



**SIERRA VISTA HOSPITAL
GOVERNING BOARD
SPECIAL MEETING**

**SVH Boardroom
12-29-21**

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**No documentation for Item 6 and 7c.*

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

December 29, 2021

2:00pm

SVH Boardroom

MISSION STATEMENT: Sierra Vista Hospital is a community owned resource that strives to meet the Healthcare needs of Sierra County through the provision of health services, leadership, and collaboration.

VISION STATEMENT: Our vision is to be a trusted partner providing a modern, sustainable Healthcare system that is a beacon of hope on the hill for all. Sierra Vista Hospital is committed to provide the highest quality care in the most cost-efficient manner, respecting the dignity of the individual, providing for the well-being of the community, and serving the needs of all people.

TIME OF MEETING: 2:00pm

PURPOSE: Special Meeting

**ATTENDEES:
GOVERNING BOARD**

COUNTY

Kathi Pape, **Secretary**
Greg D'Amour, **Chairperson**
Stan Thompson, Member

ELEPHANT BUTTE

Vacant, Member
Katharine Elverum, Member

CITY

Bruce Swingle, Member
Vacant, Member
Peggy (Cookie) Johnson,
Vice Chairperson

EX-OFFICIO

Amanda Cardona, VC Williamsburg
Vacant, City Manager, EB
Charlene Webb, County Manager
Travis Day, JPC Chair, EB

VILLAGE of WILLIAMSBURG

Denise Addie, Member

SUPPORT STAFF

Frank Corcoran, CEO
Tim James, HR Manager
Ming Huang, CFO
Sheila Adams, CNO

- | | | |
|--------------------------------|-------------------------------------|----------------------|
| 1. Call to Order | Greg D'Amour, Chairperson | |
| 2. Pledge of Allegiance | Greg D'Amour, Chairperson | |
| 3. Roll Call | Jennifer Burns, Recording Secretary | Quorum Determination |
| 4. Approval of Agenda | Greg D'Amour, Chairperson | Amend/Action |

"Are there any items on this agenda that could cause a potential conflict of interest by any Governing Board Member?"

5. Capital Outlay funds expenditure -

Action

Brian Hamilton, EMS Manager and Ashlee West, Administrative Supervisor EMS

A. Purchase of 4 autopulse cardiac arrest devices and 5 powerloads.

6. Grant and COVID Fund Purchase Requirement- Frank Corcoran, CEO

Action

Motion to Close Meeting:

7. 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 items:

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

A. Comp Health Search Agreement

B. Vista Staffing Solutions Search Agreement

C. Physician Recruitment

Roll Call to Close Meeting:

Jennifer Burns

8. 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. Comp Health Search Agreement

B. Vista Staffing Solutions Search Agreement

C. Physician Recruitment

Action

Action

Discussion

9. Adjournment

Action

Good morning, Board

Last year Mr. Bruce Swingle put in for Capital outlay funding for ambulances and equipment in order to keep all of our equipment and units up to date and in good working condition. Funds in the amount of 180,000.00 were approved by the State. The funds were then approved by the County Commission. Last year when we received capital outlay monies, it was easier to transfer these funds over to SVH and do requisitions here. This year our department have chosen to use these funds on 2 very important types of equipment. With the growing population of bariatric patients and our call volume increase, we want to install powerload into the back of all our units. This device loads and unloads the gurney and the patient. we have 1 unit that already has a powerload in it, and crews favor this unit due to less back strain. The cost of 5 powerload with install and gurney fittings is \$107,830.49. The other equipment we want to purchase are Zoll Autopulse. These devices are made for patients that are in cardiac arrest. It goes around the patient and does chest compressions. These devices combined with our cardiac monitors and Ventilators we have, give patients a much better chance after getting pulses back. This device is important for 2 reasons. We are a very rural service and sometimes we can only send 1 ambulance to a call that is far out. These devices take over all CPR allowing 2 providers to do other life saving measures. The other reason these are important are because with COVID-19, doing CPR positions you right over a patient's airway greatly increasing chances of our responders getting infected. The cost of 4 of these devices with the training are \$63,832.19. this would leave a balance of \$8337.32. these funds would be used for larger equipment such as drug boxes and so on for the new units we just from last years Capital outlay funding. Thank you for your time and Happy Holidays

Ashlee West

EMS Administrative Supervisor.



Contingency Search Agreement

This Contingency Search Agreement ("Agreement") by and between QHR - Sierra Vista Hospital ("Client"), with its principal place of business located at Bill to address 800 E North Avenue, Truth or Consequences, NM, 87901-1954, and CompHealth Associates, Inc. ("CompHealth"), a Connecticut corporation with its principal place of business located at 35 Nutmeg Drive #360, Trumbull, CT 06611 (collectively the "Parties" and each individually a "Party") is hereby made and entered into as of Dec, 09, 2021 ("Effective Date").

Scope of Agreement

CompHealth is a healthcare recruitment and placement company. Client would like to engage CompHealth to recruit healthcare professionals ("Candidates") to fill positions ("Position(s)") on a Contingency fee basis. This Agreement describes the relationship between the Parties with respect to Candidate permanent placement recruitment services on a Contingency fee basis ("Services").

1.0 Duties

1.1 As requested by Client, CompHealth shall search for and recruit Candidates (each, a "Search"). An unlimited number of Searches may be performed under this Agreement. CompHealth reserves the right to refuse to perform any Search requested hereunder.

1.2 CompHealth will confirm each Search request in writing (each, a "Confirmation"). Each Confirmation shall include the following information: a) the Position practice area (i.e. pharmacist, therapist, nurse, physician specialty, etc.); b) the Fees for the Search and related payment terms; c) specific Search criteria required by Client, if any; and d) deviations to this Agreement, if any. Absent written objection from Client within the time period for objection specified on the Confirmation, Confirmations shall be deemed to be an accurate representation of the Parties' agreement for each Search and are hereby incorporated by reference into this Agreement. In the event Client objects to any Confirmation, CompHealth shall either correct the error or the Parties shall in good faith work to resolve any disagreement and a corrected Confirmation shall be issued once the Parties reach agreement. Confirmations shall be binding on the Parties. Should any changes to a Search be agreed upon by the Parties once a Search has been initiated and a Confirmation sent, CompHealth shall issue a subsequent Confirmation reflecting the agreed upon changes with respect to the Search. Confirmations last in time shall be binding.

1.3 For each Search, CompHealth will identify, contact and present Candidates to Client for consideration. Client shall determine which Candidates it wishes to interview. Upon request, CompHealth will conduct reference checks. Reference checks are made solely to assist Client in making a preliminary determination about the suitability of a Candidate. Client acknowledges and agrees that it is solely responsible for the hiring decision and Client shall verify licensure and credential Candidates, if applicable. Subject to Section 3.0, CompHealth shall have no liability for any work performed by any Candidate hired by Client. CompHealth makes no warranty regarding any Candidate hired by Client hereunder.

1.4 Candidates presented by CompHealth shall be conclusively presumed to have been introduced to Client by CompHealth unless Client notifies CompHealth in writing within twenty-four (24) hours of initial presentation that a Candidate is already known to Client. For purposes of this Agreement, "already known" shall be limited to circumstances where a Candidate, in the six (6) months preceding CompHealth's presentation, has either been presented to Client by another staffing or recruitment company or has made independent application to work for Client.

1.5 For each Position offer made and accepted (each, a "Placement"), Client shall promptly inform CompHealth and notify CompHealth of Candidate's start date.

2.0 Fees/Referral Fees

2.1 Upon the Candidate's start of work with the Client, Client agrees to pay the Fees as set forth in the Confirmation. Client shall be liable for payment of a Fee for any Placement made within two (2) years of CompHealth's initial presentation of a Candidate to Client ("Presentation Period").

2.2 In the event any Candidate presented by CompHealth to Client accepts Work (as defined below) with any third party introduced to Candidate by Client, when the introduction has been made for the purpose of enabling the third party to recruit Candidate or third party is an entity of which Client is a department, division, subsidiary or affiliate, then payment of a fee shall be owed to CompHealth by Client for the referral as set forth in the Confirmation (each, a "Referral Fee"). The Referral Fee is intended to compensate CompHealth for its Services in cases where a Fee for the hired Candidate has not otherwise been paid. As used herein, "Work" shall mean an offer to work, said offer being either verbal or written, on a part or full time basis, temporary or permanent, as an employee or independent contractor.

3.0 Guarantee

If a Candidate hired by Client fails to continue to work for Client for sixty (60) calendar days after start of work with Client, CompHealth will, upon notification in writing from Client, exercise best efforts to recruit a replacement Candidate for Client for no additional Fee. Client will be responsible for all expenses associated with recruitment of the replacement Candidate. This guarantee shall not apply if Client is in breach with respect to any obligation under this Agreement or if the Candidate's failure to continue to work for Client is due to the elimination of the Position, insufficient work for the Candidate, or a change in business conditions outside the Candidate's control.

4.0 Term, Termination, Cancellation and Survivability

4.1 This Agreement shall begin on the Effective Date and continue thereafter for a period of one (1) year ("Initial Term"). Upon expiration of the Initial Term, this Agreement shall automatically renew thereafter for additional one (1) year periods (each a "Term") until such time as it is terminated consistent with this Section 4.0. As used in this Agreement, "Term" may refer to either the Initial Term or any Term.

4.2 Either Party may terminate this Agreement with fourteen (14) days prior written notice. As an alternative to cancellation of this Agreement and in order to preserve Client's ability to request Searches, subject to Section 2.0 either Party may cancel any individual Search or Confirmation hereunder with fourteen (14) days prior written notice to the other Party. Should CompHealth terminate this Agreement, it shall, for each Search in process at the time of termination and in its sole discretion, elect to either: a) complete the Search; or b) discontinue the Search. CompHealth shall provide written notice of its election hereunder with respect to each Search in process within five (5) business days of notice of termination. The obligations under Sections 1.3, 1.4, 2.0, 3.0, 4.2 and 5.0 of this Agreement and any Confirmation shall survive any termination or cancellation.

5.0 General

5.1 This Agreement, together with each Confirmation issued hereunder, constitutes the entire agreement between the Parties with respect to the provision of Services. Except for Confirmations as described in this Agreement which shall be in writing but shall not require a signature, any changes to this Agreement must be made in writing, signed by both Parties. In the event of a conflict between this Agreement and any Confirmation, the Confirmation shall apply with respect to the Search which is the subject of the Confirmation.

5.2 This Agreement shall be governed by the laws of the State of Florida. Failure to exercise or enforce any right under this Agreement shall not be construed to be a waiver. If any provision of this Agreement is found to be invalid by a court of competent jurisdiction, all other provisions will remain effective. This Agreement shall inure to the benefit of and bind each Party's successors in interest. Neither Party shall discriminate against any Candidate on the basis of race, age, gender or gender identity, disability, religion, national origin, veteran/military status, pregnancy status, or sexual orientation.

5.3 For all notices required hereunder, including Confirmations, acceptable forms of communication include facsimile, electronic mail or letter sent via U.S. mail or express delivery via a reputable carrier. Notices communicated via U.S. mail or express delivery shall be effective if sent to the physical address listed in the introductory paragraph of this Agreement or such other address as may be designated in writing. Notices hereunder communicated via facsimile and electronic mail shall be effective if sent to the facsimile number and electronic mail address used by the Parties in the regular course of dealing hereunder.

5.4 Any Fees past due, including without limitation any Referral Fees shall be subject to an interest charge of 1.5% per month. Should it become necessary to collect monies due under this Agreement, Client agrees to pay all costs of collection, including reasonable attorney's fees.

5.5 An executed facsimile of this Agreement shall have the same effect as an original.

By signature below, the undersigned represents that he or she has authority to bind his or her respective Party to the foregoing Contingency Search Agreement.

QHR - Sierra Vista Hospital - Truth or Consequences, NM CompHealth Associates, Inc.

By: _____
 Title: _____
 Date: _____
 Printed Name: _____

By: _____
 Title: _____
 Date: _____
 Printed Name: _____

Contingency Search Agreement

Confirmation

This Confirmation ("Confirmation") by and between QHR - Sierra Vista Hospital ("Client") and CompHealth Associates, Inc. ("CompHealth") is hereby issued pursuant to the Contingency Search Agreement ("Agreement") effective December 09, 2021, and confirms the request by Client to initiate a Search for permanent placement of a healthcare professional whose specialty is Family Practice ("Search"). This Confirmation is dated December 09, 2021 ("Effective Date"). The Agreement, and any terms and conditions defined thereunder, is hereby incorporated by reference.

The Fee for the Placement shall be \$31,500.00

The Fee shall be due and payable as follows: Due in full on Candidate's start date with Client.

The Referral Fee shall be \$31,500.00.

CompHealth will invoice Client for the Fee or Referral Fee due (as applicable). Payment is due within ten (10) days of invoice date. Invoices will include applicable taxes.

This Confirmation shall be binding unless written objection is received by CompHealth within forty-eight (48) hours of receipt of Confirmation by Client. In the event an objection is received, a corrected Confirmation shall be communicated.

CONTINGENCY PHYSICIAN SEARCH AGREEMENT

This is an agreement between VISTA Staffing Solutions, Inc. ("VISTA"), 2800 East Cottonwood Parkway, Suite 400, Cottonwood Heights, UT 84121 (Telephone: (800) 366-1884 Fax: (866) 212-9965) and the Client described below ("Client"), to locate and arrange for physician(s) or advanced practitioner(s) willing to provide medical services at the Client address below, subject to the terms and conditions stated in this agreement ("Agreement").

1. CLIENT INFORMATION: Sierra Vista Hospital and Clinics #121882
800 East 9th Street
Truth or Consequences, NM 87901

2. VISTA'S OBLIGATIONS.

- a. VISTA agrees to use its best commercially reasonable efforts to locate and arrange for physician and/or advanced practitioner ("Candidate") acceptable to provide medical services to Client as a physician and/or advanced practitioner employee;
- b. Assist in good faith Client's peer review or other credentialing;
- c. Clear Names with Client upon receiving the expressed permission of the Candidate;
- d. Conduct a telephone interview with candidates and provide a summary of conversation with Candidate along with their curriculum vitae;
- e. Perform a preliminary license check on Candidates prior to submitting their curriculum vitae;
- f. Provide pre and post interview assessment with the Client and Candidate;
- g. Assist the Client throughout the processing of Candidates.

3. CLIENT'S OBLIGATIONS.

- a. After VISTA presents a candidate to Client for consideration, Client agrees that accepted Candidate will be processed in a timely manner;
- b. Client agrees to clear candidate names and provide feedback within two (2) business days of presentation;
- c. Client agrees to inform VISTA of Candidate's signing a contract and Candidate's start date within two (2) business days after Client recruits a Candidate;
- d. In exercising its independent judgment in accepting and recruiting Candidates, Client shall perform its own reference checks, credentialing and background investigations on Candidates.

4. RECRUITMENT. In evaluating Candidates, VISTA shall conduct an initial screening process which may include phone interviews, background investigations and credential review. Upon a success in recruiting a Candidate, Client agrees to pay VISTA's fee as described below.

For purposes of the Fee, recruitment shall include instances where Candidates presented by VISTA: (a) accept a permanent position with Client, or with its affiliated organizations, hospitals, groups or practices owned or affiliated with Client, whether or not in Client's actual community; or (b) accept a permanent position as a result of the Client sharing or providing Candidate's name or curriculum vitae or identifying information with any organization or clinic or practice, whether or not in Client's actual community; or (c) accept a permanent position in Client's community if Client provides any assistance or enticements or participates in any negotiations or agreements relating to that position or (d) provide Locum Tenens services to Client or any organization or group owned by or affiliated with Client, whether or not in Client's actual community, other than pursuant to an Agreement for Locum Tenens Coverage between Client and VISTA and its affiliated companies.

4.1 Fee Components.

- 4.1.1 \$27,500 per physician.** The full fee of \$27,500 is due when the referred candidate signs a contract.
- 4.1.2 \$18,000.00 per advanced practitioner.** The full fee of \$18,000.00 is due when the candidate accepts the position.
- 4.1.3** If a candidate is hired for a physician executive leadership position (i.e. Chair, Chief, Medical Director, etc.), Client agrees to pay VISTA a fee of 25% of first year compensation payable when the referred candidate accepts the position.

4.2 Net Payment Terms. VISTA will invoice Client for Fees. Client agrees to pay these amounts net thirty (30) days.

4.3 Multiple Hires. In the event of multiple hires, Client agrees to pay the fee for each candidate recruited as a result of our efforts as described in the Fee section of this agreement.

4.4 Duration of Fee Obligations. If Client Recruits Candidate within 24 months after VISTA presents Candidate, Client is obligated to pay the Fee under section 4 regardless of termination or breach of this Agreement.

5. GUARANTEE.

5.1 Termination Prior to Start Date Replacement. If Candidate fails to commence Employment with Client, Client may elect to have VISTA replace the candidate.

5.2 Termination After Start Date. If a Candidate does not complete 90 days of Employment with Client, VISTA will replace the Physician with a qualified candidate at no additional cost to the Client.

6. NON-EXCLUSIVITY. This Agreement is non-exclusive.

7. EXPENSES. Client agrees to pay (or reimburse VISTA, if applicable) for all expenses related to Candidate interviews.

PROPRIETARY & CONFIDENTIAL

8. TERM AND TERMINATION. This Agreement commences on the date first written below and continues for a period of one year thereafter. This Agreement shall be automatically extended for additional one-year terms until terminated. Either party may terminate this Agreement upon thirty days prior written notice to the other party. Termination shall not affect rights and obligations incurred pursuant to this Agreement, including any Recruiting or Employment of Physicians and/or Advanced Practitioner introduced during the term of this Agreement.

9. GENERAL PROVISIONS.

9.1 No Waiver. The failure of either party to exercise any of its rights under this Agreement shall not be deemed to be a waiver of such rights.

9.2 Confidential Information. Each party acknowledges and agrees that in performing its obligations under this Agreement, it may have access to valuable trade secrets and confidential information of the other party. Each party agrees that it shall take steps reasonably necessary to preserve and protect the confidentiality of the confidential information. In addition, confidential information shall include the terms of this Agreement.

9.3 Severability. If any part of this Agreement shall be held unenforceable, the rest of this Agreement will nevertheless remain in full force and effect.

9.4 Interest and Fees on Default. All obligations created hereunder shall bear interest at the rate of one and one-half percent (1-1/2%) per month from the date due. The prevailing party in any action to enforce the terms of this Agreement shall be entitled to recover attorney's fees, plus costs of court, in addition to such other damages as may be appropriate.

9.5 Complete Agreement, Amendment. This Agreement contains the complete understanding between the parties, and shall bind and inure to the benefit of the parties' successors, heirs, and legal representatives. Amendments or variations of the terms of this Agreement shall not be valid unless in writing and signed by all parties.

9.6 Assignment. Neither party may assign its rights or obligations under this Agreement without the express written consent of the other party.

9.7 Notice. Any notice given under this Agreement shall be given in writing, except the introduction of candidates to Client, which may be done verbally, by facsimile or via email. Notices may be given to any party by delivering to the party at the party's address stated herein. Any party may change its address stated herein by giving notice of the change to the other party.

Sierra Vista Hospital and Clinics

VISTA Staffing Solutions

By: _____

Authorized Signature:

Name: _____

Title: _____

Date: _____