UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
SOUTHEAST DIVISION

RUTH PIERCE by Shirley Dodd Guardian and Conservator, Plaintiff,	)	
vs.	)	**Civil Action No: 1:11CV00132CEJ**
Pemiscot Memorial Health Systems, et al. Defendants.	)	

PLAINTIFF'S MEMORANDUM IN SUPPORT OF MOTION FOR PARTIAL SUMMARY JUDGEMENT AND DECLARATORY RELIEF

BACKGROUND

In her Amended Complaint, Plaintiff Ruth Pierce seeks declaratory judgment and monetary damages, including exemplary damages, and an award of attorney fees and expenses of litigation based on the concerted actions by Defendants in illegally incarcerating her in a lockdown psychiatric hospital after the expiration of a 96 hour court ordered commitment. She submitted that Defendants' actions violated her clearly established constitutional rights to procedural and substantive due process under the Fourteenth Amendment and Missouri's involuntary commitment law. She brought these federal claims pursuant to 42 U.S.C.§1983. In addition, Plaintiff asserted state claims, including violation of the express provisions of Chapter 632 R.S.

Mo., false imprisonment, assault and battery, and the intentional infliction of emotional distress. She further alleged the actions and inactions of the Defendants were outrageous, malicious, and showed a reckless disregard of her rights to liberty and freedom from incarceration.

FACTS OF CASE

On May 15, 2009, the Missouri Department of Health and Senior Services (DHSS) received a hotline call on 84 year old Ruth Pierce. It obtained affidavits and filed a petition for her involuntary committment. Upon the filing of the petition, the court heard the petition *ex parte* and issued a 96 hour initial committment order. The order directed that she be taken to Resolutions, a public county owned and operated psychiatric unit at Pemiscot County Memorial Health Systems in Hayti, Missouri. The order placed her in the custody of the

> ". . . Director of the Department of Mental Health; or head of the Resolutions- Pemiscot Memorial, a mental facility, for detention, evaluation and treatment ***for a period not to exceed 96 hours*** unless a petition for a further period and treatment is filed with the court of competent jurisdiction." [Emphasis supplied]. Exhibit O.

She was taken into custody by the Steele, Missouri Police Department and transported to Resolutions on Saturday, May 16, 2009 where she was admitted as an involuntary commitment. A copy of the order was placed in her file. (Exhibit A, p. 0007). At no time following her admission did Defendants nor anyone else provide

Ruth Pierce a copy or orally advised her rights required by Sections 632.320 and 632.325. (Exhibit I, p. 34). Defendants had no forms listing the rights to give patients. Defendant Moore or Director did not designate anyone to carry out that responsibility and nothing in her file indicates she was advised of these rights. (Exhibit I, p.31:4-16). Section 632.315 requires the head of the mental facility, in this case Bonnie Moore, not only to advise patients of their rights, but to file with the court a copy of the notice required by Section 632.325, together with proof that the notice was given to the patient. No such notice appears in the file and none was filed with the court. Resolutions did in fact have documentation that Plaintiff was informed certain restrictions and responsibilities as a patient at Resolutions, they but did not address the rights and information required by Section 632.325. (Compare Exhibits A, p. 201-204). These were limited to restriction and duties (p. 201) non-discrimination in care, privacy, explanation of bills, exercise of religious beliefs, voice concerns without fear of reprisal, and to refuse treatment. However while these rights may apply to a voluntary admission, an individual involuntarily committed does not have the right to refuse treatment. In addition to a separate form is entitled "Pemiscot Memorial Health System's Patient's Rights". These rights include the right to be free from chemical or physical restraints if needed, to be free from abuse, to make advance directives, to make informed decisions, *etc.* No statement of rights, notice, or

documentation covered the notice of rights contained in §632.325 R.S.Mo.

Defendants failed to discharge Plaintiff at the end of her 96 hour committment or to file a petition with the court for further detention within that time. During her confinement at Resolutions, Plaintiff at all times expressed her desire to be released to go home and asked daily when she would be allowed to leave. Her involuntary status was known to Bonnie Moore, Dr. Pang and participants in weekly treatment team reviews. At those meetings, her length of stay, progress and need for further detention were discussed beginning on May 20, 2009, the day before her date of discharge. On that date and **each** Wednesday for the next nine (9) weeks, Dr. Pang with the participants of the treatment team recertified Ruth Pierce for an additional one week's of confinement until her release upon the demand of her attorney. Defendant Pang as the Medical Director and her treating physician was authorized to release her at any time, but chose not to. Defendant Moore was the Director and head of Resolutions and was responsible for compliance with the law and Resolutions policies. Among these policies in effect at the time of Plaintiff's detention was the procedure for admitting and discharging patients under a 96 hour court ordered committment. (Exhibit F, p. 6-7). Subsection (7) of the Policy states:

> Once the 96 hours have elapsed, the patient will be discharged, court committed for a longer period, or will sign in as a voluntary patient. The 96 hours begins when the patient arrives and excludes Saturdays, Sundays and

holidays.

Likewise, Resolutions policy provides for discharge of a patient even when the physician refuses to discharge. This is designed for patients not under an involuntary committment. When a patient seeks to discharge himself AMA without the physician's approval (*i.e.* against medical advice), the policy directs the staff to engage in a number of "intervention strategies" to postpone or delay the patient from self discharge. The policy states that "if the patient shows any signs of potential AMA, the staff is to inform the Program Director, Clinical Therapist, or charge nurse as soon as possible. (Exhibit F, p. 48-49). The policy states "all patients who have been admitted to Resolutions may leave the hospital against physician's advise." The staff is directed to notify the physician of the patient's desire to leave AMA.

If the patient refused to stay, Bonnie Moore and other staff members may discharge the patient upon the signing of an AMA form by the patient. Defendant Moore in her answers to interrogatories has stated that Dr. Pang is responsible for the discharge of patients and that they may not be discharged without his approval. That statement is false as applied to Ruth Pierce for once her 96 hours expired she had right to leave AMA.

The policy and procedures manual also contains a statement that "the physician who had overall responsibility for the patient may deny a person any of the rights

specified by law, but only under conditions allowable in the State of Missouri, "a) Dangerous to self, b) Danger to others, c) Gravely disabled and unable to care for self." The denial of patients rights will be entered in the patients record along with the reasons. (Exhibit F, p. 153). A list of all forms used at Resolutions is contained in the Policy Manual. There are no other forms listed aside from the ones discussed above and those do not meet the requirements of Section 632.325.

Bonnie Moore attended the treatment review meetings with Pang and other team members during which time Ruth Pierce's further detention was discussed and extended on each occasion by Pang with the approval of the team, including Moore who signed the Treatment Plan Review and Physician Recertifications on May 27, June 3,17, 24 and July 8. The medical record show that Defendant Moore called the office of General Counsel for DHSS after the team meeting on July 8, 2009 and spoke with an attorney regarding the filing of a guardianship for Ruth Pierce. Moore also had knowledge that Ruth Pierce had refused to be placed in a nursing home and the only way she could be placed there was through the appointment of a guardian. Indeed, the interdisciplinary team meeting which she attended that day states under the section entitled "Plans for Post-Hospital Care" "placement at Malden Nursing Home and Guardian for care." (Exhibit A, p. 319).

When asked in his deposition why he had not discharged Ruth Pierce at the end

of her 96 hour commitment as required by Chapter 632 R.S.Mo. Defendant Pang stated "she was not discharged because in his opinion she was not ready to be discharged." He also stated the decision was a joint decision made in treatment team meetings. (Exhibit J, p. 21-25). He admitted that Plaintiff would have been eligible for discharge at the end of the 96 hour committment, but he believed "she need to remain in a hospital" and could not release her. He further admitted that he made no effort to get anyone at Resolutions to file a petition with the court for continued detention before the end of the initial committment. (Exhibit J, p. 37: 3-21).

Benton Bloom testified in his deposition that Resolutions had between 1,600 and 1,800 patients per year. He further testified that he was the sole owner of Affinity Healthcare and that he employed Bonnie Moore who was the Program Director of Resolutions and that she was the chief administrator for the program and that he had delegated to Bonne Moore and the treatment team responsibility for the operations, patient care, and treatment. (Exhibit K, p. 66: 20-24). Moore answered directly to him and was next in line in the corporate structure. He testified that part of her duties require her to be familiar with involuntary commitment procedures. When asked whether Moore had informed him about what was going on with Ruth Pierce, he stated "he did not deal with patient level information and "there was no need to inform me: Bonnie handles that". (Exhibit K, p. 65: 4-9). He said ". . . we're a team and we

work together and we make our decisions collaboratively at whatever level we need to". (Exhibit K, p. 65). He testified that he was generally familiar with the involuntary committment process and was aware individuals could be committed under a 96 hour court order.

ARGUMENT

I. PLAINTIFF'S DETENTION IN A PSYCHIATRIC UNIT BEYOND HER 96 HOUR INVOLUNTARY COMMITMENT DEPRIVED HER OF HER LIBERTY GUARANTEED BY THE FOURTEENTH AMENDMENT

Plaintiff brought the present action to challenge her unlawful confinement at Resolutions for 61 days beyond her 96 hour court ordered involuntary committment. There is no dispute that she was not discharged until July 22, 2009 when her attorney appeared demanding her immediate discharge. Defendants admit that she remained at Resolutions during that time but contend that they did not discharge her at the end of the 96 hour involuntary detention because "she needed to be in a hospital" (Exhibit J, Pang Dep. p. 37, l. 3-25) "she was not ready to be discharged" (Exhibit J, Pang Dep. p. 21, l. 21-22), (Exhibit G, Moore Response to Interrogatory No. 22), "the court ordered Plaintiff be placed in the custody of Resolutions, and because Plaintiff required medical treatment"; "the Department of Health requested her to stay at Resolutions" (Exhibit G, No. 12), "no safe discharge plan could be identified by expiration of 96 hour committment, and" "Plaintiff was mentally ill." (Moore

Response to Interrogatories 22 and 12). These attempts to justify their actions fail to establish a legal basis for their incarceration of Plaintiff.

In *McNeil v. Patuxent Institution Director*, 470 U.S. 245, 32 L.Ed. 2d 719, 92 S.Ct. 2083 (1972), the plaintiff was sentenced to a five year prison term for two assaults. The sentencing court entered an *ex parte* order referring him to Patuxent Institution for examination to determine whether he should be committed to the institution under Maryland's Defective Delinquent Law. After being confined to the institution for six years for evaluation, the state completed a report and recommendation. If the report had recommended committment in a timely manner, then Plaintiff would have been entitled to a hearing with a jury to determine whether he should be or could be committed as a defective delinquent. The court observed that since no committment proceedings had been initiated he was afforded no forum for contesting his status. His confinement for observation had been the result of an *ex parte* determination that he "might be a defective delinquent." There was no challenge to the state court's order, but Plaintiff argued that since there had been no judicial determination before his sentence expired, the state lost all power to hold him on the basis of the court's order of referral. The court held that it was a denial of due process to continue to hold him on the bases of an *ex parte* order committing him for observation. The court ruled that once his five year sentence expired, he was confined

in the institution without any lawful authority to support the confinement. It concluded he was entitled to be released since no committment proceeding had been initiated during the period of time for which he had been sentenced.

Although that case involved a different set of facts, the same analysis is applicable to Ruth Pierce's detention. In *McNeil* the basis for the *ex parte* state court order for transfer to the mental institution parallels Missouri's 96 hour involuntary committment for evaluation and treatment. Defendants, like the mental institution in *McNeil*, were without any lawful authority to detain, confine, "care for", or "treat" Plaintiff upon the expiration of the probate court's *ex parte* order for an initial period of involuntary commitment.

The order which gave Defendants power to confine and treat her at the same time set a limit of 96 hours on the duration of the exercises of that power. Once that order expired without the filing of a petition for further detention, Defendants lost all power to incarcerate or confine Plaintiff in the hospital's psychiatric unit.

II. PLAINTIFF'S CONSTITUTIONAL RIGHTS ARE CLEARLY ESTABLISHED

In *Vitek v. Jones*, 445 U.S. 480, 63 L. Ed. 2d, 552, 100 S.Ct. 1254 (1980) the

Supreme Court held that the involuntary transfer of a state prisoner to a state mental hospital without notice and an adversary hearing violated the Due Process Clause of the Fourteenth Amendment. There the Plaintiff had been convicted of robbery and was serving a three to nine year sentence for robbery.

> We have recognized that for the ordinary citizen, committment to a mental hospital produces "massive curtailment of liberty,". . . and in consequence "require due process protection.". . . The loss of liberty produced by an involuntary commitment is more than a loss of freedom from confinement. It is indisputable that commitment to a mental hospital "can engender adverse social consequences for the individual," and that "[w]hether we label this phenomena "stigma" or choose to call it something else. . . we recognize that it can occur and that it can have a very significant impact on the individual.. . . Also, "[a]mong the historic liberties" protected by the Due Process Clause is the "right to be free from, and to obtain judicial relief for unjustified intrusions on personal security. (at 491-492).

The court affirmed the judgment of a three judge district court on direct appeal only modifying the requirement that the state was not required to provide a licensed attorney in the adversary hearing though it recognized that qualified and independent assistance must be provided an inmate so threatened with transfer to a mental hospital. The three judge panel had declared the state statute for transfer unconstitutional as applied to Plaintiff. As affirmed by the Supreme Court, the judgment held that the transfer without notice and the opportunity for a hearing deprived plaintiff of liberty without due process of law and that such transfers must be accompanied by adequate

notice, an adversary hearing before an independent decision-maker, a written statement by the fact finder of the evidence relied upon and the reasons for the decisions. Under the Court's opinion the state was to further provide him qualified and independent assistance at the adversary hearing.

In the context of the civil involuntary commitments, the requirements of due process are even greater. Such commitment not only entail a "massive" curtailment of liberty, but "inevitably affects fundamental rights." *Parham v. J.R.*, 442 U.S. 584, 626, 61 L. Ed. 2d 101, 99 S.Ct. 2493 (1979). In his separate opinion concurring in part and dissenting in part, Justice Brennan summarized the circumstance and established legal standards applicable to the involuntary commitment of adults. He stated:

> Persons incarcerated in mental hospitals are not only deprived of their physical liberty, they are also deprived of friends, family, and community. Institutionalized mental patients must live in unnatural surroundings under the continuous and detailed control of strangers. They are subject to intrusive treatment which, especially if unwarranted, may violate their rights to bodily integrity. Such treatment modalities may include forced administration of psychotropic medication, aversive conditioning . . . . [P]ersons confined in a mental institution are stigmatized as sick and abnormal during confinement and in some cases, even after release.
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> * * *
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> In the absence of a voluntary, knowing, and intelligent waiver, adults facing commitment to mental institutions are entitled to full and fair adversary hearings in which the

> necessity for their commitment is established to the satisfaction of a neutral tribunal. At such hearings they must be accorded the right to "be present with counsel, have an opportunity to be heard, be confronted with witnesses against [them], have the right to cross-examine, and to offer evidence of [their] own. (at p. 627).

III. PLAINTIFF'S CONFINEMENT WITHOUT COMPLIANCE WITH CHAPTER 632 DEPRIVED HER OF SUBSTANTIVE AND PROCEDURAL DUE PROCESS UNDER THE FOURTEENTH AMENDMENT

To sustain a due process challenge to her confinement and treatment at Resolutions, Plaintiff must show that she has been deprived of a significant interest protected by the Constitution. These rights or interests may arise from two sources, the Constitution itself and the laws of the State of Missouri. Denial of those rights without a full and fair hearing comporting with procedural and substantive due process violate the Fourteenth Amendment. In *Meachum v. Fano*, 427 U.S. 215, 49 L. Ed. 2d 451, 96 S.Ct. 2532 (1976), the Court held:

> [A] person's liberty is equally protected, even when the liberty itself is a statutory creation of the State. The touchstone of due process is protection of the individual against arbitrary action of government. [citation omitted] (at p. 226)

Where a state has recognized additional hearing rights, beyond those required by the Constitution, such as trial by jury, disclosure of records and evidence, providing reasons for the proposed action, or the opportunity to review psychiatric reports, the due process clause requires that they be afforded the person facing commitment. See

§632.315, (notice of right and proof of notice), §632.325 (person to be informed orally and in writing of rights), §632.335 (respondent to have rights in addition to those specified elsewhere.)

Under Missouri law, a person can only be involuntarily committed upon strict compliance with the rights and procedures established by Chapter 362 R.S.Mo. (Comprehensive Psychiatric Services). Sections 632.105-632.450 R.S.Mo. provide detailed procedures for involuntary commitment and for admission to, confinement in, and release from mental health hospitals.

Section 632.305 provides that a proceeding for involuntary commitment may be filed by any adult person and be presented to the court on an *ex parte* basis to determine whether a respondent should be taken into custody and confined to a mental health facility. The court can determine on the basis of testimony or affidavits that there is probably cause to believe that the respondent may be "suffering from a mental disorder and presents a likelihood of serious harm to himself and others. In such case:

> . . . [I]t shall direct a peace officer to take the respondent into custody and transport him to a mental health facility for detention for evaluation and treatment for a period *not to exceed ninety-six hours* unless further detention and treatment is authorized pursuant to this chapter. [Emphasis Supplied].

Section 632.310 further provides that whenever a court has ordered an initial detention for evaluation, a public mental health facility is required to accept the

respondent on a "provisional basis" and evaluate his condition and admit him for treatment or release him in accordance with the provision of Chapter 632. Section 632.320 provides that within three hours of his arrival at a mental health facility a respondent be seen by a mental health professional or registered professional nurse and

> 1(2). Be given a copy of the application for initial detention and evaluation, a notice of rights pursuant to section 632.325 and a notice giving the name, business address and telephone number of the attorney appointed to represent him; and
>
> * * *
>
> 1(3). Be provided assistance in contacting the appointed attorney or an attorney of his own choosing if so requested.

Section 632.325 provides that "he shall be advised, orally and in writing, of the information contained in subdivision (1) through (11) of this section." The written statement of information required to be given to a respondent is the same "notice of rights" required to be given to the respondent by 632.320 (1)(2) within three hours oF his arrival at the mental health facility. A copy of the same notice and proof that it was given is to be filed with the court within twenty-four hours of his arrival excluding Saturdays and Sundays by the mental health coordinator with copies to respondent's attorney. Significantly, Section 632.450 states:

> (1) an attorney shall be appointed to represent the respondent *in all judicial proceedings under this chapter*, including appeal, unless relieved by the court for good

cause. [Emphasis supplied].

In the present case, Ruth Pierce was not advised of her rights and not provided a copy of the notice of rights. Nor was counsel appointed for her by the court. Likewise, no mental health coordinator or anyone else offered any assistance in contacting an attorney throughout confinement until the day before she was released.

Section 632.415 requires the judge exercising probate jurisdiction in the county to maintain a current registry of attorneys who have agreed to accept appointments to represent respondents in involuntary commitment proceedings. The attorney is required to contact the respondent within two (2) days of appointment and meet with the respondent in person. The statute provides for the appointment of counsel by the court if judge finds the respondent is unable to pay with attorney fees and payment of other costs to be paid from funds appropriated to the state court office of administration.

The eleven (11) rights required to be given to a respondent on admission provide that unless a respondent is released or voluntarily admits himself within the 96 hour period of detention to be evaluated and treated. The head of the mental health facility or mental health coordinator may file a petition for an additional period of detention, not to exceed twenty-one days after a judicial hearing. The remaining rights advise him that an attorney has been appointed to represent him, that he has a

right to private counsel, that he is to have assistance in contacting such counsel, and the right to communicate with counsel at responsible times. He is advised that the purpose of his initial detention and evaluation is to determine whether he meets the criteria for involuntary commitment and that anything he says to the staff at the facility may result in the filing of an involuntary detention proceeding and used against him in court.

He is to be further advised that he has the right to present evidence and cross-examine witnesses who testify against him, the right to an interpreter to assist him to communicate if he has impaired hearing or does not speak English, that he has a right to a hearing in the county of his residence, that he has the right to refuse all medication except for lifesaving treatment for 24 hours before the hearing. He is to be informed that prior to examination by a licensed physician he may refuse medicine unless he presents an imminent likelihood of injury to himself or others.

Section 632.330 limits the time within which a petition for additional inpatient detention may be filed:

> 1. At the expiration of the ninety-six hour period, the respondent may be detained and treated involuntarily for an additional two judicial days *only* if the *head of the mental health facility* or mental health coordinator either *has filed a petition* for additional inpatient detention . . . .

Subsection 2 makes clear that the use of the language ". . . has filed a petition

for additional inpatient detention" refers to filing it before the expiration of the 96 hours. It provides that within 96 hours following the initial detention the head of the facility or mental health coordinator may file a petition for an additional period of commitment. After the 96 hours, no petition for further detention may be filed. If no petition has been timely filed, the court and mental health facility lose any control over him, his confinement is at an end, and he is to be released.

Neither Defendant Moore or anyone else at Resolutions chose to avail themselves of this procedure for further detention. The most likely answer is that they did not intend to seek a further court order for additional detention. Defendants Pang, Moore, and Bloom all testified in their depositions that they could hold plaintiff until they believed she was ready to be discharged regardless of a court order. Indeed, on May 20, 2009, the day before the expiration of her 96 hour commitment (May 16 and 17 were Saturday and Sunday and were excluded from the 96 hour period of commitment making May 21, 2009 the last day of confinement), the interdisciplinary team met to review her status and treatment and set a time for her discharge. Dr. Pang re-certified her for one week's further detention despite the fact that she was scheduled to be discharged the following day. It is significant that the admission date was shown at the top of the Treatment Team Review and Physician Recertification. (See Exhibit A, p. 0313-0321). In addition, the document also had a place for the

patient to sign but she was not involved in the planning or informed how long she would be detained. Her signature is therefore missing on each of the weekly team reviews. The team discussed Ruth Pierce each week for the next eight (8) weeks, and on each review, Dr. Pang recertified her for an additional one week up to the time Defendants were compelled to release her.

Section 632.335 provides for procedures relating to petitions for additional inpatient detention not to exceed twenty-one days. It provides that the circuit clerk shall notify the respondent and his attorney of the date for the hearing which is to be held within two judicial days of the filing of the petition. Subsection 2 provides that the hearing shall be conducted in as informal a manner as may be consistent with orderly procedure it further provides:

> 2. The respondent shall have the following rights in addition to those specified elsewhere:
>
> (1) To be represented by an attorney;
> (2) To present evidence on his own behalf;
> (3) To cross-examine witnesses who testify against him;
> (4) To remain silent;
> (5) To review and copy all petitions and reports in court file of his case;
> (6) To have the hearing open or closed to the public as he elects;
> (7) To be proceeded against according to the rules of evidence applicable to civil judicial proceedings;
> (8) A hearing before a jury if requested by the patient or his attorney;

In addition, Section 632.345 provides that the court, if requested by the respondent, shall appoint an available licensed physician or licensed psychologist to examine him and testify at his request. No one at the facility where a respondent is detained shall be appointed if objected to by him or his attorney.

Section 632.360 provides for the discharge of a patient from confinement. It states in part:

> At the end of any detention period ordered by the court under this chapter, *respondent shall be discharged* unless a petition for further detention is filed and heard in the same manner as provided herein. [Emphasis Supplied].

Section 632.440 provides that a head of any mental health facility, physician, nurse, or officer of any mental health facility is not liable for "detaining, transporting, conditionally releasing or discharging a person under Chapter 632 **"***at or before the end of the period for which the person admitted or detained***"** for evaluation or treatment so long as such duties were performed in good faith and without gross negligence. The statute permits suits against such professionals and facilities for detention after the expiration of the period of court ordered involuntary commitment. So long as the respondent is involuntarily detained under a court order, there is no civil liability for the detention, transportation, or discharge. However, any detention after the expiration is excepted from the coverage of the statute and implicitly recognizes that such action may result in civil liability. Plaintiff does not challenge

Defendants' detention in this case prior to the expiration of the 96 hour period for provided under the order of the court. The failure to comply with the clear requirements of the statute to inform her of her rights however prior to that time fails to establish good faith and absence of gross negligence.

Simply put, Defendants' lost all right to hold, treat, medicate, or charge for their services upon expiration of the court's order for 96 hour involuntary commitment. No petition for additional detention was filed, and Section 632.360 mandated that she be discharged from Resolutions.

The respondent in *In Re Walker*, 558 N.E. 2d 691 (Ill. App. 1990) involved a similar involuntary committment. The court entered an order committing the respondent to the Illinois Department of Mental Health. Although his court order failed to specify the period of his detention, the statute for involuntary committment provided:

> "An initial order for hospitalization or alternative treatment shall be for a period of 60 days. Prior to the expiration of the initial order. . . a new petition. . . may be filed [by the facility director]
>
> * * *
>
> If no petition is filed prior to the expiration of the initial order, the patient shall be discharged."

The court held that the involuntary commitment order expired on the 60th day and the State had failed to file a petition until the following day. It ruled the failure to file

within the prescribed time required the reversal of the lower court's order for extended involuntary hospitalization and that the respondent was entitled to be discharged. The court held:

> "Involuntary committment proceedings affect important liberty interests; thus the need for strict compliance with statutory procedures is essential."

In *In re: Guthrie*, 553 N.E. 2d 735 (Ill. App. 1990), the Illinois statute relating to voluntary admissions to a mental health facility provided it could be revoked by the patient by giving a five day written request for discharge during which time the state could file a petition for an involuntary committment order. After the patient gave notice, the state failed to file its petition until ten days after the date of the notice, making it five days beyond the window for filing. The state statute stated that when a petition was ". . . not filed within five business days of a voluntary patient's request for discharge, the patient shall be discharged from the facility at the earliest appropriate time." The court found the statutory requirements to be mandatory. It noted that "unambiguous statutory involuntary committment procedure affecting liberty interests will be strictly enforced."

IV. DEFENDANTS DEPRIVATION OF PLAINTIFF'S RIGHTS WAS UNDER A COLOR OF STATE LAW

This action was brought under Section 42 U.S.C §1983 which provides in relevant part as follows:

> Every person who, under color of any state, ordinance, regulation, custom or usage of any state. . . subjects, or causes to be subjected, any citizen of the United States. . . to the deprivation of any rights, privileges, or immunities secured by the Constitution and laws, shall be liable to the party injured in an action at law, suit in equity, or other proper proceedings for redress . . . .

Defendant Affinity Healthcare, Inc. entered into a Medical Directorship Agreement with Defendant Pang for a one year period beginning on December 1, 2007 renewed automatically each year. (Exhibit D, paragraph 5.1). The recitals in the agreement indicate that Affinity was negotiating with PMHS for a contract to "manage an Intensive Outpatient Program" and an inpatient psychiatric program at Pemiscot Memorial Health Systems in Hayti, Missouri and would require a physician who could provide medical direction to the programs. It further provided that the Medical Director was also required to participate in developing, executing and reviewing written policies. Exhibit D, paragraph 2.1(I). Affinity also contracted to hold Defendant Pang harmless from all liability and to defend and indemnify him from all liability, damages and claims which might be asserted against him as medical director arising out of or in connection with the services of Affinity. Paragraph VII(b).

On May 19, 2008, Defendant Pemiscot Memorial Health Systems (hereinafter PMHS) also entered into a Professional Service Agreement with Defendant Pang to

provide psychiatric primary care services to its hospital and rural health clinic. Under the contract, PMHS established charges and did all billing for services provided by Pang; it stated that all income from rendering professional services belonged to the hospital. (Exhibit C, 3680-3682). Defendant Pang was paid based on each billable patient contact. (Exhibit C, 3689).

In the present action, Pemiscot Memorial Health Systems, a county owned and operated hospital, entered into a management contract on May 1, 2009 with Affinity Healthcare, Inc., a private corporation owned and operated by its president, Benton Bloom, a licensed clinical psychologist.

The agreement which referred to Affinity as "Consultant", provided that "Consultant is in the business of developing systems and services necessary for the operations of behavioral health programs by general hospitals. PMHS stated its desire to operate a 40 bed inpatient psychiatric program and retained Affinity to assist in the operation of the psychiatric program by the hospital. The term of the agreement was for three (3) years from April 1, 2009. In particular, the consultant was to provide the personnel necessary to provide psychiatric services and to manage the programs. The hospital provided all facilities in the hospital and all support staff and patient services required for the program. Affinity provided its president, Benton Bloom, and the Program Director, Bonnie Moore. It also provided psychiatric services and

management by its contract with Pang. Affinity was required to "determine, implement, and provide appropriate services to carry out the treatment plans for patients in the program." It was also required to provide on-site training to the hospital/staff on program procedures and operations. The agreement stated that "daily patient care, including diagnosis, development, changes to a treatment plan, and discharge planning is *to be determined by the licensed physician* on the Hospital's medical staff practicing in the program". [Emphasis supplied]. Exhibit N, paragraph IV(b). Defendant Pang was the only psychiatrist practicing in the program.

The agreement noted that the program is a services provided by the Hospital to its patients and ultimate control and supervision over the program and its operation reside with the hospital and was subject to monitoring and oversight by the Hospital. It further provided that the Consultant conduct its activities in compliance with rules, policies and regulations of the hospital and "its medical staff" and "all applicable governmental rules, regulations, statues and ordinances. Exhibit N, paragraph V(d).

The hospital employed the support staff such as nursing staff, counselors, and social workers subject to the recommendation and supervision of Affinity and its Medical Director, Bonnie Moore, who had the right to have any hospital employee in the program terminated. Exhibit N, paragraph V(e).

It is significant that Defendant Pang was at all times relevant to this action an

independent contractor of both the hospital and Affinity acting as Medical Director and providing services for the hospital. Thus the actions taken by Pang were based on a close joint undertaking with both Affinity and the Hospital, and his action in directing the continued detention of Plaintiff after her 96 hour commitment expired constituted action under color of state law, custom or practice.

In *West v. Atkins*, 487 U.S. 42, 101 L.Ed. 2d 40, 108 S.ct. 2250 (1988), the Court considered whether a part-time physician employed to provide medical services to state prison inmates acted "under color of state law". There, the plaintiff filed a Section 1983 action under the Eighth Amendment alleging the physician was deliberately indifferent to his medical needs by failing to provide adequate treatment. Dr. Atkins was an orthopaedic surgeon employed by a private not-for-profit professional corporation which provided services under contract with the North Carolina Department of Correction. The Court noted that deliberate indifference to a prisoner's serious medical needs, whether by a prison doctor or a prison guard, is prohibited by the Eighth Amendment, and the only issue before it was whether the physician acted under the color of law. It stated:

> It is firmly established that a defendant in a §1983 suit acts under color of state law when he abuses the position given to him by the state. . . Thus, generally, a public employee acts under color of state law while acting in his official capacity or while exercising his responsibilities pursuant to state law. (at p. 50).

The Court held that physician delivery of medical treatment to the Plaintiff was action fairly attributable to the state such that he acted under color of state law. In this respect the court noted:

> Whether a physician is on the state payroll or is paid by contract, the dispostive issue concerns the relationship among the State, the physician, and the prisoner. Contracting out prison medical care does note relieve the State of its constitutional duty to provide adequate medical treatment to those in its custody. . . . (at p. 56).

In the present case, the joint actions of Defendants Pang, Moore and Bloom were taken under the color of state law. Indeed, the Defendants argue that even though the 96 hour order had expired, detention beyond 96 hours is legally permissible and is a common practice in psychiatric hospitals. (See Exhibit Q, Affidavit of Debbie DiCarlo). Debbie DiCarlo, a social worker in Pemiscot County and who worked closely with Resolutions in involuntary commitments, and in Ruth Pierce's case has provided an affidavit supporting Defendant Pang's Motion for Summary Judgment. (Exhibit Q). She states "It is standard procedure that a facility will not formally discharge a patient once a 96-hour hold has expired and a safe discharge plan is not in place." DiCarlo was employed with the Missouri Department of Health and Senior Services and responsible for the decision to seek commitment of Plaintiff and filed an affidavit supporting Plaintiff's 96 hour detention. She was clearly familiar with the practice at Resolutions in working with Defendants and

Resolutions' discharge planner in working out safe placements. Her sworn affidavit was based on her personal knowledge of the practice.

Zaneta Dillard, a psychiatric nurse in 2009 at resolutions estimated that the number of involuntary commitments at Resolutions in 2009 was between 50-100 persons. (Exhibit M, p. 29:1-10). Resolutions was the only mental health facility in Pemiscot County accepting involuntary commitments in 2009. At least one other person was unlawfully detained after Plaintiff obtained her release. (Exhibit B, ¶17).

Plaintiff was placed in the care of Defendants in a county hospital and her unlawful detention was the result of the abuse of the authority given them by virtue of the initial placement in their charge and their policies and practices. In this context, the fact that Defendants Affinity, Bloom, Moore and Pang were not employees of the hospital is irrelevant. The hospital delegated its obligation to the patients for involuntary commitments to Defendants, and they voluntarily accepted those duties to act on behalf of the hospital. Consequently, the joint actions and inactions of the Defendants in depriving Plaintiff of her rights under the law after her court ordered committment expired impose liability on the hospital and Affinity based on their delegation of decision making authority. *Pembaur v. City of Cincinnati*, 475 U.S. 469, 89 L.Ed. 2d 452, 106 S.Ct. 1292 (1986), and *Jett v. Dallas Independent School District*, 491 U.S. 701, 105 L.Ed. 2d 598, 105 S.Ct. 2702 (1989).

In this case, Plaintiff was initially committed by court order to the custody of the *head of "Resolutions- Pemiscot Memorial."* The order directed that she be taken in custody by the sheriff of Pemiscot County or any other peace office and transported to Resolutions "for detention, evaluation, and treatment." The basis of Plaintiff's detention was therefore based on state law. The continued detention by Defendants after the expiration of the 96 hour period without compliance with Chapter 632 was likewise taken under color of authority.

The contract between Affinity Healthcare, Inc. and PMHS show that under that agreement, Affinity was to provide and manage a turn key psychiatric unit, and the hospital delegated to it the full authority for developing programs, including policies and implementing the psychiatric program. Affinity through its employees and independent contractors, such as Pang, was to develop, administer, manage the program, provide medical services, recommend employment for hospital staff furnished by the hospital, and provide training for employees.

PMHS retained Affinity to develop the psychiatric program and to provide services necessary for the operation of the psychiatric unit. The contract provides that all admitting physicians for the program (*i.e.* Pang) would have sole responsibility for each admission and determining the time each patient should be discharged. Exhibit N, III(I); IV(b).

The hospital policy manual designates the Medical Director (*i.e.* Pang) as the "key psychiatric physician for the program" and a member of the medical staff including the multidisciplinary team. Exhibit F, p. 251. Defendant Moore further stated that no patient could be discharged without his authorization. Exhibit I, p. 27:15-19. It is therefor clear that Defendant Pang had the responsibility for discharging Plaintiff at the end of her initial 96 hour confinement for evaluation and treatment, and his unconstitutional detention beyond that time is attributable to PMHS based on its delegation of authority to him as a contractor and his staff position as Medical Director. The hospital made the policy determination to delegate full and absolute authority to Defendant Pang regarding release and discharge, and it is therefore liable for his unconstitutional actions.

Likewise, Affinity Healthcare, Inc. employed Pang under contract as Medical Director at Resolutions and to provide psychiatric services. In doing so, it delegated to him the full authority to discharge or detain Plaintiff. The program staff , Pang, and ,its director, Bonnie Moore, were aware of the unlawful detention, but failed to do anything to secure Plaintiff's discharge. Each Wednesday they discussed Plaintiff's status and jointly determined that she should be detained for an additional period. This joint participation and agreement by Affinity's director Defendant Bonnie Moore, Defendant Pang and hospital's clinical staff, including nursing staff,

counselors and social workers, constituted a conspiracy and agreed upon joint course of conduct to deprive Plaintiff of her freedom in the face of her 96 hour order. Bonnie Moore participated in decisions during interdisciplinary treatment and physician recertification meetings. Moore attended five (5) of the nine (9) meetings on May 27, June 17 and 24, and July 8 and 22, 2009. Exhibit A, 0313-0321. No meeting was apparently held for July 1, 2009. Several contacts were made by staff with DHSS from June 25 through July 20, 2009. Following the treatment team review meeting on July 8, Defendant Moore personally called the general counsel's office for DHSS regarding filing an application for appointment of a guardian. Exhibit A, 0489. She was plainly aware from her discussions that Resolutions had no authority to keep Mrs. Pierce and that she could not be placed in a nursing home against her will without appointment of a guardian. Based on her duties as Program Director for the hospital and her employment as the chief administrative officer for Affinity, both Defendant Bloom and Affinity were not only aware of the policy and procedures that resulted in the detention of Ruth Pierce, but are chargeable with liability based on attribution.

Defendant Bloom is the sole owner and president of Affinity and is a licensed psychologist with a masters degree in clinical psychology and completed all but his dissertation for a doctoral degree. He has worked in the mental health field for 28 years. He had worked as a psychologist at the Berrell Center, a mental health facility

in Springfield, Missouri. For the past 21 years he has operated his own company, developing and operating behavioral health programs for hospitals in Missouri, Arkansas, Mississippi, and Tennessee. In 2009, Affinity operated two mental health programs in Missouri, one at PMHS and another at Washington County Memorial Hospital in Potosi, and one at North Arkansas Regional Medical Center in Harrison. He testified that he was present at Pemiscot Memorial Hospital three (3) times per month for three (3) days on each visit, making a total of nine (9) days per month or more per month. He testified that he was familiar with Missouri's involuntary commitment laws to some extent, (Exhibit K, p. 26: 22-25) and that a part of Bonnie Moore's duties as Program Director at Resolutions required her to be familiar with the procedures for involuntary commitment at lease until Resolutions stopped taking involuntary patients in August 2009 after Plaintiff's discharge. (at p. 19: 17-21). When asked what the practice at Resolutions was relating to discharge at the end of a 96 hour court ordered commitment he testified that at the end of a 96 hour commitment, the "multi-disciplinary team would get together and determine what was best for the continuing care" of a patient. They would determine what was "best medically and psychiatrically for that patient." (p. 60:13-18/p.63: 1-7/p. 64: 3-11). When he was questioned about the extent of Bonnie Moore's responsibility for the continued confinement of Ruth Pierce, he stated:

> ". . . We're all a team and we work together and we make our decision collaboratively at whatever level we need to." (p. 65: 16-18).

Bloom stated that Bonnie Moore was next in the chain of command for Affinity and as Program Director at Resolutions was in charge of day to day operations. (p. 65: 4-9). He testified that he had delegated the responsibility for operations, treatment and patient care to Bonnie Moore and the multi-disciplinary treatment review team. (p. 66: 7-24) The function of the multi-disciplinary team was to "review patient status and progress and to be involved in discharge planning". (p. 41: 1-10). He testified that as the program director, Defendant Moore was in charge of the facility and would do what was necessary to be done. (p. 67: 13-16). When asked whether Moore had informed him of what was going on with Ruth Pierce's detention, he stated, "I don't deal with – generally with patient level information, and there was not a need to inform me. Bonnie handles that."

His testimony as president of Affinity clearly shows that he had delegated policy decisions relating to operation and patient treatment, including discharge of patients to Bonnie Moore, that her decisions were a collaborative effort with Dr. Pang and the remainder of the multi-disciplinary review team, and that they had his full support to detain patients after the expiration of the 96 hour commitment without applying to the court for an additional period detention. Such a decision takes the

involuntary commitment process out of the hands of the courts and permits the director, psychiatrist and treatment team to indefinitely hold a patient against her will.

The liability of Moore and Pang may be fairly attributed to Bloom as owner and president, and Affinity itself based on the delegations of the authority to make the decisions and confine Plaintiff against her will. Attribution is not *respondent superior* but involves a determination of whether the challenged conduct may be fairly be said to be attributable to a policy, custom or practice of a local government or official. Here the action and failure to act on the part of Pang and Moore were the result of delegation of authority by PMHS reflected in its policies and contracts to give them the final authority to establish the policy or practice at issue. The contract among Pang, PMHS, and Affinity clearly make him a final decision maker regarding discharge policies. The fact that the policy or action on his part was made "collaboratively" or as part of joint course of action with other state actors does not diminish this responsibility but rather confirms of a joint nature of the decisions adopted by him. As such Defendant Moore's acceptances of the policy on behalf of Affinity constitutes a joint undertaking and ratification on behalf of the hospital and Affinity.

With respect to the related issue regarding notification of rights under §632.320 and §632.325, Defendant Moore as the head of Resolutions (*i.e.* head of the mental

health facility) and custodian for Ruth Pierce was responsible for ensuring that the statement of rights was provided. She acknowledged that the Resolutions unit did not provide Plaintiff a Notice of the Rights required by the statute, and that Resolutions had no form containing the statement of rights and none was in Plaintiff's file. (34: 23-25/ 35:-36: 15-25-1/ 41:24-42:16). Likewise the statute provides that she is required "within 96 hours" to file a petition for additional detention if the facility determines the patient should not be discharged. In response to repeated questions about discharges at the end of 96 hours she refused to answer the question, repeating "You take care of the patient until they are prepared to be discharged." Exhibit I, 19-20. In both of these respects she failed to perform her duties adopting instead the unconstitutional practice of detaining patients until she, Dr. Pang and the treatment team determine they are fit to be discharged or coercing the patient to accepting placement in a nursing home. Although she testified that she could not discharge patients without Dr. Pang's approval, she was the director of the program, had custody of Plaintiff under the 96 hour detention, and with her important role with Affinity, she had the ability to obtain discharge herself through discussion with Pang. If he refused she could have recommended to Bloom termination of his contract. Her actions are properly attributable to Defendant Bloom, Affinity and PMHS.

Defendant PMHS will likely assert that it should be dismissed for this action

based on sovereign immunity and Eleventh Amendment Immunity as a county owned and operated hospital. This action is unique in that the county hospital has entered into a contract which provides that it will indemnify and hold Affinity harmless. The Service Agreement states:

> (j) Indemnity- Hospital. Hospital hereby agrees to indemnify and hold Consultant harmless from and against any and all liability, loss, damage, claim or cause or action, and expenses connected therewith (including reasonable attorney's fees) caused or asserted to have been caused, directly or indirectly, with or without regard to fault, as a result of the services provided by Hospital under this Agreement.

In doing so, the hospital's Board of Trustees has voluntarily waived its sovereign immunity by entering into an agreement to be responsible for liability, damages, and legal expenses, including attorney fees and has in effect subjected itself to liability thereby defecting the purpose of sovereign immunity. It states that it will pay any judgment that is returned against Affinity. It is in effect self-insuring itself by agreeing to pay any judgment regardless of whether it is the result of the hospital's conduct or the party it has contracted with. See *Prueitt v. Boon County, Iowa*, 599 F.Supp. 278 (S.D. Iowa 1984) holding the state waived its sovereign immunity by entering into a contract which provided for indemnity, but that action was barred by Eleventh Amendment Immunity. In the present action case, Pemiscot Memorial Health Systems is a separate entity with its own governing

board, separate tax base, and elected governing board, and any judgment against it would not be paid from the state treasury. In *Hadley v. North Arkansas Community Technical College*, 76F.3d 1437 (8th Cir), the court reiterated its test for Eleventh Amendment immunity for local political entities. It reaffirmed the test which requires the court to:

> . . . examine the particular entity in question and its powers and characteristics as created by state law to determine whether the suit is in reality a suit against the state Courts typically look at the degree of local autonomy and control and *most importantly whether the funds to pay any award with be derived from the state treasury*. (at p. 1439).

Plaintiff submits that not only has PMHS waived its sovereign immunity through its contracted undertakings to insure and indemnify Affinity against damage claims and monetary judgments, but that it does not qualify for Eleventh Amendment immunity.

CONCLUSION

For the foregoing reasons, Plaintiff submits that she has established that Defendants Moore and Pang acted under color of state law, custom, usage or practice when they deprived Plaintiff of her liberty and personal freedom and in failing to inform her of her rights under Chapter 632 R.S.Mo. in violation of the substantive and procedural due process protections of the Fourteenth Amendment

Furthermore their joint course of action is attributable to PMHS, Benton Bloom, and Affinity Healthcare, Inc. under controlling Supreme Court precedent.

Wherefore Plaintiff requests the court to enter declaratory and partial summary judgment on her behalf as to liability of Defendants on Counts I and II of the Amended Complaint reserving the remaining claims for trial.

Respectfully submitted,

s/Jim R. Bruce

Jim R. Bruce, #29,673
Attorney for Plaintiff
P.O. Box 37
Kennett, Missouri 63857
Telephone: (573) 888-9696

CERTIFICATE OF SERVICE

I, Jim R. Bruce, attorney for Plaintiff, hereby certify that on the 1st day of December 2013 that I electronically filed Plaintiff's Memorandum in Support of Motion for Partial-Summary Judgment and Declaratory Judgment with the Clerk of the Court using the CM/ECF system which sent notifications of such filing to the following counsel of records:

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s/Jim R. Bruce
Jim R. Bruce

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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
SOUTHEAST DIVISION

RUTH PIERCE by Shirley Dodd Guardian and Conservator, Plaintiff,	)	
vs.	)	**Civil Action No: 1:11CV00132CEJ**
Pemiscot Memorial Health Systems, et al. Defendants.	)	

STATEMENT OF UNCONTESTED FACTS

Pursuant to Local Rule 7-4.01(E), Plaintiff submits the following statement of uncontested facts:

1. The Circuit Court of Pemiscot County upon an *ex parte* application by the Missouri Department of Health and Senior Services on May 15, 2009 entered an order for the involuntary commitment of Ruth Pierce, an 84 year old widow, for a 96 hour detention for evaluation and treatment and was placed in the custody of Resolutions psychiatric unit at Pemiscot Memorial Health Systems on May 16, 2009.

2. Her 96 hour commitment expired on May 21, 2009 and no further petition for an additional period of detention was filed with the court.

3. After the expiration of her 96 hour commitment, Defendants continued to hold Plaintiff for an additional 61 days until her discharge was obtained by her attorney on July 22, 2009.

4. At no time during her detention at Resolutions was she provided a statement of her rights under Chapter 632 R.S.Mo.

5. Bonnie Moore was at all times during Plaintiff's detention the Program

Director for Resolutions under contract between Affinity Healthcare, Inc. and PMHS. During the same time, she was a full time employee of Affinity.

6. Defendant Jim Pang at all time was a licensed psychiatrist and in charge of Plaintiff's care and treatment under the order of commitment and continued to treat her during the 61 days following the expiration of her 96 hour detention.

7. At all times, Plaintiff was treated at Resolutions as an involuntary commitment and was detained without further court order or other legal authority after the 96 hour commitment.

8. That at all times, Plaintiff was detained without notice of her rights and the opportunity to challenge her continued confinement in a judicial forum.

9. That Benton Bloom is and was at all times during Plaintiff's detention the sole owner and president of Affinity Healthcare, Inc.

10. At all times material to this action, the psychiatric unit known as Resolutions Behavioral Health was a lock down psychiatric facility owned and operated by PMHS and managed and staffed by Affinity Healthcare, Inc.

11. That Jim Pang, M.D., at all times material to this action, was the Medical Director for Resolutions through a contract with Affinity Healthcare, Inc. and a provider of psychiatric services pursuant to a contract with PMHS. The position as Medical Director was a staffed position with PMHS.

12. At all times during Plaintiff's confinement, she wanted to be discharged to go back to her home, but was prevented from doing so by her continued confinement at Resolutions at the direction of Defendant Pang, Bonnie Moore and the Interdisciplinary Treatment Review Team.

13. That it was a practice at Resolutions to detain involuntarily committed patients beyond the expiration of their court ordered detention without obtaining an order for an additional period of detention. If the Medical Director and Interdisciplinary Team, including Defendant Moore, were of the opinion that a patient was mentally ill or not ready to be discharged.

14. That Ruth Pierce was deprived of her personal freedom and the right to return to her home by her detention on the part of Defendants for a period of 61 days

after the expiration of her 96 hour committment.

Respectfully submitted,

s/Jim R. Bruce
Jim R. Bruce, #29,673
Attorney for Plaintiff
P.O. Box 37
Kennett, Missouri 63857
Telephone: (573) 888-9696

IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
SOUTHEAST DIVISION

RUTH PIERCE by Shirley Dodd Guardian and Conservator, Plaintiff,	)	
vs.	)	Civil Action No: 1:11CV00132CEJ
PEMISCOT MEMORIAL HEALTH SYSTEMS, et al. Defendants.	)	

Exhibit B
McCrary Affidavit

AFFIDAVIT

I, Johnna McCrary, depose and state as follows:

1. I am a Licensed Professional Counselor (LPC) in the State of Missouri.

2. Pemiscot Memorial Health Systems (PMHS) is a county hospital owned and operated by Pemiscot County, Missouri.

3. During 2009 I was employed by PMHS in its Resolutions Mental Health unit in Hayti, Missouri and worked with geriatric patients. I was also completing an internship with Resolutions to obtain my license as a professional counselor.

4. Pemiscot Memorial Health Systems contracted with Affinity Health Care, Inc. to manage Resolutions. Affinity was responsible through its President Benton Bloom and its Program Director, Bonnie Moore, for hiring and supervising the medical director, professional counselors, nursing staff, and other employees who worked in the unit. Counselors, nurses, and support staff at Resolutions were employees of PMHS.

5. During my employment at Resolution, I worked with an 83 year old lady named Ruth Pierce who had been taken from her home in Steele, Missouri and admitted to Resolutions under a 96 hour involuntary commitment order of the Circuit Court of Pemiscot County, Missouri.

6. After she was admitted I conducted a psycho-social assessment and

leisure assessment for her on May 19 and 21.

7. Everyone at Resolutions who worked with her was aware that she had been involuntarily committed and was there against her will. This fact was noted in her file, which contained a copy of the court order. It was also shown on various assessments and reports, together with her date of admission, and discussed in the weekly Treatment Plan Review and Physician Recertification meetings.

8. I saw Mrs. Pierce daily during week-days throughout her stay at Resolution in group, individual, and activity programs and other times on in the unit.

9. Resolutions is an inpatient lock-down facility in which patients are not permitted to leave the facility on their own until they are discharged.

10. From my first contact with Mrs. Pierce, she was oriented to time, place and person, her perceptions were appropriate with no evidence of hallucination. She had no memory deficits and was able to fully provide information during my assessment. During her stay she was very pleasant and had a good personality. She was always cooperative with staff and attended all group, individual and activity sessions and regularly helped other patients who were confused or needed assistance.

11. From the time she was admitted she wanted to go home and did not want to stay at Resolutions. She frequently stated to myself and other staff , "I don't belong here," and "There is nothing wrong with my mind." I probably had more interaction with her than any other staff at Resolutions with the different classes and

activities I was responsible for. She asked me daily when she would be allowed to go home. I know she also made the same statements to the nurses and other staff as well.

12. I regularly attended the multi-disciplinary Treatment Review meetings with the Medical Director, Program Director, nursing staff, and support staff. At these meeting each patient was discussed, together with their length of stay, participation, and progress. Dr. Pang as the Medical Director would recertify patients for additional periods of treatment or discharge them. These meetings were held each Wednesday usually between 9:00 a.m. and 10:00 a.m.

13. From attending the treatment review meetings I knew that an Bonnie Moore and other members of the review team were trying to place Mrs. Pierce in a nursing home in Malden, Missouri but she did not want to go.

14. Mrs. Pierce had been at Resolutions so long that her file was getting very thick. At the treatment review meetings members joked about the size of her file.

15. At a treatment review team meeting in July 2009, the length of her commitment was discussed and that they had nothing in the file to justify holding her any longer. Someone suggested getting her to sign a voluntary admission form, but someone else said she wouldn't sign one. Dr. Pang then made the statement they could trick her into signing a voluntary admission form. Nothing else was said and I thought the remark by Dr. Pang must have been a joke. Dr. Pang certified her to

be detained for another week of treatment.

16. On July 21, 2009, while I was finishing up a geriatric activity group at 3:00 p.m. Mrs. Pierce was in the group and came up to me and asked if she could speak with me. She was very upset and I took her into the counselor's office which was vacant at the time to talk with her in private. She said they would not let her go home and were trying to force her to go to a nursing home in Malden. She said she did not want to go into a nursing home and wanted to go back to her home. I asked her if she had any family who might help her. She thought for a moment and said she had a cousin in Kennett who was a lawyer. I looked up his phone number in the phone book and placed a call to his office. I spoke with him and told him I was calling for Ruth Pierce. I explained briefly what was happening and gave the phone to Ruth. She told him she was being held and they would not let her go home. I confirmed that it was my understanding that they did not have anything that would allow them to hold her. The attorney told Ruth that he would be over the next day to get her discharged. He got her discharged the next day July 22, 2009.

16. During the last few week Mrs. Pierce was at Resolutions, Bonnie Moore was pushing to get Mrs. Pierce transferred to the nursing home in Malden and at a later time to have a guardian appointed for her so they could put her in a nursing home against her will. All of this was after the 96 hour commitment has expired and they were continuing to hold her against her will.

17. No one at Resolutions knew that I had helped Mrs. Pierce. After she left, another gentleman from the Steele area was being held under a 96 hour commitment from the court and was not allowed to leave when it expired. He talked with me and I told him that Resolutions had to discharge him after the 96 hours. After he talked with me, he told them he knew they could not hold him and demanded that he be discharged. Bonnie Moore and some of the staff were unhappy with me for telling him he had a right to be discharged.

18. Bonnie Moore continued to push for the appointment of a guardian for Ruth Pierce even after she was discharged. She got the Division of Health and Senior Services to file for a guardianship in the Circuit Court of Pemiscot County. A court date was set for August 11, 2009. In July after Ruth Pierce was discharged, Bonnie Moore directed me to prepare to testify against Mrs. Pierce in the guardianship proceeding and provided me a list of topics she expected me to testify on. I was concerned because my interaction with Mrs. Pierce supported her being able to return to her home and function independently on her own.

19. On the morning of August 11, 2009, I went to the office of the chairman of the hospital's board of trustees for advice about what to do. He was out and I spoke with his assistant and informed him of the situation with Ruth Pierce. He was not able to give me any advice. At the time I was to go with Bonnie Moore and the other witnesses to the courthouse, I told her that I would not testify in the case and

did not go. When I finished my client for the day I went home. At 6:00 p.m. I got a call from Resolutions and was told to come in to meet with Bonnie Moore. When I got there Bonnie Moore and Benton Bloom, the President of Affinity were there waiting for me. The proceeded to tell me I was disloyal to Resolutions, that I had failed to complete an assignment by not testifying, and that I was insubordinate in failing to follow a direct order. I was told to go home and stay until I was called to come back. I called in the next morning to see if I should come in to cover patients and was told not to come in. The next morning August 13th, I called in again and Bonnie Moore told me to come on in. When I got there I met with patients as ususal. At approximately 10:00 a.m. I was in the dining room working with patients in a group session when Bonnie Moore walked up to me and told me to write her my resignation. She told me if I did not write out my resignation, I would be fired and it was in my best interest to resign. She said if I resigned, the hospital would not contest unemployment benefits.

I wrote out a resignation making it clear that it was being done under duress and turned it in to Bonnie Moore and left Resolutions.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: October 31st 2013.

Johnna McCrary

IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
SOUTHEAST DIVISION

RUTH PIERCE by Shirley Dodd Guardian and Conservator, Plaintiff,	)	
vs.	)	Civil Action No: 1:11CV00132CEJ
PEMISCOT MEMORIAL HEALTH SYSTEMS, et al. Defendants.	)	

Exhibit C
Professional Services Agreement with PMHS -Pang 1st Supplemental Responses to Production

Exhibit C- Professional Services Agreement with PMHS- Pang 1st Supplemental Responses to Production

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and executed at Hayti, Missouri, as of the 19th day of May, 2008 by and between Pemiscot Memorial Hospital, a county hospital organized under the laws of the State of Missouri, hereinafter referred to as "PMHS," and Jim Pang, Jr., M.D., hereinafter referred to as "Physician."

WITNESSETH:

WHEREAS, PMHS has been established to operate an acute care hospital ("Hospital") and rural health care clinics operated pursuant to the Rural Health Clinic Services Act of 1977 ("Clinic(s)") in and around Hayti, Missouri, and PMHS desires to enter into an independent contract with the Physician to render medical services in the specialty of Psychiatry on behalf of PMHS; and

WHEREAS, "Psychiatric Primary Care Services" as used herein means **the evaluation and management of psychiatric medical conditions**; and

WHEREAS, the Board of Trustees of PMHS believes that it is essential to retain and preserve physician services for the community by independently contracting with physicians to provide patient care to the patients of PMHS; and

WHEREAS, the Board of Trustees of PMHS has determined that the independent contracting of Physician according to terms as stated herein furthers PMHS's governmental purposes; and

WHEREAS, Physician is qualified to practice medicine in the State of Missouri, is a member of the Medical Staff of the Hospital; and

WHEREAS Physician practices medicine in Hayti, Missouri, and the surrounding area specializing in **Psychiatric Primary Care Services**; and

WHEREAS the Board of Trustees of PMHS desires to contract with Physician to provide **Psychiatric Primary Care Services** in its Clinic.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

ARTICLE I: Physician warrants and represents that Physician is licensed to practice medicine in the State of Missouri and is an active member of the Hospital's Medical Staff. It is expressly agreed that continuation of this Agreement shall be

contingent upon Physician's maintenance of a license to practice medicine in the State of Missouri, full participation in the Medicare/Medicaid program, continued active and or consulting membership on the Medical Staff of Hospital, and continued maintenance of clinical privileges that are adequate and appropriate for a physician providing Psychiatric Primary Care Services. Physician agrees immediately to notify PMHS's Chief Executive Officer, in writing, of any notice of suspension or termination of Physician's license to practice medicine in the State of Missouri or of any sanction imposed by or exclusion from the Medicare/Medicaid program.

ARTICLE II: Services provided by Physician shall be performed and rendered in a competent, efficient and satisfactory manner according to the standards of medical practice and professional duties of medical practitioners.

ARTICLE III: PMHS will provide Physician adequate facilities for a medical clinic and office. PMHS will provide equipment, staff, and supplies reasonably required so that Physician may perform the required duties and responsibilities under this Agreement in an efficient and professional manner including the services of support staff. Direction and control of such personnel for direct patient care shall rest with Physician; it being understood that PMHS personnel to be so utilized shall at all times remain employees of PMHS, subject to all PMHS Rules and Regulations and subject to the supervision of the Clinic site supervisor.

ARTICLE IV: (a.) Physician agrees to devote his designated time in the Clinic to the performance of his functions in the area of Psychiatric Primary Care Services. (b.) Physician will be granted the necessary administrative authority to fulfill the functions of a physician in the specialty of Psychiatric Primary Care Services. In administrative relationships, Physician shall perform services under the direction of PMHS's Chief Executive Officer or his/her designee, shall be responsible to PMHS administration and will abide by the administrative regulations of PMHS. Physician and PMHS jointly agree regularly to discuss any matters relating to operations within the scope of this Agreement, which would improve PMHS's efficiency and the quality of services rendered. Physician agrees to assist and participate in educational programs conducted by PMHS, and to perform such teaching and training functions within PMHS as are necessary to assure PMHS's compliance with the requirements of accrediting bodies.

ARTICLE V: Physician shall prepare such reports, claims and correspondence and maintain such time allocation records and/or daily time records (on forms provided by PMHS) as reasonably requested by PMHS.

ARTICLE VI: Physician shall complete CME programs, which are beneficial for PMHS to maintain the highest level of accreditation with respect to its Psychiatric Primary Care Services.

ARTICLE VII: In consideration for Physician's performance of the duties and responsibilities set forth in this Agreement, PMHS shall pay Physician according to the terms set forth in Exhibit A attached hereto and incorporated by reference herein.

ARTICLE VIII: Physician shall be considered an Independent Contractor under this Agreement and, therefore, Physician compensation shall not be subject to Federal, FICA and State Tax withholding.

ARTICLE IX: Physician acknowledges that completion of appropriate medical records as required by the Bylaws and Rules and Regulations of PMHS and/or Hospital's Medical Staff are part of the professional duties of Physician pursuant to this Agreement. Physician shall timely complete all billing and medical records in compliance with those Bylaws, Rules and Regulations, including completion and submission of medical records and billing forms. It is understood that failure to comply with such policies, bylaws, rules and regulations established with regard to completion of records and billing shall be considered material breach of this Agreement by Physician.

ARTICLE X: Charges for professional services performed by Physician shall be established by PMHS. All income generated by Physician from charges for professional services and all activities related thereto performed by Physician shall belong to PMHS, whether paid directly to PMHS or to Physician, excluding income generated by Physician for outpatient procedures and/or inpatient services performed at the Hospital. PMHS shall be responsible for billing all patients for services performed by Physician pursuant to this Agreement as well as collection of monies due from patients for services provided by Physician, excluding billing for the professional component of all outpatient procedures and/or inpatient services performed at the Hospital. Physician hereby assigns to PMHS the collection of all professional fees billed while providing any services pursuant to this Agreement and will not bill patient or any third-party payment organization for amounts billed by PMHS except as specifically authorized by this Agreement, excluding professional fees billed for providing inpatient services at the Hospital. Physician agrees that all records of treatment, billing and other patient care documents and all income and all accounts receivable generated by Physician pursuant to this Agreement are, and shall remain the property of PMHS. Physician shall have reasonable access to PMHS books and records as necessary to fulfill his/her responsibility for billing and coding and to verify Physician's personal productivity requirements under this Agreement.

ARTICLE XI: This Agreement shall remain in effect for a period of twelve (12) months from the Commencement Date set forth in the final paragraph of this Agreement. It will thereafter be automatically extended for additional twelve (12) month terms (each a "renewal term") unless either party provides the other party written notice of the intent not to renew the Agreement, said notices to be provided at least thirty (30) days prior to the last day of the initial or any renewal term. Notwithstanding anything contained herein,

either party hereto may terminate this Agreement, with or without cause, upon thirty (30) days written notice to the other party.

Additionally, this Agreement may be terminated immediately by PMHS by providing written notice to Physician upon occurrence of any of the following events:

(a) Revocation, suspension or limitation of: Physician's license to practice medicine in the State of Missouri or any other state in which Physician is licensed, Physician's DEA or BNDD registration, or Physician's medical staff membership or clinical privileges at Hospital;

(b) PMHS determines, in good faith, that Physician is not providing adequate patient care or that the safety of patients is jeopardized by continuing the Agreement herein;

(c) Material breach of this Agreement by Physician as determined by PMHS's CEO;

(d) Attempted assignment of this Agreement by Physician;

(e) Physician being convicted of or pleading *nolo contendere* or guilty to a felony or crime involving moral turpitude;

(f) Death of Physician;

(g) Disability which renders Physician unable to perform the essential functions of his duties hereunder even with reasonable accommodation;

(h) If Physician is sanctioned, suspended, debarred or excluded from participation in the Medicare/Medicaid program or any other governmental health program;

(i) Failure of Physician to maintain levels of productivity Physician has historically performed as an Independent Contractor of PMHS so long as Physician has been given prior notice of such deficiency and fourteen (14) days to cure. No prior notice is required, however, if there is an immediate jeopardy to patient care;

(j) Conduct by Physician which demonstrates Physician's refusal or inability to work with and/or relate to patients, other medical staff members, members of other health disciplines, PMHS or Hospital administration and Physicians or the Board of Trustees in a cooperative, professional manner that is essential for maintaining an environment appropriate to quality and

efficient patient care, if such conduct is not corrected by Physician within ten (10) days after written notice describing such conduct is given to Physician by PMHS.

ARTICLE XII: Physician acknowledges that, in connection with this Agreement and the services provided hereunder, Physician will be acquiring and making use of confidential information and trade secrets (the "Confidential information") of PMHS which include, but are not limited to, management reports, marketing studies, marketing plans, financial statements, internal memoranda, reports, patient lists, and other materials or records of a proprietary nature. Therefore, in order to protect the Confidential Information, Physician agrees that Physician will not after the date hereof, and for so long as any such Confidential Information may remain confidential, secret or otherwise wholly or partially protectable, use such information except in connection with the performance of Physician's duties pursuant to this Agreement or divulge the Confidential Information to any third party unless PMHS consents in writing to such use of divulgence. PMHS shall have the right, at its option, to enforce this provision by means of injunctive relief in addition to any other remedies that may be available under law. Physician hereby waives the claim or defense that an adequate remedy at law for such a breach exists. The covenants contained in this Article XIV shall survive any termination of this Agreement.

ARTICLE XIII: Any notices required under this Agreement may be mailed by registered or certified mail or delivered in person to the parties at the following addresses:

If to PMHS:

Kerry L. Noble
Chief Executive Officer
Pemiscot Memorial Hospital
P.O. Box 489
Hwy. 61 & Reed
Hayti, MO 63851

If to Physician:

Jim Pang, Jr., M.D.
8134 County Village Dr.
Suite 102
Cordova, TN 38016

ARTICLE XIV: This Agreement supersedes all prior agreements and understandings between the parties and may not be modified or terminated orally. No modification, termination or attempted waiver shall be valid unless in writing signed by the party against whom the same is sought to be enforced.

ARTICLE XV: If any clause or provision herein shall be judged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision, but shall remain in full force and effect. Each provision of this Agreement shall be enforceable independently of any other claim or cause of action.

ARTICLE XVI: The waiver of any party hereto or a breach of any provision of this Agreement shall not operate or be construed to be a waiver of any subsequent breach by any party.

ARTICLE XVII: This Agreement shall be deemed to have been made and shall be construed and interpreted in accordance with the laws of the State of Missouri.

ARTICLE XIII: The parties recognize that this Agreement at all times is subject to applicable state, local and federal laws and regulations. The parties further recognize that this Agreement shall be subject to amendments of such laws and regulations as now in effect and to new legislation and regulation. Any provisions of law or regulation that invalidate, or otherwise are inconsistent with the terms of this Agreement, or would cause one or more of the parties to be in violation of law, shall be deemed to have superseded the terms of this Agreement; provided, however, that the parties shall exercise their best efforts to accommodate the terms and intent of this Agreement to the greatest extent possible consistent with the requirements of law and regulation.

ARTICLE XIV: The parties hereby agree to make available for a period of four (4) years after furnishing of services under this Agreement, upon written request of the Secretary of the U.S. Department of Health and Human Services, and upon request of the Comptroller General, or any of their duly authorized representatives, this Agreement and any of the parties' books, documents and records that are necessary to certify the nature and extent of costs incurred by Hospital to this Agreement. Further, if the parties carry out any of their duties under this Agreement through a subcontract with the value and cost of ten thousand dollars ($10,000.00), or more, over a twelve (12) month period with a related organization, such contract must contain a clause to the effect that the related organization shall furnish its books, documents and records upon request as described above to verify the nature and extent of costs.

ARTICLE XX: Notwithstanding any unanticipated effect of any of the provisions herein, no party intends to violate the federal Medicare and Medicaid Anti-Kickback

Statute and/or the federal Physician Self-Referral Statute as such provisions are amended from time to time. The Physician shall refer all patients to the Hospital for all healthcare services not provided in the Clinic except (1) when the patient expresses a different choice, (2) when the patient's insurer determines the provider, (3) when the referral is not in the best medical interest of the patient in the Physician's judgment, which decision shall be charted in the patient's medical record, or (4) when the Hospital does not provide the healthcare services ordered by the Physician. The parties intend that this Agreement meet the requirements of the Medicare and Medicaid Anti-Kickback Statue and shall be construed consistent with compliance with such statutes and regulations. The payments to the Physician hereunder are fair market value for the services rendered based upon arm's length bargaining and the value of similar services in the community. Such payments are intended solely as compensation for the medical services personally performed by the Physician under this Agreement.

ARTICLE XXI: The benefit of this Agreement may not be assigned except by PMHS to a related legal entity. Subject to the foregoing limitations upon assignment, this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the dates indicated below, and agree that it shall be binding upon execution by both parties, and that the Commencement Date of this Agreement is June 1, 2008.

PMHS:

By: _____

Date: 6/26/08

PHYSICIAN:

by: _____

Date: 6/25/8

EXHIBIT A

COMPENSATION

This Exhibit A is an attachment to, and shall be deemed a part of, that certain Professional Services Agreement ("Agreement") dated May 19, 2008 by and between Pemiscot Memorial Hospital ("PMHS") and Jim Pang, Jr., M.D. ("Physician").

In consideration for Physician's performance of the duties and responsibilities set forth in the Agreement, PMHS shall pay Compensation to Physician according to the terms of this Exhibit A.

1. Compensation. Effective on the Commencement Date of this Agreement and monthly thereafter throughout the term hereof, PMHS shall pay Physician in the amount of [redacted] for each and every billable patient encounter. From the gross amount due Physician monthly, PMHS shall deduct the following amounts representing agreed-upon operating expenses to be borne by Physician: a) a billing and collection fee of [redacted] per patient encounter; and b) fixed monthly rent for the use of space and the other resources provided by PMHS hereunder in the amount of [redacted] per month. Payment of the net amount due to Physician per month as provided above shall occur by the tenth (10^{th}) of each month for all patient encounters occurring during the immediately preceding full month period.

2. Annual Review. Upon completion of the annual Medicare/Medicaid Cost Reports, the compensation per encounter shall be adjusted as reflected by the change in the cost per encounter as per the cost report computation as confirmed by the Medicare/Medicaid Intermediary.

3. Monthly Reports. PMHS will provide monthly reports to Physician setting forth the specific calculations utilized to reach the net amount of each monthly payment

Contract Addendum
Exhibit A
Compensation

Exhibit A of the Professional Services Agreement ("Agreement") dated May 19, 2008 by and between Pemiscot Memorial Hospital ("PMHS") and Jim Pang, Jr., M.D. ("Physician") is herby amended as follows:

1. Compensation.

   a. Effective August 1, 2009, reimbursement to Physician for all "self-pay" clinic encounters shall be paid at the rate of [redacted] of collections for said encounters. PMHS shall provide Physician with a detailed accounting of the collections received on a monthly basis.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum the dates indicated below and agree that it shall be binding upon execution by both parties with a commencement date of August 1, 2009.

PMHS

By: _____

Date: 7/15/09

PHYSICIAN

By: _____

Date: 07/13/09

IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
SOUTHEAST DIVISION

RUTH PIERCE by Shirley Dodd Guardian and Conservator, Plaintiff,	)	
vs.	)	Civil Action No: 1:11CV00132CEJ
PEMISCOT MEMORIAL HEALTH SYSTEMS, et al. Defendants.	)	

Exhibit D
Medical Directorship Agreement with Affinity Healthcare, Inc.
-Pang 1st Supplemental Responses to Production

Exhibit D- Medical Directorship Agreement with Affinity Healthcare, Inc.- Pang 1st Supplemental Responses to Production

Hayti Affinity 8

MEDICAL DIRECTORSHIP AGREEMENT

THIS Agreement is for the period beginning December 1, 2007 and ending November 30, 2008 between Affinity Healthcare, Inc. ("Affinity"), and Jim Pang, M.D. ("Medical Director").

RECITALS

WHEREAS, Affinity proposes to manage an Intensive Outpatient Program (IOP) and an inpatient psychiatry program (Programs), both located in Hayti, Missouri at Pemiscot Memorial Health Systems (Hospital);

WHEREAS, Affinity desires to assure professional medical direction for the Programs; and

WHEREAS, Medical Director is a duly licensed physician with experience in providing such services.

NOW, THEREFORE, for and in consideration of the recitals above and the mutual covenants and conditions herein contained, Affinity and Medical Director agree as follows:

ARTICLE I
DEFINITIONS

1.1 Director - "Medical Director" shall mean the physician named above as entering into this Agreement with Affinity; the term shall also include any one or more physicians or non-physician personnel selected by that physician from time to time to act on behalf of that physician in discharge of his duties under this Agreement and who meet at all times all of the criteria, requirements and conditions of this Agreement and provide satisfactory evidence of same to Affinity.

1.2 Service – Service shall mean the duties performed under this Agreement.

ARTICLE II
RESPONSIBILITIES OF MEDICAL DIRECTOR

2.1 The duties of Medical Director shall include, but not be limited to:

(a) Respond promptly when requested to solve any medically related administrative problems of the Programs.

(b) Participate in education programs which are necessary to assure Hospital's overall compliance with applicable accreditation requirements.

(c) Cooperate with Hospital's administration, medical staff, and committees in order to improve the Programs and the overall medical care afforded to Programs patients.

(d) As part of the Affinity's overall quality assurance program, assist in establishing guidelines and/or procedures to assure the consistency and quality of all services provided in connection with the Programs.

(e) Ensure that all required reports and/or records of all examinations, procedures, treatments and other services performed, including discharge summaries, are promptly and timely prepared and filed in accordance with Hospital's By-Laws.

(f) Provide qualified medical direction for the Programs, and further, make rounds as necessary to ensure a high standard of care and compliance with various regulatory authorities. Any physician which may be selected by Medical Director to act on his behalf, or assist him, in the discharge of his duties and/or responsibilities under this Agreement, shall at all times meet all applicable criteria, requirements, and conditions of this Agreement, and all standards referenced therein, and, further, provide satisfactory evidence of same to Affinity upon request.

(g) Medical Director shall prepare and file such additional or supplementary reports as Affinity may reasonably request, and shall be prepared to analyze and interpret such reports upon the request of the Affinity.

(h) Medical Director shall assure that all duties performed and services provided through the Service are as may be required by any standard, ruling or regulation of any other local, county, state or federal governmental agency, corporate entity or individual having authority to administer, regulate, accredit or otherwise set standards for healthcare facilities.

(i) Medical Director participates in developing, executing, and periodically reviewing the Programs' written policies and the services provided to Federal Program patients;

ARTICLE III
RESPONSIBILITIES OF AFFINITY

3.1 Personnel. After considering the recommendations of Medical Director, Affinity shall employ, reimburse and, when appropriate, terminate such non-physician personnel as Affinity deems necessary, in its sole discretion, for the proper orientation of the Service. Salaries and policies applicable to personnel employed within the Service shall be consistent with those applicable to other Affinity employees.

3.2 Etiquette. Affinity shall assure Medical Director that he will be treated by Affinity's employees with proper respect, courtesy and professionalism.

ARTICLE IV
CONDITIONS

4.1 The following shall be continuing conditions of this Agreement:

(a) Medical Director shall be duly-licensed to practice medicine in the State of Missouri and maintain certification by the State authorities.

(b) Medical Director shall maintain the insurance coverage required by Hospital.

(c) Medical Director shall be a board certified psychiatrist.

In the event Medical Director ever fails to meet any of the foregoing conditions in whole or in part at any time, Affinity may, at its option, immediately terminate this Agreement, or require Medical Director to take such remedial steps as Affinity deems necessary in its sole discretion to cure the failure to meet such condition(s).

ARTICLE V
TERM; TERMINATION

5.1 Subject to each party's right of termination as set forth below, this Agreement shall be for a term of one (1) year from the date first set forth above and shall be renewed automatically for successive one (1) year periods. Notwithstanding anything herein to the contrary, this Agreement may be terminated at any time as provided for under Article IV, or as follows:

(a) Whenever Affinity and Medical Director shall mutually agree to the termination in writing; or

(b) Except as provided for elsewhere in this Agreement, with cause or by either party upon the default by the other party of any term, covenant or condition of this Agreement, where such default continues for a period of three (3) days after the defaulting party received written notice thereof from the other party specifying the existence of such default; or

(c) Without cause by either party upon at least sixty (60) days written notice given by either Medical Director or Affinity to the other party in which case the Agreement shall terminate on the future date specified in such notice.

ARTICLE VI
COMPENSATION

6.1 Administrative Compensation. Affinity shall pay to Medical Director [redacted] per month for administrative duties provided to Affinity by Medical Director pursuant to this Agreement for IOP services. Affinity shall pay to Medical Director [redacted] per month for inpatient services. Payments for each program will commence upon their respective openings.

6.2 Complete Payment. Medical Director shall be paid on a monthly basis within 21 days after receipt of an invoice for the prior month's services.

6.3 Provider Services. Medical Director may not bill, nor cause to be billed, Medicare patients or Medicare (Part B) carriers for administrative, supervisor or other provider services in violation of 42 C.F.R. 405.550. Medical Director may bill Medicare patients or Medicare (Part B) carriers for services provided to Program patients. Medical Director has the option of billing using his own Medicare Part B number or else billing through the hospital's rural heath clinic.

ARTICLE VII
INSURANCE AND INDEMNIFICATION

7.1 Insurance. During the term of this Agreement, Medical Director, at his sole expense, shall carry malpractice and general liability insurance covering Medical Director in accordance with Hospital's By-Laws.

7.2 Indemnification. (a) Medical Director shall forever hold Affinity, its employees, agents and representatives (hereinafter collectively referred to as "Affinity") harmless of, from and against, and shall defend Affinity against and indemnify Affinity from, any and all liability which might be asserted against Affinity, and any and all costs, expenses and damages which might be sustained by Affinity (including attorney's fees) by virtue of, or arising out of or in connection with the services of Medical Director hereunder, including but not limited to a finding by the court of competent jurisdiction that Medical Director was or is the apparent or ostensible agent of Affinity or a breach by Medical Director of his obligations hereunder.

(b) Affinity shall forever hold Medical Director, its employees, agents and representatives (hereinafter collectively referred to as "Medical Director") harmless of, from and against, and shall defend Medical Director against and indemnify Medical Director from, any and all liability which might be asserted against Medical Director, and any and all costs, expenses and damages which might be sustained by Medical Director (including attorney's fees) by virtue of, or arising out of or in connection with the services of Affinity hereunder, including but not limited to, a finding by a court of competent jurisdiction that Affinity was or is the apparent or ostensible agent of Medical Director or breach by Affinity or its obligations hereunder.

7.3 Survival. The insurance and indemnification obligations stated herein shall survive the termination and/or expiration of this Agreement.

ARTICLE VIII
NOTICES

8.1 Notices. Notices of communication required to be given under this Agreement shall be delivered or given to the respective parties and each entity set forth below by registered or certified mail, return receipt requested, at the following addresses, unless a party otherwise designates in writing:

If to Affinity:	Ben Bloom P.O. Box 4757 Springfield, Missouri 65807
If to Medical Director:	Jim Pang, M.D. 8134 Country Village Drive Suite 102 Cordova, Tennessee 38016

Notices mailed pursuant to this Article shall be deemed given as of three (3) days after the date of mailing. Notices delivered in person shall be deemed given at time of receipt.

ARTICLE IX
MISCELLANEOUS

9.1 Independent Contractor: In the performance of the work, duties, and obligations required of Medical Director under this Agreement, it is mutually understood and agreed that Medical Director shall at all times be acting as an independent contractor practicing psychiatry and that the Medical Director shall not be an employee or agent of the Affinity.

9.2 Financial Obligation. Medical Director shall not incur, nor shall he have authority to incur, any financial obligation on behalf of Affinity without the prior written approval of Affinity.

9.3 Binding Effect. This Agreement shall be binding upon Medical Director from the date of its execution in accordance with its terms.

9.4 Section and Other Headings. The article and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

9.5 Governing Law. This Agreement has been made and executed in, and shall be construed and enforced according to the laws of Missouri.

9.6 Assignment. The obligations of Medical Director hereunder are personal and may not be assigned or delegated or transferred in any manner whatsoever, except as expressly permitted herein, nor are such obligations subject to involuntary alienation, assignment, or transfer. Any attempted or purported assignment shall be grounds for immediate termination of this Agreement by Affinity without notice. Affinity shall have the right to assign the Agreement and to delegate all rights, duties and obligations hereunder, whether in whole or in part, to any parent, affiliate successor or subsidiary organization or company of Affinity or a purchaser of all or substantially all of the assets of Affinity.

Medical Director may temporarily delegate his duties hereunder only with prior written consent of Affinity and only to physicians who meet at all times the criteria, requirements and conditions of this Agreement imposed upon Medical Director. Medical Director shall be solely responsible for compensating the physician(s) to whom Medical Director's duties are temporarily delegated.

9.6 Entire Agreement. This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements and understandings. Medical Director shall be entitled to no other benefits than those specified herein.

9.7 Waiver of Breach. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent or other breach hereof.

9.8 Provisions Held Invalid. If any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal or unenforceable for any reason or in any respect, such as

invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such provision had never been contained herein.

9.9 Amendments. This Agreement may be amended only by an instrument in writing signed by Medical Director and Affinity.

9.10 Access to Books and Records. If the value or cost of services rendered by Medical Director to Affinity under any contract in effect, entered into or renewed is Ten Thousand dollars ($10,000) or more over a twelve-month period, including, without limitation, services rendered pursuant to this Agreement, Medical Director agrees as follows:

(a) Until the expiration of four (4) years after the furnishing of such services, Medical Director shall, upon written request, make available to Secretary of the Department of Health and Human Services (the "Secretary), the Secretary's duly authorized representatives, the Comptroller General, or the Comptroller General's duly authorized representatives, such books, documents and records as may be necessary to certify the nature and extent of the costs of such services; and

(b) If any such services are performed by way of subcontract with another organization and the value or cost of such subcontracted services is Ten Thousand Dollars ($10,000) or more over a twelve-month period, such subcontract shall contain and Medical Director shall enforce a clause to the same effect. The availability of Medical Director's books, documents and records shall be subject at all times to all applicable requirements, including without limitations such criteria and procedures for seeking and obtaining access as may be promulgated by the Secretary by regulation.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first written above.

Agreed: _____ 11-26-07

Ben Bloom, President
Affinity Healthcare, Inc.

Date

Agreed: _____ 12-5-07

Jim Pang, M.D.
Board Certified Psychiatrist

Date

IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
SOUTHEAST DIVISION

RUTH PIERCE by Shirley Dodd Guardian and Conservator, Plaintiff,	)	
vs.	)	Civil Action No: 1:11CV00132CEJ
PEMISCOT MEMORIAL HEALTH SYSTEMS, et al. Defendants.	)	

Exhibit E
Pemiscot Memorial Hospital Bill
5/16/09-7/22/09

ARMINQ4 PEMISCOT MEMORIAL HOSPITAL 7/06/11 11:50:26
ACCOUNT STATUS 946 E REED PAGE 1
HAYTI MO 63851

PATIENT NO. 6304497 ADM 5/16/2009 DIS 7/22/2009 LOS 67
NAME PIERCE, RUTH LAST PYMT 8/14/2009 50,467.18 1
ADDRESS [redacted] LAST STMT 7/14/2010 2,937.00 5
ADDRESS FINAL BILLED 7/30/2009
CSZ [redacted] CHARGES 94,540.00

PHONE (000)000-0000 TYPE S SVC MGP CURRENT BALANCE 2,937.00
DOB [redacted] AGE 84 Y MS S DT BAD DEBT 7/27/2010
SSN [redacted] RACE 1 SEX F DT TO COLLECTIONS LTR 9

FCLASS 92 8/27/2010 CONT
PHY 349 PANG JR, JIM EMP COV 0
GUAR# [redacted]4497 PIERCE, RUTH RELATIVE DODD DENVER
ADDRESS [redacted] MO/63877 0000 MEDREC# [redacted]6069

INSURANCE INFORMATION

INS1	1	MEDICARE	POL# [redacted]	FILED 8/02/2009	PD
INS2	1269	PRUDENTIAL HEAL	POL# [redacted] 2	FILED 12/24/2009	PD
INS3	222	CREDIT BUREAU O	POL#	FILED	PD

A/R TRANSACTIONS

TRANS DATE	POST DATE	TRAN CODE	DESCRIPTION	AMOUNT
8/14/2009	8/18/2009	00076	MEDI PT A PYMT-GERI PSYCH	50,467.18-
8/14/2009	8/18/2009	00975	DEDUCTIBL OF $1068.0	.00
8/14/2009	8/18/2009	00976	CO-Pay. OF $1869.00	.00
8/14/2009	8/18/2009	00102	MEDICARE ADJ.	41,135.82-
4/02/2010	4/02/2010	00000	LETTER MAILED TO PATIENT.	.00
5/06/2010	5/06/2010	00000	LETTER MAILED TO PATIENT.	.00
6/04/2010	6/04/2010	00000	LETTER MAILED TO PATIENT.	.00
7/27/2010	7/27/2010	00116	TRANSFER TO BAD DEBT	.00

CHARGE TRANSACTIONS

TRANS DATE	SVC CODE	DESCRIPTION	QTY	AMOUNT
5/16/2009	799050	R&B RESOLUTIONS SEMI	1	1,320.00
5/16/2009	323400	ELECTROCARDIOGRAM	1	73.00
5/16/2009	310732	AMPHETAMINES	1	100.00
5/16/2009	310930	BARBITURATES	1	100.00
5/16/2009	311590	COCAINE	1	100.00
5/16/2009	310946	BENSODIAZEPINES	1	100.00
5/16/2009	314768	T H C	1	100.00
5/16/2009	314041	P C P	1	100.00
5/16/2009	313940	OPIATES	1	100.00
5/16/2009	371200	URINALYSIS (COMPLETE)	1	24.00
5/17/2009	799050	R&B RESOLUTIONS SEMI	1	1,320.00
5/17/2009	330550	CBC W/AUTO DIFF	1	77.00
5/17/2009	342550	THYROID STIM.HORMONE	1	122.00
5/17/2009	311620	COM. METABOLIC PANEL	1	163.00
5/17/2009	314928	VENOUS COLLECTION	1	18.00
5/17/2009	361000	RAPID PLASMA REAGIN	1	32.00
5/18/2009	603971	ARICEPT 5MG TABLET	2	62.00
5/18/2009	604972	LORAZEPAM 0.5MG-TAB	4	28.00
5/18/2009	799050	R&B RESOLUTIONS SEMI	1	1,320.00
5/19/2009	603971	ARICEPT 5MG TABLET	1	31.00
5/19/2009	647450	SYNTHROID 50MCG TAB	1	7.00
5/19/2009	799050	R&B RESOLUTIONS SEMI	1	1,320.00
5/19/2009	312650	HEMOGLOBIN A I C	1	72.00
5/19/2009	314928	VENOUS COLLECTION	1	18.00

ARMINQ4 PEMISCOT MEMORIAL HOSPITAL 7/06/11 11:50:26
ACCOUNT STATUS 946 E REED PAGE 2
HAYTI MO 63851

PATIENT NO. [redacted]4497 ADM 5/16/2009 DIS 7/22/2009 LOS 67
NAME PIERCE, RUTH LAST PYMT 8/14/2009 50,467.18 1

CHARGE TRANSACTIONS

TRANS DATE	SVC CODE	DESCRIPTION	QTY	AMOUNT
5/20/2009	603971	ARICEPT 5MG TABLET	1	31.00
5/20/2009	799050	R&B RESOLUTIONS SEMI	1	1,320.00
5/21/2009	603971	ARICEPT 5MG TABLET	1	31.00
5/21/2009	647450	SYNTHROID 50MCG TAB	1	7.00
5/21/2009	629300	METFORMIN 500MG TABLET	1	7.00
5/21/2009	799050	R&B RESOLUTIONS SEMI	1	1,320.00
5/22/2009	603971	ARICEPT 5MG TABLET	1	31.00
5/22/2009	647450	SYNTHROID 50MCG TAB	2	14.00
5/22/2009	629300	METFORMIN 500MG TABLET	1	7.00
5/22/2009	799050	R&B RESOLUTIONS SEMI	1	1,320.00
5/23/2009	799050	R&B RESOLUTIONS SEMI	1	1,320.00
5/24/2009	799050	R&B RESOLUTIONS SEMI	1	1,320.00
5/25/2009	603971	ARICEPT 5MG TABLET	3	93.00
5/25/2009	604972	LORAZEPAM 0.5MG-TAB	2	14.00
5/25/2009	647450	SYNTHROID 50MCG TAB	3	21.00
5/25/2009	629300	METFORMIN 500MG TABLET	3	21.00
5/25/2009	799050	R&B RESOLUTIONS SEMI	1	1,320.00
5/26/2009	603971	ARICEPT 5MG TABLET	1	31.00
5/26/2009	799050	R&B RESOLUTIONS SEMI	1	1,320.00
5/27/2009	799050	R&B RESOLUTIONS SEMI	1	1,320.00
5/28/2009	603971	ARICEPT 5MG TABLET	2	62.00
5/28/2009	647450	SYNTHROID 50MCG TAB	3	21.00
5/28/2009	629300	METFORMIN 500MG TABLET	3	21.00
5/28/2009	799050	R&B RESOLUTIONS SEMI	1	1,320.00
5/29/2009	603971	ARICEPT 5MG TABLET	1	31.00
5/29/2009	647450	SYNTHROID 50MCG TAB	1	7.00
5/29/2009	629300	METFORMIN 500MG TABLET	1	7.00
5/29/2009	799050	R&B RESOLUTIONS SEMI	1	1,320.00
5/30/2009	799050	R&B RESOLUTIONS SEMI	1	1,320.00
5/31/2009	799050	R&B RESOLUTIONS SEMI	1	1,320.00
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6/01/2009	604972	LORAZEPAM 0.5MG-TAB	2	14.00
6/01/2009	647450	SYNTHROID 50MCG TAB	4	28.00
6/01/2009	629300	METFORMIN 500MG TABLET	4	28.00
6/01/2009	799050	R&B RESOLUTIONS SEMI	1	1,320.00
6/02/2009	603971	ARICEPT 5MG TABLET	1	31.00
6/02/2009	647450	SYNTHROID 50MCG TAB	1	7.00
6/02/2009	629300	METFORMIN 500MG TABLET	1	7.00
6/02/2009	799050	R&B RESOLUTIONS SEMI	1	1,320.00
6/03/2009	603971	ARICEPT 5MG TABLET	1	31.00
6/03/2009	647450	SYNTHROID 50MCG TAB	1	7.00
6/03/2009	629300	METFORMIN 500MG TABLET	1	7.00
6/03/2009	799050	R&B RESOLUTIONS SEMI	1	1,320.00
6/04/2009	603971	ARICEPT 5MG TABLET	2	62.00
6/04/2009	799050	R&B RESOLUTIONS SEMI	1	1,320.00
6/05/2009	647450	SYNTHROID 50MCG TAB	2	14.00
6/05/2009	629300	METFORMIN 500MG TABLET	2	14.00
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6/05/2009	799050	R&B RESOLUTIONS SEMI	1	1,320.00
6/06/2009	799050	R&B RESOLUTIONS SEMI	1	1,320.00
6/07/2009	799050	R&B RESOLUTIONS SEMI	1	1,320.00

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ACCOUNT STATUS 946 E REED PAGE 3
HAYTI MO 63851

PATIENT NO. [redacted]1497 ADM 5/16/2009 DIS 7/22/2009 LOS 67
NAME PIERCE, RUTH LAST PYMT 8/14/2009 50,467.18 1

CHARGE TRANSACTIONS

TRANS DATE	SVC CODE	DESCRIPTION	QTY	AMOUNT
6/08/2009	647450	SYNTHROID 50MCG TAB	3	21.00
6/08/2009	629300	METFORMIN 500MG TABLET	4	28.00
6/08/2009	603971	ARICEPT 5MG TABLET	6	186.00
6/08/2009	799050	R&B RESOLUTIONS SEMI	1	1,320.00
6/09/2009	647450	SYNTHROID 50MCG TAB	1	7.00
6/09/2009	629300	METFORMIN 500MG TABLET	1	7.00
6/09/2009	603971	ARICEPT 5MG TABLET	2	62.00
6/09/2009	799050	R&B RESOLUTIONS SEMI	1	1,320.00
6/10/2009	647450	SYNTHROID 50MCG TAB	1	7.00
6/10/2009	629300	METFORMIN 500MG TABLET	1	7.00
6/10/2009	603971	ARICEPT 5MG TABLET	2	62.00
6/10/2009	799050	R&B RESOLUTIONS SEMI	1	1,320.00
6/11/2009	603971	ARICEPT 5MG TABLET	2	62.00
6/11/2009	799050	R&B RESOLUTIONS SEMI	1	1,320.00
6/12/2009	629300	METFORMIN 500MG TABLET	1	7.00
6/12/2009	603971	ARICEPT 5MG TABLET	2	62.00
6/12/2009	799050	R&B RESOLUTIONS SEMI	1	1,320.00
6/13/2009	799050	R&B RESOLUTIONS SEMI	1	1,320.00
6/14/2009	799050	R&B RESOLUTIONS SEMI	1	1,320.00
6/15/2009	647450	SYNTHROID 50MCG TAB	2	14.00
6/15/2009	629300	METFORMIN 500MG TABLET	2	14.00
6/15/2009	603971	ARICEPT 5MG TABLET	6	186.00
6/15/2009	799050	R&B RESOLUTIONS SEMI	1	1,320.00
6/16/2009	647450	SYNTHROID 50MCG TAB	2	14.00
6/16/2009	629300	METFORMIN 500MG TABLET	2	14.00
6/16/2009	603971	ARICEPT 5MG TABLET	2	62.00
6/16/2009	799050	R&B RESOLUTIONS SEMI	1	1,320.00
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6/17/2009	799050	R&B RESOLUTIONS SEMI	1	1,320.00
6/18/2009	647450	SYNTHROID 50MCG TAB	2	14.00
6/18/2009	629300	METFORMIN 500MG TABLET	2	14.00
6/18/2009	603971	ARICEPT 5MG TABLET	2	62.00
6/18/2009	618240	FIBER-LAX-TAB	10	70.00
6/18/2009	618240	FIBER-LAX-TAB	4	28.00
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6/19/2009	603971	ARICEPT 5MG TABLET	2	62.00
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6/21/2009	371200	URINALYSIS (COMPLETE)	1	24.00
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6/22/2009	629300	METFORMIN 500MG TABLET	4	28.00
6/22/2009	603971	ARICEPT 5MG TABLET	8	248.00
6/22/2009	629700	MILK OF MAG 30CC	1	7.00
6/22/2009	799050	R&B RESOLUTIONS SEMI	1	1,320.00
6/23/2009	647450	SYNTHROID 50MCG TAB	1	7.00
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6/23/2009	603971	ARICEPT 5MG TABLET	2	62.00
6/23/2009	799050	R&B RESOLUTIONS SEMI	1	1,320.00
6/24/2009	603971	ARICEPT 5MG TABLET	2	62.00
6/24/2009	799050	R&B RESOLUTIONS SEMI	1	1,320.00

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ACCOUNT STATUS 946 E REED PAGE 4
HAYTI MO 63851

PATIENT NO. [redacted]4497 ADM 5/16/2009 DIS 7/22/2009 LOS 67
NAME PIERCE, RUTH LAST PYMT 8/14/2009 50,467.18 1

CHARGE TRANSACTIONS

TRANS DATE	SVC CODE	DESCRIPTION	QTY	AMOUNT
6/25/2009	647450	SYNTHROID 50MCG TAB	2	14.00
6/25/2009	629300	METFORMIN 500MG TABLET	2	14.00
6/25/2009	603971	ARICEPT 5MG TABLET	2	62.00
6/25/2009	631860	NAMENDA 5MG TAB	2	28.00
6/25/2009	799050	R&B RESOLUTIONS SEMI	1	1,320.00
6/26/2009	799050	R&B RESOLUTIONS SEMI	1	1,320.00
6/27/2009	799050	R&B RESOLUTIONS SEMI	1	1,320.00
6/28/2009	799050	R&B RESOLUTIONS SEMI	1	1,320.00
6/29/2009	647450	SYNTHROID 50MCG TAB	3	21.00
6/29/2009	629300	METFORMIN 500MG TABLET	3	21.00
6/29/2009	603971	ARICEPT 5MG TABLET	8	248.00
6/29/2009	631860	NAMENDA 5MG TAB	4	56.00
6/29/2009	799050	R&B RESOLUTIONS SEMI	1	1,320.00
6/30/2009	647450	SYNTHROID 50MCG TAB	1	7.00
6/30/2009	629300	METFORMIN 500MG TABLET	1	7.00
6/30/2009	603971	ARICEPT 5MG TABLET	2	62.00
6/30/2009	799050	R&B RESOLUTIONS SEMI	1	1,320.00
7/01/2009	799050	R&B RESOLUTIONS SEMI	1	1,320.00
7/02/2009	647450	SYNTHROID 50MCG TAB	3	21.00
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7/02/2009	799050	R&B RESOLUTIONS SEMI	1	1,320.00
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7/05/2009	799050	R&B RESOLUTIONS SEMI	1	1,320.00
7/06/2009	647450	SYNTHROID 50MCG TAB	4	28.00
7/06/2009	629300	METFORMIN 500MG TABLET	4	28.00
7/06/2009	603971	ARICEPT 5MG TABLET	6	186.00
7/06/2009	629700	MILK OF MAG 30CC	1	7.00
7/06/2009	799050	R&B RESOLUTIONS SEMI	1	1,320.00
7/07/2009	603971	ARICEPT 5MG TABLET	2	62.00
7/07/2009	799050	R&B RESOLUTIONS SEMI	1	1,320.00
7/08/2009	647450	SYNTHROID 50MCG TAB	1	7.00
7/08/2009	629300	METFORMIN 500MG TABLET	1	7.00
7/08/2009	603971	ARICEPT 5MG TABLET	2	62.00
7/08/2009	799050	R&B RESOLUTIONS SEMI	1	1,320.00
7/09/2009	647450	SYNTHROID 50MCG TAB	1	7.00
7/09/2009	629300	METFORMIN 500MG TABLET	1	7.00
7/09/2009	603971	ARICEPT 5MG TABLET	2	62.00
7/09/2009	799050	R&B RESOLUTIONS SEMI	1	1,320.00
7/10/2009	647450	SYNTHROID 50MCG TAB	2	14.00
7/10/2009	629300	METFORMIN 500MG TABLET	2	14.00
7/10/2009	603971	ARICEPT 5MG TABLET	2	62.00
7/10/2009	799050	R&B RESOLUTIONS SEMI	1	1,320.00
7/11/2009	799050	R&B RESOLUTIONS SEMI	1	1,320.00
7/12/2009	799050	R&B RESOLUTIONS SEMI	1	1,320.00
7/13/2009	647450	SYNTHROID 50MCG TAB	2	14.00
7/13/2009	629300	METFORMIN 500MG TABLET	2	14.00
7/13/2009	603971	ARICEPT 5MG TABLET	6	186.00
7/13/2009	799050	R&B RESOLUTIONS SEMI	1	1,320.00

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ACCOUNT STATUS 946 E REED PAGE 5
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PATIENT NO. [redacted]4497 ADM 5/16/2009 DIS 7/22/2009 LOS 67
NAME PIERCE, RUTH LAST PYMT 8/14/2009 50,467.18 1

CHARGE TRANSACTIONS

TRANS DATE	SVC CODE	DESCRIPTION	QTY	AMOUNT
7/14/2009	647450	SYNTHROID 50MCG TAB	3	21.00
7/14/2009	629300	METFORMIN 500MG TABLET	2	14.00
7/14/2009	603971	ARICEPT 5MG TABLET	2	62.00
7/14/2009	799050	R&B RESOLUTIONS SEMI	1	1,320.00
7/15/2009	603971	ARICEPT 5MG TABLET	2	62.00
7/15/2009	799050	R&B RESOLUTIONS SEMI	1	1,320.00
7/16/2009	647450	SYNTHROID 50MCG TAB	1	7.00
7/16/2009	629300	METFORMIN 500MG TABLET	1	7.00
7/16/2009	603971	ARICEPT 5MG TABLET	2	62.00
7/16/2009	799050	R&B RESOLUTIONS SEMI	1	1,320.00
7/17/2009	647450	SYNTHROID 50MCG TAB	1	7.00
7/17/2009	629300	METFORMIN 500MG TABLET	1	7.00
7/17/2009	603971	ARICEPT 5MG TABLET	2	62.00
7/17/2009	799050	R&B RESOLUTIONS SEMI	1	1,320.00
7/18/2009	799050	R&B RESOLUTIONS SEMI	1	1,320.00
7/19/2009	799050	R&B RESOLUTIONS SEMI	1	1,320.00
7/20/2009	647450	SYNTHROID 50MCG TAB	4	28.00
7/20/2009	629300	METFORMIN 500MG TABLET	4	28.00
7/20/2009	603971	ARICEPT 5MG TABLET	6	186.00
7/20/2009	799050	R&B RESOLUTIONS SEMI	1	1,320.00
7/21/2009	603971	ARICEPT 5MG TABLET	2	62.00
7/21/2009	799050	R&B RESOLUTIONS SEMI	1	1,320.00
7/22/2009	647450	SYNTHROID 50MCG TAB	2	14.00
7/22/2009	629300	METFORMIN 500MG TABLET	2	14.00
7/22/2009	603971	ARICEPT 5MG TABLET	2	62.00
7/22/2009	603971	ARICEPT 5MG TABLET	2	62.00
7/22/2009	618240	FIBER-LAX-TAB	10-	70.00
7/22/2009	618240	FIBER-LAX-TAB	4-	28.00

IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
SOUTHEAST DIVISION

RUTH PIERCE by Shirley Dodd Guardian and Conservator, Plaintiff,	)	
vs.	)	Civil Action No: 1:11CV00132CEJ
PEMISCOT MEMORIAL HEALTH SYSTEMS, et al. Defendants.	)	

Exhibit F
Resolutions Policy Manual

ADMINISTRATION

ADMINISTRATION

12/08 / 08

RESOLUTIONS
Inpatient Behavioral Healthcare

POLICY AND PROCEDURE MANUAL

SUBJECT: 96 Hour Court Commitment – Patient arrives with Commitment Papers

POLICY

In order to provide needed emergency psychiatric treatment, Resolutions will accept court commitments. These emergency commitments are limited to 96 hours. For this reason, planning for the discharge/disposition of a committed patient should begin upon admission.

PROCEDURE

1) The individual receiving the pre-admission call should determine the county of commitment and the judge ordering the commitment. When calling the psychiatrist for approval for admission, he or she should be informed of the commitment status – including the reason, judge and county. Upon arrival of the patient, the papers should be reviewed and placed on the front of the patient's chart. These papers will become a part of the legal document

2) The committed patient will be assessed by a member of the nursing staff upon arrival. The nurse performing the assessment will immediately call the psychiatrist and inform him or her of the findings. The psychiatrist will then give orders.

3) The team will begin discharge planning upon admission. It is important to determine early whether the patient is going to require further placement.

4) The psychiatrist will perform a face to face assessment within 60 hours of admission.

5) The social worker or counselor will be informed within eight hours of admission. He or she will then work with the treatment team to determine appropriate discharge plans. The social worker or counselor will then make the necessary contacts for placement. This will be communicated to the nursing staff and documented in the discharge planning section of the chart.

6) In the event that the social worker or counselor can not be contacted, the admitting nurse will contact the Assistant Program Director or the Program Director. In this case, the APD or the PD will begin making contacts for discharge.

12/08/08

7) Once the 96 hours have elapsed, the patient will be either discharged; court committed for a longer period, or will sign in as a voluntary patient. The 96 hours begins when the patient arrives and excludes Saturdays, Sundays and holidays.

8) Each contact with patient, family and outside agencies will be thoroughly documented in the discharge planning section of the patient's chart.

RESOLUTIONS
Inpatient Behavioral Healthcare

POLICY AND PROCEDURE MANUAL

SUBJECT: Planning for AMA Potential

PURPOSE

This policy is designed to help prevent AMA's and thus continue to aid the patients in getting the help they need. Potential AMA's are assessed at admission and throughout the program. Every effort is made by the staff to prevent the impending AMA. The primary motivation behind the AMA intervention is the welfare of the patient.

PROCEDURE

1) The person responsible for admission should document and report any indicators of AMA potential assessed at the time of admission

2) Information from the family about patient and family motivation for treatment should be obtained in the family interview if family members are available at admission.

3) Patients should be monitored closely for any significant behavior changes. All staff work together to enhance the patient's commitment to treatment.

4) If the patient shows any signs of potential AMA, the staff will begin to intervene, using the following techniques:

   A) Engage the patient in dialogue about his/her concerns over leaving the program. Try not to argue but to listen and assess the problems.

   B) Problem solve around specific issues if possible.

   C) Find areas of ambivalence and focus on positive points.

   D) Make every effort to keep the patient from escalating small problems into larger ones which may precipitate an AMA.

   E) Inform the Program Director, Clinical Therapist, Charge Nurse, and physician as soon as possible.

5) If AMA potential escalates:

A) Arrange a special counseling session with Program Director, Clinical Therapist, Charge Nurse, and/or physician as soon as possible.

B) Enlist family support and set up an "in-hospital" intervention. This may include an employer or friends, if appropriate.

C) Ask patient to discuss AMA intentions in therapy group.

D) Arrange special meeting with the entire treatment team if indicated.

E) Document all intervention strategies in the patient's medical record.

6) If AMA occurs:

A) Isolate patient as much as possible from other patients as they are preparing to leave.

B) Attempt to keep open the option of returning to treatment at another time, being clear about readmission criteria and time-frames.

RESOLUTIONS
Inpatient Behavioral Healthcare

POLICY AND PROCEDURE MANUAL

SUBJECT: Discharge Against Medical Advice

POLICY

This policy is written to assure appropriate humane treatment for patients who desire to discontinue treatment in Resolutions. Psychiatric patients admitted to the program have serious psychiatric difficulties. When a patient attempts to leave AMA it may be due to their illness. While voluntary patients have the right to leave the hospital, it is important to help them be aware of the dangers involved.

All patients who have been admitted to Resolutions may leave the hospital against the physician's advice. However, it is always important to intervene with the patient and family if possible.

PROCEDURE

1) Inform Attending Physician of patient's desire to leave AMA.

2) Explain to patient reasons against leaving Pemiscot Memorial Health Systems. Provide patient with the seriousness of medical/mental consequences of leaving AMA.

3) Inform patient's guardian, power of attorney or family (with consent) of the request.

4) If patient will not be deterred and a physician's order has been obtained:

   A) Obtain patient's signature on AMA.

   B) Witness (sign & date) patient's signature.

   C) Document on medical record circumstances of discharge.

5) If patient refuses to sign Release Form.

   A) Notify Attending Physician.

B) Document on medical record why the patient refuses to sign the Release Form.

6) Patients who are in danger can be presented to a court to legally hold them, if necessary.

PATIENT CARE

PATIENT CARE

RESOLUTIONS
Inpatient Behavioral Healthcare

POLICY AND PROCEDURE MANUAL

SUBJECT: Patient Rights

POLICY

A patient's rights are a vital mechanism for ensuring that patients are treated appropriately. These rights were developed due to a history of abuses of the mentally ill in our society. It is in the clear understanding of these rights by the patient and/or their legal guardian that humane treatment can be assured. No patient shall be deprived of any rights, benefits, or privileges guaranteed by law.

PROCEDURE

1) Upon admission to the program, the patient or the patient's family or legal guardian (as appropriate) shall be fully informed of the rights of the patient.

2) The Statement of Rights shall be read to the patient and a copy given to him/her in a language the patient can understand.

3) The patient signs the Statement of Rights after it has been read and explained. The staff member also signs the form and witnesses the patient's signature.

4) The patient's family may also request a copy of the signed Statement of Rights.

5) The signed Statement of Rights is placed in the patient's medical record.

6) The Statement of Rights is posted on the unit.

7) All patients shall have rights which include, but are not limited to, the following:

   A) To wear his own clothes.

   B) To have access to individual storage space for his private use.

   C) To see visitors during visiting hours.

   D) To have reasonable access to telephones, both to make and receive confidential calls.

   E) To have ready access to letter writing materials, stamps, and to mail and receive unopened correspondence.

F) To refuse convulsive treatment.

G) To be informed of the provisions of law regarding complaints and of procedures for registering complaints confidentially, including but not limited to, the address and telephone number of the complaint receiving unit of the department.

H) All other rights as provided by law or regulations.

RESOLUTIONS
Inpatient Behavioral Healthcare

POLICY AND PROCEDURE MANUAL

SUBJECT: Denial of Patient Rights

POLICY

As guaranteed by the State of Missouri, all patients shall be informed of their rights as human beings and patients. There are only certain specified conditions under which a patient may be denied these rights.

PROCEDURE

1) The physician who has overall responsibility for the patient may deny a person any of the rights specified by state laws, but only under the conditions allowable in the state of Missouri.

   A) Danger to self

   B) Danger to others

   C) Gravely disabled and unable to care for self

2) The denial of patient rights will be entered in the patient's medical record, along with the reasons for the denial.

MEDICAL RECORDS

RESOLUTIONS
Inpatient Behavioral Healthcare

POLICY AND PROCEDURE MANUAL

SUBJECT: Basic Record Contents

POLICY: The following forms represent the basic information contained in the patient's file.

1) ADMISSION SUMMARY SHEET: This should be on the chart with all identification data and appropriate consents within 1 working day of admission. The patients' legal status must be included in the identification data.

2) HISTORY & PHYSICAL The H&P should be documented and on the chart within 24 hours of admission, signed by the physician.

3) PRESCREENING ASSESSMENT Should be present and on the chart at admission, signed by person completing the report.

4) PSYCHIATRIC EVALUATION Should be completed and signed by physician within 60 hours (2.5 days) of admission. This evaluation should include a medical history, mental status, onset of illness, description of attitudes and behavior, levels of intellectual, memory and orientation functioning and an inventory of the patient's assets in descriptive language.

5) PHYSICIAN PROGRESS NOTES Physician progress notes should be documented weekly.

6) PSYCHOSOCIAL REVIEW Should be completed and filed on the chart within 5 days of admission, signed by person completing the report.

7) MASTER TREATMENT PLAN Completed by nurses and therapist. Should be complete and on the chart within 7 days. This should be signed by the patient and the physician.

8) INDIVIDUALIZED TREATMENT PLAN Completed and signed by responsible parties within 7 days of admission.

9) TREATMENT PLAN REVIEWS Each discipline will be responsible for documenting weekly progress notes for their services. All notes must have date, time, discipline and problem number and signature of person making the note.

10) DISCHARGE PLAN Should be initiated within 24 hours of admission. It should be updated as necessary and signed by social worker.

RESOLUTIONS
Inpatient Behavioral Healthcare

POLICY AND PROCEDURE MANUAL

SUBJECT: Patient Charting

POLICY

Each patient shall have a separate hospital record to provide an accurate record of progress, to use as a reference for continuity of care, and to use as a guide to further evaluate patient care. The charting shall:

1) Describe the patient's health status at the time of admission and discharge.

2) Reflect chronological picture of the patient's clinical course.

3) Reflect all treatment rendered to the patient.

4) Reflect the implementation of the treatment plan

5) Describe any changes in the patient's condition.

6) Describe responses to-and outcome of-treatment --- either psychiatric or medical.

7) Describe the discharge process and continuing care planning, and need for additional treatment.

PROCEDURE

1) Record all notations legibly, accurately, and concisely in black ink. Only approved abbreviations may be utilized (see Nursing Policy & Procedures).

2) Record exact time of the charted occurrence for each notation. Incidents requiring specific follow up are to be charted to include specific times of each follow up action and patient's response. All unusual events will be charted.

3) Identify all notations with signature and title of recorder.

4) Content of charting should either be direct quotes of the patient or specific facts that have been observed.

5) As Continuing Care Planning is implemented (i.e. related conferences with patient, family, and continuing care resources or placement, and pre-discharge visits), the therapist shall document the occurrence and significant responses of the patient's family, etc.

6) Due to HIPAA considerations last names of other patients or staff members are not to be recorded (only initials or fist name and last initial).

7) A line should be drawn between the last word of note and signature to fill an empty space on that line. Never leave blank spaces or lines.

8) Correct errors by drawing one single line through erroneous statement and note "error" and initials above line. DO NOT ERASE! DO NOT USE CORRECTION FLUID!

9) Stamp all chart pages with the Addressograph plate in appropriate space.

10) Charting Time Lines:

   A) The nursing staff shall chart a minimum of once per shift.

   B) The Clinical Therapist will chart after each therapeutic intervention.

   C) The other ancillary therapists shall chart either for each rendered service or on a daily rate.

11) All identified problems on the Master Treatment Plan shall be addressed by number on the Multidisciplinary Progress Notes with charting to reflect intervention, interaction, impact, and evaluation of progress observed. Effectiveness of plans of care are demonstrated with continuing implementation of changes or revisions which are documented.

RESOLUTIONS
Inpatient Behavioral Healthcare

POLICY AND PROCEDURE MANUAL

SUBJECT: Multidisciplinary Progress Notes

POLICY

Progress notes are those entries in the patient record, which chronicle the patient's passage through treatment. The cardinal rule of charting applies especially to progress notes: "If it wasn't charted, it didn't happen". Appropriate use of this maxim obviously requires nurses and clinicians to exercise their own judgment in selecting those aspects of patient care and activity deemed significant to the course of treatment. The progress notes should document the implementation of the treatment plan, all treatment rendered to the patient, the patient's clinical course, changes in patient's conditions, and response of patient to treatment. When appropriate, the response of significant others to patient events should also be recorded. While a certain amount of judgment is inevitable, the following procedure is established to help ensure to consistency and completeness of progress notes.

PROCEDURE

1) All members of the multidisciplinary staff will document patient progress in the Multidisciplinary Progress Notes.

2) Every progress note should reference problems(s) identified on the treatment plan. An easy way to document this is by beginning each progress note with a number drawn from the master treatment plan. Any entry, which does not refer to a specific, previously identified problem, should begin with the heading "Special Entry".

3) Nursing should enter at least one progress note per shift on each patient summarizing that patient's behaviors and functioning for that shift – including any significant events.

4) All significant telephone calls made or received by staff regarding the patient should be documented.

5) For any services provided under contract (i.e. dental, vocational, rehabilitation, speech and hearing, etc.) The provision and outcome of these services should be documented.

6) All entries must be dated and signed.

7) Progress notes should serve as the basis for treatment plan reviews.

8) Progress notes should reflect the patient's need for continued hospitalization.

FORMS

RESOLUTIONS
Inpatient Behavioral Healthcare

POLICY AND PROCEDURE MANUAL

SUBJECT: The following represents medical record forms that will be used with Resolutions.

Chart Order

Admission Section
Chart Audit
Pre-Admission Screening
Face Sheet
Consent to Treat
Rights & Responsibilities
Receipt of R & R
No Harm Contract
Telephone & visitation consent form
Request for Voluntary Admission
Community Rules
Release of Information
Patient Belonging List
Physician's Section
MD Order
MD Progress Notes
(History & Physical)
(Psychiatric Evaluation)
You may want a Consult Sheet in this section
Therapist Section – Psychosocial Assessment, Etc.
Depression Scale
Mini-Mental Status Examination
Suicidal Potential Rating
Psycho-Social Assessment Form
Leisure Assessment
Nursing Assessment Section
Nursing Assessment Form
Dietary/PT Form
Medication Section
Medication Administration Form (MAR)
Consent for Psychotropic Medications
Graphic Data Section
Graphic Flow Sheet with ADL's

(Diabetic Flow Sheet)
Q 15 Minute Documentation (or other frequency)
Treatment Plan Section
Initial Plan of Care with Nursing Diagnoses, Problem List, Interventions & Goals
Master Treatment Plan with Strengths, Weaknesses, LTG's, STG's, Axis I-V, GAF & Problem List and Signatures (MD & Patient)
Review & MD Recertification Page (Disciplinary Progress, Patient's Signature)
Nursing Section
Nurses Note

Group Note Section
Group/Progress Notes
Multidisciplinary Flow Sheet for writing Narratives
Discharge Planning Section
Discharge Planning Sheet – I never understood why both were necessary
Nursing Discharge
Recreational Therapy Discharge
Social Work Discharge

Miscellaneous Forms for Unit
Restraint Flow Sheet
Fridge Temp Log
Nurses' Report Sheet
Big Vital Sign Sheet – if you want
Visitors' Log
Unusual Event Report
Employee Injury Report
Washer/Dryer Cleaning Check Off Sheet (if needed)
Facility Safety Check List
Fire Drill Reporting Form (if not done facility wide)
In-Service Forms

IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
SOUTHEAST DIVISION

RUTH PIERCE by Shirley Dodd Guardian and Conservator, Plaintiff,	)	
vs.	)	Civil Action No: 1:11CV00132CEJ
PEMISCOT MEMORIAL HEALTH SYSTEMS, et al. Defendants.	)	

Exhibit G
Bonnie Moore Answers to Plaintiff's Interrogatories

Exhibit G- Bonnie Moore Answers to Plaintiff's Interrogatories

IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
SOUTHEASTERN DIVISION

RUTH PIERCE by	)	
Shirley Dodd	)	
Guardian and Conservator,	)	
Plaintiff,	)	
vs.	)	**Civil Action No: 1:11CV00132CEJ**
	)	
PEMISCOT MEMORIAL	)	
HEALTH SYSTEMS, et al.	)	
Defendants.	)	

DEFENDANT BONNIE MOORE'S ANSWERS AND OBJECTIONS TO PLAINTIFF'S FIRST SET OF INTERROGATORIES DIRECTED TO DEFENDANT BONNIE MOORE

COMES NOW Defendant, Bonnie Moore, by and through her attorneys, Gibbs Pool and Turner, P.C., and for her Answers and Objections to Plaintiff's First Set of Interrogatories Directed to Defendant Bonnie Moore, states as follows:

1. Please provide your full name, social security number, place and date of birth, any other names used, current address and telephone numbers.

Answer:

Name: **Bonnie Jean Moore f/k/a Bonnie Jean Harris**
Current Address: [redacted]
SSN: [redacted]
Date of Birth: [redacted]
Place of Birth: [redacted]

2. State the name, title, and address of all persons who have provided information or assisted in providing information in the Response to these interrogatories, and identify the individual and the information provided by each.

Answer:

Name:	**Bonnie Moore**
Title:	**Program Director**
Address:	[redacted]
Information Provided:	**All information contained herein**

3. Describe in detail the security or surveillance system used at Resolutions Behavioral Healthcare (hereinafter referred to as "Resolutions") and the retention policy for such recordings or tapes, and whether you have any photographs, audio or video recordings of Ruth Pierce.

Answer: Objection. This Interrogatory is improper in that it calls for a narrative response and is not limited in time.

Subject to and without waiving said objections, there is a security camera located at the end of the hall near the nurses' station. Defendant is not aware of any policy regarding retention of recordings or tapes. Defendant is not aware of any photographs, audio or video recordings of Ruth Pierce captured by said security camera.

4. Was an inventory or list made of the personal belongings of Ruth Pierce at the time she was admitted to Resolutions in May 2009?

Answer: Yes.

5. State the names, address, telephone numbers and relationship to Plaintiff of each and every person who visited her or had contact with her by telephone during the time she was at Resolutions.

Answer: Objection. This Interrogatory is improper in that it seeks information outside of Defendant Moore's possession or control.

Subject to and without waiving said objections, Defendant recalls the following individuals visiting and/or contacting Plaintiff by telephone during her stay at Resolutions:

Name: **Denver Dodd (deceased)**
Relationship: **Nephew**
Address: **None**
Telephone: **None**

Name: **Edie Eftink**
Relationship: **Evaluator with Bock & Associates**
Address: **Unknown**
Telephone: [redacted]

Name: **Debra Pierce**
Relationship: **Unknown**
Address: **Unknown**
Telephone: **Unknown**

Name: **Shirley Proctor**
Relationship: **Niece**
Address: [redacted]
Telephone: [redacted]

Name: **Jim Bruce**
Relationship: **Attorney/Cousin**
Address: [redacted]
Telephone: [redacted]

Defendant defers to the medical records maintained by Pemiscot Memorial Health Systems pertaining to the care and treatment of Ruth Pierce for the names of any other individuals who visited or had contact with Ruth Pierce by telephone during the time she was at Resolutions. In further response, Resolutions patients are free to call anyone they wish, and staff does not monitor who patients are calling.

6. With respect to any employee of Affinity or Pemiscot Memorial Health Systems (hereinafter referred to as "Hospital") listed in your initial disclosures under Rule 26(a)(1) F.R.Civ.P.:

a. Please state who provided the information for the disclosures;

b. Describe in detail each interview or statement made by the individual(s) listed regarding information that may be used to support your defenses;

c. Why was Dale Robinson not listed in your initial disclosure as likely to have discoverable information?

Answer: Objection. This Interrogatory is improper in that it seeks information constituting protected attorney work product.

Subject to and without waiving said objections:

(a) In participation with counsel, Bonnie Moore and Jonna Green.
(b) See objection set forth above.
(c) Mr. Robinson did not fall within Rule 26(a)(1) in that Defendant was not and is not aware of Mr. Robinson having discoverable information that Defendant may use to support her claims or defenses. Further, Mr. Robinson's name was not contained in the medical records maintained by Pemiscot Memorial Health Systems pertaining to the care and treatment of Ruth Pierce.

7. With respect to involuntary court ordered commitments, please state:

a. Does Resolutions currently accept involuntary commitments? If not, please state the date acceptance of involuntary commitments ended;

b. When was the change in Resolutions admissions policy made and by whom?

Answer:

(a) No. August 12, 2009.
(b) August 12, 2009 by Benton Bloom.

8. After Plaintiff's admission to Resolutions under the 96 hour court ordered commitment, was Plaintiff seen by a "mental health coordinator" as defined by Chapter 632.R.S.Mo.? If not, identify the individual(s) designated by you at Resolutions to inform Ruth Pierce of her rights under §632.325 R.S.Mo.?

Answer: Objection. This Interrogatory is improper in that it seeks a legal conclusion as to what constitutes a "mental health coordinator" as defined by Chapter 632, RSMo.

Subject to and without waiving said objections, at all times Plaintiff was seen by proper licensed healthcare providers.

9. Who was Responsible for admitting Plaintiff to Resolutions under the 96 hour commitment?

Answer: Objection. This Interrogatory is unclear, vague, ambiguous and calls for speculation as to what constitutes "responsible for."

Subject to and without waiving said objections, the judge who entered the May 15, 2009, Order for 96 Hour Detention, Evaluation and Treatment finding that there was probable cause to believe that Plaintiff had a mental disorder and presented a likelihood of serious harm to herself or others.

10. Please identify the person or persons responsible for monitoring compliance with involuntary court ordered commitment at Resolutions? Who was responsible for Plaintiff's release at the end of the 96 hour commitment?

Answer: Objection. This Interrogatory is unclear, vague, ambiguous and calls for speculation as to what constitutes "responsible for."

Subject to and without waiving said objections, Dr. Pang is responsible for discharging any patient under his care.

11. How many individuals were admitted to Resolutions on involuntary commitments from the time Affinity entered into its first contract with Hospital, specifying the number of such admissions on a monthly basis?

Answer: Unknown. No such records are kept.

12. Why was Plaintiff not released upon the expiration of her 96 hour commitment?

Answer: Objection. This Interrogatory is improper in that it calls for a narrative response, and is argumentative in that it assumes that Plaintiff was involuntarily detained upon the expiration of her 96 hour commitment.

Subject to and without waiving said objections, reasons including, but not limited to, that: the Department of Health requested that Plaintiff stay at Resolutions until a guardian was appointed because no other safe discharge plan could be identified; Plaintiff was mentally ill; Plaintiff was a threat to herself and/or others; no safe discharge plan had been identified by the expiration of the 96 hour commitment; Plaintiff did not choose to leave at the expiration of her 96 hour commitment.

13. Were you aware on May 21, 2009 that to detain Plaintiff beyond the end of the 96 hour commitment, you would have had to obtain another court order for a further period of commitment?

Answer: Objection. This Interrogatory is improper in that it is argumentative, assumes that Plaintiff was involuntarily detained the expiration of her 96 hour commitment, calls for a legal conclusion and assumes that Defendant Moore would have had to obtain a court order for a further period of commitment in order to detain Plaintiff beyond the expiration of the 96 hour commitment.

14. Were you generally familiar with your duties under Chapter 632 relating to involuntary commitments at the time Ruth Pierce was first admitted to Resolutions?

Answer: Objection. This Interrogatory is improper in that it is unclear, vague, ambiguous and calls for speculation as to what is meant by the phrase "generally familiar." This Interrogatory is also improper in that that it calls for a legal conclusion and assumes Defendant Moore had duties under Chapter 632 relating to involuntary commitment at the time Ruth Pierce was first admitted to Resolutions.

15. Did you participate in discussions with staff at Resolutions about the fact that the 96 hour commitment for Ruth Pierce had expired but that no voluntary admission form had been obtained until July 2009? If so, what was the substance of the discussions?

Answer: Objection. This Interrogatory is improper in that it seeks information protected by peer review.

Subject to and without waiving said objections, yes. I recall a staff member stating that it had come to their attention that Plaintiff had not signed the voluntary admission form. It was decided to see if Plaintiff was willing to sign voluntary admission form at that point.

16. Did anyone during any meetings in July 2009 suggest having Plaintiff sign a voluntary commitment? If so, please identify the person making the suggestion.

Answer: Objection. This Interrogatory is improper in that it seeks information outside of Defendant Moore's possession or control in that Defendant Moore can only speak with regard to meetings attended by Defendant Moore.

Subject to and without waiving said objections, Defendant does not have any independent recollection of anyone suggesting having Plaintiff sign a voluntary commitment during any meeting in July 2009, and therefore Defendant defers to the information contained in the medical records maintained by Pemiscot Memorial Health Systems pertaining to the care and treatment of Ruth Pierce to the extent any such suggestions are documented therein.

17. What part did Stacy Jeffers and Zanita Porter (Johnson) have in obtaining the voluntary admissions form or regarding the matter referred to in the nurse's notes?

Answer: Objection. This Interrogatory is improper in that it calls for a narrative response.

Subject to and without waiving said objections, it is unclear to this Defendant what "matter referred to in the nurse's notes" this Interrogatory is referring to, and therefore this Defendant is only able to respond to the portion of this Interrogatory inquiring about the voluntary admissions form. The Voluntary Admission Form signed by Ruth Pierce contains what appears to be the signature of Stacy Jeffers. On July 15, 2009, Zaneta Porter appears to have made the following entry on the Nurses' Notes, which Ms. Porter also appears to have subsequently crossed out: "Voluntary admission paperwork obtained per S. Jeffers LPN."

18. What involvement, if any, did Dale Robinson have in obtaining Plaintiff's signature on the voluntary admission form?

Answer: Objection. This Interrogatory is improper in that it calls for a narrative response.

Subject to and without waiving said objections, this Defendant is not aware of Mr. Robinson having any involvement in obtaining Plaintiff's signature on the voluntary admission form.

19. With respect to the staff employed at Resolutions, please state what each person observed with respect to actions and statements on the part of Ruth Pierce.

Answer: Objection. This Interrogatory is improper in that it calls for a narrative response and seeks information outside of Defendant Moore's possession or control.

Subject to and without waiving said objection, Defendant spent one afternoon sitting and speaking with Plaintiff. Plaintiff spoke generally about her past, including but not limited to her husband, job, and rentals. Plaintiff did not express any desire to leave during this discussion.

On the morning of May 25, 2009, Defendant Moore observed Plaintiff speaking to family members on the telephone twice. Plaintiff became agitated during these calls, accusing relatives of being on drugs and telling nothing but lies. Plaintiff calmed down once she was off the phone with her relatives. Plaintiff was eating well, and was otherwise calm and cooperative. On the afternoon of May 25, 2009, Defendant Moore observed Plaintiff in the dayroom with her peers. The TV was on, but Plaintiff was resting with her eyes closed. On the evening of May 25, 2009, Defendant Moore observed Plaintiff with two visitors – Denver Dodd and Debra Pierce.

On July 22, 2009, upon the arrival of Jim Bruce at Resolutions, Defendant Moore informed Plaintiff that she had a visitor and asked if Plaintiff would like to visit. Plaintiff responded in the affirmative and walked to group room with Defendant Moore. Upon inquiry, Plaintiff stated that she recognized the visitor as her cousin, Jim – an attorney. Upon being asked, Plaintiff stated that she would be interested in visiting with Mr. Bruce. Plaintiff was left with Mr. Bruce to visit. Mr. Bruce later informed Defendant Moore that he wanted to take Plaintiff home and would make arrangements

for her care. Thereafter, Mr. Bruce left. While Mr. Bruce was gone, Plaintiff ate dinner and packed her belongings. Plaintiff stated that she was pleased to be going home with her cousin, Jim. While packing, Plaintiff stated that she had a solid black purse. Staff looked for this several times without success. There was a blue purse in storage, and upon the inspection, it contained Plaintiff's items. Plaintiff placed her wallet and keys placed in her purse. Once Plaintiff was packed she awaited Mr. Bruce's arrival. Upon Mr. Bruce's arrival, Defendant Moore reviewed Plaintiff's medications with Mr. Bruce and Plaintiff. Plaintiff stated that she was not going to take the Aricept because there was nothing wrong with her mind. Defendant Moore informed Plaintiff that Aricept is for memory. Plaintiff repeated that would not take the Aricept. Defendant Moore asked Plaintiff if she knew when to take her other two medications. Plaintiff chuckled and stated that she wouldn't be taking any medications. Defendant Moore encouraged Plaintiff to take her diabetes medication. Plaintiff stated that her blood sugar had been fine since she had been at Resolutions. Defendant Moore asked if Plaintiff thought that could be because she was taking her medications and because her diet was controlled. Plaintiff answered in the negative, and stated that she would be fine and didn't need any medication. Defendant Moore then reviewed diet with Mr. Bruce and Plaintiff. Plaintiff stated that she ate cake and sweets when she wanted to. When Plaintiff was ready to leave, she could not recall having her keys. Defendant Moore reminded Plaintiff that she put them in her purse a short time earlier, and Plaintiff stated "oh yeah," and retrieved her keys. Stacy Jeffers, LPN informed Defendant Moore that Plaintiff stated "I love you" to the staff as she departed.

In further response, Defendant Moore also incorporates her deposition testimony with regard to her observations with respect to actions and statements on the part of Plaintiff.

Other than as set forth above, this Defendant does not have any independent knowledge or recollection as to what any other staff members employed at Resolutions observed with respect to actions and statements on the part of Ruth Pierce, and therefore must defer to the information contained in the medical records maintained by Pemiscot Memorial Health Systems pertaining to the care and treatment of Ruth Pierce.

20. Please identify each individual who made entries in the nurse's notes section of Plaintiff's patient record during her stay at Resolutions and the Hospital.

Answer:

Stacy Jeffers, LPN	**Loraine Charles, LPN**
Zaneta Porter, LPN	**Lenora Tripp, RN**
Tonia Vanderwaal	**Pamla Guest, RN**
Clara Lane, LPN	**Randy DeProw**
Gail Hosford, RN	**Abby Curtis, RN**
Rita Pruiett, LPN	**Teresa Vansickle, LPN**
Doris Johnson, LPN	**Bonnie Moore, RN**
Brandy Cross, LPN	**Renee Gibson, LPN**
Rhonda Boyd, LPN	**Connie Bowens, LPN**
Rhonda Owens, LPN	**M. Fare or M. Faror (unsure of spelling)**

Defendant defers to the information contained in the medical records maintained by Pemiscot Memorial Health Systems pertaining to the care and treatment of Ruth Pierce for the names of any additional individuals who made entries in the nurse's notes section.

21. With respect to the Voluntary Admission Form signed by Ruth Pierce please provide the following information:

a. Who prepared the form?

b. When was the form prepared?

c. Who directed the preparation of the form?

d. Who presented the form to Ruth Pierce for her signature?

e. Who selected the individual to obtain Plaintiff's signature?

f. Who was responsible for discussing the content of the form with Plaintiff and informing her of her rights at the time she signed it?

g. Who inserted the date "5-21-09" on the form?

h. Identify the individual or individuals who marked out the date 5-21-09 and inserted the date 7-15-09?

i. Identify the individual(s) responsible for marking out the date 5-21-09 and describe the circumstance and reasons for that action.

Answer:

(a) Unknown.
(b) Unknown.
(c) Unknown.
(d) Unknown, although the Voluntary Admission Form contains the signatures of Randy DeProw, RN and Stacy Jeffers, LPN, as witnesses to Plaintiff's signature.
(e) Unknown.
(f) Unknown.
(g) Unknown.
(h) Unknown, although the signatures of Randy DeProw, RN, and Stacy Jeffers, LPN, appear next to the date 7-15-09 on the Voluntary Admission Form.
(i) Unknown.

22. With respect to Plaintiff's stay at Resolutions, please provide the following information:

a. When did you first become aware that Plaintiff was being detained at Resolutions beyond her 96 hour commitment?

b. Did you discuss her detention or the voluntary admission form with anyone at Resolutions or the Hospital? If so, please identify each individual and the substance of the communication.

c. Did you investigate, or direct any investigation into the circumstance surrounding Plaintiff's detention or the voluntary admission form? If so, describe in detail the investigation, individuals contacted, and the substance of any further communications or reports whether written or oral provided to or by you.

Answer: **Objection. This Interrogatory is improper in that it is argumentative and assumes that Plaintiff was being involuntarily detained following the end of her 96 hour commitment. This Interrogatory is also improper in that it seeks information protected by attorney-client privilege, insurer-insured privilege, and peer review.**

(a) Unknown.

(b) I recall a staff member stating that it had come to their attention that Plaintiff had not signed the voluntary admission form. It was decided to see if Plaintiff was willing to sign voluntary admission form at that point.

(c) No, because the Court ordered that Plaintiff be placed in the custody of Resolutions, and because Plaintiff required medical treatment.

Respectfully submitted,

GIBBS POOL AND TURNER, P.C.

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RHill@gptlaw.net

Attorneys for Defendant Bonnie Moore

CERTIFICATE OF SERVICE

I hereby certify that on the 17th day of September, 2013, I served a copy of the foregoing Defendant Bonnie Moore's Answers and Objections to Plaintiff's First Set of Interrogatories Directed to Defendant Bonnie Moore via email and by mailing a true copy thereof to:

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Attorney for Defendants Affinity Healthcare and Benton Bloom

VERIFICATION

STATE OF _____)
) ss.
COUNTY OF _____)

I, Bonnie Moore, hereby state under oath that I have read the allegations of the foregoing Interrogatories and the same are true to the best of my information and belief.

By: _____
Bonnie Moore

Subscribed and sworn to before me this the ____ day of _____, 2013.

_____
Notary Public

My Commission Expires: _____

IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
SOUTHEAST DIVISION

RUTH PIERCE by Shirley Dodd Guardian and Conservator, Plaintiff,	)	
vs.	)	Civil Action No: 1:11CV00132CEJ
PEMISCOT MEMORIAL HEALTH SYSTEMS, et al. Defendants.	)	

Exhibit H
Deposition of Teresa Van Sickle
September 27, 2013

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
SOUTHEAST DIVISION

RUTH PIERCE,
Plaintiff,
vs
PEMISCOT MEMORIAL HEALTH SYSTEMS, et al.,
Defendants.
Case No. 1:11CV00132CEJ

DEPOSITION OF TERESA VAN SICKLE

The deposition of TERESA VAN SICKLE, a witness in the above-entitled cause, taken before Carrie C. Kordahl, Shorthand Reporter and Notary Public in and for New Madrid County, Missouri, at 711 Ward Avenue, Caruthersville, Missouri, on the 27th of September, 2013, commencing at 5:30 p.m.

APPEARANCES

JIM R. BRUCE, Attorney at Law, P.O. Box 37, Kennett, MO 63857, appearing on behalf of the Plaintiff.

JOHN C. STEFFENS, Attorney at Law, P.O. Box 1150, Cape Girardeau, MO 63702, appearing on behalf of Defendant Bloom.

SCOTT R. POOL, Attorney at Law, 3225 Emerald Lane, Suite A, Jefferson City, MO 65109, appearing on behalf of Defendant Moore.

CHUCK GSCHWEND, Attorney at Law, P.O. Box 3077, Jonesboro, AR 72403, appearing on behalf of Defendant Pang.

W. EDWARD REEVES, Attorney at Law, P.O. Box 169, Caruthersville, MO 63830, appearing on behalf of Defendant Pemiscot Memorial Health Systems.

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EXHIBITS

STIPULATION

It is stipulated and agreed by and between the parties hereto by the respective counsel that the deposition of TERESA VAN SICKLE, may be taken at 711 Ward Avenue, Caruthersville, Missouri, on the 27th day of September, 2013, commencing at 5:30 p.m., before Carrie C. Kordahl, shorthand reporter; that the deposition is taken pursuant to notice; that the reading of said transcript is hereby waived by the parties; that said deposition is taken pursuant to the Missouri Rules of Civil Procedure and may be used in accordance therewith; that all objections or exceptions may be reserved until the time of trial except objections and exceptions relating to the form of the question and the responsiveness of the answer.

TERESA VAN SICKLE,
having first been duly sworn by the court reporter, was examined and testified as follows:

DIRECT EXAMINATION

BY MR. BRUCE:

Q. Ms. Van Sickle, will you state your name, please.

A. Teresa Marie Van Sickle.

Q. And Ms. Van Sickle, where do you live?

A. I live a[redacted]r

[redacted]

Q. And do you have a phone?

A. Yes, I do.

Q. What is that phone?

[redacted].

Q. Do you hold any degrees or licenses?

A. I'm an LPN.

Q. Where did you get your LPN training?

A. I went to school in Poplar Bluff.

Q. Where did you go to school in Poplar Bluff?

A. At Three Rivers there in Poplar Bluff.

Q. When did you get -- when were you licensed?

A. In say 2007, 2006.

Q. 2006 or 2007?

A. Yeah. I can't remember to tell you the truth

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about it.
Q. After you were licensed, where were you first employed?
A. At Senath Nursing Home.
Q. And how long were you there?
A. About a year.
Q. And after that where were you employed?
A. I went to work at Resolutions.
Q. Now, while you were at Resolutions, were you full time, part-time?
A. I was full time.
Q. And what section did you work in?
A. I worked in the psychiatric unit there.
Q. Was Resolutions the only area that you worked in the hospital?
A. Yes, it was.
Q. You weren't transferred or shuffled back and forth to the regular hospital?
A. No, I was not.
Q. Were most of the nurses regular nurses and staff at Resolutions?
A. Yes. Some of them would every once in a while be pulled to the other floor. I was pulled one time my entire time there down to the nursing home for just a few hours.

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Q. Is that fairly true for the rest of the nursing staff there?
A. Uh-huh.
Q. Zaneta Dillard?
A. I really can't say because I worked the night shift, and like I said, I was pulled just a few hours one time.
Q. Was it your impression that most people worked there on a regular basis?
A. Yes.
Q. Now, you say you worked evenings?
A. Yes.
Q. And what hours did you work?
A. I worked the 7 P to 7 A shift.
Q. Now, when you came on your shift, was there any kind of reporting or any kind of update that was provided you by the people that were going off duty?
A. Yes, we got like a nurse report from the off going shift nurses. We'd all meet in like the little conference room, and they'd give us a report of what went on that day of all the patients that was on.
Q. So where did you meet?
A. It was like the group room, little conference room there.
Q. You mean all the nurses from the previous --

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A. Shift.
Q. -- shift would come in and meet with the nurses that were coming on, all of them together?
A. Not necessarily all of them. There was maybe one would stay on the floor.
Q. And the rest of them would --
A. Come in and give report of what was going on for the day.
Q. Now, one of the other witnesses today has testified that there was some kind of written report.
A. Yes, there was, and it would list all the patients that was on the floor, and it would have like their name, their admit day, it would have their diet, it would have the doctor's name.
I'm trying to think what all was listed on there. It would have any kind of special instructions or anything we might need to do, like if they had testing needed done or have labs that maybe we need to get done or any kind of special things we need to do would be on there too.
Or maybe if they were supposed to go home in the morning, that might would be on there. If we need to get things ready for them to go in the morning, that would be on there. Anything they need to let us know, they would have put on the report sheet for that day.

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Q. Now, there was some testimony previously that at one time they kept these hard copies in a file and then at a later time somebody started shredding those records. Do you know anything about the shredding?
A. I do not know.
Q. But you've actually seen the hard copies of the forms?
A. I don't know where they kept them at because those had everybody's -- every patient's name on them, so I don't know where those would have been kept, because we would always make a new one. I work the night shift, and so every night we printed those. We would make them up. We would print up a clean one to give to the next shift coming on.
So if they need to make a note, like say that night if we went off in the morning, we would say like if somebody had a bad night that night, somebody didn't sleep well, they didn't feel well.
In the morning we would give them a clean one so they could make little notes of what happened on shift, so we would give them a clean one to start the day over with, and so I don't know really where they kept the old sheets. I don't know of any hard copy that they filed away.
Q. Were there any other kind of -- now, on these

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report forms, you said that it was a preprinted -- I guess a computerized grid, and you would have patient's name and have all this information, and it would have an admit date?
A. Yes.
Q. Now let me ask you, if Ms. Dillard testified that there may have been 50 involuntary commitments from the time they opened up through the time they quit in August of 2009, did they -- for involuntary commitments, did they note they were involuntary commitments on that form, do you recall?
A. It wasn't like a -- it wasn't like a typed in spot for that. You might would like write it in, like 96 hour hold. It might be something you would write on if you wanted to note that to make sure they knew that.
Like if we would get one in that night on a night shift, you wanted to note that somebody came in on a 96 hour that night. That would be something you wanted to note and tell them that night for the next day, so that would be something I would write on it.
But as far as it being a typed on something, no. The typed in things were like their name, the admit date, the doctor, the diet. It was something that was going to be standard. Those typed in things was something that was every day that was on there.

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Q. Let me ask you, during the time you were there, were you aware that Ruth Pierce was a -- had been involuntary committed by the Court?
A. I was aware of that.
Q. When did you become aware that she had been committed by the Court?
A. I can't say when I really became aware. I knew she was. I don't know. I can't honestly say when I became aware of that, but I knew.
Q. Let me tell you this, she came in on May 16, 2009, and was discharged on July 22nd, 2009. Do you think that it was closer to the beginning of her commitment or toward the tail end that you became aware that she had been involuntarily committed?
A. Probably closer to the front end of it because she was upset. I knew from probably close to the front she didn't want to be there. She was not very happy about being there.
Q. Did she ever ask about going home?
A. Only one time do I remember her talking to me about that.
Q. Okay. When was that, do you have any idea?
A. Don't really recall the exact date, but I just remember going in and her being very upset one night when I showed up and she was very upset, sitting

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up very upset, and me and her had a little talk because she was wanting to go home.
Q. I'm going to show you a -- we may be looking at the same thing. At any other time did she ever tell you that she didn't need to be there?
A. Yes, she definitely said she had never asked -- never thought she belonged there and never had asked for treatment. She never felt like she needed to be there.
Q. Did she express any concern about going home and checking on things and making sure things were okay?
A. Can't remember her actually saying those words like that, but she definitely said she didn't feel like she needed to be there. She definitely wanted to go home.
Q. I'm going to show you a document which is Plaintiff's Exhibit 3. I'm going to ask you if you would to look down at the bottom of it, and there is some handwriting down there. Is that your handwriting?
A. Yeah.
Q. And I think it also has your signature down there?
A. Yes.
Q. If you would, would you look at that for a

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moment.
MR. GSCHWEND: Are you talking about the whole page or the specific entry?
MR. BRUCE: The specific entry.
MR. GSCHWEND: Which one?
THE WITNESS: Mine.
MR. GSCHWEND: Yeah, which one is your writing?
THE WITNESS: This is my writing.
MR. BRUCE: You can look at --
MR. GSCHWEND: I object. We don't know which entry she is pointing to.
A. Okay.
Q. Now let me ask you, was that a night that you came on --
A. Yes.
Q. -- at seven o'clock? When you came on, Zaneta Dillard, it looks like she worked the morning shift or the day shift?
A. She --
Q. Did you have any conversations with -- did Zaneta make any reports about what had transpired during her shift?
A. I'm not -- I don't remember specifically the report from that day. I'm not going to --

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Q. You don't recall?
A. I don't recall that truthfully.
Q. Prior to the time that you talked to Ms. Pierce in the dining room that night, and that would have been about 8:30; is that right?
A. Yes.
Q. Had you learned that there had been an attempt to get a voluntary admit form to her?
A. No, not until I talked to her, and then when she -- I didn't even really realize what it was until she had told me that she had signed some form, and then when she told me that, I looked and I had -- she said she had been -- had signed a form.

And when I went back and looked at her charting, I went back in and I explained to her that she had signed a form. I explained what the form was she had signed, that it was a voluntary admit form to stay, and she really didn't realize what she had signed.

I told her that she had signed an admit form to stay in the unit and that she had agreed to stay there and not by force and she was saying that she wanted to be there at that point. Nobody was forcing her to stay there. She was agreeing to be there.
Q. Let me stop you. That's what you explained

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to her the form said?
A. Yes. When you sign that form, you are agreeing to be there. Nobody is forcing you to be there. You are wanting to be there. You are saying you want to be there at that point.
Q. What was her reaction?
A. She was surprised because she didn't realize that's what the form was that she had signed. She said that they brought down a form to her that was supposedly a form that they had forgotten to get signed when she had been admitted the night she come in.

It was a form supposedly that they forgot to get signed the night when she got admitted, and they had told her not to date it, and so she hadn't dated that form. She told me that night very, very upset, and she was still sitting down there telling me she wanted to go home.

So I also explained to her that night that she could go home AMA. I explained to her she could go home against medical advice and that they had to let her go. I explained to her that, you know, I could call the doctor, but I also told her that if she went home against medical advice, that I had to walk her out and they wouldn't help her get a ride or transportation.

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They would just tell me to take her and let her go, and so that night she didn't feel like she could get a ride home. It was dark. It's late. So she decided she would stay with me that night. And I told her, "Well, the next morning you tell them you want to go home AMA, and they will have to let you go."

So obviously I don't know if she told them the next morning she wanted to go home AMA after reports, but I told her I would tell Ms. Pierce wants to go home.
Q. Well, let me stop you for a moment. You said the policy. Now I understand that they have a van at the hospital and Resolutions uses that van to transport patients?
A. Yes, they do.
Q. Why couldn't somebody have gotten that van to take her home?
MR. POOL: Object to form.
Q. Do you know?
A. They probably could if they wanted to be nice, but when you go AMA, they don't do it.
Q. They won't provide any transportation for you?
A. No. If you go against the medical advice of the doctor, they don't do it. Because I have sent

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somebody out AMA before, and I was told to put him out the nursing home door and let him go, and that's what we did.
Q. Okay. So what you told her was based on what you knew of the practice there, which was I can call the doctor and he will discharge you, but if I do, we're going to stick you out on the curb?
A. Yes.
MR. POOL: Object to form.
Q. And did she express to you that she did not want to be there and she wanted to be discharged?
A. Yes.
Q. Now, I notice in the records that at 10:55 when Zaneta made an entry that she was up at the nurses' station asking for a bag to pack her clothes in to go home, and it also notes here that she had said, "The doctor told me I was going home today." Do you recall that? Had you seen that in the record?
A. I'm sure I probably had at that point, but I don't know if she had been told that or not.
Q. Okay. Now, in your entry here, you said she said that she had been lied to about going home. If a doctor or someone told her that she was going home if she signed some papers, they certainly lied to her, didn't they?

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MR. POOL: Object to form.
A. It would look that way because she is still there.
Q. I'm going to show you also Exhibit 3, and this is Zaneta Dillard's entry about someone obtaining a voluntary admission form from Ruth Pierce. When you read that paragraph she wrote, I'm going to ask you some questions.
I notice here that it says after she came up and asked for something to pack her clothes in, it says chart reviewed without order for discharge noted. What does that mean?
A. I figure that somebody called the doctor after she had asked for something to pack her clothes in and tried to get an order to do a discharge, and he obviously said no, she wasn't going home.
Q. Well, in fact --
A. That's just what I would take that as because that's what I would do. I would say, look, she's up here and she wants to go home, and they probably called Dr. Pang. That's what I would do if the patient come up to me.
Q. So that reflects a decision on his part not to let her go?
MR. GSCHWEND: Object to form. That's what

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she would do, not --
Q. Is that what you would understand, and that's from working here and writing the notes?
A. Yes.
Q. But she wasn't allowed to go home?
A. No.
MR. POOL: Object to form.
Q. Okay. Now let me ask you this, when you went off duty the next morning, is this the kind of thing that you would have reported to the new staff coming in?
A. Yeah, that she wanted to go home.
Q. Okay. And do you have recollection if that's what you did?
A. Yes, that would have been one of the big things because she was very upset that night.
Q. Okay. Do you know who the nurse on duty was the next morning?
A. No, I can't really recall that truthfully.
Q. Let me ask you this -- no, that's too much speculation. If a nurse on duty is aware of what you wrote in the note here and what you just testified to, that she wanted to go home, what would be the normal process? Once you have that information, what would you do?

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MR. POOL: Object to form.
A. You would call the doctor.
Q. I think everybody agrees to that.
A. Yes, call the doctor and tell him that this patient is wanting to go home, and if it's a day that he is supposed to be there to see them anyway, maybe they wouldn't call the doctor because he is going to be there and he would see them and decide that.
But if it's not his day to be there and see the patients, you would call the doctor and say, "Look, Ms. Pierce is wanting to go home. Can we discharge her?"
Q. I'm going to show you another document which is dated the 17th. This is two days later. This is an entry for July 17, 2009. I would like for you to look at the first sentence up at the top. Does that reflect any desire on the part of Ruth Pierce to go home?
MR. POOL: Object to form.
Q. I tell you what, would you read the first sentence?
A. Sitting in dining room at table. Introduced self to patient. Explained plan of care to shift. Patient denies needs. States, I get to go home tomorrow when that doctor comes.
Q. Now, does it say I get to go home or I need

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to go home?
A. Get. That's a G.
Q. Oh, I've got to go home tomorrow?
A. That's a G. G-e-t.
Q. Okay. I've got to get home tomorrow?
MR. POOL: No.
MR. GSCHWEND: Object.
MR. POOL: You asked her to read it and she read it and she said get twice.
A. Yeah, it's a G in there. I think it's a g-e-t.
Q. Okay. Does that look like I have or --
MR. POOL: Is this your handwriting?
THE WITNESS: No.
MR. POOL: Object to form.
A. I think that's a get actually, g-e-t.
Q. So I get to go home tomorrow?
A. When the doctor comes.
Q. And can you tell what nurse entered that notation?
A. Zaneta Dillard RN.
Q. Ms. Dillard. I'm going to show you an entry for -- it looks like the first entry is 2 a.m. on 7/16, and I think does that indicate that you were working at 2 a.m. on the 16th?

A. Uh-huh.
Q. So you would have come on probably at --
A. Seven.
Q. -- seven o'clock what day?
A. On the 15th. I may have been on a different floor, so I was probably on another floor on either the adolescent or the adult because I would have had another note before 2 a.m. in the morning.
Q. All right. So you think this was for a different -- possibly a different floor?
A. No.
MR. GSCHWEND: Object. That's not what she said.
A. I was probably working another floor because there would have been another note before 2 a.m. in the morning, so I was probably working on either the adolescent or the adult before I was put over on that floor.
Q. All right. Let me -- how long did you work at Resolutions?
A. Oh, probably I've been at this one for four years, so right at four years.
Q. So when did you leave Resolutions? Let me ask you this --
A. 2009 I think. Right around 2009.

Q. Okay. You are not working for Resolutions now at the present time?
A. No.
Q. Where do you work now?
A. At River Valley In-home.
Q. Now, it appears that you have continued to work. Did you work certain shifts or certain times? Did you do weekends or anything like that?
A. I did weekend option for a while. When I first started there, I worked Monday through Thursday.
Q. How long was that? Were you doing that in 2009, working through the week?
A. I can't really recall. I went through the weekend option at the last when I took on a second job and I went to work for River Valley, and then I worked the day shift there Monday through Thursday, and I did weekend option at Resolutions and I worked Friday, Saturday, and Sunday there night shift.
Q. So other than on Friday, Saturday, and Sunday, you were probably working full time?
A. Uh-huh.
Q. Before you took the other job?
A. Yes.
Q. Let me ask you, during the time that you were working there, did you have occasion to have any

contact with Ruth Pierce other than this instance that you recall?
A. Before I worked at Resolutions?
Q. I'm sorry. While you were at Resolutions aside from on the 15th here, do you have any recollection of any contact with Ruth Pierce?
A. Outside of Resolutions?
Q. No, no. Aside from this entry that you made the night of July 15 where you saw her sitting in the dining room, do you recall anything about Ruth Pierce any other time?
A. Oh, yeah, I seen her several times up there. You know, she was always a nice little lady. She would talk to you. She was always trying to help you. She was almost -- she was there so long she was almost kind of like staff. You know, she was always trying to help people.
Q. You mean helping other people that were not able to help themselves?
A. Yes.
Q. Did you ever hear her threaten to kill anyone?
A. No, sir.
Q. Did you ever hear her threaten to kill herself?

A. No.
Q. Did you ever hear her saying that she talked to dead people?
A. No.
Q. What about her conversation, was she able to carry on a good conversation?
A. Yes, she was very with it when she talked to me. I don't think she -- I didn't think she belonged there.
Q. Okay. Why was that?
A. She was very with it to me. She could have a very good conversation with you. She didn't seem to have any kind of deficits as far as her memory at that time to me.
Q. Well, let me ask you this, you said she didn't seem to have any deficits with memory. She was placed on Alzheimer's. Does Alzheimer's mean -- if you have got good memory, what's the purpose of Alzheimer's? I mean if you've got good memory, what was the purpose of placing her in the Alzheimer's unit?
MR. POOL: Objection to form.
Q. Do you know? Is there any purpose?
MR. POOL: Objection to form.
Q. Maybe I'm asking something beyond --
A. Yeah, there was a doctor's order.

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Q. Okay. The doctor ordered it. From your experience, does Aricept help anybody that has other mental problems besides memory loss?
MR. POOL: Objection.
Q. Do you know? If don't, that's okay.
A. I wouldn't know. I wouldn't think so.
Q. Were you there at the time that Ruth Pierce left Resolutions? Were you still working there then?
A. I believe I was. I wasn't there the day she left, no.
Q. Was there any conversations with anybody about her after she left or --
A. I didn't have any with anybody.
Q. Do you know why she was not discharged at the end of 96 hours?
A. No, sir.
Q. Let me ask you this, did you feel that she could take care of herself at home?
MR. POOL: Object to form.
A. I feel like she could.
Q. Did you ever have to do any assessments other than doing notes in the record about your observations?
A. No, not -- I didn't. The nurse that admitted her that night would have done her assessment.
Q. Okay. Let me ask you, over the next week

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after July 15, did you ever ask anybody if she was going home if you recall?
A. It was -- I can't recall that, but I definitely know that I told them she wanted to.
Q. More than once?
A. I know at least once.
Q. Would that have been the next morning?
A. Yes.
Q. When you made your report?
A. And I definitely know I told her she could go AMA.
Q. But somebody has to get the doctor to authorize release?
A. No, he don't have to agree to AMA.
Q. I understand, but before they will release her, doesn't he have to sign off?
A. No, he don't have to sign off on an AMA form. She just has to sign that form.
Q. They have to contact him first before they can release her?
A. They would contact him and try to get him to go ahead and discharge her, and if he doesn't agree to that, she can sign an AMA form and they can set her out.
Q. And again, it would be setting her out on the

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sidewalk or something?
MR. POOL: Objection to form.
A. Yes.
MR. BRUCE: I don't have any questions.

CROSS-EXAMINATION
BY MR. GSCHWEND:
Q. Did you ever personally call Dr. Pang?
A. No. That night when I was telling her that she could go AMA, like I said, it was late and dark and she didn't feel like she could get a ride that night, so she chose to stay with me that night.
Q. But you never called Dr. Pang about anything?
A. Oh, yeah.
Q. I mean about this patient?
A. About her, no, I did not.
Q. Did you call Dr. Pang any time about this patient?
A. Ms. Pierce, no.
Q. As you are sitting here today, do you have specific recollection of any specific conversations you personally had with Dr. Pang about Ms. Pierce?
A. I don't recall any on her specifically truthfully, and I really can't say that I never called on her when I think about it because I don't know if I

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did or didn't truthfully. Because I called him a lot on multiple patients. We would beep him and he would call us back numerous times every day and night. We would beep him and he would call us back.
MR. GSCHWEND: That's all my questions.

CROSS-EXAMINATION
BY MR. POOL:
Q. You told Mr. Bruce that you thought she could take care of herself at home?
A. Yes.
Q. Do you know or have any information about her condition after she was discharged from Resolutions and was at home?
A. After she went home, I didn't at that point.
Q. So do you know that after she was discharged she later appeared at the emergency room infested with lice with cuts all over her body?
A. No, sir, I didn't realize that.
Q. Do you know why Dr. Pang or any other health care provider had not discharged her prior to the 15th of July or immediately after the 15th of July? Just asking if you know why.
A. No, sir.
Q. Have you spoken with Mr. Bruce prior to this

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deposition this afternoon?
A. He contacted me to subpoena me.
Q. And did he ask you questions about this case and did you talk about this case?
A. He asked me if I recalled Ms. Pierce.
Q. And did you talk about what you recalled?
A. I told him I remember this little lady being from Steele.
Q. Are you -- you had mentioned that you worked at Resolutions. Did Resolutions sign your check or did Pemiscot Memorial sign your check?
A. The hospital did.
Q. So you worked for the hospital in the Resolutions unit?
A. Yes.
Q. Did you know if Mr. Bruce had contacted the hospital attorney before contacting you?
A. I have no idea. I don't know that.
Q. What else -- how long was your conversation with Mr. Bruce about your remembrances of Ms. Pierce?
A. I don't really know how long it was.
Q. Did you do anything to prevent Ms. Pierce from leaving the facility at any time?
A. No, I did not because --
Q. Did you prevent Ms. Pierce from using the

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phone at any time?
A. No.
Q. Did you force Ms. Pierce to take medication?
A. No.
Q. Did you prevent Ms. Pierce from the ability to contact or have access to an attorney?
A. No.
Q. Are you aware of anybody else who did that?
A. No.
MR. POOL: Thank you. I have nothing further.
MR. REEVES: I have no questions.
MR. STEFFENS: No.

REDIRECT EXAMINATION
BY MR. BRUCE:
Q. I have some more questions. Let me ask you about telephone access at Resolutions. Would you tell me was there a time period when people could use the telephone?
A. Yeah, it was after their supper meals at night.
Q. And what time would that be?
A. Supper fell like five, 5:30, and then they had phone privileges after that.

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Q. For how long?
A. Pretty much until it was done because they had one phone. On the adult side, we had one phone they was allowed to use, and depending on how many clients was up there, and we let them use it -- they each got three minutes, so if there was 20 clients on the adult side, they got three minutes. Because when you have 20 clients trying to use one phone, that's kind of --
Q. What time would they cease being used, the phone?
A. When they all got to use it.
Q. Would it go to midnight?
A. No, because they would be in bed before that.
Q. Was there some time when it was lights out?
A. They would pretty much all be in bed after they got their nine o'clock, ten o'clock meds.
Q. Is it your testimony they could use the phone until ten o'clock at night?
A. I don't think anybody ever really used the phone until ten o'clock at night. I don't know that they couldn't if they wanted to, but I've never seen anybody on the phone at ten o'clock at night.
Q. Where is the phone located?
A. It's at the nurses' station.

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Q. Now, there has been some testimony that there was a phone in I guess a room for the patients to use. Do you have a room where the patients can sit and talk or --
A. I don't know what room that would be because it was -- the one that they used when I was there was at the nurses' station.
Q. In 2009 the telephone was at the nurses' station?
A. Yes, sir, it was.
Q. If you wanted to use the phone, you had to go stand at the nurses' station?
A. Yes, it was at the nurses' station.
Q. Let me ask you, if you wanted to make a long distance call, could you make a long distance call?
A. Yes, you could. They did let them do that, because a lot of our patients were from way off, you know, the patients from -- lived in Blytheville and --
Q. So what do you think the time was, say, from around six o'clock on or --
A. Yeah, sometimes six maybe to eight o'clock, 8:30. Like I said, whenever everybody had a chance to use the phone.
Q. So beginning around six and give everybody a chance to use the phone?

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A. Uh-huh, it was definite it was in the evening after supper.
Q. Okay. Let me ask you something and you may not know anything about this, but there were some planning -- let me see if I can find it here. I'm going to show you a document or maybe I could do this. There is something called a generic substitution permitted. Let me show you a form. Do you recognize that form? Tell me what it is.
A. It's a doctor's order form.
Q. Okay. Now, it says, what, generic substitution permitted, but that's a doctor's order form?
A. Uh-huh.
Q. Can you recognize any of the signatures on that form?
A. Yes.
Q. Who are some of the signatures?
A. First one is Lenore Tripp. She did 24 hour chart orders.
Q. What's that mean?
A. That would be on a night shift where they had went through and made sure that the chart had -- you know, that everything had been done for the day. Whether they had, you know, got all the labs done if

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they had labs done or if they had got all the nursing notes in there. She would just go through the chart and make sure everything is completed.
Q. Let me ask you this, Stacy Jeffers testified that after doing -- after she carried the voluntary admission form that Ruth Pierce ended up signing and then she said she flagged it and put it on the front of the patient file. Okay. Let me ask you, did you have occasion to look at the patient file the night that Ruth Pierce -- you saw her in the dining room?
A. Yes.
Q. Did you see an admission form flagged to the front of the file?
MR. GSCHWEND: Object to form. That's not exactly what she said, but go ahead.
A. I'm not going to say I seen it flagged in there because I don't recall that it was flagged on the form or not, but I work night shift, so I would have been the one that would have done the 24 hour chart audit that night, so if it was there, I would have seen it.
Q. Would you have made any record or made a note something had to be done with it?
A. If it would have needed something done, I would have put a flag on it.

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Q. Okay. So do you recall when you saw it whether it was in the file or on the outside of the file?
A. I don't recall if it was in the file or on the file.
Q. All right. One other thing and I'm trying to find it right now, and that is a form they determined what her needs are, whether they are going to keep her for a while longer. Do you know what that document is called? They will do this maybe on a weekly basis and they determine she needs to stay a while longer. Right there it is, the treatment review?
A. Okay.
Q. And this is called a treatment plan review and physician recertification. Is that something that's done on a weekly basis?
A. Yes.
Q. And it shows the admit dates. And is this planning for discharge or planning her treatment?
A. It does both.
Q. Okay. Down at the bottom it has a place -- it has a statement and then it has a place for signature. Would you read the statement at the bottom of that document?
A. The treatment plan review has been discussed

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with me and I acknowledge its content.
Q. There is a place for --
A. Patient's signature and date.
Q. And the patient hasn't signed that?
A. No.
Q. So it appears it was not reviewed with the patient?
MR. POOL: Object to form.
Q. Would that be your understanding?
A. True.
MR. POOL: Same objection.
Q. By the way, in the policy manual there was a statement, and I'm trying to figure out where I saw that at, but it says if it's not charted, it didn't happen. Do you recall something like that in the policy manual?
MR. POOL: Objection to form.
A. That's what we are taught.
Q. Is that the rule?
MR. POOL: Objection to form.
A. That's the rule.
Q. So according to that policy, if her signature is not on it, then it didn't happen and they didn't discuss it with her?
MR. POOL: Objection to form.

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Q. Is that your understanding?
A. That's the understanding.
MR. BRUCE: I think those are the only questions I have.
MR. GSCHWEND: Nothing further.
MR. POOL: I have nothing.
(The deposition concluded at 6:15 p.m.)

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CERTIFICATE

I, the undersigned, a shorthand reporter of the State of Missouri, do hereby certify that there came before me at the time, date, and place hereinbefore indicated the witness named on the caption sheet hereof, who was by me duly sworn to testify to the truth of said witness's knowledge, touching and concerning the matters in controversy in this cause; that the witness was thereupon examined under oath, the examination taken down by me in shorthand; and that the deposition is a true record of the testimony given and of all objections interposed.

I further certify that I am neither attorney or counsel for nor related to or employed by any of the parties to the action in which this deposition is taken, and further that I am not a relative or employee of any attorney or counsel employed by the parties hereto or financially interested in the action.

Dated at Sikeston, Missouri, this 10th day of October, 2013.

SHORTHAND REPORTER

IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
SOUTHEAST DIVISION

RUTH PIERCE by Shirley Dodd Guardian and Conservator, Plaintiff,	)	
vs.	)	Civil Action No: 1:11CV00132CEJ
PEMISCOT MEMORIAL HEALTH SYSTEMS, et al. Defendants.	)	

Exhibit I
Deposition of Bonnie Moore
June 19, 2013

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
SOUTHEAST DIVISION

RUTH PIERCE,
Plaintiff,
vs
PEMISCOT MEMORIAL HEALTH SYSTEMS, et al.,
Defendants.
Case No. 1:11CV00132CEJ

DEPOSITION OF BONNIE MOORE

The deposition of BONNIE MOORE, a witness in the above-entitled cause, taken before Carrie C. Kordahl, Shorthand Reporter and Notary Public in and for New Madrid County, Missouri, at 711 Ward Avenue, Caruthersville, Missouri, on the 19th of June, 2013, commencing at 1:00 p.m.

APPEARANCES

JIM R. BRUCE, Attorney at Law, P.O. Box 37, Kennett, MO 63857, appearing on behalf of the Plaintiff.

JOHN GRIMM, Attorney at Law, P.O. Box 1150, Cape Girardeau, MO 63702, appearing on behalf of Defendant Bloom.

SCOTT R. POOL, Attorney at Law, 3225 Emerald Lane, Suite A, Jefferson City, MO 65109, appearing on behalf of Defendant Moore.

PAUL McNEILL, Attorney at Law, P.O. Box 3077, Jonesboro, AR 72403, appearing on behalf of Defendant Pang.

W. EDWARD REEVES, Attorney at Law, P.O. Box 169, Caruthersville, MO 63830, appearing on behalf of Defendant Pemiscot Memorial Health Systems.

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EXHIBITS

No.	Description	Page
None		

STIPULATION

It is stipulated and agreed by and between the parties hereto by the respective counsel that the deposition of BONNIE MOORE may be taken at 711 Ward Avenue, Caruthersville, Missouri, on the 19th day of June, 2013, commencing at 1:00 p.m., before Carrie C. Kordahl, shorthand reporter; that the deposition is taken pursuant to notice; that the reading of said transcript is hereby waived by the parties; that said deposition is taken pursuant to the Missouri Rules of Civil Procedure and may be used in accordance therewith; that all objections or exceptions may be reserved until the time of trial except objections and exceptions relating to the form of the question and the responsiveness of the answer.

BONNIE MOORE,
having first been duly sworn by the court reporter, was examined and testified as follows:

DIRECT EXAMINATION

BY MR. BRUCE:

Q. Bonnie, my name is Jim Bruce. I'll be asking you some questions today regarding the plaintiff, Ruth Pierce, and her stay at Resolutions back in 2009. If at any time I ask a question and you don't understand it, please let me know and I'll try to rephrase it or ask it a different way. Is that okay with you?

A. Yes.

MR. POOL: Give him a chance to ask the question before you start your answer. It makes it easier on the reporter. Thanks.

Q. Bonnie, will you state your name please, full name?

A. Bonnie Jean Moore.

Q. Bonnie, have you been known by any other names in your life?

A. My maiden name is Harris.

Q. Any other names?

A. No.

Q. And again, your mailing address?

A. [redacted].

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Q. And let me ask you, where did you begin your college education?
A. I began my college education at Christian Brothers University in Memphis, Tennessee.
Q. Did you obtain a four year degree there?
A. I did.
Q. And what was your degree in?
A. Human development and learning.
Q. Did you obtain any other degrees?
A. I did.
Q. What degree was that?
A. I obtained a diploma in nursing from Methodist Hospital School of Nursing in Memphis, Tennessee.
Q. What year was that?
A. 1990.
Q. And what year did you graduate from Christian Brothers?
A. 1985.
Q. What did you do between 1985 and 1990?
A. I worked for the Federal Express Corporation. I --
Q. What -- sorry.
A. I decided to go to nursing school, took some prerequisites, and began nursing school in 1988.

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Q. What were your duties at Federal Express?
A. I worked in the old hub, and I was a package handler and I handled packages.
Q. You didn't have any administrative responsibilities?
A. No.
Q. Now, with your degree in nursing, you are an RN; is that correct?
A. Yes, sir.
Q. And was that a two year or four year program?
A. That was a two year program, and I also completed another program.
Q. And what was the other program?
A. It was the BSN, bachelor in science of nursing, at University of Mississippi Medical Center in Jackson, Mississippi.
Q. What year was that?
A. 1997.
Q. Between 1990 when you got your RN degree, where did you work?
A. I worked at Methodist University Hospital on the locked psychiatric unit.
Q. And where is Methodist Hospital located?
A. In Memphis, Tennessee.
Q. Is that a lock down psychiatric ward?

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A. Yes, it was at the time.
Q. And when you were there, did you have involvement with people who were involuntarily committed to the facility?
A. I'm really not sure. I worked as a staff nurse, and that would not have been one of my responsibilities.
Q. Now, you have your -- you have a nursing license in what states?
A. I have a nursing license in the state of Mississippi. It is one of the Compact states, and the state of Missouri is among the Compact states.
Q. When you say among the Compact states, are you licensed in one state and the other states will honor that license?
A. Yes, sir.
Q. What state were you originally licensed in?
A. Tennessee.
Q. Are you still licensed in Tennessee?
A. Because they are a member of the Compact, yes.
Q. So you are licensed in three states then?
A. The Compact has more than three states.
Q. So does that mean that you can practice in any state that's a member of the Compact?

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A. My understanding is that you hold your license in your state of residence, and if you are going to practice in a state that holds the Compact, you may practice there.
Q. What do you have to do? Just get another license number or something in the states you practice in?
A. Actually, no. You only hold one license for all the Compact states.
Q. What do you have -- do you have to complete any paperwork to be licensed in Missouri as well as in Tennessee?
A. Now that they are in the Compact, you do not.
Q. When did that become effective about not having to do that?
MR. POOL: If you know.
A. I really don't know.
Q. Okay. We've done a check on your license and notice that you have three different license numbers, one for each state. One issued in 1990, one in 1997, and one in 2007.
A. Uh-huh.
Q. So does that mean that you ought to have a license in each state but you don't have to take the exam? Is that what's involved?

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A. In 1990 my original license was in the state of Tennessee. It's my recollection that in '97 Mississippi was not part of the Compact states or perhaps Tennessee was not and I was required to work -- to be able to be in a nurse in Mississippi to apply for a license and it's called an endorsement process and their board got in touch with the Tennessee board.

In 2007 when I wanted to practice in Missouri, they were not yet members of the Compact, and at that time I had to apply for a Missouri license and was granted one, but I do not have -- as an every year basis, you must just pay your fee and turn your information in to your state of residence.

Q. So there is no reporting requirement for Missouri or Mississippi other than to Tennessee?

A. Well, sir, I'm -- my residence is Mississippi.

Q. So it's a matter of the state of residence rather than the state where you were first licensed?

A. That's correct.

Q. Now let's see. I think you said it was at Methodist Hospital that you were at between 1990 and 1997; is that correct?

A. Yes, sir.

Q. Were you there the full time?

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A. I believe I was at Methodist until 1996.

Q. And where did you go then?

A. I worked for Methodist Home Health.

Q. And what were your duties there?

A. I was a PRN or per request or need. As I was getting my BSN, I scaled down and wasn't doing full time, so I would go and make visits primarily for the psychiatric nurse and occasionally for the other nurses.

Q. Now, when you got your BSN, did you have to specialize in anything for that?

A. No, sir.

Q. So it's just a general BSN in nursing?

A. That's correct.

Q. So up until 2007 tell me what your experience as a psychiatric nurse was.

A. As I said earlier, I worked at Methodist University Hospital and I worked on the locked psychiatric unit. I was a staff nurse, occasionally served as a charge nurse, and I was over the electroconvulsive therapy department.

Q. Now, when you say you were in charge of electroconvulsive -- what?

A. Therapy, ECT.

Q. Is that basically the shock therapy?

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A. Yes, sir.

Q. When you said you were in charge of it, what was your title?

A. I don't recall the exact title, but I was in charge of -- the patients would call and make their appointments.

Q. Now, was yours just for scheduling purposes, or did you direct the staff technicians and so on that were in that department?

A. The psychiatrists directed the staff.

Q. So what were your duties?

A. My duties were to make sure that we had the order that the patients were going to be taken care of in, that the departments -- that was the anesthesiology department that we had to work with, that they were aware of how many cases we had for the day, keeping records together for the clients who received the therapy.

Q. Let me ask you, do you have any other degrees besides the BSN?

A. Just the two.

Q. Have you taken any -- worked toward a doctorate or anything of that nature?

A. I have not.

Q. Let me ask you: How did you come to be

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employed by Benton Bloom or Affinity Health Care? How did you start out with them?

A. Okay. I met Mr. Bloom while working for another hospital and he had this project in Missouri, the Resolutions Behavioral Health Unit, and I told him that I would be interested in working there, and he thought that I would do a good job.

And sometime toward the end of 2007 prior to the opening, that was what we -- that was what was determined, that I would be the program director.

Q. After you received your BSN in 1997, where were you employed until 2007?

A. I was not employed the entire time. I do have four children, and I was able to at some points in their younger lives be able to be home with them. I did work for Baptist Hospital in Desoto County, Mississippi.

Q. And do you know what years that was?

A. I would say in the late '90s. I don't know exactly.

Q. Now, was that before you took off with the children?

A. I had taken off some prior to that, and then that particular program did close, and so I took off a little while longer.

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Q. What kind of program was that?
A. It was a partial hospitalization program and an intensive outpatient program.
Q. Was that for a psychiatric unit?
A. Yes, sir.
Q. Now, after your work there, where did you work next?
A. I worked for a short time for Baptist Home Health in Batesville, Mississippi.
Q. And then?
A. I worked for the North Mississippi Regional Center out of Oxford, Mississippi. My location was Batesville, Mississippi.
Q. And how long did that continue?
A. I believe I worked for them for about two years.
Q. And then after that?
A. I worked for Tri-Lakes Behavioral Health.
Q. And how long did that last?
A. From 2002 to 2007.
Q. Is that where you met Mr. Bloom while working there?
A. Yes.
Q. Was he handling the development program at that hospital as well?

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A. They had a senior -- it was called senior care. It was a geriatric psychiatric program, and he was involved in that program.
Q. Let me ask you, with your background and experience, have you had occasion to write any articles or do you have any professional publications?
A. I don't believe I do.
Q. Let me ask you, in the course of your time, I think you indicated that you worked with geriatric patients, did that include Methodist Hospital when you were working there as a staff nurse?
A. Yes, sir.
Q. And then did you deal with geriatric patients in virtually each of the jobs after that?
A. Yes, sir.
Q. During all the years that you were working with geriatric patients, did you become familiar with a condition called transfer trauma?
A. No, sir.
Q. Never heard of transfer trauma?
A. I have not.
Q. Have you heard of a more generic of relocation stress -- I'm sorry -- relocation stress syndrome?
A. No, sir.

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Q. Have you discussed the term relocation stress syndrome with anybody?
A. No, sir.
Q. Now, do you have a job description with Affinity for the position that you occupy?
A. Yes, sir.
Q. And was there a job description back in 2009?
A. Yes, sir.
Q. Can you tell me generally the best of your recollection what your job description involves?
A. Yes. Okay.
MR. POOL: Presently or then?
Q. Back in 2009. Let me ask you, is it the same now as it was in 2009?
A. Basically, yes.
Q. Okay. If you will, tell me what those duties were.
A. I'm responsible for the day-to-day operations of the unit, for working with human resources, hiring, interviewing and hiring staff, and along with that all the different file maintenance forms and position requisitions that are required by the hospital's human resources department.
I'm responsible for overseeing the quality improvement process. I serve as the liaison between

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the hospital and our department. I'm responsible for keeping up with our referral sources and any needs that they have. Sometimes they like for me to come and do an in-service and I'm the person that would do that. We do in-services for community agencies, and I do those as well.
Q. Anything else come to mind?
A. Not that comes to mind.
Q. When you say that you are responsible for the day-to-day operations, what does that entail?
A. For example, making sure that there are enough staff members on all the units, reassigning them if someone were to call in, making sure that all the things were done that needed to get done with the staff that were present there. Just every day going and making sure that things run smoothly.
Q. So far as I think Mr. Bloom has talked about a multi disciplinary review or committee that meets once a week to review patients' progress, was it your practice to participate in those programs -- I mean in those reviews?
A. In the weekly meetings?
Q. Yes.
A. I did not always attend the weekly meetings. Whenever possible I did, but if someone needed to man

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the desk, oftentimes I will be the one that did that because I don't have as much personal information about the patients, which is what they go over in the meetings.
Q. In the meetings was there a review of patients' files or their progress notes?
A. Well, not of their progress notes. The review was more of a verbal review.
Q. At some point in time, Ruth Pierce's file became kind of a joke because it was so big and thick. Do you recall that?
MR. POOL: Object to the form of the question.
A. No.
Q. Let me ask you, how thick was Ruth Pierce's file just before her discharge?
A. I don't measure files. I don't know how thick her file was.
Q. So you have no recollection at all about the thickness of her file or that it was unusually thick?
A. No, sir.
Q. Let me ask you, who at Resolutions is responsible for keeping track of time frames, for example, like involuntary commitments?
A. The nurse taking care of the patient would be

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responsible for that.
Q. When you say the nurse taking care of the patient, what nurse would that be?
A. On which particular day?
Q. Well, let me go back. Is each patient assigned a nurse that looks after them?
A. On an every 12-hour basis.
Q. And what does the nurse do? Do they just check in on them and make sure they are doing okay, make sure they are taking their medications?
MR. POOL: Object to the form of the question. Calls for a narrative as well. You can answer if you can.
A. The nurse is responsible for the oversight of that patient.
Q. Tell me a little bit what oversight of patient involves.
MR. POOL: Same objection. Incomplete hypothetical. You can answer if you can.
A. As a general rule, the nurse would go around and meet each patient and make sure that they are okay at the beginning of the shift, and at some point during the shift, they would have a more detailed conversation with each of their patients and document such.
At the end of the shift, they would make sure

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that all of their patients were okay prior to their going off the shift and make a very brief note regarding that. If there were any incidents with the patient, the nurse would take the appropriate action.
Q. So would that be what we have in the form of the nurses' notes, the hour-by-hour contact?
A. The nurses' notes do serve as a documentation tool for the nurses taking care of the patients.
Q. And those would be -- the people that make these entries would be the nurses taking care of them at that time?
A. Correct.
Q. Now, so far as determining when a time period has expired, you don't exercise any responsibility for making sure that people are checked out at their particular time or discharged at a particular time?
A. That is part of a multi disciplinary approach with everyone having input, and they are discharged at the time that they are prepared and have a safe discharge.
Q. Would that be regardless of the date that the commitment expires? Let me see if I can rephrase it a little different. At the end of a 96-hour commitment, is it your understanding that you would have to discharge a patient unless you had applied to the Court

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for an extension of time?
MR. POOL: Object to the form of the question to the extent you are calling for a legal conclusion.
Q. Is that your understanding?
A. My understanding is you take care of the patient until they are prepared for discharge.
Q. Regardless of getting a court order?
MR. POOL: Same objection.
A. You take care of the patient until they are prepared for discharge.
Q. You nodded your head. You'll have to answer things.
A. I did nod my head. Forgive me. But I went on to answer and say you take care of the patients until --
Q. Does that mean even without a court order?
MR. POOL: Same objection. You can answer if you know.
A. Is it the same question? You take care of the patient until the patient is ready --
Q. I'm asking a very direct question. You've told me -- I asked you whether there was a -- whether the patient was to be discharged, and you told me that you take care of the patient. I asked you does that mean that you can keep them even though you don't have

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an additional court order?
MR. POOL: Object to the form to the extent you are calling for a legal conclusion. Objection. It's asked and answered. Go ahead and answer it again.
A. You take care of the patient until they are ready to be discharged.
Q. I think it's pretty clear that you are refusing to answer the question.
MR. POOL: Just wait for the question, not editorializing.
Q. Let me ask you, are there any written policies which govern the procedures and practices at Resolutions?
A. There is a policy and procedure manual.
Q. Now, is that strictly to Resolutions? It doesn't apply to the whole hospital?
A. Correct.
Q. And it's called what? Policies and what?
A. Procedure.
Q. And do you have a copy of that?
A. With me?
Q. No. Do you have a copy at your office?
A. There is a copy on each of the units.
Q. And what does that policy and procedure

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manual do? What is it for?
A. It is a reference tool for the staff on the unit.
Q. Can you give me an instance of how it's a reference tool? What do you go to it for?
MR. POOL: Object to the form of the question. It's vague and overbroad. Calls for a narrative. You can answer if you can. Just give an antidotal instance of why someone would come to use the manual.
A. Perhaps if you wanted to know how to react to a fire drill.
Q. What if you wanted to find out when you had to discharge a patient, would it cover that?
A. Every patient is different and you take care of the patient until they are ready to be discharged.
Q. So it has no provisions for discharge of patients then?
A. Not to my knowledge.
Q. What about so far as suspension or termination of employees?
A. What is the question?
Q. Does the policy manual have any provision for suspension or termination of employees?
A. I can't -- I don't know for sure.

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Q. Do you use that manual frequently?
A. No, I do not.
Q. So is that just for the nursing staff to consult if they feel they need to find something out?
MR. POOL: I'll object to the form of the question. It's vague and overbroad. You can answer if you understand the question.
A. It's a policy and procedure manual.
Q. If you are not using it, who is using it?
MR. POOL: I'm going to object to the form of the question. It's argumentative and it misstates her prior testimony.
A. I actually did not say I do not use it. You asked if I use it frequently, and I do not use it frequently.
Q. Who else uses it besides you?
A. It is located at every nurses' station and any of the staff have access to it.
Q. Now, in talking with Mr. Bloom this morning, he indicated that there are several forms that you use at Resolutions to document things and that there are other forms, and he indicated that he had not drafted those, that they had been prepared and that would have been your responsibility. When you set up Resolutions, did you have ready made forms to use?

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MR. POOL: And I'll just object to the extent it misstates Mr. Bloom's testimony. Go ahead.
A. We do have forms, and we had forms when we opened.
Q. Are the -- for example, the voluntary admission form, is that the same form you had when you opened?
A. Yes, it is.
Q. And who drafted that form?
A. I really don't remember. I did not draft it myself.
Q. So it may have been something that was picked up somewhere else or one of the other hospitals Mr. Bloom was at?
A. Yes.
Q. It's possible then. Let me ask you, basically your practice has been to document whatever happens at the facility; is that correct? So far as actions that are taken by staff with regard to a patient? Let ask that again.
A. Please do.
Q. You tried to -- do you try to document any action that's taken by staff with regard to a patient?
MR. POOL: Are you asking if she does?
Q. I'm talking about at Resolutions is there an

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attempt to document actions taken by staff with regard to patients?
A. An attempt by who?
Q. By Resolutions staff, by Resolutions. Do you have a policy to document things?
A. Earlier we spoke that the nurse overseeing the patient documents on that patient, her interaction or his interaction, his or her interaction.
Q. Let me be more specific then. At Resolutions how often did you have involuntary commitments back in 2009?
A. I would not be able to give you a number of involuntary commitments.
Q. Would there have been several?
A. Define several.
Q. What's your definition of several?
A. You want to know what my definition of several is?
Q. Yes, ma'am.
A. I guess it would depend, you know, 20 plus.
Q. Okay. Did you have more than 20 involuntary commitments?
A. I do not know.
Q. Do you know whether you had more than five involuntary commitments?

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A. I do not know for sure.
Q. What's your opinion? Do you think it's likely that you did?
MR. POOL: If you know. If you don't know.
A. In the calendar year of 2009?
Q. Uh-huh.
A. I do think it's likely, but I don't know for sure.
Q. We will submit requests for records and documentation so you can get us the exact number. Okay. So at this point you think it was probably five or more, but you are not sure beyond that?
A. That is true.
Q. What involvement did you normally have with involuntary commitments?
MR. POOL: Can you be more specific? At the beginning, during?
Q. In 2009 what involvement did you have with involuntary commitments?
A. That would be on a case-by-case basis and potentially zero involvement.
Q. Well, aside from maybe the multi disciplinary meetings that you might have attended, anything else that you may have done so far as involuntary commitments?

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A. Not that I recall.
Q. Were you responsible for discharging people from Resolutions?
A. No, sir.
Q. Who was responsible for discharging?
A. It's part of a multi disciplinary approach, and it is a part of a physician's order for admission and/or discharge.
Q. So basically the physician and I guess that's Dr. Pang, Dr. Pang is the one who determines whether somebody is discharged or not; is that correct?
MR. POOL: Objection. Misstates her testimony. Asked and answered. Go ahead. If you understand it, you can answer.
Q. Well, in the notes that you wrote in Ms. Pierce's file, you indicated that you could not discharge without Dr. Pang authorizing discharge. Would that be correct?
A. That is correct.
Q. And it indicates in there -- it did not indicate in there that there was any multi disciplinary discussions with regard to that discharge.
MR. POOL: You are saying it did not? I'm sorry. What was the question? You said the note does not indicate any multi --

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Q. Does not indicate there was a multi disciplinary discussion prior to her discharge.
A. Well, I am a nurse and he is a doctor.
MR. POOL: Hold on. I object to the form of the question. It misstates the medical records. Go ahead. You can answer.
A. The multi disciplinary approach on every decision, we don't bring the entire team together because there has already been feedback by the team members. I don't know the day of the week and how that coincided with the multi disciplinary treatment team, but when the physician is up there, he receives input from every member of the team. It's an ongoing process.
Q. As far as Ruth Pierce, there wasn't any multi disciplinary planning. You called him on the phone and he authorized the discharge; is that correct?
MR. POOL: Objection. Misstates the medical record. Go ahead and answer if you can.
A. As a nurse, I called a physician and got an order to discharge a patient.
Q. You stated you could not discharge without getting approval from Dr. Pang; is that correct?
A. Without getting an order from Dr. Pang.
Q. Okay. Now let me ask you, are you generally

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familiar with involuntary commitment statutes?
A. The statutes, perhaps not, but we did have involuntary commitment patients on our unit.
Q. Have you read some of the statutes? They are not terribly long, but have you read some of the involuntary commitment statutes so far as the time frames?
A. No.
Q. Have you read the statute relating to release of voluntary patients?
A. No.
Q. So you don't know what the statute says with regard to releasing voluntary patients?
A. I haven't read it.
Q. If someone is a voluntary patient, what is your understanding that you have to do to have them released?
MR. POOL: Object to the form of the question to the extent it calls for a legal conclusion. You can answer if you know. And asked and answered.
A. We take care of our patients until they are prepared for discharge.
Q. Okay. Let me ask the question again. You've indicated that you have been involved in voluntary commitments. You've indicated that you have some

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knowledge, although not detailed knowledge, of the procedures so far as discharge; is that right?
A. I have knowledge of discharging patients.
Q. Okay. And you have voluntary -- had voluntary patients at Resolutions; is that right?
A. Did you say voluntary?
Q. You had voluntary people who had applied to come in voluntarily?
A. Yes, we have.
Q. And what was your understanding about what had to be done in order for you to allow them to leave?
MR. POOL: For voluntary patients?
Q. That's correct.
A. We take care of the patient until they are ready for discharge.
Q. Based on your experience, what do you understand to be the purpose of limiting a commitment to 96 hours?
A. I haven't studied that.
Q. In Ruth Pierce's case, did you have a copy of the court order?
A. There was a copy of the court order on her chart.
Q. Did you read the court order?
A. I don't know for sure that I read the court

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order, but I saw the court order on the chart.
Q. You mean you didn't read the court order of somebody that has been placed there?
MR. POOL: Objection. Asked and answered. She just told you she didn't know if she read it or not.
Q. Is it not your practice to read court orders for people that are involuntarily placed at Resolutions?
A. I make sure there is an order on the chart.
Q. Well, an order on the chart but do you read the order? Is it your practice to read the orders? You just can't be deaf and dumb on everything.
MR. POOL: I'm going to object. Asked and answered. Or pardon me. Argumentative. There is no question outstanding.
Q. Have you designated anyone at Resolutions to advise patients of their rights under Section 632.325? And I'll give you a copy of that so you can look at that.
MR. POOL: He is going to ask you a question first. What's your question?
Q. Have you designated anyone to fulfill the duties that are required of Resolutions to inform patients of those listed rights?

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MR. POOL: Object to the form of the question to the extent it calls for a legal conclusion. You can answer if you know.
A. I don't believe so.
Q. Is there any form or verifying that these rights have been provided to a patient and placed in a patient's file?
MR. POOL: I'm going to object to the form of the question as it relates to these rights, also to the extent it calls for a legal conclusion, but you can go ahead and answer.
MR. McNEILL: I'll object. Misstating the law.
Q. Is there any evidence or any documentation in the file that indicates that the requirements of Section 632.325 have been complied with?
MR. POOL: Objection to the form of the question, asking for a legal conclusion, also argumentative in that it suggests that there is an obligation. You can answer if you can.
MR. BRUCE: If you're going to have an objection on everything I ask, I'm merely asking her is there a document in the file. Is there a document in the patient's file to indicate they've been informed of those rights.

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MR. POOL: Same objection.
MR. McNEILL: Object to form.
MR. POOL: You can answer if you can.
A. I don't believe there is.
Q. Do you know whether there is a form available to use to document?
MR. POOL: Same objection. Also object to form as it relates to being vague, overbroad.
A. One more time.
Q. You indicated that you didn't think there was a form or document in that file. What I'm asking is, do you know whether there is a preprinted form that you have that you can fill out to indicate that those things have been complied with?
MR. POOL: Same objection. If you know what those things are complied with means, you can answer.
A. I do not.
Q. Okay. You don't know whether there is a form or not?
A. What things? What are the things?
Q. I'll accept your statement that you don't believe there is a document.
MR. POOL: There is not a question pending. No need for a response.
Q. Now, since you had day-to-day operations and

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you also deal with involuntary commitments, would you tell me under what circumstances a patient may refuse to take medications where the patient has been involuntarily committed?
MR. POOL: Objection to the form of the question to the extent it asks for a legal conclusion. Vague. Overbroad. You can answer if you can.
A. Any administration of medications is directed by the physician.
Q. What?
A. Any administration of medications --
MR. BRUCE: Would you read back the question.
(The requested portion read by the court reporter.)
A. There are no set -- there are no set guidelines for that. It goes on a patient-by-patient basis.
Q. Does that mean it depends upon the doctor's orders?
A. Ultimately any administration of medication would depend upon a doctor's order.
Q. Do you ever advise patients of their rights to be discharged?
A. No.

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MR. POOL: You are asking her personally?
Q. Yes. Is there anything in your policies or procedures that requires a nurse to inform a patient that they can speak to you if they want to be discharged?
A. I believe there is.
Q. And do you know under what circumstance that is?
A. I don't understand.
Q. Let me see if I can make it simple. You indicated -- are the nurses to inform a patient who has been -- who is a voluntary -- has a voluntary commitment they can be discharged by talking to you?
A. Not specifically, no.
Q. Is there any form or do you have a pre -- back in 2009 did you have a preprinted form that gave the information with regard to a patient's rights designated as I believe one through eleven of Section 632.325?
MR. POOL: Objection to the extent calling for a legal conclusion. You can answer if you know.
A. This is the paper that you showed me earlier, right?
Q. The statute, yes, ma'am.
A. And I do not believe that we have anything

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that speaks to that statute.
Q. Okay. I'm going to ask you, so far as Resolutions in 2009, I understand at Resolutions you were an employee; right?
MR. POOL: Is that a yes?
A. Yes, I was an employee.
Q. Were there any other employees at Pemiscot Memorial of Affinity?
A. In 2009?
Q. Right.
A. Perhaps Dale Robinson.
Q. Did Dale Robinson report directly to you?
A. He did.
Q. Now, do you believe that he was an employee and not an independent contractor?
MR. POOL: Object to the extent to the form of the question. It calls for a legal conclusion. You can answer if you know.
A. I don't know.
Q. Now let me ask you, did you ever see one of Dale's paychecks?
A. I don't believe I have.
Q. You didn't distribute them to him, did you?
A. I don't believe -- I don't recall distributing them. If I had, they would have been in

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an envelope.
Q. Did you do any payroll work so far as Dale was concerned, reporting hours or times or anything?
A. No, sir.
Q. Was he on a flat salary?
A. That is my belief.
Q. Did you or Dale either one have health insurance coverage with Affinity?
A. No, I didn't. I don't believe Dale did.
Q. Did either one of you have a 401(k) plan with Affinity?
A. No.
Q. Did either one of you have a vehicle provided by Affinity for transportation?
A. No, sir.
Q. Did either one of you have any allowance for mileage, for transportation, or for gas for vehicles?
A. I don't know about Dale. I did not to and from work, but if I were to go to do out work and say go do a presentation in Cape, at that point I would.
Q. But driving from say Mississippi where your home is up to Missouri, you didn't get any reimbursement or anything for that travel?
A. No, sir.
Q. How far do you have to drive to get to Hayti?

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A. It's about 120 miles.
Q. Do you do that on a daily basis?
A. It varies.
Q. Now, Dale Robinson was employed in 2009 while Ruth Pierce was there; is that correct?
A. I believe he was, yes.
Q. And do you know what month he left? It would have been July or August.
A. I do not know.
Q. Somewhere in about that time after she left?
A. Perhaps, yes.
Q. Do you know whether Mr. Robinson applied for unemployment benefits?
A. I do not know.
Q. No one ever contacted you from Employment Security asking you about the circumstances of his departure?
A. Not that I recall.
Q. Did you and Dale part on amicable terms?
A. Yes, sir.
Q. Consider him to be a friend?
A. No, sir.
Q. Let me ask you, did he -- was he asked to resign?
A. No, sir.

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Q. Do you have his personnel file at your office?
A. No, sir.
Q. Who has his personnel file?
A. I don't believe he has a personnel file.
Q. Let me ask you, Mr. Robinson, do you know whether he was terminated or not?
A. He was not.
Q. Do you know where Mr. Robinson is today?
A. I do not.
Q. Have you not kept in touch with him since he left?
A. I have not kept in touch with him.
Q. What were his duties and responsibilities when he was there?
A. He was the licensed professional counselor for the geriatric unit, and then as we opened the adult unit, on that unit as well.
Q. Now, you have two units, geriatric and the other one is just adult?
A. Yes, sir.
Q. Is there an age requirement for geriatric?
A. Not a requirement, no.
Q. Okay. Now, aside from -- was he the only licensed professional counselor?

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A. He was the only full-time licensed professional counselor.
Q. Now, did you have any interns or any people who weren't licensed but who had counseling degrees?
A. I believe at the time we had Brenda Gray and Johnna McCrary.
Q. Do you know where Brenda Gray is today?
A. She works for Resolutions and lives in Hayti.
Q. And what's -- still is she now a licensed professional counselor?
A. I believe the term is provisionally licensed.
Q. Now, in and about the time that Ruth Pierce was discharged, I believe you had contact with the Missouri Department of Health and Senior Services; is that correct?
A. Yes.
Q. And that was to try to get a guardianship established for Ruth Pierce; is that right?
A. Yes.
Q. And I believe you or other people at Resolutions initiated that proceeding to get a guardian; is that right?
A. I don't know that we initiated the proceeding.
Q. In other words, you contacted Division of

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Health and Senior Services?
A. As I recall, we were contacted and asked if Dr. Pang could fill out the appropriate paperwork so that a guardian could be pursued.
Q. Do you know whether Dr. Pang backdated his affidavit?
A. No, I don't.
Q. Were those requests faxed to you?
A. I don't know if they were faxed or a telephone request.
Q. If they sent a form to you, it would have to be faxed or mailed, would not it?
A. It would.
MR. POOL: Are you talking about the information she is testifying about that Dr. Pang was asked to complete, Jim?
MR. BRUCE: Yes.
A. There is one exception. If it was a form, it could have been available on the Internet. Some counties have that.
Q. Did you have that availability at that time in 2009?
A. I don't recall.
Q. Do you know whether anyone advised Ruth Pierce of her rights as specified in Section 632-325?

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MR. POOL: Objection to the form of the question to the extent it calls for a legal conclusion. Go ahead.
Q. Do you know whether anybody advised her of the rights listed in that statute?
A. I do not.
Q. Now, in your position are you responsible for supervision of the employees of Resolutions at Pemiscot Memorial?
A. Yes.
Q. Are you also responsible for supervision of hospital employees who work in Resolutions?
A. Yes.
Q. And is part of that supervision to make sure that they perform the duties that they are assigned?
A. To the best of my ability, yes.
Q. Does that require you to check on their work or to review files from time to time to see if they are being done correctly?
A. From time to time.
Q. Now, let me ask you, do you recall any meetings in which there was discussion of trying to get Ruth Pierce to sign a voluntary commitment?
A. No.
Q. Do you know whether that occurred or you just

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weren't present when it did?
A. I don't know whether that occurred.
Q. Let me ask you, when was the first time you became aware that there had been an attempt to get a voluntary commitment from Ruth Pierce?
MR. POOL: I'm going to object. It's argumentative in use of the word attempt. You can answer if you know.
Q. I'll take the word attempt out. When was the first time you learned that a voluntary commitment form had been obtained from Ruth Pierce?
A. I don't know exactly.
Q. Was it before she was discharged?
A. I believe it was.
Q. Do you recall when that voluntary commitment was signed?
A. Not the exact date, no.
Q. Do you recall that a copy of that voluntary commitment was attached to the complaint that was filed against you in this case?
A. I did review the documents.
Q. And did you review the nurses' notes indicating in there that they had obtained a voluntary commitment from her?
A. Do you mean to say a voluntary admission

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form?
Q. Voluntary admission form.
A. I don't recall the exact words, no.
Q. If you need to take a break, let us know and we'll try to accommodate you.
A. Thank you.
Q. I'm going to show you copies of the exhibits that were attached to the complaint, and the first is the voluntary admission form. I would like you to look at that, if you would, please.
MR. POOL: And here you are referring to Exhibit A of the amended complaint; is that right, Jim?
MR. BRUCE: I don't know if it's A or B. It's one of the two. I've given her both copies.
A. Do you want me to stop after I've looked at this?
Q. Yes.
A. Okay.
Q. Are you finished?
A. Sure.
Q. Let me see. By the way, it wasn't signed by the doctor, was it?
A. It does not have a doctor's signature.
Q. Okay. And it also has Ruth Pierce's signature. It has a date of 5/21/09, and it's been

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marked out; is that correct?
MR. POOL: Object to the form of the question, foundation, as it relates to Ruth Pierce's signature. Go ahead. You can answer if you can identify her signature.
A. I cannot identify Ruth Pierce's signature. There is a date 5/21/09 that is voided.
Q. Do you know why that was voided?
A. I don't believe that was the date that they got this form signed.
Q. In fact, 5/21/09 would have been the day that the 96-hour commitment expired; isn't that correct?
A. Well, would it have been 21 or 20?
MR. POOL: If you know.
A. I'm not sure. It could be calculated though.
Q. So in other words, this form was backdated?
MR. POOL: Objection, foundation, form of the question.
A. I did not sign this form.
Q. I understand you didn't. But I said if it was not -- if this was not obtained on 5/21 and somebody wrote that in, they were backdating it, weren't they?
MR. POOL: Same objection. Assumes facts not into evidence. You can answer if you know.

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A. I don't know when that date was put on there.
Q. But you do know that the date of 7/15/09 was the date that that was obtained?
A. I do not know that for a fact. Looking at this form, this is what -- a nurse in my position would see a signature, a date, it is voided out, and there is a different date here. There is a signature of two people by the date of 7/15 indicating that's the day that this was signed, and there is also these same signatures down below.
Q. Would you tell me whose signatures those are?
A. Those appear to be Randy DeProw, registered nurse, Stacy Jeffers, LPN.
Q. And if you can for the reporter's benefit, spell Randy's name and Stacy's name.
A. Randy, R-a-n-d-y, DeProw, D-e-p-r-o-w, RN. Stacy is S-t-a-c-y. Last name is Jeffers, J-e-f-f-e-r-s, LPN.
Q. Now, after you discovered this voluntary admission form, did you undertake any kind of investigation to determine what the circumstances were?
MR. POOL: Objection. Form of question. It's argumentative. Go ahead.
A. Not that I recall. I wouldn't have a reason to investigate it. I would believe that this was the

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correct date. The people voided the incorrect date and signed the correct date. Did you want me to look at that?
Q. Just a minute. The second document that I'm giving you is also an exhibit that was attached to the complaint, and it is the nurses' notes for July 15, 2009.
MR. POOL: Just so the record is clear, Jim, that appears to be Exhibit B to your amended complaint.
Q. That's fine. I want you to note under the entry for 10:55, is there an entry there by Stacy Jeffers.
A. Are you asking if the 10:55 entry is written by Stacy Jeffers?
Q. Did she write that entry?
A. It appears the entry was written by Zaneta Dillard.
Q. Zaneta Dillard. Is Stacy Jeffers -- is there a notation there by her?
A. At 7:15 a.m.
MR. POOL: What was Zaneta's last name?
THE WITNESS: Zaneta's last name is Dillard. I'm sorry. Her last name was Dillard. It is currently Johnson.
Q. Is she still employed at Resolutions?

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A. Yes, sir.
Q. What's her position at Resolutions?
A. She is the assistant program director.
Q. What was her position back then?
A. I'm not certain.
Q. Is she an RN?
A. She is an RN.
Q. Now, the language that's been marked out here reads, Voluntary admission paperwork obtained per S. Jeffers LPN. Is that somebody's initials above LPN?
A. I can't really tell. It looks like it says ERR.
Q. It appears to have been in the same handwriting as Zaneta Dillard?
MR. POOL: Objection to foundation. You can answer if you know.
Q. Is that correct?
A. With it just being so small and so few words, the letters, the ERR, is that what you are asking?
Q. No. I'm asking for the part that's been marked out. It appears to be the same handwriting that went before and after, doesn't it?
A. Yes, sir, it appears.
Q. Okay. Prior to Ruth Pierce's discharge, did you have occasion to see this document?

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A. No.
MR. POOL: Jim, when you get to a point we can take a break, that will be great.
MR. BRUCE: This will be fine.
(A short break was taken.)
Q. Ms. Moore, I have some people I need you to help me identify in the responses filed by the defendants in this case. They've designated certain people who have knowledge of Ruth Pierce's condition and the events surrounding her stay at Resolutions, and many of these I haven't the foggiest idea of who they are.
MR. POOL: She may not be much different.
Q. Who is Tresa VanSickle?
A. Tresa VanSickle is an LPN.
Q. Okay. And is she still with the hospital?
A. No, sir.
Q. Where is she at now?
A. I do not know.
Q. Is she still in this area?
A. I don't know.
Q. But you do know that she is not with Resolutions or the hospital?
A. That is correct.
Q. Angie Masters, who is that?

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A. Angie Masters is an advanced practice nurse, psychiatric nurse practitioner.
Q. Advanced psychiatric nurse?
MR. POOL: Advanced practice nurse and psychiatric.
Q. Is she like a nurse practitioner then?
A. Yes, sir.
Q. Now, can you tell me what involvement, if any, she had with Ruth Pierce?
A. I can tell you what she generally does.
MR. POOL: If you know what involvement she had with Ruth Pierce, you can answer.
A. I don't know specifically.
Q. Tell me what she generally does then now.
A. She makes rounds on Dr. Pang's patients.
Q. Okay. Just comes to the hospital and sees them?
A. That's correct.
Q. What does she do on the rounds with patients? Check their charts?
A. She would have -- she has the charts in the room with her.
Q. Does she speak to the patients?
A. Yes, sir.
Q. Does Dr. Pang make rounds as well?

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A. Yes, sir.
Q. Back in 2009 did he make rounds?
A. Yes, he did.
Q. But she made rounds for him sometimes?
A. I can't say for certain in 2009, but she does now.
Q. And where does she live?
A. She lives in Arkansas.
Q. Do you know what town?
A. I do not.
Q. Is she still employed by the hospital?
A. I'm not sure how her employment arrangement is, but she does still make rounds on the patients at the hospital.
Q. Does Dr. Pang have a private practice as well as his practice with Affinity?
A. I really don't know. Oh, he sees patients in the clinic.
MR. POOL: Just answer what you know.
Q. Now, what clinic is that he sees patients?
A. It's -- there is a clinic. It's affiliated with the hospital in Hayti.
Q. Is it across the street or in the hospital?
A. In 2009 it was across the street.
Q. Do you know what the name of the clinic is?

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A. I do not.
Q. Primary Care maybe or --
A. I don't know. I really don't.
Q. But it was a clinic operated by the hospital, and Ms. Masters is still employed by the hospital but you don't know what capacity; is that right?
A. I don't know if her employment is through the hospital.
Q. Adrienne Calvert, can you tell me who she is?
A. No.
MR. POOL: What was the last name, Jim?
Q. Calvert, C-a-l-v-e-r-t. Laraine Charles, do you know who that is?
A. Ms. Charles is an LPN.
Q. And is she still employed by the hospital?
A. She is not employed by Resolutions.
Q. Do you know whether she is employed in any other aspect of the hospital?
A. I'm not sure.
Q. Tonia VanDewaal, do you know who she is?
A. I recall that Tonia VanDewaal was a registered nurse in 2009.
Q. And do you know whether she is still employed by the hospital in any capacity?
A. I do not know.

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Q. She is not with Resolutions anymore?
A. No, sir.
Q. And Randy DeProw, is he still employed at Resolutions?
A. Randy works for Southeast Hospital.
Q. In Cape?
A. Yes, sir.
Q. Do you know what capacity?
A. No, sir.
Q. Stacy Jeffers, is she still employed by Resolutions?
A. Not by Resolutions, no.
Q. Is she employed by the hospital?
A. I do not know.
Q. Do you know when she left Resolutions?
A. I am not certain.
Q. Was it shortly after Ruth Pierce was discharged?
A. Not as I recall.
Q. Did her leaving have anything to do with Ruth Pierce's situation?
A. Not as I recall.
Q. Do you know whether she was terminated or left voluntarily?
A. I don't know for certain, but I believe she

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left voluntarily.
Q. Carolyn Guyton, who is she?
A. Carolyn Guyton is a CNA.
Q. And do you know where she lives?
A. I don't know for sure. She is local.
Q. Is she still employed by Resolutions?
A. Yes, she is.
Q. Is she by any chance black?
A. She is not.
Q. Tina Thomas, who is she?
A. Tina Thomas is a CNA.
Q. And do you know where she lives?
A. I do not.
Q. Is she still employed by Resolutions?
A. She is.
Q. As a CNA, what would she have done?
A. CNA is a certified nursing assistant, and they assist the nurse with providing care for the patients.
Q. Do they make any kind of entries in the patient chart, CNAs?
A. In 2009 they did not.
Q. Do they now?
A. We have a computer record, and they put the vital signs in the computer.

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Q. Carletta Robinson, who is she?
A. Carletta Robinson is a CNA.
Q. Is she still with Resolutions?
A. I don't believe so.
Q. Is she with the hospital?
A. I don't believe so. I don't know.
Q. Do you know whether she was terminated?
A. I do not know.
Q. Rachel Shank, who is she?
A. I don't remember her job title.
Q. Do you remember her?
A. I do not remember her. I do remember that name.
Q. Gloria Farmer?
A. Gloria is a CNA.
Q. Does she still live in Hayti Heights?
A. I don't know where she lives.
Q. Is she still with Resolutions?
A. Yes, sir.
Q. Do you know if her husband is out of prison yet or not?
A. I do not. I did not know her husband was in prison.
Q. Do you remember he was the former chief of police of Hayti Heights and got convicted for

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defrauding Social Security?
A. I do not know Gloria's husband.
Q. Okay. Jamie Lucy?
A. How do you spell the last name?
Q. L-u-c-y.
A. I do not know that person.
Q. In the initial disclosures, did you help provide names and addresses of people who had contact with Ruth Pierce?
A. I believe that Jonna Green asked me for some information about names. I don't recall exactly what it was.
Q. Sandy Cayton, C-a-y-t-o-n?
A. In 2009 Sandy Cayton was a CNA.
Q. Is she still employed with Resolutions?
A. No, sir.
Q. What about the hospital?
A. I don't believe so.
Q. Nickie Elliott?
A. Nickie Elliott is a CNA.
Q. Is she still with Resolutions?
A. No, sir.
Q. What about the hospital?
A. I'm not sure.
Q. Are you aware of any of the people I've named

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so far that have been discharged by the hospital?
A. No, sir.
Q. Eric Miller or McGinley in parenthesis?
A. Erica McGinley is a CNA.
Q. Is he still employed by the hospital?
A. Erica is a female and she still works on Resolutions.
Q. Not Erica Miller or -- okay. And this one says Eric. So it's Erica, not Eric?
A. It is.
Q. Okay. Is McGinley her maiden name?
A. I'm not really sure.
Q. And did you say she is still employed?
A. Yes, sir.
Q. In Resolutions?
A. Yes, sir.
Q. Dorothy Taylor?
A. Dorothy Taylor was a CNA.
Q. Is she still with the hospital?
A. She is not with Resolutions.
Q. But you don't know about the hospital?
A. I don't.
Q. Jessica Selvidge?
A. I believe Jessica was a CNA.
Q. Is she still with Resolutions?

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A. No, she is not.
Q. What about the hospital?
A. I'm not sure.
Q. Gayle Hosford?
A. I don't know that person.
Q. It says she was an RN. Olivia Hunt?
A. Olivia Hunt is a CNA.
Q. Is she still with Resolutions?
A. Yes, sir.
Q. Zaneta Porter or Zaneta Johnson, is she still with Resolutions?
A. She is.
Q. And what is her job?
A. She is the assistant program director.
Q. Was a position created for her or did she replace somebody else?
A. The position was not created for her.
Q. Who held the position before her?
A. I believe it was Randy DeProw.
Q. Is Randy still with Resolutions?
A. No.
Q. Chiquita Robinson?
A. Chiquita was a CNA.
Q. Is she still with Resolutions?
A. I don't believe so, no.

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Q. Let me ask you, any of these people we've talked about so far as CNAs, would they be shared with Resolutions and other parts of the hospital as well or would they have been exclusively your CNAs?
A. There aren't any just exclusive employees in the hospital. They would have a primary base of employment.
Q. But if they were needed somewhere else because somebody didn't show up, they could call them and tell them to come in?
A. Yes.
Q. Rhonda Boyd, RN, is she still is with Resolutions?
A. I don't remember a Rhonda Boyd.
Q. She is not with Resolutions?
A. There is not a Rhonda Boyd.
Q. Has there ever been a Rhonda Boyd with Resolutions?
A. Not that I recall.
Q. Bennie Stallings?
A. I don't know Bennie Stallings.
Q. Do you know whether she is employed by the hospital or not?
A. I do not.
Q. Hester Gaskins?

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A. Hester is an LPN.
Q. Is she with Resolutions?
A. She is.
Q. People like Hester, what would you estimate the part of her time she spends in Resolutions as opposed to the rest of the hospital? Do you have a feel for about how much time?
A. Each person would differ, but for Hester I would say 90 percent or greater.
Q. Brenda Gray, is she still there?
A. She is still there.
Q. And what is her duty?
A. She is the counselor on the geriatric psych unit.
Q. Now, have you split up the counselors for geriatric and adult services?
A. They have primary places that they work but they do share responsibilities.
Q. Is there another counselor besides her?
A. There is Lori Garrett.
Q. Was she with Resolutions in 2009, Lori?
A. I'm not sure.
Q. Is she there now?
A. She is.
Q. And Brenda is there as well?

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A. Yes.
Q. Susanne Steele, is she still with --
A. She is.
Q. Now, she is designated as an LCSW?
A. Licensed clinical social worker.
Q. And the next one is -- Suzanne, is she still with Resolutions?
A. She is.
Q. Carolyn Sanderson?
A. I don't know Carolyn Sanderson.
Q. Mona Clements, do you know Mona?
A. I do not know Mona Clements.
Q. Lisa or Elise Wigginton, is she still there?
A. No, sir.
Q. Where is she at?
A. I do not know.
Q. Was her father a board member?
A. I believe he was.
Q. When did she leave?
A. I'm not sure.
Q. Did she take other employment?
A. I'm really not sure.
Q. Renee Gibson?
A. She is an LPN.
Q. Now, is she still employed at Resolutions?

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A. No, she is not.
Q. Do you know if she is at the hospital or not?
A. I do not know.
Q. Robin Allen, RN, is she still with Resolutions?
A. No, sir.
Q. What about at the hospital?
A. I'm not sure.
Q. Do you know her?
A. I remember Robin Allen.
Q. Clara Jean Lane, LPN?
A. She is an LPN.
Q. Is she still with Resolutions?
A. Yes, sir.
Q. What would you estimate the amount of time she spends with Resolutions as opposed to other --
A. For Clara Lane, LPN, I would say 90 percent or greater.
Q. Lenora Tripp?
A. In 2009 Lenora was an RN.
Q. And is she still with Resolutions?
A. No, sir.
Q. Where is she, do you know?
A. I do not know.
Q. She is not with the hospital either?

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A. I'm not sure.
Q. Rhonda Owens, do you remember Rhonda?
A. Rhonda is an LPN.
Q. Do you know whether she is still with Resolutions?
A. She is.
Q. Rita Pruitt, do you remember her?
A. Rita is an LPN.
Q. Is she still with Resolutions?
A. Yes, sir.
Q. Abby Curtis or Abby Morgan?
A. I believe at the time she was an RN.
Q. Is she still with Resolutions?
A. She works for Dr. Arshad.
Q. Now, what is her capacity with Dr. Arshad?
A. Currently I'm not sure. She is now a nurse practitioner.
Q. Now, is that the lady we were talking about before or is that a different one?
A. No, sir. Before we were talking about Angie Masters.
Q. So she is with Dr. Arshad?
A. Yes, sir.
Q. Now, Dr. Arshad is employed by the hospital; is that correct?

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A. I don't know how the employment works.
Q. Doris Johnson and it says LPS. Do you know what LPS is?
A. No, and I don't recall Doris Johnson.
Q. Or could it be an LPC?
A. I don't recall Doris Johnson.
Q. I take it she is not with Resolutions?
A. No, sir.
Q. Connie Bowens?
A. I don't know Connie Bowens.
Q. Would you have had contact with most of the LPNs that were working at Resolutions?
A. The ones that worked during the day, yes.
Q. Would you have interviewed people in -- the LPNs at Resolutions?
A. If their base of employment was going to be Resolutions, yes.
Q. Derek Johnson or do you know a Derek Johnson?
A. No.
Q. Do you know anybody by the name of Derek?
A. Yes, there is Derek Jackson.
Q. Is he still with Resolutions?
A. Yes.
Q. What is his job?
A. He is the marketing director.

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Q. How long has he had that position?
A. I'm not sure.
Q. What was his position back in 2009?
A. I'm really not sure.
Q. Mike Miller?
A. Mike Miller is an RN.
Q. Do you know where he is from?
A. I don't know but I believe he is from Arkansas.
Q. Maybe Pocahontas, Arkansas?
A. It's possible.
Q. Is he still with Resolutions?
A. He is not.
Q. Do you know where he is at?
A. I believe he works in West Memphis.
Q. Now, in 2009 was he working at Resolutions?
A. I believe he was.
Q. Did he work days or --
A. He has worked both night and day, so I do not know in 2009 when he was working.
Q. With most of your LPNs, would they vary their shifts, sometimes they worked days and sometimes they worked nights?
A. It just varies. I really can't say.
Q. Let me ask you, so far as Johnna McCrary, she

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worked briefly after Ruth Pierce was released; is that right?
A. I recall that she did.
Q. And I believe at one point she was told that she would have to testify in a guardianship case. Do you recall that?
A. I recall that Dale Robinson was her supervisor and that we were sent paperwork with some questions on it and that Dale said, Can you retrieve the answers to these questions and represent in court for that particular case.
Q. Now, who were they going to represent? Resolutions or --
A. Just information. I mean they were -- in the event that they asked for any information from Resolutions, which she collected on the sheet, and be there to answer any questions.
Q. Okay. Was the information already on the sheet that she was supposed to testify to?
A. Do you mean the questions or the answers?
Q. Answers.
A. The answers were not.
Q. Do you know whether she voiced any objection to testifying as to what was on that sheet?
A. As I recall, she did not.

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Q. Was she subsequently terminated?
A. She was not.
Q. Was she forced to resign?
A. She was not.
Q. Did she apply for unemployment benefits?
A. I'm not sure.
Q. Did you have any meetings with her to discuss her leaving?
A. I did have meetings with her. At one point she came and requested -- she said, "Can you just fire me so that I can collect unemployment?"
Q. Why would she ask you -- had you suspended her?
A. No, sir. Not at that time, no.
Q. Was she subsequently suspended?
A. Not to my recollection, no.
Q. I believe she went to a board member with some concerns about Resolutions; is that right?
A. I don't have any knowledge of that.
Q. They didn't call you and inform you that she had been to --
A. To a board member?
Q. To a board member.
A. No.
Q. But your testimony is that she left amicably

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and that she wasn't forced out?
MR. POOL: Object to form of the question. Misstates her testimony. You can answer.
A. She resigned.
Q. Under no duress?
A. Correct.
Q. And her leaving had nothing to do with her refusal to testify?
A. No, sir.
Q. She didn't testify, did she?
A. No, sir.
Q. She didn't go to court the day of the hearing, did she?
A. No, sir.
Q. Mr. Bloom has indicated that you and he talk every day about Resolutions issues; is that right?
A. I wouldn't say every day but we do talk regularly.
Q. You talk more than one time a day sometimes?
A. I suppose we could.
Q. What kinds of things -- do you call him or does he call you or both?
A. Both.
Q. What kinds of things would you be calling him about?

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A. Just day-to-day things. I might call him if I had interviewed a good candidate for a nursing position.
Q. On something like this matter with Ruth Pierce with this voluntary admission form, if that had come to your attention, would you have called him about that?
A. What about the form?
Q. With the information that's contained in the nurses' notes and the voluntary admission form, the two documents that are attached to the complaint, if you had been presented those, would you have called him to discuss the matter?
A. Not necessarily.
Q. If you had discovered that there had been a -- let me back up. If you had learned that the 96-hour commitment had expired and that no petition for additional detention had been filed with the Court, would you have called him?
A. Not necessarily.
Q. Do you have the authority to fire individuals without discussing it with Mr. Bloom?
A. I believe I have the authority and I've never done that.
Q. Have you ever had occasion to terminate

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anyone?
A. I can't recall a case right now of someone that has been terminated. I work closely with the hospital human resources department whenever something like that comes up.
Q. And would you also work closely with Mr. Bloom on it as well?
A. Not necessarily.
Q. Now let me ask you, did you have occasion to talk to Mr. Bloom about Johnna McCrary?
A. Well, I'm sure that we have talked about Johnna McCrary.
Q. What would you have called him about?
A. I don't know that I called him, but he was present on the day that she came on the unit with her mother to say that she wanted to resign.
Q. Did she say why she wanted to resign?
A. She said, "Can't you just fire me and let me collect unemployment?"
Q. Did she write you a letter?
A. I don't remember that she did.
Q. You don't remember a lengthy letter that was written to you?
A. I don't remember it.
Q. At this point have you ever learned who

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marked out the entry in the nurses' notes about obtaining a voluntary admission from Ruth Pierce?
A. No, sir.
Q. Let me ask you, do you have any idea why somebody would mark out an entry in the nurses' notes?
A. There could be any number of reasons.
Q. Well --
A. You could be writing on the incorrect chart, you could write a value down that wasn't right, you could misspell a name, you could put the date wrong particularly when the year first turns over.
Q. But would you mark out the whole sentence?
A. You would mark out the part that was incorrect. Sometimes you have to mark out a whole paragraph if you have written on the wrong chart.
Q. Now, throughout her confinement if you look at the notes, Ruth Pierce from time to time asked to go home, wanted to go home. Is that a fair assessment?
A. Confinement I don't think is fair, but throughout her treatment just as many people do, she may have spoken about going home.
Q. Did you ever talk to her about going home?
A. I did not personally talk to her about going home.
Q. Were you aware that she was asking people

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about going home on a daily basis?
MR. MCNEILL: Object to form.
MR. GRIMM: Same objection.
A. I'm still not aware of that.
Q. But you are aware that she had asked on several occasions about going home?
MR. MCNEILL: Object to form.
A. Not necessarily but people do ask about that.
Q. Let me ask you, so far as the medications are concerned, is there a doctor's order in each file for medication?
A. If the doctor orders medications, that's written in the chart.
Q. Would that be like a doctor's order separate and apart from the -- I think I've got a medication list here. Let me see. Something called a medication record, and it has dates across the top. I'm going to show it to you and see if you recognize the form.
A. Yes.
Q. Is that where they keep track of the administration of medications?
A. Yes, the administration.
MR. POOL: Hold on. For the record it's a form stating, Pemiscot Memorial Health Systems Medication Record.

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Q. Now, on this record if there is not an entry showing medication being administered, does that mean that it wasn't administered as far as you are concerned?
A. Yes.
Q. Now, who at Resolutions would be prescribing medicine for Ruth Pierce?
A. Dr. Jim Pang and Dr. Arshad.
Q. Okay. If you had something like diabetes medicine, who would prescribe that? Would Dr. Pang prescribe that or Dr. Arshad?
MR. POOL: Object to the form of the question, foundation. You can answer if you know.
A. It could be either one. They are both medical doctors.
Q. If one doctor is prescribing medicine, does the other doctor also prescribe it for the same patient?
MR. POOL: Object to form.
A. Can you clarify that?
Q. Sure. If you've got one doctor who has prescribed medicine for somebody, will the other doctor -- say if Dr. Pang has prescribed certain medication, would it be unusual for Dr. Arshad to come in and take that medicine away or would it be left to

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the doctor who prescribed it?
MR. POOL: Object to form.
A. That would be something between the two doctors.
MR. BRUCE: Okay. I have no further questions of this witness.
MR. POOL: Anyone have any questions of Ms. Moore?
MR. GRIMM: None.
MR. McNEILL: I'll reserve. Thank you.
MR. POOL: We'll waive presentment and read and sign.
MR. REEVES: No questions.
(The deposition concluded at 3:05 p.m.)

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DEPONENT'S SIGNATURE

I, BONNIE MOORE, the deponent in the foregoing deposition, do hereby certify that I have read the 74 pages of typewritten material and that the same is, with the corrections noted on the attached page, if any, a true and correct transcription of my deposition upon oral examination given at the time and place herein stated.

BONNIE MOORE

Subscribed and sworn to before me this day of , 2013.

(Notary Public)

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CERTIFICATE

I, the undersigned, a shorthand reporter of the State of Missouri, do hereby certify that there came before me at the time, date, and place hereinbefore indicated the witness named on the caption sheet hereof, who was by me duly sworn to testify to the truth of said witness's knowledge, touching and concerning the matters in controversy in this cause; that the witness was thereupon examined under oath, the examination taken down by me in shorthand; and that the deposition is a true record of the testimony given and of all objections interposed.

I further certify that I am neither attorney or counsel for nor related to or employed by any of the parties to the action in which this deposition is taken, and further that I am not a relative or employee of any attorney or counsel employed by the parties hereto or financially interested in the action.

Dated at Sikeston, Missouri, this 15th day of July, 2013.

SHORTHAND REPORTER

IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
SOUTHEAST DIVISION

RUTH PIERCE by Shirley Dodd Guardian and Conservator, Plaintiff,	)	
vs.	)	Civil Action No: 1:11CV00132CEJ
PEMISCOT MEMORIAL HEALTH SYSTEMS, et al. Defendants.	)	

Exhibit J
Deposition of Jim Pang, M.D.
June 19, 2013

Exhibit J- Deposition of Jim Pang, M.D.

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
SOUTHEAST DIVISION

RUTH PIERCE,
Plaintiff,
vs
PEMISCOT MEMORIAL HEALTH SYSTEMS, et al.,
Defendants.
Case No. 1:11CV00132CEJ

DEPOSITION OF JIM PANG, M.D.

The deposition of JIM PANG, M.D., a witness in the above-entitled cause, taken before Carrie C. Kordahl, Shorthand Reporter and Notary Public in and for New Madrid County, Missouri, at 711 Ward Avenue, Caruthersville, Missouri, on the 19th of June, 2013, commencing at 3:10 p.m.

APPEARANCES

JIM R. BRUCE, Attorney at Law, P.O. Box 37, Kennett, MO 63857, appearing on behalf of the Plaintiff.

JOHN GRIMM, Attorney at Law, P.O. Box 1150, Cape Girardeau, MO 63702, appearing on behalf of Defendant Bloom.

SCOTT R. POOL, Attorney at Law, 3225 Emerald Lane, Suite A, Jefferson City, MO 65109, appearing on behalf of Defendant Moore.

PAUL McNEILL, Attorney at Law, P.O. Box 3077, Jonesboro, AR 72403, appearing on behalf of Defendant Pang.

W. EDWARD REEVES, Attorney at Law, P.O. Box 169, Caruthersville, MO 63830, appearing on behalf of Defendant Pemiscot Memorial Health Systems.

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EXHIBITS

STIPULATION

It is stipulated and agreed by and between the parties hereto by the respective counsel that the deposition of JIM PANG, M.D., may be taken at 711 Ward Avenue, Caruthersville, Missouri, on the 19th day of June, 2013, commencing at 3:10 p.m., before Carrie C. Kordahl, shorthand reporter; that the deposition is taken pursuant to notice; that the reading of said transcript is hereby waived by the parties; that said deposition is taken pursuant to the Missouri Rules of Civil Procedure and may be used in accordance therewith; that all objections or exceptions may be reserved until the time of trial except objections and exceptions relating to the form of the question and the responsiveness of the answer.

JIM PANG, M.D.,
having first been duly sworn by the court reporter, was examined and testified as follows:

DIRECT EXAMINATION

BY MR. BRUCE:

Q. Dr. Pang, my name is Jim Bruce. You've been here through two depositions already so you know pretty much what I'm going to say to start with. As I ask some questions today if there is a question you don't understand, if you will let me know, I'll try to rephrase or ask it in a different way so that you do understand. Is that agreeable to you?

A. Yes.

Q. Dr. Pang, would you state your name, please.

A. Jim Pang Junior.

Q. How do you spell your last name?

A. P as in Paul a-n-g.

Q. Are you from Thailand?

A. No.

Q. What is your nationality or --

A. My grandparents came over from China.

Q. Okay. I think I saw your name signed at the end, and I was trying to figure out what the origin of the name might have been.

A. I forget, but anyway, I don't know much about

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that.
Q. I think it was P-a-u-n-g, and I thought maybe I misspelled it. I'm glad to know that I didn't.
MR. MCNEILL: He is from a foreign country. He is from Arkansas.
MR. GRIMM: Where everybody is suspect from down there.
MR. MCNEILL: I do want the doctor to read and sign on the record.
Q. Dr. Pang, what's your date of birth?
A. 8/25/1952.
Q. Okay. And where do you live?
A. [redacted].
Q. How long have you lived in Memphis?
A. Since 1987.
Q. Any thought about moving up this way?
A. I've thought about it, but I have got a grandchild now close by.
Q. Do you commute back and forth on a daily basis?
A. Yes.
Q. Are you up here every day during the week?
A. Monday, Wednesday, and Friday.
Q. Do you have a private practice in Memphis?
A. When you say private practice, do you mean do

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I do other things?
Q. I guess that would be a good definition.
A. Okay. Monday, Wednesday, and Friday I come here. Tuesdays I go to Marks, Mississippi, and Forrest City, Arkansas, and on Thursdays I do the same thing.
Q. Marks, Mississippi, and Forrest City, Arkansas. Okay. Do you operate a clinic there?
A. No, I don't.
Q. Are you associated with a hospital?
A. Yes.
Q. And what hospitals are those?
A. Quitman County Hospital in Marks, Mississippi, and in Forrest City it's Forrest City Memorial Hospital, Forrest City, Arkansas.
Q. And what kind of practice do you have there?
A. I'm the medical director of their geriatric -- both have geriatric units.
Q. How long have you been working with geriatric patients?
A. At least 15 years.
Q. Does that include people in nursing homes?
A. I don't think I've done much nursing home work in my career. Maybe the last three years I've done some nursing home work but not much.
Q. Would this be mainly people who are referrals

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from nursing homes?
A. These are people who are in need of psychiatric consultation, and they call me and I go out there.
Q. Let me ask you, Dr. Pang, are you familiar with a term referred to as transfer trauma?
A. No.
Q. Never run across that in all of your practice?
A. No, sir.
Q. What about relocation stress syndrome?
A. No, sir.
Q. Dr. Pang, where did you go to undergraduate school?
A. It is now called Rhodes College in Memphis.
Q. And what kind of degree did you get there?
A. A BS in biology.
Q. And what year was that?
A. 1973.
Q. And after that what was your next?
A. I'm trying to remember. Medical school, University of Arkansas at Little Rock, graduated in 1977.
Q. Okay. Now, after you graduated, did you seek employment at that point?

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A. No, I -- no.
Q. What did you do after graduation?
A. I entered a residency program for psychiatry.
Q. And was that in Little Rock as well?
A. In Portland, Maine.
Q. And what school was that?
A. It was called the Maine Medical Center.
Q. And how long were you there?
A. Four years.
Q. And that would take us up through, what, 2001? Does that sound right? 1997 --
MR. MCNEILL: '81.
Q. I'm sorry. It looks like 1977 is when you graduated from Little Rock?
A. Right.
Q. And that takes you up to 1981. What happened in 1981? Did you go back to school or take a job?
A. I took a job at Maine Medical Center.
Q. How long were you there?
A. Until 1987.
Q. And what kind of practice did you have there?
A. I was a staff psychiatrist. I had a small private practice, ran clinics.
Q. And after 1997, where did you go?
A. 1987.

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Q. 1987.
A. I went to Memphis and I've been in Memphis ever since.
Q. Now, were you originally from around Memphis?
A. A little town called Helena, Arkansas.
Q. Now, in Memphis what kind of practice did you have?
A. More of a private practice. We had a hospital called Charter Lakeside that I used. You know, I was on staff there. I did see outpatients and I had a mixture of outpatients and inpatients.
Q. When did you vary or change your practice?
A. In what way?
Q. Well, from 1997 you were working in Memphis at Charter Lakeside at a private practice?
A. Yes.
Q. Did you at some point go with somebody else or --
A. I've always been in private practice by myself. I was doing that and going to one hospital, then I started to go to other hospitals, and that was 2000 -- I really don't know. 2001, 2002.
Q. And was there another hospital you went with?
A. Well, yes, I started to branch out. There was a hospital called Delta Hospital. There was a

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hospital called Parkwood Hospital.
Q. Were you working at both those hospitals at the same time?
A. Yes.
Q. And did you have a private practice along with that?
A. Yes, yes.
Q. And that would be through 2002?
A. I really -- it's hard for me to remember.
Q. After those two assignments, where did you go next?
A. I just --
Q. Well, let me start forward and go backward a little bit. When did you start with Affinity Health Care?
A. I'm thinking 2007 or 2008.
Q. And where would you have started with them at?
A. Here.
MR. MCNEILL: When you say here, I think you mean Hayti.
A. I'm so sorry.
Q. Now, where were you immediately before you went with Affinity?
A. I think I was at Quitman County, Delta, and

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Forrest City. Yeah, that's close enough. Best I can do.
Q. Were you doing all three of those at one time?
A. Yes.
Q. In Memphis where is your practice located?
A. We just moved there. [redacted]
Q. What was the name of the road?
A. Appling.
Q. A-p-p-l-i-n-g?
A. Yes.
Q. Are you still a sole practitioner?
A. I'm still by myself. Now, I don't see patients in that office in Memphis.
Q. All right. How do you run your practice down there?
A. I have a secretary who keeps me on track because I'm usually on the road.
Q. Are you going to other hospitals to see patients?
A. Yes.
Q. In other words, they don't come to you. You go to them?
A. Yes.

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Q. Okay. Now, I take it you are -- when you went with Affinity Health Care, you became the medical director here in Hayti?
A. Yes.
Q. And as medical director, what do your duties require?
A. I'm not really sure. I've never looked at a job description. I'm sure there is some paperwork I signed, but in general I don't do much.
Q. I've been looking for a job like that for a long time. So you say it doesn't seem like you are doing a whole lot. You do see patients?
A. Yes.
Q. And now, there was some testimony previously that you have a nurse practitioner?
A. Yes.
Q. How long have you had the nurse practitioner?
A. Five or six years.
Q. Ever since you've been at Pemiscot Memorial?
A. Yeah. I cannot be for sure, but at least five or six years.
Q. Does she just fill in for you seeing patients in the hospital, or does she do that as a large part of her job?
A. She just -- she makes rounds when I'm not

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there and --
Q. So would that be like Tuesdays and Thursdays she is making rounds?
A. Tuesdays, Thursdays, Sundays, and I have another nurse practitioner that comes on Saturday.
Q. And I take it she does it when you go on vacation?
A. I take very little vacation, but yes.
Q. Now, when she fills in for you, do you read the notes and things that she has written down for you while you are out?
A. Yes.
Q. What kind of notes does your nurse practitioner provide you?
A. Progress notes. It's a checklist.
Q. Is this something separate and apart from the records that are maintained at Resolutions?
A. They are in the record.
Q. Now, for the most part does that entail observations of patients?
A. Yes.
Q. And any kind of treatment that's required while you were out?
MR. MCNEILL: Object to the form. Go ahead and answer.

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A. There are observations. At times she might list some treatment.
Q. There was a question I asked Ms. Moore and she didn't know and thought that you would be better able to answer it. Dr. Arshad is also somehow or another connected with Resolutions. How is he involved with Resolutions?
MR. MCNEILL: Object to the form. Answer to the best of your knowledge.
A. It is my understanding that he is the one to handle the medical problems.
Q. Well, let me go back to Ruth Pierce. Ruth Pierce was placed on something called I think Synthroid for her thyroid when she came in. Do you recall that?
A. I recall that at some point she was on Synthroid.
Q. And she was given something for diabetes, for elevated sugar levels?
A. I seem to recall that, yes.
Q. She was also given something called Aricept. Let me see here.
A. Yes.
Q. And what is Ativan?
A. Ativan is a benzodiazepine. It is given for anxiety.

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Q. Is it different or similar to Aricept?
A. It is very different from Aricept.
Q. What is the effect of the Ativan?
A. It is for anxiety to calm someone.
Q. How does Aricept affect someone?
A. Aricept is a medicine that's given for Alzheimer's disease. It affects someone -- very little side effects. It helps with their memory, their concentration, and that's what it is.
Q. Do you know how Aricept works, how it affects -- how it improves memory?
A. I have not studied that.
Q. Does it tend to make anybody tired?
MR. MCNEILL: Object to form.
Q. Does Aricept cause a patient to become tired?
MR. MCNEILL: Same objection. Go ahead and answer if you can.
A. It is within the realm of possibility. It does not usually make a person tired.
Q. I notice that Ruth Pierce was also taking Glucophage. Would that have been something that you would have prescribed or something Dr. Arshad would have prescribed?
A. I would not have provided it.
Q. And what about Synthroid, would he have

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prescribed that or would you have prescribed that?
A. That would probably be Dr. Arshad.
Q. And Aricept, do you think that would be something you had prescribed?
A. That would be something I prescribed.
Q. And the same thing with the Ativan?
A. Yes.
Q. Now, what is Metformin?
A. Metformin, and I'm once again not an expert on diabetes, is something for blood sugar.
Q. Now, so far as the blood sugar levels and so on, did you follow that yourself or did you leave that with Dr. Arshad?
A. That was in my opinion very much Dr. Arshad's.
Q. Now, so far as something like Aricept, would he normally have not done anything with that and left it up to you?
A. He would have normally let me prescribe that.
Q. Now, I noticed initially in the record that it looks like beginning on the 16th or 17th perhaps and I'm showing you part of the record from Pemiscot Memorial.
A. Yes.
Q. It shows that she was prescribed Aricept and

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what was the dosage?
A. Five milligrams.
Q. Now, it looks like about two weeks later the dosage was increased?
A. 5/31. Okay.
Q. Why would the dosage have been increased?
A. The normal dosage is ten milligrams, and you start at five and work your way up.
Q. When you say it's the normal dosage, do you give megadoses of Aricept to someone?
A. No.
Q. Say 5,100 milligrams?
A. No.
Q. What's the upper limit on dosage on Aricept?
A. I don't know.
Q. Would you have ever prescribed more than ten milligrams for her?
A. No.
Q. I have a copy of an itemized bill from Pemiscot Memorial Hospital and been going through some of the medical bills, the charges. Sometimes she is prescribed five milligram Aricept and it refers to having two milligrams of Aricept and then ten milligrams and then 15 milligrams of Aricept, a little bit later there is ten -- I mean 50 milligrams of

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Aricept, four milligrams of Aricept, 30 milligrams of Aricept. Would you look at that and see if I'm reading that correctly?
MR. McNEILL: First of all, Jim, object to the form of the question. It mischaracterizes. You said the bill prescribed. The bill doesn't prescribe. The bill reflects the charges for the medication.
MR. POOL: Also object to foundation. It's not his record.
A. I have quickly scanned it. It's all five milligrams. Oh, you are looking over here on the side. It has to be a doctor's order before any medicine is changed. I'm at a loss.
Q. Either that or creative billing; right?
MR. McNEILL: Object as argumentative.
A. I have no idea.
Q. Would you have been concerned if somebody had given her ten to five milligram tablets of Aricept?
A. Say it again. I'm sorry.
Q. Would you have been concerned if one had given her ten milligrams of Aricept at one time?
A. Ten milligrams?
Q. I'm sorry. Ten five-milligram Aricept tablets. In other words, that would be 50 milligrams at one time or on a single day.

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MR. McNEILL: Are you asking if that happened?
Q. Would that have concerned you to find --
A. I think that I would be somewhat concerned. I think that some people do give -- I'm just trying to remember -- up to 25, 30, but I would be concerned in answer to your question.
Q. Let me ask you, at any time did you ever sign an order authorizing nurses to exceed ten milligrams of Aricept to your knowledge?
A. No period.
Q. So a nurse would not have the discretion to increase the dosage without an order from you?
A. Correct.
Q. For example, 40 milligrams of Aricept looks like was filled at $248, so the more you got the more it cost; right?
MR. McNEILL: Object to form.
A. Is that a question?
MR. McNEILL: It's a comment. Object to --
Q. Let me go back. Dr. Pang, there has been some testimony today about these multi disciplinary meetings that are held regarding patients at Resolutions. Did you attend those multi disciplinary meetings?

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A. Yes.
Q. Were you there pretty regularly for the meetings?
A. Yes.
Q. Because you are probably one of the most important people to be there; right?
MR. McNEILL: Object to form.
A. Everybody is important, but yes.
Q. At those meetings tell me what normally would go on at one of the meetings.
A. We would discuss the patients and that was about it and then we would go about our business.
Q. What kind of things did you discuss about the patients?
A. How they were doing, follow up.
Q. Medications?
A. Sometimes.
Q. Let me ask you, looks like as we calculate the 96-hour commitment that she was ordered to Resolutions on expired on the -- I believe the 20th of May. The order was entered on the 15th. She came in on the 16th, and she would have been eligible for discharge 96 hours later. Is that your understanding?
MR. McNEILL: Object to the form of the question.

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A. Would you say that question again.
Q. Ruth Pierce was placed at Resolutions for a 96-hour commitment and treatment on May 16th for 96 hours. Okay. That would be roughly four days; correct?
A. Yes.
Q. At the end of the four days, she would have been eligible for discharge; is that correct?
MR. McNEILL: Object to the form. It's vague. Are you asking medically eligible, legally eligible?
A. Yeah, and I'm not a lawyer.
MR. POOL: Object to the term eligibility.
A. It depends on how one defines eligibility.
Q. I didn't use the word eligibility. They did.
MR. GRIMM: No, you did.
A. But I will say she was not ready for discharge.
Q. And therefore she wasn't discharged?
A. She was not discharged because she was not ready to be discharged.
Q. Was that a determination that you made?
A. It was made by -- all our decisions are made in a treatment team meeting decision.

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Q. And at each one of those meetings you normally would note that she needed another week. Do you recall that? That you would write in your notes requires another week?
MR. McNEILL: I'm going to object to the form. When you say in your notes, you mean the notes or his notes? Because I don't think he wrote that.
Q. I guess in the treatment notes you would make some kind of recommendation that she be kept for another week. Would that be normal practice?
A. No.
Q. What would be the normal practice so far as a recommendation?
A. The normal practice would be to take each individual patient and, you know, come up with a time.
Q. Well, if you just -- if you just indicate that she is going to be staying another week, would that just be postponing making a decision?
MR. McNEILL: Object to form. Answer if you can.
A. I discharge patients when they are ready irregardless of the treatment plan.
Q. Okay. On July 22nd was it your opinion she was ready for discharge?
A. What day was that?

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Q. That was the day she was discharged.
A. And what's the question?
Q. Was she ready for discharge on that date?
A. In my opinion she was ready for discharge on that date because you showed up and you said that you would take care of her needs.
Q. You weren't present?
A. Sir?
Q. You weren't present at that time, were you?
A. I was well aware of my patients.
Q. Okay. Are you talking about something you've read in the medical record Ms. Moore wrote?
A. That was based on my medical judgment based on what I knew about Ms. Pierce.
Q. So was it your opinion that she was able to go home if somebody made some arrangements for her?
MR. McNEILL: I'm going to object to the form of the question. I think it's vague, made some arrangements for her.
Q. Okay. What kind of things did you feel needed to be provided for her in order for her to go home?
A. I am not a social worker. Many times social workers do that kind of thing. I pretty much let other people set a lot of that up, but I'm sure that she

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needed her daily needs taken care of and supervision as she -- like she could get in an assisted living or nursing home.
Q. Dr. Pang, I'm going to show you something that's referred to as Physician's Answers to First Interrogatories. Can you tell me what that is?
A. It's Physician's Answers to First Interrogatories.
Q. So that's something that you prepared?
A. This is not my handwriting, no. I didn't exactly prepare it.
Q. What do you mean you didn't exactly prepare it?
A. I signed it.
Q. Okay. The information contained on there, is that information you provided?
A. Some of the information I provided.
Q. You mean somebody else put information on there that you didn't provide?
A. It is possible.
Q. Did you read over it carefully before you signed it?
A. I don't know.
MR. BRUCE: Dr. Pang, in this -- I'll tell you what, let's mark that as Plaintiff's Exhibit 1.

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(Plaintiff's Exhibit No. 1 marked for identification.)
Q. Did someone contact you and ask you to provide these responses to interrogatories?
A. I don't -- I don't recollect.
Q. You have no idea how that came about?
A. No.
MR. McNEILL: Object to form.
Q. Did you have any contact with anybody from the Missouri Health and Senior Services?
A. No.
Q. Did someone fill this out for you to sign?
A. Most likely.
Q. And none of the handwriting except the signature is yours; is that correct?
A. Correct.
Q. Okay. And I notice this doesn't have a case number, a state number on it.
MR. McNEILL: Let me see it a minute.
MR. BRUCE: Do you need to look at it?
MR. McNEILL: No.
MR. BRUCE: Let me go ahead with it.
MR. McNEILL: We'll agree the document speaks for itself. There is no number on it.
Q. And on the back it is purportedly witnessed

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by a notary public on June 1st; is that correct?
A. June, yes.
Q. Now, there is no notary signature though, is there?
A. No what? I'm sorry.
Q. The notary didn't sign it, did they?
A. It doesn't look like it did.
Q. Now, in the report you note --
MR. McNEILL: You mean interrogatory answers?
MR. BRUCE: What did I say?
MR. McNEILL: In the report.
Q. I'm sorry. In the response to interrogatories you gave a diagnosis and prognosis of her present physical and mental condition and you give one through five. What do the one, two, three, four, and five represent? Why do we have five items?
MR. McNEILL: Do you mean what do the numbers one through five represent?
Q. Yes. One of them says none.
A. Sure, sure. Axis I is usually the clinical diagnosis or what you think may be going on, Axis II is a personality diagnosis, Axis III is a medical diagnosis, Axis IV is the psycho social situation, and Axis V is usually an estimation of one's functioning.

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Q. Now, so far as the first diagnosis, dementia, anxiety, and schizophrenia --
MR. McNEILL: Jim, it's all the diagnosis. The Axis I diagnosis I think is what you want to ask.
Q. Okay. So the clinical diagnosis that you had there is dementia, anxiety, and schizophrenia. What do you mean by anxiety?
A. Anxiety is a symptom of when someone is worried, upset.
Q. Okay. Let me ask you, if somebody were taken out of their home and placed in a psychiatric unit, would that tend to upset them?
MR. McNEILL: Object to form. Too vague to answer. Go ahead.
A. Well, everybody is different.
Q. Let me ask you, so far as Ruth Pierce is concerned, you indicate anxiety. Would that have been a reason why she would have some anxiety, being taken out of her home and taken to Hayti and put in a psychiatric unit for two weeks?
MR. McNEILL: Object to form.
A. My answer is no. People with dementia have a great deal of anxiety. She was brought into the hospital with enough issues to be anxious on her own, so my answer is no.

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Q. But wouldn't you admit that that would certainly increase her anxiety?
MR. McNEILL: What's that? Object to the form.
A. I think it depends on the person.
Q. Now, a little bit later someone has her to sign a voluntary admission form. Have you read the nurses' notes in that situation?
A. Okay. Now what is the question?
Q. A little bit later a voluntary admission form is obtained from her where she signed it. You are aware of that?
A. I'm aware of that.
Q. It was attached to the complaint that was served?
A. Uh-huh.
Q. And also there were notes from the nurses about how that was obtained and what her reaction was to it. Do you recall what her reaction was to that?
MR. McNEILL: Object to form.
Q. Do you recall what her reaction was to as she claims being tricked into signing a voluntary admission form?
MR. McNEILL: Object to form. Jim, you are asking about events that occurred when he wasn't

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present, so if you want to ask him to assume certain things, that may be proper, but he has no direct knowledge.
Q. Let me ask you, Dr. Pang, you make decisions all the time without direct knowledge. You rely on what other people write and what other people say all the time, don't you?
MR. MCNEILL: Object to form. I don't know what all the time is.
A. Yes.
Q. In fact, much of the diagnosis you have here is based on information other people have provided; is that right?
A. That happens a great deal, yes.
Q. Do you recall in some of the records at Resolutions someone talking to Ruth Pierce about how she came to Resolutions and she made the comment that Billy Joe talked to her and got her to come to Resolutions?
A. No.
Q. And I take it you don't recall the note at the bottom which said, "He has been dead for five years"?
MR. MCNEILL: I think there is 510 pages of records. If you want to ask him about a record, show

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it to him and maybe he'll remember from four years ago and maybe he won't but --
Q. Would that be the kind of thing that would be important to you?
A. It would be one of the many factors as would any piece of information.
Q. But I mean if you thought she was -- would that make you think that she was delusional if she said that somebody that had been dead for five years had talked her into coming up there?
MR. MCNEILL: Object to the form. Answer if you can.
A. I would have to factor that in within the big picture.
Q. How would you factor that in?
A. I don't know how to factor in. I just would.
Q. But it would be an important piece of information, wouldn't it?
A. It would depend on the patient.
Q. Would that kind of information make you think she had dementia?
MR. MCNEILL: Object to form. Answer if you can.
A. I don't know.
Q. Now, would it also be significant to find out

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that a person named Billy Joe was the chief of police in Steele who brought her to the hospital?
MR. MCNEILL: Is that a question?
Q. Would that be significant in your --
MR. GRIMM: What's significant? The name or the fact that --
Q. The fact that Billy Joe -- that someone said he had been dead for five years was, in fact, the chief of police that brought her to the hospital. Would that be significant in your analysis?
MR. GRIMM: And I also object. It's argumentative and it suggests that the prior information was significant.
MR. MCNEILL: Object to form. Go ahead and answer.
A. It would depend on my medical judgment.
Q. Okay. If someone said that she thought the people were tampering with her cable vision, would that be significant to you?
MR. MCNEILL: I object to form. Go ahead and answer.
Q. Would that make you think that she was delusional when she said people were tampering with her cable vision or that people were listening on her telephone?

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A. It would once again depend on my medical judgment and the patient.
Q. Is that a factor that you would have figured into your analysis of her situation?
A. What's the question?
(The requested portion read by the court reporter.)
A. It would depend on my medical judgment.
Q. If you wrote it down in a discharge summary, would that even mean that you considered it to be significant?
MR. POOL: Wrote what down?
Q. Anything that you wrote down about her.
MR. MCNEILL: First of all, I don't think he wrote the discharge summary, but nonetheless I'll object to the form.
Q. If you wrote a report and you put that in there as one of the basis for your report, that would mean you thought it significant, wouldn't it?
MR. MCNEILL: Put what in?
Q. Do you understand what I asked?
A. That someone was playing with her cable?
Q. If you wrote that in there to indicate that you thought she was delusional, that means that you believe that no one was playing with her cable and she

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was imaging things. Is that what you would understand?
A. It depends on my medical judgment. One fact doesn't always, you know, help me make the decision.
Q. Would it be significant to know that she didn't have cable, that she had a black and white TV and hadn't had cable?
MR. McNEILL: Object to the form.
Q. Would that be important to you?
A. It would be another piece of information.
Q. And if someone said she thought she was a dog, would that be an important piece of information to your analysis?
A. It would depend on my medical judgment.
Q. If somebody said that a girl -- she thought a girl crossing the street was a dog and she was going to take care of her, would that be an important factor for you to consider?
MR. McNEILL: Object to the form of the question.
Q. Do you understand the question?
A. Barely. Can you try again?
Q. Yes. If someone wrote in a report that she thought a girl crossing the street near her home was a dog and that she was going to take care of her, would that be an important factor for you to consider?

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MR. McNEILL: Object to form. Answer if you can.
A. Again, it's another piece so that I can make a decision with my medical judgment.
Q. Well, let me ask you, during the whole time she was at Resolutions, there is no indication that anybody ever made any note that she thought she was a dog, is there?
A. I have no idea.
Q. Have you reviewed the medical record?
A. It's been -- I reviewed the medical record but I cannot recollect.
Q. Did she ever tell you she was a dog? Did she ever bark?
A. I do not recollect.
Q. Were you ever present when she made any threat to harm any person?
A. I do not think so.
Q. So any information you have in that regard would be information other people have provided?
A. Which is -- what's the question again?
MR. BRUCE: Read back the question.
(The requested portion read by the court reporter.)
A. It is definitely part of how I make my

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medical judgment, yes.
Q. In other words relying on statements by other people?
A. Yes.
Q. By the way, what are they using now? DSM-5, six? What's the number now?
MR. McNEILL: Just got a new one; right?
A. Yeah, I think it's five.
Q. Well, that's been around for 15 years then, hasn't it?
A. The first one came out in 1952.
Q. Is there any time period they redo them?
A. No, they used to have one.
Q. The one I've got is DSM-IV. In other words, Doctor, aside from things that you have personally observed, everything in your report would be dependent upon what information other people have provided. Is that fair?
A. I also visited with her, saw her three days a week.
Q. That's what I said, aside from your observation?
A. Aside from my observation, I would get my information, yes.
Q. In fact, I don't know of any other source

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besides you and information other people provide. Do you know of any other source besides that?
A. You've kind of got me there, but I am sure that other doctors use the same sources.
Q. I don't have any doubt about that. That's pretty typical I think. Okay. So in your reports you are not vouching for the underlying information that was reported to you. You don't know whether it's true or not?
MR. McNEILL: You are talking about historical information?
Q. No. I'm talking about remarks other people make about Ruth Pierce that you don't observe yourself. You don't know whether they are true or not; is that correct?
A. That always factored into my medical judgment.
Q. But you accept them as being true?
MR. McNEILL: Object to form. Too vague. Go ahead.
A. I factor every bit of information into my medical judgment.
Q. And you understand why you have to get a court order is so that people have an opportunity to correct those facts. Do you understand that?

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MR. McNEILL: Object to form.
A. I've never thought about that.
Q. Did you feel that getting a court order for further detention was unnecessary?
MR. McNEILL: In this case?
Q. In Ruth Pierce's case, did you feel it was unnecessary?
A. Would you read that to me again?
(The requested portion read by the court reporter.)
MR. McNEILL: Object to the form to the extent it's asking for a legal conclusion.
A. I wanted to get a court order, but she needed to be in the hospital, and I could not release her.
Q. Okay. If you wanted to get a court order, why wasn't a petition for further detention filed within the 96 hours?
A. I don't know.
Q. Did you contact anybody asking to file a petition with the Court?
A. I usually leave that to other people.
Q. Who would you have left that to?
A. Just a staff member.
Q. What staff member?
A. I don't know.

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Q. Well, in the depositions we've taken so far, no one seems to be accepting responsibility for Resolutions. Everybody says somebody should be responsible for it but nobody --
MR. McNEILL: This is not a question. Secondly, it's a statement. Third, it's argumentative, and fourth, it's beyond the knowledge of this witness.
Q. One thing we do know is that you are responsible for actions you have taken and you had an obligation to release her or seek additional court order.
MR. McNEILL: Object to the form. That's assuming facts not in evidence and also stating a legal duty that I'm not sure is his, but go ahead.
MR. POOL: Not a question.
A. Well, my obligation was to Ms. Pierce, and I had to look at her needs first. That is what I did.
Q. Now let me ask you, are you licensed in Missouri?
A. Yes.
Q. You heard Ms. Moore talk about the I guess multi state -- what did she refer to it as?
A. Compact.
MR. McNEILL: Compact.
Q. Is there anything like that for physicians or

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do you have to be licensed in each state?
A. You have to go through a process for each state as far as I know.
Q. Do you have a separate license in Missouri?
A. I think I do, yes.
Q. And who issues the license in Missouri?
A. The Board of Registration.
Q. The Board of Healing Arts doesn't have anything to do with it?
A. Every state is kind of different.
Q. So the term Board of Registration is not necessarily the Missouri licensing bureau?
A. Right.
Q. Just kind of a generic term?
A. Yes.
Q. What other states are you licensed in?
A. Arkansas, Mississippi, and Tennessee.
MR. McNEILL: Are you still licensed in Maine?
THE WITNESS: I gave that up. Too expensive.
Q. Where was that?
A. Maine and I don't have that now.
MR. BRUCE: I think those are all the questions I have of this witness.
MR. POOL: I have none.

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MR. GRIMM: I have none.
MR. REEVES: I don't have any questions.
MR. McNEILL: I will reserve, and we will read and sign. I don't care if you want to send that to me and I'll forward it to him.
(The deposition concluded at 4:15 p.m.)

DEPONENT'S SIGNATURE

I, JIM PANG, M.D., the deponent in the foregoing deposition, do hereby certify that I have read the 40 pages of typewritten material and that the same is, with the corrections noted on the attached page, if any, a true and correct transcription of my deposition upon oral examination given at the time and place herein stated.

JIM PANG, M.D.

Subscribed and sworn to before me this day of , 2013.

(Notary Public)

CERTIFICATE

I, the undersigned, a shorthand reporter of the State of Missouri, do hereby certify that there came before me at the time, date, and place hereinbefore indicated the witness named on the caption sheet hereof, who was by me duly sworn to testify to the truth of said witness's knowledge, touching and concerning the matters in controversy in this cause; that the witness was thereupon examined under oath, the examination taken down by me in shorthand; and that the deposition is a true record of the testimony given and of all objections interposed.

I further certify that I am neither attorney or counsel for nor related to or employed by any of the parties to the action in which this deposition is taken, and further that I am not a relative or employee of any attorney or counsel employed by the parties hereto or financially interested in the action.

Dated at Sikeston, Missouri, this 15th day of July, 2013.

SHORTHAND REPORTER

IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
SOUTHEAST DIVISION

RUTH PIERCE by Shirley Dodd Guardian and Conservator, Plaintiff,	)	
vs.	)	Civil Action No: 1:11CV00132CEJ
PEMISCOT MEMORIAL HEALTH SYSTEMS, et al. Defendants.	)	

Exhibit K
Deposition of Benton Bloom
June 19, 2013

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
SOUTHEAST DIVISION

RUTH PIERCE,
Plaintiff,
vs
PEMISCOT MEMORIAL HEALTH SYSTEMS, et al.,
Defendants.
Case No. 1:11CV00132CEJ

DEPOSITION OF BENTON BLOOM

The deposition of BENTON BLOOM, a witness in the above-entitled cause, taken before Carrie C. Kordahl, Shorthand Reporter and Notary Public in and for New Madrid County, Missouri, at 711 Ward Avenue, Caruthersville, Missouri, on the 19th of June, 2013, commencing at 10:15 a.m.

APPEARANCES

JIM R. BRUCE, Attorney at Law, P.O. Box 37, Kennett, MO 63857, appearing on behalf of the Plaintiff.

JOHN GRIMM, Attorney at Law, P.O. Box 1150, Cape Girardeau, MO 63702, appearing on behalf of Defendant Bloom.

SCOTT R. POOL, Attorney at Law, 3225 Emerald Lane, Suite A, Jefferson City, MO 65109, appearing on behalf of Defendant Moore.

PAUL McNEILL, Attorney at Law, P.O. Box 3077, Jonesboro, AR 72403, appearing on behalf of Defendant Pang.

W. EDWARD REEVES, Attorney at Law, P.O. Box 169, Caruthersville, MO 63830, appearing on behalf of Defendant Pemiscot Memorial Health Systems.

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EXHIBITS

No. Description Page

NONE

STIPULATION

It is stipulated and agreed by and between the parties hereto by the respective counsel that the deposition of BENTON BLOOM may be taken at 711 Ward Avenue, Caruthersville, Missouri, on the 19th day of June, 2013, commencing at 10:15 a.m., before Carrie C. Kordahl, shorthand reporter; that the deposition is taken pursuant to notice; that the reading of said transcript is hereby waived by the parties; that said deposition is taken pursuant to the Missouri Rules of Civil Procedure and may be used in accordance therewith; that all objections or exceptions may be reserved until the time of trial except objections and exceptions relating to the form of the question and the responsiveness of the answer.

BENTON BLOOM,
having first been duly sworn by the court reporter, was examined and testified as follows:

DIRECT EXAMINATION

BY MR. BRUCE:

Q. Mr. Bloom, my name is Jim Bruce. I represent the plaintiff in this case, Ruth Pierce. I'm going to be asking you some questions concerning this case today, and if at any time I ask a question and you don't understand it, let me know and I'll try to rephrase it or ask it in a different way. Is that understood?

A. Yes, sir.

Q. Would you state your full name, please.

A. My full name, first name is Benton, B-e-n-t-o-n, middle name is Eugene, last name Bloom, B-l-o-o-m.

Q. And what is your home address?

A. [redacted], Missouri.

Q. Now, you are connected with Affinity Health Care, Incorporated; is that correct?

A. Yes, sir.

Q. And what is your relation to that corporation?

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A. I own that company and I'm the president of the company.
Q. Now, when you say you own the company, is it a stock company?
A. It's a subchapter S.
Q. Now, I was going through the responses to some of the discovery and the initial disclosures, and it asks about insurance coverage for the corporation.
A. Yes.
Q. And it indicated that there was none?
A. Correct.
Q. So at this point then I take it that you are personally liable for any indebtedness that might be incurred in this suit?
A. Yes, sir.
Q. Do you have any other insurance coverage aside from what you may have taken out yourself?
MR. GRIMM: Let me object to the form. It's not reasonably calculated to lead to the discovery of admissible evidence. I don't think it's a proper area of inquiry. If Mr. Bloom wants to answer that answer, he can.
MR. BRUCE: I think insurance coverage is always an important relevant issue. It's specifically required to be disclosed in the initial disclosures.

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MR. GRIMM: And it was. The existence or lack thereof was disclosed and any inquiry beyond that is irrelevant.
MR. BRUCE: I want to find out if he is covered by anyone else's insurance.
MR. GRIMM: If you want to ask that question, that's fine.
THE WITNESS: Should I answer that?
MR. GRIMM: Rephrase your question.
Q. Are you covered by any other insurance policy you might have taken out yourself?
MR. GRIMM: For this claim?
A. Oh, no, sir.
Q. At any time did the hospital tell you that you would be covered by their sovereign immunity or any insurance on their part?
A. That was my understanding early on, and that's why I did not go get coverage, that I thought I was protected, yes, sir.
Q. Did you think you were covered by the hospital's insurance?
A. I really wasn't clear on it. My understanding was that the hospital couldn't be sued and that would -- any contractors would fall under the same umbrella.

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Q. Did you seek legal advice on that issue?
A. Oh, no, sir.
Q. Now, so far as no insurance coverage, does that apply to you individually? Do you have any personal insurance that would cover this claim?
A. No, sir.
Q. And the corporation has no insurance?
A. Correct.
Q. Let me ask you, do you have any professional degrees?
A. I'm a clinical psychologist.
Q. And where did you get your degree?
A. I got a master's at Central Missouri State University, and then I was in a doctoral program at the University of Southern Mississippi that I did not complete.
Q. ABD or --
A. Didn't get quite that far.
Q. Okay. How did you end up going to Southern Mississippi from Warrensburg?
A. They -- I graduated Warrensburg, practiced for three years, and Southern Miss has one of the nation's best APA accredited psychology programs, so I applied to three and that was one and I chose that one.
Q. You said after you got -- was it after you

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got your master's degree?
A. Yes, sir.
Q. Now, do you have to have a master's degree before you can engage in private practice as a psychologist?
A. At that time that's correct. That's no longer correct, but at that time, yes.
Q. What's the situation now?
A. Missouri changed their licensure statutes for psychologists in that -- let's see. I believe I got licensed in '81, 1981. At that time if you had a master's in clinical, three years post master's experience, and then took the national psychology licensure test, and if you finished in Missouri at the mean or above, then you could be licensed.
That was changed. We're no longer master's level people or cannot be newly licensed psychologist. You have to have a doctorate.
Q. I take it that anybody who already has --
A. Grandfathered.
Q. Grandfathered in?
A. Yes.
Q. Now, what kind of license do you have?
A. Psychology, psychologist.
Q. And who is that -- who does the licensure?

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A. That's the Missouri State Board of Healing Arts.
Q. Now, after you finished your master's degree, the first employment you had was during the first three years; is that correct?
A. Yeah, it was.
Q. And where were you employed during those three years?
A. Let me think. I was at the Marshall Regional Center in Marshall, Missouri.
Q. How long were you there?
A. My recollection I was there for the full three years before I went to graduate school.
Q. And you went to graduate school where?
A. That was University of Southern Mississippi. Yeah, I was at the Regional Center for three years and then applied and was accepted at Southern Miss and went down there.
Q. How long were you at Southern Mississippi?
A. I was there a year.
Q. Where did you go after that?
A. As far as education?
Q. Education.
A. At that point I had no more education, but I went to Springfield, Missouri. That's when I located

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to Springfield.
Q. What was your next employment after you left Southern Mississippi?
A. It was Burrell Center.
Q. There in Springfield?
A. Yes.
Q. And what was your position there?
A. I was a psychologist, and I practiced a lot of biofeedback as well as outpatient counseling.
Q. How long at the Burrell Center?
A. I was there until 1985.
Q. And where did you go after that?
A. I was hired by a company at that time. It's no longer in existence, but it's American Medical International, which is called AMI, and it was a proprietary hospital chain, and I was hired as a marketing director at the hospital in Springfield.
Q. Did you have any background in marketing at that point?
A. Well, when I was a psychologist, I ran an employee assistance program, an EAP, and part of that we had to secure new contracts, so some level of marketing, yes, sir.
Q. So far as the marketing, what kind of marketing did you do?

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A. Well, we did radio, we did TV, we had print ads.
Q. So basically the marketing was to attract patients?
A. It was to explain to the community what services we offered at the hospital.
Q. With the idea that you would attract patients?
A. Well, sure, all hospitals want their services to be known so patients can make a choice about where they go for care.
Q. Now, after the Burrell Center where were you employed? How long were you employed there?
A. At Burrell Center that was until 1985.
Q. And then where did you go after that?
A. American Medical International.
Q. I'm sorry. How long were you with AMI?
A. I was with them -- this is an approximation but probably 1988, and then that hospital that I was at was sold to another company called Epic Health Care Group.
Q. And did you continue with Epic Health Care?
A. I did.
Q. How long were you with them?
A. Until 1992.

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Q. And what were your duties there?
A. It was similar. It was marketing director, and then I was promoted to clinic administrator where the hospital owned and operated medical clinics and I was in charge of that initiative.
Q. Now, when you say you were in charge of that initiative, what did that involve?
A. We recruited physicians. We employed physicians. We set them up in practices, made sure that they were operationally situated so they could have a viable medical practice, and in some instances we bought practices.
Q. Was this just for general hospital services, not related to mental health?
A. We had about -- this is about 20 or so clinics that we owned and operated, and the great majority were family practice, but we also had some specialty clinics and one was psychiatry.
Q. Where was that located?
A. Springfield, Missouri.
Q. And you were with Epic Health Care how long?
A. Until 1992.
Q. And what was your next employment?
A. I started my own business.
Q. And what was that?

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A. It started out as just a sole proprietorship. Initially I called it Ben Bloom and Associates, and then later we incorporated Affinity Health Care.
Q. So Ben Bloom and Associates evolved into Affinity Health Care?
A. Yes, sir.
Q. And what was the goal or the service that Ben Bloom and Associates and later Affinity Health Care later provided?
A. We focused on three or four things. One was the development and/or operation of medical clinics for hospitals and in instances for private physicians. We were also involved early on with behavioral health care services. We wrote grants, and just depending upon client need, we would also do various services such as strategic planning, financial analysis, and things of that sort.
Q. So with your previous background, it looks like maybe the medical clinic business was the first thing that --
A. No, those were all really parallel. We marketed all of those things simultaneously.
Q. How did you get into the behavioral health care?
A. Well, I'm a psychologist. I started

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behavioral health in 1972 working as a psychiatric aide at Farmington State Hospital at the time, so really it's been something I've done for several decades now.
Q. Okay. So far as the service that you provided behavioral health care, what kind of services were those? Was it marketing again?
A. Oh, you know, marketing may be a component of it. Most usually it was a development of a psychiatric program whether it be inpatient or outpatient, and then in some instances after the program was up and running, maybe it would provide oversight of that program.
Q. Did you -- at that point were you providing any operational --
A. Occasionally.
Q. -- management?
A. Yeah, occasionally depending upon the contract.
Q. When was the first contract that you had for behavioral health care and who was it with?
A. You know, that's a good question. You know, I'm really -- I'm really not sure. It probably was Humphreys County Memorial Hospital in Belzoni, Mississippi, but I wouldn't -- I'm not sure of that, but I think that was my first one.
Q. And what service did you provide them?

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A. We provided oversight of that program.
Q. Would that be similar to what you were doing at Pemiscot Memorial Hospital?
A. Somewhat, yes.
Q. Did you have key staff that you provided?
A. You know, I really don't remember. I don't think so, but I don't -- I really truly don't remember. It's been so many years ago.
Q. So would you have had any employees that would have helped run that program?
A. Probably not at the time, no.
Q. So it would have been probably you personally?
A. Yes, as best as I recollect, yeah.
Q. Did that require a good bit of your time?
A. Yeah, it was a major project.
Q. Did you live down there or have an apartment there or --
A. I commuted in my car and would stay at a motel.
Q. Okay. What other areas have you had behavioral health care programs?
A. States or --
Q. Well, have you had any contracts with states for behavioral?

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A. I thought you meant what states. What's your question?
Q. Did you have any contracts with any state agencies?
A. Oh, no, sir.
Q. Now, how many states have you provided services in?
A. Behavioral health?
Q. Uh-huh.
A. Mississippi, Louisiana, Arkansas, Missouri.
Q. Okay. We've talked about Mississippi. Was there only one facility in Mississippi that you provided services?
A. No, sir, there were others.
Q. What were some of the others?
A. Tri-Lakes Medical Center in Batesville, Mississippi; North -- let me think of the name -- North Sunflower County Hospital in Ruleville, Mississippi; King's Daughters Hospital, Yazoo City, and I think that may be it.
Q. What about Louisiana?
A. That was in a town called Rayville, Louisiana, and the client was Richardson Medical Center.
Q. And again, that would be services which you

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provided?
A. That one was, yes.
Q. What about the other three that you mentioned in Mississippi, were they the same kind of services?
A. Very similar, yes.
Q. Now, at any of these facilities did you have any staff, any employees, that you used to help operate those programs?
A. Let me think. At Ruleville I don't believe I had staff. Tri-Lakes, no. Yazoo City, I don't believe so.
Q. When you say you had no staff, that means you had no employees?
A. Yeah, that were working there.
Q. Did the corporation have any employees besides yourself?
A. From time to time I would have secretarial support.
Q. So you were basically work force of the corporation, you put together the programs, set them up without any employees?
A. To a large extent.
Q. Did you employ any independent contractors in any of these facilities to assist in the operation of the hospitals?

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A. Yeah, let me think back. At Ruleville I had a -- you know, I really don't remember if I entered into the independent contractor relationship with a psychiatrist or not. At Batesville, I don't believe so. Yazoo City, no. You know, this is an I think because it's been so long ago, but I don't think so. I could research my records and come up with something definitive.
Q. In most of these programs, did you have any involvement in the selection of the staff that would operate at the hospital?
A. Sometimes, sure.
Q. Were those usually contractual provisions that gave you the right to screen or --
A. I don't remember what was in the contracts, but usually it was a very collegial relationship where we would all do that together.
Q. In Missouri what facilities have you provided behavioral services?
A. I have Pemiscot here, Pemiscot Memorial Health Systems, of course. We have a contract with Washington County Memorial Hospital in Potosi, Missouri, and I believe that's it.
Q. Now, so far as the programs in Mississippi and Louisiana, are you still involved in those programs

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in any way?
A. No, sir.
Q. So the only active programs that you are working with are Pemiscot Memorial and the hospital in Potosi?
A. The two Missouri projects, yes, sir.
Q. Are there any projects in other states?
A. I have one in Arkansas at North Arkansas Regional Medical Center in Harrison.
Q. Now, the programs you have in Missouri and Arkansas, are they virtually the same kinds of programs?
A. Very similar.
Q. When you say they are very similar, how would they be different?
A. Well, a lot of it would be -- well, for example, at Potosi we have outpatient services there only and we don't have inpatient. That would be a difference. Here at Pemiscot we're inpatient only as far as my involvement, and at Harrison currently we're inpatient only.
Q. Now, when you say so far as Pemiscot is concerned inpatient only so far as your involvement?
A. Yes, sir.
Q. How is that now?

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A. That I have a contract to work with the inpatient psych portion of it.
Q. Has your contract changed any in the past three years?
A. I don't know if it's changed in the past three years or not. It may well have. I would have to go back and look.
Q. Are you compensated for outpatient services that were provided?
A. Early on I was. When we initiated this contract many years ago, the plan was to develop outpatient as well as inpatient, so for a period of time there was an outpatient focus, but it was not long and then I went strictly inpatient.
Q. That was the agreement that you had with Pemiscot Memorial?
A. Yes, it was. So that agreement changed I really think a couple of times. I would have to go back and look.
Q. Okay. Would there have been an addendum to your original service agreement?
A. I don't recall if there was an addendum or just a --
Q. You stopped doing it?
A. No, no. There would have been either an

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addendum or a new contract signed, and I don't recall. You know, that's to the best of my recollection. I would really have to go back and look at exactly what is in the agreement.

Q. Now, your original contract I think began on April 1st, 2009, and it was for three years; is that correct?

A. Let's see. When did they open that unit? I think we opened it in '08. That may have been a modification of the original agreement.

Q. Let me show you.

A. Sure.

Q. What I'm showing you is what's designated as a service agreement.

A. Yes.

Q. With a date I believe of May 1st.

A. Okay.

Q. And it indicates that it would start in April and would go for three years.

A. Okay.

Q. So in that case you should have been up for a new contract to be signed in 2012. Do you know whether the new contract was signed in 2012?

A. I don't remember.

Q. Now, at Pemiscot Memorial did you have any

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employees?

A. Yes.

Q. How many employees did you have?

A. I had Bonnie Moore, psychiatric nurse, and she is my only employee there.

Q. Have you had other employees there?

A. I don't believe so.

Q. Did you have anybody hired as an independent contractor?

A. Yes.

Q. Who were those individuals?

A. That's Dr. Pang.

Q. Now, does Affinity have a contract with Dr. Pang?

A. Yes, sir.

Q. Now, so far as that contract is concerned, is he compensated at a flat rate?

A. He is.

Q. I believe in your contract with the hospital you received payment based on the number of admissions; is that correct?

A. I did at one point.

Q. How are you paid now?

A. It's a flat fee now.

Q. What is that fee?

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A. It's around $38,000 a month.

Q. And when did that change?

A. I'm not sure. I'm going to say a year or two ago, but that's a guess. I don't really remember.

Q. So far as employees such as Bonnie Moore --

A. Yes.

Q. -- is she paid out of the 38,000?

A. Yes, sir.

Q. And what is her salary?

A. 120,000.

Q. Is she provided any mileage or transportation or vehicles?

A. No.

Q. Any fringe benefits?

A. No.

Q. No insurance?

A. Well, I do reimburse her for her professional liability.

Q. What about health insurance?

A. No, sir.

Q. Now, she is an employee. She is not an independent contractor?

A. Correct.

Q. And so she would be paid by a check or something from Affinity Health Care?

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A. Yes.

Q. Dr. Pang would be paid by a check from Affinity Health Care?

A. Yes.

Q. Anybody else that you had as an independent contractor working in that facility?

A. Yes, Dr. Arshad who is an internist. He provides medical services for Resolutions.

Q. How long has he been doing that?

A. Since we opened the unit.

Q. When you say provides medical services, would those be different from services that would be provided by Dr. Pang?

A. Yes, sir. Every patient that's admitted to Resolutions has to have a history and physical within 24 hours upon admission and then follow every patient then as needed that needs to be followed medically. Dr. Arshad provides those services.

Q. Does Dr. Pang provide any of the same services?

A. You know, you would have to ask him if there is ever any duplication, but generally speaking the answer would be no.

Q. Anybody else that you've ever employed either as an employee or as a contractor at Pemiscot?

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A. I can't recall anyone.
Q. I believe at one time you had a fellow by the name of Dale -- is it Robinson?
A. Dale Robinson. He is an LPC. He was an employee of mine when we opened up, yes. Thank you.
Q. I noticed in all of the initial disclosures that you list everybody who came in contact with Ms. Pierce but nobody ever mentioned Dale Robinson.
A. I don't know. Was he still there at the time?
Q. Yes.
A. Okay.
Q. Let me ask you, how long was Mr. Robinson employed there?
A. You know, not that long. I mean I didn't even remember him, but you know, I don't know. He wasn't there that long.
Q. You say he was an employee?
A. I believe he was an employee. I would have to go back and look, but I'm pretty sure he was.
Q. And what was he employed for?
A. He was a licensed professional counselor and he would do counseling.
Q. What kind of counseling would that be?
A. Individual, group, family.

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Q. Now, what kind of documentation is there in a client's file or a patient's file with regard to counseling? Is there a counseling report written up any time he would have --
A. Yeah, they document each therapeutic interaction.
Q. When you say they document, does that mean it's done like doctor's notes from a visit?
A. Yes, summarizing what occurred during the episode.
Q. Now, I notice on many of the group sessions with other individuals that Mr. Robinson signs off, or did you have any people who were trainees or --
A. I don't know who he would have signed off on. I don't recall that.
Q. Let me ask you, what involvement did you have with the operation of the program at Pemiscot Memorial?
A. As far as day-to-day operations, not much.
Q. Then who did have charge of the day-to-day operations?
A. Bonnie Moore is the program director.
Q. Now, are you generally familiar with the Missouri laws on involuntary commitment?
A. To some extent.
Q. Well, I have misplaced the statutes.

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MR. REEVES: Is there a book I can pull off the shelf for you, Jim?
MR. BRUCE: Well, yes, I think it's going to be -- let's see. 632.305.
MR. GRIMM: You still have books on the shelf?
MR. REEVES: Books on the shelf are all I'm qualified to look at.
Q. Now let me ask you, so far as the Resolutions unit at Hayti, was Bonnie in charge of the program? Was she the chief administrator for that program?
A. Was she?
Q. Yes.
A. Yes, she has been since we opened up.
Q. Okay. The statutes refer to a head of a mental health facility as being the superintendent or other chief administrative officer of the mental health facility or his designee. Would that have been her?
MR. POOL: I'll object to the extent you are asking for a legal conclusion.
MR. GRIMM: I join.
THE WITNESS: I'm sorry?
MR. GRIMM: You can go ahead and answer the question.
MR. POOL: We're just making our objections

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for the record.
A. And the question was?
Q. In the statute the term head of mental health facility refers to a superintendent or other chief administrative officer of the mental health facility. Would she have fit into that category?
MR. POOL: Same objection. Go ahead.
A. It sounds like --
MR. POOL: And if you would identify, Jim, what statute you are reading him.
Q. Yes. I'm looking at Section 632.005 which is definitions. Now, the statutes also refer to a mental health coordinator. Have you heard that term or familiar with that term?
A. No.
Q. The statute defines a mental health coordinator as a mental health professional who has knowledge of the laws relating to hospital admissions and civil commitment and who is authorized by the director of the department or his designee to serve a designated geographic area or mental health facility and who has the powers and duties and responsibilities provided in this chapter.
MR. GRIMM: Is there a question?
MR. BRUCE: There will be in just a moment.

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MR. GRIMM: Okay.
Q. So far as the mental health coordinator, someone who is familiar with the commitment procedures and who advises patients that come into the hospital, would that have been Bonnie Moore as well?
MR. GRIMM: Let me object to the form of the question. I'm not sure I understand the question, and I think you are asking him whether -- if you are asking him whether Bonnie Moore is the statutorily defined mental health coordinator, I would object to the form.
It calls for a legal conclusion. Might have a little bit of passing knowledge in this area. I don't believe that mental health coordinator is privately employed. I believe -- my knowledge is that is a state employee or someone designated by the state to cover a particular area to provide mental health advice to mental health facilities in a geographic area. But subject to that objection, if Mr. Bloom knows the answer to the question, he can try to answer.
MR. POOL: And I'll join.
MR. McNEILL: Can we have the stipulation, Jim, that objection by one inures to all?
MR. BRUCE: Yes.
A. Would you restate your question, please?
Q. I asked you about mental health coordinator

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and I think you indicated that you didn't know whether Bonnie Moore fit that requirement or not.
A. My understanding of that, of the coordinator, is that that's an individual that is authorized by the state to provide support relative to these sorts of proceedings. My recollection is that this was an individual that I believe may have been at Family Counseling Center at that time over in Kennett, but I'm not sure.
Q. Now let me ask you, did the state have a contract with Family Counseling to respond to hot line reports?
A. I have no idea.
Q. So you don't know whether they were hot line reports or whether they were mental health coordinators?
A. I have no knowledge of any contracts with other agencies. I don't know.
Q. So your comment regarding Family Counseling was just speculation on your part?
A. Absolutely.
Q. The statute defines psychiatric nurse as a registered professional nurse who is licensed under Chapter 335 and has at least two years experience as a registered nurse in providing psychiatric nursing

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treatment to individuals suffering from mental disorders. Was Bonnie Moore classified as a psychiatric nurse?
A. Yes.
MR. GRIMM: Object to the form of the question to the extent that it calls for a legal conclusion. To the extent you know, you can answer.
A. Restate the question.
Q. Okay.
MR. POOL: And Jim, with respect to these questions where you are reading the statute to him and asking certain questions, can we just have a continuing line of objection to the extent you are asking for a legal conclusion so we don't have to interrupt you and have you repeat the question?
MR. BRUCE: Yes.
MR. POOL: Is that fine with you, John?
MR. GRIMM: Yes.
MR. POOL: Paul?
MR. McNEILL: Yes.
MR. REEVES: Yes, absolutely.
Q. The statutes impose responsibility on a private health facility for performing certain acts and designates the individuals who are to do that with the facility, so if the statutes require that you provide a

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psychiatric nurse to provide a service, you would have to know who the psychiatric nurse would be under the statute, wouldn't you?
MR. GRIMM: Let me object to the form of the question.
Q. All right.
MR. GRIMM: Go ahead. You can answer if you --
A. Yeah. According to that definition, we have multiple RNs that would qualify as a psychiatric nurse on those issues.
Q. Who are those?
A. Ronnie -- Randy DeProw, Bonnie Moore, and some others whose names I can't recall that would have been there at that time.
Q. Randy DeProw and who else?
A. Bonnie Moore.
Q. Anybody else?
A. I don't recall back in 2009 who would have been there.
Q. Now, Bonnie was employed as what?
A. Program director.
Q. In fact, I think when I asked you about Bonnie Moore you told me that she was a psychiatric nurse?

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A. She is.
Q. Now let me ask you, so far as the facility there, are you required to have a medical director for Resolutions?
A. Yes.
Q. Does that person have to have any kind of training in psychiatry?
A. Yes.
Q. Who is the medical director?
A. Dr. Pang.
Q. And what are his duties?
A. As medical director, he provides 24/7 call coverage, he conducts -- which means he accepts phone calls at all times on patient related matters including potential new admissions. He oversees multi disciplinary staffings, works with families and other agencies as needed on behalf of our patients.
Q. Let me ask you, so far as the positions, Dr. Pang's position and Bonnie Moore's position and Dale Robinson's position, were there written job descriptions for those positions?
A. Yes.
Q. Do you have copies of those?
A. Not with me.
Q. Let me ask you, do you maintain personnel

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files on independent contractors and your employees?
A. We do.
Q. Do you know when Dale Robinson left employment with --
A. No, sir, I don't recall.
Q. Would that have been around August of 2009?
A. I don't know.
Q. But you would have records and be able to verify that?
A. Oh, sure.
Q. Let me ask you, did Dale Robinson leave voluntarily?
A. He resigned.
Q. Was he forced to resign under threat of termination?
A. Yeah, I wouldn't put it like that, but he resigned. He was in a difficult situation.
Q. Was he asked to resign?
A. I don't know. I don't remember and I met with him, but I don't remember if he was asked.
Q. Who else met with him?
A. I don't know.
Q. Did Bonnie Moore meet with him?
A. I don't know. I don't recall.
Q. Did he file for unemployment benefits?

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A. I don't recall.
Q. There is a lady named Johnna McCrary that worked there. I believe she was a -- I think she was trying to get her year experience in so she could be a clinical psychologist. Is that the proper term?
A. I don't know what she was. I remember Johnna, but I don't know what she was working towards. I want to say it was a licensed professional counselor, but I'm not sure.
Q. Now, after Ruth Pierce was discharged from Resolutions, the state filed a petition for appointment of a guardian. Do you recall that?
A. No, sir.
Q. You weren't aware of that?
A. I don't recall that.
Q. And after they filed the petition, are you aware that Resolutions was very active in trying to provide witnesses to support the state's claim for appointment of guardian?
A. I have no knowledge of that.
Q. Do you have any knowledge of Johnna McCrary being reprimanded because she refused to testify the way she was instructed to at Resolutions?
A. I have no recollection of that.
Q. Do you know whether Johnna McCrary was

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terminated?
A. I do not recall.
Q. Who would know whether she was terminated?
A. It's probably in her personnel file at the hospital.
Q. Is that a file that Bonnie Moore maintains?
A. No.
Q. Do you have a separate file on independent contractors? Now, she wasn't an independent contract though, was she?
A. My recollection is that she was a hospital employee, and I may be mistaken on that. She could have potentially been an independent contractor, but I think she was probably an employee.
MR. POOL: Can we take a quick break and go off the record?
MR. BRUCE: Sure.
(A discussion held off the record.)
Q. The question I had, do you know whether Bonnie Moore would have any knowledge about anybody that might have been terminated?
A. She may. I don't know.
Q. She had more contact with the individuals than you did; is that correct?
A. Yes, sir.

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Q. Saw them on a daily basis?
A. I don't know if it was daily, but yes, she certainly had more contact than I did.
Q. If a problem came up with an employee or there was concern about an employee, did she have any authority to terminate that individual?
MR. GRIMM: Let me object to the form of the question and ask you to clarify whether -- first clarify whether you are talking about a Resolutions employee or a hospital employee or what employees you are talking about as to whether she had --
MR. BRUCE: I'm talking about a Resolutions employee or contractor.
A. A Resolutions employee or contractor?
Q. I'm sorry. Not Resolutions but Affinity Health Care employee or contractor. She was a contractor. Dale Robinson was a contractor. She had authority to terminate Dale Robinson.
A. Bonnie was not a contractor. She was an employee.
Q. I understand. Did she have any authority to terminate Dale Robinson?
A. Dale reported to Bonnie.
Q. Did she have authority to terminate him?
A. For reason, yes.

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Q. Before she would terminate anybody, would you expect her to call you to discuss the matter with you before taking any action?
A. Not necessarily.
Q. Did you ask to be kept informed of events that were going on at Resolutions?
A. What sorts of events, sir?
Q. Well, any problems that came up at Resolutions, did you expect to be notified?
A. Bonnie and I talked daily many times during the day, and we talked about a variety of things.
Q. So do you feel like you were kept pretty well informed of what was going on at Resolutions?
MR. GRIMM: Object to the form, but you can answer if you can.
A. Well, yeah, it's a definition of informed, but we worked together and worked together very well.
Q. Do you feel like she kept you informed as to what was going on at Resolutions?
A. Well, it depends on the topic. There were many issues that --
Q. Generally do you think she kept you informed or did she fail to inform or conceal any information from you?
MR. GRIMM: Well, let me object to the form

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of the question. Number one, you interrupted his previous answer and didn't let him finish and then you asked a compound question in your follow up. If you will pretty much rephrase so he can answer.
A. If you'll ask the question again, I'll be happy to answer.
Q. Did Bonnie keep you informed on a day-to-day basis what was going on at the hospital -- in Resolutions rather?
A. It's impossible to define what's going on. Bonnie had -- Bonnie is a program director. Bonnie is in charge of operations. There were multiple matters on a day-to-day basis that she would handle independently.
Q. Would she keep you informed of terminations if she terminated somebody?
A. Not necessarily, no, sir.
Q. Not even if it was the only other employee you had?
A. She may have but not necessarily.
Q. So far as problems with staff or with patients, did you expect her to inform you what was going on?
A. Not necessarily, no.
Q. What involvement did you have with individual

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patients at Resolutions?
A. None.
Q. So you never saw anything, any records or anything, relating to Ruth Pierce?
A. No, sir.
Q. Never reviewed any files?
A. Never.
Q. How often were you over at Resolutions?
A. You know, I don't know.
Q. Say an average per month, how many times?
A. Probably three times a month.
Q. How long would you stay when you came?
A. Back then it was a couple three days at a time, give and take.
Q. In a month you might be over there nine days?
A. Maybe.
Q. And that would give you a chance to kind of observe and see what was going on?
A. I would be on the unit.
Q. Did you ever have any occasion to meet Ruth Pierce?
A. No, sir.
Q. Let me ask you: I believe there are meetings with staff each week regarding patients?
A. Yes, sir.

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Q. What is that called?
A. It's called a multi disciplinary staff meeting.
Q. What's the purpose of that meeting?
A. The purpose of that meeting is to review patient status and progress and to be involved with discharge planning. It's a chance for all the professionals under the medical director's leadership to be able to describe from their own perspective what's happening with a particular patient.
Q. And would that involve input from anybody that worked with that patient?
A. Yes, sir.
Q. Would Bonnie Moore attend those sessions?
A. She probably attends most. She may have other responsibilities, but upon occasion she probably does.
Q. Let me ask you, during your work on your master's degree and on your doctorate degree and since that time, have you had occasion to do any writing so far as professional journals or articles?
A. You know, I did have one article published.
Q. What was that?
A. It was on stress management techniques.
Q. And when was that?

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A. It was probably in the 1980s.
Q. And where was it published?
A. I don't remember.
Q. Let me ask you, with your background in psychology, I know you started on a doctorate in psychology?
A. Yes.
Q. Have you ever run into a term referred to as transfer trauma?
A. Transfer trauma, no.
Q. You've had no dealings with that?
A. No.
Q. Are you aware that transfer -- or do you know generally what it is?
A. No. Perhaps it goes by a different name.
Q. That's probably the most common. Another name for it is relocation stress syndrome. Are you familiar with that term?
A. No, sir.
Q. Now let me ask you, where are your corporate offices located?
A. Springfield.
Q. Where at in Springfield? Is there an address?
A. There is. It's 1031 East Battlefield Road,

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Suite 223B, Springfield, Missouri 65807.
Q. And that's Suite E?
A. It's B, B as in boy.
Q. Let me ask you, so far as I believe part of the contract indicates that you are to provide training to hospital employees that work at Resolutions?
A. Uh-huh.
Q. Do you have a structured training program that you train individuals?
A. That's something Bonnie has developed and can speak to that.
Q. So you had no involvement with a training program?
A. I probably had some level of involvement, but I do not direct it.
Q. What involvement have you had with the training programs?
A. Well, I'm sure Bonnie and I, you know, we worked together to set up training programs several years ago. What they consist of today, I'm not sure.
Q. Do you have a manual? Do you have a booklet or something that you work from?
A. Bonnie may well have developed something.
Q. You haven't yourself?
A. No.

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Q. And you are not aware of any kind of manual or training program?
A. She may well have, but I don't know.
Q. So far as mental health programs are concerned, are you familiar with a patient's bill of rights in the mental health programs?
A. Yes.
Q. And what is your understanding of what the patient's bill of rights involves?
A. It's a list of rights that they have as patients and their entitlements.
Q. Do you have a copy of those?
A. No. Well, we do at the unit, but I don't have one with me.
Q. Now, are those rights that are to be given to the patient when they come into the unit?
A. Yes.
Q. And are they to be discussed orally with the patient?
A. Yes.
Q. And who is the person responsible for doing that?
A. That would be whoever Bonnie assigns to do it.
Q. Would Bonnie do that herself occasionally?

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A. I don't know. She may.
Q. Now, do you have any kind of procedures for documenting events that are required to be performed at the hospital? Let me back up. Do you have any kind of documentation procedure that is to document things that are required to do?
A. That's the medical record.
Q. So far as advising a patient of their rights and giving them a copy of their statement, is that something that you would have a written document indicating that that was done?
A. Yes.
MR. POOL: I'm sorry. Did you say giving them a copy of their statement?
MR. BRUCE: The statement, a copy of the patient's bill of rights.
Q. Let me ask you, so far as forms that are used in Resolutions, have you been involved in developing those forms to be used?
A. Minimal.
Q. Who would have been responsible for developing those forms?
A. You know, that's usually a group process with individuals that are working on the unit where they all provide input into those.

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Q. Okay. In other words, if you wanted to have some kind of document to indicate that somebody had been read the rights that they have, you would have to have a group to put that together and design a form?
A. No, sir.
Q. Okay. Who would prepare a form like that?
A. It would either be Bonnie or someone she assigned it to, not that particular form but a medical record form.
Q. So Bonnie would normally draft forms that are used in the unit?
A. Perhaps.
Q. Now, what is your understanding of the term informed consent?
MR. POOL: Object to the form of the question to the extent it asks for a legal conclusion.
MR. GRIMM: You can answer.
A. What was the question?
Q. What is your understanding of the term informed consent?
A. That they -- just in general that they understand they are going to be a patient on the unit and the goings-on that would occur.
Q. Anything more than that?
A. Not that I know of, no.

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Q. What about informed consent so far as medication?
A. Oh, sure.
Q. And treatment options?
A. Yeah.
Q. And consequences of treatment?
A. Uh-huh, yeah, the day-to-day treatment program on the unit.
Q. Now, you were in private practice for some time, and I guess informed consent was pretty important for you when you were talking to patients; is that correct?
A. I was not in private practice.
Q. Okay. You worked in some facilities, in private facilities?
A. Well, they weren't private facilities. Well, Burrell Center is a private facility. It's not a state facility. At that time that I was at Burrell Center, they were a federally accredited community mental health center receiving federal and state funds.
Q. Receiving federal and state funds doesn't make a public entity or a federal or a state hospital.
A. Okay.
Q. You are aware of that, aren't you? Just because you receive Medicare benefits doesn't make you

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a federal agency.
MR. GRIMM: Is this relevant whether or not -- what's the question, Jim? We are debating whether the Burrell Center is a state facility, or do you have a question relating to this case?
Q. I think probably I'm getting a little bit miffed, so let me move on. We'll skip that. Let me ask you, so far as the organizational structure of Affinity Health Care, do you have a board of directors?
A. No.
Q. Well, you are an LLC -- well, you are incorporated, aren't you?
A. Yes, I'm the board.
Q. You are the board. Okay. And what kind of staff do you have?
A. At Affinity?
Q. Uh-huh.
A. I have -- my wife works for me. My kids will work for me off and on in the office, and I have Bonnie under Affinity.
Q. Now, does your wife do any program work?
A. No.
Q. So Bonnie would be the next in the organizational structure?
A. Yes.

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Q. She would report to you and then I guess any other employees would report to her?
A. Other Affinity employees?
Q. Yes.
A. No, no Affinity employees. Let me think for a second. With Affinity I have Bonnie, Pam who is my wife, and then Vicky Panette (phonetic) who runs an outpatient program for me at Potosi and --
Q. What's her last name?
A. Panette (phonetic). And Bonnie and Vicky both report to me as respective program directors.
Q. Does Vicky have the same position as Bonnie does in Pemiscot?
A. Not really. It's a much smaller outpatient program, and she does therapy as well as oversees the program.
Q. Okay. As part of Bonnie's duties, is she required to be familiar with the involuntary commitment procedures?
A. During the time we were accepting involuntaries, yes.
Q. At this point do you take involuntary patients?
A. No.
Q. When did you stop taking involuntary

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patients?
A. I don't recall. It was -- my guess is probably I'm going to say a couple three years ago, but I don't know. Bonnie could probably recall.
Q. Now, the position that Dale Robinson had, that position was not filled after he left?
A. It was.
Q. Was it filled by an independent contractor or an employee of Affinity?
A. No, it wasn't.
Q. Was that individual hired by the hospital? Was he a hospital employee?
A. She is.
Q. And who is that person today?
A. You know, I'm not -- I think Jana. I'm blocking on Jana's last name, but I think Jana was hired after Dale left. I may not be correct on that, but I didn't have any more independent contractors or employees in that role after Dale.
Q. Let me ask you so far as the billing that took place at Resolutions, what involvement did you have so far as billing for services?
A. None.
Q. How did the information about how long somebody had been there or what services they received

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or what medicines they took, how did those things come to be billed if you didn't have any involvement?
A. The completed medical record is given to the hospital and then they take it through a revenue cycle and they do the coding and the charging and the billing and the collecting.
Q. Well, do you have some kind of a charge sheet that you give to the hospital?
A. To my knowledge, no. That's already in the hospital system. I don't think we give them anything. I may be mistaken on that, but I don't think we do.
Q. So when somebody comes in and they are admitted into Resolutions, they go on a computer I take it? Is that the way the records are maintained?
A. They are now. They weren't at that time, but they are now, yes.
Q. In 2009 they weren't done that way?
A. No, they were handwritten.
THE SECRETARY: Sorry to interrupt but Ms. Moore is here.
Q. You say that they were handwritten back then?
A. Yes, the medical record.
Q. Now, the medical records are pretty voluminous. Was there a single sheet that went to somebody in accounts payable or billing so they would

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know what to charge for?
A. Not to my knowledge.
Q. Would there have been anybody at Resolutions who would have known more about the billing process than you do?
A. My contract that I have with the hospital, I believe it states that the billing portion of the services are up to the hospital, so we do not get involved in the billing.
Q. So far as the charges; is that correct? At what they charge?
A. Sure.
Q. But there has to be some way to report what takes place, what services, what counseling services are provided to the hospital so they can bill for it?
A. They review the medical record, and then based on that, they determine charges and determine diagnosis and the coding.
Q. So I take it you really don't know who the file goes to or how it's transmitted?
A. It goes to medical records, and then they take it from there.
Q. Now, what was Bonnie Moore's title again?
A. Program director.
Q. Did she perform any other functions besides

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program director?
A. Not to my knowledge.
Q. Now let me ask you, so far as Ruth Pierce is concerned, when did you first become aware that she had been committed to Resolutions for a 96-hour evaluation and treatment?
A. The day you came on the unit.
Q. Prior to that time, you had no knowledge about it?
A. That's correct.
Q. Did you have any knowledge about a voluntary admission form that was obtained from her?
A. No.
Q. Did you advise -- did you have any knowledge that a voluntarily admission form had been obtained?
A. No, sir.
Q. Let me ask you, so far as refusal of medications, what's your understanding of when a patient that's involuntarily committed to Resolutions may refuse medication?
MR. GRIMM: Object to the form of the question. It calls for a legal conclusion, but if you understand and know and have an answer, you can answer.
A. I don't have an answer to that.
Q. I'm not asking for a legal conclusion. I'm

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asking what your understanding is. You are responsible for developing these programs, working with the people. You've indicated you have some knowledge of the law. What circumstances would you honor somebody's wish not to take medication?
MR. GRIMM: Same objection, but you can answer if you can.
A. I always defer to the psychiatrist in those situations.
Q. Are there times when somebody is entitled not to take medication?
MR. GRIMM: Same objection.
A. Perhaps. Depends on the patient's condition and what the psychiatrist deems as appropriate.
Q. When was the first time you saw the records relating to someone at Resolutions obtaining a voluntary commitment form from Ruth Pierce?
A. I have never seen that.
Q. Never seen it? Your attorneys have never shown you the --
A. Yeah, I have those. I just haven't looked at them.
MR. GRIMM: What are you asking about specifically, Jim?
Q. About the -- okay. I guess the question I

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was asking you is, are you aware that Bonnie was kept -- I mean that Ruth Pierce was kept for 61 days after the expiration of the 96-hour commitment?
A. I didn't know it was 61 days, but I know she was there for several days -- several weeks.
Q. And were you aware that the hospital I guess through the involvement of your staff at Resolutions billed Medicare for about $95,000 for keeping her there?
MR. GRIMM: Let me objection to the form of the question. That assumes facts not in evidence. Also when you ask are you aware or were you aware, are you asking what period of time?
MR. BRUCE: When I say are, I'm talking about present.
MR. GRIMM: Okay.
A. John has sent me lots and lots of documentation, and I've looked at all of it, and I recall seeing a bill for Medicare, yes.
Q. At any time did you tell anyone at Resolutions that it was illegal to keep her without having some kind of authorization?
MR. GRIMM: Object to the form. You can answer.
A. I don't recall that.

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Q. Have you at any time after Ruth Pierce's discharge and prior to this lawsuit being filed, did you have any occasion to talk to Bonnie Moore about any kind of problem in keeping her longer than she should have been kept?
MR. POOL: I'm going to object. That's argumentative, form of the question.
Q. Did you talk to Bonnie about anybody keeping -- about Resolutions keeping her there longer than she should have?
MR. POOL: Same objection. Suggests she was kept longer than she should have.
A. The conversations we had about Ms. Pierce concerned her treatment and the need for her to stay there, and so we talked about that, yes, sir.
Q. When did you talk about that?
A. I have no idea.
Q. Would that have been after Ms. Pierce left Resolutions?
A. It would have been certainly after -- on or after your visit to Resolutions.
Q. So for almost two years that was the only conversation you had?
A. With whom?
Q. With Bonnie Moore about Ruth Pierce.

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A. We've had occasional conversations, sure.
Q. Let me ask you, would you have made any memos or anything to yourself as to what was going on?
A. Not that I recall.
Q. So you have no records whatsoever aside from the hospital records of your involvement or conversations between you and Bonnie Moore?
A. Not to my recollection.
Q. Do you have a file where you would keep memos of that sort if you had them?
A. No.
Q. At any time did you consult an attorney after Ruth Pierce was released?
MR. GRIMM: Let me object to the form, that it's not relevant, not reasonably calculated to lead to discovery of admissible evidence. It's an improper question.
Q. Let me back up. Let me ask you, at any time prior to the time Ruth Pierce left the facility, did you or Bonnie Moore have an occasion to contact an attorney to discuss her situation?
MR. GRIMM: Same objection.
A. Should I answer?
MR. GRIMM: I don't think that's an appropriate question to ask about whether or not he has

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talked to an attorney regarding this situation at any time.
MR. BRUCE: I think certainly it would go a long way to establishing any kind of good faith if he did it. If he didn't do it, it doesn't look like he was acting in good faith.
MR. GRIMM: I don't think you should answer the question.
THE WITNESS: Okay.
Q. Now, just to make sure we have it clear, I asked you whether at any time you or Bonnie Moore contacted an attorney prior to the time that Ruth Pierce was released for legal advice as to what to do.
A. What was the question? I agree with you that was the question.
Q. That was the question, and your attorney has instructed you not to answer, and are you refusing to answer?
MR. GRIMM: Yes.
A. Yes.
Q. So far as the involuntary commitments, you indicated that you were generally familiar with those?
A. At some level.
Q. And you are aware that somebody can be committed for 96 hours?

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A. Uh-huh.
Q. And these occasionally are done as ex parte proceedings where there is no attorney representing the patient or the patient doesn't even have the chance to appear before the Court; is that correct?
MR. GRIMM: Let me object to the extent that it may call for a legal conclusion, but if you know, you can answer.
A. I don't know about the ex parte.
Q. But you are aware that they can be ordered for 96 hours for treatment and evaluation?
A. Yes, sir.
Q. And if there is not a request for an additional court order, what do you have to do with that patient?
MR. GRIMM: Same objection. You can answer if you know.
A. Legally I'm not sure what the statute says.
Q. At the end of the 96-hour commitment, what do you do?
A. You provide care to the patient as the patient needs it.
Q. You mean you can keep them there forever providing care for them?
A. Forever, sir?

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Q. Well --
A. You know, we lean on our clinical team and our psychiatrist as far as direction of what the patient needs.
Q. That's pretty obvious that's what you do, and this time you kept this woman for almost two months.
MR. McNEILL: Objection to the form of the question.
MR. GRIMM: Are you asking a question?
MR. BRUCE: I did ask a question.
MR. GRIMM: What's the question, Jim? I misunderstood.
Q. At the end of the 96-hour commitment, what are you required to do?
MR. GRIMM: Excuse me. Calls for a legal conclusion. You can answer if you can.
A. You are required to provide whatever care or whatever proceedings the patient needs.
Q. And again, you can do that indefinitely; is that correct?
MR. GRIMM: Same objection.
A. Indefinitely?
Q. Well, you say as long as your psychiatrist --
MR. GRIMM: Well, do you know the answer? I mean he is asking for legal opinions. Do you know the

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answer?
THE WITNESS: I don't know where he is headed. If I understood the question, I would.
MR. GRIMM: If you don't know, you just have to say I don't know.
MR. BRUCE: First of all, these are not legal opinions. These are things he deals with on a daily basis. He indicates he is familiar with the law, and he should be able to give an opinion.
MR. GRIMM: Well, he said he has some familiarity on some level. You are asking him specific legal questions, and he is not a lawyer, and he says I don't know. If he doesn't know, he doesn't know.
Q. Okay. So that's your testimony, you don't know what you do with somebody after 96 hours. You can keep them if the psychiatrist says keep them?
MR. GRIMM: Let me object to the form of the question. That's a compound question.
Q. Let me back up.
MR. GRIMM: And I guess maybe, Jim, it might be helpful if you distinguish between what the law says they are entitled to do or ask what the practice of Resolutions is or ask what happened to Ruth Pierce's case and make it clear which area of inquiry you are going for.

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A. I just want to state I'm not sure what your question is and I find your question confusing.
Q. In your position with your background and I think you indicated you are familiar with the 96-hour commitment process; is that right?
A. Yeah, we were taking 96-hour commitments for a period of time at Resolutions, yes.
Q. And that's under court order; right?
A. Yes.
Q. And my question again to you was, once the time provided in the court order has expired, what do you do with the patient?
MR. REEVES: I object to that as being asked and answered four times by my account, Jim.
MR. GRIMM: And Jim, again, you need to clarify. You are looking at a statute referencing Section 632.120, is the statute that you are looking at while you're asking the question, and you say you are not calling for a legal conclusion.
If you want to ask him what is the practice of Resolutions upon the expiration of the 96-hour commitment, I think that may be okay, but if you are saying to him what are you required to do, there is no way you can say that doesn't --
Q. We'll try it that way and maybe that will

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solve the problem. Can you tell me what the practice is at Resolutions so far as what's done with the patient at the end of the 96-hour commitment?
A. My answer is the same that I gave earlier, which is that the multi disciplinary team would get together and determine what was best for the continuing care of that patient.
Q. Is it your understanding that at Resolutions the practice was that they wouldn't have to get a court order?
MR. GRIMM: At what point in time are you talking about?
Q. We are talking about the practice at the end of the 96-hour commitment if the multi disciplinary team felt that the person needed to stay longer, could they keep that person without getting a court order?
MR. GRIMM: Object that it may call for speculation, but to the extent you can answer.
Q. Again, I'm asking what the practice was.
A. The practice was what I said earlier, that at the end of the 96 hours the team would get together and determine what is best medically and psychiatrically for that patient.
Q. Okay. And they would make that determination without seeking a court order?

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A. Restate that.
Q. You indicated the team would get together and make a determination. My question was, they would do that without seeking an additional court order?
A. You know, they may seek an additional court order. I'm not sure what happened to all of the 96-hour commitments that they had.
Q. Your opinion is that the practice was they didn't necessarily have to do that?
A. The practice was to do what was in the best interest of the patient.
Q. Let me ask you, have you had any kind of disciplinary actions against you in your position with Affinity Health Care by any state licensing boards?
A. Disciplinary actions?
Q. Yes, sir.
A. No, sir.
Q. Have you had any disciplinary actions taken against you with regard to treatment of patients?
A. Define disciplinary action.
Q. By a licensing board to suspend, to terminate?
A. My license has never been in jeopardy.
Q. Now, during the time that Ruth Pierce was there, did anybody -- did Bonnie or anybody else talk

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to you about the Department of Health and Senior Services being involved?
A. No.
Q. So are you telling me during this whole time that Bonnie Moore didn't inform you at all about what was going on with Ruth Pierce?
A. I don't deal with -- generally with patient level information, and there was not a need to inform me. Bonnie handles that.
Q. So she will be the person responsible for all of this?
MR. POOL: Pardon me?
Q. She will be the person who will be responsible for any actions and knowledge?
A. I don't think that's a fair question, but my answer is, we're all a team and we work together and we make our decisions collaboratively at whatever level we need to.
Q. That's what I'm trying to find out. You say you make them collaboratively, but you are telling me you had no knowledge or involvement and were not even informed about what was going on with Ruth Pierce?
A. We had 16 to 18 hundred inpatients a year. It's not possible to have an understanding of each individual patient.

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Q. But I think you indicated that you didn't have any discussions with regard to Ruth Pierce with Bonnie Moore at any time?
MR. POOL: Objection. Asked and answered.
Q. Is that correct?
A. I think I've answered that yes.
Q. So basically what you did is you delegated to Bonnie Moore the responsibility for operating that facility over there and you didn't interfere or get involved; is that correct?
MR. POOL: Objection.
MR. GRIMM: Same objection. I mean we've been down this road, Jim, as far as what his involvement was, what Bonnie's involvement was, and I mean we've discussed that for an hour and a half. You are trying to -- I mean if you want to put that -- I guess you can ask if he agrees with your characterization of that because I think the answer is no.
Q. Let me ask you this, so far as the operations and patient care and treatment of patients, that's something that you delegated to Bonnie Moore at the facility?
A. Bonnie and the team, yes.
Q. And the team, when you say team, that would

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be Dr. Pang?
A. Sure. Dr. Pang, Dr. Arshad, counselors, therapists. It's a very large group of people.
Q. Counselors are not going to make decisions, policy decisions, are they?
A. I didn't realize you are talking about policy decisions. I thought you were talking about patient care, and they are intimately involved with patient care.
Q. The policies relate to how you treat your patients, don't they?
A. Yes.
Q. But I think I'm pretty clear. Bonnie Moore was in charge of the facility and would do what was necessary to be done. Is that fair?
A. Bonnie is the program director.
Q. But would she have been in charge of resolving this matter involving Ruth Pierce?
MR. POOL: Object to the form of the question.
A. I'll say it again. There is a multi disciplinary approach.
Q. I don't care about your multi disciplinary approach.
MR. GRIMM: Jim, you asked a broad question.

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He is trying to give you an answer. He can't give you -- I mean you are asking a question that --
MR. BRUCE: He keeps repeating the same spiel that --
MR. GRIMM: If you are going to repeat the same question, he is probably going to repeat the same answer. What's your question?
Q. Did you ever sit in on any of the team meetings?
A. Maybe a few over the years. Rarely.
Q. Let me ask you, you said that you and Bonnie conferred about Ruth Pierce after Ruth was discharged. Did you talk that day?
A. Yes.
Q. So she called you immediately?
A. I don't know if it was immediately, but she called me.
Q. Now, aside from calling you the day of discharge, did she call you at any other time about Ruth Pierce?
A. Before or after the discharge?
Q. After the discharge.
A. Well, when we got hit with this lawsuit, sure, we've had some conversations.
Q. What did you and Bonnie discuss about the

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lawsuit?
A. We initially almost -- well, the great majority of our discussions had to do with at the time we didn't think Bonnie had malpractice coverage and I knew I didn't, and that we were going to have to team up and do that together or figure out a way to pay for this thing, so that was a lot of our conversation early on.
Q. Okay. Did you have any discussions of the allegations that were mentioned in the complaint?
A. Some.
Q. Did you have -- now, you got a copy of the lawsuit, didn't you?
A. Yes, sir.
Q. Did you read it?
A. Yes, sir.
Q. And you read the nurses' notes that were attached; is that right?
A. Yeah, if there were nurses' notes attached, I read them.
Q. And you also saw the voluntary commitment that was attached?
A. Whatever was in there, I read it.
Q. So did you and Bonnie discuss that?
A. Maybe a little. Not at length.

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Q. Let me ask you, was there any disciplinary action taken against anyone growing out of the holding of Ruth Pierce at Resolutions?
MR. POOL: Let me object to that question as argumentative.
A. The conversations -- do I answer?
MR. GRIMM: Go ahead.
A. The conversations we had concerned her care and was the care appropriate, were the right things done, was the patient protected, was the patient handed off, and were -- did we have an approach involving other community agencies, and the answer to all of those things were a resounding yes, so what I wanted to do was to review the case to see if appropriate care was handled or was provided and was Ms. Pierce treated well, and my conclusion is absolutely.
Q. Let me ask you, in doing that what documents did you review?
A. I don't know if we reviewed any documents at all specifically.
Q. So it was just a general conversation with Bonnie Moore about --
A. I really don't remember, but that's generally how our conversations are.
Q. You made no memos or notes in the

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conversation?
A. If I did, I sure don't remember.
Q. And again, so far as policies and procedures or training manuals or so on like that, you said that you weren't involved in that directly but that Bonnie Moore would be the person that would be knowledgeable about that?
A. My recollection, you asked about training and that as far as training activities and such, that if there are manuals, Bonnie would be the one to have those and would have put those together.
Q. And she would have been the person who would have put them together then?
A. Perhaps. Maybe not. Depends on how she wanted to handle it.
Q. Well, would she have been the person that would have been responsible for --
A. She would coordinate it, yes.
Q. How long had you worked with Bonnie prior to your contract with Resolutions in 2009?
A. That's a good question. Bonnie will remember this when you ask her, but it was probably 2002, 2003, something like that, early 2000s.
Q. Did at any time you discuss with Bonnie how that voluntary admission form was obtained?

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A. Not to my recollection.
Q. So you don't know anything about the voluntary admission form except as reading it?
A. I answered your first question.
Q. The voluntary admission form, you don't know anything about how it was generated or why the changes were made on there --
A. Oh, I see. No.
Q. -- other than just reading the form yourself?
A. Exactly.
Q. Are there any hospital policies that relate to involuntary commitment?
A. Hospital policies?
Q. Yes, sir.
A. I'm not sure.
Q. Do you know if there are hospital policies that relate to discharge of individuals from Resolutions?
A. Define hospital policy for me.
Q. Policies that govern the entire hospital as opposed to policies that might just govern Resolutions.
A. Yeah. I don't know if there are hospital policies that affect Resolutions.
Q. Now, so far as Ruth Pierce is concerned, can you tell me how Affinity was paid for the care it was

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providing her?
A. In looking at the contract, we were paid on a per admission basis up to a cap.
Q. Now, since you also had staff, Mr. Robinson that provided counseling for individuals there, I guess day activity, counseling, and recreation and so on, were you able to bill for any of those services while she was there?
A. No, sir.
Q. Not even after the expiration of the 96-hour commitment?
A. No, sir.
Q. So you are telling me the total amount of money that you received was $900?
A. Whatever the amount was. I don't remember.
Q. For the two months she was there?
A. Yeah, whatever the contract says.
Q. Now let me ask you, so far as how you bill for services, my understanding is from the contract that on a monthly basis you would prepare a statement I guess of all the admissions, all the outpatient services that you provided, and send it to the hospital for payment?
A. Yeah, we provide a monthly invoice.
Q. And did you list the patients by name or

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individually?
A. I don't recall.
Q. Did you identify what admission it was either by an admission number or --
A. I don't produce those, so I really don't recall.
Q. Do you know who does produce them?
A. My wife, Pam.
Q. So Pam does the billing?
A. Yeah, she sends out the invoices.
Q. What kind of information do you provide her with in order for her to do the billing?
A. At this time?
Q. Yes, back in 2009.
A. Yeah, what I would do is I would ask the unit how many admissions we had that month, and they would tell me, and I would put that on the invoice, and I don't think we did patient level detail because the hospital has that, and then we would obviously cap it at that amount.
Q. Now let me ask you, how many beds are in Resolutions now?
A. We have 52 today.
Q. Back in 2009 how many did you have? Same number?

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A. I'm trying to think when we opened up adult. You know, I'm not sure at that time if we had opened up our adult unit or not. It would have either been 16 or added another whatever it was, 22. I'm not sure if we had opened up adult at that time.
Q. Do you know whether at the time that Ruth Pierce was in there whether your unit was full?
A. We've never been full on an ongoing basis. We've had a few occasions when we were at capacity, but that's a rarity.
Q. Do you have any idea what an average occupancy rate is for the unit?
A. Back at that time?
Q. Yes.
A. I'm not sure in summer of '09. We have all that data, but that's so long ago I don't remember.
Q. Let me ask you, how many beds are there in the hospital aside from Resolutions?
A. They are licensed for 49 as far as medical surgical beds.
Q. So roughly fifty-fifty of psychiatric unit and the general medical beds?
A. Yes.
MR. BRUCE: I have no further questions.
MR. POOL: I have none.

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MR. McNEILL: I'll reserve.
MR. REEVES: I have no questions.
MR. GRIMM: I don't have any either. Can we get back to you on the read versus waive?
(The deposition concluded at 11:55 a.m.)

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DEPONENT'S SIGNATURE

I, BENTON BLOOM, the deponent in the foregoing deposition, do hereby certify that I have read the 76 pages of typewritten material and that the same is, with the corrections noted on the attached page, if any, a true and correct transcription of my deposition upon oral examination given at the time and place herein stated.

BENTON BLOOM

Subscribed and sworn to before me this day of , 2013.

(Notary Public)

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CERTIFICATE

I, the undersigned, a shorthand reporter of the State of Missouri, do hereby certify that there came before me at the time, date, and place hereinbefore indicated the witness named on the caption sheet hereof, who was by me duly sworn to testify to the truth of said witness's knowledge, touching and concerning the matters in controversy in this cause; that the witness was thereupon examined under oath, the examination taken down by me in shorthand; and that the deposition is a true record of the testimony given and of all objections interposed.

I further certify that I am neither attorney or counsel for nor related to or employed by any of the parties to the action in which this deposition is taken, and further that I am not a relative or employee of any attorney or counsel employed by the parties hereto or financially interested in the action.

Dated at Sikeston, Missouri, this 15th day of July, 2013.

SHORTHAND REPORTER

IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
SOUTHEAST DIVISION

RUTH PIERCE by Shirley Dodd Guardian and Conservator, Plaintiff,	)	
vs.	)	Civil Action No: 1:11CV00132CEJ
PEMISCOT MEMORIAL HEALTH SYSTEMS, et al. Defendants.	)	

Exhibit M
Deposition of Zaneta Dillard Johnson
September 23, 2013

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
SOUTHEAST DIVISION

RUTH PIERCE,
Plaintiff,
vs
PEMISCOT MEMORIAL HEALTH SYSTEMS, et al.,
Defendants.
Case No. 1:11CV00132CEJ

DEPOSITION OF ZANETA DILLARD JOHNSON

The deposition of ZANETA DILLARD JOHNSON, a witness in the above-entitled cause, taken before Carrie C. Kordahl, Shorthand Reporter and Notary Public in and for New Madrid County, Missouri, at 711 Ward Avenue, Caruthersville, Missouri, on the 27th of September, 2013, commencing at 2:35 p.m.

APPEARANCES

JIM R. BRUCE, Attorney at Law, P.O. Box 37, Kennett, MO 63857, appearing on behalf of the Plaintiff.

JOHN C. STEFFENS, Attorney at Law, P.O. Box 1150, Cape Girardeau, MO 63702, appearing on behalf of Defendant Bloom.

SCOTT R. POOL, Attorney at Law, 3225 Emerald Lane, Suite A, Jefferson City, MO 65109, appearing on behalf of Defendant Moore.

CHUCK GSCHWEND, Attorney at Law, P.O. Box 3077, Jonesboro, AR 72403, appearing on behalf of Defendant Pang.

W. EDWARD REEVES, Attorney at Law, P.O. Box 169, Caruthersville, MO 63830, appearing on behalf of Defendant Pemiscot Memorial Health Systems.

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EXHIBITS

STIPULATION

It is stipulated and agreed by and between the parties hereto by the respective counsel that the deposition of ZANETA DILLARD JOHNSON, may be taken at 711 Ward Avenue, Caruthersville, Missouri, on the 27th day of September, 2013, commencing at 2:35 p.m., before Carrie C. Kordahl, shorthand reporter; that the deposition is taken pursuant to notice; that the reading of said transcript is hereby waived by the parties; that said deposition is taken pursuant to the Missouri Rules of Civil Procedure and may be used in accordance therewith; that all objections or exceptions may be reserved until the time of trial except objections and exceptions relating to the form of the question and the responsiveness of the answer.

ZANETA DILLARD JOHNSON,
having first been duly sworn by the court reporter, was examined and testified as follows:

DIRECT EXAMINATION

BY MR. BRUCE:

Q. Ms. Dillard, my name is Jim Bruce. I represent the plaintiff in this case, Ruth Pierce.

A. Yes, sir.

Q. I'll be asking you some questions today. If at any time I ask you a question you don't understand, if you will let me know and I'll try to rephrase the question or ask it in a way that you understand. Is that agreeable?

A. Yes, sir.

Q. First of all, Zaneta, will you state your full name?

A. Zaneta Dillard Johnson.

Q. And how do you spell Zaneta?

A. Z-a-n-e-t-a.

Q. And Zaneta, what's your address?

A. [redacted]

Q. All right. And Zaneta, do you hold any kind of degrees or licenses?

A. Yes, sir.

Q. What kind of license or degree do you have?

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A. A Missouri registered nurse license.
Q. Did you have to take any college classes for that?
A. Yes, sir.
Q. Where did you take your educational classes?
A. I took part at what was M triple C, Mississippi County Community College, and I finished up at Dyersburg State Community College.
Q. When did you get your nurses license?
A. July 2005.
Q. And where have you been employed since you got your license?
A. Dyersburg Regional Medical Center and Pemiscot Memorial.
Q. How long did you work at Dyersburg Regional?
A. I started there September of '05 and I worked there through to November of 2009.
Q. 2009?
A. Yes.
Q. Did you work there as well as at Pemiscot Memorial?
A. Yes.
Q. You worked your days off or something you worked over there?
A. Well, Dyersburg was my full-time job, and I

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was an as-needed employee at Pemiscot Memorial at that time.
Q. Now, at Dyersburg did you work like 12-hour shifts?
A. Yes.
Q. So you would work, what, three days a week and be off four?
A. Yes, I was a weekender.
Q. And what kind of -- what department did you work in at the hospital over there?
A. Med surg, pediatrics.
Q. What is med surg?
A. It's people that are medical or people that had like minor surgeries, and then we took the kids that come to the hospital.
Q. You say when people had minor surgeries you looked after their kids?
A. No, no, no. The people that have minor surgery, they get admitted to the hospital.
Q. Okay.
A. Yes, that one. Because they had three. That was like major surgeries. That was the surgical unit.
Q. And then you worked in pediatrics?
A. Yes, it was the pediatric floor also.
Q. Was that working with babies?

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A. Babies up to 18.
Q. You didn't work in the nursery?
A. No.
Q. And over at Pemiscot hospital beginning with about 2000 -- when did you start working over at Pemiscot?
A. April of 2008.
Q. And have you worked at Pemiscot since that time?
A. Yes.
Q. Are you working anywhere else now besides Pemiscot?
A. No.
Q. Full time at Pemiscot Memorial?
A. Yes.
Q. How many hours a week were you working back in 2009 at Pemiscot Memorial?
A. 24 to 36. Sometimes I would work my whole four days off.
Q. How many hours did you work back then?
A. Between 24 and 48 a week.
Q. Did you work 12 hours a day, 12-hour shifts?
A. Yes, 12 hours.
Q. Now, you were employed during that time by Pemiscot Memorial Hospital? I mean here in Hayti you

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weren't employed by Affinity or anything like that?
A. No.
Q. Are you now employed by Affinity Health Care?
A. No.
Q. Still employed by the hospital?
A. Yes.
Q. Do you recall a lady by the name of Ruth Pierce who was in Resolutions back in 2009?
A. Yes, sir.
Q. She was there for quite a while, wasn't she?
A. Yes, sir.
Q. Let me ask you this, has anyone discussed this case with you?
A. No, sir. Well, the guy.
Q. Mr. Reeves?
A. Yes.
Q. And when did you talk with him?
A. Just before I come in here.
Q. Since you've been here at his office today?
A. Yes.
Q. You haven't talked to him any other time?
A. No.
Q. No other attorneys or anybody?
A. No.
Q. Anybody from the hospital talked to you about

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this case?
A. No.
MR. BRUCE: I want to direct your attention back to July of 2009. I think we can mark this as Exhibit 3.
(Plaintiff's Exhibit No. 3 marked for identification.)
Q. Zaneta, I'm going to show you the nurses' notes here, and I may have to take it back from you from time to time. It's labeled as Exhibit 3, and I would like for you, first of all, read over that if you would.
(Plaintiff's Exhibit No. 4 marked for identification.)
Q. Also in connection with it, I'm going to show you what's been marked as Exhibit 4 which purports to be a Voluntary Admission Form. Ms. Dillard, there are several entries made on the nurses' notes here. The first entry is for a period of 0715. I think that's 7:15 in the morning?
A. Yes, sir.
Q. Would you look at that and tell me whose handwriting that is?
A. Stacy Jeffers.
Q. Has she signed that entry?

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A. Yes, right there.
Q. And then looks like the next one, two, three, four -- the next four entries through 1715, is that your handwriting?
A. Yes.
Q. And after that there is an entry for 2030. I guess that would be 8:30 p.m.?
A. Yes.
Q. That is by Teresa Van Sickle?
A. Yes.
Q. I notice here in the record at 7:15 the entry says, Patient awake in room. States doctor told me I was going home today. Voluntary Admission paperwork obtained per S. Jeffers LPN, and that part, Voluntary Admission paperwork obtained per S. Jeffers LPN, is marked out. Did you mark out that reference to Stacy Jeffers obtaining the voluntary --
A. I honestly don't remember. I couldn't -- let me see. It looks like the way I mark out my errors.
Q. Okay. Were you the charge nurse that night?
A. I honestly don't remember that either.
Q. On down here it says that you put error in there, and again, that appears to be -- looks like your handwriting as well?
A. Yes, it does.

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Q. So it's your opinion that you marked that out?
A. Yes.
Q. Do you know why you marked that out?
A. No, sir, I don't.
Q. Do you think it has anything to do with the note that was written down at the bottom about Ms. Van Sickle about the form being obtained fraudulently?
MR. POOL: Object.
MR. REEVES: Object to the form of the question.
Q. Okay. That she was tricked into signing it?
MR. REEVES: I still object to the form of the question.
A. No, sir, I don't think so.
Q. You don't think that's the reason you marked it out?
A. No, sir.
Q. I'm going to show you another form, and this is a Voluntary Admission Form, and it has Ruth Pierce's signature on it, and it's witnessed by Stacy Jeffers and Randy DeProw; is that right?
A. Yes.
Q. And somebody else marked a line through that one. Did you mark the line through that?

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A. No, sir, I did not.
Q. Somebody put in a date of 5/21/09 and someone marked that out.
A. I honestly don't recognize that handwriting.
MR. POOL: Zaneta, there is not a question. Wait for him to ask a question.
Q. Do you recognize the handwriting, Stacy Jeffers' handwriting?
A. Yes.
Q. Does that appear to be the way she writes her numbers?
A. No.
Q. You don't think it is or you don't know?
A. I don't think it is.
Q. Do you know who prepared that form?
A. No, sir.
Q. Now, you understand that falsification of records is a very serious offense, don't you?
A. Yes, sir.
Q. And people can lose their licenses?
A. Yes, sir.
Q. So when I ask you a question, if you need to stop and think about it, don't hesitate to do that because I want to make sure what you say is the truth and correct.

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A. Yes, sir.
Q. Now let me ask you, at some time were you made aware that there was a problem with this voluntary admission form?
MR. POOL: Object to form.
A. I honestly don't remember.
Q. Did anybody at any time discuss a Voluntary Admission Form with you for Ruth Pierce?
A. I think so, but I'm not 100 percent sure.
Q. Who do you think you had the discussion with?
A. I honestly don't know.
Q. You honestly don't know?
A. No, sir.
Q. Was it with Bonnie Moore?
A. Possibly.
Q. She stated that she had a discussion with someone about a Voluntary Admission Form, the need to obtain one.
A. It could have been Bonnie.
Q. Let me ask you, could it have been Dale Robinson?
A. No, I doubt that.
Q. Why is that?
A. I just don't feel that Dale would have talked about a patient having a Voluntary Admission Form with

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me.
Q. Let me ask you, did you attend the multi disciplinary treatment team meetings?
A. There were several while she was there, so I can't say for that week.
Q. Did you attend any of those?
MR. POOL: Let her finish, Jim, please.
A. I'm sure I did. Yes, sir, I remember now that I did.
Q. Okay. Was there discussion in some of those team meetings that Ruth Pierce had been kept there a very long time?
MR. POOL: Object to form.
A. No.
Q. Her file was pretty thick, wasn't it?
A. Yes.
Q. And to have a real thick file, you have to be there for a while, don't you?
A. Normally.
Q. And nobody mentioned the fact that her file was pretty thick?
MR. POOL: Object.
MR. REEVES: Object to the relevance of that question.
Q. Do you remember anybody making jokes about

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how thick the file was?
A. I don't.
Q. Were you concerned that the file was so thick?
A. No.
Q. Were you concerned about how long she was there?
A. We have patients there longer than that.
Q. More than two months?
A. Yes, we had one there for six months.
Q. Was that an involuntary commitment?
A. No, I don't think so.
Q. Are you familiar with involuntary commitments?
A. Somewhat.
Q. You understand that they are usually done by court order?
A. Yes.
Q. And the court order usually specifies how long they can be held; is that right?
A. From what I've been told, that even though they specify a specific amount of time, that they can be renewed, or like if the doctor feels they need to stay longer, they can.
Q. Who told you that?

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A. I honestly don't know who all told me that, but I've been told that by more than one person.
Q. Did anybody ever tell you that at the end of the 96 hours if you don't have another court order you have to let people go?
A. No.
Q. You've never had any training about that?
A. No.
Q. What kind of training did they provide you at the hospital with regard to voluntary admissions? Let me back up. What kind of training did they provide you at the hospital with regard to involuntary admission patients?
A. They told us that with the 96 hour hold that the doctor can let them go early. They don't have to stay there for 96 hours. If the doctor sees fit, that they can leave before that, that he can discharge them, but also if he feels that they need to stay past that, that they can stay as long as they are willing.
Q. As long as they are willing?
A. Yes.
Q. But if they are not willing, what happens within the 96 hours?
A. They are free to go if the doctor discharges them or if sometimes they do that MOCAR (phonetic) on

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them and then the state comes and reevaluates them.
Q. What's MOCAR?
A. I honestly don't know what it stands for. All I know is the people that come to the hospital -- they were at that time coming to the hospital and do the court orders on people.
Q. Let me go back and make sure I understand. Your understanding from working at the hospital and the training that's been provided to you, that the doctor can let them go before the 96 hours is up if he feels like they are ready to go?
A. If he feels they are not a danger to themselves or anyone else, yes.
Q. And at the end of 96 hours, he lets them go?
A. If he feels like they need to go and they are not willing to stay.
Q. Okay. So if they are not willing to stay and the 96 hours is up, is it your understanding they have to be discharged?
A. If they were not willing to stay, yes.
Q. Is that the policy at the hospital or --
A. Honestly --
MR. POOL: Object to foundation.
A. -- I don't know.
Q. You are not aware of any other policy at the

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hospital?
MR. POOL: Same objection. You can answer.
A. We currently don't take involuntary admissions.
Q. I understand they quit right after Ruth Pierce was there. Who provided your training so far as involuntary commitments?
A. I honestly don't know who give the training or I mean who taught us.
Q. Let me ask you, if someone is there and they haven't signed a voluntary commitment and they don't have a court order to hold them, what is the policy at Resolutions so far as discharge?
A. Well, Vicky, the discharge coordinator.
Q. Vicky who?
A. Vicky Martin. She wasn't there then, but the discharge coordinator usually tries to find them somewhere to go if they don't have anywhere to go, but otherwise we let them go.
Q. What time -- do you know when you worked the next day after the 15th?
A. No, sir, I don't.
Q. Let me ask you, you think you marked out the part here about obtaining the Voluntary Admission by Stacy Jeffers; is that right?

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A. Yes, sir, I think I did.
Q. You marked that out?
A. Uh-huh.
Q. And obviously you had to have some reason to mark it out because you wrote in the word error; is that right?
A. Yes, sir.
Q. And do you have a policy at the hospital on what you do when you make an error?
A. You mark it through.
Q. And what else do you do?
A. I think I was actually supposed to initial it too.
Q. Now let me ask you, at Resolutions are you required to read the policy and procedures manual there? Is that part of your training?
A. I never read it word for word. I have read through it, like skimmed over it.
Q. I understand that it's available at the nurses' station or something there --
A. Yes.
Q. -- any time somebody has a question?
A. Yes, it is.
Q. So have you used it frequently?
A. No.

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Q. Now, when you correct an error on something, are you to provide any kind of explanation for the error?
A. Not to my knowledge.
Q. Let me ask you, so far as the telephone usage at the facility, patients aren't permitted to make telephone calls during the day when they are I guess in class or --
A. Group.
Q. -- group exercise. They usually do that after dinner?
A. Yes, sir.
Q. What is it, six to eight?
A. No, five to nine.
Q. And where are the telephones located that they can use?
A. Currently they are located at the nurses' station, but at that time it was in the day room area where patients were free to use the phone.
Q. Where else did they use phones? Is that the only place they could use one?
A. No. Sometimes like the counselors -- during the daytime, the counselors sometimes makes calls for people.
Q. What about for long distance calls?

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A. If the phone -- just dial nine, you can dial out long distance, whatever.
Q. You mean they allow people to make long distance calls from there?
A. Yes, sir.
Q. How long have they been doing that?
A. Ever since I've been there.
Q. And you know that to be a fact yourself?
A. Yes, sir.
Q. What knowledge do you have of Ruth Pierce while she was at Resolutions?
MR. REEVES: I object to that question. It's vague, ambiguous.
MR. BRUCE: Well, Ed, you listed her as one of your witnesses. I want to know if she has any knowledge about Ruth Pierce.
A. Well, she -- I remember her being there and she had come from Steele. She was delusional.
Q. Now, when you say she was delusional, what made you think she was delusional?
MR. POOL: Now, wait. Are you finished with the answer?
MR. BRUCE: She said she was delusional and I'm asking --
MR. POOL: You interrupted her.

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MR. REEVES: Actually you asked if she had any knowledge about Ruth Pierce, and that's what she is telling you, Jim, her knowledge.
Q. Let me ask you --
MR. POOL: No. Zaneta, please finish your answer, and when you are done, he will ask another question. Are you finished with your answer?
THE WITNESS: No, I wasn't.
Q. Go ahead.
A. Well, she was like she would talk -- like see stuff that wasn't there, and sometimes she would say stuff like that was impossible to actually be going on. Like she was saying people was under her house, and she always just talked about the people in Steele which some of it could have been true, but the part about people being in the pipes, I don't think that would happen, and she said somebody was poisoning her water.
Q. Well, let me ask you this, of course, if she had made statements like that, I think you are required to write those notations into the record, aren't you?
A. I mean you are not required, but you should.
Q. Does your policy manual tell you to put information like that into your record?
A. Like I said before, I haven't read it word

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for word, but normally I do try to write stuff like that down.
Q. Would you be surprised that none of your records reflect that? No entry that you have ever said anything about that? Has someone told you to testify to that today?
A. No, sir. It's the truth.
Q. Let me ask you, you don't seem to have much memory of remembering anything else, but you seem to remember a lot of details about her being delusional.
MR. REEVES: Well, I object to the form of the question.
A. I remember the clothes she used to wear. She wore a skirt with a blazer. Some things you can remember. Like weird things I can remember. When people say stuff like that, I can remember it.
Q. Do you remember her being a very nice lady?
A. Yes, she was nice.
Q. She got around okay?
A. Yes.
Q. She helped other residents there, didn't she?
A. Yes. And she also had heavy set nephew that would come in there. Well, he looked heavy set to me. And he would be -- like he was under the influence of something, and honestly, well, I guess I shouldn't.

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Q. Ms. Dillard, I don't think anybody would have any problem with saying that he probably had a serious drug problem.
A. He seemed like he did.
Q. He was trying to get her money?
A. Seemed like it to me.
Q. Was that your impression?
A. Yes, sir.
Q. He was trying to get her money?
A. Uh-huh.
Q. Did you ever have occasion to talk with him?
A. I talked to him before.
Q. Okay. Did he say he wanted you to keep her up there or anything or wanted you to put her in a nursing home?
A. I don't know what the conversations consisted of.
Q. Let me ask you, at any time was there anything to make you believe that Ruth Pierce was homicidal or suicidal?
A. Not suicidal. It seemed like she could have maybe hurt somebody else.
Q. Do you think she hurt somebody else?
A. I say she could have.
Q. You say she could have. Well, anything could

happen. Do you have any reason to believe that she had any homicidal tendencies?
A. Well, the note I wrote about her throwing the spoon at somebody.
Q. Somebody threw and hit her with a spoon and she got mad and threw it back at them?
A. It didn't say they threw it at her. It said they threw the spoon and she threw it back.
Q. Right. But you think that reflects a homicidal tendency then?
A. Well, whenever she come in, I was there that day, and well, I don't know if I was there when she actually got there, but I mean they told us they was going to be bringing us one that tried to shoot somebody or pulled a gun on somebody.
Q. So anything somebody tells you, you take that as a fact?
A. Well, it was the police department. I took that as fact, yes.
Q. Did you talk to them on the telephone yourself?
A. I honestly don't remember if I talked to them.
Q. Or do you think you heard that from somebody else?

A. I honestly don't know. I just remember --
Q. So --
MR. POOL: Jim.
Q. Don't lecture me. I'll give her a chance to go ahead and answer. Go ahead and finish your answer.
A. I just remember when they called about her coming in. I don't know if I actually talked to the police myself. I just remember the day.
Q. So you don't have any personal knowledge of her having homicidal tendencies?
A. No.
Q. In fact, if all the records at the hospital indicate there was no indication of homicidal tendencies, you wouldn't disagree with that?
A. I still knew what I was told.
Q. What you were told, but what the doctors and what the nurse practitioner wrote down, they didn't write down anything about homicidal tendency. You wouldn't disagree with that?
A. I would be unbiased in this situation.
Q. What does that mean, that you would be unbiased?
A. It means that I was told that, and that's the impression I got, and that's all I knew. It was my foundation.

Q. Okay. So what I'm saying is, you don't have any knowledge of her having homicidal tendencies yourself?
A. No, sir.
Q. You just heard people say things?
A. Yes, sir.
Q. And a lot of the other things that you mentioned, are those things that were either in the record or that people told you there?
A. The things she said to me were the stuff about the pipes.
Q. And you never wrote anything like that in the record?
A. I thought I did.
Q. Well, we have a copy of the records, and I don't think there is any dispute about what you wrote and what you didn't write.
A. Okay.
Q. And I understand you work for the hospital, and at this point it's very difficult when you are in the hot seat and you work for somebody, and I realize that's a problem.
MR. REEVES: I object to you lecturing the witness about what's difficult and not difficult for her to do.

Q. Now let me ask you, are you familiar with the policy at Resolutions on discharge against medical advice or discharge AMA?
A. Yes. Well, I'm not -- I can't say I'm familiar with the policy. I'm familiar with how we do.
Q. So are you familiar with the practice then --
A. Yes.
Q. -- there of discharging patients? And if somebody is discharged AMA, what happens? Once the doctor signs off and says, okay, you are discharged AMA, what do you do with them?
A. They leave. They are free to go.
Q. Do you have a van or something that takes people home?
A. Yes.
Q. So if you are discharged by the doctor that says you are free to go, just normally they take them home; right?
A. Yes.
Q. But if you are discharged AMA, they won't take you home, will they?
A. In some instances they have.
Q. Are you familiar with some instances where that's happened?
A. Yes, I am.

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Q. Let me ask you, how many involuntary commitments would you estimate they had say in 2009 or say from the time you went to work there?
MR. POOL: Object to form.
A. I would guess 50, maybe more. 50 to 100.
Q. And those would be involuntary commitments as opposed to the voluntary ones?
A. Yes.
Q. Those would be court orders?
A. Yes.
Q. And are you aware that sometime in July or August there was a problem with another gentleman who was held or there was a problem with a gentleman who was held too long and wanted to go home?
MR. POOL: Object to form.
MR. GSCHWEND: Object to form. Define problem.
Q. Are you aware of any other patients at the hospital who claim that they were held beyond the time the court ordered?
A. No, sir, I'm not.
Q. Let me ask you this, did anybody ever ask you to take a Voluntary Admission Form down to Ruth Pierce and have her sign it?
A. Not that I recall.

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Q. Did you ever refuse to take a Voluntary Admission Form down for Ms. Pierce to sign?
A. Not that I remember, I didn't.
Q. Are you familiar with that part of the policy at Resolutions relating to discharge AMA where it says patients who are in danger can be presented to a Court to legally hold them if necessary?
A. Yes, sir, that's what the MOCAR was doing at that time.
Q. Now, what is MOCAR? Who is MOCAR?
A. Missouri something.
Q. But that's not anything that has to do with the hospital; is that right?
A. Currently we are having to do them, but back then we didn't.
Q. Would it surprise you that there -- or are you aware that there was never any other court order gotten for her?
A. Well, to my knowledge she wasn't -- another one wasn't obtained because she was willing to stay, and I was taught that if they was going to stay, they didn't have to have another one. I thought the only time they had to get another court order was if they wanted to go and they wasn't stable to go.
Q. And so far as this Voluntary Admission Form

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that was obtained, after this was obtained and somebody marked it out, I guess would that have been obtained -- what time would that have been obtained? Can you give me a range of time when that would have been obtained? The entry is at 10:55 a.m.; is that right?
A. Yes, sir.
Q. And so that means that whoever got the Voluntary Admission Form had to have gotten it before 10:55 a.m.; is that right?
MR. POOL: Object to form.
A. I honestly don't know because I might have marked it out because I thought she obtained it and she didn't. I honestly don't know.
Q. But it does appear that she tried to get one, doesn't it?
MR. POOL: Object to form.
Q. And apparently somebody caught them and said, no, you can't backdate them.
MR. REEVES: Well, I object to that.
MR. POOL: Object to form.
Q. And they told them to mark out the date and put in the correct date that they were signed?
MR. REEVES: Same objection.
Q. And they had these two people witness them again?

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MR. REEVES: Same objection.
A. I don't know.
Q. Okay. So you are denying any knowledge about the Voluntary Admission Form or any involvement other than you marked it out and said it was an error, but you don't remember what the error was?
A. No, sir.
Q. And you don't think it was related to the Voluntary Admission Form?
MR. GSCHWEND: Object. Asked and answered.
A. I don't know.
MR. POOL: Objection.
Q. Now, would it surprise you that Ruth Pierce repeatedly requested to go home?
MR. GSCHWEND: Object, unless you define repeatedly.
Q. Repeatedly means more than one or two times.
MR. GSCHWEND: Thank you.
A. We have a lot of patients that do. I honestly --
Q. Not a lot of patients.
MR. POOL: Jim --
MR. BRUCE: I understand, but she keeps answering questions that are not responsive.
MR. POOL: No, you cut her off two words in.

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Let her answer the question. It's not lecturing. The rules require it, and you are violating it.
Q. If you would be responsive to my question, we could avoid this. Listen to what I am saying.
A. Yes, it was -- well, I can't answer that.
Q. Well, you were there and you remember a whole lot about things. Do you remember that almost every day she was wanting to know when she could go home because she wanted to go home?
MR. POOL: Object to form.
Q. Do you remember her telling you that she wanted to go home?
A. Yes.
Q. She was concerned about her house. Do you remember her talking to you about that?
A. Yes.
Q. Did anybody ever tell you that her house was broken into while she was at Resolutions and some of her things were stolen?
A. No, not to my knowledge.
Q. Do you remember her telling you that her nephew was trying to get things from her?
A. No, sir.
Q. Do you remember her ever being upset after I think he called her maybe once or twice while she was

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in the nursing home -- I mean in Resolutions? Do you recall that?
A. No, sir.
Q. You know that he came to see her at least one time?
A. Yes, sir.
Q. He didn't make a very good impression to you; is that right?
A. That is correct.
Q. Did that upset her when he came, do you recall?
A. I don't remember her being upset afterwards.
Q. Okay. Now let me ask you, if someone tells you they want to leave and there is no court order covering them, what do you do?
A. Call the doctor.
Q. You call the doctor?
A. Yes, sir.
Q. Did you ever call the doctor for Ruth Pierce telling him she wanted to go home?
A. Yes, sir.
Q. When did you do that?
A. Well, I didn't, but it said in the note that doctor was called.
Q. Okay. It says, "Spoke with Dr. Pang per G.

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Hosford RN without orders received." Did I read that correctly?
MR. POOL: Do you want to refer to the exhibit you are asking her to look at?
A. Yes, no orders received.
Q. Exhibit No. 3, but it says spoke with?
A. Spoke with per G. Hosford. That means --
Q. Does that mean that you spoke with him or that you --
A. No, that means Ms. Hosford spoke with him.
Q. Does that mean that you told her to call the doctor?
A. No, it don't mean I told her to call. It just means he was called.
Q. Well, per usually means through someone, so you don't think you may have told her you need to call Dr. Pang?
A. No, I'm not saying that. When I use per, it means that's the person that did it.
Q. Right, right. But if you say spoke with him, then I would think that you were the one who spoke with him through her, that is, that she called him on your behalf?
A. She could have, but I don't remember her calling him on my behalf.

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Q. Was she an RN as well?
A. Yes, sir.
Q. Were you the charge nurse that day?
A. I doubt it.
Q. Why do you doubt it?
A. Because I didn't do charge nursing during that time frame.
Q. Okay. What time frame would you have been doing charge nursing?
A. I didn't start doing that until May of 2010.
Q. Okay. Well, let me ask you this, I think you said the next morning when there is a shift change, then the nurses who were on duty at night will make a report about each patient?
A. Yes.
Q. What they observed that night?
A. Yes.
Q. Are there any written forms or anything that are used to make notes on for the patients to make those reports?
A. Yes.
Q. What are those called?
A. Nursing report sheets.
Q. Well, who prepared those?
A. Well, they are printed off the computer, and

then you -- the nurse giving the report write on hers what she want to tell the next nurse, and the next nurse have a blank one and she write down what she wants to write down.

Q. In other words, when the shift changes, she would write down hers. What do you do with those once -- does everybody meet together for those shift change discussions?

A. Not everybody.

Q. Maybe the nurses in charge?

A. Usually the nurses. Sometimes like the nurse that interacted with the patients the most against the other nurses. Because usually we have a main nurse and a nurse that assesses the patients, and usually the nurse that assesses the patients does the report.

Q. What about the nurses that are on duty, say yourself when you had a shift change, would you have told the people on the shift afterwards about the Voluntary Admission correction?

A. If I gave report, possibly.

Q. But now, you would have given report, wouldn't you, because you made entries and you were on duty?

A. Yes, sir, in this instance I probably did give report.

Q. Okay. And would you have reported the things there about the Voluntary Admission Form that they tried to obtain?

A. If it actually happened and I knew it, probably.

Q. And did you have -- the forms that you are talking about, you said they were printed out. They have the patient's name on them?

A. Yes.

Q. Do they have a space --

A. Yes, sir.

Q. -- where you can write in some notes?

A. Yes, sir.

Q. And what do you do with those once they are done? Are they filed at the nurses' station?

A. Well, at one point we used to keep them in a book, but after that they just started like throwing them in the shred bin because it's not my notes. They are not official documents.

Q. Do you know when they started shredding those?

A. Probably early -- well, not early.

Q. 2010 maybe?

A. No. Maybe 2008, maybe late 2008, because it was like maybe three or four months after I started

there.

Q. Okay. Is there any policy regarding those documents, those nurses' reports?

A. I have no idea.

Q. Okay. Now, Ruth Pierce comes to the desk as I understand from your notes, and did you talk with her when she came to the desk and said, "The doctor told me I could go home today"? It's in your handwriting, isn't it?

A. She was in her room and she just told me that.

Q. And then later I think you noticed that she is trying to get bags or something to pack her things in to go home?

A. Yes, and she didn't have an order.

Q. Did she actually get some bags and start packing her stuff?

A. No.

Q. She just came up asking for bags to pack things; is that right?

A. Yes.

Q. And did she ask you? It says up to the nurses' station. Is that what the arrow means, up to?

A. I honestly don't know who she asked, but we all sit in the nurses' station together. She asked for

bags to pack the clothes, and the chart was reviewed and she didn't have an order, and we paged Dr. Pang.

Q. When you say you paged him, does he have a pager?

A. Yes.

Q. Did you talk to him over the pager?

A. No.

Q. What did you do?

A. Page him and he calls back.

Q. So from that did he call back, can you tell?

A. Yes.

Q. And what did he tell the nurse?

A. No orders were received.

Q. No orders were received by the nurses?

A. Yes, sir.

Q. So does that mean that somebody talked to him and said they would send something and they never got it? What does that mean?

A. That means he didn't say, oh, yeah, I meant to write an order to discharge her and I didn't. It means that nothing -- no order was given. She did not say that she wanted to go home. She said the doctor told her she was going home, so she was going to pack her clothes because she thought she was going home, but that don't mean she said she wanted to go home.

Q. Just because she wants to pack things and wants to go home?
A. Yeah, the doctor had told -- she thought the doctor told her that she was going home.
Q. So somebody called him and apparently he said --
A. He said no, that ain't what I said apparently.
Q. Okay.
A. We have several patients sometimes that think they are supposed to go home, and we'll call Dr. Pang, and he'll say, oh, yeah, I did. They do supposed to go. Write an order. And in that instance, it must not have been the case because we didn't receive an order.
Q. Let me ask you -- let me give you back this. By the way, I understand that you are supposed to do an inventory of patient's belongings when they come in?
A. Yes.
Q. Did you ever see an inventory for Ruth Pierce?
A. I don't know.
Q. Okay. Were you aware that she needed glasses to read?
A. No, sir.
Q. Were you aware that when they took her to

Resolutions that she didn't have her glasses with her?
A. No, sir, but on the assessment we ask patients about glasses.
Q. Now let me ask you this, at any time from the time Ruth Pierce was there, has she always been able to sign her name?
MR. POOL: Object to form.
A. I don't know.
Q. Any time you've seen her, has she been able to sign her name?
A. As far as I know.
Q. Did she ever tell you she thought she was a dog?
A. That sounds familiar.
Q. Could it be familiar because that's something that was in the early part of the medical records from the court order when she was put in for 96 hours that was written into the file?
A. I don't know why it sounds familiar, but I know it kind of sounded familiar.
Q. And would it surprise you to find out that that was a mistake on the part of the person that wrote it down, that they got it wrong, they misunderstood?
A. Yes, it would surprise me.
Q. Let me ask you this, she never told you she

was a dog, did she?
A. Not that I remember.
MR. BRUCE: Okay. I have no further questions.

CROSS-EXAMINATION
BY MR. GSCHWEND:
Q. Do you have any specific recollection of personal conversations that you would have had with Dr. Pang about this particular patient?
A. No, sir.
MR. GSCHWEND: That's all the questions I have.

CROSS-EXAMINATION
BY MR. POOL:
Q. Zaneta, we met before the deposition. I'm Scott Pool. I represent Bonnie Moore. I just have a couple of questions here. Did you do anything personally to prevent Ms. Pierce from leaving the facility at any time?
A. No, sir.
Q. If she asked for a bag, did you hide her bags or keep her from accessing her bags?
A. No, sir.

Q. Are you aware of anybody doing anything like that?
A. No, sir.
Q. Are you aware of anybody doing anything to physically prevent Ms. Pierce from leaving the facility at any time?
A. No, sir.
Q. Are you aware of anybody preventing -- yourself or anyone else preventing Ms. Pierce from contacting an attorney?
A. No, sir.
Q. What about limiting in any way Ms. Pierce's ability to use the phone?
A. No, sir.
Q. What about forcing her to take medication, are you aware of anybody forcing Ms. Pierce to take medication?
A. No, sir.
Q. I understood you earlier to tell Mr. Bruce that during the time you interacted with Ms. Pierce that it was your understanding that she was willing to stay at the facility?
A. Yes, sir.
Q. You were asked some questions by Mr. Bruce about whether there were instances where Ms. Pierce may

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have asked if she could go home or when she was going home. Do you remember being asked about that?
A. No, sir, I don't.
Q. No, by Mr. Bruce earlier this afternoon in your deposition. You don't? Let me ask this: Assume for the moment that Ms. Pierce may have asked when she was going home or if she could go home. Based upon your experience, is it common for patients to make a statement or ask about when they are going home?
A. Yes, sir.
MR. BRUCE: I'm going to object to that as a leading question. You've got two or three different things mixed in the same question.
Q. And what was your answer based on your --
A. Yes, sir, it happens all the time.
Q. Are you aware of anyone placing any limitations on who Ms. Pierce could call?
A. No.
Q. Having any limitations on visitors that she could receive?
A. No, sir.
Q. Based upon your interaction with Ms. Pierce, do you recall her receiving visitors?
A. Yes.
Q. Do you recall being contacted by any visitor

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that she received saying or telling you that Ms. Pierce needs to go home?
A. No, sir.
MR. POOL: Thank you.
MR. REEVES: I don't have any questions.
MR. STEFFENS: No.

REDIRECT EXAMINATION
BY MR. BRUCE:
Q. Again, Ms. Dillard, I have some follow-up questions. Again, Scott was asking you if you were aware of a number of things. Were you aware of Ms. Pierce ever asking to go home, and I think he is asking you two different things. First thing were you ever aware of her asking to go home?
A. I still don't remember if she asked to go home or not. I don't remember that.
Q. And do you have any knowledge of whether she asked anybody else to go home?
A. I don't know.
Q. I'm going to go through and ask you these questions. Number one, I want to find out if you have personal knowledge or if you just don't know. Okay. You were asked if you were aware if you did anything or if you were aware of anyone who did

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anything to keep her from leaving. You didn't do anything yourself I understand; is that correct?
A. Yes.
Q. But you are not aware of what anybody else might have done?
A. Not to my knowledge no one else did anything.
Q. To your knowledge no one else did anything. Do you have some knowledge about what someone did or did not do? What knowledge -- I'm sorry.
A. I only know what I did and what was told to me, and no one -- I heard no one say anything about doing anything like that.
Q. And so far as anybody not allowing her to use the phone, you know you didn't keep her from using the phone yourself?
A. No, the phone was in the day room, and it was open to whatever patients were there at that time.
Q. And you are not aware of anybody that might have kept her from using the phone?
A. No.
Q. In other words, you don't have knowledge what other people may have done, but nothing has come to your attention; is that right?
A. Yes, sir.
Q. And so far as forcing her to take

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medications, were you -- you didn't force her to take any medications; is that correct?
A. That is correct.
Q. But you are not aware of what somebody else might have done; is that correct?
A. She usually took her meds real good. I don't see why no one else would have to, but no, not to my knowledge.
Q. So you don't know what anybody else might have done. Okay. Now, something was asked about Ms. Pierce asking to go home, and you said that happens all the time. What was that about, somebody asking to go home, it happens all the time?
A. When patients ask do you know when I'm leaving or asking when they will be going home, and like elderly dementia, the patients with dementia, sometimes they will be talking about going home and they don't even live at home anymore.
Q. Now, so far as Ruth Pierce was concerned, she didn't have dementia so bad that she didn't know whether she had a home or not?
MR. POOL: Object to form.
A. Yes, sir, but Ruth Pierce never asked me -- to my knowledge asked me about her going home except the day that she told me the doctor was telling her

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that she was going home.
Q. But she pretty well indicated she wanted to go home; is that right?
MR. REEVES: I object to that question. It mischaracterizes the witness's testimony.
Q. Was it clear to you that she wanted to go home that day and that's why you called Dr. Pang?
A. When she thought she was going home, she wanted to go, but after that she didn't -- evidently she didn't fuss about staying.
Q. Okay.
A. To me.
MR. BRUCE: Okay. She didn't to you. That's fine. No further questions.

RECROSS-EXAMINATION
BY MR. POOL:
Q. Zaneta, real quick, the questions with respect to contact with the phone, limiting any contact to an attorney, those types of questions that I asked you, I understand that you have told us this afternoon that you didn't do any of those things; right?
A. Yes, sir.
Q. And you work with other health care providers who take care of your patients as well?

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A. Yes, sir.
Q. And in the course of providing care to Ms. Pierce, you would have observed and known some of the actions of the other health care providers as well?
A. Yes, sir.
Q. And based upon your understanding, none of the other health care providers --
MR. BRUCE: I'm going to object to that as leading.
Q. Based on your understanding, did any of the other health care providers do anything to prevent Ms. Pierce from leaving the facility?
A. No, sir.
Q. Limiting her access to a telephone?
A. No, sir.
Q. Depriving her from the ability to contact an attorney?
A. No, sir.
Q. Forcing her to take medication?
A. No, sir.
MR. POOL: Thank you.

FURTHER REDIRECT EXAMINATION
BY MR. BRUCE:
Q. Again, I've got some more questions. I asked

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you about personal knowledge. You indicated you had no personal knowledge of the things he just asked you about, limiting access to a phone, going home, forcing her to take medications, and so on. You said you have no personal knowledge. Did you observe anybody else doing anything to her?
A. No, sir.
Q. Refusing to let her use the phone?
A. No.
Q. You weren't there the whole time though, were you?
A. No, I wasn't there the whole time.
Q. You were only there 12 hours at a time when you were on shift?
A. Yes.
Q. You had other patients to take care of, so you weren't there with her all the time; right?
A. That is correct.
Q. You don't know what happened, do you?
A. I wouldn't say all that.
Q. Well, except for the things that you saw and the things you observed that other people might have done?
A. I think if someone would have did that, someone would have told somebody else and it would have

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been known.
Q. That's speculation on your part; is that right?
A. Yes, sir.
Q. It's not something that you have personal knowledge about?
A. Yes.
MR. BRUCE: No further questions of this witness.
MR. POOL: Nothing further. Thank you.
MR. REEVES: She'll waive signature.
(The deposition concluded at 3:35 p.m.)

CERTIFICATE

I, the undersigned, a shorthand reporter of the State of Missouri, do hereby certify that there came before me at the time, date, and place hereinbefore indicated the witness named on the caption sheet hereof, who was by me duly sworn to testify to the truth of said witness's knowledge, touching and concerning the matters in controversy in this cause; that the witness was thereupon examined under oath, the examination taken down by me in shorthand; and that the deposition is a true record of the testimony given and of all objections interposed.

I further certify that I am neither attorney or counsel for nor related to or employed by any of the parties to the action in which this deposition is taken, and further that I am not a relative or employee of any attorney or counsel employed by the parties hereto or financially interested in the action.

Dated at Sikeston, Missouri, this 10th day of October, 2013.

SHORTHAND REPORTER

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
SOUTHEAST DIVISION

RUTH PIERCE by Shirley Dodd Guardian and Conservator, Plaintiff,	)	
vs.	)	Civil Action No: 1:11CV00132CEJ
Pemiscot Memorial Health Systems, et al. Defendants.	)	

Exhibit N
Service Agreement Between Pemiscot Memorial Health Systems & Affinity Healthcare, Inc.
-Bonnie Moore's Response to Request for Production

Exhibit N– Service Agreement Between PMHS & Affinity Healthcare, Inc.- Defendant Moore's Response to Request for Production

SERVICES AGREEMENT

THIS AGREEMENT is made the 1st day of May, 2009 by and between Affinity Healthcare, Inc., a Missouri corporation, ("Consultant"), and Pemiscot Memorial Health Systems, ("Hospital").

WHEREAS, Consultant is in the business of developing systems and services necessary for the operation of behavioral health programs by general hospitals; and

WHEREAS, Hospital is a general hospital located in Hayti, Missouri and desires to continue to operate a 40-bed inpatient psychiatric unit and an outpatient behavioral health service (the "Program") in order to fully utilize its facilities and provide additional services to the community it serves.

NOW, THEREFORE, in consideration of the premises and the mutual terms and conditions hereof, the parties hereby agree as follows.

I.
Agreement

Pursuant and subject to the terms and conditions hereinafter set forth, Hospital hereby retains the services of Consultant to assist in the operation of the Program by the Hospital and Consultant agrees to provide the services necessary to assist in the provision of such psychiatric services by the Hospital for the consideration specified herein. During the term of this Agreement, Hospital agrees that it shall not enter into any agreement with any other person or entity which provides the same or substantially similar services to be provided to the Hospital by such other person or entity as the services provided by Consultant hereunder.

II.
Term

This Agreement shall commence on April 1, 2009 (the "Commencement Date"). This agreement shall have an initial term of three years. It is understood and agreed to by the parties that the Consultant fees, as defined in Section VI (a) and (b) herein, shall commence on the Commencement Date. This Agreement shall renew automatically for subsequent one year terms until written notice of termination is given by either party as provided in Section X (a) thru (h).

III.
Covenants of Hospital

Hospital covenants and agrees that, at its expense, it shall:

(a) Make all modifications and alterations to its facilities necessary for the operation of the Program in compliance with all applicable state and federal licensing, certification and code requirements.

(b) Furnish all ancillary Hospital facilities, support services, and patient services required to accommodate and satisfy the medical needs of the Program patients.

DEFENDANT'S EXHIBIT NO. L

(c) Remain currently licensed under applicable state law, certified as a hospital provider under Title XVIII (Medicare) of the Social Security Act as a hospital and maintain said certifications or accreditations, and all other licenses required by law, during the term of this Agreement. Evidence of such licenses, certificates and accreditations shall be submitted to Consultant upon reasonable request.

(d) Promptly notify Consultant in writing within five (5) business days of:

(i) Any action against any of its licenses;

(ii) Any changes in its ownership or business address;

(iii) Any legal or governmental action initiated against Hospital which could materially affect this Agreement; and,

(iv) Any other occurrence known to Hospital that could materially impair the ability of Hospital to carry out its duties and obligations of this Agreement.

(e) Notify Consultant within fifteen (15) business days of any legal action claiming medical malpractice related to services provided to Program patients filed against it or its Physicians during the period this Agreement is or was in effect. On any and all situations of potential legal liability of any kind, whether or not related to medical malpractice, Consultant shall be allowed to examine and receive a photocopy of the relevant medical records, personnel files, credentialing files and related supporting documents, subject to satisfaction of all privacy requirements under applicable federal and state law.

(f) Provide at Hospital's expense and with its prior approval the following items necessary for the Program: yellow page purchases; telephone and facsimile services; food and refreshments; and space for seminars and tours.

(g) Maintain a hospital-wide quality improvement system that meets the standards CMS Section 482-21-Conditions of Participation for Hospitals: Quality Assurance.

(h) Hospital agrees that licensed psychiatrists who are members of the Hospital's medical staff may admit and practice in the Program, and that Hospital will maintain and implement a medical staff review procedure to address attending physician's performance issues in accordance with Hospital medical staff bylaws. Hospital agrees also that licensed clinical social workers, licensed clinical psychologists, nurse practitioners, and physician assistants may also practice in the program under the supervision of a licensed psychiatrist upon approval of Allied Health Privileges as granted by the Hospital.

(i) The Hospital shall request that all physicians with admitting privileges to the Program sign an affidavit stating they have read and agree to abide by the Medicare and Hospital-specific clinical admitting criteria and that they understand they have the sole responsibility for approving each admission and determining the time when each patient should be discharged.

IV.
Covenants of Consultant

Consultant covenants and agrees that it shall:

(a) Provide recommendations concerning modifications and alterations to the physical plant necessary to establish and commence the operation of the Program.

(b) Determine, implement, and provide appropriate services to carry out treatment plans for the patients of the Program, subject to the review and approval of such services by Hospital. It is understood that daily patient care including diagnosis, development of the treatment plan, determining changes in the treatment plan and discharge planning is determined by the licensed physicians on the Hospital's medical staff practicing in the Program.

(c) Provide on-site training to the Hospital staff in the Program procedures and operation of the Program.

(d) Assist and advise Hospital in the preparation of any and all information, data and materials required for an application for accreditation, certification, licensure and survey by voluntary, local, state and national organizations.

(e) Provide for approval by the Hospital a customized copy for all Program fact sheets, brochures, announcements, flyers, and related written materials necessary to describe the elements of the Program to the public.

V.
Operation of the Program

It is agreed and understood that:

(a) The Program is a service provided by the Hospital to its patients and ultimate control and supervision over the Program and its operations shall reside with the Hospital. The Program shall be subject to the same monitoring and oversight by the Hospital as is applicable to any other department of the Hospital.

(b) The medical staff committees of the Hospital, such as quality assurance, utilization review and coordination and integration of services, shall be responsible for the medical services provided in the Program.

(c) The Medical Director of the Program shall abide by the Hospital By-laws in the same manner as any other medical director of a department of the Hospital and shall be subject to the same type of supervision and accountability as any other department medical director.

(d) Consultant shall conduct its activities in compliance with all rules, policies and regulations of Hospital, its medical staff, and all applicable governmental rules, regulations, statutes, and ordinances.

(e) Hospital shall confer with Consultant in the selection of its nursing and applicable support staff for the Program, and Hospital shall not offer employment or continue to employ any Program individual rendering services to the Program to whom Consultant reasonably objects. Consultant shall provide Hospital written notice of any employee deficiencies and Hospital shall have thirty (30) days from date of such notice to correct the employee's job performance deficiencies. In the event that Consultant still desires that the employee be removed from the Program after such thirty (30) day period, Hospital agrees to remove such employee within fifteen (15) days of notice to such effect in a manner consistent with Hospital's personnel policies and procedures.

(f) All patient records are records of the Hospital and shall be maintained in accordance with procedures of the Hospital applicable to patient records.

(g) Consultant shall not distribute any of the Hospital's public relations, advertising, and community relation's materials and literature for the Program without the Hospital's approval.

VI.
Consultant Fees

The Hospital shall pay Consultant for its services the fees as described in subsection (a), below commencing on the Commencement Date as defined in Section II, herein.

(a) Inpatient - For the period beginning with the Commencement Date through the end of this Agreement, the Hospital shall pay to Consultant a monthly fee for its services equal to $[redacted] per patient admission (Inpatient Per Admission Fee). This shall be capped at $[redacted] per month.

(b) Outpatient – For the period beginning with the Commencement Date through the end of this Agreement, the Hospital shall pay to Consultant a Per Encounter Fee for patients seen for behavioral health services through the Hospital's provider-based rural health clinics. This shall apply only for services provided by clinicians under contract with Consultant. Services shall be delivered by a qualified professional credentialed through the hospital. This fee shall be [redacted]% of the amount collected of the respective current rural health clinic rate not to exceed $[redacted] less a deduction for billing services consistent with the amount charged Hospital by their billing company agreement.

(c) Expenses. Consultant shall be responsible for all out-of-pocket expenses related to travel, telephone and other related expenses. Consultant shall pass back to the hospital any preapproved salary and benefit cost of program staff as a pass through.

(d) On or before the tenth (10^{th}) working day of each calendar month, Consultant shall provide Hospital with an invoice for the fee payable to Consultant for the preceding calendar month. Such invoices shall be due and payable by Hospital on the last day of the calendar month following the calendar month to which the invoice relates. Hospital agrees to pay Consultant interest, at the rate of two (2) points over the prime rate or the maximum interest rate under applicable law, on any and all Consultant fees unpaid after the due date, said interest to accrue from the date originally due.

(c) Hospital and Consultant agree that no portion of the consideration payable to Consultant under this Agreement shall constitute a payment for either referring a patient to the Hospital or recommending to any person the purchase of services from the Hospital. Notwithstanding any unanticipated effect of any of the provisions herein, no party intends to violate the federal Medicare and Medicaid Anti-Kickback Statute and/or the federal Physician Self-Referral Statute as such provisions are amended from time to time. Consultant shall refer all patients to the Hospital for all healthcare services not provided under this agreement except (1) when the patient expresses a different choice; (2) when the patient's insurer determines the provider; (3) when the referral is not in the best medical interest of the patient in the Supervising Physician's judgment; or (4) when the Hospital does not provide the healthcare services ordered by the Supervising Physician. Both Hospital and Consultant intend that this Agreement shall be applied and construed in a manner that does not create an arrangement that would violate the provisions of the Medicare anti-kickback statute, 42 U.S.C. 1320a-7b.

VII.
Patient Admissions and Billing

Hospital shall have the sole right to determine the eligibility for admission of all patients, including the policy and procedures for judging clinical admissions and including developing and administering financial criteria. Hospital or its duly authorized agent shall have the exclusive and sole right to invoice and collect all charges for Hospital services rendered to Program patients. All amounts collected by Hospital or its duly authorized agent pursuant to such invoices shall belong exclusively to Hospital and Consultant shall have no right or interest in the same. However, charges for professional services rendered to Program patients by health professionals such as physicians, clinical nurse specialists, advanced registered nurse practitioners, etc., shall be invoiced and collected by the health professional or their employer, if so assigned by the health professional. The rates at which Hospital shall charge Program patients for the services of Program shall be established by Hospital after consultation with Consultant.

VIII.
Confidential Information

For the purposes of this Agreement, the term confidential information ("Confidential Information") shall include the following: (i) all documents and other materials, including but not limited to, all memoranda, clinical manuals, handbooks, production books, educational material and audio or visual recordings, which contain information relating to the operation of the Program (excluding written materials distributed to patients in the operation of the Program or as promotion for the Program), (ii) all methods, techniques and procedures utilized in providing services to patients in the Program not readily available through sources in the public domain, (iii) all trademarks, tradenames, service marks, or protected software of Consultant and their related data files, and (iv) any and all documents, materials and other information regarding the Hospital, or any of its patients or personnel, that is not readily available in the public domain.

Each party hereto agrees and acknowledges that (i) the Confidential Information constitutes valuable business information developed by each party at great expenditure of time, effort and money, (ii) the Confidential Information may not be used for any purpose other than the performance of this Agreement without the express prior written consent of the party to

whom it belongs or relates. Each party hereto further agrees to keep strictly confidential and hold in trust all Confidential Information and not disclose or reveal such information to any third party without the express prior written consent of the party to whom it belongs or relates.

Each party hereto acknowledges that the disclosure of Confidential Information to the other party is done in reliance upon the other party's representations and covenants in this Agreement. Upon termination of this Agreement by either party for any reason whatsoever, each party hereto shall forthwith return to the other party all material constituting or containing Confidential Information belonging or relating to such other party and each party hereto shall not thereafter use, appropriate, or reproduce such information or disclose such information to any third party.

In the event of a breach by either party of the provisions of this paragraph, the non-breaching party shall be entitled to an equitable remedy prohibiting the breaching party from disclosing in whole or in part any Confidential Information. Nothing herein shall be construed as prohibiting the breached party from pursuing other remedies available to it, including recovery of damages.

IX.
Recruitment of Personnel

(a) Hospital acknowledges that Consultant has expended and shall continue to expend substantial time, effort and money in recruiting and training its employees, independent contractors, and/or consultants necessary for providing its services for the Program. Such employees, independent contractors, and/or consultants shall have access to and possess Confidential Information of Consultant. In consideration thereof, Hospital and its affiliates, joint venture partners, independent contractors, or any other entities with whom the Hospital has an existing or planned business relationship for the purposes of providing the same or similar services as Consultant shall not:

(i) Employ or solicit the employment of any current or former employees, independent contractors, and/or consultants hired after the Commencement Date of this Agreement, during the term of this Agreement and for a period of two (2) years after termination of this Agreement for any reason whatsoever, unless Consultant gives its prior written consent thereto.

(ii) Enter into a management or consulting agreement for services related to the operation of the Program with a company, partnership, or individual that employs or solicits the employment of any current or former Consultant employees, independent contractors, and/or consultants during the term of this Agreement and for a period of one (1) year after termination of this Agreement for any reason whatsoever, unless Consultant gives its prior written consent thereto.

(iii) Employ or solicit the employment of any individuals recruited by Consultant and proposed to the Hospital to be an employee, independent contractor, and/or consultant for a period of two (2) years after termination of this Agreement for any reason whatsoever, unless Consultant gives its prior written consent thereto.

X.
Termination

This Agreement may be terminated upon the occurrence of any one of the following events:

(a) Either party may terminate this Agreement upon the failure of the other to cure any breech or default of any material term, condition or covenant of this Agreement (other than the payment of the Consultant fees which shall be governed by Section X (d) herein) within thirty (30) days after written notice by the terminating party to the other specifying with particularity the specific material term, condition or covenant which has not been performed or has been breached by the other party.

(b) Hospital may terminate this Agreement, upon written notice and payment of any and all fees due Consultant effective immediately, if Consultant (i) files a petition in bankruptcy or is adjudicated bankrupt; (ii) institutes or suffers to be instituted any procedure in bankruptcy court for reorganization or rearrangement of its financial affairs; (iii) has a receiver of its assets or property appointed because of insolvency; or (iv) makes a general assignment for the benefit of creditors.

(c) Consultant may terminate this Agreement, upon written notice effective immediately, if the Hospital (i) files a petition in bankruptcy or is adjudicated bankrupt; (ii) institutes or suffers to be instituted any procedure in bankruptcy court for reorganization or rearrangement of its financial affairs; (iii) has a receiver of its assets for property appointed because of insolvency; or (iv) makes a general assignment for the benefit of creditors.

(d) Consultant may, upon written notice effective immediately, terminate this Agreement at any time in the event that Hospital shall fail to pay any fee due to Consultant pursuant to Section VI herein within thirty (30) days after the date that any such payment is due.

(e) In the event of termination, with or without cause by either party, it is expressly understood that the Hospital shall have sole responsibility for the continued delivery of services to current patients of the Program or its associated Program.

(f) Beginning the fourth year of operation, either party may terminate this Agreement without cause with 120 days written notice.

(g) In the event of the termination of this Agreement, with or without cause, by either party, such termination shall not affect or negate any obligations of either party to the other arising prior to the date of termination. Further, any termination of this Agreement shall be without prejudice to any right or remedy to which the terminating party may be entitled either by law, or in equity, or under this Agreement.

XI.
Notices

Any notice, demand or other document required or permitted to be delivered hereunder shall be in writing and may be delivered personally, by overnight mail, or shall be deemed to be

delivered when deposited in the United States Mail, postage prepaid, Registered or Certified Mail, Return Receipt Requested, addressed to the parties at their respective addresses indicated below, or as such other addresses as may have theretofore been specified by written notice delivered in accordance herewith.

If to Consultant:

Ben Bloom, Clinical Psychologist
President
Affinity Healthcare, Inc.
P.O. Box 4757
Springfield, Missouri 65808

If to Hospital:

Kerry Noble
Chief Executive Officer
Pemiscot Memorial Hospital
Highway 61 and Read Road
Hayti, Missouri 63851

XII.
Waiver

The waiver by either party hereto of a breach of any term or provision of this Agreement shall not operate or be construed as a waiver of a subsequent breach of the same provision by any party or of the breach of any other term or provision of this Agreement. The delay or a failure of a party to transmit any written notice hereunder shall not constitute a waiver by such party of any default hereunder or of any other or further default under this Agreement.

XIII.
Miscellaneous

(a) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Missouri.

(b) Federal Government Access. Consultant agrees to the extent required by Section 1861(v)(1)(I) of the Federal Social Security Act that:

(i) Until the expiration of four (4) years after the furnishing of services pursuant to this Agreement, Consultant shall make available, upon written request to the Secretary of Health and Human Services, or upon request to the Comptroller General, or any of their duly authorized representatives, this Agreement, and books, documents and records of Consultant that are necessary to certify the nature and extent of the costs claimed to Medicare with respect to the services provided under this Agreement.

(ii) If Consultant carries out any of the duties of this Agreement through a subcontract, with a value or cost of $[redacted] or more over a twelve (12) month period,

with a related organization, until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, Consultant shall cause the related organization to make available, upon request to the Secretary of Health and Human Services, or upon request to the Comptroller General, or any of their duly authorized representatives, that subcontract, and books, documents and records of such related organization that are necessary to verify the nature and extent of the costs claimed to Medicare with respect to the services provided under this Agreement.

(c) Invalid Provisions. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; and the remaining provision hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Agreement, a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and still be legal, valid or enforceable.

(d) Entire Agreement. This Agreement sets forth the entire understanding of the parties and supersedes all prior agreements or understandings whether written or oral, with respect to the subject matter hereof. No terms, conditions, warranties, other than those contained herein, and no amendments or modifications hereto shall be binding unless made in writing and signed by the parties hereto. It is understood that only an officer of Consultant can agree in writing to amend or modify this Agreement. It is further understood that Consultant's Program Director is not an officer of Consultant.

(e) Binding Effect. This Agreement shall extend to and be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns; provided, however, that neither party shall have the right to assign this Agreement, except to a subsidiary or parent corporation, or any entity controlled by a subsidiary or parent corporation, without the prior written consent of the other party hereof.

(f) Titles. Titles of the paragraphs herein are used solely for convenience and shall not be used for interpretation or construing any work, clause, paragraph, or provision of this Agreement.

(g) Force Majeure. If either of the parties hereto is delayed or prevented from fulfilling any obligations under this Agreement by any cause beyond the reasonable control of such party, including but not limited to, act of God, act or omission of civil or military authorities of a nation or state, fire, strike, flood, riot, war, delay of transportation, or inability due to the aforementioned causes to obtain necessary labor, materials or facilities, then said party shall not be liable under this Agreement for said delay or failure.

(h) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

(i) Indemnity – Consultant. Consultant hereby agrees to indemnify and hold Hospital harmless from and against any and all liability, loss, damage, claim or cause of action, and expenses connected therewith (including reasonable attorney's fees) caused or asserted to have been caused, directly or indirectly, with or without regard to fault, as a result of the services provided by Consultant under this Agreement.

(j) Indemnity – Hospital. Hospital hereby agrees to indemnify and hold Consultant harmless from and against any and all liability, loss, damage, claim or cause or action, and expenses connected therewith (including reasonable attorney's fees) caused or asserted to have been caused, directly or indirectly, with or without regard to fault, as a result of the services provided by Hospital under this Agreement.

(k) Independent Contractor. Consultant's relationship to the Hospital shall be that of independent contractor and nothing herein shall be construed as making Consultant an employee, partner or joint venturer of Hospital. It is expressly understood that both parties shall be responsible for their own employees and shall make no claims to the other for work and vacation pay, sick leave, retirement benefits, social security, workers compensation, disability or unemployment, insurance benefits or employee benefits of any kind.

(l) Enforcement. In the event that either party must resort to legal action in order to enforce these terms and provisions of this Agreement, then the prevailing party shall be entitled to recover the costs of such action so incurred, including without limitation, reasonable attorney's fees.

(m) Assignment. Either party may assign this Agreement or its respective rights and obligations hereunder without the prior written consent of the other party with 90 days prior written notice.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first written above.

Affinity Healthcare, Inc.

By: _____
Ben Bloom, Clinical Psychologist
President

HOSPITAL

By: _____
Kelly Noble, Chief Executive Officer

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
SOUTHEAST DIVISION

RUTH PIERCE by Shirley Dodd Guardian and Conservator, Plaintiff,	)	
vs.	)	Civil Action No: 1:11CV00132CEJ
Pemiscot Memorial Health Systems, et al. Defendants.	)	

Exhibit O
96 Hour Commitment Order & Application

IN THE CIRCUIT COURT OF Perniscot COUNTY, MISSOURI

Probate Division	Case Number:

In the Matter of Ruth Pierce, Respondent.

(Date File Stamp)

Order for 96 Hour Detention, Evaluation and Treatment and Warrant

(Mental Health) SS#: [redacted]

The court takes up the application of Adrienne Calvert for the detention, evaluation and treatment of the respondent. The applicant is present in person. The respondent is ☑ not present ☐ present. The court having heard and examined the evidence submitted finds that the respondent is in this county and that there is probable cause to believe that the respondent has a mental disorder and presents a likelihood of serious harm to respondent or others.

It is ordered that the respondent is placed in the custody of the Director of the Department of Mental Health; or the head of Resolutions - Perniscot Memorial, a mental health facility, for detention, evaluation and treatment for a period not to exceed 96 hours unless a petition for a further period of detention and treatment is filed with the court of competent jurisdiction.

It is further ordered that a warrant be issued directing the Sheriff of Perniscot County, Missouri, or any other peace officer of the State of Missouri, to take the respondent into custody and transport respondent to: Resolutions - Perniscot Memorial. This order is valid for 10 days.

Warrant

The State of Missouri to the Sheriff of Perniscot County, Missouri or any Peace Officer in the State of Missouri:

Because an application for the detention, evaluation and treatment of Ruth Pierce, respondent, has been filed and the court has found that there is probable cause to believe that the respondent has a mental disorder and presents a likelihood of serious harm to the respondent or others, you are commanded to take the respondent into custody and transport the respondent to Resolutions - Perniscot Memorial for detention, evaluation and treatment.

If the respondent is not found and transported to the named facility within 10 days, this order will become void. Upon executing this warrant, you shall make a return to the Probate Division Clerk.

DATE: 5-15-07

COMMISSIONER

JUDGE

Executed this Warrant on: _____.

SHERIFF

_____, MISSOURI.

BY: Just Bost & Bryan Burgess

OSCA (7-98) MH15

1 of 1

632.305. RSMo.

Perniscot - Resolutions 016

016

DEFENDANT'S EXHIBIT NO. C

APPLICATION TO COURT F . 96 HOUR DETENTION, EVALUATION AND TREATMENT/REHABILITATION

No. _____

IN THE CIRCUIT COURT OF Pemiscot COUNTY, MISSOURI
PROBATE DIVISION

IN THE MATTER OF Ruth Pierce, RESPONDENT.

Date of Birth: 10.2.24 Gender: ☐ Male ☑ Female

The applicant herein states to the Court as follows:

1. That the respondent Ruth Pierce age 85, birthdate 10.2.24, resides at 303 Baxter St (street) Steele (city) Pemiscot (county) MO (state) (zip code)
and is now at Above residence.

2. That the applicant has reason to believe that the respondent is mentally disordered/abuses alcohol or drugs or both as defined by law and presents a likelihood of serious harm to her self or others, and thus is in need of detention, evaluation and treatment rehabilitation.

3. The facts that support the applicant's belief that the respondent is mentally disordered/abuses alcohol or drugs or both are:
Client is refusing medical or mental health treatment. Hospitalization is likely to prove beneficial in symptom reduction.

4. The facts that support the applicant's belief that the respondent presents a likelihood of serious harm are:
Client poses an immediate, substantial likelihood of serious harm to others based on threats she has made to others in the community and access to weapons.

5. That attached and made a part of hereof are affidavits in support of this application and the names and addresses of persons known to the applicant to have personal knowledge of the facts.

WHEREFORE, the applicant requests the Court to hold a hearing on this application and to order that the respondent be taken into custody and transferred to Hospitalization - Pemiscot Memorial for detention, evaluation and treatment/rehabilitation for a period not to exceed 96 hours pursuant to Chapter 632, RSMo/Chapter 631, RSMo. Adrienne Calvert, applicant herein, verifies and affirms that the facts stated in the foregoing application are true to the best of her knowledge and belief.

Attachments

DIVISION CLERK [signature]		DEPUTY DIVISION CLERK BY			
APPLICANT Adrienne Calvert				TELEPHONE 888.5925	
STREET 925 Hwy VV	CITY Kennett	COUNTY Dunklin	STATE MO	ZIP CODE 63857	

NOTARY PUBLIC EMBOSSER OR BLACK INK RUBBER STAMP SEAL

STATE MO

COUNTY (OR CITY OF ST. LOUIS)

SUBSCRIBED AND SWORN BEFORE ME, THIS DAY OF YEAR

USE RUBBER STAMP IN CLEAR AREA BELOW

NOTARY PUBLIC SIGNATURE | MY COMMISSION EXPIRES

NOTARY PUBLIC NAME (TYPED OR PRINTED)

CSD-0178 (06-07) DMH 128

DEFENDANT'S EXHIBIT NO. D-7

STATE OF MISSOURI
DEPARTMENT OF MENTAL HEALTH
AFFIDAVIT IN SUPPORT OF APPLICATION FOR DETENTION, EVALUATION AND TREATMENT/REHABILITATION - ADMISSION FOR 96 HOURS

IN THE MATTER OF Ruth Pierce, RESPONDENT,

Walter Dale SPO 405, HEREBY AFFIRMS AN OATH AS FOLLOWS:

(Describe the behavior which respondent exhibits which supports the conclusion that respondent is mentally disordered or an alcohol or drug abuser and presents a likelihood of serious harm to himself or others.)

Ruth Pierce has made threats of shooting people who are tampering with her electrical, and cable. She has tried to show me people who are not visable. Ruth Pierce has made claims to me as well as my chief that people are under her home. And in her walls, statements have been made by Ruth Pierce that her electric and cable are being watch by others. I did remove a pistol from the home that was loaded. After she told me she was going to use it on girl who was walking on across street. Ruth has been holding a knife when I Resp. ended to her calls. I have been told a second pistol is in the home. She just pulled a knife on others.

NAME (SIGNATURE) Walter Dale

STREET ADDRESS 115 North walnut st

CITY Steele STATE MO ZIP CODE 63877 TELEPHONE 695-2000 cell (573) 624-1256

NOTARY PUBLIC THEREFOR SEAL

AMBER D. POWERS
Notary Public - Notary Seal
STATE OF MISSOURI
Pemiscot County
Commission # 08832557
My Commission Expires: 06/08/2012

STATE OF Missouri

COUNTY (OR CITY OF ST. LOUIS) Pemiscot

SUBSCRIBED AND SWORN BEFORE ME, THIS 15 DAY OF May 2009

USE RUBBER STAMP IN CLEAR AREA BELOW.

NOTARY PUBLIC SIGNATURE Amber D. Powers MY COMMISSION EXPIRES 06/08/2012

NOTARY PUBLIC NAME (TYPED OR PRINTED) Amber D. Powers

AMBER D. POWERS
Notary Public - Notary Seal
STATE OF MISSOURI
Pemiscot County
Commission # 08832557
My Commission Expires: 06/08/2012

MO 580-0175 (6-84) DMH 142

018

DEPARTMENT OF MENTAL HEALTH
AFFIDAVIT IN SUPPORT OF APPLICATION FOR DETENTION, EVALUATION AND TREATMENT/REHABILITATION - ADMISSION FOR 96 HOURS

IN THE MATTER OF Ruth Pierce, RESPONDENT.

Debbie DiCarlo, HEREBY AFFIRMS AN OATH AS FOLLOWS:

(Describe the behavior which respondent exhibits which supports the conclusion that respondent is mentally disordered or an alcohol or drug abuser and presents a likelihood of serious harm to himself or others.)

I have received numerous phone calls from police officers, post master, and others in the community regarding Ms. Pierce's mental instability. She has no family to assist her. She is confused during my home visits with her, but today is the first time she has actually threatened harm to herself or anyone else. She has threatened someone walking down the street with a knife + said "Jim going to take care of her." She thinks neighbors are tapping her phone + listening to everything she says.

NAME (SIGNATURE) Debbie DiCarlo

STREET ADDRESS 911 Hwy. 84

CITY Centerville, STATE MO ZIP CODE 63830 TELEPHONE (573) 333-5222

NOTARY PUBLIC EMBOSSER SEAL

STATE OF Missouri

COUNTY (OR CITY OF ST. LOUIS) Perniscot

SUBSCRIBED AND SWORN BEFORE ME, THIS 15th DAY OF May 2009

USE RUBBER STAMP IN CLEAR AREA BELOW.

NOTARY PUBLIC SIGNATURE Marsha Wallace MY COMMISSION EXPIRES 11/18/2012

NOTARY PUBLIC NAME (TYPED OR PRINTED) Marsha Wallace

MARSHA WALLACE
Notary Public - Notary Seal
STATE OF MISSOURI
Perniscot County
Commission # 08885200
My Commission Expires: 11/18/2012

MO 650-0172 (8-86)

019

STATE OF MISSOURI
DEPARTMENT OF MENTAL HEALTH
LIST OF WITNESSES

NO.

IN THE CIRCUIT COURT OF Perriscot COUNTY, MISSOURI

PROBATE DIVISION

IN THE MATTER OF Ruth Pierce, RESPONDENT.

TO (ATTORNEY FOR RESPONDENT)

FOLLOWING ARE THE NAMES, ADDRESSES, AND TELEPHONE NUMBER OF PROSPECTIVE WITNESSES KNOWN TO THE APPLICANT/PETITIONER:

NAME	RELATIONSHIP	ADDRESS	PHONE
Walter Dale	police	115 N. Walnut St Steele, MO	724.1256
Debbie DiCarlo	Senior Service	911 Hwy 84 Cesutherville, MO	333.5222

APPLICANT/PETITIONER: Adrienne Calvert
TITLE: LPC
FACILITY: Family Counseling Center
ADDRESS: 925 Hwy VV
CITY: Kennett
STATE: MO
ZIP: 63857
TELEPHONE: 888.5925

MO 630-0152N (2-96) DMH 137

020

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
SOUTHEAST DIVISION

RUTH PIERCE by Shirley Dodd Guardian and Conservator, Plaintiff,	)	
vs.	)	Civil Action No: 1:11CV00132CEJ
Pemiscot Memorial Health Systems, et al. Defendants.	)	

Exhibit Q
Affidavit of Debbie DiCarlo
-Second Motion for Summary Judgment of Jim Pang, M.D.

Exhibit Q- Affidavit of Debbie DiCarlo- Second Motion for Summary Judgment of Jim Pang, M.D.

IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
SOUTHEASTERN DIVISION

RUTH PIERCE by Tammy Clowers Guardian and Conservator,	)	Civil Action No:
Plaintiff,	)	
vs.	)	1:00CV00132CEJ
Pemiscot Memorial Health Systems, Bonnie Moore, Dr. James Pang, Affinity Healthcare, Inc., Benton 'Ben' Bloom,	)	Jury Trial Demanded
Defendants.	)	

AFFIDAVIT OF DEBBIE DICARLO, APCW II

STATE OF Missouri
COUNTY OF Pemiscot

I, Debbie DiCarlo, APCW II, state on oath as follows:

1. I am a social worker for the Missouri Department of Health and Senior Services.

2. I was the case worker on Ms. Ruth Pierce's case.

3. I have reviewed my notes and file Bates labeled PIERCE-3108 through 3241.

4. It is standard procedure that a facility will not formally discharge a patient once a 96-hour hold has expired and a safe discharge plan is not in place.

FURTHER AFFIANT SAITH NOT.

Debbie DiCarlo, APCW II

Subscribed and sworn to before me this 6th day of August, 2013.

Notary Public

My Commission Expires:
June 18, 2014

CHERYL YARBROUGH
Notary Public - Notary Seal
State of Missouri
Commissioned for Pemiscot County
My Commission Expires: June 18, 2014
Commission Number: 10396102