

By Beth Blakeman

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Was it a conspiracy? Wrongful termination? Inside politics? Lack of communication? A complaint filed against Rehoboth McKinley Christian Health Care Services by former CEO David Conejo and his management company Healthcare Integrity, in U. S. District Court on July 23 indicates it was a mix of these and more.

The complaint being brought under the Lanham Act, 15 U. S. C. § 1125 (a) (1)(B) and New Mexico common law, claims damages resulting from the publication of false and misleading information misrepresenting the quality of Conejo's services and commercial activities.

It also lists, breach of contract, breach of covenant of good faith and fair dealing, civil conspiracy, defamation, and false light, naming the hospital and individual defendants including: Valory Wangler, Laura Hammons, Neil Jackson, Felicia Adams, Andrea Walker, Christopher Hoover, Mary Poel, Jaylyn Ellis and John Does 1-10 and Jane Does 1-10.

In a document featuring 342 separate points, the offices of Robles, Rael & Anaya, P. C. enumerated claims detailing issues ranging from obstruction that kept HCI from exercising its option to purchase RMCHCS, to early termination that did not allow Conejo enough time to fix problems at the hospital.

The complaint characterizes social media statements, television interviews which appeared on video sharing sites, a public demonstration and contact of Change.org, an online petition site. as part of a campaign to damage the business interests and reputation of HCI and CEO David Conejo, in order to "induce the Board of Trustees to wrongfully terminate the Management Agreement with HCI, allowing individual Defendants to enter into a new contract for management services with RMCHCS."

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Contentious issues that arose at the hospital before the arrival of the COVID-19 pandemic, included the location of documents requested for a “special audit,” which received mention as being a technical Dropbox blunder.

COVID-19

After the novel coronavirus made its appearance in Southwestern New Mexico, other concerns took center stage, such as the need for personal protective equipment, and who was responsible for acquiring it. Differences of opinion about these responsibilities built tensions at the hospital. Conejo told the *Gallup Sun* during an interview published on May 15, that the hospital was well-stocked at the time.

“That’s a distribution problem, it’s not a shortage problem,” Conejo said. He went on to explain that whoever took the masks out of their cases needed to make sure that they had the appropriate mask sizes for the appropriate areas.

“ ... If people grabbed a bunch of masks that were too big and set them on the shelves. And later someone else goes to use them and they’re too big, that’s not because the CEO bought the wrong sizes. We had plenty of the right sizes,” he said.

CONTRACT NURSES

Who let go of contract nurses and whether they were fired or not, after Governor Michelle Lujan Grisham pressed the pause button on elective surgeries was another of the matters addressed in the complaint.

At the time, one of the contract nurses, Mike Kenyon, told the *Sun*, he was let go on April 3, 22 days before the end of his contract.

Conejo said the decision was one based on economics and that the hospital lived up to its part

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of the agreement. He said, “If RMCH wants to cancel the contract, they are required to give a two week notice ... and they pay for that, but they don’t have to pay the rest of [the] contract.”

The complaint says, “These nurses were temporary staff who are the direct employees of staffing agencies and whose contracts at RMCHCS had either been 1) allowed to expire or 2) were near expiration and terminated a few weeks early, according to the terms of their contracts. In fact, it was the Board’s decision—not CEO Conejo’s—to terminate the agency nurse contracts, which it did after learning that the revenue from elective procedures would be cut off.”

NCI

Also in dispute is the decision made on April 10, when 22 patients were accepted at the hospital from Na Nizhoozhi Center in a single night. The number of patients overwhelmed the 60-bed hospital and overburdened the staff and resources.

When asked about the decision to keep the patients at RMCHCS, Conejo told the *Sun on May 13*, “I’m not a clinician, so I wasn’t calling any shots on the treatment or disposition of patients. And the decision to bring 22 patients from NCI occurred in the middle of the night. I was informed of it upon my arrival at work the following morning [with a comment] that says [sic] ‘oh by the way, they were getting ready to close NCI last night and we made the decision to go ahead and accept those patients here.’”

“ ... It was not my position to override the command center team, because you had clinical staff on that team. And if I had, then people would be criticizing and saying, ‘how could he make that decision and he’s not a clinician,’” Conejo continued. “And there were five clinicians in that room who could make that decision. So it’s an action that should have taken place immediately, but it didn’t.”

The 61-page document also makes mention of closed door meetings and private communications between parties where it says, “Defendants Valory Wangler, Laura Hammons, Neil Jackson, Felicia Adams, Christopher Hoover, and as-yet unidentified John Does 1-10 and Jane Does 1-10 members of staff or the Board, conspired and waged a campaign to

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intentionally and or negligently interfere with HCI's contract with RMCHCS."

The complaint calls for a jury trial for all claims for which the plaintiffs are entitled to a jury.



Conejo and HCI are asking for actual, compensatory, punitive and treble damages, as well as pre-and post-judgment interest, attorneys' fees, costs, and expenses incurred, and any other relief the court deems proper.