**References: JPA 4.1(d.)**

**Governing Board By-laws 2.7-2.12**

**NMSA 1978, Section 4-48B-10(A)(1982)**

**Open Meetings Act §10-15-1 to §10-15-4**

**NMAC 7.7.2.18, C (1,2,3)**

**SIERRA VISTA HOSPITAL**  
**GOVERNING BOARD POLICIES AND PROCEDURES**

<b>Subject:</b> Hospital Governance	<b>Review:</b> 2024 <sup>K</sup> P 2025 2026
<b>Approved By:</b> Governing Board 7/30/24	<b>Last Revised:</b> 03/28/2012

---

**POLICY:**

**Joint Powers Commission (JPC)**

The Joint Powers Commission (JPC) has the responsibility for the fiscal oversight of the Hospital.

**Governing Board**

The JPC established the Governing Board to exercise all responsibilities and duties that the JPC may be authorized to exercise or undertake by law, including but not limited to the Hospital Funding Act with respect to the operation and governance of Sierra Vista Hospital.

The Governing Board is made up of Sierra County full time residents appointed by the public entity ownerships as outlined in the Joint Powers Agreement (JPA) consistent with the Board Qualifications Document.

**PROCEDURE:**

1. The fiscal responsibility granted in the JPA shall at all times be administered by the Governing Board so long as the Hospital is not in default of the provisions of the JPA or otherwise insolvent. The term insolvent shall be defined as the financial inability of the Hospital to meet its normal operating expenses or debt. The JPC may require proof of such solvency or financial integrity, failure of the hospital governing body to provide such proof shall be deemed to be a default of the terms of the JPA.
2. The Governing Board shall have the authority to exercise all responsibilities that the county is granted by the Hospital Funding Act and NMAC 7.7.2.18 for the operation of such hospitals, except the responsibility to issue bonds, call a mill levy election, levy the annual assessments for the mill levy authorized by the Hospital Funding Act or to dispose of real property of the hospital.
3. The fiscal control, supervision and management of the hospital are granted to the Governing Board so long as the Hospital is not default of the provisions of the JPA or otherwise insolvent.

References: Governing Board By-laws 2.1  
JPA 2.1, 2.7, 3.1, 3.1(a)  
NMSA 1978 §41-9-1 thru 5

**SIERRA VISTA HOSPITAL**  
**DEPARTMENT POLICIES AND PROCEDURES**

**Department:** Administration

**Original Policy Date:** 12/1994

**Subject:** Nondiscrimination

**Review:** 2024 JB 2025        2026       

**Last Revised:** 01/15/2011

**Approved By:** GB

**Manager:** Jennifer Burns

---

**POLICY:**

It shall be the Policy of the Governing Board of Sierra Vista Hospital that a Resolution shall be approved on a yearly basis regarding the Nondiscrimination Policy and the resolution shall comply with Title VI of the Civil Rights Act of 1964.

Sierra Vista Hospital does not discriminate in the provision of services to an individual:

1. Because the individual is unable to pay.
2. Because payment for those services would be made under Medicare, Medicaid, or the Children's Health Insurance Program (SHIP) or
3. Based upon the individual's race, color, sex, national origin, disability, religion, age, sexual orientation, or gender identity.

**PROCEDURE:**

A Resolution, F-850-01-048-1-Nondiscrimination English and F-850-01-048-2 Nondiscrimination Spanish shall be presented to and acted upon by the Governing Board annually.

**SIERRA VISTA HOSPITAL**  
**DEPARTMENT POLICIES AND PROCEDURES**

**Department:** Administration

**Original Policy Date:** 04/1997

**Subject:** Open Meetings Resolution

**Review:** 2024 JB 2025        2026       

**Last Revised:** 01/31/2010

**Approved By:** Governing Board

**Manager:** Jennifer Burns

---

**POLICY:**

All meetings of the Hospital Governing Board shall be conducted in strict accordance with the Open Meetings Act of the State of New Mexico. At its annual meeting, the Hospital Governing Board shall adopt an Open Meetings Resolution that complies with the provisions of the Open Meetings Act and shall thereafter conduct its affairs in accordance with the provisions of that resolution.

**PROCEDURE:**

1. A resolution shall be passed by the Governing Board in strict accordance with the Open Meeting Act, at its annual meeting.
2. The Resolution shall be placed in the Board Minutes Book and posted in the notice display case located by the elevator.

F-850-01-049-1 Open Meetings Resolution

# SIERRA VISTA HOSPITAL

## GOVERNING BOARD POLICIES AND PROCEDURES

New Policy: 04/25/2012

Subject: Physician Recruitment

Review: 2024 KP 2025 2026

Governing Board Approval: 7/30/24

### POLICY:

The Governing Board of Sierra Vista Hospital ("**Hospital**") hereby adopts the following Physician Recruitment Policy ("**Policy**"), which sets forth guidelines for Hospital's recruitment of non-employee physicians to the Sierra County community in order to promote the health of the residents of the community and surrounding areas. This Policy shall be applicable to all physician recruitment agreements ("**Recruitment Agreements**") entered into by Hospital.

### PROCEDURE:

- A. **Documentation of Community Need.** Hospital may provide recruitment compensation to a physician ("**Recruited Physician**") only if Hospital can demonstrate an existing community need for the Recruited Physician, as evidenced by one or more of the following:
- (1) A documented physician-to-patient ratio in the community demonstrating a deficiency in the particular specialty of the Recruited Physician;
  - (2) Demand for an existing or new medical service in the community, coupled with a documented lack of availability of the service or long waiting periods for the service, along with evidence that Recruited Physician will increase availability of that service;
  - (3) A documented lack of physicians serving indigent or Medicaid patients within Hospital's service area, provided that Recruited Physician commits to serving a substantial number of Medicaid and charity care patients;
  - (4) A reasonably expected reduction in the number of physicians in Recruited Physician's specialty serving Hospital's service area due to the anticipated retirement within the next three to five year period of such physicians presently in the community, and for which such reduction will result in a community need as identified in (1), (2), or (3) above; AND
  - (5) Documentation that Recruited Physician is being recruited to serve a community designated as a Health Professional Shortage Area, or another designated medically underserved area at the time the Recruitment Agreement is executed.

**B. Recruited Physicians.** Each Recruitment Agreement must contain documentation that the Recruited Physician will meet one of the following criteria:

- (1) The Recruited Physician will relocate his or her medical practice to the Hospital's Geographic Area (defined for purposes of this Policy as that area comprised of Sierra County centered in the population base in order to become a member of Hospital's medical staff. A Recruited Physician will be deemed to have relocated his or her medical practice if:
  - (a) The Recruited Physician moves his or her medical practice to the Hospital's Geographic Area; or
  - (b) The Recruited Physician's new medical practice derives at least 75% of its revenues from professional services furnished to patients (including hospital inpatients) not seen or treated by the Recruited Physician at his or her prior medical practice site during the preceding three years, measured on an annual basis (based on a fiscal or calendar year). For the initial year of the Recruited Physician's practice, this test will be met if it can be demonstrated that it is reasonable to expect Recruited Physician will derive 75% of his or her revenues from such services.
- (2) The Recruited Physician has been in medical practice one year or less, and will establish a medical practice in the Hospital's Geographic Area. Recruited Physicians who are enrolled in and completing Graduate Medical Education programs shall be deemed to meet this requirement.

**C. Recruitment Agreements.** The Recruitment Agreements shall meet the following general requirements:

- (1) All terms and conditions of the Recruitment Agreement, including all terms of compensation and benefits, shall be in writing, shall be the result of arms-length bargaining, and shall be signed by both parties.
- (2) No portion of compensation paid under the Recruitment Agreement shall be conditioned on the Recruited Physician's referral of patients to Hospital.
- (3) Amounts paid to the Recruited Physician shall not be determined (directly or indirectly) based on the volume or value of referrals the Recruited Physician generates to Hospital.
- (4) The Recruitment Agreement shall not preclude Recruited Physician from establishing staff privileges at another hospital or referring business to another entity. However, the Recruitment Agreements may include reasonable restrictions prohibiting Recruited Physicians from becoming competitors of the Hospital.

**D. Obligations of Recruited Physician.** In connection with providing recruitment compensation to a Recruited Physician, Hospital shall require the Recruited Physician to:

- (1) Establish and maintain a continued medical practice in the community, and in the specialty for which recruited, for a specified period of time.
- (2) Maintain a license to practice medicine.
- (3) Obtain adequate medical malpractice insurance.
- (4) Maintain designated clinical privileges and Medical Staff membership at Hospital.
- (5) Participate in Hospital programs including but not limited to: utilization review; quality assurance/improvement; student and residency educational programs, as requested by Hospital.
- (6) Accept Medicare, Medicaid and Community Care patients who are people unable to afford care or are not insured.
- (7) Apply to participate in private or commercial insurance plans in which the Hospital participates and for which the Physician is eligible.

**E. Recruitment Compensation.** In formulating recruitment compensation under Recruitment Agreements, Hospital shall observe the following guidelines:

- (1) Recruitment compensation may be designed to assist Recruited Physician in establishing a viable medical practice in the community, in order to promote the health of the community. Recruitment compensation may include relocation expenses, sign-on incentives, and student loan repayment. Other types of recruitment incentives or assistance must be approved by Hospital's legal counsel. Unless otherwise approved by Hospital's legal counsel, income guarantee payments shall be based on the Recruited Physician's gross cash collections.
- (2) The recruitment compensation in its entirety shall be commercially reasonable and shall fall within the fair market value ranges.
- (3) All recruitment compensation, including loan forgiveness and applicable interest, shall be appropriately reported to the Internal Revenue Service on a Form 1099 or other applicable form.

**G. Files/Documentation.** Hospital shall maintain a separate file for each Recruited Physician. Such file will contain information including but not limited to:

- (1) Data regarding the community need for the Recruited Physician;

- (2) Data regarding the fair market value of the total recruitment compensation provided to the Recruited Physician;
- (3) All correspondence between Hospital and the Physician or Group regarding the Recruitment Agreement;
- (4) The executed Recruitment Agreement;
- (6) The executed agreement between the Existing Practice and the Recruited Physician, if applicable.

**H. Legal Counsel Review.** All recruitment agreements shall be reviewed by legal counsel for compliance with applicable law and regulations.

**I. Disqualified Person.** Any recruitment arrangement involving a physician group in which one of the members is a Disqualified Person pursuant to the IRS Intermediate Sanctions rules will require Board approval. A physician group member will be considered to be a Disqualified Person if he or she is in a position to substantially influence the decisions, actions, or operations of the hospital (Board member or chief of staff within the last 5 years, large contributor, etc.). If there is a question as to whether an individual may be a Disqualified Person, the Hospital's legal counsel should be consulted.

**J. Annual Report.** The Hospital's Chief Executive Officer or designee shall provide an annual report to the Sierra Vista Hospital Governing Board which provides information on all Recruited Physicians that currently have a Recruitment Agreement in effect or for which the Recruitment Agreement has expired or been terminated within the past year. This report shall include information regarding the community need being met by the Recruited Physicians, the amount of recruitment compensation being provided, the loan amounts being forgiven, and the status of any loan amounts which are subject to repayment due to the breach of a Recruitment Agreement by a Recruited Physician.





## Human Resources Department Board Report – March 2025

---

### 1. Executive Summary

The Human Resources Department is pleased to report notable activity in staffing and organizational growth for the month of March. We welcomed a new leader in Provider Services, onboarded key personnel, and managed several staffing transitions. This report also provides an update on current agency and employee counts and outlines ongoing recruitment efforts.

---

### 2. Leadership Update

#### Exciting News

We are delighted to announce the appointment of **Kellye Foster, MHA, CRHCP, CLSSG** as the new **Director of Provider Services** for the Rural Health Clinic. Kellye has received outstanding feedback from both internal staff and external partners. Her leadership is already contributing positively to our operations.

---

### 3. Staffing Activity

#### New Hires

Position	Department	Employment Type
Medical Assistant	Clinic	FTE
LPN	Clinic	Agency
RN	Emergency Room	Independent Contractor
LPN	Clinic	Agency
RN	Med/Surg	Long-term Contract (Foreign Nurse)
Respiratory Therapist	Cardiopulmonary	FTE
Paramedic	Ambulance	FTE

<b>Position</b>	<b>Department</b>	<b>Employment Type</b>
LPN	Clinic	Agency
RN	Med/Surg	Agency

## **Terminations**

**Total: 23**

- **Student Interns: 6**
- **Agency RN Contracts Ending: 3**
- **Positive Drug Screen (Agency RN): 2**
- **No Call/No Show (Agency RN): 2**
- **PRN Employees: 4**

## **FTE Terminations:**

<b>Position</b>	<b>Reason</b>
Cook-Aide	Found other employment
Pharmacy Technician	Policy violations
C.N.A. / Unit Clerk	Found other employment
Certified Medical Assistant	Resigned
EVS Technician	Resigned
Maintenance Technician	Resigned
EMT – Intermediate	Found other employment

## **4. Current Staffing Overview**

### **Agency Staffing**

<b>Role</b>	<b>Count</b>
RN	11
LPN	1
Medical Assistant	2
Certified Nurse Assistant	5
Sterile Processing Technician	1
Physical Therapist	1
Independent Contracted Nurses	3
Foreign Nurses (3-year contracts)	8

## **Employee Headcount**

- **Total Employees: 202**
  - Full-Time Employees (FTE): 174
  - Part-Time: 6
  - PRN: 17
  - Independent Contractors: 3
  - Temporary: 2

---

## **5. Recruitment**

To enhance our recruitment efforts, all open licensed positions are now being posted on Indeed to increase visibility and attract a wider pool of qualified candidates.

A current job posting list has been attached for board review.

### **Onboarding Update**

Verify Comply has been integrated into the onboarding process to facilitate sanction checks. The Human Resources department will maintain an Excel spreadsheet to ensure compliance by accurately tracking personnel additions and removals.

---

### **Prepared by:**

Susanah Sivage

HR Generalist

Human Resources Department

### **Board Report – March 2025**



# SIERRA VISTA HOSPITAL

## EMPLOYMENT OPPORTUNITIES

### April 23, 2025

Internal and External posting of all positions are open to both qualified employees and outside applicants. If you would like additional information about any of the positions listed here, please contact Human Resources on ext. 230. Sierra Vista Hospital offers competitive wages, a generous Paid Time Off package and health benefits with the State of NM. E.O.E. M/F/D

**18601 – EMT – 1 full-time position – (open date 4/17/2025)** Responsible for the assessment and basic management of medical, trauma and environmental emergencies under the supervision of on or off-line medical control. Assists with patient care based on individual patient needs within the scope of practice under the direct supervision of appropriate licensed personnel.

**07001 – Cook-Aide – 2 full-time and 1 part-time position (open date 03/03/2025)** Under the supervision of the Nutritional Services Manager/Supervisor, the Cook-Aide performs a variety of food services, including serving food to employees and visitors. Also responsible for the cleanup and stocking of the cafeteria and food preparation areas.

**04001 – Echocardiography Technologist – 1 full-time position (open date 02/27/2025)** Performs two dimensional ultrasonic recordings of internal organs for the diagnosis of disease and study of the malfunction of organs. Participates in OPI activities.

**63801 – RN Case Manager – 1 full-time position (open date 02/26/2025)** Responsible for the coordination and implementation of case management strategies pursuant to the Case Management Plan. Plans and coordinates care of the patient from pre-hospitalization through discharge. Works with all members of the healthcare team to ensure a collaborative approach is maintained in care and treatment of the patient. Reviews care and treatment for appropriateness against screening criteria and for infection control, quality and risk assessment documenting same in computerized database. Responsible for authorization of appropriate services for continued stay and through discharge. Plans and coordinates home care services and needs. Provides discharge planning and at home follow-up assessment (via telephone, in some cases may make home visit).

**85001 – Medical Staff Coordinator – 1 full-time position (open date 2/13/2025)**

The SVH Medical Staff Coordinator is a professional that executes a variety of delegated administrative job duties related to the hospital's medical staff within priorities established by the Chief Executive Officer. The coordinator acts as a liaison between the Medical Staff, nursing staff and Administration to enable effective and efficient information sharing and medical staff operations. Further, the coordinator prepares for medical staff meetings by managing the meeting schedule, sending meeting reminders, compiling agenda packets, recording meeting minutes, and safeguarding meeting data. Ensures adherence to regulatory compliance, coordinates the credentialing process: preparation and processing of medical staff applications, appointments, reappointments, and preparation of performance evaluations as required. The incumbent understands the requirements of the Health Insurance Portability and Accountability Act (HIPAA) and holds the highest level of confidentiality.

**05001 – Physical Therapist – 1 full-time position (open date 01/16/2025)** Responsible for evaluation, planning, directing, and administering physical therapy treatment plan of care prescribed by a licensed physician. Administers prescription and plan of care as prescribed by a referring physician to restore function and prevent disability following injury, disease, or physical disability. Assists patients to reach their maximum performance and level of functioning, while learning to live within the limits of their capabilities. The staff therapist coordinates, delegates, and supervises responsibilities assigned to supportive staff (RCNA, PTS, PTLA, etc.) The staff therapist participates in operational aspects of the department, maintains performance improvement activities within the department and

participates in OPI activities. Provides input in formulating budget, assists in evaluating department performance versus budget controls and takes appropriate action to remain in budget guidelines. Ensures that patient charges are accurate and entered on a timely basis. Participates in all infection control, departmental equipment training, organizational safety, and fire safety programs.

**95305 – Certified Nurse Practitioner – 1 full-time position (04/22/2025)** Responsible for providing primary healthcare to patients and families, focusing on health maintenance, disease prevention, patient education, and counseling. Follows established guidelines as required and within established scope of practice.

**95301 – Medical Assistant - 2 full-time positions** Provides patient care in the office setting. Provides care that meets the psychosocial, physical, and general aspects of care; meets the communication needs of patient and family; provides care that reflects initiative and responsibility indicative of professional expectations, under the supervision of a Registered Nurse and/or physician. Maintains regulatory requirements, nursing and office policies, procedures, and standards.

**95303 – Clinic LPN – 2 full-time positions -** Provides direct and indirect patient care in the clinic setting. Provides care that meets the psychosocial, physical and general aspects of care; meets the communication needs of patient and family; provides care that reflects initiative and responsibility indicative of professional expectations, under the supervision of a Registered Nurse. Maintains regulatory agency requirements, nursing and clinic policies, procedures and standards. Communicate with physicians and team members about changes in patient's clinical condition, including results of diagnostic studies and symptomatology.

**95302 – Clinic RN – 1 Full-time position (open date 11/15/2023)** Provides direct and indirect patient care in the clinic setting. Provides care that reflects initiative, flexibility, and responsibility indicative of professional expectation with a minimum of supervision. Determines priorities of care based on physical and psychosocial needs, as well as factors influencing patient flow through the system. Communicates with outpatient clinic physicians about changes in patient's status, symptomatology, and results of diagnostic studies. Responds- quickly and accurately to changes in condition or response to treatment.

**10201 – Unit Clerk/C.N.A. - 1 Full Time Position** Provides indirect patient care in the medical surgical setting. Meets the communication needs of the patient/family, departmental staff, and medical staff. Prepares and compiles records in the Medical Surgical Unit. Initiates directions from physician and nursing staff. Participate in performance improvement activities. Maintains regulatory agency requirements, nursing and hospital policies, procedures, and standards.

**C.N.A. -** Functions as a member of the health care team in providing delegated basic nursing care and unique skills to pediatric, adolescent, adult, and geriatric patients, depending on unit assigned, under the direct supervision of a Registered Nurse or LPN Team Leader.

**10202 – Med/Surg LPN – 1 Full-time position** Provides direct and indirect patient care services that meet the psychosocial, physical, and general aspects of care; meets the communication needs of patient and family; provides care that reflects initiative and responsibility indicative of professional expectations, under the supervision of a registered nurse. Maintains regulatory agency requirements, nursing and hospital policies, procedures, and standards. Communicate with physicians and team members about changes in patient's clinical condition, including results of diagnostic studies and symptomatology. Can respond quickly and accurately to changes in condition or response to treatment. Additionally, perform general nursing duties in all departments with adequate supervision.

**18510201 - Registered Nurses (RN's) – Full time and PRN Day and night positions Med/Surg and ED.** Provides direct and indirect patient care in the ambulatory care setting. Provides care that reflects initiative, flexibility, and responsibility indicative of professional expectation with a minimum of supervision. Determines priorities of care based on physical and psychosocial needs, as well as factors influencing patient flow through the system.

## CNO Report April 2025

### **Nurses**

- Travel case manager to start in June, we continue to search for our “own”.
- Officially launched our Daisy Program!

### **CNA Program**

- Contract with attorney
- Recruitment to begin once contract approved
- Candidates will have didactic and clinicals onsite
- Once tests are passed individuals will start in the open positions
- Program will result in elimination of travel CNAs

### **EMS/Community Health**

- Attended Region III EMS Conference
- BLS, ACLS and PALS are offered once a month on Saturdays

### **Surgery**

- Finalization of contracts is in progress.

### **Cardiopulmonary**

- Sleep studies gradually increasing.

### **Trauma**

- Life jackets have arrived, we are ready for the big Memorial Day weekend.