

THE STATE OF SOUTH CAROLINA
In The Supreme Court

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APPEAL FROM RICHLAND COUNTY
APPELLATE PANEL, WORKERS' COMPENSATION COMMISSION

S.C. Supreme Court

Opinion No. 4865 (S.C. Ct. App. filed Aug. 10, 2011)

Mildred H. Shatto Petitioner,

v.

McLeod Regional Medical Center Respondent,

and

Staff Care, Inc., and
Travelers Insurance Defendants.

APPENDIX - VOLUME II

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THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM SOUTH CAROLINA
WORKERS' COMPENSATION COMMISSION

G. Bryan Lyndon, Commissioner

W.C.C. File Nos.: 0724433 and 0724543

Mildred H. Shatto, Employee/Claimant, ... Respondent,

v.

McLeod Regional Medical Center, Employer/Carrier Appellant,

and

Staff Care, Inc., Employer and Travelers Insurance, Carrier, ... Respondents.

RECORD ON APPEAL

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APPELLATE PANEL
DECISION AND ORDER
OF THE
SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION
WCC FILE NOS.: 072443 and 072543

Mildred H. Shatto
Employee/Claimant

versus

McLeod Regional Medical Center
Employer/Carrier/Defendant,

and

Staff Care, Inc., Employer
and Travelers Insurance, Carrier,
Defendants

Appellate Panel Review held in Columbia,
South Carolina on March 24, 2009 per
Notices timely and properly served on all
parties of interest.

Appellate Panel Decision and Order filed
5/19, 2009.

Appearances: Claimant/Respondent represented by Margaret M. Bluestein,
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Defendants/Appellants McLeod Regional Medical Center
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Graham & Laney, PA, P.O. Box 5478, Florence, SC 29502

STATEMENT OF THE CASE

The parties were heard by Commissioner G. Bryan Lyndon on August 21, 2008 in Florence, South Carolina. On December 3, 2008, he issued the following Order:

It is, therefore, ordered, Defendant McLeod shall pay all past and future causally-related medical treatment until further Order of the Commission.

Ordered that Defendants McLeod shall pay temporary total disability benefits from January 1, 2008, and continuing until further Order of the Commission.

Within the statutory period, counsel for the Defendants McLeod filed an Application for Review in the case setting forth his reason, copies of which were furnished to all interested parties, prior to oral argument presented before the Appellate Panel on March 24, 2009. All proffered testimony has been taken. Such, together with all documentary evidence, has been delivered by oral argument to the individual members of the Full Commission and has since been under study and consideration.

By appeal, Defendants respectfully submit the following:

1. Whether the Hearing Commissioner erred in Finding of Fact Number 1 insofar as it indicates that McLeod is bound by the provisions of the *South Carolina Workers' Compensation Act* in regards to this claim, when such a factual finding is against the greater weight and preponderance of the reliable and substantial evidence in the record?
2. Whether the Hearing Commissioner erred in the portion of Finding of Fact Number 3 indicating that the Claimant had an injury that arose out of and in the course and scope of her "employment", when such a factual finding

is against the greater weight and preponderance of the reliable and substantial evidence in the record?

3. Whether the Hearing Commissioner erred in the portion of Finding of Fact Number 3 that the Claimant's incident was "not idiopathic in nature", when such a factual finding is against the greater weight and preponderance of the reliable and substantial evidence in the record?
4. Whether the Hearing Commissioner erred in Finding of Fact Number 4 that Staff Care functions as a broker in this case and matched the Claimant with McLeod, when such a factual finding is against the greater weight and preponderance of the reliable and substantial evidence in the record?
5. Whether the Hearing Commissioner erred in the portion of Finding of Fact Number 4 that the Claimant was in effect lent to McLeod since the Claimant actually worked for McLeod, when such a factual finding is against the greater weight and preponderance of the reliable and substantial evidence in the record?
6. Whether the Hearing Commissioner erred in the first sentence of Finding of Fact Number 5 that the borrowed servant doctrine applies in this case, when such a factual finding is against the greater weight and preponderance of the reliable and substantial evidence in the record?
7. Whether the Hearing Commissioner erred in the portion of the second sentence of Finding of Fact Number 5 that McLeod is a special employer,

weight and preponderance of the reliable and substantial evidence in the record?

12. Whether the Hearing Commissioner erred in Finding of Fact Number 10 that McLeod provided usual and customary equipment needed by the Claimant and that all such equipment is an indication of an employer/employee relationship, when such a factual finding is against the greater weight and preponderance of the reliable and substantial evidence in the record?
13. Whether the Hearing Commissioner erred in Finding of Fact Number 11 that McLeod had the right to fire the Claimant, when such a factual finding is against the greater weight and preponderance of the reliable and substantial evidence in the record?
14. Whether the Hearing Commissioner erred in the portion of Finding of Fact Number 11 that McLeod ultimately fired the Claimant on December 28, 2007, when such a factual finding is against the greater weight and preponderance of the reliable and substantial evidence in the record?
15. Whether the Hearing Commissioner erred in Finding of Fact Number 12 that McLeod was ultimately responsible for paying Claimant, when such a factual finding is against the greater weight and preponderance of the reliable and substantial evidence in the record?
16. Whether the Hearing Commissioner erred in the portion of Finding of Fact Number 12 that McLeod either had to provide the Claimant with housing, local transportation, en route lodging, and reasonable transportation costs

or to directly reimburse Staff Care for those items, when such a factual finding is against the greater weight and preponderance of the reliable and substantial evidence in the record?

17. Whether the Hearing Commissioner erred in Finding of Fact Number 13 that the Claimant never "met with" any member of Staff Care, when such a factual finding is against the greater weight and preponderance of the reliable and substantial evidence in the record?
18. Whether the Hearing Commissioner erred in Finding of Fact Number 17 that Defendant McLeod is to pay for all past and future causally related medical treatment, when such a factual finding is against the greater weight and preponderance of the reliable and substantial evidence in the record?
19. Whether the Hearing Commissioner erred in Finding of Fact Number 18 that Defendant McLeod is to pay Claimant temporary total disability benefits from January 1, 2008 and continue until further Order of the Commission, when such a factual finding is against the greater weight and preponderance of the reliable and substantial evidence in the record?
20. Whether the Hearing Commissioner erred in failing to render a factual finding that there was never a contract of hire between the Claimant and McLeod, when the failure to render such a factual finding is against the greater weight and preponderance of the reliable and substantial evidence in the record?

21. Whether the Hearing Commissioner erred in failing to render a factual finding that the Workers' Compensation Commission does not have jurisdiction over this claim since there is no employer/employee relationship between the Claimant and McLeod, when the failure to render such a factual finding is against the greater weight and preponderance of the reliable and substantial evidence in the record?
22. Whether the Hearing Commissioner erred in failing to render any factual findings about the Claimant's contractual relationship with Staff Care, when the failure to render such factual findings is against the greater weight and preponderance of the reliable and substantial evidence in the record?

23. Whether the Hearing Commissioner erred in failing to render any factual finding that there is not a written contract between the Claimant and McLeod and there is in fact a written contract between the Claimant and Staff Care, when the failure to render such factual finding is against the greater weight and preponderance of the reliable and substantial evidence in the record?
24. Whether the Hearing Commissioner erred in failing to render a factual finding that the Claimant is a medical professional subject to governance by a medical licensing board and is solely responsible for the details of her work, when the failure to render such a factual finding is against the greater weight and preponderance of the reliable and substantial evidence in the record?

25. Whether the Hearing Commissioner erred in failing to render a factual finding that the Claimant receives her credentialing from the American Association of Nurse Anesthetists and is governed by §40-33-34 of the South Carolina Code of Laws, when the failure to render such a factual finding is against the greater weight and preponderance of the reliable and substantial evidence in the record?
26. Whether the Hearing Commissioner erred in failing to render a factual finding that the laws of South Carolina governs a significant portion of the details of the Claimant's work, not McLeod, according to the Claimant's testimony, when the failure to render such a factual finding is against the greater weight and preponderance of the reliable and substantial evidence in the record?
27. Whether the Hearing Commissioner erred in failing to render factual findings regarding the control of the Claimant exercised over the work she did at McLeod, including but not limited to the fact that she picked what shift she was going to work, when the failure to render such a factual finding is against the greater weight and preponderance of the reliable and substantial evidence in the record?
28. Whether the Hearing Commissioner erred in failing to render a factual finding that the contract between the Claimant and Staff Care indicated that if she became an employee of McLeod within two years either she or McLeod would owe Staff Care \$22,000, when the failure to render such a

factual finding is against the greater weight and preponderance of the reliable and substantial evidence in the record?

29. Whether the Hearing Commissioner erred in failing to render a factual finding that the Claimant acknowledged that if the Hearing Commissioner himself wanted to go to the operating room to see where she fell, he would have to put on sterile clothing to go in there since everyone going into the sterile environment had to wear scrubs provided by the hospital, when such a factual finding is against the greater weight and preponderance of the reliable and substantial evidence in the record?
30. Whether the Hearing Commissioner erred in failing to render a factual finding that the Claimant's testimony is that she was never paid anything by McLeod, when the failure to render such a factual finding is against the greater weight and preponderance of the reliable and substantial evidence in the record?
31. Whether the Hearing Commissioner erred in failing to render a factual finding that the Claimant was involved in an automobile accident in the rental care provided to her by Staff Care and that Staff Care instructed her about everything to do with the rental car and the accident, when the failure to render such a factual finding is against the greater weight and preponderance of the reliable and substantial evidence in the record?
32. Whether the Hearing Commissioner erred in failing to render a factual finding the McLeod employee CRNAs are not provided with a rental car, when the failure to render such a factual finding is against the greater

weight and preponderance of the reliable and substantial evidence in the record?

33. Whether the Hearing Commissioner erred in failing to render a factual finding that other than having the head CRNA tell her in which operating rooms she would be working, the only other person that the Claimant would answer to so to speak would be the anesthesiologist, when the failure to render such a factual finding is against the greater weight and preponderance of the reliable and substantial evidence in the record?

34. Whether the Hearing Commissioner erred in failing to render a factual finding that the Claimant testified that in doing her job she is required to exercise independent judgment (i.e. the details of her work) regarding the patients' level of anesthesia, airway competence, and blood pressures up or down, when the failure to render such a factual finding is against the greater weight and preponderance of the reliable and substantial evidence in the record?

35. Whether the Hearing Commissioner erred in failing to render a factual finding that the Claimant testified that at the end of the day she is responsible for making sure she does what she is supposed to do as a CRNA, when the failure to render such a factual finding is against the greater weight and preponderance of the reliable and substantial evidence in the record?

36. Whether the Hearing Commissioner erred in failing to render a factual finding that the Claimant testified that McLeod had the equipment that she normally provided as a CRNA but, had they not, she simply would have provided it herself, when the failure to render such a factual finding is against the greater weight and preponderance of the reliable and substantial evidence in the record?
37. Whether the Hearing Commissioner erred in failing to render a factual finding that McLeod employee CRNAs are provided with group health insurance, vacation days, sick days, and availability to participate in a retirement program, and the Claimant was not, when the failure to render such a factual finding is against the greater weight and preponderance of the reliable and substantial evidence in the record?
38. Whether the Hearing Commissioner erred in failing to render a factual finding that Staff Care, and Staff Care only, was responsible for payment to the Claimant per the contract between Staff Care and the Claimant, when the failure to render such a factual finding is against the greater weight and preponderance of the reliable and substantial evidence in the record?
39. Whether the Hearing Commissioner erred in failing to render a factual finding that the Claimant herself testified that if she had worked at McLeod for a week and not been paid she would have been contacted Mr. Gregg Burel with Staff Care, when the failure to render such a factual finding is

against the greater weight and preponderance of the reliable and substantial evidence in the record?

40. Whether the Hearing Commissioner erred in failing to render a factual finding that the Claimant testified that as a locum tenens she is not a hospital employee under their rules, when the failure to render such a factual finding is against the greater weight and preponderance of the reliable and substantial evidence in the record?
41. Whether the Hearing Commissioner erred in failing to render a factual finding that the Claimant does not know why she fell on December 21, 2007, when the failure to render such a factual finding is against the greater weight and preponderance of the reliable and substantial evidence in the record?
42. Whether the Hearing Commissioner erred in failing to render a factual finding that McLeod did not fire the Claimant on December 28, 2007 but merely complied with its contract with Staff Care and notified Staff Care 30 days in advance that McLeod would not need a temporary CRNA after December 28, 2007, when the failure to render such a factual finding is against the greater weight and preponderance of the reliable and substantial evidence in the record?
43. Alternatively, whether the Hearing Commissioner erred in failing to render a factual finding that if the Claimant is an employee, she is an employee of Staff Care, when the failure to render such a factual finding is against the

greater weight and preponderance of the reliable and substantial evidence in the record?

44. Alternatively, whether the Hearing Commissioner erred in failing to render factual findings that the Claimant meets the requirements of a statutory employee of McLeod with Staff Care being the Claimant's direct employer and contractor between McLeod and the Claimant, when the failure to render such a factual findings is against the greater weight and preponderance of the reliable and substantial evidence in the record?
45. Whether the Hearing Commissioner erred in failing to render a factual finding that the anesthesiologists to whom the Claimant answered while working as a CRNA is not an employee of McLeod, when the failure to render such a factual finding is against the greater weight and preponderance of the reliable and substantial evidence in the record?
45. Whether the Hearing Commissioner erred in Conclusion of Law Number 1 that at the time of the accident, Claimant and employer McLeod were covered parties under provisions of the *South Carolina Workers' Compensation Act*, when such a legal conclusion is against the greater weight and preponderance of the reliable and substantial evidence in the record and is based upon erroneous factual findings?
46. Whether the Hearing Commissioner erred in Conclusion of Law Number 3 that the Claimant sustained an injury by accident to her cervical and lumbar spine, right shoulder, both arms and hands, both hips and legs in a distinct accident while in the course of her employment with employer

McLeod, when such a legal conclusion is against the greater weight and preponderance of the reliable and substantial evidence in the record and is based upon erroneous factual findings?

47. Whether the Hearing Commissioner erred in Conclusion of Law Number 4 that the borrowed servant doctrine applies in this case, when such a legal conclusion is against the greater weight and preponderance of the reliable and substantial evidence in the record and is based upon erroneous factual findings?
48. Whether the Hearing Commissioner erred in Conclusion of Law Number 4 that McLeod, under the borrowed servant doctrine, is liable for benefits due the Claimant, when such a legal conclusion is against the greater weight and preponderance of the reliable and substantial evidence in the record and is based upon erroneous factual findings?
49. Whether the Hearing Commissioner erred in Conclusion of Law Number 5 that the Claimant and McLeod had an implied contract for hire, when such a legal conclusion is against the greater weight and preponderance of the reliable and substantial evidence in the record and is based upon erroneous factual findings?
50. Whether the Hearing Commissioner erred in Conclusion of Law Number 6 that the Claimant was an employee of McLeod, when such a legal conclusion is against the greater weight and preponderance of the reliable and substantial evidence in the record and is based upon erroneous factual findings?

51. Whether the Hearing Commissioner erred in Conclusion of Law Number 8 that Defendant McLeod is responsible for past and future medical expenses causally related to the Claimant's accident, when such a legal conclusion is against the greater weight and preponderance of the reliable and substantial evidence in the record and is based upon erroneous factual findings?
52. Whether the Hearing Commissioner erred in Conclusion of Law Number 9 that Defendant McLeod shall provide ongoing medical treatment and/or medications, when such a legal conclusion is against the greater weight and preponderance of the reliable and substantial evidence in the record and is based upon erroneous factual findings?
53. Whether the Hearing Commissioner erred in Conclusion of Law Number 10 that Defendant McLeod shall pay temporary total disability benefits, when such a legal conclusion is against the greater weight and preponderance of the reliable and substantial evidence in the record and is based upon erroneous factual findings?
54. Whether the Hearing Commissioner erred in failing to conclude as a matter of law that the Claimant is an independent contractor and not an employee of either Staff Care or McLeod, when the failure to render such a legal conclusion is against the greater weight and preponderance of the reliable and substantial evidence in the record and is based upon erroneous factual findings?

55. Alternatively, whether the Hearing Commissioner erred in failing to render a legal conclusion that the Claimant is an employee of Staff Care, when the failure to render such a legal conclusion is against the greater weight and preponderance of the reliable and substantial evidence in the record and is based upon erroneous factual findings?
56. Alternatively, whether the Hearing Commissioner erred in failing to render a legal conclusion that the Claimant is employed with Staff Care and is a statutory employee of McLeod, when the failure to render such a legal conclusion is against the greater weight and preponderance of the reliable and substantial evidence in the record and is based upon erroneous factual findings?
57. Alternatively, whether the Hearing Commissioner erred in failing to render a legal conclusion that since the Claimant is an employee of Staff Care and a statutory employee of McLeod, and Staff Care has Workers' Compensation insurance coverage, any benefits due the Claimant shall be paid by Staff Care and no benefits shall be paid by McLeod, when the failure to render such a legal conclusion is against the greater weight and preponderance of the reliable and substantial evidence in the record and is based upon erroneous factual findings?
58. Whether the Hearing Commissioner erred in failing to render a legal conclusion regarding the autonomy required by law and the Claimant's certification, when the failure to render such a legal conclusion is against

the greater weight and preponderance of the reliable and substantial evidence in the record and is based upon erroneous factual findings?

59. Whether the Hearing Commissioner erred in ordering Defendant McLeod to pay past and future causally related medical treatment until further Order of the Commission, when such an Order is against the greater weight and preponderance of the reliable and substantial evidence in the record and is based upon erroneous factual findings and legal conclusions?

60. Whether the Hearing Commissioner erred in ordering Defendant McLeod to pay temporary total disability benefits from January 1, 2008 and continuing until further Order of the Commission, when such an Order is against the greater weight and preponderance of the reliable and substantial evidence in the record and is based upon erroneous factual findings and legal conclusions?

61. Whether the Hearing Commissioner erred in failing to Order that Claimant, at the time of her injury, was an independent contractor and is not entitled to Workers' Compensation benefits, when the failure to render such an Order is against the greater weight and preponderance of the reliable and substantial evidence in the record?

62. Alternatively, whether the Hearing Commissioner erred in failing to Order that the Claimant is an employee of Staff Care, a statutory employee of McLeod, and that since Staff Care has Workers' Compensation insurance coverage, any and all benefits due the Claimant shall be paid by Staff

Care, when the failure to render such an Order is against the greater weight and preponderance of the reliable and substantial evidence in the record?

63. Whether the Hearing Commissioner erred in failing to Order that the Claimant did not sustain an injury by accident arising out of and in the course of her employment, regardless of whether she is employed or an independent contractor, and is not entitled to any benefits under the *Workers' Compensation Act*, when the failure to render such an Order is against the greater weight and preponderance of the reliable and substantial evidence in the record and is based upon erroneous factual findings and legal conclusions?
-

In an appellate review, the Panel shall, pursuant to S.C. code Ann. §42-17-50 (1985), review the Award, weigh the evidence as presented at the initial hearing and, if good grounds be shown therefore, make its own Findings of Fact and reach its own Conclusions of Law consistent with or inconsistent with those of the Hearing Commissioner. After careful review in the instant case, the Commission, by unanimous vote, has determined all of the Hearing Commissioner's Findings of Fact and Conclusions of law are correct as stated. Accordingly, they shall become, and hereby are, the law of the case; and; therefore, the Order is sustained in its entirety.

FINDINGS OF FACT

1. The parties to the proceedings are subject to and bound by the provisions of the South Carolina Workers' Compensation Act:
2. Claimant's average weekly wage is two thousand five hundred and 34/100 dollars (\$2,587.34) and upon stipulation of the parties, Claimant's compensation rate is six hundred forty-five and 94/100 dollars (\$645.94) pursuant to S.C. Code Ann. §42-9-10.
3. Claimant injured her cervical and lumbar spine, right shoulder, both arms and hands, both hips and legs in a distinct accident arising out of and in the course and scope of employment on December 21, 2007. Additionally, Claimant suffered a spinal cord injury, specifically, myelomalacia, which explains the gradual onset of her symptoms. The incident was not idiopathic in nature. Claimant was preparing to anesthetize a patient and was walking around the patient's bed when her foot became caught on something and she fell. Although Claimant does not know the exact item she tripped over, her shoe was still at the head of the bed when Claimant tried to stand up after her fall. (Hearing Tr. pp. 38-39, 61-72, 120-121; APA pp. 1, 9, 11, 13, 16, 21, 25, 33, 36, 40, 44d, 44e, 98, 200)
4. Staff Care functions as a broker in this case and matched Claimant with McLeod. In effect, Claimant was lent to McLeod as Claimant actually worked for McLeod.

(Hearing Tr. pp. 107-117; Claimant's Exhibits pp. 55-68; McLeod's Exhibits pp. 137, 145, 147, 149)

5. Under the borrowed servant doctrine, when a general employer lends an employee to a special employer, that special employer is liable for workers' compensation if: (1) there is a contract of hire between the employee and the special employer; (2) the work being done by the employee is essentially that of the special employer; and (3) the special employer has the right to control the details of the employee's work. In the case *sub judice*, Staff Care is the general employer and McLeod is the special employer.
6. There is a contract, even if it is implied, between Claimant and McLeod. (McLeod's Exhibits p. 126; Staff Care's Exhibits pp. 218-222, 236-240). Claimant provided C.R.N.A. services for McLeod in exchange for compensation from McLeod.
7. Claimant was contracted to provide specific health care services as a nurse anesthetist and McLeod is a general healthcare provider with nurse anesthetists on staff. (Hearing Tr. p. 140; Staff Care's Exhibits pp. 217, 247-251; Claimant's Exhibits p. 55). Staff Care is a staffing agency in which Staff Care provides individual healthcare providers with healthcare organizations. (Staff Care's Exhibits p. 204).
8. McLeod had the right to control the details of Claimant's work. Claimant did not have control over which patients she would anesthetize or in which order to anesthetize the patients as she received her assignments from

her supervisor Keith Torgersen, McLeod's Chief C.R.N.A.. (Hearing Tr. pp. 51, 116, 117, 150; Claimant's deposition pp. 22, 23, 28). Additionally, Claimant was required to report to Mr. Torgersen, or the head C.R.N.A. on duty when she reported to work. Mr. Torgersen also had to sign her time sheet for submission to Staff Care. (Hearing Tr. p. 51, 59, 60, 159; Claimant's deposition pp. 22, 23, 94). Claimant was required to administer anesthesia within the standards of anesthesia care for the [McLeod Regional Medical Center Anesthesia] department and manage a patient's care after the surgical procedure as deemed appropriate by the [McLeod Regional Medical Center] anesthesia/surgeon team. (Staff Care exhibits pp. 217, 222, 236, 239). Claimant was required to provide instruction and education for McLeod's student nurse anesthetists and supervise the students interaction with patients. (Staff Care exhibits p. 238). Claimant was required to attend at least 50% of [McLeod's] departmental staff & information meetings. (Staff Care exhibits p. 240). Claimant also had a definite work schedule and was required to be at work and start her employment with McLeod by 9:00 a.m. each day that she was scheduled to work. (Hearing Tr. p. 51; Claimant's deposition p. 26). Claimant was also required by McLeod to sign a statement acknowledging that she understood her job description at McLeod and that she was required to report to the chief nurse anesthetist and the medical director of the O.R.. (Staff Care's Exhibits pp. 217-218). Additionally, Claimant was required to comply with McLeod's dress code policy, McLeod's Corporate

Integrity Program, confidentiality policy, parking policy, and wear a McLeod Regional Medical Center name tag. (Staff Care Exhibits pp. 217-222, Claimant's deposition p. 21).

9. Notwithstanding Claimant's status as a borrowed servant, McLeod and Claimant also satisfied the test of an employer/employee relationship as described in South Carolina statutory and case law. Claimant was not an independent contractor because in addition to the right of control, McLeod also furnished Claimant equipment, had the right to fire Claimant, and ultimately paid Claimant's wages.
10. McLeod agreed to provide and maintain the usual and customary equipment needed by Claimant. (Claimant's exhibits p. 56). Specifically, McLeod provided Claimant the following equipment to perform her job duties: the anesthesia machine, the monitoring equipment, blood-pressure cuffs, pulse oximeters, and thermometers. (Hearing Tr. p. 53). Claimant testified that any type of machines or equipment that she needed were provided by McLeod and that no equipment was provided by Staff Care. (Hearing Tr. pp 53-54). There is no indication in any of the exhibits, deposition, or hearing testimony that Claimant was required to bring her own anesthetics, needles, syringes, tourniquets, inhalation anesthetic masks, inhalation anesthetics containers, tubing, rubber gloves, or other instruments required to perform her duties as a nurse anesthetist, as all of these materials were supplied by McLeod. (Claimant's exhibits p. 56). Claimant was specifically informed by McLeod that she did not need to

bring her own stethoscope, drape clamps, laryngoscopes and blades. (Hearing Tr. p. 90).

McLeod provided Claimant with scrub suits and McLeod also had disposable paper hats and paper booties available if needed. (Hearing Tr. pp. 52-53).

11. McLeod had the right to fire Claimant if they did not find her services to be appropriate. (Claimant's Exhibits p. 57). According to the Agreement for Locum Tenens Coverage, McLeod had 48 hours in which to notify Staff Care of its intention to accept Claimant's services after Claimant presented to McLeod. (Claimant's Exhibits p. 55). McLeod ultimately fired Claimant on December 28, 2007. (Hearing Tr. pp. 47-48, 159, 160).
12. McLeod was ultimately responsible for paying Claimant. McLeod either had to provide Claimant with housing, local transportation, en route lodging, and reasonable transportation costs to and from McLeod, or McLeod could directly reimburse Staff Care for these items. (McLeod's Exhibits pp. 151-194; Claimant's Exhibits p. 56). Claimant was insured by Staff Care with the malpractice coverage being passed through to McLeod. (McLeod's Exhibits pp. 97). Although McLeod did not directly pay Claimant, McLeod was ultimately responsible for payment of Claimant's salary and expenses per the terms of the Agreement for Locum Tenens Coverage which states [McLeod] shall provide or directly reimburse [Claimant] through [Staff Care] for cost of housing outside [McLeod's] facility, local transportation, en route lodging, en route meals,

and reasonable transportation costs to and from [McLeod's] location. (Staff Care exhibits p. 196; McLeod's exhibits pp. 151-194). The Agreement further states [McLeod] shall bill for, collect and retain all professional fees generated by services rendered by [Claimant]. (Staff Care exhibits p. 196). Claimant assumed almost none of the expense to work as a certified registered nurse anesthetist.

13. Claimant never met with any member of Staff Care. (Hearing Tr. p. 108).
14. McLeod Regional Medical Center is self-insured.
15. Claimant had well known and documented pre-existing lumbar surgeries in the 1980s, in approximately 1995 and in approximately 1996. (Hearing Tr. p. 69; APA p. 23). Claimant also had pre-existing right shoulder problems. (Hearing Tr. pp. 64-65; APA pp. 19, 23)
16. Claimant has not reached maximum medical improvement and Defendant McLeod is to pay temporary total benefits from January 1, 2008, and continuing until further Order of the Commission. (APA pp. 27, 30, 44b, 44f)
17. Claimant received reasonable and necessary medical treatment for her December 21, 2007, work accident and Defendant McLeod is to pay for all past and future causally-related medical treatment from December 21, 2007, and continuing until further Order of the Commission, specifically including, but not limited to, the treatment evidenced in the APA submissions and Claimant exhibits 1-17. (APA pp. 11, 36, 41, 44e, 44f).
18. Defendant McLeod is to pay Claimant temporary total disability benefits

from January 1, 2008, and continuing until further Order of the Commission. (Hearing Tr. 49-50; pp. APA pp. 27, 30, 44b, 44f).

CONCLUSIONS OF LAW

Accordingly, as provided by S.C. Code Ann. §42-17-40 (1976 and Supp. 2007), it is the determination, finding, and ruling of this commission:

1. At the time of the accident, Claimant and Employer McLeod were covered parties under the provisions of the South Carolina Workers' Compensation Act. See S.C. Code Ann. §§ 42-1-130, 42-1-140, 42-1-400 (1976 & Supp. 2007).
2. Claimant's compensation rate has been calculated correctly at the maximum rate of six hundred forty-five and 94/100 dollars (\$645.94) under S.C. Code Ann. §§ 42-1-40 42-1-50, 42-9-10 (1976 & Supp. 2007).
3. Claimant sustained an injury by accident to her cervical and lumbar spine, right shoulder, both arms and hands, both hips and legs in a distinct accident while in the course of her employment with Employer McLeod under S.C. Code Ann. § 42-1-160 (1976 & Supp. 2007). See also *Mullinax v. Winn-Dixie Stores, Inc.*, 318 S.C. 431, 458 S.E.2d 76 (1995) (stating that a work-related accident that aggravates or accelerates a pre-existing condition, infirmity, or disease is compensable.); *Brown v. R.L. Jordan Oil Co.*, 291 S.C. 272, 353 S.E.2d 280 (1987) (holding that it is not a defense that the accident by itself would not have caused claimant's condition because an employer takes the employee as it finds him or her);

4. Under the borrowed servant doctrine the special employer is liable for workers' compensation benefits when the general employer lends an employee to a special employer if: (1) there is a contract of hire between the employee and the special employer; (2) the work being done by the employee is essentially that of the special employer; and (3) the special employer has the right to control the details of the employee's work. Claimant was a borrowed servant engaged in work for McLeod at the time of her injury by accident, therefore rendering McLeod liable pursuant to S.C. Code Ann. § 42-1-400. See *Cooke v. Palmetto Health Alliance*, 367 S.C. 167, 624 S.E.2d 439 (Ct. App. 2005) (setting forth the elements of the borrowed servant doctrine); See also *Eaddy v. A.J. Metler Hauling and Rigging Co.*, 284 S.C. 270, 325 S.E.2d 581 (Ct. App. 1985) (setting forth the factors for determining when a special employer has a right to control the details of the employee's work); See also *DeBerry v. Coker Freight Lines*, 234 S.C. 304, 108 S.E.2d 114 (1959) (citing Larson for the elements of lent employee doctrine).
5. Claimant and McLeod had an implied contract for hire. See *Kirksey v. Assurance Tire Co.*, 311 S.C. 255, 428 S.E.2d 721 (Ct. App. 1993) (The term contract of hire connotes payment of some kind. citing to *McCreery v. Covenant Presbyterian Church*, 299 S.C. 218, 223, 383 S.E.2d 264, 266 (Ct.App.1989), *rev'd on other grounds*, 303 S.C. 271, 400 S.E.2d 130 (1990); See also 1B LARSON, *supra*, § 47.41, at 8-346); See also 3 Arthur Larson & Lex K. Larson, *Larson's Workers' Compensation Law*, §

67.06, at 67-17 (2003) (The element of who pays the employee shrinks into comparative insignificance in lent-employee problems, because the net result is almost invariably that the special employer ultimately pays for the services received and the employee ultimately gets paid.).

6. Claimant was an employee of McLeod under S.C. Code Ann. §§ 42-1-130 and 42-1-140. See *Young v. Warr*, 252 S.C. 179, 189, 165 S.E.2d 797, 802 (1969) (holding an independent contractor is one who, contracts to do a piece of work according to his own methods, without being subject to the control of his employer **except as to the result of his work** ... [W]here one who performs work for another represents the will of that other, not only as to the result, but also as to the means by which the result is accomplished, he is not an independent contractor but an agent.) (emphasis added); Accord *Nelson v. Yellow Cab Company*, 349 S.C. 589, 564 S.E.2d 110 (2002); *Dawkins v. Jordan*, 341 S.C. 434, 534 S.E.2d 700 (2000); citing to 2 Arthur Larson & Lex K. Larson, *Larson's Workers' Compensation Law*, § 61.04 (2000) (noting there are four elements which determine the right of control: (1) direct evidence of the right or exercise of control; (2) furnishing of equipment; (3) right to fire; and (4) method of payment; for the most part, any single factor is not merely indicative of, but, in practice, virtually proof of, the employment relation, while in the opposite direction, contrary evidence is as to any one factor at best only mildly persuasive evidence of contractorship, and sometimes is of almost

no such force at all).

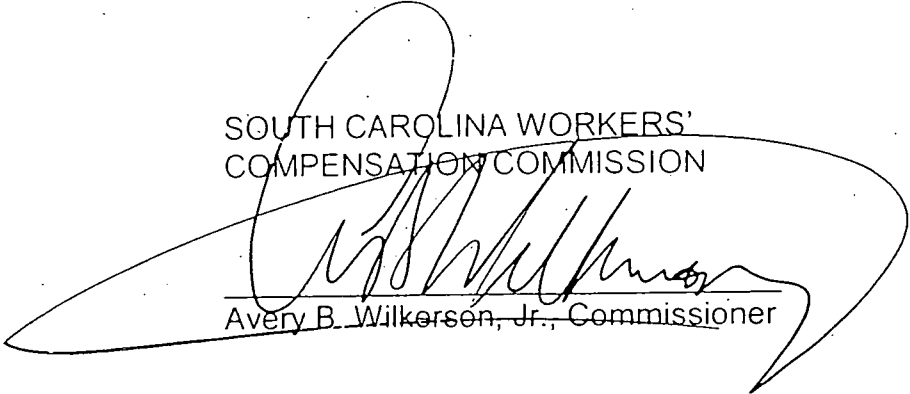
7. Claimant has not reached maximum medical improvement. See *O'Banner v. Westinghouse Elec. Corp.*, 319 S.C. 24, 459 S.E.2d 324 (Ct. App. 1995), (Maximum medical improvement is a term used to indicate that a person has reached such a plateau that in the physician's opinion there is no further medical care or treatment which will lessen the degree of impairment.)
8. Defendant McLeod is responsible for payment of all past and future medical bills causally related to Claimant's accident. See S.C. Code Ann. § 42-15-60 (1976 & Supp. 2007).
9. Defendant McLeod shall provide ongoing medical treatment and/or medications that will tend to lessen Claimant's period of disability under S.C. Code Ann. § 42-15-60 (1976 & Supp. 2007). See also *Dodge v. Bruccoli, Clark, Layman, Inc.*, 334 S.C. 574, 514 S.E.2d 593 (Ct.App. 1999) (An employer may be liable for a workers' compensation claimant's future medical treatment if it tends to lessen the claimant's period of disability despite the fact the claimant has reached maximum medical improvement).
10. Defendant McLeod shall pay temporary total disability benefits from January 1, 2008, and continuing until further Order of the Commission or agreement of the parties at a weekly compensation rate of \$645.94. See S.C. Ann. §42-9-10 (1976 and Supp. 2007).

ORDER

It is, therefore, ordered the Order of the Single Commission filed in the above-captioned matter on December 3, 2008 is hereby affirmed by the Panel, and the same shall constitute the Decision and Order of the Appellate Panel

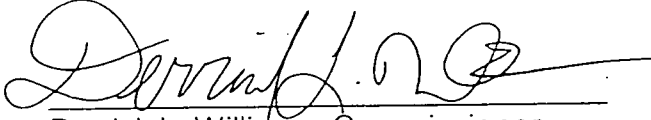
AND IT IS SO ORDERED.

SOUTH CAROLINA WORKERS'
COMPENSATION COMMISSION


Avery B. Wilkerson, Jr., Commissioner

FULL-AFFIRMATION

CONCUR:


Derrick L. Williams, Commissioner


David W. Huffstetter, Commissioner

CERTIFICATE OF SERVICE

This is to certify that the undersigned has this date served this order in the above entitled action upon all parties to this cause by depositing a copy hereof, postage paid, in the United State mail addressed to the attorney or attorneys for said parties.

This 19 day of May, 2009
By Valerie D. Dells

Margaret M. Bluestar
Candace G. Hendersman
Walter H. Barefoot

**DECISION AND ORDER
OF THE
SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION
WCC FILE NOS.: 072443 and 072543**

**Mildred H. Shatto
Employee/Claimant**

versus

**McLeod Regional Medical Center
Employer/Carrier/Defendant,**

and

**Staff Care, Inc., Employer
and Travelers Insurance, Carrier,
Defendants**

Hearing: Held on August 21, 2008 in Florence, South Carolina.

Appearances: Claimant represented by Margaret M. Bluestein, Esquire, Bluestein, Nichols, Thompson & Delgado, LLC, P.O. Box 7965, Columbia, South Carolina, 29202.

Defendant McLeod Regional Medical Center represented by Walter H. Barefoot, Esquire, Turner, Padgett, Graham & Laney, PA, P.O. Box 5478, Florence, SC 29502

Defendant Staff Care, Inc., represented by Candace G. Hindersman, Esquire, Willson, Jones, Carter & Baxley, 4500 Ft. Jackson Blvd., Columbia, SC 29209

Purpose of Hearing: Set forth on Forms 50 and 51.

Decision and Order: By G. Bryan Lyndon, Commissioner

Filed: December 3, 2008

STIPULATIONS

The attorneys representing the parties to this action stipulated as follows:

1. Based upon Claimant's average weekly wage for 2007, Claimant's resulting compensation rate is \$645.94.
2. The hearing's venue was properly set in Florence County, South Carolina.
3. The case file and commissioner's notes shall be made a part of the record.
4. The date of accident is December 21, 2007.

A.P.A. SUBMISSIONS

Under the Administrative Procedures Act (A.P.A.), S.C. Code Ann. § 1-23-310 et seq. (1986 & Supp. 2007), the following records and exhibits were submitted:

<u>Exhibit No.</u>	<u>Description</u>	<u>No. of Pages</u>
Claimant's A.P.A. No. 1	Medical records from McLeod Health for December 21, 2007.	10
Claimant's A.P.A. No. 2	Medical records from Dr. Elizabeth Perry of Signature Healthcare from January 3, 2008 to March 3, 2008.	8
Claimant's A.P.A. No. 3	Medical records from Drs. Roy Majors & Alden Milam at OrthoCarolina from April 2, 2008 to May 7, 2008.	34
Claimant's A.P.A. No. 4	Medical records from Durham Diagnostic Imaging for April 4, 2008.	4
Claimant's A.P.A. No. 5	Medical Records from Physcial Therapy of NC, LLC for April 16, 2008 to April 30, 2008.	9
Claimant's A.P.A. No. 6	Medical Records of Durham Regional Hospital for April 24, 2008.	6
Claimant's A.P.A. No. 7	Medical Records of Presbyterian Orthopaedic Hospital for May 7, 2008 to May 13, 2008.	27

Claimant's A.P.A. No. 8	Medical Records of Presbyterian Healthcare Radiology for May 7, 2008.	2
Claimant's A.P.A. No. 9	Medical Records of Lake Wylie Family Chiropractic from July 17, 2008 to July 30, 2008.	4
Claimant's A.P.A. No. 16	Medical Records of Carolinas Rehabilitation for May 13, 2008.	3
Claimant's Exhibit No. 1	Medical bill of MedQuest	1
Claimant's Exhibit No. 2	Medical bill of Bio-Tech Prosthetics & Orthotics	1
Claimant's Exhibit No. 3	Medical bill of Mecklenburg Radiology Associates	1
Claimant's Exhibit No. 4	Medical bills of CBO MRMC Emergency	3
Claimant's Exhibit No. 5	Medical bill of Medic	1
Claimant's Exhibit No. 6	Medical bills of Home Health, Inc - Piedmont	1
Claimant's Exhibit No. 7	Medical bills of Mcleod Regional Medical Center	3
Claimant's Exhibit No. 8	Medical bills of Duke University Health System	3
Claimant's Exhibit No. 9	Medical bills of Presbyterian Orthopaedic	7
Claimant's Exhibit No. 10	Medical bills of Carolinas Rehabilitation	1
Claimant's Exhibit No. 11	Medical bills of Physical therapy of NC, LLC	2
Claimant's Exhibit No. 12	Medical bills of CMC Faculty Physicians	6
Claimant's Exhibit No. 13	Medical bills of Presbyterian Anesthesia Associates, PC	2
Claimant's Exhibit No. 14	Medical bills of Carolinas Pathology Group	2
Claimant's Exhibit No. 15	Medical bill of PDMCS	1
Claimant's Exhibit No. 16	Medical bills of Physical Therapy of NC, LLC	10
Claimant's Exhibit No. 17	Medical bills of OrthoCarolina	9
Claimant's Exhibit No. 18	Order and Agreement from Staff Care dated 02-01-07	3
Claimant's Exhibit No. 19	Staff Care contract	11

Defendant Staff Care's A.P.A. No. 10	Medical records from Signature Healthcare from April 23, 2003, to May 28, 2008	79
Defendant Staff Care's A.P.A. No. 11	Medical records from OrthoCarolina for April 21, 2008	3
Defendant Staff Care's A.P.A. No. 10	Medical records from Charlotte Ortho Specialists for October 22, 2003	2
Defendant Staff Care's Exhibit No. 1	First Report of Injury	1
Defendant Staff Care's Exhibit No. 2	Independent Contractor Declaration & Provider Services Agreement	13
Defendant Staff Care's Exhibit No. 3	Claimant's Staffcare Application	3
Defendant Staff Care's Exhibit No. 4	Agreement for Locum Tenens Coverage btw Staffcare & McLeod	6
Defendant Staff Care's Exhibit No. 5	Staffcare Website Information	12
Defendant Staff Care's Exhibit No. 6	McLeod Personnel & Workers' Compensation file for Claimant	42
Defendant Staff Care's Exhibit No. 7	Staffcare Accounting Information related to Claimant	14
Defendant Staff Care's Exhibit No. 8	Staffcare In/Out Patient Provider Invoice	3
Defendant Staff Care's Exhibit No. 9	Letters to Claimant from Staffcare	6
Defendant Staff Care's Exhibit - unnumbered	Deposition transcript of Claimant	
Defendant McLeod's A.P.A. No. 10	Records of Staff Care/Claimant from October 25, 2007 to undated	37
Defendant McLeod's A.P.A. 11	Medical Records of McLeod Regional Medical Center for December 21, 2007	2
Defendant McLeod's A.P.A. 12	Claimant's 1099 for 2007	1

Defendant McLeod's A.P.A. 13	Undated information about Staff Care	14
Defendant McLeod's A.P.A. 14	Medical records from McLeod Health for December 28, 2007, to May 16, 2008.	44
Defendant McLeod's A.P.A. 15	Medical records from Signature Healthcare for January 3, 2007, to January 4, 2007	16
Defendant McLeod's A.P.A. 16	Records from Claimant 2006-08/15/08	71

STATEMENT OF THE CASE

Claimant Mildred Shatto alleges she fell at work on December 21, 2007, while preparing to anesthetize a patient, resulting in her multiple injuries. Specifically, Claimant asserts injuries to her cervical and lumbar spine, right shoulder, right and left arms, right and left hands, right and left hips, right and left legs and right and left feet as a result of the fall. Claimant filed a Form 50 Request for Hearing on April 30, 2008, against Staff Care, the nursing agency which placed her at McLeod Regional Medical Center. Claimant also filed a Form 50 Request for Hearing on April 30, 2008, against McLeod, the location of her December 21, 2007, job placement. Claimant's requests for a hearing were consolidated, and a hearing was held on August 21, 2008, before the single Commissioner. Claimant seeks payment of all causally-related medicals and temporary total disability benefits from January 1, 2008, and continuing. Claimant contends she has not reached MMI.

Defendant McLeod Regional Medical Center (hereinafter "McLeod") asserts that jurisdiction is improper on the basis of S.C. Code Ann. § 42-1-130. McLeod contends that Claimant was never an employee of McLeod and that McLeod never had a contract of hire with

Claimant. McLeod further contends that this incident did not rise to the level of an "accident" as that term is defined in the Act.

Defendant Staff Care, Inc./Travelers (hereinafter "Staff Care") contends Claimant was not an employee of Staff Care and was an independent contractor of Staff Care. Staff Care also asserts that irrespective of Claimant's employment status, the incident in question did not rise to the level of an "accident" as that term is defined under the Act.

EVIDENCE OF THE CASE

The witnesses at the hearing were as follows:

Claimant's Case-In-Chief

Direct Examination of Claimant by Ms. Bluestein:

Claimant testified she is sixty-five (65) years old and was born on November 12, 1942. (Hearing Tr. p. 34). Claimant stated she earned a diploma from Nursing School in 1963 and she worked as a registered nurse until 1972 when she went to Anesthesia School and earned a diploma there as well. *Id.* Claimant also stated that she has credentials from the American Association of Nurse Anesthetists that allows her to practice as a qualified C.R.N.A. *Id.* Claimant stated that she has to accumulate so many points every two years to maintain her C.R.N.A. licenses and that those licenses are still active. (Hearing Tr. pp. 34-35). Claimant stated that her entire background has been either as a registered nurse or as a nurse anesthetist (Hearing Tr. pp. 35-36).

Claimant testified that she is divorced. She has two non-dependent children. (Hearing Tr. pp. 36-37).

Claimant testified that she first began working at McLeod Regional Medical Center in the middle of November 2007. (Hearing Tr. p. 37). Claimant testified that while working at McLeod, she had an accident on December 21, 2007. *Id.* Claimant testified that she was preparing to anesthetize a patient and that she moved from the head of the bed to walk around the patient's hospital bed so that she could get to his I.V., but on her way, her foot became caught on something and she fell. (Hearing Tr. p. 38). Claimant testified that she was not sure what her foot caught on, but it was either the I.V. pole, the cords from the bed, or the pump. (Hearing Tr. p.39). Claimant testified that she knew that her foot was caught because her shoe was still at the head of the bed when Claimant tried to stand up after her fall. *Id.* Claimant testified that her hands were full of syringes when she fell. *Id.* Claimant testified that her head was the first thing that hit the floor. *Id.* Claimant testified that her head bounced twice on the floor and then the rest of her body impacted the floor. *Id.* Claimant testified that the supervising anesthesiologist was in the room, as required, when the accident happened. (Hearing Tr. p. 42). Claimant testified that she suffered from a headache immediately after she fell. *Id.* Claimant testified that members of the operating room staff transferred her via a wheelchair from the operating room to the ER. *Id.* Claimant testified that after she was evaluated in the ER she was discharged home with instructions to rest. (Hearing Tr. p. 43).

Claimant testified that she was not scheduled to work the day after the accident [Saturday], nor the next day [Sunday]. (Hearing Tr. p. 45). Claimant testified that she did not work Monday, December 24, 2007, as there was a light operating schedule and she was told to take the day off. *Id.* Claimant testified that she did not work the following day as it was Christmas and that she returned to work on Wednesday, December 26, 2007. *Id.* Claimant

testified that when she returned to work on Wednesday, she had a black eye which was spreading down from the eyebrow on down towards her chin. *Id.* Claimant testified that she worked Wednesday, December 26, 2007, Thursday, December 27, 2007, and Friday, December 28, 2007. *Id.* Claimant testified that Keith Torgersen, McLeod's chief C.R.N.A. told her on Friday that she would not need to return to McLeod after she left that Friday thereby completing her contract because the following Monday, was a light schedule due to the holiday, and the new C.R.N.A.s would start at McLeod on January 1, 2008. (Hearing Tr. pp. 45-46, 48). Claimant testified that based upon Mr. Torgersen's instruction that she "[not] come back", her employment with McLeod ended completely. (Hearing Tr. pp. 47-48). Claimant testified that she went home to Lake Wylie and began looking for work shortly after the holidays (Hearing Tr. p. 48). Claimant testified that she went on the computer to the anesthesiologists' employment sites, looked through them reading brief summaries of the jobs and found several that met the criteria and she wrote to them and began the credentials and paperwork it takes to get into a new hospital. (Hearing Tr. pps. 48-49). Claimant testified that she was not physically able to go out and do a job when she was looking for a job in January 2008, but she did some preliminary paperwork for a job that would start in April as she felt she would be able to return to work in April 2008. (Hearing Trans. pp. 49-50). Claimant testified that she was not able to return to work in April as "nothing on [her] right side worked." (Hearing Tr. p. 50).

Claimant stated that she reported to Mr. Torgersen, the chief C.R.N.A., the first day she worked at McLeod. (Hearing Tr. p. 50). Claimant testified that on her first day at work she had an orientation by Mr. Torgersen of the layout of the O.R. and supply room. (Hearing Tr. pp. 50-51). Claimant testified that on a typical day at McLeod, she was expected to be there at 9:00

a.m. and she would receive her assignment from the C.R.N.A. who was in charge that day and that all the operating cases were listed on a white board. (Hearing Tr. p. 51). Claimant testified she was guaranteed forty hours a week and that she did work overtime occasionally. (Hearing Tr. p. 57).

Claimant testified that on the day of the accident she was in the operating room with an anesthesiologist and that she was always paired with an anesthesiologist, who was required to be in the room before any anesthesia drugs were administered to the patient. (Hearing Tr. pp. 51-52).

Claimant testified that McLeod provided her with scrub suits and that McLeod also had disposable paper hats and paper booties available if needed. (Hearing Tr. pp. 52-53). Claimant testified that she believed that the scrubs provided to her by McLeod were emblazoned with McLeod's moniker. (Hearing Tr. p. 53). Claimant testified that the equipment she used was from McLeod and was McLeod property. *Id.* Claimant testified that McLeod provided her the following equipment to perform her job duties: the anesthesia machine, the monitoring equipment, blood-pressure cuffs, pulse oximeters, and thermometers. *Id.* Claimant testified that depending on the case she may have had to perform more involved monitoring called invasive monitoring. *Id.* Claimant testified that any type of machines or equipment that she needed were provided by McLeod and that no equipment was provided by Staff Care. (Hearing Tr. pp 53-54).

Claimant testified that she did not know if she would be fired if she was not there at 9:00 in the morning but she thought she would be reprimanded if it was the first offense, and would be let go if she committed a second offense. (Hearing Tr. p. 54). Claimant testified that she was paid by receiving direct-deposit payments from Staff Care into her account and that she did not

believe that taxes were taken out. *Id.* Claimant testified that in addition to her pay she had a \$25.00 per day meal allowance and she would be compensated by McLeod if she worked any overtime, which was minimal. (Hearing Tr. p. 55). Claimant testified that Staff Care provided her with a rental car and that Staff Care arranged her housing as far as she knew. *Id.* Claimant testified that the \$25.00 daily meal allowance came in her check from Staff Care. *Id.* Claimant testified that she never received a bill from the rental car or the housing and that it was all arranged through Staff Care. (Hearing Tr. pp 55-56).

Claimant testified that she had a fender bender in her rental car while working at McLeod and that she notified Staff Care of the accident. (Hearing Tr. p. 56). Claimant testified that she did not recall if she had been instructed to contact Staff Care if she had problems with the rental car, but she thought she should tell them she had an accident since they had gotten the car. *Id.* Claimant testified that she did not take out any sort of insurance on the rental as Staff Care had insurance and Staff Care told her not to get any other insurance. *Id.* Claimant testified that she did not ever have to pay anything for the fender bender and that she was called by Staff Care's insurance company. *Id.*

Claimant testified that she had to fill out forms every Friday afternoon, indicating the hours that she worked and fax the forms to Staff Care. (Hearing Tr. p. 57). Claimant indicated that she did use McLeod's O.R. fax machine to fax the documents to Staff Care. *Id.* Claimant testified that she did not get any sort of paperwork from the hotel to present to either McLeod or Staff Care. *Id.* Witness testified that she did not have to get the charges for the rental car to McLeod or Staff Care for payment. (Hearing Tr. p.58). Claimant indicated that she dealt solely with Staff Care for preliminary administrative matters prior to her placement at McLeod.

(Hearing Tr. p. 58). Claimant asserted that once her placement with McLeod was finalized she was given phone numbers to call to get directions to McLeod and she then dealt with McLeod as far as anything else she needed rather than Staff Care except for the car. *Id.* Claimant testified that she believed Staff Care's head office is located in Irving, Texas and that she did not ever travel to Texas to talk to people with Staff Care. *Id.* Claimant testified that she communicated with Staff Care initially by email and then by fax, email, and phone calls. (Hearing Tr. p.59). Claimant testified she signed the paperwork in her home in South Carolina. *Id.* Claimant testified that when she accepted the job with McLeod, she believed that there was some form from Staff Care that she signed, but she was not certain. *Id.*

Claimant testified again that on a normal day she would report to work at 9:00 a.m. and go to the O.R. after changing clothes. (Hearing Tr. p.59). Claimant testified that if her name was on the white board already, she would start with the normal morning procedures for setting up cases. *Id.* Claimant testified that if her name was not on the board, she would seek out the full-time C.R.N.A and they would send her where she was needed. (Hearing Tr. pp. 59-60). Claimant testified that she did not have to report to anyone for assigned cases. (Hearing Tr. p. 60). Claimant explained that if she completed all of the cases in a the room to which she was assigned, she would go to the C.R.N.A. in charge and ask what to do next. *Id.* Claimant testified that if she had problems with a specific patient she was working on she would deal with the anesthesiologist. *Id.* Claimant testified that throughout the day if she had questions about scheduling she would go to the C.R.N.A. in charge or to Mr. Torgensen. (Hearing Tr. pp. 60-61). Claimant testified that while she was working, the anesthesiologist was not continually in the room but he was continually available and that he was to be there during the induction of the

anesthesia until the patient was stable. (Hearing Tr. p. 61). Claimant testified that Staff Care provided her malpractice insurance. *Id.*

Claimant testified that after the accident she had a big black eye and was sore and stiff. (Hearing Tr. p. 61). Claimant testified that although the soreness and stiffness largely subsided in the days following the accident, she continued to have problems in her right shoulder so she went to her primary physician who did regular x-rays and recommended an MRI. *Id.* Claimant testified that she had no insurance so the doctor gave her a prescription for a muscle relaxer and pain medications and said they would try to wait for the MRI until Claimant was eligible for Medicare. (Hearing Tr. pp. 61-62). Claimant testified that within a couple of weeks of the accident, the pain was so bad that she could not function and she chose to pay for the MRI herself. (Hearing Tr. p. 62). Claimant testified that when she initially saw the doctor, she tried to delay the MRI because of the expense. *Id.*

Claimant testified that she initially treated with Dr. Elizabeth Perry, her family doctor, and that Dr. Perry referred Claimant to Dr. Roy Majors. (Hearing Tr. pp. 62-63). Claimant testified that Dr. Majors treated her right shoulder problems and that he ordered a cervical MRI in addition to a shoulder MRI. *Id.* Claimant testified that when she first saw Dr. Perry she complained about the neck and shoulder and that over the course of January, the stiffness and pain on the left side pretty much went away, but the right side got more and more intense to the point where she could not raise her arms far enough to get things out of cabinets. *Id.* Claimant testified that the strength in her fingers was gone and through March she got to the point where she had no use of her right side at all. *Id.* Claimant testified that her left side was

trying to keep her going with everything she did. (Hearing Tr. p.64). Claimant testified that Dr. Majors sent her to Dr. Alden Milam, a spinal specialist. *Id.*

Claimant testified that she had not had surgery on her right shoulder following this accident. (Hearing Tr. p.64). Claimant testified that in about 2002, she had a torn rotator cuff which Dr. Roy Majors surgically repaired and she had 100 percent success and no trouble with the shoulder following the 2002 surgery. (Hearing Tr. pp. 64-65). Claimant testified that she was still undergoing physical therapy for the right shoulder at Lake Wylie Chiropractic at the time of the hearing. (Hearing Tr. p. 65). Claimant confirmed that she has undergone surgery for her neck. *Id.* Claimant testified that the leg was much better but not back to normal and that her right arm was still semi-useless. (Hearing Tr. p. 66). Claimant testified that she is right hand dominant. *Id.* Claimant testified that she can not brush her teeth with her right arm as she is unable to get the arm up high enough. *Id.* Claimant testified that she could push things around her desk with her right arm, could hold the steering wheel with her right arm on the lower half of the steering wheel, but is unable to perform fine motor movements. *Id.* Claimant testified that she did not have any problems with her right arm prior to this accident at McLeod. *Id.* Claimant testified that after the surgery, her right leg had gotten better and she no longer had foot drop. *Id.* Claimant testified that her right leg was now fairly normal with about 85% improvement. *Id.* Claimant testified that her right leg was still not reliable as her knee will suddenly buckle and she has numbness in the foot. (Hearing Tr. p. 67). Claimant testified that she did not have problems with her right knee buckling prior to this accident. *Id.* Claimant testified that, prior to the accident, she had some numbness in her toes, but her current numbness goes all the way back to the arch of the foot and it is different than what she

experienced prior to the accident. *Id.* Claimant testified that she is still treating with Dr. Milam. *Id.* Claimant testified that she is only doing physical therapy for her shoulder and that Dr. Milam is providing her with muscle relaxers and pain medication. (Hearing Tr. p.68). Claimant testified that as of the time of the hearing she is down to seeing Dr. Milam once a month. *Id.* Claimant testified that she had not had any problems with her neck prior to this accident. *Id.* Claimant testified that prior to this accident she had three lumbar surgeries and a coccyxgectomy, with the last surgery around 1995 or 1996, and that she had recovered from those surgeries prior to her December 21, 2007, accident. (Hearing Tr. p. 69). Claimant testified that she did not have any problems with her lower spine after her December 21, 2007, accident. *Id.*

Claimant testified that other symptoms she is having which she believe stemmed from the accident are tears to the left rotator cuff and left biceps tendon and increasing bone spurs. (Hearing Tr. p.70). Claimant testified that she has pain in her left arm depending on movement and that her left arm is starting to get weak like the right one did. *Id.* Claimant testified that the problems on the left started approximately a month prior to the hearing. *Id.* Claimant testified that she also has numbness in the left hand for about a month and numbness in the left foot similar to what she experienced in her right foot. *Id.* Claimant testified that Dr. Majors has started treating her left side problems and his treatment consists of continuation of physical therapy for the left side as she had been doing on the right and that Dr. Majors has not ordered any testing other than the MRI. (Hearing Tr. p. 71). Claimant testified that she is walking with a cane as prescribed by physical therapy to help with her balance and to compensate for the weakness. *Id.* Claimant testified that she did not have problems with balance prior to this accident. *Id.* Claimant testified that her balance problems started about mid-February to the

beginning of March. (Hearing Tr. p.72). Claimant testified that she is not undergoing any sort of medical treatment that relates to this accident other than physical therapy and medications. *Id.* Claimant testified that the physical therapy and medications help her symptoms. *Id.* Claimant testified that she was not on pain medicines or muscle relaxers before her December 21, 2007, accident. (Hearing Tr. p.73).

Cross-Examination of Claimant by Mr. Barefoot :

Claimant verified her earlier testimony that she is a licensed certified registered nurse anesthetist, that she is credentialed by the American Association of Nurse Anesthetists (A.A.N.A.), that she is governed by statutes in certain states, and confirmed that "part of [her] credentialing process is [that she is] governed by law. (Hearing Tr. p.74). Claimant confirmed that South Carolina law requires that an anesthesiologist be present in the room while she treated a patient and was not a policy originated by McLeod or Staff Care . (Hearing Tr. pp. 74-75). Claimant testified that she was working in South Carolina when she was working at McLeod. (Hearing Tr. p. 75).

Claimant testified that she has done some freelancing work in the past and her longest freelance stint was three weeks. (Hearing Tr. p.76). Claimant explained that she was paid a flat rate per hour for her freelance work and the placement agency provided her with malpractice insurance. *Id.* Claimant testified that in those scenarios she did not get group health insurance or another benefits other than the flat rate pay per hour. (Hearing Tr. p.77). Claimant confirmed that the last place she worked before Staff Care was for Pain Management and Anesthesia which was in 2007. *Id.* Claimant testified that she that she left Pain Management and

Anesthesia partly due to the stress and burnout of having constant responsibility to the employer. *Id.*

Claimant testified that she previously had two surgeries on her left shoulder. Claimant explained the second surgery was a closed reduction to repair a fracture and dislocation. (Hearing Tr. p. 77). Claimant testified that she also had bone spurs in her left shoulder and she had a ruptured rotator cuff in her right shoulder. (Hearing Tr. p. 78). Claimant testified that she had sciatic pain in the right leg when she had prior problems to her lower back. *Id.*

Claimant testified that since 2002 she was diagnosed as pre-diabetic and her treatment was the same as treatment for a full-blown type 2 diabetic. (Hearing Tr. p. 78). Claimant testified that she agreed that in her deposition she did not mention anything about a pre-diabetic diagnosis but that she only testified in her deposition that she was diagnosed with diabetes in 2002. *Id.* Claimant testified that she controls the diabetes with pills and that she checks her blood sugar daily. *Id.* Claimant testified that one of the symptoms she had with the diabetes was numbness in her left toes. (Hearing Tr. p. 79). Claimant testified she did not recall saying in her deposition that she had numbness in her left foot from the toes to the ball of her foot prior to the December 21, 2007, accident but that the numbness extends to the ball of her left foot as of the time of the hearing. *Id.* Claimant testified that she did not recall having any problems with fainting or passing out as a result of diabetes (Hearing Tr. p. 80).

Claimant testified that she found the Staff Care position on the internet and she talked with someone but was then referred to Greg Burel when that person left. *Id.* Claimant testified that she had faxes and emails going back and forth to Staff Care and that she used her fax machine to transmit documents to Staff Care. *Id.* Claimant testified that she sent Staff Care a

packet of information containing her resume and copies of licenses and certifications, and that she had sent similar packages to other locum tenens agencies. (Hearing Tr. p.81). Claimant testified that when she was communicating with Staff Care, she did not specifically ask to be sent to McLeod and that she simply asked for an assignment that would allow her to be home on the weekends. *Id.* Claimant testified that the job [web] site that forwarded her to Staff Care gave her the location of the jobs, but she did not recall that McLeod was specifically mentioned on the website. (Hearing Tr. pp. 81-82). Claimant agreed that she testified in her deposition that McLeod was not listed on the site. (Hearing Tr. p. 82). Claimant testified that she signed a number of papers with Staff Care, that she went over the papers and that she had to initial every single page of the contract. *Id.* Claimant testified that when talking with Mr. Burel she selected the shift she was going to work and that she was guaranteed 40 hours of work per week by Staff Care. (Hearing Tr. pp. 82-83). Claimant testified that original contract she signed with Staff Care was from November 15, 2007, through March of 2008. (Hearing Tr. p. 83). Claimant testified that the contract she signed with Staff Care, in Defendant McLeod's APAs 97-101, did not mention McLeod Health and the contract simply referred to "the Client." *Id.* Claimant stated that she never entered into any sort of "contract" with McLeod. *Id.* Claimant testified that she did not recall signing any documents or contracts regarding McLeod's obligation to pay her money in exchange for her promise to work for McLeod. (Hearing Tr. p. 84). Claimant testified that Staff Care provided her medical malpractice coverage and that she had to have malpractice insurance coverage because she is a medical professional. (Hearing Tr. pp. 84-85). Claimant confirmed that the Staff Care contract indicated that if she became an employee of

McLeod within two years, either she or McLeod would owe Staff Care \$22,000.00. (Hearing Tr. p. 85).

Claimant testified that McLeod provided her with scrubs when she was going into the sterile environment and that everyone who went into a sterile environment had to wear scrubs, including the doctors. (Hearing Tr. p. 85). Claimant testified that she had to have a name tag to be able to go places where the general public are not allowed in the hospital. (Hearing Tr. p. 86). Claimant agreed that the name tag was necessary for security. *Id.*

Claimant testified that she was paid by Staff Care and that she was never paid directly by McLeod. (Hearing Tr. p. 86). Claimant testified that the form she faxed back to Staff Care each week was a form provided to her by Staff Care and that Staff Care instructed her to complete it and send it back to them. *Id.* Claimant testified that she faxed it back on a McLeod fax machine as that was the closest one and no one at McLeod instructed her to only use that McLeod fax machine. *Id.* Claimant testified that she probably could have gone to Kinkos and faxed it back. (Hearing Tr. p. 87). Claimant testified that she was provided a Form 1099 for the money that she made with Staff Care. *Id.* Claimant testified that according to the contract, she was paid \$95.00 per hour by Staff Care, along with \$25.00 per day for her *per diem* and a rental car. *Id.* Claimant testified that this was all handled through Staff Care and that they are the ones who instructed her about the [car] insurance and what to do and where to pick up the rental car. *Id.* Claimant testified that she would work through Friday and then drive back home to her house in Wylie. *Id.*

Claimant testified that the head C.R.N.A. or whoever made the board would tell her where to be and when and other than that, the only person that she would answer to would be

the anesthesiologist. (Hearing Tr. p. 88). Claimant testified that she would exercise some independent judgment on the patient's level of anesthesia, airway competence, and blood pressure level. *Id.* Claimant testified that she exercised independent judgment within her certification area and it was possible to lose her certification if she made a mistake in judgment. *Id.* Claimant testified that she was ultimately responsible for making sure she did what she was supposed to do as a C.R.N.A. *Id.* Claimant testified that anesthesia machines vary in size. (Hearing Tr. p. 89). Claimant estimated the machines in the rooms where she worked at McLeod were probably 500 pounds or more and that there is a small writing surface about the size of a briefcase, and the machines have gauges on the back and hoses on the front that lead to the patient. *Id.* Claimant testified that she never owned an anesthesia machine and it's not something that a C.R.N.A., even a *locum tenens*, takes with them. *Id.* Claimant testified that the anesthesia machines cost tens of thousands of dollars. *Id.* Claimant testified that the medications that she may dispense in her job as a C.R.N.A. have to come through a pharmacy. *Id.* Claimant testified that when she contacted McLeod and asked about what supplies she needed to bring, she was told to call Keith Torgersen for answers. (Hearing Tr. pp. 89-90). Claimant testified that in other *locum tenens* jobs she took in her stethoscope, clamps for the drape, laryngoscopes and blades, but in this situation, however, Mr. Torgerson instructed her to not bring that equipment as he said "No, we have plenty. Come on." (Hearing Tr. p.90). Claimant testified that she owned these things and would have brought them in. *Id.*

Claimant confirmed that she had group health insurance benefits in her last job at Pain Management Anesthesia. *Id.* Claimant confirmed that she had a set schedule that she was supposed to be there certain times and if things ran late, she stayed late at Pain Management

Anesthesia. (Hearing Tr. p. 91). Claimant testified that this is what she wanted to get away from the schedule requirements that Pain Management mandated. *Id.*

Claimant testified that at McLeod she did not have any group health insurance, vacation days, sick days, or a 401k retirement program. (Hearing Tr. p. 91). Claimant testified that she was not aware of any sort of *per diem* given to any employees at McLeod. *Id.* Claimant testified that if no money was direct deposited in her checking account she would have called Greg Burel with Staff Care. *Id.* Claimant testified that she never really thought about whether or not she considered herself an employee of Staff Care. (Hearing Tr. p. 92). Claimant read the portion of her deposition on page 74 wherein she defined *locums* as a "freelance person who either goes through an agency to find a job...to be completely independent and call people or hospitals they know." *Id.* Claimant testified that she wanted to do *locum tenens* because it paid a lot better. (Hearing Tr. p.93). Claimant testified that she was not a hospital employee under *locum tenens* rules. *Id.*

Claimant testified that December 21, 2007, the decision had been made to anesthetize her patient while the patient was still in the patient bed. (Hearing Tr. p.93). Claimant confirmed that she started to go around the left side of the bed and the next thing she knew, she hit the floor. *Id.* Claimant testified that she did not have any recollection of tripping, but she did have a recollection that her foot wasn't coming with the rest of her as she moved forward. *Id.* Claimant testified that she didn't know whether it was the I.V. poles or the bed cords that caused her fall. *Id.* Claimant testified that it was highly unlikely that it could have been some other problem, but if you stretched it, it was hypothetically possible someone could have thrown something at her, although someone did not throw something at her. (Hearing Tr. pp.

93-94). Claimant testified that "something grabbed [her] foot" and she believes her foot caught either the cords or the I.V. pole. (Hearing Tr. p. 94). Claimant denied that she had some sort of problem, such as numbness, with her left foot that caused her fall. *Id.* Claimant denied that she had foot drop on December 21, 2008, as she would not have been able to maintain a normal walk or normal motion forward or backwards in the O.R.. (Hearing Tr. p. 95). Claimant testified that she thought her right foot got stuck because her right shoe was not on her foot immediately after she fell. *Id.* Claimant stated that she was in a regular stepping motion and the right foot got stuck on something. *Id.* Claimant stated in her deposition¹ that immediately prior to her fall she picked up the syringes and turned to go around the bed and she remembers one step before she fell. *Id.* Claimant also testified in her deposition that she did not remember anything else before she realized she was on the ground. *Id.* Claimant explained that she did not testify at her deposition that something caught her right foot because she was not specifically questioned as to that point. (Hearing Tr. p.97). Claimant testified that she did not black out after the accident. *Id.* Claimant testified that her face hit the floor first. *Id.* Claimant testified that she was taken to the McLeod Emergency Room where she told the emergency room staff all of the symptoms she had at that point in time which happened to forehead and right eye pain. (Hearing Tr. pp. 98-99; See also Claimant's deposition p. 81).

Claimant testified that her primary care physician is Elizabeth Perry at Signature Healthcare. (Hearing Tr. p. 99). Claimant testified that there are three doctors in the practice and she could contact the physician on call at anytime. *Id.* Claimant testified that she saw Dr.

¹Deposition p. 78, line 16

Perry on January 3, 2008, for a previously scheduled appointment for an annual physical. (Hearing Tr. p. 100). Claimant testified that Dr. Perry performed an examination and Claimant told Dr. Perry about her eye problems and complained of a stiff shoulder as she was beginning to lose strength. *Id.* Claimant testified that she did not know that "no weakness" was noted under the neurological exam (APA P.13). *Id.* Claimant testified that she didn't return to any doctor until March 3, 2008, two months later and that she didn't call and try to get one of her doctors for any kind of symptoms she was having in that two months. (Hearing Tr. p.101). Claimant testified that the reason she moved back to North Carolina was to help take care of her sister, but she was no longer needed as a caretaker in January 2008 or February 2008. (Hearing Tr. pp. 101-102). Claimant testified that when she returned to Dr. Perry on March 3, 2008, she did complain about her shoulder. (Hearing Tr. p. 102). Claimant testified that Dr. Perry did a five minute exam and Dr. Perry felt Claimant had normal strength and sensation in both of her arms. *Id.* Claimant testified that the only problem she had on March 23, 2008, was shoulder pain and Dr. Perry sent her for an MRI of the shoulder. *Id.* Claimant testified that it was subsequent to the MRI that she continued to complain of her symptoms and Dr. Perry referred her to Dr. Majors and Dr. Milam. (Hearing Tr. p. 103).

Claimant testified that she was issued a 1099 for the McLeod assignment in the amount of \$13,916.00. *Id.* Claimant confirmed that she deducted \$192 for uniforms, \$130.00 for licenses and permits, \$50 for registration fee, \$595 for dues and subscriptions, \$94 for education and 6,572 miles for business travel on her taxes. (Hearing Tr. p.104). Claimant stated that the uniform deductions were for shoes, warm-up jackets and lab coats. (Hearing Tr. pp. 104-105).

Claimant testified that McLeod did not provide her with everything, just the scrubs for the sterile environment. (Hearing Tr. p. 105).

Cross-Examination of Claimant by Ms. Hindersman:

Claimant testified that she was just an independent *locum* looking for a job because *locum* work pays a lot better, the work is arranged by an agency and Claimant did not have to look for a specific hospital for work and she would not have to work at a given location for an extended period. (Hearing Tr. p.106). Claimant confirmed that *locum* work is beneficial because it allows the *locum* to travel and not have overhead costs. (Hearing Tr. p.107). Claimant testified that she did *locum* work in North Carolina and South Carolina and she was paid better while she did *locum* work. (Hearing Tr. p. 108). Claimant testified that she did not see the part of the website that says she would be an independent contractor. *Id.* Claimant testified that she never personally met anyone from Staff Care. *Id.* Claimant testified that Staff Care advertised the job and she called for information about the job. *Id.* Claimant testified that she could have told Staff Care that she did not want the job available at McLeod. *Id.* Claimant testified that she could have accepted another job found by another staffing agency. *Id.* Claimant testified that no one from Staff Care was on the McLeod premises. (Hearing Tr. p.109). Claimant testified that Staff Care set forth several different shifts she could work and that she had never been offered the choice of shifts in any of the jobs she had worked previously. *Id.* Claimant testified that Staff Care arranged details between her and McLeod and they explained when the job would start if she accepted it. *Id.* Claimant testified that she believed McLeod made the hotel and rental car arrangements and Staff Care relayed those arrangements to Claimant. (Hearing Tr. pp. 109-110).

Claimant testified that she received her direct deposit from Staff Care and she thought Staff Care paid the bills for the hotel and the car, but she did not know if Staff Care was reimbursed by McLeod as she was not a part of those arrangements. (Hearing Tr. p.110). Claimant testified that she believed Staff Care originally arranged for a hotel room, but McLeod helped her find a different hotel that allowed pets. *Id.* Claimant testified that she received her pay stubs in the mail from Staff Care (Hearing Tr. p.111). When questioned about her deposition testimony where she said she got the pay stubs from McLeod, Claimant testified that they may have delivered it to McLeod rather than put it in the mail, but it was in a Staff Care envelope. (Hearing Tr. p.111; See also Claimant's deposition p. 77, line 9). Claimant testified that she was guaranteed payment for a minimum of forty hours of work as long as she submitted her invoice. (Hearing Tr. pp.111-112; See also Staff Care Exhibit No. 8). Claimant testified that she was instructed to take the invoice to either Mr. Torgerson or another full-time C.R.N.A. to sign her invoice verification. (Hearing Tr. p.113). Claimant testified that Staff Care called her once or twice to ask how her job was going and confirm she submitted her invoice, but they did not inquire as to the day-to-day details of her job and what hours she worked. *Id.* Claimant testified that she had a fax machine at home, but she used McLeod's fax machine as it had to be in by 5:00 on Friday afternoon and there was no opportunity for her to get back to Lake Wylie before 5:00 p.m.. (Hearing Tr. p.114).

Claimant testified that she assumed she signed an independent contract with Staff Care because of the nature of her relationship with Staff Care. (Hearing Tr. p.114). Claimant verified that she read and understood the top of the page of the independent contractor declaration that said "You agree by signing this you are an independent contractor and you are not an employee

of Staff Care." (Hearing Tr. p. 115; See also, Staff Care Exhibit No. 2). Claimant testified that she signed an employee health validation form, an employee health urine drug screen, job description verification, and a dress code policy and that those papers were given to her by McLeod representatives. (Hearing Tr. pp. 115-116). Claimant testified that her name tag had her picture and "McLeod Health" across the top. (Hearing Tr. p. 116). Claimant testified that Mr. Torgersen was her supervisor and he would have been upset if Claimant showed up late or did not show up at all. *Id.* Claimant testified that she would have talked to someone in McLeod's Human Resources department if she was sexually harassed. *Id.* Claimant testified that she had planned to work for McLeod through March 2008. *Id.* Claimant confirmed that she returned to work even after her December 21, 2007, fall. *Id.* Claimant testified that she was specifically let go by her McLeod supervisor, Mr. Torgerson, on December 31, 2007. (Hearing Tr. p. 117).

Claimant testified that she surmised that Staff Care could not control whether McLeod kept her working and that Staff Care was not able to keep her job if McLeod wanted to get rid of her. (Hearing Tr. p. 117). Claimant testified that when she worked, Staff Care did not have any control over her work, specifically, when she worked, what she wore, how she performed her job or the duration of her stint at McLeod. (Hearing Tr. pp. 117-118). Claimant testified that she never thought of herself as a Staff Care employee. (Hearing Tr. p. 118). Claimant testified that after her injury, she told her medical providers that she was injured at work and asked the providers to contact her McLeod supervisor, Keith Torgersen, for workers' comp information. *Id.*

Claimant testified that she a McLeod anesthesiologist was required to supervise her work and Mr. Torgerson told her the first day she was in the operating room that an

anesthesiologist had to be in the room with her. (Hearing Tr. pp. 118-119). Claimant testified that she assumed that McLeod made sure that there was an anesthesiologist in the room with her as Mr. Torgersen told her to call a anesthesiologist before she started an induction. (Hearing Tr. p. 119). Claimant testified that there was always an anesthesiologist in the room, that she did not go against that policy and she believed she could have been terminated if she had performed a procedure without an anesthesiologist present in the room. *Id.* Claimant testified that she would have contacted her McLeod supervisor or the anesthesiologist, and not Staff Care, if she had a problem with a patient. *Id.*

Re-direct Examination of Claimant by Ms. Bluestein:

Claimant testified that she had to submit all of her certifications to McLeod prior to taking the job with McLeod. (Hearing Tr. p. 120). Claimant testified that the drug testing and administrative paperwork for McLeod was done the first day she worked at McLeod. *Id.* Claimant read lines 12-22 of page 92 of her deposition into the record:

There was something on or near the head of the bed, because I only took one step to the left of Dr. Fox to get around the equipment. I don't know what my foot caught on. It suddenly – it sure didn't move. Was there anything wet on the floor? Not that I recall. You say you don't know what your foot caught on; did you have any scuff marks on your shoe or anything? My right shoe was across the room.

(Hearing Tr. pp. 120-121).

Re-cross examination of Claimant by Mr. Barefoot:

Claimant testified that she submitted credentials to Staff Care and Staff Care forwarded them to McLeod. (Hearing Tr. p. 121). Claimant testified that she had no idea whether the anesthesiologists she worked with at McLeod were employees of McLeod or just doctors who

McLeod hospital privileges. *Id.* Claimant testified that if anybody would want to supervise the details of her work, beyond what the law requires, it would have been the anesthesiologist. *Id.* Claimant testified that if she did not get her form to Staff Care by 5:00 p.m. on Friday, her paycheck from Staff Care would be delayed (Hearing Tr. pp. 122-123). Claimant testified that Staff Care actually found her a hotel but it would not allow pets and Claimant testified that "I don't know who I contacted to say "this hotel, I looked it up on the internet, doesn't allow pets. I need another room." (Hearing Tr. p. 123). Claimant testified that if she violates the rules of her licenser, she could lose her C.R.N.A. license and then she could not work anymore as a C.R.N.A.. *Id.* Claimant testified that at the end of the day it was her responsibility to make sure she followed the certification rules of so she would not lose her certification. *Id.*

Re-cross examination of Claimant by Ms. Hindersmann:

Claimant testified that if she was an independent contractor, she would not be paid unless she submitted an invoice or a bill. (Hearing Tr. p. 124).

Defendant McLeod Regional Medical Center's Case-In-Chief

Direct Examination of Octavia Williams-Blake by Walter H. Barefoot, Esquire:

Ms. Williams-Blake testified that she is the director of occupational health at McLeod Health and that she has been with the hospital about six years. (Hearing Tr. p. 126). Ms. Williams-Blake testified that she is responsible for the workers' compensation program at McLeod and that she is also responsible for the operations of McLeod Employee Health. *Id.* Ms. Williams-Blake testified that she was at the hearing as a representative of McLeod. *Id.* Ms. Williams-Blake testified that McLeod got paperwork on someone who is a *locum tenens* or contract person because the paperwork they fill out is required by law either by Joint

Commission on Hospital Accreditation or Medicare. (Hearing Tr. pp. 126-127). Ms. Williams-Blake testified that when someone came to work there, even if it was a *locum tenens* position or full-time employee, the paperwork that she had to get includes a physical examination that would take place at employee health, and a drug screening. (Hearing Tr. p. 127). Ms. Williams-Blake testified that C.R.N.A. *locum tenens* would receive their job duties through human resources. *Id.* Ms. Williams-Blake testified that a hospital has to be accredited by an accrediting agency in order to operate. *Id.* Ms. Williams-Blake testified that in order to receive Medicare or Medicaid funds, McLeod has to meet federal requirements which would include giving employees a job description and a drug screen. (Hearing Tr. pp. 127-128). Ms. Williams-Blake testified that everyone who comes to work at McLeod, whether a contractor or an employee, is given a badge pursuant to the Lewis Blackman Act which requires caregivers wear identification specifying the person's title, name and picture. (Hearing Tr. p. 128). Ms. Williams-Blake testified that a magnetic strip on the back of the name card allows employees into different areas of the hospital. *Id.* Ms. Williams-Blake testified that there are doctors in Florence who practice medicine and have hospital privileges at McLeod that are not employees of McLeod and they have cards that have their picture and their Lewis Blackman information and that they are required to wear the badges whenever they are on campus accessing the operating rooms and the areas where they have to work. (Hearing Tr. p. 129).

Cross-Examination of Octavia Williams-Blake by Ms. Hindersman:

Ms. Williams-Blake testified she does not know if the law requires that "McLeod" be written on the top of the name badge but would assume it does and would guess that "McLeod" is on the badge to identify wearers as being associated with the hospital. (Hearing Tr. p. 130).

Ms. Williams-Blake testified that the law probably does not require that "employee" be written all over the orientation forms and the job description. *Id.* Ms. Williams-Blake testified that she has no knowledge about how the reimbursement arrangement was set up between McLeod and Staff Care. *Id.*

Ms. Williams-Blake testified that her office filled out the First Report of Injury and the form was completed in March 2008. (Hearing Tr. p. 131; See also Staff Care Exhibit No. 1). Ms. Williams-Blake testified that on the First Report, the employer was listed as McLeod Regional Medical Center, the employee was listed as "Mildred Shatto," and the Claims Administrator was listed as Key Risk Management Services. *Id.* Ms. Williams-Blake testified that she would not put "denied" or "in dispute" on the First Report as it is simply a report that an occurrence has occurred or an injury or accident has occurred at the hospital. *Id.*

Cross-examination of Octavia Williams-Blake by Ms. Bluestein:

Ms. Williams-Blake testified that hospitals have their own individual dress codes but JCAHO has specific requirements for sterile areas. (Hearing Tr. p. 132; See also Staff Care Exhibit No. 6) Ms. Williams-Blake read that the dress code policy exhibit in evidence stated "male employees should wear coats and ties, suits, sport jackets, slacks, ties or conservative slacks, dress shirts and ties. Casual outfits such as jeans, denim clothes, shorts or athletic attire are not acceptable. Shirts with no collars are unacceptable. Female employees should wear uniforms, dresses, suits or coordinated blouse/slacks outfits suitable for a business medical environment. Outfits must have sleeves, no sleeveless. Casual outfits such as jeans, denim clothes, shorts, capris or athletic attire are not acceptable. Female employees will not be permitted to come to work or training dressed in shorts, t-shirts, tank tops. Halter tops, bare

midriff shirts and louses, sun dresses and items that are not sufficient opaque to conceal undergarments." (Hearing Tr. pp. 132-133; See also Staff Care Exhibit No. 6).

Ms. Williams-Blake testified that the dress code in evidence is McLeod's individual dress policy is not a dress code policy mandated Federal Law for sterile environments. (Hearing Tr. p. 133).

Re-direct examination of Octavia Williams-Blake by Mr. Barefoot:

Ms. Williams-Blake testified that the law requires a Form 12-A be filed whenever a claimant files a Form 50. (Hearing Tr. p. 134). Ms. Williams-Blake testified that the Form 12-A does not provide for indication of an "independent contractor" or "*locum tenens*" instead of employee. *Id.* Ms. Williams-Blake testified that "contract anesthetist" was entered under "occupation job title." *Id.* Ms. Williams-Blake testified that, as to some of these forms having "employee" on there, they have so many positions in the hospital and they would have a million different forms if they labeled them all different and the significance of what is on the form is usually what is required either by law or by hospital policy to meet the requirements of what they need to do with that employee. *Id.*

Direct Examination of Diane Bryant by Walter H. Barefoot, Esquire:

Ms. Bryant testified that she is she is responsible for McLeod's payroll as the director of payroll with McLeod Heath and she has been with the hospital since 1976. (Hearing Tr. p. 136). Ms. Bryant testified that in addition to paying people wages for the work they do when they are employees of McLeod, she is also responsible for keeping up with employee benefits. *Id.* Ms. Bryant testified that she is able to look at the payroll record and see if any payments have been made by McLeod to a name or a social security number and that she checked both the social

security number and name for "Ms. Mildred Dee Dee Shatto" and did not find anything. *Id.* Ms. Bryant testified that she did not find any indication that Claimant was given any benefits by McLeod or paid any sort of wages or earnings by McLeod (Hearing Tr. p. 137). Ms. Bryant testified that employees of McLeod that work 40 hours and above are given paid time off vacation and that 401k is available to employees if the employees are not on p.r.n. status. *Id.*

Cross-examination of Diane Bryant by Ms. Hindersman:

Ms. Bryant testified that she would not deal with reimbursement payments to companies such as Staff Care or paying invoices that is not a part of payroll. (Hearing Tr. p. 138). Ms. Bryant indicated those payments would be handled by accounts payable. *Id.* Ms. Bryant testified that she would not know if someone was paying a staff care agency for Claimant's work as that would not been part of her job. *Id.*

Examination by Commissioner Lyndon:

Ms. Bryant testified that Claimant was not paid overtime by McLeod. (Hearing Tr. p.139)

Direct Examination of Keith A. Torgersen by Walter H. Barefoot, Esquire:

Mr. Torgersen testified that he is the current director of anesthesia with McLeod Health and that he has been with McLeod since about 1987. (Hearing Tr. p. 140). Mr. Torgersen testified that he is responsible for C.R.N.A. staffing at McLeod. (Hearing Tr. p. 141). Mr. Torgersen testified that he is familiar with a company called Staff Care and that he knows Staff Care is a temporary agency that gives him the opportunity to obtain temporary staffing and short-term help. *Id.* Mr. Torgersen testified that in November 2007, he entered into a contract on behalf of McLeod with Staff Care to meet a temporary need for a C.R.N.A. and Staff Care

sent Claimant. *Id.* Mr. Torgersen testified that he was not aware of McLeod ever entering into any sort of contract directly Claimant. *Id.* Mr. Torgersen testified that it was his understanding that if Claimant became an employee of McLeod within two years of when she first started the *locum tenens* work, that McLeod would have to pay Staff Care \$22,000.00 (Hearing Tr. pp. 141-142). Mr. Torgersen testified that the terms of the contract with Staff Care and McLeod were to provide professional services from a C.R.N.A. for a period of time and Staff Care would bill for those hours and McLeod would pay Staff Care for those hours. (Hearing Tr. p. 142). Mr. Torgersen testified that he did not know what Claimant was being paid by Staff Care and that he was not familiar with the terms of the contract that Claimant had with Staff Care. *Id.* Mr. Torgersen testified that Claimant never became McLeod employee and that McLeod never paid Staff Care \$22,000.00 so that Claimant could become an employee. *Id.*

Mr. Torgersen testified that he is a C.R.N.A. and that he has worked *locum tenens*. (Hearing Tr. p. 142). Mr. Torgersen testified that he is currently an employee of McLeod and that he gets vacation time, group health insurance and 401k participation with contributions from McLeod, and continuing education funding from McLeod. *Id.* Mr. Torgersen testified that Claimant got no vacation time, no health insurance, no 401k participation or contributions from McLeod and no continuing education funding from McLeod. (Hearing Tr. pp. 143-144). Mr. Torgersen testified that he has medical malpractice coverage provided by McLeod and that McLeod did not provide medical malpractice coverage for Claimant. (Hearing Tr. p. 144). Mr. Torgersen testified that the anesthesiologists who have hospital privileges at McLeod are not McLeod employees. *Id.* Mr. Torgersen testified that the anesthesiologists are a privately-contracted group that form their own corporation and their professional services are

reimbursed by McLeod. *Id.* Mr. Torgersen testified that the machines the doctors use are called anesthesia machines. *Id.* Mr. Torgersen testified that the current machines at McLeod area little taller and wider than two and one-half by two foot by five feet tall. (Hearing Tr. p. 145). Mr. Torgersen testified that C.R.N.A.s are not allowed to bring their own anesthesia machine and because McLeod is required by law to be responsible for the anesthesia machine. *Id.* Mr. Torgersen did not recall a conversation with Claimant in which Claimant asked if she needed to bring any supplies or equipment with her. *Id.* Mr. Torgersen testified that I.D. cards are not only issued to employees of McLeod but are also issued to any student or anyone within the hospital confines. *Id.* Mr. Torgersen testified that the Lewis Blackman Act requires that care providers properly identify himself or herself. *Id.* Mr. Torgersen testified that in the case of a *locum* or temporary staff employee, they get a badge that states "contract staff." *Id.* Mr. Torgersen testified that he had C.R.N.A.s that are employees of McLeod and that they do not get a *per diem* for living expenses, nor does anyone rent them a car to go back and forth to work. *Id.* Mr. Torgersen testified that the employee C.R.N.A.s are on call and Claimant was never on call. (Hearing Tr. p. 147). Mr. Torgersen testified that the difference between a contract staff person and an employee for them is that he can staff his employees anywhere within the organization but that Claimant worked only in the operating room. Mr. Torgersen explained that due to variables of patient care and safety he would not orient contract staff workers to the entire McLeod organization. (Hearing Tr. pp 147-148).

Mr. Torgersen testified that McLeod provides sterile garb for everyone that goes in the operating room. *Id.* Mr. Torgersen testified that Claimant had to go through an orientation

when she came to work there, but Claimant would not have gotten the full orientation that all employees receive because she would not be working in certain areas. *Id.*

Mr. Torgersen testified that as a C.R.N.A. he is still licensed in South Carolina and, in 1997, then Governor Beasley appointed him to sit on the State Board of Nursing where he served on many committees with the Board of Medicine and the Board of Nursing to revamp their practice acts. (Hearing Tr. p. 149). Mr. Torgersen testified that as a C.R.N.A. it is his responsibility to make sure he did what he was supposed to do within the law and his professional responsibilities and he has to exercise independent judgment to do that. *Id.*

Cross-examination of Keith Torgersen by Ms. Hindersman:

Mr. Torgersen testified that he is the responsible entity at McLeod for the practice of the C.R.N.A.s and that the organization looks to him to provide leadership and support for any supervision of the C.R.N.A.s within the organization. (Hearing Tr. p. 150). Mr. Torgersen testified that anyone who sets foot on the campus of McLeod would have to have a name tag but if they were not going to be working there, the name tag would not have their picture and department they were in. *Id.* Mr. Torgersen testified that so far as he is aware, Staff Care does not practice medicine, they do not have a hospital of their own named Staff Care where they practice medicine and confirmed that Staff Care provides nurses to hospitals. (Hearing Tr. p. 151). Mr. Torgersen stated that C.R.N.A.s do sometimes provide his or her own monitoring equipment, such as a nerve stimulator or a precordial stethoscope. (Hearing Tr. pp. 151-152). Mr. Torgersen testified that it "would not have been a good thing" for Claimant to show up at 11 for a 9-5 shift. (Hearing Tr. p. 152). Mr. Torgersen indicated that if that situation arose on a repeated basis he would speak with Staff Care. *Id.* Mr. Torgersen testified that if Claimant's

performance was subpar he would immediately call to Staff Care. *Id.* Mr. Torgersen testified that if he was unhappy with Claimant's performance, he would have called Staff Care and they would place another provider as he understood the contract. (Hearing Tr. p. 153). Mr. Torgersen testified that he did not believe the contract granted him the autonomous right to end his relationship with Claimant without first talking to Staff Care. *Id.* Mr. Torgersen testified that anyone coming into the organization is required by Joint Commission standards to attend a brief orientation which includes an overview of the McLeod organization and providing an overview of basic things they require anyone to understand, such as fire safety. (Hearing Tr. p. 154).

Mr. Torgersen testified that the operating room has its own dress code. (Hearing Tr. p. 154). Mr. Torgersen testified that orientation has its own set of dress code requirements and the O.R. has a separate dress code policy within the O.R... (Hearing Tr. pp. 155-156). Mr. Torgersen stated that O.R. staff are allowed to arrive at McLeod in flip flops and t-shirts and later change into scrubs before presenting to the O.R.. (Hearing Tr. pp. 157-158). Mr. Torgersen indicated that the floor nursing staff on the floor is not allowed to wear "that type of garb." (Hearing Tr. p. 158). Mr. Torgersen asserted that staff is required to wear professional attire to attend orientation. *Id.* Mr. Torgersen testified that Claimant would not be allowed to administer drugs while wearing scrubs and flip flops. *Id.* Mr. Torgersen testified that Claimant would have been allowed to bring in her own equipment for certain items such as a precordial stethoscope or nerve stimulator but she would not be allowed to bring in any monitoring devices that weren't biomedically checked through their organization. *Id.*

Mr. Torgersen verified that he signed Claimant's invoice to Staff Care. (Hearing Tr. pp. 158-159; See also Staff Care Exhibit No. 9). Mr. Torgersen testified that his signature validated that Claimant had been at work during those hours and that by submitting this, McLeod would be billed for those hours. (Hearing Tr. p. 159). Mr. Torgersen testified that he terminated Claimant because he believed the McLeod environment was overwhelming for her and Claimant was not accustomed to McLeod's practice environment. *Id.* Mr. Torgersen testified that Claimant could not handle complex cases and she could not handle the types of things that McLeod does and he had an opportunity for him to quickly hire somebody to replace her. (Hearing Tr. p. 160). Mr. Torgersen testified that he had somebody in the pipeline to replace Claimant but the person could not come into the organization until the credential process was completed so his notice to Claimant was based on him already having somebody in the pipeline and just needing some temporary help until that person arrived. *Id.*

Mr. Torgersen testified that McLeod benefits from the temporary agency providing the temporary nurses and doctors to fill vacancies. (Hearing Tr. p. 161). Mr. Torgersen testified that Claimant faxed her invoice to Staff Care after Mr. Torgersen signed off on the invoices and then Staff Care sent McLeod a bill. *Id.* Mr. Torgersen testified that his secretary handled the invoice found on page 183 of McLeod's APA submissions, but he believed it was an invoice that would have been sent to him. (Hearing Tr. p. 162; See also McLeod APA submission No. 14). Mr. Torgersen testified that when he was provided one of those invoices, his secretary prepared a check request which he signed and then his V.P. signed and then it was sent to payroll. *Id.* Mr. Torgersen testified this is the form that they would use for any check that needed to be drafted to anyone. (Hearing Tr. p. 163). Mr. Torgersen testified that he believes they would get

a bill from Staff Care, request that it be reimbursed and then submit a Staff Care a check.

(Hearing Tr. pp. 163-164; See also McLeod APA submission No. 14). Mr. Torgersen read the parts of the contract into the record which state "client shall provide or directly reimburse provider through agency for cost of housing outside of client's facility. Local transportation, in-route lodging, in-route meals, and reasonable transportation costs to and from client's location."

(Hearing Tr. p. 165; See also Staff Care Exhibit No. 4). Mr. Torgersen continued reading two pages from that "If the administrative service fee is applicable for each calendar day the provider delivers services through either patient contact or call availability includes but is not limited to the following services: maintenance of medical malpractice insurance policy, referencing verification licenser, forwarding client's verification forms to third parties and continuous follow up to ensure completed forms are returned to the client in a timely manner and according travel itineraries." (Hearing Tr. pp. 165-166; See also Staff Care Exhibit No. 4). Mr. Torgersen testified that he signed off on the check requests and that he reimbursed them for the lodging, rental car, medical malpractice insurance and hours that Claimant worked. (Hearing Tr. p 166-167).

Re-Direct Examination of Keith Torgerson by Mr. Barefoot:

Mr. Torgersen testified that McLeod paid Staff Care more than the \$95 an hour Staff Care paid to Claimant. (Hearing Tr. p. 167). Mr. Torgersen testified that the O.R. is a sterile environment, that flip flops are generally not sterile and that McLeod basically would not run the risk of anyone coming in the O.R. with flip flops as they could lose their ability to operate as a hospital. (Hearing Tr. p. 168). Mr. Torgersen testified that for the accounts on the form on page 166 of McLeod's APA submissions, what is typed in there is their line item for when they

pay anything for contract labor, so that is a line item that they utilized for accounting that he is required to keep in his budget. *Id.* Mr. Torgersen testified that "reason for request: locum tenens agency, C.R.N.A.", is referring to Staff Care. (Hearing Tr. p. 169). Mr. Torgersen testified he was paid Staff Care the contract rate he had agreed to with Staff Care and the amount Staff Care reimbursed Claimant was a matter between those two parties. (Hearing Tr. p. 169).

MEDICAL EVIDENCE

PRE-INJURY RECORDS

On April 3, 2003, Claimant presented to Signature Healthcare for a physical exam. She denied any joint, muscle or back pain, and she denied any localized numbness, weakness or tingling. (APA p. 175). On August 7, 2003, Claimant presented to Dr. Elizabeth Perry for a cough and a blood pressure check. Neurologically, the patient denied localized numbness, weakness or tingling. (APA p. 147). On August 25, 2003, Claimant presented to Dr. Perry for a cough, depression, mouth soreness and pain in her right forearm just distal to her elbow and pain in her right shoulder, both of which were intermittent and exacerbated by lifting patients on stretchers. Claimant suffered no specific injuries. Dr. Perry prescribed Celebrex. (APA pp. 144-145). On September 8, 2003, Claimant presented to Dr. Perry for right shoulder/elbow problems that had not improved. (APA p. 143). On October 13, 2003, Claimant presented to Dr. Perry with right shoulder pain which began two weeks prior and had gotten worse the day before the appointment after lifting a patient. Claimant was scheduled for an MRI. (APA pp. 141-142). On October 17, 2003, Claimant underwent a left shoulder MRI which found a small full-thickness tear involving the anterior lateral leading edge of her rotator cuff. (APA p. 154).

On October 20, 2003, Claimant presented to Dr. Perry for a follow-up visit for her rotator cuff tear. Claimant's exam showed no joint, muscle or back pain. (APA p. 139). Dr. Perry referred Claimant to Dr. Roy Majors (APA 140).

On April 23, 2004, Claimant was seen by Dr. Perry for coughing and wheezing. Claimant's neurological exam noted a normal gait, normal balance and normal motor functioning. (APA p. 132). On May 12, 2004, Claimant was seen by Dr. Perry for skin rash, bronchitis, and decreased sensation in her feet that Claimant felt may be related to the disc problems that she had in her back (APA p. 126). Claimant's exam showed numbness in the distal part of both feet, but she had no joint, muscle or back pain. Dr. Perry felt the decreased sensation in Claimant's feet may be related to pinched nerves in her back, but she indicated that it may also be early neuropathy: Dr. Perry noted that Claimant showed no evidence of diminished circulation, either arterial or venous. (APA p. 129). On May 26, 2004, Claimant was seen by Dr. Perry. Claimant presented with buttock pain radiating down the back of her legs to the knees which resulted from her falling on her buttocks at work when a stool slipped out from under her a couple of weeks prior to her appointment. (APA p. 124). Claimant was instructed by Dr. Perry to take Flexeril. (APA p. 125).

On June 9, 2004, Claimant was seen for a cough and sciatica by Dr. Perry at Signature Healthcare (APA p. 118). Her diagnosis was aphthous stomatitis - uncontrolled; sciatica - uncontrolled; cough-unstable. (APA p. 119). On April 11, 2005, Claimant was seen at Signature Healthcare for a cough. (APA p. 162). Her neurological exam showed normal gait, balance and motor functioning. (APA p. 163). On June 3, 2005, Claimant was seen at Signature Healthcare for right foot pain. She was diagnosed with right traumatic plantar fasciitis. (APA p. 161). On

October 28, 2005, Claimant was seen at Signature Healthcare for left thigh and left biceps pain. She was diagnosed with sprains of the left upper arm and of the left thigh. (APA p. 158). On October 31, 2005, Claimant was seen for her annual physical by Dr. Perry at Signature Healthcare. (APA p. 113). Her neurological exam showed no seizures or syncope, no paresthesias, no tremor or weakness, no headache or confusion. (APA p. 114) On November 7, 2005, Claimant was seen for continued thigh pain by Dr. Perry at Signature Healthcare. (APA p. 111). Dr. Perry diagnosed Claimant with a left thigh sprain with uncontrolled medial quadriceps. (APA p. 112). On May 1, 2006, Claimant was seen for a cough and sinus infection by Dr. Perry at Signature Healthcare. (APA p. 106). Neurologically Claimant had no seizures or syncope, no paresthesias, tremor or weakness, no headache or confusion, and Claimant was found to be alert, oriented, and focal signs were normal. (APA p. 107). On September 28, 2006, Claimant was seen for a cough and other symptoms, as well as a left hand injury, by Dr. Perry at Signature Healthcare. (APA p. 104). Neurologically she had no seizures or syncope, no paraesthesias, tremor or weakness, no headache or confusion, and Claimant's musculoskeletal examination showed no joint swelling or pain and no myalgia. *Id.* On October 23, 2006, Claimant was seen for a complete physical by Dr. Perry at Signature Healthcare. (APA p. 99). Her musculoskeletal examination showed no joint swelling or pain and no myalgia, and her neurological exam showed no seizures or syncope, no paresthesias, tremor or weakness, no headache or confusion. (APA p. 100). Claimant's neurological exam further showed she was alert and oriented, had normal gait, her cranial nerves were grossly intact, she had no obvious motor or sensory deficits, and her deep tendon reflexes normal and symmetric. (APA p. 101).

POST-INJURY RECORDS

Claimant was seen at the McLeod ER on December 21, 2007, the date of her injury, with moderate pain and redness in her right eye. (APA p. 9). She was diagnosed with a right orbital contusion and subconjunctival hematoma. (APA p. 10). On January 3, 2008, Claimant followed up with Dr. Elizabeth Perry at Signature Healthcare. Dr. Perry noted that Claimant had an impressive contusion to her right eye and orbit. (APA p. 11). Dr. Perry also noted Claimant's complaints of right neck pain and her shoulder area hurting some since Claimant's fall a few weeks prior to her visit. (APA p. 13). Claimant presented to Dr. Perry again on March 3, 2008, with continued complaints of right shoulder pain resulting from her fall at work. (APA p. 16). Dr. Perry noted that Claimant had limited ability to raise her right arm above 90 degrees either anteriorly or laterally. (APA p. 17). Dr. Perry ordered an MRI and gave Claimant an orthopaedic referral. *Id.* Dr. Perry also did a plain film of the right shoulder which showed, in part, "suggestion of decreased acromiohumeral distance, suggesting thinning or possible disruption of the rotator cuff. Chronic degenerative subcortical cysts of the right humeral head are present. No acute fracture or evidence of dislocation is present." (APA p. 18).

On April 2, 2008, Claimant presented to Dr. Roy Majors, an orthopedist at OrthoCarolina, with complaints of right shoulder pain, arm pain, and numbness in her arm. (APA p. 19). A radiograph of Claimant's cervical spine revealed marked degenerative disease in Claimant's lower cervical region. *Id.* The radiograph did not show recurrence of bony pathology, but it did show narrowing of the subacromial space consistent with a rotator cuff tear, probably large. *Id.* Dr. Majors planned to set up a neck and shoulder MRI for Claimant. (APA p. 20). Claimant returned to Dr. Majors on April 9, 2008, with complaints of neck pain,

right shoulder pain, low back pain and bilateral leg pain with difficulty walking. (APA p. 21). Dr. Majors diagnosed Claimant with a massive recurrent right shoulder rotator cuff tear; severe neck degenerative disease; possible degenerative disease and spinal claudication, lower extremities. *Id.* Dr. Majors opined that he did not think Claimant was a surgical candidate for any type of soft tissue reconstruction as he doubted there was any significant cuff to repair. (APA p. 22). Dr. Majors stated that an arthroscopic debridement might be warranted if Claimant failed to improve with an injection and physical therapy. Dr. Majors noted that Claimant had significant other problems as well as her problems in her neck and back, and he indicated that she needed to be evaluated by the spine center. *Id.* On April 18, 2008, Claimant was seen by Dr. Michael Long of OrthoCarolina. Claimant presented with complaints of neck pain, bilateral arm pain, numbness, tingling and balance issues which had significantly worsened over the past month, increased neck pain for approximately three months, and ongoing problems with gait and balance. (APA p. 23). Dr. Long's review of the MRI showed degenerative disk changes from C3 all the way to C7, with cord compression from C3-4 and C4-5 primarily and fairly impressive on the MRI. (APA p. 24). Dr. Long referred Claimant for a spine center evaluation with Dr. Alden Milam in OrthoCarolina's Lake Norman office. *Id.* Claimant presented to Dr. Milam on April 21, 2008. (APA p. 25). Claimant complained of a constant, burning pain in her right arm which was occasionally sharp and aching; weakness in her right shoulder and biceps; weakness in her right hand; difficulty with fine motor motions; pain that wakened her from sleep; numbness and tingling into both of her hands; numbness and tingling into both feet as well as her low back; pain in her neck going into her right shoulder and also radiating across her left trapezius and also radiating down her right arm as well in a non-

dermatomal pattern in her right arm. *Id.* From Claimant's examination and review of the films, Dr. Milam's impression was: cervical spondylotic myelopathy with probable cord injury; multilevel cervical stenosis C2-3 down to C6-7; right greater than left C6 and C7 foraminal stenosis; left greater than right C4 and C5 foraminal stenosis; right C5 nerve root palsy; massive right rotator cuff tear probably asymptomatic and not likely the source of Claimant's weakness; anterolisthesis of C2 on 3, C3 on C4 and C4 on C5 which was somewhat dynamic of approximately 1 to 2 mm at each level (APA p. 27). Dr. Milam's plan was to repeat the MRI and see Claimant back following the MRI to discuss a laminoplasty versus laminectomy and fusion with a high level approach. *Id.* Claimant returned to Dr. Milam on May 1, 2008. Dr. Milam noted the MRI showed a myelomalacia with core edema seen from C2 down to C5, multi-level severe degenerative disk disease throughout the cervical spine, anterolisthesis at C2-C3, C3-C4 and C4-C5, severe foraminal stenosis throughout the cervical spine right greater than left at C4 and C5, symmetrically severe at C6 and C7 as well as left C8, disk protrusion/herniation in the right at C3-C4 with hemicord flattening as well as foraminal narrowing and also at C4-C5 a similar disk protrusion with hemicord flattening. (APA p. 33). Dr. Milam's impressions were cervical spondylosis with myelopathy and evidence of myelomalacia on MRI; multi-level central stenosis at C2-C3 down to C6-C7; right greater than the left C4 and C5 foraminal stenosis on her most recent MRI; bilateral symmetrical C6 and C7 foraminal stenosis which was severe; moderate to severe left C8 foraminal stenosis; right C5 nerve root palsy with right foot drop; massive right rotator cuff tear; anterolisthesis of C2 on C3, C3 on C4 and C4 on C5 which had only a slight amount of dynamic, maybe 1 to 2 millimeters at each level. *Id.* Dr. Milam's plan was to get an MRI with gadolinium (as he had previously ordered). He noted that Claimant was

having a very rapid worsening of her symptoms including a spinal cord compression and that they needed to move forward quickly with surgical decompression. *Id.*

On May 7, 2008, Dr. Milam performed a right opening laminoplasty, C4-C7 with reconstruction of posterior bony elements using nonsegmental fixation devices; bilateral C2 hemilaminotomy with bilateral C3 foraminotomies and a bilateral C3 laminectomy with right C4 foraminotomy; left C8 foraminotomy; bilateral C5, bilateral C6 and bilateral C7 foraminotomies; tongs application removal; transcutaneous motor evoked potentials, EMGs and somatosensory evoked potentials bilateral upper and lower extremities. (APA pp. 35, 36).

Claimant was admitted to Carolina Rehabilitation for a comprehensive rehabilitation program on May 13, 2008, following her surgical discharge. (APA p. 211). She was discharged from Carolina Rehabilitation on May 31, 2008. *Id.*

Dr. Milam noted in his June 5, 2008, office note that Claimant was dramatically better compared to preop, however she still had evidence of spinal cord injury and myelopathy and she still had right C5 nerve root palsy, but the right foot drop had resolved; her spondylolisthesis was no worse than prior to her surgery, and she had a reduction in the spondylolisthesis at 2-3 and 3-4, with her spondylolisthesis at C4-5 and other levels stable; massive right rotator cuff tear. (APA p. 44a). Claimant presented to Dr. Milam for further follow up on July 3, 2008. His impressions were status post laminoplasty and that Claimant had made dramatic improvement, she continued to have evidence of her spinal cord injury and myelopathy, and her right foot drop was much improved; Claimant had new onset of left lower extremity sciatica including left leg pain and a sensation of her left leg giving way secondary to slipping and twisting in the pool while trying to rehab from her injury; massive right rotator cuff tear; stable cervical spondylolisthesis at

C2-3 and C3-4 and C4-5; Dr. Milam indicated that her left lower extremity sciatica was an aggravation of an underlying preexisting condition that occurred as a result of an injury in her recovery process (APA p. 44e). Claimant was to continue with the physical therapy program for the shoulder. Claimant was out of work, and Dr. Milam indicated that he was not sure that Claimant would be able to return to work due to the amount of disability that she had in her right leg and hand (APA p. 44f). Claimant returned to Dr. Majors on July 30, 2008 with chief complaints of left shoulder pain and right shoulder weakness. (APA p. 44g). Claimant's x-rays showed sub-AC spurring. *Id.* Dr. Majors noted Claimant was status post cuff repair, right shoulder, with recurrent massive tear, improved with therapy and diagnosed Claimant with subacromial impingement with possible cuff tearing in her left shoulder. *Id.* He planned to schedule an MRI to investigate an early left rotator cuff tear. (APA p. 44h).

Claimant presented to Alan D. Hartley, D.C. of Lake Wylie Family Chiropractic on July 11, 2008, to investigate right shoulder rehabilitation. Claimant indicated she was having trouble traveling to Charlotte for physical therapy, and she felt she was not making much progress. (APA p. 95). Dr. Hartley did not expect substantive improvements in the supraspinatus tear and consequently abduction range of motion. (APA p. 96). Dr. Hartley also noted he did expect other aspects of her shoulder to improve such that she will be able to use it more consistent and for a wider variety of activities. *Id.* Dr. Hartley's goal was to attain an impairment rating of shoulder function below 15%. *Id.*

FINDINGS OF FACT

Pursuant to S.C. Code Ann. § 42-3-20 (1976 and Supp. 2007), the undersigned Commissioner finds the following facts based upon a preponderance of the evidence, the parties' stipulations, the witnesses' testimony, and the APA submissions:

1. The parties to the proceedings are subject to and bound by the provisions of the South Carolina Workers' Compensation Act.
2. Claimant's average weekly wage is two thousand five hundred and 34/100 dollars (\$2,587.34) and upon stipulation of the parties, Claimant's compensation rate is six hundred forty-five and 94/100 dollars (\$645.94) pursuant to S.C. Code Ann. § 42-9-10.
3. Claimant injured her cervical and lumbar spine, right shoulder, both arms and hands, both hips and legs in a distinct accident arising out of and in the course and scope of employment on December 21, 2007. Additionally, Claimant suffered a spinal cord injury, specifically, myelomalacia, which explains the gradual onset of her symptoms. The incident was not idiopathic in nature. Claimant was preparing to anesthetize a patient and was walking around the patient's bed when her foot became caught on something and she fell. Although Claimant does not know the exact item she tripped over, her shoe was still at the head of the bed when Claimant tried to stand up after her fall. (Hearing Tr. pp. 38-39, 61-72, 120-121; APA pp. 1, 9, 11, 13, 16, 21, 25, 33, 36, 40, 44d, 44e, 98, 200)
4. Staff Care functions as a broker in this case and matched Claimant with McLeod. In effect, Claimant was lent to McLeod as Claimant actually worked for McLeod.

(Hearing Tr. pp. 107-117; Claimant's Exhibits pp. 55-68; McLeod's Exhibits pp. 137, 145, 147, 149)

5. Under the "borrowed servant" doctrine, when a general employer lends an employee to a special employer, that special employer is liable for workers' compensation if: (1) there is a contract of hire between the employee and the special employer; (2) the work being done by the employee is essentially that of the special employer; and (3) the special employer has the right to control the details of the employee's work. In the case *sub judice*, Staff Care is the general employer and McLeod is the special employer.
6. There is a contract, even if it is implied, between Claimant and McLeod. (McLeod's Exhibits p. 126; Staff Care's Exhibits pp. 218-222, 236-240). Claimant provided C.R.N.A. services for McLeod in exchange for compensation from McLeod.
7. Claimant was contracted to provide specific health care services as a nurse anesthetist and McLeod is a general healthcare provider with nurse anesthetists on staff. (Hearing Tr. p. 140; Staff Care's Exhibits pp. 217, 247-251; Claimant's Exhibits p. 55). Staff Care is staffing agency in which Staff Care provides individual healthcare providers with healthcare organizations. (Staff Care's Exhibits p. 204).
8. McLeod had the right to control the details of Claimant's work. Claimant did not have control over which patients she would anesthetize or in which order to anesthetize the patients as she received her assignments from her supervisor Keith Torgersen, McLeod's Chief C.R.N.A.. (Hearing Tr. pp. 51, 116, 117, 150;

Claimant's deposition pp. 22, 23, 28). Additionally, Claimant was required to report to Mr. Torgersen, or the head C.R.N.A. on duty when she reported to work. Mr. Torgersen also had to sign her time sheet for submission to Staff Care. (Hearing Tr. p. 51, 59, 60, 159; Claimant's deposition pp. 22, 23, 94). Claimant was required to administer anesthesia "within the standards of anesthesia care for the [McLeod Regional Medical Center Anesthesia] department" and manage a patient's care after the surgical procedure "as deemed appropriate by the [McLeod Regional Medical Center] anesthesia/surgeon team." (Staff Care exhibits pp. 217, 222, 236, 239). Claimant was required to provide instruction and education for McLeod's student nurse anesthetists and supervise the students' interaction with patients. (Staff Care exhibits p. 238). Claimant was required to "attend at least 50% of [McLeod's] departmental staff & information meetings." (Staff Care exhibits p. 240). Claimant also had a definite work schedule and was required to be at work and start her employment with McLeod by 9:00 a.m. each day that she was scheduled to work. (Hearing Tr. p. 51; Claimant's deposition p. 26). Claimant was also required by McLeod to sign a statement acknowledging that she understood her job description at McLeod and that she was required to report to the chief nurse anesthetist and the medical director of the O.R.. (Staff Care's Exhibits pp. 217-218). Additionally, Claimant was required to comply with McLeod's dress code policy, McLeod's "Corporate Integrity Program," confidentiality policy, parking policy, and wear a McLeod

Regional Medical Center name tag. (Staff Care Exhibits pp. 217-222, Claimant's deposition p. 21).

9. Notwithstanding Claimant's status as a borrowed servant, McLeod and Claimant also satisfied the test of an employer/employee relationship as described in South Carolina statutory and case law. Claimant was not an independent contractor because in addition to the right of control, McLeod also furnished Claimant equipment, had the right to fire Claimant, and ultimately paid Claimant's wages.
10. McLeod agreed to provide and maintain the usual and customary equipment needed by Claimant. (Claimant's exhibits p. 56). Specifically, McLeod provided Claimant the following equipment to perform her job duties: the anesthesia machine, the monitoring equipment, blood-pressure cuffs, pulse oximeters, and thermometers. (Hearing Tr. p. 53). Claimant testified that any type of machines or equipment that she needed were provided by McLeod and that no equipment was provided by Staff Care. (Hearing Tr. pp 53-54). There is no indication in any of the exhibits, deposition, or hearing testimony that Claimant was required to bring her own anesthetics, needles, syringes, tourniquets, inhalation anesthetic masks, inhalation anesthetics containers, tubing, rubber gloves, or other instruments required to perform her duties as a nurse anesthetist, as all of these materials were supplied by McLeod. (Claimant's exhibits p. 56). Claimant was specifically informed by McLeod that she did not need to bring her own stethoscope, drape clamps, laryngoscopes and blades. (Hearing Tr. p. 90).

McLeod provided Claimant with scrub suits and McLeod also had disposable paper hats and paper booties available if needed. (Hearing Tr. pp. 52-53).

11. McLeod had the right to fire Claimant if they did not find her services to be appropriate. (Claimant's Exhibits p. 57). According to the Agreement for Locum Tenens Coverage, McLeod had 48 hours in which to notify Staff Care of its intention to accept Claimant's services after Claimant presented to McLeod. (Claimant's Exhibits p. 55). McLeod ultimately fired Claimant on December 28, 2007. (Hearing Tr. pp. 47-48, 159, 160).
12. McLeod was ultimately responsible for paying Claimant. McLeod either had to provide Claimant with housing, local transportation, en route lodging, and reasonable transportation costs to and from McLeod, or McLeod could directly reimburse Staff Care for these items. (McLeod's Exhibits pp. 151-194; Claimant's Exhibits p. 56). Claimant was insured by Staff Care with the malpractice coverage being passed through to McLeod. (McLeod's Exhibits pp. 97). Although McLeod did not directly pay Claimant, McLeod was ultimately responsible for payment of Claimant's salary and expenses per the terms of the Agreement for Locum Tenens Coverage which states "[McLeod] shall provide or directly reimburse [Claimant] through [Staff Care] for cost of housing outside [McLeod's] facility, local transportation, en route lodging, en route meals, and reasonable transportation costs to and from [McLeod's] location." (Staff Care exhibits p. 196; McLeod's exhibits pp. 151-194). The Agreement further states "[McLeod] shall bill for, collect and retain all professional fees generated by services

rendered by [Claimant]." (Staff Care exhibits p. 196). Claimant assumed almost none of the expense to work as a certified registered nurse anesthetist.

13. Claimant never met with any member of Staff Care. (Hearing Tr. p. 108).
14. McLeod Regional Medical Center is self-insured.
15. Claimant had well known and documented pre-existing lumbar surgeries in the 1980s, in approximately 1995 and in approximately 1996. (Hearing Tr. p. 69; APA p. 23). Claimant also had pre-existing right shoulder problems. (Hearing Tr. pp. 64-65; APA pp. 19, 23)
16. Claimant has not reached maximum medical improvement and Defendant McLeod is to pay temporary total benefits from January 1, 2008, and continuing until further Order of the Commission. (APA pp. 27, 30, 44b, 44f)
17. Claimant received reasonable and necessary medical treatment for her December 21, 2007, work accident and Defendant McLeod is to pay for all past and future causally-related medical treatment from December 21, 2007, and continuing until further Order of the Commission, specifically including, but not limited to, the treatment evidenced in the APA submissions and Claimant exhibits 1-17. (APA pp. 11, 36, 41, 44e, 44f).
18. Defendant McLeod is to pay Claimant temporary total disability benefits from January 1, 2008, and continuing until further Order of the Commission. (Hearing Tr. 49-50; pp. APA pp. 27, 30, 44b, 44f).

CONCLUSIONS OF LAW

Accordingly, as provided by S.C. Code Ann. § 42-17-40 (1976 and Supp. 2007), it is the determination, finding, and ruling of this commissioner:

1. At the time of the accident, Claimant and Employer McLeod were covered parties under the provisions of the South Carolina Workers' Compensation Act. See S.C. Code Ann. §§ 42-1-130, 42-1-140, 42-1-400 (1976 & Supp. 2007).
2. Claimant's compensation rate has been calculated correctly at the maximum rate of six hundred forty-five and 94/100 dollars (\$645.94) under S.C. Code Ann. §§ 42-1-40 42-1-50, 42-9-10 (1976 & Supp. 2007).
3. Claimant sustained an injury by accident to her cervical and lumbar spine, right shoulder, both arms and hands, both hips and legs in a distinct accident while in the course of her employment with Employer McLeod under S.C. Code Ann. §42-1-160 (1976 & Supp. 2007). See also *Mullinax v. Winn-Dixie Stores, Inc.*, 318 S.C. 431, 458 S.E.2d 76 (1995) (stating that a "work-related accident that aggravates or accelerates a pre-existing condition, infirmity, or disease" is compensable.); *Brown v. R.L. Jordan Oil Co.*, 291 S.C. 272, 353 S.E.2d 280 (1987) (holding that it is not a defense that the accident by itself would not have caused claimant's condition because an "employer takes the employee as it finds him or her");
4. Under the borrowed servant doctrine the "special employer" is liable for workers' compensation benefits when the "general employer" lends an employee

to a special employer if: (1) there is a contract of hire between the employee and the special employer; (2) the work being done by the employee is essentially that of the special employer; and (3) the special employer has the right to control the details of the employee's work. Claimant was a borrowed servant engaged in work for McLeod at the time of her injury by accident, therefore rendering McLeod liable pursuant to S.C. Code Ann. § 42-1-400. See *Cooke v. Palmetto Health Alliance*, 367 S.C. 167, 624 S.E.2d 439 (Ct. App. 2005) (setting forth the elements of the "borrowed servant" doctrine); See also *Eaddy v. A.J. Metler Hauling and Rigging Co.*, 284 S.C. 270, 325 S.E.2d 581 (Ct. App. 1985) (setting forth the factors for determining when a special employer has a right to control the details of the employee's work); See also *DeBerry v. Coker Freight Lines*, 234 S.C. 304, 108 S.E.2d 114 (1959) (citing Larson for the elements of lent employee doctrine).

5. Claimant and McLeod had an implied contract for hire. See *Kirksey v. Assurance Tire Co.*, 311 S.C. 255, 428 S.E.2d 721 (Ct. App. 1993) ("The term 'contract of hire' connotes payment of some kind." citing to *McCreery v. Covenant Presbyterian Church*, 299 S.C. 218, 223, 383 S.E.2d 264, 266 (Ct.App.1989), *rev'd on other grounds*, 303 S.C. 271, 400 S.E.2d 130 (1990); See also 1B LARSON, *supra*, § 47.41, at 8-346); See also 3 Arthur Larson & Lex K. Larson, *Larson's Workers' Compensation Law*, § 67.06, at 67-17 (2003) ("The element of who pays the employee shrinks into comparative insignificance in lent-employee problems,

because the net result is almost invariably that the special employer ultimately pays for the services received and the employee ultimately gets paid.").

6. Claimant was an employee of McLeod under S.C. Code Ann. §§ 42-1-130 and 42-1-140. See *Young v. Warr*, 252 S.C. 179, 189, 165 S.E.2d 797, 802 (1969) (holding an "independent contractor" is one who, "contracts to do a piece of work according to his own methods, without being subject to the control of his employer **except as to the result of his work** ... [W]here one who performs work for another represents the will of that other, not only as to the result, but also as to the means by which the result is accomplished, he is not an independent contractor but an agent.") (emphasis added); Accord *Nelson v. Yellow Cab Company*, 349 S.C. 589, 564 S.E.2d 110 (2002); *Dawkins v. Jordan*, 341 S.C. 434, 534 S.E.2d 700 (2000); citing to 2 Arthur Larson & Lex K. Larson, *Larson's Workers' Compensation Law*, § 61.04 (2000) (noting there are four elements which determine the right of control: (1) direct evidence of the right or exercise of control; (2) furnishing of equipment; (3) right to fire; and (4) method of payment; for the most part, any single factor is not merely indicative of, but, in practice, virtually proof of, the employment relation, while in the opposite direction, contrary evidence is as to any one factor at best only mildly persuasive evidence of contractorship, and sometimes is of almost no such force at all).
7. Claimant has not reached maximum medical improvement. See *O'Banner v. Westinghouse Elec. Corp.*, 319 S.C. 24, 459 S.E.2d 324 (Ct. App. 1995), ("Maximum medical improvement is a term used to indicate that a person has

reached such a plateau that in the physician's opinion there is no further medical care or treatment which will lessen the degree of impairment.")

8. Defendant McLeod is responsible for payment of all past and future medical bills causally related to Claimant's accident. See S.C. Code Ann. § 42-15-60 (1976 & Supp. 2007).
9. Defendant McLeod shall provide ongoing medical treatment and/or medications that will tend to lessen Claimant's period of disability under S.C. Code Ann. § 42-15-60 (1976 & Supp. 2007). See also *Dodge v. Bruccoli, Clark, Layman, Inc.*, 334 S.C. 574, 514 S.E.2d 593 (Ct.App. 1999) (An employer may be liable for a workers' compensation claimant's future medical treatment if it tends to lessen the claimant's period of disability despite the fact the claimant has reached maximum medical improvement).
10. Defendant McLeod shall pay temporary total disability benefits from January 1, 2008, and continuing until further Order of the Commission or agreement of the parties at a weekly compensation rate of \$645.94. See S.C. Ann. § 42-9-10 (1976 and Supp. 2007).

AWARD

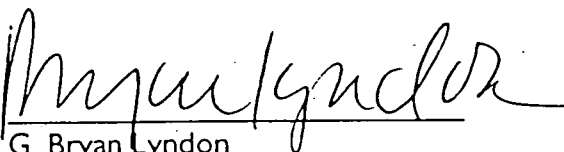
It is, therefore, ordered:

1. Defendant McLeod shall pay all past and future causally-related medical treatment until further Order of the Commission.
2. Defendant McLeod shall pay temporary total disability benefits from January 1, 2008, and continuing until further Order of the Commission.

And it is so ordered.

SOUTH CAROLINA WORKERS'
COMPENSATION COMMISSION

By:



G. Bryan Lyndon
Commissioner

Date:

12/1/08

CERTIFICATE OF SERVICE

This is to certify that the undersigned has this date served this order in the above entitled action upon all parties to this cause by depositing a copy hereof, postage paid, in the United States mail addressed to the attorney or attorneys for said parties.

This 3rd day of December, 2008.

By Danara Morris

Administrative Assistant to the Commissioner

MMB

WHB

CGH



Claimant's Name: Mildred H. Shatto SSN:

Address:

Lake Wylie, SC 29710

City: State: Zip:

Home Phone: 803-631-5711

Work Phone:

Date of Injury: December 21, 2007

Preparer's Name: Walter H. Barefoot

Law Firm: Turner Padgett Graham & Laney P.A.

Preparer's Phone #: 843-656-4414

Employer's Name: McLeod Health

Address: 555 East Cheves Street

Florence, SC 29501

City: State: Zip:

Insurance Carrier: McLeod Health/Key Risk Management

Date of Injury or Illness: December 21, 2007

Complete each information blank. Specify clearly when contentions are admitted in part and denied in part. The employer/carrier in answer to the claim, respectfully shows:

1. It is ***denied** the employee sustained an injury or illness on or about the date set forth in the Form 50. The reasons for denial are:
*Admitted Claimant had a fall on 12/21/2007. Defendants are still investigating whether she had an injury and, if so, whether she has injuries to the numerous body parts listed on her Form 50.
2. It is **admitted** both the employer and employee were subject to the Workers' Compensation Act at the time in question. The reasons for denial are:
3. It is **denied** the relationship of employer and employee existed at the time in question. The reasons for denial are:
Appears Claimant was working at McLeod through a service providing medical professionals to McLeod.
4. It is **denied** at the time in question the employee was performing services arising out of and in the course of employment. The reasons for denial are:
Defendants are still investigating whether Claimant's fall "arose out of" any employment.
5. It is **denied** notice of injury was given the employer. The reasons for denial are:
Appears no notice given until 4/15/2008.
6. It is **denied** the employee needs/is entitled to medical care as a result of injury or illness. The reasons for denial are:
Still investigating. Form 50 indicates Claimant has pursued treatment out of state.
7. It is **denied** the employee is entitled to temporary total disability for the period(s) of :
8. It is **denied** the employee is permanently disabled. The reasons for denial are:
No indication of such at this time.
9. It is **denied** the employee has serious disfigurement.
10. It is contended that an average weekly wage of \$ **Form 20 follow** applies, according to attached Form 20 as provided by law.
11. Further contentions, grounds of defense, or unusual aspects are:
§42-15-20
12. Estimated time needed for hearing: **1 hour**

I certify I have served this document pursuant to R.67-212 by delivering a copy to:

Name: Margaret Miles Bluestein, Esquire

Address: 1614 Taylor St. (29201), Columbia SC 29202

on the 12th day of June, 2008 by ☒ first class mail ☐ personal service ☐ certified mail.

I verify the contents of this form are accurate and true to the best of my knowledge.

Walter H. Barefoot
Preparer's Signature

Attorney for Employer / Carrier
Title

WBarefoot@TurnerPadgett.com
Email

SCWCC
6/12/08
Date

JUN 13 2008

JUDICIAL

Refer to R.67-204 through R.67-210 and R.67-601 through R.67-615. Questions about the use of this form may be directed to the Commission's Judicial Department. Pursuant to R.67-606, a Form 20 must be filed with the Claims Department at least 30 days from the date of filing this form.



Claimant's Name: Mildred H. Shatto SSN:

Address:

Lake Wylie, SC 29710

City: State: Zip:

Home Phone: 803-631-5711 Work Phone:

Date of Injury: December 21, 2007

Preparer's Name: Walter H. Barefoot Law Firm: Turner Padgett Graham & Laney P.A. Preparer's Phone #: 843-656-4414

Employer's Name: McLeod Health

Address: 555 East Cheves Street

Florence, SC 29501

City: State: Zip:

Insurance Carrier: McLeod Health/Key Risk Management

Date of Injury or Illness: December 21, 2007

Complete each information blank. Specify clearly when contentions are admitted in part and denied in part. The employer/carrier in answer to the claim, respectfully shows:

1. It is ***denied** the employee sustained an injury or illness on or about the date set forth in the Form 50. The reasons for denial are:
*Admitted Claimant had a fall on 12/21/2007. Defendants are still investigating whether she had an injury and, if so, injuries to the numerous body parts listed on her Form 50.
2. It is **admitted** both the employer and employee were subject to the Workers' Compensation Act at the time in question. The reasons for denial are:
3. It is **admitted** the relationship of employer and employee existed at the time in question. The reasons for denial are:
4. It is **denied** at the time in question the employee was performing services arising out of and in the course of employment. The reasons for denial are:
Defendants are still investigating whether Claimant's fall "arose out of" her employment.
5. It is **denied** notice of injury was given the employer. The reasons for denial are:
Appears no notice given until 4/15/2008.
6. It is **denied** the employee needs/is entitled to medical care as a result of injury or illness. The reasons for denial are:
Still investigating. Form 50 indicates Claimant has pursued treatment out of state.
7. It is **denied** the employee is entitled to temporary total disability for the period(s) of :
8. It is **denied** the employee is permanently disabled. The reasons for denial are:
No indication of such at this time.
9. It is **denied** the employee has serious disfigurement.
10. It is contended that an average weekly wage of \$ **Form 20 follow** applies, according to attached Form 20 as provided by law.
11. Further contentions, grounds of defense, or unusual aspects are:
§42-15-20
12. Estimated time needed for hearing: **1 hour**

MAY 30 2008

OFFICIAL

I certify I have served this document pursuant to R.67-212 by delivering a copy to:

Name: Margaret Miles Bluestein, Esquire

Address: 1614 Taylor St. (29201), Columbia SC 29202

on the 29th day of May, 2008 by ☒ first class mail ☐ personal service ☐ certified mail.

I verify the contents of this form are accurate and true to the best of my knowledge.

Walter H. Barefoot

Preparer's Signature

Attorney for Employer / Carrier
Title

WBarefoot@TurnerPadgett.com
Email

5/29/08
Date

Refer to R.67-204 through R.67-210 and R.67-601 through R.67-615. Questions about the use of this form may be directed to the Commission's Judicial Department. Pursuant to R.67-606, a Form 20 must be filed with the Claims Department at least 30 days from the date of filing this form.

South Carolina Workers' Compensation Commission

P.O. Box 1715 • 1612 Marion Street
Columbia, South Carolina 29202-1715
(803) 737-5700

WCC File # _____
Carrier File # 026-CB-A7L1702H
Carrier Code # _____
Employer FEIN _____

Mildred Shatto Claimant's Name	888-88-8888 Cell	Amn Healthcare Employer's Name
Address	City	State
Zip	City	State
(803) 631-5711 Home Phone	Work Phone	12400 High Bluff Drive, San Diego, CA 92130 Address
		City
		State
		Zip
		Travelers Insurance Company Insurance Carrier
	Candace G. Hindersman Preparer's Name	(803) 227-2888 Phone #

Complete each information blank. Specify clearly when contentions are admitted in part and denied in part.
The employer-insurance carrier in answer to the claim, respectfully shows:

1. It is (admitted) (denied) that the employee sustained an injury on or about the date set forth in the application. The reasons for denial are: Defendants deny the claimant sustained an injury by accident arising out of and in the course of employment, pending investigation.
2. It is (admitted) (denied) that both the employer and employee were subject to the Workers' Compensation Act at the time in question. The reasons for denial are: See No. 1
3. It is (admitted) (denied) that the relationship of employer and employee existed at the time in question. The reasons for denial are: See No. 1
4. It is (admitted) (denied) that at the time in question the employee was performing services arising out of and in the course of employment. The reasons for denial are: See No. 1
5. It is (admitted) (denied) that notice of injury was given the employer. The reasons for denial are: See No. 1
6. It is (admitted) (denied) that the employee needs or is entitled to additional medical care as a result of injury. The reasons for denial are: See No. 1
7. It is (admitted) (denied) that the employee is entitled to temporary total disability for the period(s) of: _____
8. It is (admitted) (denied) that the employee is permanently disabled. The reasons for denial are: See No. 1. Also, No evidence of such.
9. It is (admitted) (denied) that the employee has a serious disfigurement.
10. It is contended that an average weekly wage of \$ [To Be Provided] applies, according to attached accounting of employee's earnings as provided by law.
11. Further contentions or grounds of defense are: Defendants reserve the right to amend and to assert defenses as they become aware of them.

I certify that I have served this document pursuant to R.67-212 by delivering a copy to Margaret Miles Bluestein, Esquire,
Name

1634 Taylor St., P.O. Box 7965, Columbia, SC 29202 and Virginia Crocker, Judicial Director, SC WCC, P.O. Box 1715,
Columbia, SC 29202

Address

on the 20th day of May, 2008 by ☒ first class mail; ☐ personal service; ☐ certified mail.

I verify the contents of this form are accurate and true to the best of my knowledge.

Candace G. Hindersman
Preparer's Signature, Attorney for Defendants
Candace G. Hindersman
Willson Jones Carter & Baxley, P.A.
4500 Fort Jackson Boulevard
Columbia, SC 29209

Nancy A. Smart
Nancy A. Smart, Certifier

May 20, 2008
Date

Refer to R.67-205 and R.67-601 through R.67-615. Questions about the use of this form may be directed to the Commission's Judicial Department.
Pursuant to R.67-606, a Form 20 must be filed with the Claims Department at least 30 days from the date of filing this form.

South Carolina Workers' Compensation Commission
 Marion Street • P.O. Box 1715-1612
 Columbia, South Carolina 29202-1715
 (803) 737-5700
 WWW.WCC.SC.GOV



WCC File #: Unknown
 Carrier File #:
 Carrier Code #:
 Employer FEIN:

MAY 05 2008 10

Claimant's Name: Mildred Shatto Employer's Name: McLeod Regional Medical Center
 Address: _____ Address: 555 East Cheves Street
 City: Lake Wylie State: SC Zip: 29710 City: Florence State: SC Zip: 29501
 Home Phone: (803) 631-5711 Work Phone: _____ Insurance Carrier: Self-Insured
 Preparer's Name: Margaret M. Bluestein Law Firm: Bluestein, Nichols, Thompson & Delgado Preparer's Phone #: (803) 779-7599

Complete each information blank. To request a hearing, check box 13b., indicate the kinds of benefits claimed by checking the box(es) at lines 6, 7, 8, and 9, and file this form in duplicate.

A claim for workers' compensation benefits is made based on the following grounds:

1a. The claimant sustained an accidental injury to face, right eye, nose, right hand, right arm, right shoulder, neck, back, right hip, right knee, numbness in face, numbness in right hand. on 12-21-07

 part of body injured month/day/year

in Florence County, State of South Carolina

1b. Describe briefly how the accident occurred: Ms. Shatto fell while assisting with the move of a patient which resulted in her multiple injuries.

2. Both the claimant and the employer were subject to the South Carolina Workers' Compensation Act at the time of injury.

3. The relationship of employer and employee existed at the time of injury.

4. At the time of injury the claimant was performing services arising out of and in the course of employment.

5. Notice of the accidental injury was given to the employer on 12-21-07 in the following manner:

Ms. Shatto was treated in the McLeod Regional Medical month/day/year

Center emergency department for the injuries she sustained
and therefore McLeod was on notice of her injury.

[X] 6. Due to injury, the claimant is in need of (check one):

[] (a) medical examination and treatment for:

[X] (b) additional medical examination and treatment face, right eye, nose, right hand, right arm, right shoulder, neck, back, right hip, right knee, numbness in face, numbness in right hand.

[X] 7. Due to injury, the claimant requests temporary total disability benefits because of lost compensable time from work and wages for the period of:

December 29, 2007, up to and through the present.

[] 8. Due to injury, the claimant has permanent disability of the following nature and extent: (check one)

[] (1) General Disability: [] Total [] (2) Specific Disability: [] Total
 (3) Wage Loss [] Partial [] Partial

Body part(s) affected are: _____

[] 9. Due to injury, the claimant has a serious bodily disfigurement consisting of: _____

10a. At the time of injury, the claimant was paid weekly wages of: Form 20 requested and demands accounting of days worked and wages earned as provided by law.

10b. Give names and addresses of all employers for whom the claimant has worked since the date of accident: Staff Care, Florence, SC; McLeod Regional Medical Center, Florence, SC.

11a. Further grounds or unusual aspect of claim: _____

11b. List the names and addresses of all physicians or other medical specialists who have seen or treated the claimant as a result of the accident: McLeod Regional Medical Center, Florence, SC; Dr. Elizabeth Perry, Charlotte, NC; Dr. Roy Malors, Charlotte, NC; Dr. Mallin, Charlotte, NC; and Physical Therapy of North Carolina, Durham, NC.

11c. To the best of your knowledge, did you have any prior permanent disability: No.

If yes, describe: _____

12. Appropriate benefits as provided in the Act for the above grounds and other relief as the Workers' Compensation Commission may direct as just and proper.

[] 13a. I am filing a claim. I am not requesting a hearing at this time.

[X] 13b. I am requesting a hearing. A \$25 fee is required.

14. Estimated time needed for hearing: 2 hours

I verify the contents of this form are accurate and true to the best of my knowledge.

Margaret M. Bluestein Attorney mbluestein@bntdlaw.com 04-30-08
 Preparer's Signature Title Email Date

Refer to R.67-205, R.67-206, R.67-207, and R.67-601-R.67-615. Questions about the use of this form may be directed to the Commission's Claims Department.

WCC Form #50 Rev. Date 9/07

South Carolina Workers' Compensation Commission

Marion Street • P.O. Box 1715-1612
Columbia, South Carolina 29202-1715
(803) 737-5700

www.wcc.sc.gov



WCC File #: 04088320

Carrier File #:

Carrier Code #:

Employer FEIN:

AMENDED

Claimant's Name: Mildred Shatto Employer's Name: McLeod Regional Medical Center
Address: _____ Address: 555 East Cheves Street
City: Lake Wylie State: SC Zip: 29710 City: Florence State: SC Zip: 29501
Home Phone: (803) 631-5711 Work Phone: _____ Insurance Carrier: Self-Insured
Preparer's Name: Margaret M. Bluestein Law Firm: Bluestein, Nichols, Thompson & Delgado Preparer's Phone #: (803) 779-7599

Complete each information blank. To request a hearing, check box 13b., indicate the kinds of benefits claimed by checking the box(es) at lines 6, 7, 8, and 9, and file this form in duplicate.

A claim for workers' compensation benefits is made based on the following grounds:

- 1a. The claimant sustained an accidental injury to face, right eye, nose, right hand, right arm, right shoulder, neck, back, right hip, right knee, numbness in face, numbness in right hand. on 12-21-07
part of body injured _____ month/day/year
in Florence County, State of South Carolina
- 1b. Describe briefly how the accident occurred: Ms. Shatto fell while assisting with the move of a patient which resulted in her multiple injuries.
2. Both the claimant and the employer were subject to the South Carolina Workers' Compensation Act at the time of injury.
3. The relationship of employer and employee existed at the time of injury.
4. At the time of injury the claimant was performing services arising out of and in the course of employment.
5. Notice of the accidental injury was given to the employer on 12-21-07 in the following manner:
Ms. Shatto reported her injury to her supervisor, Keith Torgeson.
- [X] 6. Due to injury, the claimant is in need of (check one):
[] (a) medical examination and treatment for: _____
[X] (b) additional medical examination and treatment face, right eye, nose, right hand, right arm, right shoulder, neck, back, right hip, right knee, numbness in face, numbness in right hand.
- [X] 7. Due to injury, the claimant requests temporary total disability benefits because of lost compensable time from work and wages for the period of:
December 29, 2007, up to and through the present.
- [] 8. Due to injury, the claimant has permanent disability of the following nature and extent: (check one)
[] (1) General Disability: [] Total [] (2) Specific Disability: [] Total
(3) Wage Loss [] Partial [] Partial
Body part(s) affected are: _____
- [] 9. Due to injury, the claimant has a serious bodily disfigurement consisting of: _____
- 10a. At the time of injury, the claimant was paid weekly wages of: Form 20 requested and demands accounting of days worked and wages earned as provided by law.
- 10b. Give names and addresses of all employers for whom the claimant has worked since the date of accident: Staff Care, Florence, SC; McLeod Regional Medical Center, Florence, SC.
- 11a. Further grounds or unusual aspect of claim: _____
- 11b. List the names and addresses of all physicians or other medical specialists who have seen or treated the claimant as a result of the accident: McLeod Regional Medical Center, Florence, SC; Dr. Elizabeth Perry, Charlotte, NC; Dr. Roy Majors, Charlotte, NC; Dr. Malim, Charlotte, NC; and Physical Therapy of North Carolina, Durham, NC
- 11c. To the best of your knowledge, did you have any prior permanent disability: No.
If yes, describe: _____
12. Appropriate benefits as provided in the Act for the above grounds and other relief as the Workers' Compensation Commission may direct as just and proper.
- [] 13a. I am filing a claim. I am not requesting a hearing at this time.
- [X] 13b. I am requesting a hearing. A \$25 fee is required.
14. Estimated time needed for hearing: 2 hours

I verify the contents of this form are accurate and true to the best of my knowledge.

Margaret M. Bluestein Attorney mmblystein@bntdlaw.com 06-02-08
Preparer's Signature Title Email Date

Refer to R.67-205, R.67-206, R.67-207, and R.67-601-R.67-615. Questions about the use of this form may be directed to the Commission's Claims Department.

WCC Form #50 Rev. Date 9/07

South Carolina Workers' Compensation Commission
1612 Marion St.
P.O. BOX 1715
Columbia, SC 29202-1715
(803) 737-5723



WCC File #: 0724433
Carrier File #: 04088320
Carrier Code #: _____
Employer FEIN #: _____

Claimant's Name: Mildred H. Shatto SSN: _____ Employer's Name: McLeod Health (Alleged)
Address: _____ Address: 555 East Cheves Street
City: Lake Wylie State: SC Zip: 29710 City: Florence State: SC Zip: 29501
Home Phone: (803) 631-5711 Work Phone: _____ Insurance Carrier: McLeod Health/Key Risk Management
Preparer's Name: Walter H. Barefoot, Esq. Law Firm: Turner Padgett Graham & Laney P.A. Preparer's Phone #: (843) 656-4414

REQUEST FOR COMMISSION REVIEW

Request for Commission Review by ☐ claimant ☒ (Alleged) employer (check one) Date of injury: 12/21/2007 (m/d/yyyy)

The undersigned makes application for review of the findings of the Commissioner in the above-captioned case. The request for review is based on the following grounds: (State the grounds of your appeal in the form of questions presented. Each question presented must contain a concise statement of one proposition of law or fact. Refer to evidence by title and exhibit number. Use additional pages if necessary).

See Attached Grounds for Review

SCWCC

DEC 17 2008

JUDICIAL

(Check one) Oral argument ☒ is ☐ is not requested. Appellant's request for oral argument is waived if not indicated on this form.

I certify that I have served this document pursuant to R.67-211 by delivering a copy to Margaret Miles Bluestein, Esquire

Name

Bluestein, Nichols, Thompson & Delgado, LLC, P.O. Box 7965, Columbia, SC 29202 and Candace G. Hindersman, Esquire, Wilson, Jones, Carter & Baxley, P.A., 4500 Fort Jackson Blvd., Columbia, SC, 29209

Address

on the 16th day of December, 2008 by ☒ first class mail ☐ personal service ☐ certified mail.

Walter H. Barefoot
Preparer's Signature

McLeod
Attorney for Defendants
Title

12/16/2008
Date

Check this box if you are not represented by an attorney. ☐

If the claimant appeals and is representing himself or herself, the Judicial Department will prepare the additional copies of this form and serve this form on the opposing party. R.67-701B. Otherwise, file the original and four copies of this form with the Judicial Department. The appeal must be postmarked no later than 14 days from the date of service of the Hearing Commissioner's decision. R.67-701 and R.67-205. Attach the filing fee to this form. Attach a Form 32 if you are unable to pay the filing fee. Refer to R.67-701 through R.67-711 for additional information.

GROUND FOR REVIEW

1. Whether the Hearing Commissioner erred in Finding of Fact Number 1 insofar as it indicates that McLeod is bound by the provisions of the *South Carolina Workers' Compensation Act* in regards to this claim, when such a factual finding is against the greater weight and preponderance of the reliable and substantial evidence in the record?
2. Whether the Hearing Commissioner erred in the portion of Finding of Fact Number 3 indicating that the Claimant had an injury that arose out of and in the course and scope of her "employment", when such a factual finding is against the greater weight and preponderance of the reliable and substantial evidence in the record?
3. Whether the Hearing Commissioner erred in the portion of Finding of Fact Number 3 that the Claimant's incident was "not idiopathic in nature", when such a factual finding is against the greater weight and preponderance of the reliable and substantial evidence in the record?
4. Whether the Hearing Commissioner erred in Finding of Fact Number 4 that Staff Care functions as a broker in this case and matched the Claimant with McLeod, when such a factual finding is against the greater weight and preponderance of the reliable and substantial evidence in the record?
5. Whether the Hearing Commissioner erred in the portion of Finding of Fact Number 4 that the Claimant was in effect lent to McLeod since the Claimant actually worked for McLeod, when such a factual finding is against the greater weight and preponderance of the reliable and substantial evidence in the record?
6. Whether the Hearing Commissioner erred in the first sentence of Finding of Fact Number 5 that the borrowed servant doctrine applies in this case, when such a factual finding is against the greater weight and preponderance of the reliable and substantial evidence in the record?
7. Whether the Hearing Commissioner erred in the portion of the second sentence of Finding of Fact Number 5 that McLeod is a special employer, when such a factual finding is against the greater weight and preponderance of the reliable and substantial evidence in the record?
8. Whether the Hearing Commissioner erred in Finding of Fact Number 6 that there is a contract between Claimant and McLeod and that the Claimant provided CRNA services for McLeod in exchange for compensation from McLeod, when

such a factual finding is against the greater weight and preponderance of the reliable and substantial evidence in the record?

9. Whether the Hearing Commissioner erred in Finding of Fact Number 8 that McLeod had the right to control the details of Claimant's work, when such a factual finding is against the greater weight and preponderance of the reliable and substantial evidence in the record?
10. Whether the Hearing Commissioner erred in the portions of Finding of Fact Number 8 setting forth alleged right of control of McLeod to control the details of the Claimant's work, when such a factual finding is against the greater weight and preponderance of the reliable and substantial evidence in the record?
11. Whether the Hearing Commissioner erred in Finding of Fact Number 5 that McLeod and the Claimant satisfy the test of employer/employee relationship because, in addition to the right of control, McLeod furnished Claimant equipment, had the right to fire Claimant, and ultimately paid Claimant's wages, when such a factual finding is against the greater weight and preponderance of the reliable and substantial evidence in the record?
12. Whether the Hearing Commissioner erred in Finding of Fact Number 10 that McLeod provided usual and customary equipment needed by the Claimant and that all such equipment is an indication of an employer/employee relationship, when such a factual finding is against the greater weight and preponderance of the reliable and substantial evidence in the record?
13. Whether the Hearing Commissioner erred in Finding of Fact Number 11 that McLeod had the right to fire the Claimant, when such a factual finding is against the greater weight and preponderance of the reliable and substantial evidence in the record?
14. Whether the Hearing Commissioner erred in the portion of Finding of Fact Number 11 that McLeod ultimately fired the Claimant on December 28, 2007, when such a factual finding is against the greater weight and preponderance of the reliable and substantial evidence in the record?
15. Whether the Hearing Commissioner erred in Finding of Fact Number 12 that McLeod was ultimately responsible for paying Claimant, when such a factual finding is against the greater weight and preponderance of the reliable and substantial evidence in the record?
16. Whether the Hearing Commissioner erred in the portion of Finding of Fact Number 12 that McLeod either had to provide the Claimant with housing, local transportation, en route lodging, and reasonable transportation costs or to directly reimburse Staff Care for those items, when such a factual finding is against the

greater weight and preponderance of the reliable and substantial evidence in the record?

17. Whether the Hearing Commissioner erred in Finding of Fact Number 13 that the Claimant never "met with" any member of Staff Care, when such a factual finding is against the greater weight and preponderance of the reliable and substantial evidence in the record?
18. Whether the Hearing Commissioner erred in Finding of Fact Number 17 that Defendant McLeod is to pay for all past and future causally related medical treatment, when such a factual finding is against the greater weight and preponderance of the reliable and substantial evidence in the record?
19. Whether the Hearing Commissioner erred in Finding of Fact Number 18 that Defendant McLeod is to pay Claimant temporary total disability benefits from January 1, 2008 and continue until further Order of the Commission, when such a factual finding is against the greater weight and preponderance of the reliable and substantial evidence in the record?
20. Whether the Hearing Commissioner erred in failing to render a factual finding that there was never a contract of hire between the Claimant and McLeod, when the failure to render such a factual finding is against the greater weight and preponderance of the reliable and substantial evidence in the record?
21. Whether the Hearing Commissioner erred in failing to render a factual finding that the Workers' Compensation Commission does not have jurisdiction over this claim since there is no employer/employee relationship between the Claimant and McLeod, when the failure to render such a factual finding is against the greater weight and preponderance of the reliable and substantial evidence in the record?
22. Whether the Hearing Commissioner erred in failing to render any factual findings about the Claimant's contractual relationship with Staff Care, when the failure to render such factual findings is against the greater weight and preponderance of the reliable and substantial evidence in the record?
23. Whether the Hearing Commissioner erred in failing to render any factual finding that there is not a written contract between the Claimant and McLeod and there is in fact a written contract between the Claimant and Staff Care, when the failure to render such factual finding is against the greater weight and preponderance of the reliable and substantial evidence in the record?
24. Whether the Hearing Commissioner erred in failing to render a factual finding that the Claimant is a medical professional subject to governance by a medical licensing board and is solely responsible for the details of her work, when the failure to render such a factual finding is against the greater weight and preponderance of the reliable and substantial evidence in the record?

25. Whether the Hearing Commissioner erred in failing to render a factual finding that the Claimant receives her credentialing from the American Association of Nurse Anesthetists and is governed by §40-33-34 of the South Carolina Code of Laws, when the failure to render such a factual finding is against the greater weight and preponderance of the reliable and substantial evidence in the record?
26. Whether the Hearing Commissioner erred in failing to render a factual finding that the laws of South Carolina governs a significant portion of the details of the Claimant's work, not McLeod, according to the Claimant's testimony, when the failure to render such a factual finding is against the greater weight and preponderance of the reliable and substantial evidence in the record?
27. Whether the Hearing Commissioner erred in failing to render factual findings regarding the control of the Claimant exercised over the work she did at McLeod, including but not limited to the fact that she picked what shift she was going to work, when the failure to render such a factual finding is against the greater weight and preponderance of the reliable and substantial evidence in the record?
28. Whether the Hearing Commissioner erred in failing to render a factual finding that the contract between the Claimant and Staff Care indicated that if she became an employee of McLeod within two years either she or McLeod would owe Staff Care \$22,000, when the failure to render such a factual finding is against the greater weight and preponderance of the reliable and substantial evidence in the record?
29. Whether the Hearing Commissioner erred in failing to render a factual finding that the Claimant acknowledged that if the Hearing Commissioner himself wanted to go to the operating room to see where she fell, he would have to put on sterile clothing to go in there since everyone going into the sterile environment had to wear scrubs provided by the hospital, when such a factual finding is against the greater weight and preponderance of the reliable and substantial evidence in the record?
30. Whether the Hearing Commissioner erred in failing to render a factual finding that the Claimant's testimony is that she was never paid anything by McLeod, when the failure to render such a factual finding is against the greater weight and preponderance of the reliable and substantial evidence in the record?
31. Whether the Hearing Commissioner erred in failing to render a factual finding that the Claimant was involved in an automobile accident in the rental care provided to her by Staff Care and that Staff Care instructed her about everything to do with the rental car and the accident, when the failure to render such a factual finding is against the greater weight and preponderance of the reliable and substantial evidence in the record?

32. Whether the Hearing Commissioner erred in failing to render a factual finding the McLeod employee CRNAs are not provided with a rental car, when the failure to render such a factual finding is against the greater weight and preponderance of the reliable and substantial evidence in the record?
33. Whether the Hearing Commissioner erred in failing to render a factual finding that other than having the head CRNA tell her in which operating rooms she would be working, the only other person that the Claimant would answer to so to speak would be the anesthesiologist, when the failure to render such a factual finding is against the greater weight and preponderance of the reliable and substantial evidence in the record?
34. Whether the Hearing Commissioner erred in failing to render a factual finding that the Claimant testified that in doing her job she is required to exercise independent judgment (i.e. the details of her work) regarding the patients' level of anesthesia, airway competence, and blood pressures up or down, when the failure to render such a factual finding is against the greater weight and preponderance of the reliable and substantial evidence in the record?
35. Whether the Hearing Commissioner erred in failing to render a factual finding that the Claimant testified that at the end of the day she is responsible for making sure she does what she is supposed to do as a CRNA, when the failure to render such a factual finding is against the greater weight and preponderance of the reliable and substantial evidence in the record?
36. Whether the Hearing Commissioner erred in failing to render a factual finding that the Claimant testified that McLeod had the equipment that she normally provided as a CRNA but, had they not, she simply would have provided it herself, when the failure to render such a factual finding is against the greater weight and preponderance of the reliable and substantial evidence in the record?
37. Whether the Hearing Commissioner erred in failing to render a factual finding that McLeod employee CRNAs are provided with group health insurance, vacation days, sick days, and availability to participate in a retirement program, and the Claimant was not, when the failure to render such a factual finding is against the greater weight and preponderance of the reliable and substantial evidence in the record?
38. Whether the Hearing Commissioner erred in failing to render a factual finding that Staff Care, and Staff Care only, was responsible for payment to the Claimant per the contract between Staff Care and the Claimant, when the failure to render such a factual finding is against the greater weight and preponderance of the reliable and substantial evidence in the record?
39. Whether the Hearing Commissioner erred in failing to render a factual finding that the Claimant herself testified that if she had worked at McLeod for a week

and not been paid she would have been contacted Mr. Gregg Burel with Staff Care, when the failure to render such a factual finding is against the greater weight and preponderance of the reliable and substantial evidence in the record?

40. Whether the Hearing Commissioner erred in failing to render a factual finding that the Claimant testified that as a locum tenens she is not a hospital employee under their rules, when the failure to render such a factual finding is against the greater weight and preponderance of the reliable and substantial evidence in the record?
41. Whether the Hearing Commissioner erred in failing to render a factual finding that the Claimant does not know why she fell on December 21, 2007, when the failure to render such a factual finding is against the greater weight and preponderance of the reliable and substantial evidence in the record?
42. Whether the Hearing Commissioner erred in failing to render a factual finding that McLeod did not fire the Claimant on December 28, 2007 but merely complied with its contract with Staff Care and notified Staff Care 30 days in advance that McLeod would not need a temporary CRNA after December 28, 2007, when the failure to render such a factual finding is against the greater weight and preponderance of the reliable and substantial evidence in the record?
43. Alternatively, whether the Hearing Commissioner erred in failing to render a factual finding that if the Claimant is an employee, she is an employee of Staff Care, when the failure to render such a factual finding is against the greater weight and preponderance of the reliable and substantial evidence in the record?
44. Alternatively, whether the Hearing Commissioner erred in failing to render factual findings that the Claimant meets the requirements of a statutory employee of McLeod with Staff Care being the Claimant's direct employer and contractor between McLeod and the Claimant, when the failure to render such a factual findings is against the greater weight and preponderance of the reliable and substantial evidence in the record?
45. Whether the Hearing Commissioner erred in failing to render a factual finding that the anesthesiologists to whom the Claimant answered while working as a CRNA is not an employee of McLeod, when the failure to render such a factual finding is against the greater weight and preponderance of the reliable and substantial evidence in the record?
45. Whether the Hearing Commissioner erred in Conclusion of Law Number 1 that at the time of the accident, Claimant and employer McLeod were covered parties under provisions of the *South Carolina Workers' Compensation Act*, when such a legal conclusion is against the greater weight and preponderance of the reliable and substantial evidence in the record and is based upon erroneous factual findings?

46. Whether the Hearing Commissioner erred in Conclusion of Law Number 3 that the Claimant sustained an injury by accident to her cervical and lumbar spine, right shoulder, both arms and hands, both hips and legs in a distinct accident while in the course of her employment with employer McLeod, when such a legal conclusion is against the greater weight and preponderance of the reliable and substantial evidence in the record and is based upon erroneous factual findings?
47. Whether the Hearing Commissioner erred in Conclusion of Law Number 4 that the borrowed servant doctrine applies in this case, when such a legal conclusion is against the greater weight and preponderance of the reliable and substantial evidence in the record and is based upon erroneous factual findings?
48. Whether the Hearing Commissioner erred in Conclusion of Law Number 4 that McLeod, under the borrowed servant doctrine, is liable for benefits due the Claimant, when such a legal conclusion is against the greater weight and preponderance of the reliable and substantial evidence in the record and is based upon erroneous factual findings?
49. Whether the Hearing Commissioner erred in Conclusion of Law Number 5 that the Claimant and McLeod had an implied contract for hire, when such a legal conclusion is against the greater weight and preponderance of the reliable and substantial evidence in the record and is based upon erroneous factual findings?
50. Whether the Hearing Commissioner erred in Conclusion of Law Number 6 that the Claimant was an employee of McLeod, when such a legal conclusion is against the greater weight and preponderance of the reliable and substantial evidence in the record and is based upon erroneous factual findings?
51. Whether the Hearing Commissioner erred in Conclusion of Law Number 8 that Defendant McLeod is responsible for past and future medical expenses causally related to the Claimant's accident, when such a legal conclusion is against the greater weight and preponderance of the reliable and substantial evidence in the record and is based upon erroneous factual findings?
52. Whether the Hearing Commissioner erred in Conclusion of Law Number 9 that Defendant McLeod shall provide ongoing medical treatment and/or medications, when such a legal conclusion is against the greater weight and preponderance of the reliable and substantial evidence in the record and is based upon erroneous factual findings?
53. Whether the Hearing Commissioner erred in Conclusion of Law Number 10 that Defendant McLeod shall pay temporary total disability benefits, when such a legal conclusion is against the greater weight and preponderance of the reliable and substantial evidence in the record and is based upon erroneous factual findings?

54. Whether the Hearing Commissioner erred in failing to conclude as a matter of law that the Claimant is an independent contractor and not an employee of either Staff Care or McLeod, when the failure to render such a legal conclusion is against the greater weight and preponderance of the reliable and substantial evidence in the record and is based upon erroneous factual findings?
55. Alternatively, whether the Hearing Commissioner erred in failing to render a legal conclusion that the Claimant is an employee of Staff Care, when the failure to render such a legal conclusion is against the greater weight and preponderance of the reliable and substantial evidence in the record and is based upon erroneous factual findings?
56. Alternatively, whether the Hearing Commissioner erred in failing to render a legal conclusion that the Claimant is employed with Staff Care and is a statutory employee of McLeod, when the failure to render such a legal conclusion is against the greater weight and preponderance of the reliable and substantial evidence in the record and is based upon erroneous factual findings?
57. Alternatively, whether the Hearing Commissioner erred in failing to render a legal conclusion that since the Claimant is an employee of Staff Care and a statutory employee of McLeod, and Staff Care has Workers' Compensation insurance coverage, any benefits due the Claimant shall be paid by Staff Care and no benefits shall be paid by McLeod, when the failure to render such a legal conclusion is against the greater weight and preponderance of the reliable and substantial evidence in the record and is based upon erroneous factual findings?
58. Whether the Hearing Commissioner erred in failing to render a legal conclusion regarding the autonomy required by law and the Claimant's certification, when the failure to render such a legal conclusion is against the greater weight and preponderance of the reliable and substantial evidence in the record and is based upon erroneous factual findings?
59. Whether the Hearing Commissioner erred in ordering Defendant McLeod to pay past and future causally related medical treatment until further Order of the Commission, when such an Order is against the greater weight and preponderance of the reliable and substantial evidence in the record and is based upon erroneous factual findings and legal conclusions?
60. Whether the Hearing Commissioner erred in ordering Defendant McLeod to pay temporary total disability benefits from January 1, 2008 and continuing until further Order of the Commission, when such an Order is against the greater weight and preponderance of the reliable and substantial evidence in the record and is based upon erroneous factual findings and legal conclusions?

61. Whether the Hearing Commissioner erred in failing to Order that Claimant, at the time of her injury, was an independent contractor and is not entitled to Workers' Compensation benefits, when the failure to render such an Order is against the greater weight and preponderance of the reliable and substantial evidence in the record?
62. Alternatively, whether the Hearing Commissioner erred in failing to Order that the Claimant is an employee of Staff Care, a statutory employee of McLeod, and that since Staff Care has Workers' Compensation insurance coverage, any and all benefits due the Claimant shall be paid by Staff Care, when the failure to render such an Order is against the greater weight and preponderance of the reliable and substantial evidence in the record?
63. Whether the Hearing Commissioner erred in failing to Order that the Claimant did not sustain an injury by accident arising out of and in the course of her employment, regardless of whether she is employed or an independent contractor, and is not entitled to any benefits under the *Workers' Compensation Act*, when the failure to render such an Order is against the greater weight and preponderance of the reliable and substantial evidence in the record and is based upon erroneous factual findings and legal conclusions?

COPY

Claimant,

vs.

and

Defendants.

TRANSCRIPT OF RECORD

WCC NO. 0724433

SINGLE HEARING COMMISSIONER:
G. BRYAN LYNDON

APPEARANCES

MARGARET M. BLUESTEIN, ESQUIRE
Columbia, SC

CANDACE HINDERSMAN, ESQUIRE
Columbia, SC

CARMELO B. SAMMATARO, ESQUIRE
Columbia, SC

AVERY WILKERSON, CHAIR
DAVID W. HUFFSTETLER
DERRICK WILLIAMS

* * * * *

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1 PROCEEDINGS

2 COURT REPORTER: TODAY IS MARCH 24, 2009. THIS IS SOUTH
3 CAROLINA WORKERS' COMPENSATION CASE FILE NUMBER 0724433. THIS IS THE
4 CASE OF MILDRED H. SHATTO, CLAIMANT, VERSUS MCLEOD HEALTH, SELF-
5 INSURED, AND STAFF CARE AND TRAVELERS IS THE CARRIER.

6 THE APPELLANT IS THE DEFENDANT MCLEOD, REPRESENTED BY
7 ATTORNEY WALTER H. BAREFOOT AND THE RESPONDENT STAFF CARE IS
8 REPRESENTED BY CANDACE HINDERSMAN AND THE RESPONDENT CLAIMANT IS
9 REPRESENTED BY MARGARET M. BLUESTEIN.

10 EACH SIDE IS ALLOWED 15 MINUTES FOR ORAL ARGUMENTS AND THE
11 APPELLANT 5 MINUTES IN REPLY. YOU ARE REQUESTED TO ARGUE THE GROUNDS
12 OF EXCEPTIONS AND STAY WITHIN THE RECORD.

13 MR. SAMMATARO: GOOD MORNING, COMMISSIONERS. MY NAME IS
14 SAM SAMMATARO AND I'M WITH TURNER PADGETT HERE IN COLUMBIA AND
15 PRACTICE WITH WALT BAREFOOT. IT IS MY PLEASURE TODAY TO OFFER AN
16 ARGUMENT ON BEHALF OF MCLEOD HEALTH AND ITS CARRIER KEY RISK
17 MANAGEMENT. AND I'M GOING, I'M ALSO NOT GOING TO STATE THE CASE
18 BECAUSE THAT'S ALL IN THE FILE IN FRONT OF YOU. WHAT I'D LIKE TO DO IS
19 SPEND JUST A COUPLE OF MINUTES ADDRESSING THE FACTS IN THE CASE AND
20 GET INTO THE LEGAL ANALOGIES.

21 IN A NUTSHELL THE CLAIMANT MILDRED SHATTO WAS AN INDEPENDENT
22 CONTRACTOR WORKED FOR A TEMPORARY STAFFING AGENCY THAT PLACED HER
23 FOR A BRIEF PERIOD AT MCLEOD REGIONAL MEDICAL CENTER WHERE SHE WAS
24 CONTRACTED TO PROVIDE ANESTHETIC SERVICES IN THE OPERATING ROOM. AND
25 SHE SUFFERED A FALL THAT WE CLAIM IS AN IDIOPATHIC FALL ON DECEMBER 21,

1 2007.

2 THE CLAIMANT IS A 66 YEAR OLD FEMALE. SHE GRADUATED FROM
3 ANESTHESIA SCHOOL IN 1974 AND RECEIVED THE NECESSARY CREDENTIALS. SHE
4 WORKED FOR 20-SOMETHING YEARS AT CARLISLE HOSPITAL UP IN
5 PENNSYLVANIA. AND THEN FOLLOWING A DIVORCE TOOK ON A VARIOUS
6 NUMBER OF TEMPORARY, OF TEMPORARY STAFFING AGENCIES WHERE SHE
7 WOULD GO IN TO VARIOUS FACILITIES AND PROVIDE ANESTHESIA SERVICES.

8 IN THE '90'S SHE MOVED TO THE LAKE WYLIE SOUTH CAROLINA AREA TO
9 CARE FOR AN AILING SISTER. AND IT'S ABOUT THAT TIME SHE ENDED A
10 TEMPORARY POSITION WITH A PAIN MANAGEMENT PROVIDER AND STARTED
11 LOOKING FOR WORK ON CONTRACT TEMPORARY EMPLOYMENT. AND THAT'S
12 WHEN HER RELATIONSHIP WITH STAFF CARE BEGAN. STAFF CARE WHO'S BEEN
13 ENTERED AS A DEFENDANT IN THIS CASE IS IN THE BUSINESS OF PROVIDING
14 TEMPORARY WORKERS TO FACILITIES THAT HAVE A NEED FOR TEMPORARY
15 MEDICAL PROFESSIONAL SERVICES LIKE ANESTHESIA.

16 IT IS INTERESTING TO TAKE A LOOK AT HOW THAT RELATIONSHIP WITH
17 STAFF CARE EVOLVED. MS. SHATTO TESTIFIED AT HER DEPOSITION AND AGAIN
18 AT THE HEARING IN FRONT OF THE SINGLE COMMISSIONER THAT SHE WENT TO
19 THE INTERNET AND STARTED TO LOOK AROUND FOR POSITIONS AND SHE FOUND
20 STAFF CARE. STAFF CARE'S WEB SITE OFFERED TO HELP HER FIND THE BEST
21 POSITIONS AVAILABLE. IT OFFERED HER TO EVEN EXPEDITE HER
22 CREDENTIALING PROCESS SO SHE COULD GET A POSITION QUICKLY. AND IT
23 INVITED ANYBODY WHO WAS INTERESTED TO APPLY WITH STAFF CARE FOR A
24 POSITION.

25 SHE COMMUNICATED EXTENSIVELY WITH STAFF CARE PERSONNEL. STAFF

1 CARE IS LOCATED IN TEXAS SO SHE DIDN'T GO OUT THERE PERSONALLY BUT SHE
2 USED THE PHONE AND THE INTERNET TO COMMUNICATE BY E-MAIL AND SEND
3 FAXES. SHE SENT ALL OF HER CREDENTIAL INFORMATION, HER RESUME, HER
4 RELEASE FOR AUTHORIZATION OF RECORDS TO STAFF CARE. THEY BASICALLY
5 PUT HER THROUGH A VERY INTENSIVE SCREENING PROCESS TO MAKE SURE THAT
6 SHE WAS QUALITIFIED, THAT SHE WAS WHO SHE SAID SHE WAS AND THAT SHE
7 WAS ABLE TO GIVE THE KIND OF SERVICES THAT ITS CLIENTS WOULD DEMAND.

8 ONCE THAT SHE HAD PASSED THAT SCREENING PROCESS SHE SIGNED A
9 LENGTHY CONTRACT WITH STAFF CARE. SHE INITIALED EVERY PAGE OF THE
10 CONTRACT. STAFF CARE PAID HER WAGES, THEY SET HER UP ON DIRECT DEPOSIT.
11 WHILE SHE WAS COMMUNICATING WITH STAFF CARE'S EMPLOYEES ONE OF THE
12 EMPLOYEES ADVISED HER THAT IT WOULD BE GOOD FOR HER TO SET HERSELF UP
13 AS AN L.L.C. TO AVOID INCREASED TAX EXPOSURE. SO HERE THEY ARE
14 PROVIDING HER WITH TAX ADVICE. SHE HAD A LOGISTICS COORDINATOR WHO
15 PROVIDED HOTEL ACCOMMODATIONS FOR HER TO TRAVEL TO FLORENCE. AT
16 THE TIME SHE WAS DEALING WITH THEM SHE DIDN'T KNOW WHICH FACILITY
17 SHE'D BE GOING TO. ONCE THAT BECAME CLEAR, STAFF CARE ARRANGED A
18 RENTAL CAR, THEY PROVIDED HER WITH HOTEL ACCOMMODATIONS THAT SHE
19 LATER CHANGED TO ACCOMMODATE A PET THAT SHE HAS. THEY GAVE HER A
20 \$25.00 DAILY STIPEND TO COVER LIVING EXPENSES. THEY SET HER UP, I THINK I
21 ALREADY SAID THIS, ON DIRECT DEPOSIT FOR WAGES INTO HER PERSONAL
22 BANKING ACCOUNT. THEY PROVIDED HER WITH MEDICAL MALPRACTICE
23 COVERAGE. THEY REQUIRED HER TO NOTIFY STAFF CARE IF SHE WAS UNABLE TO
24 ACCEPT AN ASSIGNMENT ON STAFF CARE'S BEHALF. THEY REQUIRED HER TO
25 ADVISE OF ANY ADVERSE TREATMENT EVENTS SO THEY COULD OBTAIN LEGAL

1 COUNSEL FOR HER AND REPRESENT HER IN ANY MEDICAL MALPRACTICE
2 PROCEEDING. SHE WAS REQUIRED TO NOTIFY THEM IMMEDIATELY IF SHE
3 COULDN'T ACCEPT A PARTICULAR ASSIGNMENT. AND THEY ALSO REQUIRED THE
4 CLIENT, MCLEOD, TO PROVIDE THEM 30 DAYS NOTICE IF THEY WISHED TO END
5 THE RELATIONSHIP, THE TEMPORARY EMPLOYMENT RELATIONSHIP.

6 AND MOST NOTEABLY STAFF CARE HAD A PROVISION IN THE CONTRACT
7 WITH MS. SHATTO THAT SAID IF YOU'RE GOING TO WORK FOR ONE OF OUR
8 CLIENTS WITHIN 2 YEARS PROVIDING TEMPORARY SERVICE THERE, YOU
9 HAVE TO PAY US A \$22,000.00 PENALTY. SO EVEN WHEN THE RELATIONSHIP WITH
10 SOMEONE OR AN AGENCY LIKE MCLEOD IS OVER, STAFF CARE CONTINUED TO
11 EXERCISE CONTROL OVER ITS EMPLOYEES BY SAYING YOU CAN'T GO TO WORK
12 FOR THEM OVER A 2 YEAR PERIOD OR YOU HAVE TO PAY US A PENALTY TO DO IT.

13 COMMISSIONER WILLIAMS: WAS THERE (INAUDIBLE) WHEN THE
14 CONTRACT WAS CHANGED WITH STAFF CARE AND THE CLAIMANT IN THAT IF THE
15 CLIENT WAS INJURED WHO SHE WOULD REPORT TO? WOULD IT BE STAFF CARE
16 OR WOULD IT BE WHATEVER EMPLOYER OR SERVICE SHE WAS WORKING AT?

17 MR. SAMMATARO: I DON'T RECALL THAT BEING SPECIFICALLY IN
18 HER CONTRACT. THE CONTRACT DEALT MORE WITH THE PERFORMANCE AND
19 POLICIES AND PROCEDURES THAT SHE HAD TO FOLLOW. SHE DID HAVE TO
20 COMPLETE A FORM, ACTUALLY MCLEOD COMPLETED A FORM WHEN SHE WAS
21 INJURED AND TAKEN IMMEDIATELY TO THE EMERGENCY ROOM. THEY ARE
22 REQUIRED TO DO THAT WITH ANYBODY THAT'S INJURED ON HOSPITAL PREMISES.

23 COMMISSIONER WILLIAMS: DID SHE UNDERGO THE NORMAL
24 ORIENTATION PROCESS THROUGH THE HOSPITAL IN TERMS OF CLOCKING IN, WHO
25 HER SUPERVISORS WERE, DID SHE UNDERGO THAT NORMAL PROCESS THROUGH

1 THE HOSPITAL?

2 MR. SAMMATARO: SHE UNDERWENT A VERY ABBREVIATED
3 ORIENTATION PROGRAM AT THE HOSPITAL. AND ACTUALLY SHE WAS CALLED
4 OUT OF THAT TO BEGIN HER TEMPORARY WORK ASSIGNMENTS.

5 AND THE ORIENTATION PROGRAM MCLEOD ALLOWED HER TO
6 PARTICIPATE IN IS REQUIRED OF ALL THE PEOPLE WHO WORK AT THE HOSPITAL
7 BECAUSE THEY HAVE CERTAIN GUIDELINES IF THEY ARE REQUIRED TO BE ON
8 MEDICAID AND ALSO EVEN THE CONTRACT MCLEOD WOULD HAVE WITH STAFF
9 THERE REQUIRED IT TO COMPLY WITH FEDERAL, STATE AND INDUSTRY
10 STANDARDS AS FAR AS ACCREDITATION AND HOW THE PEOPLE THAT COME TO
11 THE HOSPITAL PREMISES WERE REQUIRED TO WEAR NAME TAGS AND THINGS
12 LIKE THAT.

13 COMMISSIONER WILLIAMS: I UNDERSTAND STAFF CARE
14 OBVIOUSLY HAD COVERAGE. WAS IT POSSIBLE, I BELIEVE YOU STATED THAT
15 STAFF CARE WAS OUT OF TEXAS, DID IT COVER THEIR CONTRACTORS, SUB-
16 CONTRACTORS IN SOUTH CAROLINA?

17 MR. SAMMATARO: I DON'T HAVE ACCESS TO THE CONTRACT OF
18 COVERAGE BETWEEN STAFF CARE AND ITS INSURER. BUT I'M ASSUMING THAT
19 SINCE THEY APPEARED AS A DEFENDANT IN THE CASE THAT THERE'S EXPOSURE
20 AND THEY WOULD PROVIDE COVERAGE INFORMATION TO THE COMMISSION TO
21 DETERMINE.

22 GETTING BACK TO THE NATURE OF THE RELATIONSHIP BETWEEN STAFF
23 CARE AND MS. SHATTO, THEY REQUIRED OF MS. SHATTO TO KEEP TRACK OF HER
24 HOURS AND TO SUBMIT THOSE BY 5:00 P.M. EVERY FRIDAY FOR HER TO BE PAID
25 THE HOURS THAT SHE HAD WORKED. AGAIN I HAVE ALREADY SAID STAFF CARE

1 DEPOSITED THAT MONEY IN HER ACCOUNT. THEY DIDN'T---

2 COMMISSIONER HUFFSTETLER: IF I COULD ASK YOU TO BE A
3 LITTLE MORE SPECIFIC ON THOSE THINGS. I THINK WHERE YOU ARE HEADED, I
4 HOPE YOU HEADED ARE THE ELEMENTS OF RIGHT TO CONTROL.

5 MR. SAMMATARO: THAT'S RIGHT.

6 COMMISSIONER HUFFSTETLER: AND WHEN YOU SAY THAT SHE
7 WAS PAID AS I UNDERSTOOD YOU SAID SHE WAS PAID BY STAFF CARE, THEY
8 WROTE HER THE CHECK. YOU SAID THAT SHE TURNED IN HER TIME. TO WHOM
9 DID SHE TURN IT IN? DID SHE SEND IT TO TEXAS? DID SHE GIVE IT TO SOMEBODY
10 AT MCLEOD? IF YOU COULD BE MORE SPECIFIC ON THE ELEMENTS OF CONTROL,
11 WHO SET THE WORK HOURS, ALL OF THOSE THINGS EXACTLY. WHEN YOU SAY
12 SHE TURNED IN HER TIME, TO WHOM.

13 MR. SAMMATARO: I UNDERSTAND, THANK YOU.

14 COMMISSIONER WILKERSON: AND ALSO IF YOU CAN TELL ME
15 WHAT ACCOUNT THEY DEPOSIT IT IN. YOU SAID EARLIER ABOUT AN L.L.C. DID
16 THEY PUT IT IN HER PERSONAL ACCOUNT OR THE L.L.C. IF YOU KNEW.

17 MR. SAMMATARO: SHE WAS PROVIDED BY STAFF CARE WITH
18 FORMS THAT SHE HAD TO COMPLETE WITH HER NAME, THE AMOUNT OF HOURS
19 THAT SHE WORKED. SHE WOULD HAVE SOMEBODY AT MCLEOD, MR. FERGUSON
20 OR ANOTHER C.R.N.A. THAT SUPERVISING ON STAFF THAT DAY. THAT PERSON
21 WOULD BE REQUIRED TO SIGN THAT FORM. THEN MS. SHATTO WOULD SEND
22 BACK TO STAFF CARE IN TEXAS BY FACSIMILE TRANSMISSION.

23 THEN THERE'S TESTIMONY THAT SHE USED MCLEOD'S FAX MACHINE ONLY
24 BECAUSE IT WAS CONVENIENT. SHE HAD HER OWN PERSONAL FAX MACHINE I'M
25 ASSUMING, I DON'T KNOW, THAT THAT WAS BACK AT HER HOME IN (INAUDIBLE).

1 BUT SHE RETURNED THOSE WORK FORMS, THE HOURS THAT SHE WORKED BACK.
2 TO HER EMPLOYER STAFF CARE OUT OF TEXAS.

3 COMMISSIONER HUFFSTETLER: THE SUPERVISOR THAT WAS ON
4 SITE STAFF CARE SUPERVISOR?

5 MR. SAMMATARO: NO, SIR. THE HOURLY FORMS THAT SHE
6 COMPLETED WERE SIGNED BY THE CERTIFIED NURSE ANESTHETIST WHO WAS
7 EMPLOYED BY MCLEOD TO VERIFY THAT SHE HAD WORKED THE HOURS THAT
8 SHE WAS CLAIMING. SHE WOULD SEND THAT BACK TO STAFF CARE. STAFF CARE
9 HAD, THEY SENT HER A FORM TO COMPLETE THAT ALLOWED STAFF CARE TO
10 DIRECT DEPOSIT THOSE WAGES INTO HER PERSONAL BANK ACCOUNT.

11 COMMISSIONER HUFFSTETLER: I DON'T MEAN TO INTERRUPT YOU
12 EXCEPT AT SOME POINT I THINK PART OF WHAT THE ORDER TALKS ABOUT IS
13 WHETHER STAFF CARE WAS JUST ACTING AS A BROKER. AND AT SOME POINT WE
14 NEED TO GET BEYOND, IT SOUNDS LIKE WHEN THE TIME WAS TURNED IN
15 SOMEBODY AT MCLEOD ACTUALLY SIGNED THEM. YOU CAN SAY APPROVED IT,
16 SIGNED IT, SAID IT WAS RIGHT. AND THEN IT GOES TO TEXAS AND SHE'S PAID.
17 BUT AT SOME POINT I THINK WE NEED TO DISTINGUISH BETWEEN STAFF CARE
18 PERHAPS WORKING AS THE PAYROLL AGENT ALMOST WHICH IT SEEMS TO BE
19 WHAT THIS ORDER IS SAYING AS OPPOSED TO THE ELEMENTS OR THE RIGHT TO
20 CONTROL. AND AS YOU KNOW EVEN WITH THE CONTRACT YOU CANNOT WAIVE
21 YOUR RIGHTS UNDER THE ACT. SO WHAT ARE THE ELEMENTS OF CONTROL IN
22 HER WORK?

23 MR. SAMMATARO: AS THE COMMISSIONER'S NOTED THAT'S THE
24 TASK UNDER SOUTH CAROLINA LAW, 4-PART TASK ENUNCIATED IN NELSON
25 VERSUS YELLOW CAB, RIGHT TO CONTROL PROVISION WHITMAN METHOD OF

1 PAYMENT AND THE RIGHT TO TERMINATE RELATIONSHIP. AS FAR AS THE RIGHT
2 TO CONTROL, THEY SCREENED MS. SHATTO'S CREDENTIALS. THEY PROVIDED
3 HER WITH THE ASSIGNMENT. THEY INSTRUCTED HER NOT TO TAKE OUT ANY
4 INSURANCE ON THE RENTAL CAR THEY PROVIDED HER WITH BECAUSE IT WAS
5 ALREADY COVERED UNDER ANOTHER POLICY THAT THEY HAD. THEY REQUIRED
6 HER TO SUBMIT THE NUMBER OF HOURS THAT SHE WORKED SO THAT SHE MIGHT
7 BE PAID. THEY REQUIRED HER TO SUBMIT BY 5:00 O'CLOCK ON FRIDAY
8 AFTERNOON---

9 COMMISSIONER WILKERSON: THE PAYROLL SLIPS WILL DO THAT,
10 TOO. WHO SET HER HOURS OF WORK, DID SHE GET PERFORMANCE APPRAISALS,
11 WHO EVALUATED HER PERFORMANCE, WHAT ARE THE THINGS THAT GO TO HER
12 JOB.-----

13 MR. SAMMATARO: I DON'T BELIEVE THERE WERE ANY
14 EVALUATIONS OF HER PERFORMANCE IN THE RECORD. IN TERMS OF, SHE, MS.
15 SHATTO TESTIFIED THAT SHE COMMUNICATED BACK AND FORTH WITH STAFF
16 CARE EMPLOYEES AND THEY PROVIDED HER WITH 3 OR 4 DIFFERENT OPTIONS AS
17 TO WHICH HOURS SHE COULD WORK. STAFF CARE GUARANTEED HER PAYMENT
18 BASED ON 40 HOUR WORK WEEK. AND THEN GAVE HER THESE OPTIONS FROM
19 WHICH SHE SELECTED A 9:00 TO 5:00 SHIFT. SO MS. SHATTO DETERMINED THE
20 SCHEDULE IF YOU WILL THAT SHE WORKED AT MCLEOD HOSPIITAL.

21 COMMISSIONER HUFFSTETLER: THAT'S NOT EXACTLY RIGHT. I
22 MEAN SHE COULDN'T JUST COME IN ANY TIME SHE WANTED AND LEAVE ANY
23 TIME SHE WANTED.

24 MR. SAMMATARO: NO.

25 COMMISSIONER HUFFSTETLER: THE HOSPITAL HAD SHIFTS. AND I

1 DON'T REALLY, YOU HAVE TO PROVE THAT ONE ELEMENT CARRIES THE BURDEN.
2 IT'S THE TOTALITY OF THINGS. SO YOU HAVE, SHE PICKED ONE OF THE SHIFTS
3 THAT THEY SAID, SOMEONE AT MCLEOD AT LEAST SIGNED OFF ON HER TIME.
4 YOU SAY SHE WAS PAID BY STAFF CARE.

5 MR. SAMMATARO: CORRECT.

6 COMMISSIONER HUFFSTETLER: SHE WAS HIRED BY STAFF CARE.

7 MR. SAMMATARO: CORRECT.

8 COMMISSIONER HUFFSTETLER: IF I UNDERSTAND YOUR
9 ARGUMENT SHE COULD BE FIRED BY STAFF CARE.

10 MR. SAMMATARO: CORRECT.

11 COMMISSIONER HUFFSTETLER: IS THERE ANY EVIDENCE
12 WHETHER MCLEOD, I THINK YOU SAID MCLEOD HAD TO BE GIVEN 30 DAYS
13 NOTICE, TO GIVE STAFF CARE NOTICE, THEY COULDN'T JUST FIRE A PERSON.
14 THOSE ARE THE KINDS OF THINGS I'M ASKING ABOUT.

15 MR. SAMMATARO: RIGHT. IN TERMS OF THE ABILITY TO
16 TERMINATE MS. SHATTO, SHE TESTIFIES THAT SHE BELIEVED MAYBE THAT MR.
17 FERGUSON WHO WAS A C.R.N.A., THAT STANDS FOR CERTIFIED REGISTERED
18 NURSE ANESTHETIST, SHE TESTIFIED THAT SHE BELIEVED HE WAS HER
19 SUPERVISOR AND THAT IF SHE CAME IN LATE OR DIDN'T SHOW UP FOR A SHIFT
20 THAT HE WOULD BE UPSET.

21 HOWEVER, MR. FERGUSON TESTIFIED HE WOULD BE (INAUDIBLE) TO WITH
22 THE ARRANGEMENT BETWEEN MCLEOD AND STAFF CARE THAT IF THERE WAS A
23 PROBLEM WITH THE TEMPORARY EMPLOYEE THAT STAFF CARE PROVIDED THE
24 HOSPITAL, THAT HE WOULD GO TO STAFF CARE AND EXPRESS THAT DISPLEASURE
25 OR NOT TO THE EMPLOYEE HERSELF. AND IN THIS INSTANCE THAT'S WHAT HE

1 DID. MR. FERGUSON TESTIFIED THAT HE HAD 4 STAFF IN FACT EMPLOYEES
2 ANESTHETIC NURSE WORKING ON BOARD IN JANUARY OF 2008. SO HE LET STAFF
3 CARE KNOW AND STAFF CARE LET MS. SHATTO KNOW. AND I BELIEVE HE ALSO
4 TOLD MS. SHATTO HER SERVICES WOULDN'T BE REQUIRED SINCE THE STAFF
5 C.N.R.A.S CAME ON BOARD TO BE IN COMPLIANCE WITH HIS OBLIGATIONS OR
6 CLIENT'S OBLIGATIONS TO NON CONTRACTED STAFF CARE.

7 COMMISSIONER HUFFSTETLER: SO YOUR OTHER ARGUMENT, I'LL
8 LET YOU GET BACK TO THIS IN A SECOND, BUT YOUR OTHER ARGUMENT ABOUT
9 THE FALL. THE CLAIMANT'S TESTIMONY I BELIEVE IS THAT SHE TRIPPED OVER
10 SOMETHING.

11 MR. SAMMATARO: THERE'S CONFLICTING TESTIMONY IN THE
12 RECORD, COMMISSIONER. IF YOU LOOK AT WHAT SHE SAID IN HER DEPOSITION
13 AND ACTUALLY I DON'T KNOW IF I HAVE THAT HERE, BUT SHE TESTIFIED IN HER
14 DEPOSITION THAT SHE DOESN'T KNOW WHAT HAPPENED. SHE WAS GETTING
15 READY TO HEAD TO THE HEAD OF THE BED OR THE SIDE OF THE BED WHERE SHE
16 NEEDED TO GO. AND THE NEXT THING SHE KNEW SHE WAS HOPING THAT THEY
17 HAD PADDING ON THE FLOOR BECAUSE SHE WAS GOING TO HIT IT. SHE MADE NO
18 ATTEMPT TO BREAK HER FALL AND DIDN'T SAY ANYTHING IN HER DEPOSITION
19 ABOUT TRIPPING. AND THEN AT THE SINGLE COMMISSIONER HEARING, THAT'S
20 WHEN WE HEAR ABOUT I.V. POLES AND WIRES AND THINGS LIKE THAT THAT ARE
21 ATTACHED TO A HOSPITAL BED THAT WAS IN THE OPERATING ROOM THAT DAY.
22 AND EVEN THEN SHE COULDN'T BE SPECIFIC. SHE DIDN'T KNOW EXACTLY WHAT
23 IT WAS THAT CAUSED HER TO FALL.

24 COMMISSIONER HUFFSTETLER: YEAH, BUT IF YOU KNEW
25 WHAT IT WAS YOU WOULDN'T TRIP OVER IT. IF YOU SAW IT YOU

1 WOULDNT TRIP OVER IT. I'VE HEARD THIS ARGUMENT BEFORE. IF YOU
2 CANT SAY WHAT IT WAS AND A PERSON SAYS THEY TRIPPED AND THEY
3 CANT TELL YOU WHAT THEY TRIPPED ON, THEN IT'S AN IDIOPATHIC FALL.
4 IF YOU SAW IT YOU WOULDNT TRIP ON IT.

5 MR. SAMMATARO: THAT'S PROBABLY TRUE. YOU HAVE
6 THAT SITUATION IN CROSBY VERSUS WAL-MART. AND THE CLAIMANT IN
7 THAT CASE COULDN'T BE SPECIFIC EITHER. I MEAN IT WAS STILL
8 DETERMINED TO BE IDIOPATHIC.

9 COMMISSIONER HUFFSTETLER: WHY DON'T YOU GO BACK
10 TO YOUR ARGUMENT ABOUT THE ELEMENTS OF CONTROL.

11 MR. SAMMATARO: REFERRING TO THE METHOD OF
12 EMPLOYMENT, I TOUCHED ON THE PAYMENT THAT STAFF CARE PROVIDED
13 HER WITH PAYMENT BY DIRECT DEPOSIT. SHE TREATED HER INCOME
14 FROM STAFF CARE AS A BUSINESS INCOME. SHE DIDN'T TREAT IT AS
15 INCOME FROM THE EMPLOYER. SHE CLAIMED DEDUCTIONS FOR MILEAGE,
16 TRANSPORTATION, CERTIFICATION, UNIFORM EXPENSES. AND I THINK I'M
17 ALMOST OUT OF TIME.

18 COMMISSIONER WILKERSON: FINISH YOUR THOUGHT.

19 MR. SAMMATARO: WELL, THE ISSUES ABOUT THE RIGHT TO
20 TERMINATE HAVE ALREADY BEEN ADDRESSED. METHOD OF PAYMENT'S
21 BEEN ADDRESSED. ALL OF HER EQUIPMENT WAS, IT HAD TO BE CERTIFIED
22 TO BE TESTED. AND THAT'S WHAT THE HOSPITAL PROVIDED IT HAS TO BE
23 IN SHEETS ANESTHETIC MACHINES HAS TO BE TESTED AND THAT TYPE OF
24 THING.

25 COMMISSIONER WILKERSON: AND THE CHECK WAS

1 DEPOSITED IN HER PERSONAL ACCOUNT?

2 MR. SAMMATARO: THAT'S CORRECT. I DON'T KNOW THAT
3 THERE WAS AN L.L.C. ACCOUNT.

4 COMMISSIONER WILKERSON: OKAY, THANK YOU.

5 MS. HINDERSMAN.

6 COMMISSIONER WILLIAMS: MS. HINDERSMAN, AND YOU
7 MAY OR MAY NOT KNOW THIS. WHY WOULD STAFF CARE IF THEY ARE
8 TRULY PEOPLE THAT ARE INDEPENDENT CONTRACTORS, WHY WOULD
9 THEY HAVE CONTRACTORS IN SOUTH CAROLINA IF THEY ARE A TEXAS
10 BASED COMPANY? DO THEY HAVE A LOCAL BRANCH SOMEWHERE HERE IN
11 SOUTH CAROLINA?

12 MS. HINDERSMAN: I'M NOT AWARE OF A LOCAL BRANCH. I
13 KNOW THAT THEY HAVE PARTICULAR PEOPLE THAT MAYBE HELP WITH
14 THE RECRUITMENT. BUT WE REALLY DIDN'T GET INTO WHETHER THE
15 POLICY THAT WE NEVER ARGUED AGAINST THAT.

16 COMMISSIONER WILLIAMS: OKAY, ALL RIGHT.

17 MS. HINDERSMAN: MAY IT PLEASE THE COMMISSION. ALSO
18 BEFORE I GET INTO MY ARGUMENT I WANTED TO ADDRESS A COUPLE OF
19 THE QUESTIONS THAT YOU ADDRESSED TO MY ADVERSARY.

20 ONE OF THE THINGS THAT YOU ASKED WAS WHETHER THE
21 CONTRACT PROVIDED THAT STAFF CARE WOULD PROVIDE WORKERS'
22 COMPENSATION INSURANCE. AND ON THE STAFF CARE'S APA SUBMISSION
23 PAGE 191 THE CONTRACT BETWEEN STAFF CARE AND MS. SHATTO IS
24 PROVIDED IN THERE. IT'S ON PAGE 191. AND IT DOES SAY THAT THEY
25 SHALL NOT PROVIDE WORKERS' COMPENSATION FOR MS. SHATTO. ALSO

1 ON PAGE 197 IS THE CONTRACT THAT WAS BETWEEN MCLEOD HEALTH
2 CARE AND STAFF CARE. AND MCLEOD WOULD LIKE YOU TO BELIEVE THAT
3 THEY WERE REQUIRED TO TALK TO STAFF CARE IF THEY WERE GOING TO
4 TERMINATE A PROVIDER WHICH WOULD BE MS. SHATTO IN THIS CASE.
5 AND IF YOU'LL SPECIFICALLY LOOK AT THE CONTRACT ON PAGE 197 IN
6 STAFF CARE'S SUBMISSION IT SAYS THAT THE CLIENT WHICH WOULD BE
7 MCLEOD IS SOLELY RESPONSIBLE FOR TERMINATING THE PROVIDER DUE
8 TO A PROVIDER POOR WORK PERFORMANCE. AND IN THIS SITUATION
9 THAT'S EXACTLY WHAT HAPPENED.

10 COMMISSIONER HUFFSTETLER: BUT MCLEOD DID NOT
11 REQUIRE THIS AS I RECALL A CONTRACT TO IT STAFF CARE THEY DID NOT
12 REQUIRE THEM TO HAVE WORKERS' COMPENSATION COVERAGE FOR
13 THEIR EMPLOYEES.

14 MS. HINDERSMAN: THAT'S CORRECT.

15 COMMISSIONER WILLIAMS: THAT'S PAGE 191?

16 MS. HINDERSMAN: PAGE 191, THAT'S RIGHT.

17 AND SO GOING TO THAT TERMINATION, ACTUALLY MCLEOD
18 EXERTED ITS CONTROL AND ITS RIGHT TO TERMINATE MS. SHATTO. AND
19 MR. FERGUSON ACTUALLY REPRESENTED AT THE HEARING THAT HE
20 EXERCISED HIS RIGHT TO TERMINATE THE CLAIMANT BECAUSE SHE COULD
21 NOT DO THE COMPLEX CASES.

22 SO AND FOLLOWING UP WITH MY ARGUMENTS FIRST THE RIGHT TO
23 CONTROL. IN THIS CASE THE BRIEFS SAY THAT BECAUSE---

24 COMMISSIONER HUFFSTETLER: BEFORE YOU GO THERE
25 COULD YOU CLARIFY THAT POINT? DID HE TERMINATE HIM OR DID HE

1 CONTACT STAFF CARE AND GIVE THEM 30 DAYS NOTICE THAT WE WANT
2 THIS PERSON OUT?

3 MS. HINDERSMAN: IN LOOKING AT THE DEPOSITION, I MEAN
4 THE HEARING TRANSCRIPT HE SAID THAT HE USED HIS RIGHT TO
5 TERMINATE MS. SHATTO, WE'LL HAVE TO LOOK AT THAT BECAUSE WE
6 PROBABLY WOULD DISAGREE, ALL OF US, ON IT. BUT BECAUSE SHE COULD
7 NOT HANDLE THE COMPLEX CASES. AND HE DID THAT AND HE EXERCISED
8 THAT RIGHT BEFORE HER CONTRACT ---

9 COMMISSIONER HUFFSTETLER: MAYBE I DIDN'T ASK MY
10 QUESTION WELL. THE ARGUMENT EARLIER WAS THAT MCLEOD WAS
11 REQUIRED TO GIVE 30 DAYS NOTICE TO STAFF CARE. DID HE GIVE THEM
12 THE 30 DAYS NOTICE OR DID HE JUST LET HER GO? -----

13 MS. HINDERSMAN: I'M NOT AWARE THAT HE GAVE THE 30
14 DAYS NOTICE. THEY ARE INDICATING THAT HE DID.

15 COMMISSIONER HUFFSTETLER: IS THERE ANY EVIDENCE
16 ON THAT?

17 MS. HINDERSMAN: NOT THAT I'M AWARE OF.

18 OUR POSITION IS THAT THE CLAIMANT WAS IN FACT LENT TO
19 MCLEOD. THEY DID CONTROL THE DETAILS. THEY MADE HER COMPLY
20 WITH THE DRESS CODE AS FAR AS THE IMPLIED CONTRACT THAT WAS
21 THERE, THEY DID HAVE HER SUBMIT TO ORIENTATION PROCESS, SHE WORE
22 A NAME TAG. SHE OBEYED AND FILED A CONFIDENTIALITY AGREEMENT.
23 SHE HAD TO REPORT TO THE HOSPITAL EVERY DAY AT 9:00 A.M. SHE
24 INDICATED SHE NEVER WAS LATE BUT THAT SHE IMAGINED THAT IF SHE
25 WAS LATE THAT MR. FERGUSON WHO SHE REFERRED TO AS HER

1 SUPERVISOR WOULD NOT HAVE BEEN HAPPY. MR. TORGERSON (PH) ALSO
2 TESTIFIED THAT PEOPLE LIKE MS. SHATTO WOULDN'T CALL HER HIS
3 SUPERVISOR BECAUSE THE ORGANIZATION LOOKS FOR HIM TO PROVIDE
4 LEADERSHIP.

5 I WOULD CONTEND THAT IF HE'S PROVIDING LEADERSHIP THAT HE'S
6 PROVIDING CONTROL OVER SOMEONE SUCH AS MS. SHATTO WHO HAD TO
7 GO TO HIM TO FIND OUT WHO TO ANESTHESIZE, TO FIND OUT WHAT TIME,
8 TO FIND OUT WHAT ORDER. THEY WERE CONTROLLING THE DETAILS.

9 MY ADVERSARIES WOULD ALSO LIKE YOU TO BELIEVE THAT IT WAS
10 ALL BECAUSE OF THE REQUIREMENTS UNDER THE LAW BUT MANY OF
11 THESE THINGS WERE NOT REQUIRED BY THE HOSPITAL ACCREDITATION.

12 ~~IN FACT MS. OCTAVIA WILLIAMS SLATE TESTIFIED AT THE HEARING THAT~~
13 MUCH OF THE PAPERWORK THAT MS. SHATTO FILLED OUT WAS, HAD
14 EMPLOYEE ON TOP. AND THAT THEY DID THAT BECAUSE THEY HAD TO
15 HAVE SO MANY DIFFERENT DOCUMENTS. WELL, IT DOESN'T MATTER WHY
16 THEY DIDN'T HAVE A DIFFERENT DOCUMENT FOR TO SHOW THAT THERE
17 WAS INDEPENDENT CONTRACTOR. AND SHE EVEN SAID THAT THEY WERE
18 NOT REQUIRED BY THE HOSPITAL ACCREDITATION TO HAVE EMPLOYEE
19 WRITTEN ON TOP OF ALL THESE DOCUMENTS THAT MS. SHATTO
20 COMPLETED.

21 AS FAR AS THE PAY, IN LENT EMPLOYEE CASES THAT WE HAVE A
22 SITUATION HERE WHERE STAFF CARE ULTIMATELY GETS REIMBURSED
23 DOLLAR FOR DOLLAR FOR EVERYTHING. MY ADVERSARIES CONTENDED
24 THAT THE HOSPITAL -- THAT THE HOTEL, THAT THE RENTAL CAR AND
25 THAT HER MALPRACTICE INSURANCE WAS PAID BY STAFF CARE. BUT IF

1 YOU'LL LOOK AT ALL THE APA SUBMISSIONS IT WAS ACTUALLY
2 REIMBURSED DOLLAR FOR DOLLAR BY MCLEOD. AND MR. TORGESON
3 ACTUALLY EVEN TESTIFIED THAT HE SIGNED OFF ON THE
4 REIMBURSEMENTS AND ALSO SIGNED OFF ON THE HOURS THAT WERE
5 SUBMITTED BECAUSE HE KNEW THEY WOULD BE BILLED FOR THESE
6 SERVICES. SO THIS IS NOT INDICATIVE OF STAFF CARE PAYING FOR THIS
7 BECAUSE THEY WERE BEING REIMBURSED EVERY SINGLE DOLLAR. AND
8 ALL OF THAT'S IN THE APA SUBMISSION SHOWING FOR THE HOTELS, FOR
9 THE RENTAL CAR, FOR THE PAYMENT, FOR THE MALPRACTICE.

10 AS FAR AS EQUIPMENT, MCLEOD PROVIDED THE BLOOD PRESSURE
11 CUFFS, THE PULSE OCHROMETERS, THE THERMOMETERS, THE SCRUB SUITS.
12 AND IN THEIR BRIEF THEY STATE THAT A LOT OF THIS EQUIPMENT IS
13 HEAVY AND THAT IT WOULD BE IMPRACTICAL FOR THEM NOT TO PROVIDE
14 THAT. HOWEVER, PULSE OCHROMETERS AND BLOOD PRESSURE CUFFS ARE
15 NOT HEAVY OR IMPRACTICAL AND THEY STILL PROVIDED ALL THAT. IN
16 FACT MS. SHATTO INDICATED THAT SHE WAS TOLD THAT SHE DID NOT
17 NEED TO BRING ANYTHING.

18 LIKE I SAID AS FAR AS THE RIGHT TO FIRE, MCLEOD EXERCISED
19 THAT RIGHT ON DECEMBER 28, 2007, A WEEK AFTER HER WORK ACCIDENT.
20 AND I MAINTAIN REAL QUICKLY THE WHOLE POINT OF THIS BAR AND
21 SERVICE DOCTRINE IN WORKERS' COMPENSATION MAKES COMPLETE
22 SENSE BECAUSE MCLEOD IS THE ONE WHO HAS A CONTROL OVER MS.
23 SHATTO. AND AFTER HER WORK ACCIDENT THEY CHOSE TO FIRE HER.
24 AND NOW THEY WANT STAFF CARE TO HOLD THE BAG WHEN THEY COULD
25 HAVE MAYBE LESSENED THE OVERALL EXPOSURE OF THIS WORKERS'

1 COMP CLAIM THROUGH T.T. BENEFITS.

2 ON THE OTHER HAND IF THEY CHOSE TO KEEP HER ON, WE HAD NO
3 CONTROL OVER THAT. IF THEY CONTINUED TO EMPLOY HER, WELL, THEN
4 SHE HAD LIGHT DUTY RESTRICTIONS. IF THEY ARE NOT COMPLYING WITH
5 THE LIGHT DUTY RESTRICTIONS AND SHE SUSTAINED ADDITIONAL
6 INJURIES THEY WANT STAFF CARE TO BE RESPONSIBLE FOR THAT. AT THE
7 END OF THE DAY STAFF CARE DID NOT HAVE CONTROL OF THE DETAILS
8 THAT WERE GOING ON ON A DAY TO DAY BASIS AT MCLEOD.

9 MS. BLUESTEIN: HOW MUCH TIME DO WE HAVE LEFT,
10 COMMISSIONER?

11 COMMISSIONER WILKERSON: EIGHT MINUTES AND 6
12 SECONDS, 4-SECONDS, 3-SECONDS.

13 MS. BLUESTEIN: I'M MARTY BLUESTEIN ON BEHALF OF THE
14 CLAIMANT AND THANK YOU FOR LETTING ME TAKE THE REST OF CANDY'S
15 TIME.

16 MR. SAMMATARO HAD TOLD YOU ALL THE REASONS THAT STAFF
17 CARE HAD CONTROL OVER MS. SHATTO. AND CANDY'S DONE A GOOD JOB
18 OF EXPLAINING ALL THE REASONS MCLEOD HAD CONTROL OVER MS.
19 SHATTO.

20 WHEN WE WENT TO THE HEARING I ADMITTED TO THE
21 COMMISSIONER THAT WE HAD ELEMENT OF CONTROL BY BOTH OF THESE
22 DIFFERENT GROUPS. AND REALLY IT WAS GOING TO BE A QUESTION OF
23 WHO HAD MORE CONTROL OVER HER EACH DAY. AFTER LISTENING TO
24 THE TESTIMONY FOR ALMOST 4 HOURS THAT DAY IN FLORENCE WHAT THE
25 COMMISSIONER DECIDED WAS REALLY ULTIMATELY MCLEOD WAS THE

1 ONE WHO WAS DIRECTING HOW SHE OPERATED DAY TO DAY. WHEN SHE
2 WALKED THEROUGH THE DOOR AT MCLEOD SHE COULDN'T JUST WILLY-
3 NILLY GO IN AND DECIDE WHO SHE WAS GOING TO ANESTHESIZE THAT
4 DAY. SHE HAD PROCEDURES SHE HAD TO FOLLOW. SHE HAD TO BE UNDER
5 THE DIRECTION OF A PHYSICIAN.

6 WHAT MCLEOD WANTS YOU TO THINK IS, GUYS, WE GOT ALL THESE
7 LAWS THAT REQUIRE US TO DO THAT. BUT IN WORKERS' COMPENSATION
8 NO ONE LOOKS AND SAYS, WHEN WE LOOK AT THESE NELSON FACTORS
9 AND WE LOOK AT CONTROL, NEVER DO WE ASK THE QUESTION IS THERE
10 ANOTHER OUTSIDE REASON, ANOTHER LAW THAT'S MANDATING THAT.
11 YOU NEVER GET INTO THAT IN WORKERS' COMP. WHAT WE GET INTO IS
12 THE AMOUT OF CONTROL THAT IS EXHIBITED OVER THAT EMPLOYEE.
13 THAT'S WHAT MAKES HER AN EMPLOYEE.

14 AND SO THEY HAVE ADDRESSED THOSE ISSUES AND THEY ARE IN
15 THE BRIEFS. AND I FEEL LIKE I WOULD BE BEATING YOU OVER THE HEAD
16 IF I GO INTO MORE DETAIL.

17 WHAT I DO WANT TO ADDRESS IS THE ARGUMENT THAT THIS IS AN
18 IDIOPATHIC INJURY. THIS ABSOLUTELY WAS NOT AN IDIOPATHIC INJURY.
19 AND SHE WAS NOT INCONSISTENT. IF YOU WILL LOOK BACK TO HER
20 DEPOSITION TESTIMONY SHE DID NOT DO A GREAT JOB OF DESCRIBING
21 HER FALL IN THE BEGINNING. AND WHEN FOLLOWED UP NEAR THE END OF
22 THE DEPOSITION TO GET MORE DETAILS ABOUT WHAT EXACTLY DO YOU
23 REMEMBER, WHAT SHE CLARIFIES AND SAYS IS THIS. IF YOU LOOK AT
24 PAGE 92 SHE SAYS, THERE WAS SOMETHING ON OR NEAR THE HEAD OF THE
25 BED WHICH I ONLY TOOK ONE STEP TO THE LEFT OF DOCTOR FOX TO GET

1 AROUND THE EQUIPMENT. I DON'T KNOW WHAT MY FOOT CAUGHT ON.
2 IT'S SOMETHING SURE DIDN'T MOVE. HE SAYS, WAS THERE ANYTHING ON
3 THE FLOOR. NOT THAT I RECALL. YOU SAY YOU DON'T KNOW WHAT YOUR
4 FOOT CAUGHT ON. DID YOU HAVE ANY SCUFF MARKS ON YOUR SHOE OR
5 ANYTHING? MY RIGHT SHOE WAS ACROSS THE ROOM.

6 SO SHE DIDN'T CATCH HER FOOT ON SOMETHING WHY IN THE
7 WORLD IS HER SHOE ACROSS THE ROOM? IT'S NOT ACROSS THE ROOM IF
8 SHE JUST FALLS. WE TALK ABOUT IDIOPATHIC FALLS WE'RE TALKING
9 ABOUT SOMEONE WHO HAS A BAD KNEE. I INDEED HAVE ONE. IF I WALK
10 ACROSS THE FLOOR AND MY KNEE JUST GIVES WAY, ABSOLUTELY THAT'S
11 AN IDIOPATHIC FALL. THIS IS NOT DESCRIBING AN IDIOPATHIC FALL. SHE
12 WAS JUST BEING QUITE HONEST ON THE FACT SHE DIDN'T KNOW WHAT
13 SHE TRIPPED ON.

14 COMMISSIONER WILLIAMS: THE FORM 12-A I BELIEVE
15 STATES THAT SHE CAUGHT HER FOOT ON SOMETHING AND OBVIOUSLY
16 THAT WOULD BE CONSISTENT WITH HER TESTIMONY.

17 MS. BLUESTEIN: ABSOLUTELY. AND THEN AGAIN AND SHE
18 WAS CONSISTENT IN HER HEARING TESTIMONY ON PAGE 39 WHERE SHE
19 SAYS, WHEN I TRIED TO SIT UP STAND BACK UP MY SHOE WAS STILL AT
20 THE HEAD OF THE BED. IT WAS NOT ON MY FOOT. I HAD TO GO AND GET
21 IT. IT WAS DEFINITELY BEYOND MY 5 FEET TALL.

22 SO AGAIN, THAT, THAT, THIS TESTIMONY IS NOT INCONSISTENT. IT'S
23 CLEARLY NOT AN IDIOPATHIC FALL. AND I JUST WANT TO CLEAR UP
24 THOSE QUESTIONS FOR THE COMMISSIONER. THANK YOU.

25 MR. SAMMATARO: JUST TO BE CLEAR, THE RECORD DOESN'T

1 SUPPORT THE ASSUMPTION MS. SHATTO WAS TERMINATED. THAT IS JUST
2 NOT THE CASE. MR. FERGUSON TESTIFIED THAT HE, WHEN STAFF CARE
3 AND MS. SHATTO BEFORE THE INJURY IN NOVEMBER OF 2007 SHE WAS
4 INJURED, SO WE REFER TO 2007, THAT HER SERVICES WOULD NO LONGER
5 BE NEEDED BECAUSE HE HAD FULL-TIME 3 REGULAR EMPLOYEES COMING
6 INTO MCLEOD.

7 AND AS FAR AS THE ABILITY TO CONTROL, SHE'S TALKING ABOUT,
8 MS. HINDERSMAN IS TALKING ABOUT A MEETING OF THE MINDS. AND
9 THAT'S ADDRESSED IN CASE LAW. THERE WAS NEVER A CONTRACT
10 EITHER EXPRESSED OR IMPLIED BETWEEN MCLEOD HOSPITAL AND MS
11 SHATTO. SHE TESTIFIED THAT SHE WANTED TO BE A LOCAL EMPLOYEE, A
12 TEMPORARY, PART-TIME EMPLOYEE BECAUSE IT PAYS BETTER, A LOT
13 BETTER AND YOU HAVE A LITTLE BIT OF ON TIME TO BE THERE. IF YOU'RE
14 NOT IN THE HOSPITAL UNDER THEIR RULES IF YOU DON'T LIKE IT YOU CAN
15 LEAVE. IF THEY DON'T LIKE YOU THEY CAN SEND YOU HOME. THAT'S ON
16 PAGE 74 OF THE CLAIMANT'S DEPOSITION TESTIMONY.

17 COMMISSIONER HUFFSTETLER: ISN'T THAT RULE IN THE
18 EMPLOYMENT IN REAL ESTATE?

19 MR. SAMMATARO: SOUTH CAROLINA IS COMPLETELY
20 (INAUDIBLE).

21 COMMISSIONER HUFFSTETLER: (INAUDIBLE)

22 MR. SAMMATARO: I'M SORRY, I'M HAVING TROUBLE
23 HEARING YOU, SIR.

24 COMMISSIONER HUFFSTETLER: I'LL JUST WITHDRAW THAT
25 QUESTION. GO HEAD. I DON'T WANT TO TAKE YOUR TIME.

1 MR. SAMMATARO: I'M SORRY. OKAY. TALKING ABOUT
2 DEGREES OF CONTROL. MS. BLUESTEIN MENTIONED DEGREES OF
3 CONTROL. IN DEFERENCE TO HER SHE'S A VERY GOOD ATTORNEY BUT
4 THAT'S NOT THE TEST UNDER SOUTH CAROLINA LAW. IF YOU LOOK AT
5 THE CASE LAW GILGORE VERSUS SOUTH CAROLINA EMPLOYMENT
6 COMMISSION, GILGORE JUST LIKE STAFF CARE WAS A TEMPORARY
7 AGENCY THAT PROVIDED WORKERS TO EMPLOYERS WHO NEEDED PART-
8 TIME TEMPORARY HELP. THE SUPREME COURT IN THAT CASE SAID THAT
9 THE TEMPORARY EMPLOYEES WERE EMPLOYEES OF THE STAFFING
10 AGENCY. AND ANY CONTROL THAT WAS EXERCISED BY THE CLIENTS OF
11 THE STAFFING AGENCY IT DID BECAUSE THAT AUTHORITY HAD BEEN
12 DELEGATED BY THE PRIMARY EMPLOYER. OUR ARGUMENT IS THAT STAFF
13 CARE IS A PRIMARY EMPLOYER IN THIS CASE.

14 AND ALSO THE TERMS OF THE ARGUMENT THAT, WELL, COMPLYING
15 WITH THESE REGULATIONS AND ACCREDITATION REQUIREMENTS
16 BASICALLY WHAT THEY ARE ASKING YOU TO SAY IS THAT ANY TIME A
17 PUNITIVE EMPLOYER IN SOUTH CAROLINA COMPLIES WITH ITS
18 OBLIGATIONS UNDER FEDERAL OR STATE LAW ITS CONVERTING ANY
19 TEMPORARY CONTRACT HELP TO FULL-TIME EMPLOYEES (INAUDIBLE)
20 UNDER THAT EMPLOYER'S WORKERS' COMPENSATION COVERAGE. AND IS
21 NOT THE LAW IN SOUTH CAROLINA.

22 I RECOMMEND THE GILMORE VERSUS EMPLOYMENT SECURITY
23 CASE AS ADDRESSING THE PRUDENT RELATIONSHIP BETWEEN A PART-
24 TIME AND TEMPORARY EMPLOYEE AND INDEPENDENT CONTRACTOR AND
25 A STAFF AGENCY LIKE STAFF CARE. THANK YOU VERY MUCH.

1 COMMISSIONER WILKERSON: THANK YOU. THIS
2 CONCLUDES THE HEARING.

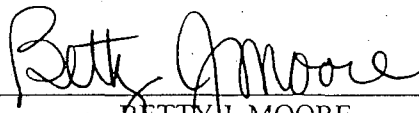
3 (WHEREUPON THIS HEARING WAS CONCLUDED)
4
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13

CERTIFICATE OF REPORTER

I, BETTY J. MOORE, CERTIFIED COURT REPORTER AND
NOTARY PUBLIC IN AND FOR THE STATE OF SOUTH CAROLINA,
DO HEREBY CERTIFY THAT THE TRANSCRIPT OF THE FOREGOING HEARING, TO THE
BEST OF MY ABILITY, IS A TRUE AND CORRECT TRANSCRIPT OF THE TESTIMONY.
SAID HEARING WAS REPORTED BY THE METHOD OF STENOGRAPHY WITH TAPE
RECORDED BACKUP.

I FURTHER CERTIFY THAT I AM NEITHER ATTORNEY NOR COUNSEL
FOR, NOR RELATED TO, NOR EMPLOYED BY ANY OF THE PARTIES CONNECTED TO
THE ACTION, NOR DO I HAVE ANY INTEREST, FINANCIAL OR OTHERWISE, IN THE
OUTCOME OF SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL
THIS 16TH DAY OF APRIL, 2009.

A handwritten signature in cursive script, reading "Betty J. Moore", is written over a horizontal line.

BETTY J. MOORE
CERTIFIED COURT REPORTER

NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES APRIL 19, 2015

SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION
COLUMBIA, SOUTH CAROLINA
WCC FILE NO. 0724433 & 0724543

EMPLOYEE/CLAIMANT: MILDRED H. SHATTO

EMPLOYER: McLEOD REGIONAL MEDICAL CENTER

INSURER: SELF-INSURED

EMPLOYER: STAFF CARE, INC.

INSURER: TRAVELERS



COPY

SOUTH CAROLINA WORKERS' COMPENSATION HEARING

PURSUANT TO NOTICE OF WORKERS' COMPENSATION
HEARING, THE WITHIN HEARING WAS TAKEN ON THE 21ST DAY OF
AUGUST, 2008, COMMENCING AT THE HOUR OF 10:26 A.M., IN
FLORENCE, SOUTH CAROLINA, BEFORE THE HONORABLE
BRYAN LYNDON, ATTENDED BY COUNSEL AS FOLLOWS:

JAN L. WHITWORTH
VERBATIM REPORTER

JAN L. WHITWORTH
COURT REPORTING SERVICES
POST OFFICE BOX 551
ROEBUCK, S.C. 29376

1 ALREADY SPOKEN TO THAT, BUT THE PAGES ARE FROM PAGES
2 153 TO 190. THERE WERE INVOICES SUBMITTED TO
3 McLEOD, AND THOSE ARE FOR WHAT THEY PAID HER FOR HER
4 HOURLY FEE, AND IT ALSO INCLUDED THE HOTEL
5 REIMBURSEMENT, AND ALSO THE RENTAL CAR
6 REIMBURSEMENT, AND THEN A LITTLE BIT MORE TO PAY FOR
7 THE PLACEMENT AGENCY SERVICE FOR ARRANGING ALL OF
8 THIS. SO, AS ALL THE DUST SETTLES, McLEOD IS PAYING
9 FOR THIS, AND THEY ARE ABLE TO DO SO, BECAUSE THEY
10 ARE THE ONES DERIVING THE BENEFIT OF MS. SHATTO'S
11 NURSING SERVICES AND PASSING THOSE ALONG TO THEIR
12 PATIENTS. BUT MS. SHATTO BENEFITTED FROM BEING AN
13 INDEPENDENT CONTRACTOR. SHE WILL TESTIFY THAT THERE
14 WAS LESS STRESS, AND I STATE NOT ONLY LEGALLY WOULD
15 IT BE INCORRECT BUT IT WOULD BE INEQUITABLE TO MAKE
16 STAFF CARE THE EMPLOYER OF MS. SHATTO BECAUSE IT'S
17 LIKE GIVING HER TWO BITES OF THE APPLE. SHE REAPS
18 THE REWARDS OF BEING AN INDEPENDENT CONTRACTOR AND
19 BEING PAID FOR AND GETTING TO CLAIM IT ON HER TAXES,
20 AND NOW, SHE COMES BACK TO STAFF CARE WANTING STAFF
21 CARE TO PAY FOR WORKER'S COMPENSATION BENEFITS. I
22 ALSO WOULD ASK THAT YOU LOOK AT THE FACT AS CONTROL,
23 YOU KNOW, MR. TERGENSEN, WHO WAS HER SUPERVISOR,
24 WOULD BE THE ONE WHO WAS UPSET, SHE WILL TESTIFY, IF
25 SHE WASN'T THERE ON TIME. STAFF CARE COULD NOT

1 PROVIDE ANY EQUIPMENT, BECAUSE THEY WEREN'T LICENSED
2 TO PRACTICE MEDICINE. SO, THEY COULDN'T PROVIDE HER
3 WITH SYRINGES AND THINGS SHE NEEDED TO PERFORM THE
4 SERVICES AS A NURSE. SHE WOULD SUBMIT AN INVOICE TO
5 STAFF CARE TO BE PAID. SHE USED McLEOD'S FAX
6 MACHINE, AND IF YOU WILL LOOK AT -- LET ME JUST SEE
7 WHAT NUMBER IT IS. IT IS EXHIBIT 20 IN STAFF CARE'S
8 APAs. THAT IS AN EXAMPLE OF AN INVOICE THAT MS.
9 SHATTO WOULD SUBMIT, AND IF YOU WILL NOTE, IT SAYS
10 "CLIENT SIGNATURE," AND IT IS MR. TERGERSEN WHO WAS
11 HER SUPERVISOR AT THE TIME, AND IT STATES "WE ARE
12 BEING BILLED BASED ON THIS VERIFICATION." SO, ALL
13 THAT STAFF CARE CARED ABOUT WAS THAT SHE SHOWED UP,
14 AND THEN THAT WAY THEY MADE SURE THAT THEY PAID HER
15 AND THEN THEY WERE REIMBURSED. LET ME JUST LOOK
16 OVER THIS. ALSO, AS WE WERE JUST TALKING ABOUT WITH
17 THE T.T.D. ISSUE, McLEOD TERMINATED THE CONTRACT
18 WITH MS. SHATTO, AND THEY GAVE HER THE 30-DAYS
19 NOTICE, AND IN DOING SO, IT WOULD ALSO BE
20 INEQUITABLE TO MAKE STAFF CARE PAY FOR BENEFITS
21 BEYOND THAT, BECAUSE IF STAFF CARE TRULY WAS THE
22 EMPLOYER THEN MAYBE THEY WOULD HAVE KEPT HER ON AS
23 AN EMPLOYEE FOR THE FULL LENGTH OF THE CONTRACT TO
24 MITIGATE THE DAMAGES SO THEY WEREN'T BEING FORCED TO
25 PAY T.T.D. FOR THOSE DAYS WHEN SHE SAID SHE WAS ABLE

1 A. RIGHT.

2 Q. SHE HAS TO BE ABLE TO HEAR YOU.

3 A. OKAY.

4 Q. DEE DEE, HOW OLD ARE YOU TODAY?

5 A. SIXTY-FIVE.

6 Q. WHAT'S YOUR DATE OF BIRTH?

7 A. NOVEMBER 12TH, 1942.

8 Q. AND TELL US A LITTLE BIT ABOUT YOUR EDUCATIONAL
9 BACKGROUND?

10 A. FINISHED HIGH SCHOOL IN 1960, STARTED NURSING SCHOOL
11 IN 1960 THREE MONTHS AFTER GRADUATION, FINISHED
12 NURSING SCHOOL IN 1963, WORKED AS A REGISTERED NURSE
13 UNTIL 1972 WHEN I WENT TO ANESTHESIA SCHOOL. I
14 FINISHED THAT IN 1974, AND I'VE WORKED AS A NURSE
15 ANESTHETIST SINCE THEN UNTIL THE 21ST OF DECEMBER OF
16 2007.

17 Q. OKAY. AND SO, WHEN YOU ARE TALKING ABOUT NURSING
18 SCHOOL AND NURSE ANESTHETIST, YOU HAVE CERTIFICATES
19 OR DIPLOMAS, CERTAIN CERTIFICATIONS THAT ALLOW YOU
20 TO BE A NURSE ANESTHETIST OR A REGISTERED NURSE?

21 A. I HAVE A DIPLOMA FROM NURSING SCHOOL. I HAVE A
22 DIPLOMA FROM ANESTHESIA SCHOOL. I HAVE CREDENTIALS
23 FROM THE AMERICAN ASSOCIATION OF NURSE ANESTHETISTS
24 THAT I CAN PRACTICE AS A QUALIFIED C.R.N.A., AND I
25 HAVE ONGOING EDUCATION THINGS EVERY TWO YEARS. I

1 HAVE TO ACCUMULATE SO MANY POINTS EVERY TWO YEARS TO
2 MAINTAIN THE LICENSES OR C.R.N.A.

3 Q. OKAY. AND DO YOU STILL HAVE THOSE LICENSES?

4 A. THEY ARE STILL ACTIVE.

5 Q. OKAY. YOU TESTIFIED IN YOUR EDUCATIONAL BACKGROUND
6 THAT YOU WORKED AS A NURSE FOR A PERIOD OF TIME AND
7 WENT BACK TO BECOME A NURSE ANESTHETIST, IS THAT
8 RIGHT?

9 A. THAT'S CORRECT.

10 Q. HAS YOUR ENTIRE CAREER BEEN IN NURSING?

11 A. YES.

12 Q. AND WHAT DIFFERENT TYPES OF NURSING HAVE YOU DONE?

13 A. IN 1960 WHEN I STARTED NURSING SCHOOL, IT WAS A
14 THREE-YEAR COURSE. FIRST, IT WAS SIX MONTHS OF
15 CLASS WORK. THEN WE WENT INTO THE HOSPITAL AND HAD
16 CLINICAL ASSIGNMENTS UNDER SUPERVISION UNTIL 1963
17 WHEN I GRADUATED, AND I STAYED AT THAT HOSPITAL AS A
18 REGISTERED NURSE IN CHARGE OF A UNIT -- A NURSING
19 UNIT, AND THAT WAS UNTIL ABOUT 1970 WHEN I APPLIED
20 FOR THE ANESTHESIA SCHOOL, AND I WAS ACCEPTED. IT
21 WAS AT THE SAME HOSPITAL. SO, I MOVED FROM THE
22 RECOVERY ROOM TO THE ANESTHESIA DEPARTMENT. I
23 STAYED THERE UNTIL 1989. I MOVED TO ANOTHER
24 HOSPITAL.

25 Q. LET ME STOP YOU FOR A MINUTE. IS YOUR ENTIRE

1 BACKGROUND BEEN EITHER AS A REGISTERED NURSE OR AS A
2 NURSE ANESTHETIST?

3 A. IT HAS.

4 Q. OKAY.

5 BY MS. BLUESTEIN:

6 AND JUST FOR TIME SAKE, COMMISSIONER, I THINK
7 YOU WILL AGREE, THERE IS A COPY OF HER RESUME IN THE
8 MATERIAL, PAGES 108 THROUGH 112. YOU CAN LOOK, BUT
9 IT CONFIRMS HER WORK BACKGROUND.

10 BY COMMISSIONER LYNDON:

11 AND UNLESS ANYONE DISAGREES, YOU EITHER LEAD
12 HER THROUGH HER BIOGRAPHY, OR IF IT'S IN THE FILE.

13 BY MS. BLUESTEIN:

14 DO Y'ALL OBJECT TO HIM JUST LOOKING ---

15 BY MR. BAREFOOT:

16 I DON'T HAVE A PROBLEM WITH THAT.

17 BY MS. HINDERSMAN:

18 I HAVE NO OBJECTION.

19 BY COMMISSIONER LYNDON:

20 SO, WE CAN MOVE RIGHT ON.

21 DIRECT EXAMINATION RESUMED BY MS. BLUESTEIN:

22 Q. DEE DEE, ARE YOU MARRIED?

23 A. I AM NOT.

24 Q. ARE YOU DIVORCED?

25 A. YES.

1 Q. DO YOU HAVE ANY CHILDREN?

2 A. I HAVE TWO.

3 Q. ARE THEY DEPENDENT UPON YOU?

4 A. NO.

5 Q. DO YOU HAVE ANY DEPENDENTS?

6 A. NO.

7 Q. I KNOW YOU HAVE A CAT. I KNOW THAT'S WHY YOU
8 HESITATED. OKAY, DEE DEE, LET'S GO AHEAD AND LET'S
9 FIRST TALK ABOUT YOUR WORK AT McLEOD REGIONAL
10 MEDICAL CENTER. WHEN DID YOU FIRST START WORKING AT
11 McLEOD?

12 A. BASICALLY THE MIDDLE OF NOVEMBER 2007.

13 Q. OKAY. AND HOW LONG DID YOU WORK THERE?

14 A. UNTIL THE END OF DECEMBER 2007.

15 Q. OKAY.. WHILE YOU WERE WORKING AT McLEOD, DID YOU
16 HAVE ANY SORT OF ACCIDENT OR INCIDENT WITH THEM?

17 A. I DID.

18 Q. TELL US EXACTLY WHAT HAPPENED, AND DO YOU RECALL
19 WHAT DATE IT WAS?

20 A. DECEMBER 21ST, 2007.

21 Q. OKAY. TELL US WHAT YOU WERE DOING THAT DAY.

22 A. I HAD A TYPICAL ASSIGNMENT FOR CASES THROUGHOUT THE
23 DAY, AND APPROXIMATELY 2:00 IN THE AFTERNOON, I HAD
24 A PATIENT SCHEDULED FOR AN ORTHOPAEDIC OR BONE
25 REPAIR FROM A MOTOR VEHICLE ACCIDENT, AND WE TOOK

1 HIM TO THE O.R. IN HIS REGULAR HOSPITAL BED, AND THE
2 ANESTHESIOLOGIST WHO WAS SUPERVISING ME SUGGESTED IT
3 WOULD BE EASIER FOR THE PATIENT IF WE PUT HIM TO
4 SLEEP, THE INDUCTION WHILE HE WAS STILL IN HIS
5 HOSPITAL BED, AND THEN MOVE HIM TO THE OPERATING
6 TABLE, AND THAT'S WHAT WE WERE PREPARING TO DO. I
7 WAS GETTING READY TO BEGIN HIS ANESTHESIA. WHEN THE
8 HEAD OF THE HOSPITAL BED WAS LOWERED TO A FLAT
9 POSITION, IT BECAME APPARENT THAT I WAS NOT GOING TO
10 BE ABLE TO INTUBATE THIS PATIENT, PUT A TRACHEAL
11 TUBE IN, BECAUSE HE WAS SO FAR SCRUNCHED DOWN IN THE
12 BED. SO, THE ANESTHESIOLOGIST SAID HE WOULD DO THAT
13 PART IF I WOULD GO AROUND AND ADMINISTER THE
14 ANESTHESIA DRUGS TO PUT HIM TO SLEEP. SO, I PICKED
15 UP THE SYRINGES I WAS GOING TO NEED AND BEGAN TO
16 WALK AROUND THE SIDE OF THE BED, THE LEFT SIDE, TO
17 GET TO HIS I.V., AND I NEVER GOT THAT FAR. IN THE
18 PROCESS OF MOVING FROM THE HEAD OF THE TABLE OR HEAD
19 OF THE BED TO THE SIDE OF THE BED, MY FOOT CAUGHT ON
20 SOMETHING, AND I FELL.

21 Q. TELL ME EXACTLY -- YOU SAY YOU WERE WALKING AROUND
22 TO THE SIDE OF THE BED. DO YOU KNOW EXACTLY WHAT
23 YOU FELL ON? HOW WOULD YOU DESCRIBE WHAT HAPPENED
24 TO YOU?

25 A. THE PATIENT'S BED WAS AN ELECTRIC ONE, SO IT HAD AN

1 ELECTRICAL CORD TO CONNECT IT. THERE WAS AN I.V.
2 POLE WITH THE PATIENT, AND IT HAD A PUMP ON IT, SO
3 THAT HAD A CORD TO BE PLUGGED IN, AND THERE WAS AN
4 EXTRA I.V. POLE ON IT AT THE HEAD OF THE BED TOWARDS
5 THE LEFT SIDE OF THE BED. I DON'T KNOW FOR SURE
6 WHAT MY FOOT CAUGHT ON, BUT IT WAS ONE OF THOSE
7 THREE THINGS: THE I.V. POLE OR CORDS FROM THE BED OR
8 THE PUMP.

9 Q. HOW DO YOU KNOW YOUR FOOT CAUGHT ON SOMETHING?

10 A. WHEN I TRIED TO SIT UP, STAND UP AFTER THE FALL, MY
11 SHOE WAS STILL AT THE HEAD OF THE BED. IT WAS NOT
12 ON MY FOOT. I HAD TO GO AND GET IT. IT WAS
13 DEFINITELY BEYOND MY FIVE-FOOT TALL.

14 Q. OKAY. DO YOU REMEMBER ANYTHING ABOUT YOUR MOVING
15 FROM THE HEAD OF THE BED WHEN YOU WERE MOVING TO PUT
16 THE DRUGS IN? DO YOU REMEMBER ANY SPECIFICS ABOUT
17 THE FALL?

18 A. I KNOW THAT I DIDN'T FALL KNEES FIRST OR HIPS FIRST
19 OR ARM FIRST. I HAD MY HANDS FULL OF THE SYRINGES,
20 AND THE FIRST THING THAT HIT THE FLOOR WAS MY HEAD,
21 AND IT BOUNCED. I HIT THE FLOOR TWICE WITH MY HEAD
22 AND THEN THE REST OF THE BODY. I WOULD LIKEN IT TO
23 AXING A TREE.

24 Q. YOU SAY YOU HAD YOUR HANDS FULL OF SYRINGES?

25 A. MM-HMM. (AFFIRMATIVE RESPONSE) YES.

1 A. YES.

2 Q. DO YOU RECALL WHAT YOU TRIPPED ON; DO YOU REMEMBER
3 IF YOUR FOOT HIT ANYTHING? WHAT EXACTLY DO YOU
4 REMEMBER?

5 A. IT WAS SO QUICK. I DON'T REALLY REMEMBER. I KNOW
6 THE FOOT SUDDENLY DIDN'T GO WITH ME.

7 Q. OKAY.

8 A. I HAD THE MOMENTUM, I WAS ALREADY WALKING, AND AS I
9 FELT, I THOUGHT "OH, NO," AND BOUNCED, AND TRIED TO
10 SIT UP, AND THEY WOULDN'T LET ME JUST SIT. THEY GOT
11 A CHAIR AND HELPED ME TO MY FEET AND TOOK ME OUT OF
12 THE OPERATING ROOM.

13 Q. YOU TESTIFIED THAT YOUR RIGHT FOOT WASN'T GOING WITH
14 YOU?

15 A. CORRECT. THAT'S THE SHOE THAT WAS STILL REMAINING
16 NEAR THE HEAD OF THE BED AFTER THE FALL.

17 Q. OKAY. YOU TESTIFIED EARLIER THAT YOU WERE IN THE
18 ROOM WITH AN ANESTHESIOLOGIST, AND THE
19 ANESTHESIOLOGIST WAS GOING TO INTUBATE THE PATIENT;
20 IS THAT CORRECT?

21 A. CORRECT.

22 Q. WERE YOU ALLOWED TO BE IN THE ROOM WITH THE PATIENT
23 BY YOURSELF AS A NURSE ANESTHETIST, OR I THINK YOU
24 ARE A C.R.N.A.; IS THAT WHAT'S IT CALLED?

25 A. AN ANESTHETIST, THE SHORT WAY TO PUT IT, YEAH. IT

1 STANDS FOR CERTIFIED REGISTERED NURSE ANESTHETIST,
2 ALSO KNOWN AS AN ADVANCED PRACTICE NURSE.

3 Q. OKAY. AT McLEOD, WERE YOU ALLOWED TO ANESTHETIZE
4 SOMEONE BY YOURSELF, OR WERE YOU REQUIRED TO BE IN
5 THE ROOM WITH AN ANESTHESIOLOGIST?

6 A. I COULD BRING THE PATIENT INTO THE ROOM, PUT THEM ON
7 THE OPERATING TABLE, PUT THEIR MONITORS ON, AND THEN
8 I HAD TO CALL THE ANESTHESIOLOGIST TO BE IN THE ROOM
9 BEFORE ANY DRUGS WERE ADMINISTERED.

10 Q. OKAY. AND THE ANESTHESIOLOGIST WAS IN THE ROOM WITH
11 YOU WHEN YOUR ACCIDENT HAPPENED, IS THAT RIGHT?

12 A. HE WAS.

13 Q. OKAY. YOU TESTIFIED ABOUT THE FALL. AT THE TIME OF
14 THE ACCIDENT, WHAT SYMPTOMS WERE YOU SUFFERING?

15 A. (PAUSE)

16 Q. AFTER YOU FELL, WHAT DID YOU NOTICE RIGHT AWAY, I
17 GUESS IS WHAT I SHOULD ASK.

18 A. AFTER I FELL, I HAD HEADACHE. I DIDN'T REALIZE THAT
19 MY EYE WAS ALREADY TURNING LAVENDER, BUT THE OTHER
20 FOLKS IN THE O.R. SAID "OH, MY GOSH. YOU ALREADY
21 LOOK TERRIBLE. YOU NEED TO GO TO THE O.R."

22 Q. SO, DID THEY TAKE YOU TO THE E.R.?

23 A. THEY DID. THEY TRANSFERRED ME FROM THE OPERATING
24 ROOM TO THE HALL IN A WHEELCHAIR, AND THEN PUT ME IN
25 A WHEELCHAIR AND TOOK ME TO THE E.R.

1 Q. DID THEY DO ANYTHING FOR YOU IN THE E.R.?

2 A. DR. BREWER, APPARENTLY THE E.R. PHYSICIAN, PALPATED
3 AROUND THE EYE, AROUND THE ORBIT AND THE FOREHEAD TO
4 SEE IF ANY BONES MIGHT BE BROKEN, AND HE HAD ONE OF
5 THE EMERGENCY ROOM TECHNICIANS TAKE ME TO A ROOM
6 WHERE I LOOKED AT THE EYE CHART, THE ONE YOU SEE IN
7 EVERYBODY'S OFFICE, AND I SAID "YES." I READ THE
8 LINES ALL THE WAY DOWN. SHE THEN WHEELED ME BACK TO
9 THE ROOM IN THE E.R., AND THE DOCTOR SAID, "WELL,
10 YOU JUST GO HOME AND REST. YOU PROBABLY NEED AN
11 EXTRA PILLOW ---

12 BY MR. BAREFOOT:

13 YOUR HONOR, OBJECTION AS TO HEARSAY BEFORE WE
14 GO DOWN THAT ROAD. WE HAVE THE EMERGENCY ROOM
15 REPORT IN EVIDENCE.

16 BY COMMISSIONER LYNDON:

17 AND I UNDERSTAND WHY YOU ARE GOING IN THE
18 DETAIL YOU ARE.

19 BY MS. BLUESTEIN:

20 RIGHT.

21 BY COMMISSIONER LYNDON:

22 I'M ASSUMING THAT ONE OF THE WITNESSES IS GOING
23 TO BE SOMEBODY THAT OBSERVED THE FALL, IS THAT
24 RIGHT, OR AM I WRONG?

25 BY MR. BAREFOOT:

1 NO, THAT'S FINE. WE CAN DO THAT.

2 DIRECT EXAMINATION RESUMED BY MS. BLUESTEIN:

3 Q. DEE DEE, SO, YOU WERE SEEN AT THE E.R. THE DAY OF
4 THE ACCIDENT, CORRECT?

5 A. CORRECT.

6 Q. OKAY. WERE YOU SCHEDULED TO WORK THE NEXT DAY?

7 A. I WAS NOT. THE NEXT DAY WAS SATURDAY, AND I WAS
8 OFF. SUNDAY, I WAS OFF. MONDAY WAS THE 24TH OF
9 DECEMBER WITH A VERY LIGHT OPERATING ROOM SCHEDULE,
10 SO KEITH TERGERSEN TOLD ME TO TAKE THE DAY OFF. HE
11 HAD PLENTY OF COVERAGE. TUESDAY WOULD BE CHRISTMAS
12 DAY; I DID NOT WORK. I RETURNED TO McLEOD ON
13 WEDNESDAY AND REPORTED FOR WORK WITH MY COLORFUL
14 BLACK EYE, WHICH WAS SPREADING DOWN TOWARDS MY CHIN,
15 FROM THE EYEBROW ON DOWN.

16 Q. OKAY. SO, YOU RETURNED TO WORK THAT WEDNESDAY AFTER
17 THE ACCIDENT AT McLEOD?

18 A. CORRECT.

19 Q. AND HOW MANY MORE DAYS DID YOU WORK FOR McLEOD?

20 A. I WORKED THAT WEDNESDAY, THURSDAY, AND THE FRIDAY.

21 Q. OKAY. AND WAS YOUR EMPLOYMENT ENDING AT McLEOD AT
22 THAT TIME?

23 A. KEITH TERGERSEN SAID SINCE THIS UPCOMING HOLIDAY FOR
24 NEW YEAR'S WITH A SIMILAR SITUATION FROM CHRISTMAS,
25 HE TOLD ME ON FRIDAY TO AGAIN TAKE MONDAY OFF; IT

1 WAS A LIGHT SCHEDULE, AND TUESDAY I WOULD HAVE BEEN
2 OFF FOR NEW YEAR'S DAY. SO, HE ESSENTIALLY SAID
3 "YOU DON'T NEED TO COME TO WORK, AND THAT WILL
4 COMPLETE YOUR CONTRACT. SO, ONCE YOU LEAVE FRIDAY,
5 YOU DON'T NEED TO COME BACK."

6 Q. AND LET'S CLARIFY BECAUSE WE HAVEN'T GOTTEN TO THIS
7 ON TESTIMONY. WHO IS KEITH TERGERSEN?

8 A. HE IS THE CHIEF C.R.N.A. AT McLEOD.

9 Q. AND WAS HE SOME SORT OF SUPERVISOR, OR WHY WOULD HE
10 BE THE ONE TO TELL YOU WHEN TO COME TO WORK OR WHEN
11 NOT TO COME TO WORK?

12 A. APPARENTLY FROM WHAT I SAW OF HIM AND WHAT HE DID
13 WHEN I SAW HIM, HE OCCASIONALLY ADMINISTERED
14 ANESTHESIA TO PATIENTS, AND HE WOULD COME FROM HIS
15 OFFICE OCCASIONALLY TO MAKE SURE EVERYBODY HAD
16 COFFEE BREAKS AND TO MAKE SURE THAT EVERYBODY HAD
17 LUNCH IN A TIMELY MANNER TO KIND OF FILL IN FOR THE
18 FOLKS.

19 Q. WHAT IS HIS POSITION, OR ARE YOU AWARE OF WHAT HIS
20 POSITION IS AT McLEOD?

21 A. NOW?

22 Q. AT THE TIME YOU WERE WORKING THERE?

23 A. IT WAS JUST CALLED -- HE WAS THE CHIEF C.R.N.A.
24 WHEN I TALKED TO THE PEOPLE AT McLEOD OVER THE PHONE
25 ABOUT WHAT I NEEDED TO BRING IN THE WAY OF MY

1 PERSONAL SUPPLIES FOR WORK -- SOME PLACES REQUIRE
2 THE NURSE ANESTHETIST BRING ALL OF HER BLOOD
3 PRESSURE CUFF AND STETHOSCOPE, INTUBATING MATERIALS.
4 McLEOD WAS WELL STOCKED IN THAT RESPECT, SO I DID
5 NOT NEED THOSE. BUT THE LADY I TALKED TO SAID, "TO
6 ANSWER YOUR QUESTION, I DON'T KNOW WHAT YOU NEED TO
7 BRING. CALL KEITH TERGERSEN. HE SHOULD BE ABLE TO
8 TELL YOU. HE IS THE HEAD C.R.N.A."

9 Q. OKAY. AND KEITH TERGERSEN IS THE ONE WHO TOLD YOU
10 NOT TO COME BACK ---

11 A. CORRECT.

12 Q. --- AFTER NEW YEAR'S?

13 A. CORRECT.

14 Q. IS HE ALSO THE ONE WHO TOLD YOU WHEN TO COME BACK
15 AFTER CHRISTMAS BREAK, OR WAS THAT ALREADY SCHEDULED
16 TO BE THAT WAY?

17 A. HE TOLD -- KEITH OR ONE OF HIS DESIGNATED -- KEITH
18 IS HEAD C.R.N.A. AND SPENDS A LOT OF TIME OUT OF THE
19 O.R. BEYOND THE BREAKS AND WHEN HE IS NEEDED, AND HE
20 PUTS A C.R.N.A., A FULL TIMER, IN CHARGE IN THE O.R.
21 AS FAR AS MAKING SURE THE SCHEDULE RUNS SMOOTHLY.
22 SO, THAT PERSON COULD HAVE TOLD ME ON BEHALF OF
23 KEITH.

24 Q. BUT, KEITH, I GUESS, IS IN CHARGE OF THE C.R.N.A.s
25 AT McLEOD; IS THAT WHAT YOUR TESTIMONY IS?

1 A. THAT IS CORRECT.

2 Q. OKAY. SO, HE IS THE ONE WHO SAID "DON'T COME BACK"?

3 A. CORRECT.

4 Q. OKAY, GOT IT. SO, YOUR EMPLOYMENT THEN ENDED
5 COMPLETELY. IT WASN'T JUST FOR THE HOLIDAYS, AND
6 YOU WERE DONE AT McLEOD, IS THAT RIGHT?

7 A. THAT IS CORRECT. HE INFORMED ME THAT THE NEW
8 CURRENT C.R.N.A.s WERE COMING AT THE BEGINNING OF
9 THE YEAR.

10 Q. OKAY. LET'S TALK A LITTLE BIT ABOUT ONCE YOU WENT
11 BACK HOME, AND YOU LIVE IN LAKE WYLIE, IS THAT
12 RIGHT?

13 A. THAT IS CORRECT.

14 Q. OKAY. DID YOU BEGIN TO LOOK FOR WORK SOMEWHERE ELSE
15 OTHER THAN McLEOD?

16 A. YES, I DID.

17 Q. OKAY. AND HOW LONG DID YOU LOOK FOR WORK, AND HOW
18 SERIOUSLY DID YOU LOOK FOR WORK, AND WHEN DID YOU
19 STOP LOOKING FOR WORK?

20 A. I BEGAN LOOKING FOR WORK PROBABLY SHORTLY AFTER THE
21 HOLIDAYS, AND I WENT ON THE COMPUTER TO NURSE
22 ANESTHETISTS EMPLOYMENT SITES, AND LOOKED THROUGH
23 THEM READING BRIEF SUMMARIES OF WHAT THE JOB
24 ENTAILED, AND I FOUND SEVERAL THAT MET THE CRITERIA
25 THAT I WANTED, AND I WROTE TO THEM AND BEGAN THE

1 CREDENTIALING AND THE RESUME AND ALL THE PAPERWORK
2 THAT IT TAKES TO GET INTO A NEW HOSPITAL.

3 Q. DID YOU FEEL LIKE YOU WERE PHYSICAL ABLE IN THAT
4 JANUARY TIME FRAME TO GO OUT AND DO A JOB WHILE YOU
5 WERE LOOKING FOR THE JOB?

6 A. NO. THE BLACK EYE WAS PRETTY VIVID, AND I REALLY
7 DIDN'T THINK AN EMPLOYER WOULD WANT ME TO COME WITH
8 A BLACK EYE WITH GREENS AND YELLOWS FROM MY EYEBROW
9 DOWN TO MY CHIN.

10 Q. SO, YOU WERE LOOKING FOR WORK, BUT YOU DIDN'T FEEL
11 LIKE YOU WERE ABLE TO LOOK FOR WORK?

12 BY MR. BAREFOOT:

13 OBJECTION AS TO LEADING. I THINK SHE JUST
14 ANSWERED THAT QUESTION, YOUR HONOR.

15 BY COMMISSIONER LYNDON:

16 AND I GET THE GIST OF WHAT SHE SAID, AND TRY
17 NOT TO SUGGEST THE ANSWER, PLEASE.

18 BY MS. BLUESTEIN:

19 OKAY.

20 DIRECT EXAMINATION RESUMED BY MS. BLUESTEIN:

21 Q. SO, YOU LOOKED FOR WORK IN JANUARY?

22 A. YES.

23 Q. DID YOU ACCEPT ANY WORK IN JANUARY?

24 A. I DID A PRELIMINARY AGREEMENT STILL WITH MORE
25 PAPERWORK TO FOLLOW. THE JOB DIDN'T START UNTIL

1 APRIL, AND I CERTAINLY THOUGHT THAT THE BLACK EYE
2 WOULD BE GONE BY THEN, AND I WOULD BE ABLE TO WORK.

3 Q. SO, YOU DID SOME PRELIMINARY PAPERWORK FOR A JOB
4 THAT WOULD START IN APRIL, BUT YOU DID THAT IN
5 JANUARY, IS THAT CORRECT?

6 A. CORRECT.

7 Q. ALL RIGHT. WERE YOU ABLE TO, OR DID YOU EVER START
8 THAT JOB IN APRIL?

9 A. I DID NOT. BY APRIL, NOTHING ON MY RIGHT SIDE
10 WORKED.

11 Q. AND WHO WAS THAT PRELIMINARY PAPERWORK DONE WITH;
12 WHERE WAS THAT JOB GOING TO BE, IF YOU RECALL?

13 A. IT WAS ALONG THE NORTH CAROLINA COASTLINE.

14 Q. ALL RIGHT. LET'S BACK UP AND TALK A LITTLE BIT
15 ABOUT YOUR JOB AT McLEOD OR YOUR WORK AT McLEOD.
16 YOU TESTIFIED THAT KEITH TERGERSEN WAS THE CHIEF
17 C.R.N.A.?

18 A. CORRECT.

19 Q. OKAY. IS THAT WHO YOU REPORTED TO WHEN YOU WENT TO
20 McLEOD THE VERY FIRST DAY?

21 A. ON THE FIRST DAY, YES. HE WAS IN THE O.R., AND I
22 REPORTED TO THE O.R.

23 Q. OKAY. AND ON THAT FIRST DAY, DID YOU WORK
24 IMMEDIATELY THE FIRST DAY? DID YOU HAVE ANY SORT OF
25 TRAINING? WHAT EXACTLY HAPPENED WHEN YOU WENT TO

1 McLEOD?

2 A. I HAD AN ORIENTATION BY KEITH TO THE LAYOUT OF THE
3 O.R. AND SUPPLY ROOM. IT'S A RATHER LARGE AREA, AND
4 YOU COULD EASILY GET LOST IN IT. HE EVEN GAVE ME A
5 MAP OF THE O.R.

6 Q. OKAY. SO, YOU HAD AN ORIENTATION. TELL US ABOUT A
7 TYPICAL DAY WHEN YOU SHOWED UP TO WORK AT McLEOD.
8 WHAT WAS EXPECTED OF YOU?

9 A. I WAS EXPECTED TO BE THERE AT 9:00 IN THE MORNING,
10 GET MY ASSIGNMENT FROM THE C.R.N.A. WHO WAS IN
11 CHARGE THAT DAY. ALL THE OPERATING CASES WERE
12 LISTED ON A WHITE BOARD: PHYSICIAN'S NAME, PATIENT,
13 PROCEDURE, ROOM, AND AT THE TIMES, THEY WOULD HAVE
14 MY ASSIGNMENT. IT WOULD HAVE A LITTLE MAGNETIC
15 THING WITH MY NAME ON IT, AND I KNEW WHERE I WAS TO
16 GO. SOMETIMES, IT WASN'T UP THERE, AND I HAD TO
17 SEEK OUT THE C.R.N.A. WHO WAS IN CHARGE OF SEEING
18 THAT THE ANESTHESIA DEPARTMENT DIDN'T DELAY
19 ANYTHING.

20 Q. NOW, YOU TESTIFIED EARLIER THAT ON THE DAY OF YOUR
21 ACCIDENT, YOU WERE IN THE OPERATING ROOM WITH AN
22 ANESTHESIOLOGIST. WERE YOU ALWAYS IN A ROOM WITH AN
23 ANESTHESIOLOGIST; WERE YOU ALWAYS PAIRED WITH AN
24 ANESTHESIOLOGIST?

25 A. AN ANESTHESIOLOGIST HAD TO BE IN THE ROOM BEFORE ANY

1 DRUGS WERE ADMINISTERED TO THE PATIENT FOR
2 ANESTHESIA.

3 Q. WHEN YOU LOOKED UP AT THE BOARD, AND I ASSUME IT WAS
4 MAYBE SOMETHING LIKE THAT BOARD ACROSS THAT WALL?

5 A. CORRECT.

6 Q. WAS YOUR NAME NEXT TO AN ANESTHESIOLOGIST THAT YOU
7 WERE ASSIGNED TO THAT DAY, OR DID YOU SWITCH
8 ANESTHESIOLOGISTS THROUGHOUT THE DAY?

9 A. BASICALLY, THE ANESTHESIOLOGISTS HAD ALSO BEEN
10 ASSIGNED USUALLY BY ROOMS. THEY TAKE ALL THE CASES
11 IN A PARTICULAR ROOM. IN THE AFTERNOON TIMES AS
12 PEOPLE STARTED TO GO HOME, ONE ANESTHESIOLOGIST
13 MIGHT LEAVE AND I WOULD HAVE A DIFFERENT ONE.

14 Q. SO, YOU WORKED WITH DIFFERENT ANESTHESIOLOGISTS
15 THROUGHOUT THE DAY?

16 A. YES.

17 Q. OKAY, THROUGHOUT YOUR TIME THERE?

18 A. YES.

19 Q. AND YOU NEVER ANESTHETIZED ANYONE AT McLEOD WITHOUT
20 BEING UNDER THE DIRECTION OF AN ANESTHESIOLOGIST?

21 A. THAT IS CORRECT.

22 Q. OKAY. SO, YOU WOULD GO IN. DID YOU HAVE ANY SORT
23 OF UNIFORM THAT YOU WORE AT McLEOD?

24 A. McLEOD PROVIDED US IN THE WOMEN'S LOCKER ROOM WITH
25 SCRUBB SUITS. THEY ALSO HAD DISPOSABLE PAPER HATS

1 AVAILABLE AND BOOTIES, PAPER BOOTIES, IF YOU NEEDED
2 THEM.

3 Q. DID THE SCRUBBS THAT YOU WORE, DID THEY HAVE
4 McLEOD'S NAME ON THEM; DO YOU RECALL?

5 A. I BELIEVE THEY DID.

6 Q. OKAY. DID YOU HAVE TO WEAR ANY SORT OF NAME TAG
7 WHILE AT McLEOD?

8 A. YES, I DID.

9 Q. AND DID IT HAVE YOUR NAME ON IT, I WOULD GUESS?

10 A. MY NAME, MY PICTURE, AND THE DEPARTMENT I WAS
11 WORKING IN, AND IT SAID "McLEOD REGIONAL MEDICAL
12 CENTER" IF I REMEMBER CORRECTLY.

13 Q. OKAY. DID YOU FURNISH EQUIPMENT WHILE YOU WERE AT
14 McLEOD, OR DID McLEOD FURNISH THE EQUIPMENT?

15 A. THE EQUIPMENT I USED WAS FROM McLEOD. IT WAS THEIR
16 PROPERTY.

17 Q. AND WHAT SORTS OF EQUIPMENT DID THAT PROVIDE FOR YOU
18 TO ALLOW YOU TO DO YOUR JOB?

19 A. WE'LL START WITH THE ANESTHESIA MACHINE, THE
20 MONITORING EQUIPMENT, BLOOD-PRESSURE CUFFS, PULSE
21 OXIMETERS, TEMPERATURES WERE THE BASICS. DEPENDING
22 ON THE CASE, WE WOULD DO MORE INVOLVED MONITORING
23 CALLED INVASIVE MONITORING.

24 Q. OKAY. SO, IS IT YOUR TESTIMONY THAT ANY TYPE OF
25 MACHINES OR EQUIPMENT THAT YOU NEEDED WAS PROVIDED

1 BY McLEOD?

2 A. YES, IT WAS.

3 Q. WAS ANY EQUIPMENT PROVIDED TO YOU BY STAFF CARE?

4 A. NO.

5 Q. OKAY. YOU TESTIFIED EARLIER THAT YOU WERE EXPECTED
6 TO BE THERE AT 9:00 IN THE MORNING, IS THAT RIGHT?

7 A. YES, MA'AM.

8 Q. COULD YOU BE FIRED IF YOU WEREN'T THERE AT 9:00 IN
9 THE MORNING?

10 A. I DON'T REALLY KNOW, BECAUSE IT NEVER CAME UP.

11 Q. DID YOU THINK YOU WOULD BE FIRED IF YOU WEREN'T
12 THERE AT 9:00 IN THE MORNING?

13 A. I WOULD CERTAINLY THINK I WOULD BE REPRIMANDED, BUT
14 IF IT WAS THE FIRST OFFENSE, AND PROBABLY IF THERE
15 WAS A SECOND OFFENSE, I WOULD BE LET GO.

16 Q. OKAY. HOW WERE YOU PAID WHILE YOU WORKED AT McLEOD?

17 A. THEY REQUIRED A DIRECT -- STAFF CARE HAD FORMS FOR
18 ME TO FILL OUT TO SEND IN. THEY HAD DIRECT DEPOSIT,
19 AND THE CHECKS WERE WRITTEN FROM STAFF CARE.

20 Q. SO, YOU RECEIVED DIRECT-DEPOSIT PAYMENTS FROM STAFF
21 CARE INTO YOUR PERSONAL ACCOUNT?

22 A. YES.

23 Q. OKAY. DO YOU KNOW IF TAXES WERE TAKEN OUT?

24 A. I DON'T BELIEVE THEY WERE.

25 Q. OTHER THAN FOR THE HOURS THAT YOU WORKED, WERE YOU

1 PAID OR DID YOU RECEIVE ANYTHING ELSE, FOR INSTANCE
2 WAS THERE ANY SORT OF FOOD ALLOWANCE OR ANY SORTS OF
3 OTHER THINGS LIKE THAT PAID TO YOU?

4 A. I HAD A \$25 A DAY MEAL ALLOWANCE AND IF I HAD
5 OVERTIME, WHICH WAS VERY LITTLE, THAT WOULD HAVE
6 COME FROM McLEOD THROUGH THEM. THEY PAID \$25 A DAY.
7 THEY PROVIDED THE RENTAL CAR, AND I PROVIDED THE
8 GAS. THEY PROVIDED THE ROOM.

9 Q. OKAY, WHEN YOU SAY "THEY," YOU NEED TO BE SPECIFIC.

10 A. I'M SORRY.

11 Q. THAT'S OKAY. WHO PROVIDED THE RENTAL CAR FOR YOU?

12 A. STAFF CARE.

13 Q. OKAY, SO, STAFF CARE PROVIDED YOU WITH A RENTAL CAR.
14 WHO PROVIDED YOU WITH HOUSING?

15 A. STAFF CARE ARRANGED THAT AS FAR AS I KNOW.

16 Q. OKAY.

17 BY COMMISSIONER LYNDON:

18 I HATE TO INTERRUPT BUT THE MEAL ALLOWANCE?

19 DIRECT EXAMINATION RESUMED BY MS. BLUESTEIN:

20 Q. AND WHO PAID YOU THE \$25 A DAY MEAL ALLOWANCE?

21 A. AGAIN, THAT CAME IN MY CHECK FROM STAFF CARE.

22 Q. OKAY. SO, YOU NEVER RECEIVED A BILL FROM THE RENTAL
23 CAR OR THE HOUSING?

24 A. NO.

25 Q. OKAY. AND YOUR TESTIMONY IS THAT WAS ALL ARRANGED

1 THROUGH STAFF CARE?

2 A. YES.

3 Q. OKAY. LET'S TALK A LITTLE BIT ABOUT THE RENTAL CAR.
4 DID YOU HAVE ANY SORT OF INCIDENT WITH YOUR RENTAL
5 CAR WHILE YOU WERE WORKING AT McLEOD?

6 A. I DID.

7 Q. WHAT SORT OF INCIDENT DID YOU HAVE?

8 A. ON MY WAY BACK TO THE HOTEL AFTER WORK ONE
9 AFTERNOON, I CLIPPED THE RIGHT REAR BUMPER OF A CAR
10 THAT I WAS ATTEMPTING TO PASS.

11 Q. OKAY. WERE YOU INJURED IN THAT ACCIDENT?

12 A. I WAS NOT.

13 Q. WHEN YOU HAD THAT FENDER BENDER, WHO DID YOU CONTACT
14 ABOUT THE FENDER BENDER?

15 A. I CALLED STAFF CARE.

16 Q. HAD YOU BEEN INSTRUCTED TO CONTACT STAFF CARE IF YOU
17 HAD ANY PROBLEMS WITH THE RENTAL CAR, OR DO YOU
18 RECALL?

19 A. I DON'T RECALL, BUT I FIGURED THAT SINCE THEY -- I
20 THOUGHT THEY HAD GOTTEN ME THE CAR, I SHOULD TELL
21 THEM THAT I HAD AN ACCIDENT.

22 Q. DID YOU TAKE OUT ANY SORT OF INSURANCE ON THE RENTAL
23 CAR?

24 A. THEY HAD INSURANCE, AND THEY TOLD ME NOT TO GET ANY
25 OTHER INSURANCE.

1 Q. AND WHEN YOU SAY "THEY HAD INSURANCE," WHO IS THEY?

2 A. STAFF CARE.

3 Q. OKAY. SO, STAFF CARE HAD INSURANCE ON YOUR RENTAL
4 CAR?

5 A. YES.

6 Q. OKAY. DID YOU EVER HAVE TO PAY ANYTHING FOR THE
7 FENDER BENDER? DID YOU GET BILLS OR ANYTHING AS A
8 RESULT OF THE FENDER BENDER?

9 A. I DID NOT GET ANY BILLS. I WAS CALLED BY STAFF
10 CARE'S INSURANCE COMPANY.

11 Q. OKAY. YOU SAY THAT YOU GOT PER DIEM AND HOUSING WAS
12 PAID FOR AND THE RENTAL CAR WAS PAID FOR. DID YOU
13 DO ANY SORT OF PAPERWORK WITH ALL OF THAT, OR WAS
14 THAT DONE BY SOMEONE OTHER THAN YOU?

15 A. I WAS GIVEN FORMS TO FILL OUT AND SEND IN FRIDAY
16 AFTERNOONS, AND THAT WAS THE HOURS I WORKED
17 NORMALLY, AND THAT WAS 40 HOURS A WEEK GUARANTEED,
18 OCCASIONAL OVERTIME, AND I DID USE MCLEOD'S O.R. FAX
19 MACHINE TO FAX THE INFORMATION TO IRVING, TEXAS, TO
20 STAFF CARE.

21 Q. DID YOU GET ANY SORT OF PAPERWORK FROM THE HOTEL AND
22 PRESENT EITHER TO MCLEOD OR STAFF CARE?

23 A. NO, I DIDN'T.

24 Q. DID YOU GET ANY SORT OF PAPERWORK REGARDING A RENTAL
25 CAR AND PRESENT IT EITHER TO MCLEOD OR STAFF CARE?

1 A. WHEN I PICKED UP THE RENTAL CAR, I HAD THE PINK COPY
2 AND HAD TO KEEP THAT IN THE CAR, LIKE THE
3 REGISTRATION FOR IT.

4 Q. BUT THE CHARGES FOR THE RENTAL CAR, ---

5 A. NO.

6 Q. --- DID YOU HAVE TO EITHER GET THAT TO McLEOD OR
7 STAFF CARE FOR PAYMENT?

8 A. NO.

9 Q. OKAY. WHEN YOU TOOK THE JOB WITH McLEOD, WHO DID
10 YOU DISCUSS THAT WITH? WHO WERE YOU SPEAKING WITH
11 ABOUT THAT JOB AT McLEOD?

12 A. INITIALLY, I DEALT SOLELY WITH STAFF CARE AND THEIR
13 RECRUITMENT PEOPLE AND ON INTO THEIR PAY PEOPLE, AND
14 ONCE THINGS HAD BEEN SOLIDIFIED THAT I WAS GOING TO
15 GO TO McLEOD AND I HAD BEEN ACCEPTED, THEN I WAS
16 GIVEN A PHONE NUMBER -- MAYBE TWO PHONE NUMBERS TO
17 CALL TO GET DIRECTIONS TO McLEOD, AND I DEALT THEN
18 WITH McLEOD AS FAR AS ANYTHING ELSE I NEEDED RATHER
19 THAN STAFF CARE EXCEPT FOR THE CAR.

20 Q. DO YOU KNOW WHERE STAFF CARE IS LOCATED?

21 A. TO THE BEST OF MY KNOWLEDGE, THEIR HEAD OFFICE IS IN
22 IRVING, TEXAS.

23 Q. DID YOU EVER TRAVEL TO TEXAS TO TALK TO PEOPLE WITH
24 STAFF CARE?

25 A. I DID NOT.

1 Q. HOW DID YOU COMMUNICATE WITH STAFF CARE?

2 A. INITIALLY BY E-MAIL, AND DURING THE COURSE OF THE
3 CREDENTIALING AND GETTING EVERY READY FOR THE FOLKS,
4 I USED FAX, E-MAIL, AND PHONE CALLS.

5 Q. ANY PAPERWORK THAT WAS SIGNED, WAS THAT SIGNED IN
6 TEXAS OR IN SOUTH CAROLINA?

7 A. I ACTUALLY SIGNED THEM IN SOUTH CAROLINA IN MY HOME.

8 Q. OKAY. AND WHEN YOU ACCEPTED THE JOB WITH McLEOD,
9 DID YOU DO THAT IN WRITING, OR DID YOU DO IT
10 VERBALLY?

11 A. THE PAPERWORK THAT STAFF CARE SENT ME, I DO BELIEVE
12 THERE WAS SOME FORM FROM STAFF CARE THAT I SIGNED,
13 BUT I AM NOT QUITE SURE.

14 Q. THAT'S FINE. BUT WHEN YOU ACCEPTED THAT JOB, YOU
15 WERE IN SOUTH CAROLINA WHEN YOU DID THAT?

16 A. YES.

17 Q. OKAY. YOU TESTIFIED EARLIER THAT ON A NORMAL DAY
18 YOU WOULD REPORT TO WORK AT 9:00, AND YOU WOULD
19 REPORT TO THE HEAD C.R.N.A. FOR THAT DAY, IS THAT
20 RIGHT?

21 A. YES, I WOULD GO TO THE O.R. AFTER CHANGING CLOTHES,
22 AND IF MY NAME WAS ON THE WHITE BOARD ALREADY, THEN
23 I WOULD START WITH THE NORMAL MORNING PROCEDURES FOR
24 SETTING UP CASES. IF MY NAME WAS NOT ON THE BOARD,
25 THEN I WOULD SEEK OUT WHICHEVER ONE OF THE FULL-TIME

1 C.R.N.A.s, AND THEN THEY WOULD SEND ME WHEREVER THEY
2 NEEDED ME.

3 Q. OKAY. THROUGHOUT THE DAY, DID YOU THEN REPORT TO
4 THAT HEAD C.R.N.A., OR WHO DID YOU REPORT TO
5 THROUGHOUT THE DAY AS YOU WERE DOING YOUR DUTIES?

6 A. I DID NOT HAVE TO REPORT TO ANYONE FOR ASSIGNED
7 CASES. IF THE ROOM GOT FINISHED, IF WE HAD DONE ALL
8 THE CASES IN A PARTICULAR ROOM, THEN I WOULD GO TO
9 THAT C.R.N.A. WHO WAS IN CHARGE AND SAY, "WHAT DO
10 YOU WANT ME TO DO NEXT? WHERE DO YOU WANT ME TO
11 GO?" THAT WAS USUALLY BY MID-AFTERNOON, AND THEY
12 COULD START SENDING SOME OF THE THEIR EARLY FOLKS
13 WHO HAD STARTED AT 6:00 IN THE MORNING HOME, AND I
14 COULD TAKE OVER A CASE AND FINISH IT.

15 Q. SO, THROUGHOUT THE DAY IF YOU HAD QUESTIONS ABOUT
16 WHAT YOU WERE DOING, YOU WOULD REPORT TO THAT HEAD
17 C.R.N.A.?

18 A. NO, I WOULD USUALLY JUST CALL -- IF IT WAS A PROBLEM
19 WITH A PATIENT, I WOULD CALL THE ANESTHESIOLOGIST.

20 Q. OKAY. SO, THE ANESTHESIOLOGIST -- ARE YOU SAYING IF
21 A SPECIFIC PATIENT YOU WERE WORKING ON IF YOU HAD A
22 PROBLEM, YOU WERE DEALING WITH THE ANESTHESIOLOGIST?

23 A. YES.

24 Q. AND IF THERE WAS A PROBLEM WITH SCHEDULING, YOU WERE
25 DEALING ---

1 A. THEN I WOULD GO TO ---

2 Q. --- WITH THE HEAD C.R.N.A.?

3 A. --- THE C.R.N.A. OR UP TO KEITH.

4 Q. OKAY. WERE YOU UNDER THE DIRECTION OF THE
5 ANESTHESIOLOGIST WHILE YOU WERE WORKING?

6 A. HE WASN'T CONTINUALLY IN THE ROOM, BUT HE WAS
7 CONTINUALLY AVAILABLE.

8 Q. WAS THE ANESTHESIOLOGIST REQUIRED TO BE THERE
9 THROUGHOUT THE ANESTHETIZING PROCESS?

10 A. HE WAS TO BE THERE DURING THE INDUCTION OF THE
11 ANESTHESIA UNTIL THE PATIENT WAS STABLE AND HE WAS
12 COMFORTABLE WITH ME AND THE PATIENT GETTING READY
13 FOR THE SURGERY, AND THEN HE WOULD LEAVE.

14 Q. OKAY. WHO PROVIDED MALPRACTICE INSURANCE FOR YOU?

15 A. STAFF CARE.

16 Q. FOLLOWING YOUR ACCIDENT AT MCLEOD, DID YOU SEEK
17 MEDICAL TREATMENT FROM SOMEWHERE OTHER THAN MCLEOD
18 EMERGENCY ROOM?

19 A. EVENTUALLY I DID. IT WAS NOT WITHIN THE NEXT COUPLE
20 OF DAYS. I HAD A BIG BLACK EYE AND JUST SORE AND
21 STIFF. WHEN THE SORE AND STIFF SUBSIDED IN OTHER
22 PARTS, THE RIGHT SHOULDER DID NOT, SO THAT'S WHEN I
23 WENT TO MY PRIMARY PHYSICIAN WHO DID REGULAR X-RAYS
24 OF THE SHOULDER AND THEN SAID "YOU NEED AN M.R.I.,"
25 AND I LOOKED AT HER BECAUSE I KNOW M.R.I.s ARE

1 LET'S START WITH SOME BASICS. YOU TESTIFIED EARLIER
2 THAT YOU ARE A LICENSED CERTIFIED REGISTERED NURSE
3 ANESTHETIST; IS THAT RIGHT?

4 A. THAT IS CORRECT.

5 Q. YOU ARE CREDENTIALLED BY THE A.A.N.A.?

6 A. CORRECT.

7 Q. AMERICAN ASSOCIATION OF NURSE ANESTHETISTS?

8 A. CORRECT.

9 Q. YOU ARE ALSO GOVERNED BY STATUTES IN CERTAIN STATES,
10 AREN'T YOU?

11 A. YES, SIR.

12 Q. I WENT TO THE A.A.N.A. WEBSITE. HAVE YOU EVER BEEN
13 THERE?

14 A. YES.

15 Q. THIS CITED ME THE REGULATORY CONCERN YOU HAVE IN
16 SOUTH CAROLINA TO A STATUTE CALLED 40-33-34. PART
17 OF YOUR CREDENTIALING PROCESS IS YOU ARE GOVERNED BY
18 LAW; AREN'T YOU, MA'AM?

19 A. YES.

20 Q. SO, CERTAIN THINGS YOU ARE TALKING ABOUT SOMEBODY
21 HAD TO BE THERE WHEN YOU DID SOMEBODY, THAT'S
22 ACTUALLY THE LAW CONTROLLING WHAT YOU CAN AND CAN'T
23 DO; ISN'T THAT RIGHT?

24 A. PER STATE, YES.

25 Q. OKAY. SO, WOULD YOU AGREE WITH ME THAT SECTION 40-

1 33-34 CONTROLS THE WAY YOU HAVE TO PERFORM AS A
2 C.R.N.A.?

3 A. NOT NECESSARILY.

4 Q. WHY IS THAT, MA'AM?

5 A. IN MANY STATES, AND I AM NOT SURE IF SOUTH CAROLINA
6 IS ONE, THEY PASSED LAWS RECENTLY PER STATE SAYING
7 THAT C.R.N.A.s DON'T NEED TO BE CREDENTIALLED. I
8 DON'T KNOW IF SOUTH CAROLINA IS IN THE PROCESS OR
9 NOT. SO, AT THIS POINT, YES, IN SOUTH CAROLINA,
10 SOMEONE HAS TO BE IN THE ROOM ANESTHESIOLOGIST WISE.

11 Q. AS FAR AS THE LAW IS CONCERNED?

12 A. YES.

13 Q. SO, IT'S THE LAW THAT CONTROLS THAT, NOT McLEOD, NOT
14 STAFF CARE, NOBODY ELSE?

15 A. IN THIS STATE.

16 Q. AND YOU WERE IN THIS STATE WHEN THIS HAPPENED?

17 A. YES.

18 Q. AND WHEN YOU WERE WORKING AT McLEOD, YOU WERE IN
19 THIS STATE?

20 A. YES.

21 Q. WHAT IS JCAHO, MA'AM, ARE YOU FAMILIAR WITH THAT?

22 A. YES, SIR.

23 Q. WHAT'S THAT?

24 A. JOINT COMMISSION -- I'M NOT QUITE SURE WHAT THE REST
25 OF IT IS. THEY COME EVERY THREE YEARS TO MEDICAL

1 AREAS AND DO INSPECTIONS.

2 Q. BECAUSE THEY ARE FOLLOWING THE LAW?

3 A. YES.

4 Q. OKAY. AND JCAHO REQUIRES CERTAIN THINGS OF ALL OF
5 THE MEDICAL PROVIDERS; ISN'T THAT RIGHT?

6 A. IF THEY WISH TO OBTAIN A CREDENTIALIZATION.

7 Q. ALL RIGHT. I WANT TO ASK YOU A COUPLE OF QUESTIONS,
8 AND I'M NOT GOING TO GET TOO DEEP INTO IT IN REGARDS
9 TO YOUR WORK HISTORY, MA'AM. THE CURRICULUM VITAE
10 IS IN THE RECORD, BUT YOU'VE DONE SOME FREELANCING
11 WORK BEFORE YOU STARTED WITH STAFF CARE; ISN'T THAT
12 RIGHT?

13 A. YES, SIR.

14 Q. SO, YOU'VE DONE IT IN THE PAST?

15 A. YES.

16 Q. A MONTH HERE, A MONTH THERE?

17 A. I THINK THE LONGEST ONE I HAD WAS THREE WEEKS.

18 Q. OKAY. SO, THAT'S ROUGHLY A MONTH, ISN'T THAT RIGHT?

19 A. ROUGHLY.

20 Q. OKAY. IN THOSE SCENARIOS JUST LIKE WITH STAFF CARE,
21 YOU WERE PAID A FLAT RATE PER HOUR?

22 A. YES.

23 Q. OKAY. THEY PROVIDED YOUR MALPRACTICE INSURANCE
24 THROUGH THE AGENCY THAT SENT YOU TO THOSE FOLKS?

25 A. YES.

1 Q. YOU DIDN'T GET ANY GROUP HEALTH INSURANCE?

2 A. NO.

3 Q. NO OTHER SORT OF BENEFITS WERE PROVIDED TO YOU OTHER
4 THAN THAT FLAT-RATE PAY PER HOUR?

5 A. CORRECT.

6 Q. OKAY. AND THE LAST PLACE YOU HAD WORKED BEFORE YOU
7 WENT TO STAFF CARE IN 2007 WAS A GROUP CALLED PAIN
8 MANAGEMENT AND ANESTHESIA?

9 A. THAT IS CORRECT.

10 Q. AND YOU LEFT THAT BECAUSE THE STRESS AND BURNOUT OF
11 HAVING A CONSTANT JOB OF BEING RESPONSIBLE TO THE
12 EMPLOYER, THAT JUST -- IT GOT TO YOU, AND YOU WANTED
13 TO GET AWAY FROM THAT?

14 A. IN GENERAL, YES.

15 Q. OKAY. YOU TALKED A LITTLE BIT ABOUT YOUR MEDICAL
16 HISTORY. NOW, YOU'VE HAD TWO SURGERIES ON YOUR LEFT
17 SHOULDER, MA'AM?

18 A. ONE -- OH, EXCUSE ME, LEFT SHOULDER, YES, SIR.

19 Q. OKAY, AND YOU ALSO FELL ON A SAILBOAT AND HAD A
20 FRACTURE AND A DISLOCATION?

21 A. THAT WAS THE SECOND.

22 Q. AND THAT RESULTED IN A SURGERY?

23 A. IT WAS A CLOSED REDUCTION, SO IT WAS CONSIDERED OPEN
24 SURGERY.

25 Q. OKAY. AND YOU MENTIONED SOMETHING ABOUT BONE SPURS

1 I JUST THOUGHT WE MIGHT BE SPLITTING HAIRS.

2 ALL RIGHT.

3 CROSS EXAMINATION RESUMED BY MR. BAREFOOT:

4 Q. AND YOU DON'T RECALL HAVING ANY PROBLEMS WITH
5 FAINTING OR PASSING OUT AS A RESULT OF YOUR
6 DIABETES, ISN'T THAT RIGHT?

7 A. THAT'S CORRECT.

8 Q. OKAY. LET'S TALK A LITTLE BIT ABOUT STAFF CARE.
9 YOU FOUND THAT POSITION LISTED ON THE INTERNET AND
10 YOU CALLED THEM?

11 A. YES, SIR.

12 Q. YOU TALKED WITH A MR. GREG BUREL?

13 A. INITIALLY, IT WAS A DIFFERENT PERSON AT STAFF CARE,
14 BUT I WAS TRANSFERRED TO MR. BUREL WHEN THAT PERSON
15 WAS NO LONGER EMPLOYED THERE.

16 Q. IS HIS NAME SPELLED B-U-R-E-L?

17 A. IT IS.

18 Q. OKAY. AND YOU HAD FAXES AND E-MAILS GOING BACK AND
19 FORTH TO STAFF CARE?

20 A. YES, SIR.

21 Q. THAT WAS YOUR FAX MACHINE, WASN'T IT?

22 A. YES.

23 Q. SO, YOU HAVE A FAX MACHINE?

24 A. YES, SIR.

25 Q. AND YOU SENT THEM ALL THE STUFF, YOUR RESUME, COPIES

1 OF YOUR LICENSES AND CERTIFICATIONS, ALL THAT TYPE
2 STUFF?

3 A. CORRECT.

4 Q. AND YOU HAD SENT SIMILAR PACKAGES LIKE THAT TO OTHER
5 LOCUM TENENS AGENCIES?

6 A. YES.

7 Q. OKAY. AND WHEN YOU WERE COMMUNICATING WITH STAFF
8 CARE, YOU WERE NOT SPECIFICALLY ASKING TO BE SENT TO
9 McLEOD HEALTH IN FLORENCE, SOUTH CAROLINA?

10 A. NO.

11 Q. YOU SIMPLY ASKED FOR AN ASSIGNMENT THAT WOULD ALLOW
12 YOU TO BE HOME ON THE WEEKENDS?

13 A. THE JOB SITE THAT SENT ME TO STAFF CARE GIVES
14 LOCATION OF THE JOBS. IT DOESN'T GIVE THE NAME AT
15 THE BEGINNING OF THE PROCEEDINGS.

16 Q. OKAY. AND YOU WERE JUST LOOKING FOR A JOB THAT
17 WOULD ALLOW YOU TO BE HOME ON THE WEEKENDS?

18 A. CORRECT.

19 Q. OKAY. AND YOU SAID THE LISTINGS ON THE JOB SITE
20 DIDN'T MAKE ANY MENTION ABOUT THE NAME OF THE
21 HOSPITAL?

22 A. ACTUALLY, SOME DID, AND SOME DON'T. I DON'T RECALL.
23 I DON'T HAVE THAT PAPER WITH ME.

24 Q. OKAY. WELL, McLEOD WAS NOT MENTIONED ON THE
25 WEBSITE, WAS IT?

1 A. NOT THAT I RECALL.

2 Q. IN YOUR DEPOSITION, YOU TESTIFIED THAT IT WAS NOT.
3 DOES THAT SOUND CORRECT?

4 A. YES.

5 Q. ALL RIGHT. NOW, YOU TESTIFIED EARLIER THAT YOU
6 THINK MAYBE YOU DID SIGN SOME PAPERWORK WITH STAFF
7 CARE. YOU DON'T REMEMBER SIGNING A BUNCH OF
8 PAPERWORK WITH STAFF CARE?

9 A. I REMEMBER SIGNING A NUMBER OF PAPERS WITH STAFF
10 CARE.

11 Q. ALL RIGHT. DID YOU KEEP A COPY OF THOSE PAPERS?

12 A. ANYTHING THAT WAS FAXED, I WOULD HAVE A COPY AT
13 HOME.

14 Q. AND YOU READ THOSE PAPERS THAT YOU WERE SIGNING FOR
15 STAFF CARE, DIDN'T YOU, MA'AM?

16 A. I WENT OVER THE PAPERS.

17 Q. A MATTER OF FACT, THE ACTUAL CONTRACT YOU MADE WITH
18 STAFF CARE, THEY HAD YOU INITIAL EVERY SINGLE PAGE,
19 DIDN'T THEY?

20 A. I REMEMBER DOING THAT.

21 Q. ALL RIGHT. NOW, WHEN YOU WERE TALKING WITH MR____
22 BUREL, YOU PICKED WHAT SHIFT YOU WERE GOING TO WORK?

23 A. IN ESSENCE, YES.

24 Q. AND YOU WERE GUARANTEED 40 HOURS PER WEEK BY STAFF
25 CARE?

1 A. YES.

2 Q. AND THE ORIGINAL CONTRACT WAS FROM NOVEMBER 15TH
3 THROUGH MARCH OF 2008?

4 A. YES, I BELIEVE THERE WAS AN INITIAL POSSIBILITY TO
5 JANUARY AND THE LAST PAPERS THAT WERE GOING THROUGH
6 EXTENDED IT TO MARCH.

7 Q. OKAY. I WANT TO MAKE SURE I'VE GOT THIS RIGHT. I
8 LOOKED THROUGH THE CONTRACT YOU SIGNED WITH STAFF
9 CARE, AND IT'S ON APA PAGES 97 THROUGH -- LET ME
10 MAKE SURE I'VE GOT IT RIGHT.

11 BY COMMISSIONER LYNDON:

12 IN YOUR APAs?

13 BY MR. BAREFOOT:

14 YES, SIR. DEFENDANT McLEOD, 97 THROUGH 101.

15 CROSS EXAMINATION RESUMED BY MR. BAREFOOT:

16 Q. I DON'T SEE McLEOD HEALTH MENTIONED AT ALL IN THAT
17 CONTRACT; IS THAT CORRECT?

18 A. NO, THEY SIMPLY REFER TO IT AS "THE CLIENT."

19 Q. SO, IT'S FAIR TO SAY THAT YOU NEVER ENTERED INTO ANY
20 SORT OF CONTRACT BETWEEN YOU AND McLEOD?

21 A. BASED ON THAT, I WOULD SAY YOU ARE CORRECT.

22 BY MS. HINDERSMAN:

23 I AM GOING TO OBJECT. THAT'S A LEGAL

24 CONCLUSION THAT YOU ARE ASKING HER TO MAKE.

25 BY COMMISSIONER LYNDON:

1 I MEAN, DOESN'T THE CONTRACT SPEAK FOR ITSELF?

2 BY MR. BAREFOOT:

3 I THINK IT DOES. I JUST WANTED TO MAKE SURE
4 THAT WE'RE CLEAR THAT THERE IS NOTHING ELSE OUT
5 THERE.

6 BY COMMISSIONER LYNDON:

7 I MEAN, THERE IS NOTHING IN THE CONTRACT THAT
8 SPECIFIES MCLEOD. WAS THAT THE GIST OF WHAT YOU
9 WERE GETTING AT?

10 BY MR. BAREFOOT:

11 YES, SIR.

12 BY COMMISSIONER LYNDON:

13 ALL RIGHT.

14 CROSS EXAMINATION RESUMED BY MR. BAREFOOT:

15 Q. DID YOU SIGN ANYTHING ELSE REGARDING YOUR
16 RELATIONSHIP WITH MCLEOD ABOUT A CONTRACT THAT YOU
17 PROMISED TO WORK THERE OR PAY SOMEBODY MONEY OR THEY
18 WOULD PAY YOU MONEY?

19 A. I REALLY DON'T RECALL.

20 Q. OKAY. NOW, STAFF CARE PROVIDED YOUR MALPRACTICE
21 INSURANCE COVERAGE?

22 A. YES, SIR.

23 Q. OKAY. AND YOU HAVE TO HAVE MALPRACTICE INSURANCE
24 COVERAGE BECAUSE YOU ARE A MEDICAL PROFESSIONAL,
25 ISN'T THAT RIGHT?

1 A. CORRECT.

2 Q. OKAY. THE CONTRACT ALSO INDICATED THAT IF YOU
3 BECAME AN EMPLOYEE OF McLEOD WITHIN TWO YEARS,
4 EITHER YOU OR McLEOD WOULD OWE STAFF CARE \$22,000;
5 ISN'T THAT RIGHT?

6 A. THAT IS CORRECT.

7 Q. OKAY. YOU SAID THAT McLEOD PROVIDED YOU WITH
8 SCRUBBS?

9 A. YES.

10 Q. THAT WAS WHEN YOU WERE GOING INTO THE STERILE
11 ENVIRONMENT; ISN'T THAT RIGHT?

12 A. YES, SIR.

13 Q. EVERYONE WHO WENT IN THE STERILE ENVIRONMENT HAD TO
14 WEAR SCRUBBS?

15 A. YES, SIR.

16 Q. IF THE COMMISSIONER WANTED TO GO LOOK AT THE
17 OPERATING ROOM WHERE YOU FELL RIGHT NOW, WE WOULD
18 ALL HAVE TO PUT ON STERILE CLOTHING TO GO IN THERE,
19 WOULDN'T WE?

20 A. EXACTLY.

21 Q. THE DOCTORS WORE SCRUBBS?

22 A. YES, SIR.

23 Q. YOU ALSO MENTIONED SOMETHING ABOUT A NAME TAG. THAT
24 NAME TAG GAVE YOU ACCESS TO THE PARKING LOT FOR
25 PEOPLE WORKING AT McLEOD; ISN'T THAT RIGHT?

1 A. NO, SIR.

2 Q. WELL, YOU HAD TO HAVE THAT NAME TAG TO BE ABLE TO GO
3 TO PLACES WHERE THE GENERAL PUBLIC CAN'T GO IN THE
4 HOSPITAL, ISN'T THAT RIGHT?

5 A. YES, SIR.

6 Q. OKAY. SO, THIS WAS AS MUCH A SECURITY SITUATION AS
7 IT WAS ANYTHING ELSE?

8 A. THE NAME TAG, YES.

9 Q. OKAY. AND YOU TESTIFIED EARLIER, I WANT TO MAKE
10 SURE I'M CLEAR ABOUT THIS, YOU WERE PAID BY STAFF
11 CARE?

12 A. YES.

13 Q. YOU WERE NEVER PAID ANYTHING BY McLEOD?

14 A. NO, SIR.

15 Q. NOW, THE FORM YOU ARE TALKING ABOUT THAT YOU FAXED
16 TO STAFF CARE AT THE END OF EACH WEEK, THAT IS A
17 FORM PROVIDED TO YOU BY STAFF CARE?

18 A. YES, SIR.

19 Q. AND THEY INSTRUCTED YOU TO COMPLETE THAT AND SEND IT
20 BACK TO THEM?

21 A. CORRECT.

22 Q. AND YOU SAID YOU FAXED IT BACK ON A McLEOD FAX
23 MACHINE. DID ANYBODY AT McLEOD INSTRUCT YOU TO ONLY
24 USE THAT McLEOD FAX MACHINE?

25 A. NO, IT WAS THE CLOSEST ONE.

1 Q. YOU COULD HAVE GONE TO KINKOS AND FAXED IT BACK?

2 A. PROBABLY.

3 Q. NOW, YOU WERE PROVIDED A FORM 1099 FOR THE MONEY
4 THAT YOU MADE WITH STAFF CARE?

5 A. YES, SIR.

6 Q. OKAY. THIS IS IMPORTANT TO ME, MA'AM, SO I WANT TO
7 MAKE SURE I'VE GOT THIS RIGHT. ACCORDING TO THE
8 CONTRACT, YOU WERE PAID \$95 PER HOUR BY STAFF CARE?

9 A. CORRECT.

10 Q. SO, THEY ALSO PAID YOU \$25 A DAY FOR THE PER DIEM?

11 A. YES, SIR.

12 Q. IT CAME IN THE SAME CHECK?

13 A. IN THE CHECK, YES.

14 Q. THEY ALSO PROVIDED YOU WITH A RENTAL CAR?

15 A. YES, SIR.

16 Q. AND THAT WAS ALL HANDLED THROUGH STAFF CARE?

17 A. YES, SIR.

18 Q. THEY ARE THE ONES WHO INSTRUCTED YOU ABOUT THE
19 INSURANCE AND WHAT TO DO AND WHERE TO PICK IT UP AND
20 ALL OF THAT?

21 A. YES, SIR.

22 Q. OKAY. YOU WOULD WORK THROUGH FRIDAY AND THEN DRIVE
23 BACK HOME TO YOUR HOME IN LAKE WYLIE?

24 A. YES, SIR.

25 Q. NOW, I WANT TO ASK YOU A COUPLE OF QUESTIONS ABOUT

1 YOUR JOB DUTIES AS A C.R.N.A. YOU SAID THAT THE
2 HEAD C.R.N.A. OR WHOEVER MADE THE BOARD WOULD TELL
3 YOU WHERE TO BE AND WHEN?

4 A. YES.

5 Q. OTHER THAN THAT, THE ONLY PERSON THAT YOU WOULD
6 ANSWER TO SO TO SPEAK WOULD BE THE ANESTHESIOLOGIST?

7 A. YES, SIR.

8 Q. OKAY. AS A C.R.N.A., MA'AM, YOU ARE REQUIRED TO
9 EXERCISE SOME INDEPENDENT JUDGMENT, AREN'T YOU?

10 A. YES.

11 Q. TELL ME WHAT DID YOU EXERCISE INDEPENDENT JUDGMENT
12 ON?

13 A. PATIENT'S LEVEL OF ANESTHESIA, AIRWAY COMPETENCE,
14 BLOOD PRESSURES UP OR DOWN.

15 Q. AND THIS IS INDEPENDENT JUDGMENT THAT YOU HAVE TO
16 EXERCISE WITHIN THE CERTIFICATION?

17 A. YES.

18 Q. SO, IF YOU MESS IT UP, YOU LOSE YOUR CERTIFICATION?

19 A. THAT'S POSSIBLE, YES.

20 Q. SO, AT THE END OF THE DAY, YOU ARE RESPONSIBLE YOU
21 MAKING SURE YOU DO WHAT YOU ARE SUPPOSED TO DO AS A
22 C.R.N.A.?

23 A. YES, SIR.

24 Q. YOU TALKED ABOUT SOME EQUIPMENT EARLIER, AND YOU
25 TALKED ABOUT ANESTHESIA MACHINE. MA'AM, HOW BIG IS

1 AN ANESTHESIA MACHINE?

2 A. THERE ARE A LOT OF DIFFERENT SIZE ANESTHESIA
3 MACHINES. I WOULD ESTIMATE THAT THE ONES IN THE
4 ROOMS WHERE I WORKED AT McLEOD WERE PROBABLY 500
5 POUNDS OR MORE.

6 Q. OKAY. THEY ARE AS BIG AS A NORMAL-SIZED DESK THAT
7 SOMEONE MIGHT HAVE AT THEIR OFFICE?

8 A. THERE IS A SMALL WRITING SURFACE ABOUT THE SIZE OF
9 YOUR BRIEFCASE. THERE ARE GAUGES UP THE BACK.
10 THERE ARE HOSES OFF THE FRONT TO GO TO THE PATIENT.

11 Q. YOU'VE NEVER OWNED AN ANESTHESIA MACHINE, HAVE YOU,
12 MA'AM?

13 A. NO, SIR.

14 Q. IT'S NOT SOMETHING THAT A C.R.N.A., EVEN A LOCUM
15 TENENS, TAKES WITH THEM, IS IT?

16 A. NO, SIR.

17 Q. THESE THINGS COST TENS OF THOUSANDS OF DOLLARS?

18 A. MUCH MORE THAN THAT.

19 Q. OKAY. AND THE MEDICATIONS THAT YOU MIGHT BE
20 DISPENSING IN YOUR JOB AS A C.R.N.A., THOSE HAVE TO
21 COME THROUGH A PHARMACY?

22 A. YES.

23 Q. YOU MENTIONED THAT WHEN YOU WERE CONTACTED AND TOLD
24 YOU WERE GOING TO BE WORKING AT McLEOD, YOU
25 CONTACTED McLEOD YOURSELF AND ASKED ABOUT WHAT

1 SUPPLIES YOU NEEDED TO BRING?

2 A. I WAS TOLD TO CALL KEITH TERGERSEN IF I NEEDED
3 QUESTIONS ANSWERED.

4 Q. WHAT SUPPLIES DID YOU TAKE INTO OTHER LOCUM TENENS
5 JOBS YOU HAD DONE?

6 A. MY STETHOSCOPE, CLAMPS FOR THE DRAPE, LARYNGOSCOPES
7 AND BLADES.

8 Q. SO, YOU HAVE THIS EQUIPMENT?

9 A. YES.

10 Q. IN THIS SITUATION, HE SAID, "NO, WE HAVE PLENTY.
11 COME ON"?

12 A. CORRECT.

13 Q. IF THEY HAD SAID "NO," YOU WOULD HAVE BROUGHT IT ON
14 WITH YOU?

15 A. EXACTLY.

16 Q. OKAY. NOW, IN YOUR LAST JOB AT THE ANESTHESIA PLACE
17 -- LET ME GET THE RIGHT NAME -- PAIN MANAGEMENT
18 ANAESTHESIA, IS THAT RIGHT?

19 A. YES.

20 Q. AS PART OF THAT JOB, YOU HAD BENEFITS?

21 A. YES.

22 Q. GROUP HEALTH INSURANCE?

23 A. SORRY?

24 Q. GROUP HEALTH INSURANCE?

25 A. YES, SIR.

1 Q. YOU HAD A SET SCHEDULE YOU WERE SUPPOSED TO BE THERE
2 AT CERTAIN TIMES?

3 A. YES.

4 Q. IF THINGS RAN LATE, YOU STAYED LATE?

5 A. THAT'S IT.

6 Q. AND THAT'S WHAT YOU WANTED TO GET AWAY FROM?

7 A. EXACTLY.

8 Q. OKAY. AT McLEOD, YOU DIDN'T HAVE ANY GROUP HEALTH
9 INSURANCE?

10 A. NO.

11 Q. YOU DIDN'T HAVE ANY VACATION DAYS?

12 A. NO.

13 Q. YOU DIDN'T HAVE ANY SICK DAYS?

14 A. NO.

15 Q. YOU DIDN'T HAVE A 401K RETIREMENT PROGRAM YOU COULD
16 PARTICIPATE WITH?

17 A. NOT THROUGH THEM.

18 Q. ARE YOU AWARE OF ANY EMPLOYEES AT McLEOD THAT HAD
19 ANY SORT OF PER DIEM GIVEN TO THEM?

20 A. I DON'T KNOW.

21 Q. OKAY. AND IF YOU HAD WORKED FOR McLEOD FOR A WEEK,
22 AND NO MONEY WAS DIRECT DEPOSITED IN YOUR CHECKING
23 ACCOUNT, WHO WOULD YOU HAVE CALLED?

24 A. GREG BUREL.

25 Q. WITH STAFF CARE?

1 A. YES, SIR.

2 Q. NOW, WHETHER OR NOT YOU CONSIDERED YOURSELF AN
3 EMPLOYEE OF STAFF CARE, YOU REALLY NEVER THOUGHT
4 ABOUT IT, DID YOU?

5 A. NOT REALLY, I KNEW I WAS INDEPENDENT AS FAR AS
6 BENEFITS.

7 Q. OKAY. AND I WANT TO MAKE SURE I'VE GOT THIS ON THE
8 RECORD. LOCUM, L-O-C-U-M, TENENS, T-E-N-E-N-S, IS
9 JUST A TERM MEANING A FREELANCE PERSON WHO GOES
10 THROUGH AN AGENCY AND WORKS INDEPENDENTLY?

11 A. I'M NOT SURE I WOULD PUT FREELANCE, BECAUSE WE DID
12 GET SUPERVISED.

13 Q. WHEN I TOOK YOUR DEPOSITION, YOU PUT THE WORK
14 "FREELANCE" IN THERE, DIDN'T YOU, MA'AM?

15 A. (PAUSE)

16 Q. LOOK AT PAGE 74. I WOULD ASK YOU TO LOOK AT THAT
17 FOR ME, MA'AM, BEGINNING ON LINE TWO.

18 A. OKAY.

19 Q. I ASKED, "AND YOU USED THE TERM -- YOU SAID YOU
20 LOOKED FOR LOCUMS: WHAT DOES THAT MEAN?" AND WHAT
21 WAS YOUR ANSWER?

22 A. IT READS ON LINE FIVE, "IT MEANS A FREELANCE PERSON
23 WHO EITHER GOES THROUGH AN AGENCY TO FIND A JOB,"
24 AND FURTHER DOWN, "TO BE COMPLETELY INDEPENDENT AND
25 CALL PEOPLE OR HOSPITALS THEY KNOW." SO, THOSE ARE

1 THE TWO WAYS TO GET IT.

2 Q. AND YOU WANT TO DO LOCUM TENENS BECAUSE IT PAYS
3 BETTER, A LOT BETTER?

4 A. A LOT BETTER.

5 Q. AND YOU ARE NOT THE HOSPITAL EMPLOYEE UNDER THEIR
6 RULES, ARE YOU?

7 A. CORRECT.

8 Q. LET'S TALK A LITTLE BIT ABOUT DECEMBER 21ST, 2007.
9 YOU TOLD THE COMMISSIONER THAT THIS PATIENT WAS IN
10 THE BED, AND THE DECISION HAD BEEN MADE TO
11 ANESTHETIZE THE PATIENT STILL IN THE BED?

12 A. CORRECT.

13 Q. OKAY. YOU STARTED TO GO AROUND THE LEFT SIDE OF THE
14 BED, AND THE NEXT THING YOU KNEW, YOU HIT THE FLOOR?

15 A. EXACTLY.

16 Q. YOU DON'T HAVE ANY RECOLLECTION OF TRIPPING OVER
17 ANYTHING, DO YOU, MA'AM?

18 A. I HAVE NO RECOLLECTION OF TRIPPING. I DO HAVE A
19 RECOLLECTION THAT MY FOOT WASN'T COMING WITH THE
20 REST OF ME AS I MOVED FORWARD.

21 Q. BUT YOU DON'T KNOW WHY, DO YOU?

22 A. I DIDN'T KNOW WHETHER IT WAS THE I.V. POLES THAT
23 WERE THERE OR THE BED CORDS.

24 Q. OR IT COULD HAVE BEEN SOME OTHER PROBLEM, COULDN'T
25 IT, MA'AM?

1 A. IT'S HIGHLY UNLIKELY.

2 Q. BUT IT'S POSSIBLE, ISN'T IT?

3 A. IF YOU STRETCH IT, IT WAS POSSIBLE SOMEONE COULD
4 HAVE THROWN SOMETHING AT ME, BUT THEY DIDN'T. IT
5 WAS JUST WHAT WAS AT THE HEAD OF THE BED, THE CORDS
6 AND THE I.V. POLE.

7 Q. ISN'T IT FAIR TO SAY THOUGH AT THE END OF THE DAY,
8 YOU REALLY DON'T KNOW WHY YOU FELL?

9 A. IT'S JUST I KNOW I FELL, AND I KNOW PRETTY MUCH IT
10 WAS EITHER THE CORDS OR THE I.V. POLE.

11 Q. BUT YOU REALLY DON'T KNOW THAT. YOU DIDN'T SEE THE
12 I.V. CORD HIT YOUR FOOT, DID YOU?

13 A. SOMETHING GRABBED MY FOOT.

14 Q. AND YOU TALKED ABOUT THE NUMBNESS IN YOUR LEFT FOOT.
15 ISN'T IT POSSIBLE THAT YOU HAD SOME SORT OF PROBLEM
16 WITH YOUR LEFT FOOT?

17 A. NO, SIR.

18 Q. YOU DON'T THINK THAT'S POSSIBLE?

19 A. NOT IN THIS SITUATION, NO.

20 Q. MA'AM, YOU'VE BEEN DIAGNOSED WITH WHAT'S CALLED A
21 MYELOPATHIC CONDITION THAT CAN RESULT IN PROBLEMS,
22 AND I THINK YOU DESCRIBED EARLIER THAT YOU HAD FOOT
23 DROP FROM THAT AS A RESULT; IS THAT CORRECT?

24 A. AS A RESULT OF THE ACCIDENT FOLLOWING THE ACCIDENT,
25 YES.

1 Q. YES, MA'AM. ISN'T IT POSSIBLE THAT YOU HAD FOOT
2 DROP THAT DAY THAT CAUSED YOU TO FALL?

3 A. NO, SIR.

4 Q. WHY DO YOU SAY THAT?

5 A. I WOULD NOT HAVE BEEN ABLE TO MAINTAIN A NORMAL
6 WALK, NORMAL MOTION FORWARD OR BACKWARDS IN THE O.R.

7 Q. WHICH FOOT WAS IT THAT YOU THINK SUDDENLY DIDN'T
8 WORK?

9 A. THE RIGHT FOOT BECAUSE OF THE SHOE.

10 Q. AND YOU ARE DEDUCING THAT BECAUSE THE SHOE WAS NOT
11 ON YOUR FOOT?

12 A. CORRECT.

13 Q. BUT OTHER THAN THAT, YOU DON'T KNOW WHICH FOOT IT
14 WAS?

15 A. NO, IT WAS THE RIGHT FOOT.

16 Q. AND THAT'S BECAUSE THE SHOE WAS OFF THE RIGHT FOOT?

17 A. I WAS IN MOTION, IN A REGULAR STEPPING MOTION, AND
18 THE RIGHT FOOT GOT STUCK ON SOMETHING. BEYOND THAT,
19 I CAN'T TELL YOU.

20 Q. REMEMBER, I TOOK YOUR DEPOSITION, AND TOLD ME YOU
21 DIDN'T REMEMBER ANYTHING ELSE BETWEEN WHEN YOU WENT
22 TO MOVE AND HIT THE GROUND?

23 A. I BELIEVE I ALSO TOLD YOU ABOUT THE I.V. POLES AND
24 THE POWER CORDS.

25 Q. WELL, LET'S TALK A LOOK, MA'AM. I'M LOOKING AT PAGE

1 YOU TO DR. MAJORS, AND THEN ONTO DR. MILAM?

2 A. YES, SIR.

3 Q. ALL RIGHT. YOUR ATTORNEY WAS KIND ENOUGH TO RESPOND
4 TO ONE OF OUR SUBPOENAS AND SEND US A COPY OF YOUR
5 TAX RETURNS, MA'AM. SO, YOU'VE ALREADY FILED YOUR
6 TAX RETURN FOR 2007, HAVEN'T YOU?

7 A. YES.

8 Q. OKAY. ALL THE MONEY YOU WERE PAID -- WELL, LET ME
9 MAKE SURE I'VE GOT THIS RIGHT SO THE RECORD IS CLEAR
10 ON THIS. FOR THE MONEY YOU WERE PAID ON THE
11 ASSIGNMENT WHERE STAFF CARE SENT YOU TO McLEOD, YOU
12 WERE ISSUED A 1099 FROM STAFF CARE, IS THAT RIGHT?

13 A. THAT LOOKS LIKE IT, YES.

14 Q. WHAT'S THE AMOUNT YOU WERE PAID ON THAT?

15 A. \$13,916.

16 Q. OKAY. ALL OF THAT MONEY, MA'AM, YOU RAN IT THROUGH
17 YOUR TAXES LIKE A BUSINESS; DIDN'T YOU, MA'AM?

18 A. MY TAX PREPARER PROBABLY DID.

19 Q. SHE ASKED YOU SOME QUESTIONS BEFORE SHE DID YOUR
20 RETURN THOUGH, DIDN'T SHE?

21 A. NO.

22 Q. SHE DIDN'T ASK YOU ANYTHING?

23 A. NOT REALLY. SHE TOOK THE PAPERS I BROUGHT HER AND
24 FILED MY RETURN.

25 Q. THERE WAS SOME MENTION EARLIER ABOUT SCRUBBS THAT

1 YOU WOULD BE REQUIRED TO WEAR IN THE OPERATING ROOM
2 FOR McLEOD.

3 A. MM-HMM. (AFFIRMATIVE RESPONSE)

4 Q. BUT YOU DEDUCTED \$192 FOR UNIFORMS OUT OF THAT
5 \$13,000 YOU WERE PAID BY STAFF CARE, DIDN'T YOU,
6 MA'AM?

7 A. YES.

8 Q. AND YOU DEDUCTED \$130 FOR LICENSES AND PERMITS?

9 A. YES.

10 Q. \$50 FOR REGISTRATION FEE?

11 A. YES.

12 Q. \$595 FOR DUES AND SUBSCRIPTIONS?

13 A. YES.

14 Q. \$94 FOR EDUCATION?

15 A. YES.

16 Q. AND THERE IS ALSO 6,572 MILES FOR BUSINESS TRAVEL?

17 A. YES.

18 Q. AND WHAT EDUCATION DID YOU HAVE TO PAY FOR \$94?

19 A. CONTINUING EDUCATION COURSES, WHICH COULD BE IN
20 PERSON OR SOME LESSONS WOULD BE THROUGH THE MAIL,
21 AND YOU SEND THE TESTS BACK.

22 Q. SO, YOU HAD TO PAY FOR THAT YOURSELF?

23 A. YES, SIR.

24 Q. WHAT UNIFORMS WERE YOU DEDUCTING, MA'AM?

25 A. THAT CATEGORY INCLUDES SHOES, WARM-UP JACKETS, AND

1 Q. GOOD AFTERNOON, MS. SHATTO. I GUESS IT'S AFTERNOON
2 NOW. I AM JUST GOING TO ASK YOU A FEW QUESTIONS.
3 YOU BEGAN LOOKING FOR LOCUM TENENS WORK ON THE
4 INTERNET, RIGHT?

5 A. YES, SIR -- YES, MA'AM. I'M SORRY.

6 Q. AND WHEN YOU WERE LOOKING, YOU DESCRIBED YOURSELF AS
7 AN INDEPENDENT LOCUM LOOKING FOR A JOB; IS THAT FAIR
8 TO SAY?

9 A. I DID NOT PUT OUT MY INFORMATION BEFORE I GOT THE
10 INFORMATION OFF OF THE INTERNET FOR DIFFERENT PLACES
11 THAT HAD JOBS. SO, I HAD CONTACTED THEM, AND THEN
12 RESUMES AND STUFF.

13 Q. SO, YOU WERE JUST AN INDEPENDENT LOCUM LOOKING FOR A
14 JOB; THAT'S WHAT YOU TESTIFIED TO?

15 A. YES, YES.

16 Q. OKAY. AND IN FACT, YOU WERE LOOKING FOR INDEPENDENT
17 LOCUM WORK BECAUSE IT PAYS A LOT BETTER, IT WAS
18 ARRANGED BY AN AGENCY, YOU DIDN'T HAVE TO LOOK FOR
19 THE HOSPITAL TO WORK AT.

20 A. RIGHT.

21 Q. AND IT WAS LESS STRESSFUL BECAUSE YOU WERE
22 AUTONOMOUS; IS THAT RIGHT?

23 A. AUTONOMOUS IS THAT I DON'T HAVE TO STAY THERE A LONG
24 LONG LONG LONG TIME.

25 Q. OKAY.

1 A. AUTONOMOUS PATIENT PER PATIENT OR CASE BY CASE IS
2 NOT TOTAL AUTONOMY.

3 Q. OKAY. AND YOU WERE PAID A LOT BETTER THROUGH THE
4 LOCUM'S WORK?

5 A. YES.

6 Q. OKAY. AND DURING YOUR SEARCH, I GUESS YOU CAME
7 ACROSS A WEBSITE.

8 BY MS. HINDERSMAN:

9 AND I AM LOOKING AT EXHIBIT 17, COMMISSIONER,
10 IN STAFF CARE'S APAs.

11 BY COMMISSIONER LYNDON:

12 OKAY.

13 CROSS EXAMINATION RESUMED BY MS. HINDERSMAN:

14 Q. AND WHEN I LOOK DOWN, AND I WILL PROVIDE THIS FOR
15 YOU, "LOCUM TENENS PROVIDER INTERVIEW." I WOULD
16 IMAGINE WHEN YOU ARE LOOKING AT AGENCIES AND WHAT
17 THEY PROVIDE, YOU LOOK OVER WHAT THEY CAN PROVIDE
18 YOU, AND THAT'S ABOUT FIVE PAGES IN, AND IT SAYS
19 "THAT IT IS BENEFICIAL TO BE A LOCUM PROVIDER
20 BECAUSE IT ALLOWS YOU TO TRAVEL AND NOT HAVE
21 OVERHEAD COSTS. IS THAT AN ACCURATE DESCRIPTION OF
22 SOME OF THE BENEFITS OF BEING A LOCUM?

23 A. YES.

24 Q. AND IN FACT, YOU BENEFITTED FROM SOME OF THAT.
25 DIDN'T YOU GO TO HAWAII AND TRAVEL SOME AND DO SOME

1 LOCUM'S WORK?

2 A. NOT HAWAII.

3 Q. BUT YOU DID DO LOCUM WORK AT VARIOUS PLACES?

4 A. NORTH CAROLINA AND SOUTH CAROLINA.

5 Q. THAT'S RIGHT. AND YOU WERE PAID BETTER WHILE YOU
6 DID THE LOCUM'S WORK?

7 A. YES.

8 Q. AND ALSO IT SAYS THAT YOU WOULD BE AN INDEPENDENT
9 CONTRACTOR WITH STAFF CARE. DID YOU SEE THAT WHEN
10 YOU WENT TO THE WEBSITE?

11 A. NO, I DON'T RECALL SEEING THAT PART.

12 Q. OKAY. BUT YOU NEVER MET ANYONE FROM STAFF CARE, DID
13 YOU?

14 A. NOT PERSONALLY, NO.

15 Q. OKAY. AND YOU REQUESTED STAFF CARE TO FIND A JOB
16 FOR YOU?

17 A. STAFF CARE ADVERTISED THE JOB, AND I CALLED FOR
18 INFORMATION ABOUT IT.

19 Q. OKAY. AND YOU COULD HAVE TOLD STAFF CARE THAT YOU
20 DIDN'T WANT THE JOB THEY HAD THAT THEY CALLED YOU
21 ABOUT AT McLEOD?

22 A. CORRECT.

23 Q. AND YOU COULD HAVE ACCEPTED ANOTHER JOB FOUND BY
24 ANOTHER STAFFING AGENCY?

25 A. YES.

1 Q. AND WHEN YOU WENT TO WORK AT McLEOD, YOU DIDN'T
2 REPORT TO ANYONE AT STAFF CARE, DID YOU?

3 A. (PAUSE)

4 Q. WAS ANYONE AT STAFF CARE ON THE PREMISES OF McLEOD?

5 A. NO, NO.

6 Q. AND STAFF CARE SET FORTH SEVERAL DIFFERENT SHIFTS
7 YOU COULD WORK?

8 A. RIGHT.

9 Q. DIFFERENT 9:00 TO 5:00, 5:00 TO 11:00, AND YOU SAID
10 THAT IT WAS UNUSUAL BECAUSE THEY SAID YOU COULD WORK
11 WHENEVER YOU WANTED TO; ISN'T THAT RIGHT?

12 A. I HAD NEVER BEEN OFFERED THAT IN ANY OF THE JOBS I
13 HAD WORKED PREVIOUSLY.

14 Q. SO, YOU HAD THE CHOICE OF WORKING WHATEVER HOURS YOU
15 WANTED, YOU PICKED THEM?

16 A. AN EIGHT-HOUR SHIFT FLEXIBLE.

17 Q. AND SO STAFF CARE ARRANGE THE DETAILS BETWEEN YOU
18 AND McLEOD, DIDN'T THEY?

19 A. YES.

20 Q. AND THEY EXPLAINED WHEN THE JOB WOULD START IF YOU
21 ACCEPTED IT?

22 A. CORRECT.

23 Q. AND STAFF CARE SET YOU UP IN A HOTEL AND A RENTAL
24 CAR?

25 A. I BELIEVE McLEOD SET IT UP AND TOLD STAFF CARE WHO

1 TOLD ME.

2 Q. OKAY. I IMAGINE THAT WHATEVER PART STAFF CARE
3 PLAYED IN ORGANIZING THESE DETAILS THAT THAT'S WHAT
4 MADE THEM AN ATTRACTIVE AGENCY AS YOU WERE OUT OF
5 TOWN, YOU NEEDED SOMEONE TO ARRANGE A PLACE FOR YOU
6 TO LIVE AND TRANSPORTATION?

7 A. YES.

8 Q. AND YOU DON'T KNOW. YOU ARE SAYING THAT YOU
9 RECEIVED YOUR DIRECT DEPOSIT FROM STAFF CARE AND
10 THAT YOU THOUGHT THAT THEY WERE PAYING THE BILLS FOR
11 THE HOTEL ROOM AND THE RENTAL CAR?

12 A. YES, AS FAR AS I KNOW.

13 Q. BUT YOU DON'T KNOW IF THEY WERE REIMBURSED BY
14 McLEOD, DO YOU?

15 A. NO, I DO NOT KNOW.

16 Q. YOU WERE NOT A PART OF THAT AGREEMENT?

17 A. NO.

18 Q. RIGHT. AND THEY COULD HAVE BEEN AS FAR AS YOU KNOW?
19 YOU HAVE NO CLUE WHAT THEIR AGREEMENT WAS?

20 A. I CAN SPECULATE THAT THAT WAS THE AGREEMENT.

21 Q. OKAY. IN FACT, STAFF CARE, IT'S YOUR UNDERSTANDING
22 THEY FOUND THE ORIGINAL HOTEL ROOM, BUT McLEOD
23 HELPED YOU FIND A DIFFERENT HOTEL THAT ALLOWED FOR
24 PETS BECAUSE OF YOUR CAT?

25 A. RIGHT.

1 Q. AND THEN YOU SAY THAT YOU EVEN RECEIVED YOUR PAY
2 STUBS; THEY WERE PROVIDED FOR YOU AT McLEOD?

3 A. NO, THEY CAME IN THE MAIL TO ME FROM STAFF CARE.

4 Q. OKAY. I THINK THAT WAS DIFFERENT TO WHAT YOU
5 TESTIFIED TO, BUT LET'S SEE. WE WILL JUST CLEAR IT
6 UP. PAGE 77, I THOUGHT I LOOKED AT BEFORE. OKAY, I
7 AM LOOKING AT PAGE 77, LINE NINE. IF YOU COULD READ
8 LINE NINE.

9 A. IT SAYS, "I GOT THE PAY STUBS FROM McLEOD."

10 Q. DO YOU THINK YOU WERE JUST CONFUSED?

11 A. NO, THEY MAY HAVE DELIVERED IT TO McLEOD RATHER THAN
12 MY HOME ADDRESS, BUT IT WAS IN A STAFF CARE
13 ENVELOPE.

14 Q. OKAY. ALL RIGHT. AND IT WAS YOUR UNDERSTANDING
15 THAT YOU WOULD HAVE BEEN PAID THE SAME AMOUNT
16 WHETHER YOU WORKED 30 OR 40 HOURS?

17 A. I WAS GUARANTEED THE 40 HOURS.

18 Q. OKAY. YOU ALSO TESTIFIED IN YOUR DEPOSITION THAT AS
19 LONG AS YOU SUBMITTED THE INVOICE, YOU WOULD BE PAID
20 FOR THE 40 HOURS?

21 A. THEY PAID FOR HOLIDAYS.

22 Q. AND SO, YOU WOULD HAVE BEEN PAID THE 40 HOURS? YOU
23 DON'T KNOW WHAT WOULD HAVE HAPPENED, BUT YOU SAID IN
24 YOUR DEPOSITION THAT YOU WOULD HAVE BEEN PAID FOR 40
25 HOURS REGARDLESS OF HOW MANY HOURS YOU WORKED AS

1 LONG AS YOU SUBMITTED YOUR INVOICE?

2 A. YES.

3 Q. AND I'M LOOKING AT EXHIBIT 20 IN THE STAFF CARE
4 APAs, AND I'M LOOKING AT THIS INVOICE.

5 BY MS. HINDERSMAN:

6 CAN ONE OF Y'ALL SHOW IT TO HER. WOULD YOU
7 MIND?

8 BY MR. BAREFOOT:

9 MINE AREN'T NUMBERED.

10 BY MS. BLUESTEIN:

11 YEAH, OURS AREN'T NUMBERED. BUT HANG ON.

12 BY MS. HINDERSMAN:

13 OH, SORRY. I CAN PASS HER MINE.

14 BY COMMISSIONER LYNDON:

15 AND YOU CAN HAVE MINE.

16 CROSS EXAMINATION RESUMED BY MS. HINDERSMAN:

17 Q. OKAY, SO, I'M LOOKING AT THIS INVOICE, AND ON THE
18 TOP IT HAS YOUR NAME, AND IT SAYS "PROVIDER
19 INVOICE." IS THAT WHAT YOU ARE LOOKING AT?

20 A. YES.

21 Q. AND THIS WOULD HAVE BEEN WHAT YOU SUBMITTED BY THE
22 FAX MACHINE TO STAFF CARE?

23 A. CORRECT.

24 Q. AND YOU WERE REQUIRED TO GET TWO SIGNATURES DOWN ON
25 CLIENT SIGNATURE?

1 A. (PAUSE)

2 Q. WOULD THAT HAVE BEEN MR. TERGERSEN? WOULD YOU HAVE
3 TAKEN IT TO HIM? THAT'S WHAT YOU TESTIFIED EARLIER.

4 A. I WAS TOLD TO TAKE IT TO KEITH TERGERSEN.

5 Q. OKAY.

6 A. ON THE TIMES HE WASN'T THERE, ONE OF THE OTHER FULL-
7 TIME C.R.N.A.s DESIGNATED BY KEITH SIGNED IT.

8 Q. OKAY. AND IT SAYS UNDER WHERE HE SIGNED, "I
9 UNDERSTAND THE PROVIDER IS BEING PAID AND WE ARE
10 BEING BILLED ON THIS VERIFICATION." SO, THIS WOULD
11 HAVE BEEN A FORM THAT YOU ALL FILLED AND SENT TO
12 THEM?

13 A. YES, SIR -- MA'AM.

14 Q. SO, STAFF CARE DIDN'T CALL YOU AND SAY, "HEY, MS.
15 SHATTO, HOW IS THE JOB GOING?" THEY DIDN'T CARE HOW
16 YOU PERFORMED YOUR JOB; AS LONG AS YOU SUBMITTED
17 THIS INVOICE, YOU WERE GOING TO BE PAID?

18 A. THEY DID IN FACT CALL ME, I REMEMBER ONCE PERHAPS
19 TWICE JUST TO ASK HOW THE JOB WAS GOING.

20 Q. BUT THEY DIDN'T INQUIRE AS TO THE DAY-TO-DAY DETAILS
21 AND WHAT HOURS YOU WERE ---

22 A. NO.

23 Q. --- WORKING? THEY JUST NEEDED TO MAKE SURE YOU
24 SUBMITTED THIS INVOICE?

25 A. RIGHT.

1 Q. AND YOU SAID YOU HAD A FAX MACHINE AT HOME, BUT EVEN
2 THOUGH YOU HAD IT AT HOME, YOU USED MCLEOD'S FAX
3 MACHINE TO SUBMIT THIS INVOICE?

4 A. IT HAD TO BE IN BY 5:00 ON FRIDAY AFTERNOON. THERE
5 WAS NO OPPORTUNITY FOR ME TO DRIVE FROM FLORENCE TO
6 LAKE WYLIE AND GET THERE BEFORE THE 5:00 DEADLINE TO
7 USE MY FAX.

8 Q. OKAY. AND YOU ALSO THOUGHT YOU WOULD HAVE SIGNED AN
9 INDEPENDENT CONTRACT WITH STAFF CARE, DIDN'T YOU?

10 A. SAY THAT AGAIN.

11 Q. YOU ALSO THOUGHT THAT YOU WOULD HAVE SIGNED AN
12 INDEPENDENT CONTRACT WITH STAFF CARE?

13 A. I WOULD HAVE THOUGHT I SIGNED A CONTRACT WITH STAFF
14 CARE, CORRECT.

15 Q. AND YOU ASSUME YOU SIGNED SUCH A CONTRACT BECAUSE OF
16 THE NATURE OF YOUR RELATIONSHIP WITH STAFF CARE;
17 WOULDN'T YOU AGREE?

18 A. YES.

19 Q. AND I IMAGINE BEING A NURSE ANESTHETIST, YOU ARE
20 PRETTY SMART. YOU HAVE TO TAKE TESTS. YOU HAVE TO
21 GET RE-CERTIFIED, AND SO, YOU UNDERSTAND THAT WHEN
22 YOU SIGN SOMETHING, THAT YOU SHOULD READ IT?

23 A. YES.

24 Q. MR. BAREFOOT EARLIER DURING HIS CROSS EXAMINATION
25 WAS GOING OVER THE CONTRACT THAT YOU SIGNED.

1 BY MS. HINDERSMAN:

2 AND I'M LOOKING AT EXHIBIT 14 FOR THE
3 COMMISSIONER.

4 CROSS EXAMINATION RESUMED BY MS. HINDERSMAN:

5 Q. AND IT LOOKS LIKE UNDER THIS INDEPENDENT CONTRACTOR
6 DECLARATION ON THE INITIAL PAGE, THERE ARE FAR LESS
7 TERMS THAN ARE IN THE LONG CONTRACT, BUT IT SAYS AT
8 THE TOP, IT SAYS "YOU AGREE BY SIGNING THIS YOU ARE
9 AN INDEPENDENT CONTRACTOR, AND YOU ARE NOT AN
10 EMPLOYEE OF STAFF CARE." DID YOU READ THIS AND
11 UNDERSTAND THIS WHEN YOU SIGNED IT?

12 A. YES.

13 Q. OKAY. AND WHEN YOU BEGAN WORKING AT McLEOD, YOU
14 TALKED ABOUT WHERE YOU ATTENDED AN ORIENTATION
15 CLASS.

16 BY MS. HINDERSMAN:

17 AND I AM NOW LOOKING AT EXHIBIT 18.

18 CROSS EXAMINATION RESUMED BY MS. HINDERSMAN:

19 Q. AND IT LOOKS LIKE YOU SIGNED SOME DOCUMENTS: AN
20 EMPLOYEE HEALTH VALIDATION FORM, AN EMPLOYEE HEALTH
21 URINE DRUG SCREEN. THEN IT SAYS "JOB DESCRIPTION;
22 THAT YOU HAVE RECEIVED YOUR JOB DESCRIPTION,
23 UNDERSTOOD ITS CONTENTS," AND THEN YOU SIGNED IT, A
24 DRESS CODE POLICY, AND THEN IT GOES ON. DID YOU
25 HAVE TO SIGN ANY DOCUMENTS ABOUT A DRESS CODE OR

1 UNDERSTANDING YOUR JOB WITH STAFF CARE?

2 A. THOSE PAPERS WERE GIVEN TO ME BY THE PEOPLE IN THE
3 OFFICES AT McLEOD.

4 Q. OKAY. AND YOU TALKED ABOUT YOUR NAME TAG. DID IT
5 LOOK LIKE THE ONE MS. WILLIAMS-BLAKE IS WEARING?

6 A. SIMILAR, YES.

7 Q. SO, IT HAD YOUR PICTURE AND McLEOD HEALTH ACROSS THE
8 TOP?

9 A. MM-HMM. (AFFIRMATIVE RESPONSE) AND YOUR DEPARTMENT.

10 Q. YOU SAID THAT MR. TERGERSEN WAS YOUR SUPERVISOR?

11 A. YES.

12 Q. AND MR. TERGERSEN WOULD HAVE BEEN UPSET IF YOU
13 SHOWED UP LATE OR DIDN'T SHOW UP AT ALL?

14 A. I WOULD SURMISE HE WOULD BE VERY UPSET.

15 Q. OKAY. AND YOU WOULD HAVE TALKED TO HUMAN RESOURCES
16 AT McLEOD IF YOU WERE SEXUALLY HARASSED, WOULDN'T
17 YOU?

18 A. YES.

19 Q. AND YOU HAD PLANNED TO WORK FOR McLEOD THROUGH MARCH
20 OF 2008, DIDN'T YOU?

21 A. YES.

22 Q. AND YOU FELL DOWN DECEMBER 21ST, 2007?

23 A. CORRECT.

24 Q. AND YOU RETURNED TO WORK AT McLEOD EVEN AFTER YOUR
25 FALL?

1 A. YES.

2 Q. AND YOU WERE LET GO DECEMBER 31ST BY McLEOD
3 SPECIFICALLY BY MR. TERGERSEN?

4 A. YES.

5 Q. SO, YOU WERE LET GO BY McLEOD AND STAFF CARE COULD
6 NOT CONTROL WHETHER McLEOD KEPT YOU WORKING, COULD
7 THEY?

8 A. AGAIN, I SURMISE IT'S THAT WAY.

9 Q. STAFF CARE WASN'T ABLE TO KEEP YOU YOUR JOB?

10 A. NOT IF McLEOD WANTED TO GET RID OF ME, NO.

11 Q. OKAY. SO, STAFF CARE PLACED YOU AT McLEOD. THEY
12 HAD NO CONTROL OVER YOUR WORK?

13 A. CORRECT.

14 Q. AND WHEN YOU WORKED; THEY DIDN'T HAVE ANY CONTROL
15 OVER WHEN YOU WORKED?

16 A. CORRECT.

17 Q. THEY DIDN'T HAVE CONTROL OVER WHAT YOU WORE, STAFF
18 CARE DIDN'T?

19 A. NO, MA'AM.

20 Q. THEY DIDN'T HAVE ANY CONTROL OVER HOW YOU PERFORMED
21 YOUR JOB?

22 A. NO.

23 Q. OR EVEN IF YOU HAD A JOB?

24 A. (PAUSE)

25 Q. McLEOD COULDN'T CONTROL THAT YOU WOULD HAVE A JOB

1 LONGER THAN YOU DID -- I MEAN, NOT McLEOD, STAFF
2 CARE, BECAUSE McLEOD CHOSE TO END YOUR CONTRACT?

3 A. OKAY.

4 Q. ISN'T THAT RIGHT?

5 A. YES.

6 Q. AND THE TRUTH IS YOU NEVER EVEN THOUGHT OF BEING AN
7 EMPLOYEE OF STAFF CARE, DID YOU?

8 A. I DON'T UNDERSTAND.

9 Q. YOU NEVER ---

10 A. THEY STILL SENT ME JOB SITE OFFERS.

11 Q. YOU NEVER THOUGHT OF YOURSELF AS AN EMPLOYEE OF
12 STAFF CARE, DID YOU?

13 A. NO.

14 Q. AND EVEN AFTER YOUR INJURY, YOU TOLD MEDICAL
15 PROVIDERS THAT YOU WERE INJURED AT WORK AND TO
16 CONTACT YOUR SUPERVISOR, KEITH TERGERSEN, FOR
17 WORKERS' COMP INFORMATION, DIDN'T YOU?

18 A. CORRECT.

19 Q. AND YOU TESTIFIED THAT YOU HAD TO HAVE A McLEOD
20 ANESTHESIOLOGIST OVERSEE YOU DURING SOME OF YOUR
21 WORK?

22 A. YES.

23 Q. HOW DID YOU KNOW THAT YOU HAD TO HAVE THAT
24 ANESTHESIOLOGIST IN THERE WITH YOU?

25 A. I WAS TOLD THAT THE FIRST DAY I WAS IN THE OPERATING

1 ROOM.

2 Q. WHO TOLD YOU THAT?

3 A. KEITH TERGERSEN.

4 Q. AND SO, EVEN THOUGH YOU MAY HAVE BEEN REGULATED BY
5 THIS LAW, WHO MADE SURE THAT THE LAW WAS COMPLIED
6 WITH AS FAR AS YOU KNOW?

7 A. I HAVE NO IDEA.

8 Q. MCLEOD MADE SURE THAT THERE WAS AN ANESTHESIOLOGIST
9 IN THE ROOM WITH YOU; ISN'T THAT RIGHT?

10 A. I WOULD ASSUME SO. I MEAN, I SIMPLY WAS TOLD BY
11 KEITH THAT "BEFORE YOU START AN INDUCTION, CALL THE
12 ANESTHESIOLOGIST."

13 Q. AND THERE WAS ALWAYS ONE IN THE ROOM, RIGHT?

14 A. YES.

15 Q. YOU DIDN'T GO AGAINST THAT POLICY?

16 A. NO.

17 Q. WHAT WOULD HAVE HAPPENED IF YOU WOULD HAVE DONE THAT
18 ON YOUR OWN?

19 A. I IMAGINE I COULD HAVE BEEN TERMINATED.

20 Q. AND IF YOU WERE HAVING A PROBLEM WITH A PATIENT,
21 WOULD YOU CALL SOMEONE AT STAFF CARE?

22 A. NO, I WOULD HAVE CALLED MY SUPERVISOR OR THE
23 ANESTHESIOLOGIST.

24 BY MS. HINDERSMAN:

25 ONE SECOND.

1 BY COMMISSIONER LYNDON:

2 OKAY.

3 BY MS. HINDERSMAN:

4 THAT'S ALL I HAVE.

5 BY COMMISSIONER LYNDON:

6 OKAY, MS. BLUESTEIN?

7 RE-DIRECT EXAMINATION BY MS. BLUESTEIN:

8 Q. DEE DEE, WHEN YOU WERE TAKING THE JOB WITH McLEOD,
9 DID YOU HAVE TO SUBMIT ALL OF YOUR CERTIFICATIONS TO
10 THEM PRIOR TO TAKING THE JOB WITH THEM, OR IS THAT
11 SOMETHING THAT WAS DONE AFTER YOU ACCEPTED THE JOB;
12 DO YOU RECALL?

13 A. EVERYTHING HAD TO BE DONE BEFORE.

14 Q. SO, ALL OF THAT INFORMATION WAS PRESENTED TO McLEOD
15 PRIOR TO ---

16 A. YES.

17 Q. --- YOU BEING ACCEPTED BY McLEOD; IS THAT RIGHT?

18 A. AND THE TEST THAT SHE REFERRED TO OF DRUG TESTING
19 AND STUFF WAS DONE THE FIRST DAY I WAS THERE.

20 Q. OKAY. I WANT TO POINT YOU TO PAGE 92 OF YOUR
21 DEPOSITION WHERE YOU WERE ASKED QUESTIONS ABOUT THE
22 DAY OF YOUR ACCIDENT, AND IF YOU WILL READ LINES 12
23 THROUGH 22 FOR ME, PLEASE.

24 A. ALL RIGHT. "THERE WAS SOMETHING ON OR NEAR THE HEAD
25 OF THE BED, BECAUSE I ONLY TOOK ONE STEP TO THE LEFT

1 OF DR. FOX TO GET AROUND THE EQUIPMENT. I DON'T
2 KNOW WHAT MY FOOT CAUGHT ON. IT SUDDENLY -- IT SURE
3 DIDN'T MOVE." "WAS THERE ANYTHING WET ON THE
4 FLOOR?" "NOT THAT I RECALL." "YOU SAY YOU DON'T
5 KNOW WHAT YOUR FOOT CAUGHT ON; DID YOU HAVE ANY
6 SCUFF MARKS ON YOUR SHOE OR ANYTHING?" "MY RIGHT
7 SHOE WAS ACROSS THE ROOM."

8 Q. OKAY, THANK YOU.

9 BY MS. BLUESTEIN:

10 COMMISSIONER, I DON'T HAVE ANYTHING ELSE.

11 BY MR. BAREFOOT:

12 A COUPLE OF FOLLOW UPS, YOUR HONOR.

13 BY COMMISSIONER LYNDON:

14 OKAY, MR. BAREFOOT, GO AHEAD.

15 RE-CROSS EXAMINATION BY MR. BAREFOOT:

16 Q. LET'S SORT OF PICK UP WHERE YOU LEFT OFF A LITTLE
17 BIT. YOU MENTIONED SUBMITTING CREDENTIALS. MA'AM,
18 YOU DIDN'T SUBMIT CREDENTIALS TO McLEOD, DID YOU?

19 A. I SENT THEM TO STAFF CARE WHO SENT THEM TO McLEOD.

20 Q. ALL RIGHT. BUT, THAT WAS GOING BACK AND FORTH
21 BETWEEN YOU AND STAFF CARE ABOUT GETTING ALL THAT
22 STUFF STRAIGHT, IS THAT RIGHT?

23 A. OKAY.

24 Q. YOU WERE ASKED ABOUT WHO WOULD YOU REPORT TO IF
25 SOMEBODY AT McLEOD SEXUALLY HARASSED YOU, BUT MA'AM,

1 THERE'S A NICE GUARD WE HAD TO SEE WHEN WE CAME IN
2 THIS BUILDING DOWNSTAIRS. DID YOU SEE HIM?

3 A. THE ONE THAT SIGNED US IN?

4 Q. AND GAVE YOU A STICKER.

5 A. YES, I SAW HIM.

6 Q. IF HE SAID SOMETHING SEXUALLY INAPPROPRIATE TO YOU
7 OR YOUR SISTER OR ANYBODY AROUND YOU, Y'ALL WOULD
8 REPORT IT TO THE PEOPLE HERE, WOULDN'T YOU?

9 A. YES.

10 Q. MS. HINDERSMAN ASKED YOU ABOUT MAKING SURE THAT
11 THERE WAS A McLEOD ANESTHESIOLOGIST WITH YOU ALL THE
12 TIME. MA'AM, DO YOU KNOW WHETHER OR NOT THE
13 ANESTHESIOLOGISTS WHO CAME TO McLEOD AND DID WORK
14 FOR THEM WERE EMPLOYEES OF McLEOD, OR WERE THEY JUST
15 DOCTORS WHO CAME IN AND HAD HOSPITAL PRIVILEGES?

16 A. I HAVE NO IDEA ABOUT THEIR SYSTEM.

17 Q. BUT AT THE END OF THE DAY, IF ANYBODY WOULD WANT TO
18 SUPERVISE THE DETAILS OF YOUR WORK, BEYOND WHAT THE
19 LAW REQUIRES, IT WOULD HAVE BEEN THE
20 ANESTHESIOLOGIST?

21 A. YES.

22 Q. AND YOU MENTIONED ABOUT HAVING TO GET THAT FORM TO
23 STAFF CARE BY 5:00 P.M. ON FRIDAY. WHAT HAPPENED IF
24 YOU DIDN'T GET THE FORM TO STAFF CARE BY 5:00 P.M.
25 ON FRIDAY?

1 A. MY PAYCHECK WOULD BE DELAYED.

2 Q. AND THAT'S YOUR PAYCHECK FROM STAFF CARE?

3 A. YES.

4 Q. AND I WANT TO MAKE SURE THIS IS CLEAR. I THINK IT
5 GOT CLARIFIED EARLIER. YOU SAID SOMETHING ABOUT A
6 HOTEL. STAFF CARE ACTUALLY FOUND YOU A HOTEL BUT IT
7 WOULDN'T ALLOW PETS?

8 A. CORRECT.

9 Q. SO, YOU ASKED SOMEBODY AT McLEOD, "HEY, DO Y'ALL
10 KNOW WHERE I CAN GET A HOTEL THAT ALLOWS PETS"?

11 A. NO, I ASKED STAFF CARE. I'LL TAKE THAT BACK. I
12 DON'T KNOW WHO I CONTACTED TO SAY "THIS HOTEL, I
13 LOOKED IT UP ON THE INTERNET, DOESN'T ALLOW PETS. I
14 NEED ANOTHER ROOM."

15 Q. GOTCHA. NOW, THERE WERE SOME QUESTIONS ABOUT IF YOU
16 VIOLATE THE RULES WHAT HAPPENS. IF YOU VIOLATE THE
17 RULES OF YOUR LICENSOR, YOU WOULD LOSE YOUR
18 C.R.N.A., ISN'T THAT RIGHT?

19 A. I COULD.

20 Q. THEN YOU COULDN'T WORK ANYMORE AS A C.R.N.A.?

21 A. CORRECT.

22 Q. SO, ULTIMATELY AT THE END OF THE DAY, IT'S YOUR
23 RESPONSIBILITY TO MAKE SURE YOU FOLLOW THE RULES OF
24 YOUR CERTIFICATION SO THAT YOU DON'T LOSE IT?

25 A. CORRECT.

1 BY MR. BAREFOOT:

2 THANK YOU.

3 BY MS. HINDERSMAN:

4 ONE FOLLOW UP.

5 RE-CROSS EXAMINATION BY MS. HINDERSMAN:

6 Q. MS. SHATTO, YOU WERE JUST ASKED BY MR. BAREFOOT IF
7 YOU DIDN'T TURN IN YOUR INVOICE BY 5:00 AT THE END
8 OF THE WEEK THEN YOU WOULDN'T BE PAID. IS THAT ANY
9 DIFFERENT THAN IF YOU WERE PAINTING A HOUSE AND YOU
10 DIDN'T SUBMIT THE BILL TO THE PERSON WHO OWNED THE
11 HOUSE, THEN YOU CAN'T BE PAID UNLESS YOU SUBMIT YOUR
12 BILL FOR SERVICES; IS THAT NOT RIGHT?

13 A. SAY THAT AGAIN.

14 Q. IF YOU ARE AN INDEPENDENT CONTRACTOR, YOU ARE NOT
15 GOING TO BE PAID UNLESS YOU SUBMIT AN INVOICE OR A
16 BILL; IS THAT NOT RIGHT?

17 A. CORRECT.

18 Q. OKAY.

19 BY MS. HINDERSMAN:

20 THAT'S ALL.

21 BY COMMISSIONER LYNDON:

22 MS. BLUESTEIN?

23 BY MS. BLUESTEIN:

24 I DON'T HAVE ANYTHING FURTHER.

25 BY MR. BAREFOOT:

1 BEING FIRST DULY SWORN, TESTIFIED ON HER OATH AS FOLLOWS:

2 BY COMMISSIONER LYNDON:

3 ALL RIGHT. PROCEED, SIR.

4 BY MR. BAREFOOT:

5 THANK YOU, YOUR HONOR.

6 DIRECT EXAMINATION BY MR. BAREFOOT:

7 Q. MS. WILLIAMS-BLAKE, ARE YOU THE DIRECTOR OF
8 OCCUPATIONAL HEALTH AT McLEOD HEALTH?

9 A. YES.

10 Q. HAVE YOU BEEN WITH THE HOSPITAL ABOUT SIX YEARS?

11 A. YES.

12 Q. OKAY. ARE YOU RESPONSIBLE FOR THE WORKERS'
13 COMPENSATION PROGRAM AT McLEOD?

14 A. YES.

15 Q. ARE YOU ALSO RESPONSIBLE FOR THE OPERATIONS OF
16 McLEOD EMPLOYEE HEALTH?

17 A. YES, SIR.

18 Q. OKAY. YOU HAVE BEEN IN HERE BECAUSE YOU ARE THE
19 REPRESENTATIVE OF McLEOD TODAY. THERE HAVE BEEN
20 SOME QUESTIONS ASKED ABOUT PAPERWORK THAT MS. SHATTO
21 COMPLETED WHEN SHE ACCEPTED HER LOCUM TENENS
22 ASSIGNMENT WITH McLEOD. WHY DID McLEOD GET THAT
23 PAPERWORK ON SOMEBODY WHO IS A LOCUM TENENS OR
24 CONTRACT PERSON?

25 A. ANY PAPERWORK THAT WE HAVE FILLED OUT IS REQUIRED BY

1 LAW EITHER BY JCAHO OR MEDICARE.

2 Q. WHO IS JCAHO?

3 A. IT'S JOINT COMMISSION ON HOSPITAL ACCREDITATION.

4 Q. SO, WHEN SOMEONE COMES TO WORK FOR YOU EVEN IF IT IS
5 A LOCUM TENENS POSITION OR A FULL-TIME EMPLOYEE, IS
6 THERE CERTAIN PAPERWORK THAT YOU HAVE TO GET?

7 A. YES.

8 Q. DOES THAT INCLUDE THE PHYSICAL EXAMINATION THAT
9 WOULD TAKE PLACE AT EMPLOYEE HEALTH?

10 A. YES.

11 Q. DOES THAT INCLUDE THE DRUG SCREENING AND THAT TYPE
12 THING?

13 A. YES.

14 Q. IN REGARDS TO THE JOB DUTIES AND THAT TYPE THING
15 THAT C.R.N.A. LOCUM TENENS WOULD HAVE TO GO THROUGH,
16 DO YOU KNOW ANYTHING ABOUT THAT, OR WOULD YOU REFER
17 THAT OVER TO MR. KEITH TERGERSEN?

18 A. THAT ACTUALLY GOES THROUGH HUMAN RESOURCES.

19 Q. I WANT TO MAKE SURE I UNDERSTAND THE EMPLOYMENT
20 PACKAGES. YOU MENTIONED JOINT COMMISSION ON
21 ACCREDITATION. WHAT IS THE SIGNIFICANCE OF THAT?
22 WHAT HAPPENS? WHY DOES McLEOD CARE ABOUT THAT?

23 A. WELL, IN ORDER FOR A HOSPITAL TO OPERATE, YOU HAVE
24 TO BE ACCREDITED BY AN ACCREDITING AGENCY. IN ORDER
25 TO RECEIVE MEDICARE OR MEDICAID FUNDS, YOU HAVE TO

1 MEET FEDERAL REQUIREMENTS, WHICH WOULD INCLUDE
2 GIVING SOMEBODY WHO IS GOING TO WORK A JOB
3 DESCRIPTION AND DOING A DRUG SCREEN AND THOSE KINDS
4 OF THINGS.

5 Q. A LOT OF QUESTIONS HAVE BEEN ASKED OR SOME AT LEAST
6 ABOUT THE NAME BADGE. DOES EVERYONE WHO COMES TO DO
7 WORK AT MCLEOD WHETHER THEY ARE A CONTRACTOR OR AN
8 EMPLOYEE GIVEN A NAME BADGE?

9 A. YES, THERE'S A LAW, THE LEWIS BLACKMAN ACT, THAT
10 REQUIRES THAT IF A PATIENT COMES INTO THE HOSPITAL,
11 THEY HAVE TO BE ABLE TO IDENTIFY THE PERSON TAKING
12 CARE OF THEM, THEIR TITLE, THEIR NAME, AND THEIR
13 PICTURE.

14 Q. I NOTICE THERE'S A MAGNETIC STRIP ON THE BACK OF THE
15 CARD. WHAT DOES THAT DO?

16 A. SOME EMPLOYEES CAN USE IT TO GET INTO THE PARKING
17 LOT. SOME CAN USE IT TO EAT IN THE CAFETERIA. IT
18 SERVES DIFFERENT PURPOSES.

19 Q. NOW, IF I GO TO THE HOSPITAL, DO THEY MAKE ME GET A
20 NAME TAG THAT SAYS "WALT BAREFOOT," CAN I PUT WHERE
21 I AM GOING?

22 A. YES.

23 Q. EVEN IF I AM JUST THERE VISITING MY GRANDMOTHER?

24 A. YES.

25 Q. WOULD I BE ALLOWED INTO CERTAIN AREAS OF THE

1 HOSPITAL FOR PERSONNEL ONLY IF I DID NOT HAVE ONE OF
2 THOSE CARDS THAT YOU'VE GOT?

3 A. NO, YOU WOULD NOT BE ALLOWED.

4 Q. WOULD THAT INCLUDE THE OPERATING ROOM?

5 A. CORRECT.

6 Q. NOW, ARE THERE DOCTORS IN FLORENCE WHO PRACTICE
7 MEDICINE AND HAVE HOSPITAL PRIVILEGES AT McLEOD WHO
8 ARE NOT EMPLOYEES OF McLEOD?

9 A. YES.

10 Q. DO THEY HAVE CARDS THAT HAVE THEIR PICTURE AND THE
11 LEWIS BLACKMAN INFORMATION YOU MENTIONED?

12 A. YES.

13 Q. ARE THEY REQUIRED TO WEAR THAT WHENEVER THEY ARE ON
14 CAMPUS ACCESSING THE OPERATING ROOMS AND THE AREAS
15 WHERE THEY HAVE TO WORK?

16 A. YES.

17 BY MR. BAREFOOT:

18 COMMISSIONER, I APPRECIATE IT. THAT'S ALL THE
19 QUESTIONS I HAVE AT THIS TIME.

20 BY COMMISSIONER LYNDON:

21 OKAY. MS. HINDERSMAN, DO YOU HAVE ANY
22 QUESTIONS?

23 BY MS. HINDERSMAN:

24 YES.

25 CROSS EXAMINATION BY MS. HINDERSMAN:

1 Q. MS. WILLIAMS-BLAKE, THIS IS THE FIRST I'VE HEARD
2 ABOUT THIS LAW, SO I AM INTERESTED TO HEAR A LITTLE
3 MORE ABOUT IT. YOU SAID THAT YOU HAVE TO HAVE THIS
4 NAME TAG; IT'S MANDATED. ON THE NAME TAG, IS IT
5 REQUIRED TO HAVE McLEOD WRITTEN ON THE TOP OF IT?

6 A. I DON'T KNOW IF IT REQUIRES THE HOSPITAL NAME. I
7 WOULD ASSUME IT DOES, BUT I DON'T KNOW.

8 Q. AND I GUESS YOU WOULD ASSUME IT DOES, SO SOMEONE
9 COULD IDENTIFY THAT THAT PERSON IS ASSOCIATED WITH
10 THE HOSPITAL?

11 A. RIGHT.

12 Q. AND YOU WERE ALSO TALKING ABOUT THE ORIENTATION
13 FORMS THAT ARE REQUIRED BY LAW AND THE JOB
14 DESCRIPTION. DOES THE LAW REQUIRE "EMPLOYEE" TO BE
15 WRITTEN ALL OVER THOSE DOCUMENTS?

16 A. NO, PROBABLY NOT.

17 Q. OKAY. AND AS FAR AS THE REIMBURSEMENT AND HOW THE
18 ARRANGEMENT WAS SET UP BETWEEN McLEOD AND STAFF
19 CARE, DID YOU HAVE ANY KNOWLEDGE ABOUT HOW THAT
20 WORKED?

21 A. I DON'T.

22 Q. OKAY. WOULD YOU HAVE ANY KNOWLEDGE ABOUT SINCE YOU
23 DO THE WORKERS COMP PORTION -- IS THAT RIGHT, IS
24 THAT WHAT YOU SAY YOU DO?

25 A. YES.

1 Q. OKAY.

2 BY MS. HINDERSMAN:

3 I AM LOOKING AT EXHIBIT 13 OF STAFF CARE'S
4 APAs.

5 CROSS EXAMINATION RESUMED BY MS. HINDERSMAN:

6 Q. SO, I GUESS DO Y'ALL FILL OUT THESE FIRST REPORT OF
7 INJURIES IN YOUR OFFICE?

8 A. YES.

9 Q. AND WHEN WAS THIS FIRST REPORT COMPLETED?

10 A. IT LOOKS LIKE MARCH OF '08.

11 Q. OKAY. AND WHO DOES IT LIST AT THE EMPLOYER?

12 A. McLEOD REGIONAL MEDICAL CENTER.

13 Q. AND WHO DOES IT LIST AS THE EMPLOYEE?

14 A. MILDRED SHATTO.

15 Q. AND WHO DOES IT LIST AT THE CLAIMS ADMINISTRATOR?

16 A. KEY RISK MANAGEMENT SERVICES.

17 Q. DOES IT SAY "DENIED" OR "IN DISPUTE" ANYWHERE ON THE
18 FORM?

19 A. NO, IT WOULDN'T.

20 Q. SO, Y'ALL DON'T PUT IF IT IS IN QUESTION?

21 A. NO, THIS IS SIMPLY A FIRST REPORT THAT AN OCCURRENCE
22 HAS OCCURRED OR AN INJURY OR ACCIDENT HAS OCCURRED
23 AT THE HOSPITAL.

24 BY MS. HINDERSMAN:

25 THAT'S ALL I HAVE.

1 BY COMMISSIONER LYNDON:

2 OKAY. MS. BLUESTEIN.

3 CROSS EXAMINATION BY MS. BLUESTEIN:

4 Q. IN PART OF THE PACKET OF INFORMATION THAT MS.
5 HINDERSMAN SUBMITTED, AND I WILL SHOW IT TO YOU,
6 THERE IS A SHEET THAT SAYS "DRESS CODE POLICY," AND
7 THAT WAS SIGNED BY MS. SHATTO.

8 A. MM-HMM. (AFFIRMATIVE RESPONSE)

9 Q. DO ANY OF THE LAWS YOU REFERENCED EARLIER REQUIRE
10 THAT PEOPLE IN HOSPITALS SUBMIT TO A DRESS CODE?

11 A. HOSPITALS HAVE THEIR OWN INDIVIDUAL DRESS CODES.
12 SO, I DON'T THAT FEDERAL OR STATE LAW REQUIRES THAT.

13 Q. SO, JCAHO WOULDN'T HAVE ANY DRESS CODE REQUIREMENTS?

14 A. WELL, YES, THEY WOULD. THEY WOULD HAVE SOME
15 SPECIFIC REQUIREMENTS FOR STERILE AREAS, AND THAT
16 TYPE OF THING.

17 Q. OKAY. ACCORDING TO THIS DRESS CODE POLICY, YOU CAN
18 READ WHAT IS REQUIRED BY MALES AND FEMALES. CAN YOU
19 READ THOSE OUT LOUD FOR US?

20 A. "MALE EMPLOYEES SHOULD WEAR COATS AND TIES, SUITS,
21 SPORT JACKETS, SLACKS, TIES, OR CONSERVATIVE SLACKS,
22 DRESS SHIRTS AND TIES. CASUAL OUTFITS SUCH AS
23 JEANS, DENIM CLOTHES, SHORTS, OR ATHLETIC ATTIRE ARE
24 NOT ACCEPTABLE. SHIRTS WITH NO COLLARS ARE
25 UNACCEPTABLE. FEMALE EMPLOYEES SHOULD WEAR

1 UNIFORMS, DRESSES, SUITS, OR COORDINATED
2 BLOUSE/SLACKS OUTFITS SUITABLE FOR A BUSINESS
3 MEDICAL ENVIRONMENT. OUTFITS MUST HAVE SLEEVES, NO
4 SLEEVELESS" -- I GUESS THAT SHOULD SAY "SHIRTS." --
5 "CASUAL OUTFITS SUCH AS JEANS, DENIM CLOTHES,
6 SHORTS, CAPRIS, OR ATHLETIC ATTIRE ARE NOT
7 ACCEPTABLE. FEMALE EMPLOYEES WILL NOT BE PERMITTED
8 TO COME TO WORK OR TRAINING DRESSED IN SHORTS, T-
9 SHIRTS, TANK TOPS, HALTER TOPS, BARE MIDRIF SHIRTS
10 AND BLOUSES, SUN DRESSES, AND ITEMS THAT ARE NOT
11 SUFFICIENT OPAQUE TO CONCEAL UNDERGARMENTS."

12 Q. IS THE PARTICULAR DRESS CODE THAT YOU JUST READ
13 ALOUD, IS THAT McLEOD'S INDIVIDUAL DRESS POLICY THAT
14 SHE SIGNED HER UNDERSTANDING OF, OR IS THAT ONE OF
15 THE ONES THAT WAS REQUIRED BY FEDERAL LAW THAT DEALT
16 WITH STERILE ENVIRONMENTS?

17 A. THIS IS McLEOD'S.

18 Q. OKAY. THANK YOU.

19 BY MS. BLUESTEIN:

20 COMMISSIONER, I BELIEVE THAT'S IT.

21 BY COMMISSIONER LYNDON:

22 OKAY.

23 BY MR. BAREFOOT:

24 A COUPLE OF FOLLOW UPS.

25 BY COMMISSIONER LYNDON:

1 WHOLE TRUTH, AND NOTHING BUT THE TRUTH CONCERNING THE
2 MATTER HEREIN:

3 DIANE BRYANT,

4 BEING FIRST DULY SWORN, TESTIFIED ON HER OATH AS FOLLOWS:
5 BY COMMISSIONER LYNDON:

6 ALL RIGHT. ANSWER ANY QUESTIONS MR. BAREFOOT
7 MAY HAVE, PLEASE.

8 BY MR. BAREFOOT:

9 THANK YOU, COMMISSIONER.

10 DIRECT EXAMINATION BY MR. BAREFOOT:

11 Q. MS. BRYANT, I KNOW THIS IS AWKWARD BECAUSE I AM
12 SITTING AT ONE END OF THE TABLE, AND YOU'VE GOT TO
13 LOOK AT ME, AND THERE ARE OTHER PEOPLE AROUND HERE,
14 TOO. BUT JUST TRY TO RELAX AS BEST YOU CAN. ARE
15 YOU THE DIRECTOR OF PAYROLL WITH MCLEOD HEALTH?

16 A. YES, I AM.

17 Q. HAVE YOU BEEN WITH THE HOSPITAL SINCE 1976?

18 A. YES, I HAVE.

19 Q. ALL RIGHT. ARE YOU RESPONSIBLE FOR MCLEOD'S
20 PAYROLL?

21 A. YES, SIR.

22 Q. IN ADDITION TO PAYING PEOPLE WAGES FOR THE WORK THEY
23 DO WHEN THEY ARE EMPLOYEES OF MCLEOD, ARE YOU ALSO
24 RESPONSIBLE FOR KEEPING UP WITH THE BENEFITS, SOME
25 OF THE BENEFITS ASSOCIATED WITH BEING AN EMPLOYEE?

1 A. YES, SIR.

2 Q. OKAY. ARE YOU ABLE TO LOOK AT THE PAYROLL RECORD
3 AND SEE IF ANY PAYMENTS HAVE BEEN MADE BY McLEOD TO
4 A NAME OR A SOCIAL SECURITY NUMBER?

5 A. YES, SIR.

6 Q. DID YOU CHECK BOTH THE SOCIAL SECURITY NUMBER AND
7 NAME FOR MS. MILDRED DEE DEE SHATTO?

8 A. YES, SIR.

9 Q. DID YOU FIND ANYTHING?

10 A. NO, SIR.

11 Q. ANY INDICATION SHE WAS GIVEN ANY BENEFITS BY McLEOD?

12 A. NO, SIR.

13 Q. ANY INDICATION SHE WAS EVER PAID ANY SORT OF WAGES
14 OR EARNINGS BY McLEOD?

15 A. NO, SIR.

16 Q. WHEN TALKING ABOUT BENEFITS, ARE WE TALKING ABOUT
17 VACATION TIME?

18 A. YES, SIR.

19 Q. ARE EMPLOYEES OF McLEOD GIVEN VACATION TIME AND SICK
20 DAYS?

21 A. IF THEY WORK 40 HOURS AND ABOVE, THEY GET P.T.O.,
22 AND THAT'S PAID TIME OFF VACATION.

23 Q. AND 401K IS AVAILABLE TO EMPLOYEES?

24 A. 401K IS AVAILABLE AND IS AN AUTOMATIC DEDUCTION IF
25 THEY ARE NOT P.R.N. STATUS.

1 Q. AND P.R.N. IS AS NEEDED?

2 A. RIGHT.

3 Q. OKAY.

4 BY MR. BAREFOOT:

5 COMMISSIONER, THAT'S ALL THE QUESTIONS I HAVE
6 FOR MS. BRYANT AT THIS TIME.

7 BY COMMISSIONER LYNDON:

8 MS. HINDERSMAN.

9 CROSS EXAMINATION BY MS. HINDERSMAN:

10 Q. MS. BRYANT, IN YOUR WORK AT McLEOD, WOULD YOU DEAL
11 WITH PAYING OUT REIMBURSING A COMPANY LIKE STAFF
12 CARE OR PAYING INVOICES THAT THEY SEND YOU?

13 A. NO, MA'AM, THAT'S NOT PART OF PAYROLL.

14 Q. OKAY. SO, WHO WOULD DO THAT AT McLEOD?

15 A. ACCOUNTS PAYABLE.

16 Q. ACCOUNTS PAYABLE?

17 A. ACCOUNTING, MM-HMM. (AFFIRMATIVE RESPONSE)

18 Q. SO, YOU DON'T KNOW IF SOMEONE WAS PAYING A STAFF
19 CARE AGENCY FOR MS. SHATTO'S WORK; THAT WOULDN'T
20 HAVE BEEN A PART OF YOUR JOB?

21 A. NO, MA'AM.

22 BY MS. HINDERSMAN:

23 THAT'S ALL I HAVE.

24 BY MS. BLUESTEIN:

25 I DON'T HAVE ANYTHING.

1 A. THAT IS CORRECT.

2 Q. ALL RIGHT. ARE YOU RESPONSIBLE FOR THE STAFFING OF
3 C.R.N.A.s AT McLEOD?

4 A. I AM.

5 Q. ARE YOU FAMILIAR WITH A COMPANY CALLED STAFF CARE?

6 A. YES, I AM.

7 Q. WHAT DOES STAFF CARE DO?

8 A. STAFF CARE IS A TEMPORARY AGENCY THAT GIVES ME AN
9 OPPORTUNITY TO HAVE SOME TEMPORARY STAFFING AND GIVE
10 US SHORT-TERM HELP.

11 Q. OKAY. IN NOVEMBER OF 2007, DID YOU ENTER INTO A
12 CONTRACT ON BEHALF OF McLEOD WITH STAFF CARE TO MEET
13 A TEMPORARY NEED YOU HAD FOR A C.R.N.A.?

14 A. I DID.

15 Q. OKAY. WHO DID THEY SEND?

16 A. MS. MILDRED SHATTO.

17 Q. OKAY. TO YOUR KNOWLEDGE, DID McLEOD EVER ENTER INTO
18 ANY SORT OF CONTRACT DIRECTLY WITH McLEOD TO MS.
19 SHATTO?

20 A. NOT THAT I'M AWARE OF.

21 Q. IS IT YOUR UNDERSTANDING THAT SHE EVER BECAME AN
22 EMPLOYEE? LET ME REPHRASE THAT. IF SHE BECAME AN
23 EMPLOYEE OF McLEOD WITHIN TWO YEARS OF WHEN SHE
24 FIRST CAME TO DO WORK LOCUM TENENS THAT McLEOD WOULD
25 HAVE TO PAY STAFF CARE \$22,000?

1 A. THAT IS CORRECT.

2 Q. TELL ME ABOUT THE TERMS OF THE CONTRACT WITH STAFF
3 CARE BETWEEN McLEOD AND STAFF CARE IF YOU REMEMBER.

4 A. THE TERMS WERE TO PROVIDE PROFESSIONAL SERVICES FROM
5 A C.R.N.A. FOR A PERIOD OF TIME. THEY WOULD BILL US
6 FOR THOSE HOURS, AND WE WOULD PAY STAFF CARE FOR
7 THOSE HOURS.

8 Q. DO YOU KNOW WHAT MS. SHATTO WAS BEING PAID BY STAFF
9 CARE?

10 A. I HAVE NO IDEA.

11 Q. ARE YOU FAMILIAR WITH THE TERMS OF THE CONTRACT THAT
12 MS. SHATTO HAD WITH STAFF CARE?

13 A. I AM NOT.

14 Q. DID MS. SHATTO EVER BECOME AN EMPLOYEE OF McLEOD?

15 A. NO.

16 Q. DID McLEOD EVER PAY STAFF CARE \$22,000 FOR THAT TO
17 HAPPEN?

18 A. NO.

19 Q. ARE YOU YOURSELF A C.R.N.A.?

20 A. I AM.

21 Q. HAVE YOU EVER WORKED LOCUM TENENS?

22 A. I HAVE.

23 Q. OR LOCUM TENENS, IF I AM SAYING IT RIGHT?

24 A. I HAVE.

25 Q. OKAY. WELL, LET'S TAKE A STEP BACK THEN. ARE YOU

1 CURRENTLY AN EMPLOYEE YOURSELF OF McLEOD?

2 A. I AM, YES.

3 Q. DO YOU GET SOME SORT OF BENEFITS OTHER THAN JUST
4 YOUR PAY RELATIVE TO BEING AN EMPLOYEE?

5 A. I DO.

6 Q. DO YOU GET VACATION TIME?

7 A. I GET VACATION TIME.

8 Q. DO LOCUM TENENS OR IN THIS SPECIFIC CASE, MS.
9 SHATTO, DID SHE GET VACATION TIME?

10 A. NO.

11 Q. DO YOU GET GROUP HEALTH INSURANCE?

12 A. WE DO.

13 Q. DID MS. SHATTO GET GROUP HEALTH INSURANCE?

14 A. NO.

15 Q. DO YOU PARTICIPATE IN A 401K?

16 A. I DO.

17 Q. DOES McLEOD MAKE CONTRIBUTIONS TO THAT FOR YOU?

18 A. YES.

19 Q. DID MS. SHATTO GET 401K CONTRIBUTIONS?

20 A. NO.

21 Q. DOES McLEOD PAY FOR CONTINUING EDUCATION FOR YOU AS
22 A C.R.N.A. EMPLOYEE OF THEIRS?

23 A. YES.

24 Q. DID THEY PAY FOR ANY CONTINUING EDUCATION FOR MS.
25 SHATTO?

1 A. NO.

2 Q. DO YOU HAVE MEDICAL MALPRACTICE COVERAGE?

3 A. YES.

4 Q. DOES McLEOD PROVIDE THAT FOR YOU?

5 A. YES, THEY DO.

6 Q. DID THEY PROVIDE THAT FOR MS. SHATTO?

7 A. NO, THEY DID NOT.

8 Q. THERE WAS SOME DISCUSSION EARLIER ABOUT THE
9 INTERACTION BETWEEN THE C.R.N.A. AND THE
10 ANESTHESIOLOGIST. THE ANESTHESIOLOGISTS WHO COME TO
11 McLEOD AND HAVE HOSPITAL PRIVILEGES THERE, ARE THEY
12 EMPLOYEES OF McLEOD?

13 A. THEY ARE NOT.

14 Q. ARE THEY THEMSELVES -- I DON'T EXACTLY UNDERSTAND.
15 ARE THEY CONTRACTORS WITH HOSPITAL PRIVILEGES; HOW
16 DOES THAT WORK?

17 A. TO MY UNDERSTANDING, THEY ARE A PRIVATELY-CONTRACTED
18 GROUP. THEY FORM THEIR OWN CORPORATION, AND THEIR
19 PROFESSIONAL SERVICES ARE REIMBURSED BY McLEOD.

20 Q. MS. SHATTO TESTIFIED ABOUT THIS EARLIER, BUT I AM
21 GOING TO ASK YOU AS WELL. THE MACHINES THAT DOCTORS
22 USE, ARE THOSE CALLED ANESTHESIOLOGY MACHINES?

23 A. ANESTHESIA MACHINES IS THE CORRECT TERM.

24 Q. OKAY. THAT'S WHY I DIDN'T KNOW WHETHER TO SAY
25 ANESTHESIOLOGY OR ANESTHESIA. HOW BIG A MACHINE ARE

1 WE TALKING ABOUT?

2 A. THE CURRENT MACHINES AT McLEOD ARE BIGGER THAN THIS
3 CART. THEY COMPOSE SEVERAL MECHANISMS FOR PROVIDING
4 THE DELIVERY OF ANESTHESIA.

5 Q. BIGGER THAN THAT CART, IT LOOKS TO ME LIKE THAT CART
6 MY BE TWO AND ONE-HALF BY TWO FOOT BY FIVE FEET
7 TALL?

8 A. A LITTLE TALLER AND A LITTLE WIDER. WE HAVE SOME
9 THAT ARE TALLER AND SOME THAT ARE SMALLER.

10 Q. IS MS. SHATTO THE FIRST C.R.N.A. THAT HAS EVER BEEN
11 SENT TO YOU BY A TEMPORARY AGENCY?

12 A. NO.

13 Q. HAS ANY C.R.N.A. WHO HAS EVER COME TO YOU BROUGHT
14 THEIR ANESTHESIA MACHINE WITH THEM?

15 A. WE WOULDN'T ALLOW IT, NO.

16 Q. AND THAT'S BECAUSE AT THE END OF THE DAY, McLEOD IS
17 RESPONSIBLE FOR THE ANESTHESIA MACHINE?

18 A. THAT IS CORRECT.

19 Q. IS THAT BY LAW?

20 A. THAT IS CORRECT.

21 Q. DO YOU RECALL A CONVERSATION WHEN MS. SHATTO CALLED
22 YOU AND ASKED IF SHE NEEDED TO BRING ANY SUPPLIES OR
23 EQUIPMENT WITH HER?

24 A. NO.

25 Q. THE I.D. CARD, YOU DON'T HAVE ONE ON TODAY?

1 A. NO, NOT TODAY. I AM NOT AT McLEOD.

2 Q. I AM SORRY TO BRING YOU IN ON A DAY OFF.

3 A. THAT'S ALL RIGHT.

4 Q. THE I.D. CARD, IS THAT ONLY ISSUED TO EMPLOYEES OF
5 McLEOD?

6 A. NO, ALL -- ANY STUDENT OR ANYONE WITHIN THE HOSPITAL
7 CONFINES HAVE GOT TO IDENTIFY THEMSELVES AND WHO
8 THEY ARE. THE LEWIS BLACKMAN ACT IS WHAT COMES TO
9 MIND BEING THAT YOU HAVE TO PROPERLY REPRESENT
10 YOURSELF. IN THE CASE OF A LOCUM OR ANY TEMPORARY
11 STAFF EMPLOYEE, THEY GET A BADGE THAT IS SIMILAR,
12 BUT ON THEIR BADGE, IT SAYS "CONTRACT STAFF." SO,
13 IT CLEARLY DELINEATES AN EMPLOYEE VERSUS A CONTRACT
14 STAFF MEMBER.

15 Q. AND ON DOCTORS' TAGS, WHAT DOES IT SAY?

16 A. JUST THEIR TITLE AS PHYSICIAN.

17 Q. NOW, OTHER THAN YOU, DO YOU HAVE ANY OTHER C.R.N.A.s
18 RIGHT NOW WHO ARE EMPLOYEES OF McLEOD?

19 A. YES.

20 Q. DO THEY GET ANY SORT OF PER DIEM FOR LIVING
21 EXPENSES?

22 A. NO.

23 Q. OKAY. DOES ANYBODY RENT THEM A CAR TO GO BACK AND
24 FORTH TO WORK?

25 A. NO.

1 Q. THE EMPLOYEE C.R.N.A.s, ARE THEY ON CALL?

2 A. YES.

3 Q. WAS MS. SHATTO EVER ON CALL?

4 A. NO.

5 Q. IN REGARDS TO THE OPERATING ROOM, DID MS. SHATTO
6 WORK ANYWHERE OTHER THAN THE OPERATING ROOM AT
7 McLEOD?

8 A. AS A CONTRACT STAFF -- THE DIFFERENCE BETWEEN A
9 CONTRACT STAFF AND AN EMPLOYEE FOR US IS THAT I CAN
10 TAKE MY EMPLOYEES AND TAKE THEM ANYWHERE WITHIN THE
11 ORGANIZATION. THE ORIENTATION PROCESS FOR EMPLOYEE
12 ENCOMPASSES NOT ONLY THE MAIN OPERATING ROOM, BUT WE
13 HAVE A CARDIAC AREA. WE STAFF THE O.B. DEPARTMENT.
14 WE STAFF ANOTHER FLOOR THAT IS SEPARATE. WE PROVIDE
15 ANESTHESIA SERVICES THROUGHOUT THE ORGANIZATION, IN
16 THE E.R., THE RADIOLOGY SUITES, THE CATH LAB.
17 TYPICALLY, ANY ONE OF THE SHORT-TERM LEVEL CONTRACT
18 STAFF, I WOULD NOT ORIENT THEM TO THOSE AREAS.
19 THERE'S NO POSSIBILITY -- IT'S VERY COMPLEX.
20 THERE'S A LOT OF NOOKS AND CRANNIES FOR CODES,
21 MEANING IF A PATIENT NEEDS LIFE SUPPORT, WE ARE
22 CALLED TO PROVIDE THAT SERVICE. CONTRACT STAFF
23 WOULD NEVER DO THAT. IT'S JUST TOO LIBELOUS FOR US
24 TO ALLOW A CONTRACT STAFF TO GET INTO THOSE PLACES
25 WHERE THEY COULDN'T FIND, THEY DON'T KNOW WHERE THE

1 EQUIPMENT IS. THERE'S A LOT OF ELEMENTS THAT A
2 CONTRACT STAFF WOULD NOT HAVE. SO, I WOULD NOT
3 STAFF THEM BECAUSE OF THOSE VARIABLES FOR PATIENT
4 CARE AND SAFETY AS THE REASONS.

5 Q. SO, DID SHE WORK ANYWHERE OTHER THAN THE OPERATING
6 ROOM?

7 A. NO.

8 Q. OKAY. THE OPERATING ROOM, IS THAT TO BE A STERILE
9 ENVIRONMENT?

10 A. YES.

11 Q. DOES McLEOD PROVIDE STERILE GARBING FOR EVERYONE WHO
12 GOES IN THERE?

13 A. THAT IS CORRECT.

14 Q. SO, YOU SAID SOMETHING I WASN'T AWARE OF. SO, MS.
15 SHATTO HAD TO GO THROUGH AN ORIENTATION WHEN SHE
16 CAME TO WORK WITH Y'ALL?

17 A. I THINK JOINT COMMISSION REQUIRES EVERY PERSON
18 STEPPING ONTO THE PROPERTY OF McLEOD HAVE A BASIC
19 SENSE OF WHAT McLEOD VALUES AND THEIR MISSION AND
20 FIRE SAFETY. SO, BASIC THINGS COMING INTO OUR
21 ORGANIZATION IS REQUIRED FOR ANYONE COMING IN.

22 Q. DID YOU SAY THAT MS. SHATTO WOULDN'T HAVE GOTTEN THE
23 FULL ORIENTATION FOR ALL EMPLOYEES BECAUSE THERE
24 WERE CERTAIN AREAS SHE WASN'T GOING TO BE WORKING
25 IN, SO YOU DIDN'T NEED TO ORIENT HER TO THOSE?

1 A. THAT IS CORRECT.

2 Q. NOW, AS A C.R.N.A. YOURSELF, ARE YOU STILL LICENSED
3 IN SOUTH CAROLINA?

4 A. I AM.

5 Q. HAVE YOU EVER BEEN APPOINTED TO ANY BOARDS REGARDING
6 THE STATUTES AND REGULATIONS REGARDING ---

7 A. I HAVE. GOVERNOR DAVID BEASLEY APPOINTED ME IN 1997
8 TO SIT ON THE STATE BOARD OF NURSING. I WAS IN MANY
9 COMMITTEES WITH THE BOARD OF MEDICINE AND THE BOARDS
10 OF NURSING TO REVAMP OUR PRACTICE ACT. I SAT ON
11 MANY COMMITTEES FOR THE LANGUAGE THAT WE CURRENTLY
12 HAVE AS C.R.N.A.s HERE.

13 Q. SO, WHEN YOU SAY "PRACTICE ACT," DO YOU MEAN THAT
14 THERE IS ACTUAL LAW THAT GOVERNS WHAT C.R.N.A.s CAN
15 AND CANNOT DO?

16 A. THAT IS CORRECT.

17 Q. AND AS A C.R.N.A. YOURSELF, IS IT YOUR
18 RESPONSIBILITY AT THE END OF THE DAY TO MAKE SURE
19 THAT YOU'VE DONE WHAT YOU WERE SUPPOSED TO DO WITHIN
20 THE LAW AND THE PROFESSIONAL RESPONSIBILITIES YOU
21 ACCEPTED?

22 A. MOMENT BY MOMENT, THAT'S EXACTLY RIGHT.

23 Q. AND DO YOU HAVE TO EXERCISE INDEPENDENT JUDGEMENT TO
24 DO THAT?

25 A. YES, WE DO.

1 BY MR. BAREFOOT:

2 YOUR HONOR, I APPRECIATE IT. I BELIEVE THAT'S
3 ALL THE QUESTIONS I HAVE.

4 BY COMMISSIONER LYNDON:

5 MS. HINDERSMAN.

6 CROSS EXAMINATION BY MS. HINDERSMAN:

7 Q. MR. TERGERSEN, I AM CANDY HINDERSMAN.

8 A. OKAY.

9 Q. AND I WANT TO GET STARTED. WHY WOULD MS. SHATTO
10 HAVE CALLED YOU HER SUPERVISOR?

11 A. I AM RESPONSIBLE. I AM THE RESPONSIBLE ENTITY AT
12 McLEOD FOR THE PRACTICE OF THE C.R.N.A.s. THE
13 ORGANIZATION LOOKS FOR ME TO PROVIDE LEADERSHIP AND
14 SUPPORT FOR ANY SUPERVISION OF THE C.R.N.A.s WITHIN
15 THE ORGANIZATION.

16 Q. OKAY. AND YOU WERE TALKING ABOUT HOW ANYONE WHO
17 SETS FOOT ON THE CAMPUS OF McLEOD WOULD BE REQUIRED
18 TO HAVE A NAME TAG. SO, I AM ASSUMING IF YOU ARE A
19 VISITOR, YOU ARE GIVEN A NAME TAG; IS THAT RIGHT?

20 A. THAT IS CORRECT.

21 Q. BUT WOULD MY NAME TAG IF I WAS SETTING FOOT ON
22 McLEOD HAVE MY PICTURE AND DEPARTMENT I WAS IN?

23 A. IT WOULD DEPEND ON WHAT RELATIONSHIP ---

24 Q. IF I WAS NOT GOING TO BE WORKING THERE.

25 A. NO, IT WOULD NOT.

1 Q. OKAY.

2 A. AS A VISITOR, NO.

3 Q. AND YOU WERE TALKING ABOUT WHAT STAFF CARE, AND THEY
4 ARE A TEMPORARY AGENCY YOU DESCRIBED THEM AS. AS
5 FAR AS YOUR KNOWLEDGE GOES, ARE THEY A LICENSED
6 MEDICAL PROVIDER?

7 A. I AM NOT SURE I UNDERSTAND YOUR QUESTION.

8 Q. WELL, I AM SURE THAT ---

9 A. THE INDIVIDUAL C.R.N.A.s ARE REQUIRED TO POSSESS
10 THEIR OWN CREDENTIALING, AND THEY HAVE TO BE
11 PRESENTED AS SUCH WITH THOSE AGENCIES.

12 Q. OKAY. BUT STAFF CARE DOESN'T PRACTICE MEDICINE;
13 THEY DON'T HAVE A HOSPITAL OF THEIR OWN NAMED STAFF
14 CARE WHERE THEY PRACTICE MEDICINE?

15 A. THAT IS CORRECT.

16 Q. NOT THAT YOU ARE AWARE OF?

17 A. CORRECT.

18 Q. THEY JUST PROVIDE THE NURSES TO OTHER HOSPITALS?

19 A. THAT IS CORRECT.

20 Q. SO, THEY COULDN'T HAVE BEEN IN A POSITION TO PROVIDE
21 THE MEDICAL EQUIPMENT; THAT'S WHAT THE HOSPITAL
22 WOULD PROVIDE?

23 A. YES, IN SOME SENSE. MOST C.R.N.A.s PRACTICE WITHIN
24 A CERTAIN SCOPE, AND THERE ARE THINGS THAT ARE
25 REQUIRED UNDER MONITORING THAT WE WOULD BRING

1 PERSONALLY OUR OWN, OUR OWN MONITORING WHETHER IT'S
2 A NERVE STIMULATOR OR PRECORDIAL STETHOSCOPE SUCH AS
3 THAT.

4 Q. OKAY. AND MS. SHATTO WOULD NOT HAVE BEEN FREE TO
5 JUST SHOW UP TO WORK WHENEVER SHE WANTED, WOULD SHE
6 HAVE BEEN?

7 A. (PAUSE)

8 Q. COULD SHE HAVE SHOWN UP -- HER SHIFT WAS, I THINK
9 SHE TESTIFIED, FROM NINE TO FIVE. COULD SHE HAVE
10 SHOWN UP AT 11:00?

11 A. THAT WOULDN'T HAVE BEEN A GOOD THING TO DO FROM OUR
12 STAFFING STANDPOINT, NO.

13 Q. AND WHAT WOULD YOU DO IF THAT WAS A REPEATED
14 PROBLEM?

15 A. I WOULD CALL STAFF CARE AND HAVE TO SPEAK WITH STAFF
16 CARE REGARDING HER BEHAVIOR.

17 Q. BUT DOESN'T THE CONTRACT WITH MCLEOD AND STAFF CARE
18 SAY THAT THEY HAVE NO CONTROL OVER YOUR RELATIONSHIP
19 WITH HER AND HOW SHE PERFORMS HER DUTIES?

20 A. IF HER DUTIES WERE SUBOPTIMAL OR SUBPERFORMANCE, I
21 WOULD HAVE AN IMMEDIATE CALL TO STAFF CARE.

22 Q. DID YOU CALL STAFF CARE IN THIS CASE?

23 A. I'VE MADE SEVERAL PHONE CALLS TO STAFF CARE.

24 Q. BUT STAFF CARE DOESN'T HAVE ANY CONTROL OVER WHETHER
25 YOU ARE HAPPY WITH HER OR NOT AND IF YOU END THE

1 RELATIONSHIP. YOU CAN END IT WITHOUT TALKING TO
2 STAFF CARE; ISN'T THAT TRUE?

3 A. NO.

4 Q. ISN'T THAT WHAT THE CONTRACT SAYS? HAVE YOU READ
5 THE CONTRACT?

6 A. IF SHE WAS UNSAFE, I WOULD PULL HER OUT OF PRACTICE,
7 BUT I WOULD STILL BE -- I WOULD HAVE TO HAVE SOME
8 RELATIONSHIP WITH STAFF CARE TO DETERMINE THAT SHE
9 WAS UNFIT FOR DUTY.

10 Q. SO, YOU ARE SAYING THAT YOU WEREN'T FREE TO JUST LET
11 HER GO?

12 A. IN REGARDS TO?

13 Q. AS A STAFF NURSE, YOU COULDN'T JUST SAY "I NO LONGER
14 NEED YOU" ON YOUR END; YOU DIDN'T HAVE THAT RIGHT?

15 A. IF I WAS UNHAPPY WITH MS. SHATTO'S PERFORMANCE, I
16 WOULD HAVE HAD TO CALL STAFF CARE, AND I THINK I HAD
17 SOME LEEWAY IN THAT DOCUMENT TO STATE SUCH, AND THEY
18 WOULD PROVIDE ANOTHER PROVIDER. THAT'S THE WAY I
19 UNDERSTOOD THE CONTRACT.

20 Q. BUT ISN'T IT TRUTH IT SAYS IN THE CONTRACT, AND WE
21 CAN GO THROUGH IT, THAT YOU HAVE THE AUTOMATOUS
22 RIGHT TO END YOUR RELATIONSHIP WITH HER? YOU DIDN'T
23 HAVE TO TALK TO STAFF CARE TO END YOUR RELATIONSHIP
24 WITH HER?

25 A. I DIDN'T HAVE THAT UNDERSTANDING.

1 Q. OKAY. AND YOU SAID THAT SHE WAS REQUIRED TO ATTEND
2 ORIENTATION?

3 A. ANYONE COMING INTO THE ORGANIZATION IS BY JOINT
4 COMMISSION STANDARDS REQUIRED TO ATTEND A BRIEF
5 ORIENTATION.

6 Q. AND YOU SAID THAT THAT WOULD ACCLIMATE THEM WITH THE
7 MOTTO AND KIND OF WHAT McLEOD IS SETTING OUT TO DO?

8 A. IN ESSENCE, JUST GIVING THEM AN OVERVIEW OF WHO
9 McLEOD IS AND WHAT WE ARE IN THE PEE DEE, AND BEING
10 ABLE TO AS A NEW SOMEBODY COMING INTO THE HOSPITAL
11 GIVING THEM A BASES FOR JUST BASIC THINGS THAT WE
12 REQUIRE ANYONE TO UNDERSTAND, FIRE SAFETY AND THINGS
13 ALONG THOSE LINES.

14 Q. SO, WOULDN'T YOU WANT THEM TO UNDERSTAND ALL OF
15 THESE THINGS BECAUSE THEY ARE REPRESENTING McLEOD?

16 A. THEY ARE NOT REPRESENTING McLEOD. THEY ARE COMING
17 IN TO PROVIDE A PROFESSIONAL SERVICE IN THE O.R.

18 Q. THEY ARE NOT REPRESENTING McLEOD BUT THEY ARE
19 WEARING McLEOD SCRUBBS AND McLEOD NAME TAGS?

20 A. THEY WOULD BE REQUIRED -- ANYONE WOULD BE REQUIRED
21 TO HAVE THAT.

22 Q. SO, WOULD ANYONE BE REQUIRED TO FOLLOW THE McLEOD
23 DRESS CODE THAT IS SET OUT?

24 A. WE HAVE A DRESS CODE, CERTAINLY. IN THE OPERATING
25 ROOM, WE HAVE OUR OWN DRESS CODE.

1 Q. RIGHT, BUT AS FAR AS PROFESSIONALISM, WOULD ANYONE
2 BE REQUIRED -- EVEN IF I WERE COMING IN LIKE YOU
3 SAID TO GO LOOK AT AN OPERATING ROOM, AND I HAD TO
4 PUT ON SCRUBBS BECAUSE OF WHAT IS MANDATED AND WHAT
5 IS STERILE, I WOULDN'T BE REQUIRED TO WEAR THE
6 PROFESSIONAL ATTIRE THAT YOU REQUIRE YOUR DOCTORS
7 AND YOUR NURSES TO WEAR, WOULD I?

8 A. ENTRY INTO THE O.R. IS A VERY RESTRICTED ENVIRONMENT
9 TO APPROPRIATE CLOTHING ONLY. SO, PROFESSIONALISM
10 KIND OF JUST STOPS AT THE O.R. YOU CAN COME IN IN
11 SHORTS IF YOU WOULD LIKE TO.

12 Q. OKAY. BUT YOUR DRESS CODE POLICY THAT IS SET OUT IN
13 THE ORIENTATION PACKET, THE McLEOD DRESS CODE
14 POLICY, I WOULDN'T HAVE TO FOLLOW THAT IF I CAME IN
15 THERE, WOULD I, EVEN IF I PUT ON THE SCRUBBS?

16 A. IF YOU WERE A TEMPORARY STAFF MEMBER, OR YOU ARE
17 JUST COMING IN AS A -- JUST I DON'T KNOW THE
18 RELATIONSHIP WE WOULD HAVE.

19 Q. YOU REQUIRED YOUR -- WHETHER IT'S WHAT YOU CALL YOUR
20 TEMPORARY NURSES OR YOUR STAFF NURSES, YOU REQUIRED
21 THEM TO UPHOLD A CERTAIN DRESS CODE, DID YOU NOT?

22 A. WITHIN THE O.R., THAT IS CORRECT.

23 Q. EVEN OUTSIDE OF THE O.R.?

24 A. ANYONE WHO PRESENTS THEMSELVES CAN DRESS AS LONG AS
25 THEY PROMPTLY CHANGE INTO THEIR SCRUBBS PRIOR TO

1 ENTRY INTO THE O.R.

2 Q. OKAY.

3 A. WE'VE BEEN THROUGH THIS A COUPLE OF TIMES WITH A
4 COUPLE OF FOLKS, BUT WE HAVE PEOPLE COMING IN IN
5 SHORTS AND AS LONG AS THEY ARE DRESSING
6 APPROPRIATELY INTO THE O.R. IS THE WAY I UNDERSTAND
7 THAT POLICY.

8 Q. IT SAYS "CHECK LIST FOR MALE ORIENTATION. MALE
9 EMPLOYEES SHOULD WEAR COATS AND TIES, SUITS, SPORT
10 JACKETS, SLACKS OR TIES"?

11 A. YES, AT ORIENTATION, THAT IS CORRECT -- AT
12 ORIENTATION.

13 Q. SO, THEY ONLY HAVE TO WEAR THIS AT ORIENTATION?

14 A. THAT IS CORRECT.

15 Q. SO, YOU SET OUT A DRESS CODE JUST FOR THEM TO ATTEND
16 ORIENTATION?

17 A. WE DON'T WANT PEOPLE COMING TO ORIENTATION IN FLIP
18 FLOPS AND T-SHIRTS. NOW, THE ORGANIZATION HAS A
19 DIFFERENT DRESS CODE AS FAR AS CONDUCT WITHIN THE
20 ORGANIZATION.

21 Q. IT SAYS "MCLEOD HEALTH REQUIRES ALL EMPLOYEES TO
22 PRESENT A CLEAN TASTEFUL WELL-GROOMED APPEARANCE
23 DURING ALL WORK AND TRAINING TIME." IT DOES NOT SAY
24 JUST DURING ORIENTATION.

25 A. I KNOW, BUT THIS PARTICULAR ---

1 BY MR. BAREFOOT:

2 OBJECTION, YOUR HONOR. IS THAT A QUESTION?

3 BY MS. HINDERSMAN:

4 WELL, HE IS NOT ANSWERING MY QUESTION.

5 BY THE WITNESS:

6 I AM VERY SORRY.

7 BY MS. HINDERSMAN:

8 EVERY TIME I ASK A QUESTION, HE IS NOT
9 ANSWERING.

10 BY THE WITNESS:

11 I APOLOGIZE.

12 BY COMMISSIONER LYNDON:

13 I THINK HIS ANSWER WAS THAT THE DRESS CODE THAT
14 COUNSEL JUST READ IN THE RECORD APPLIED ONLY TO
15 ORIENTATION. I BELIEVE SHE READ FROM THE JOB
16 DESCRIPTION OR WHATEVER THAT IT APPLIED TO ALL
17 EMPLOYEES, AND TO CLEAR THAT UP, IS IT YOUR
18 UNDERSTANDING THAT ONLY APPLIES TO ORIENTATION, NOT
19 TO ALL EMPLOYEES IN THE HOSPITAL?

20 BY THE WITNESS:

21 ORIENTATION HAS ITS OWN SET OF REQUIREMENTS.
22 THERE IS ANOTHER DRESS CODE POLICY WITHIN THE O.R.
23 AND A DRESS CODE POLICY OVER ALL OF McLEOD, AND SO,
24 I DIDN'T WANT TO BE -- WE HAVE EMPLOYEES THAT DO
25 COME IN IN FLIP FLOPS AND T-SHIRTS COMING INTO THE

1 HOSPITAL. THEY PROMPTLY GET DRESSED INTO THEIR
2 SCRUBBS AND PRESENT TO THE O.R. THAT IS CERTAINLY
3 VIABLE FOR THE O.R. STANDARD. NOW, AS FAR AS IF YOU
4 ARE A NURSING STAFF ON THE FLOOR, THEY REQUIRE THAT
5 YOU DON'T COME IN IN THAT TYPE OF GARB. BUT THE
6 O.R. IS ALLOWED TO DO THAT. NOW, I AM AWARE ALSO IN
7 ORIENTATION, YOU CANNOT WEAR THAT. YOU HAVE TO BE
8 IN PROFESSIONAL ATTIRE TO ATTEND ORIENTATION. I AM
9 AWARE OF THAT.

10 CROSS EXAMINATION RESUMED BY MS. HINDERSMAN:

11 Q. SO, WHAT WOULD YOU DO IF MS. SHATTO WAS
12 ADMINISTERING DRUGS IN HER SCRUBBS AND FLIP FLOPS?

13 A. WE WOULD NOT PERMIT THAT.

14 Q. AND WHAT WOULD YOU DO IF SHE WAS BRINGING IN HER OWN
15 EQUIPMENT TO USE, HER OWN CUFFS, HER OWN ---

16 A. IT WOULD DEPEND ON WHAT THE EQUIPMENT WAS. IF IT
17 WAS A PRECORDIAL STETHOSCOPE, THAT WOULD BE
18 PERFECTLY FINE. IT WAS HER OWN NERVE STIMULATOR,
19 THAT WOULD BE PERFECTLY FINE.

20 Q. IS THERE ANYTHING THAT WOULD NOT BE PERFECTLY FINE?

21 A. ANY MONITORING DEVICES THAT WEREN'T BIOMEDICALLY
22 CHECKED THROUGH OUR ORGANIZATION COULD NOT BE
23 PERMITTED.

24 Q. OKAY. AND I AM LOOKING AT EXHIBIT 20. THIS IS THE
25 INVOICE THAT MS. SHATTO WOULD SEND TO STAFF CARE,

1 AND IS THIS YOUR SIGNATURE?

2 A. YES.

3 Q. AND SO, IN SIGNING THIS, YOU ARE VALIDATING THAT SHE
4 HAD BEEN AT WORK DURING THESE HOURS?

5 A. YES, I WOULD CERTAINLY -- IF SHE WAS SUBMITTING THIS
6 TO STAFF CARE FOR THEM TO BILL US, YES, I WOULD MAKE
7 SURE THAT THESE HOURS WERE CORRECT.

8 Q. OKAY. SO, IN ESSENCE, YOU HAD TO MAKE SURE SHE WAS
9 WORKING THE HOURS THAT SHE SET OUT?

10 A. I DO THAT FOR ALL EMPLOYEES.

11 Q. AND WHAT DOES IT SAY UNDERNEATH WHERE YOUR SIGNATURE
12 IS?

13 A. I'VE GOT ONE CONTACT IN. LET ME SEE IF I CAN READ
14 IT. "I UNDERSTAND THE PROVIDER IS BEING PAID, AND
15 WE ARE BEING BILLED BASED ON THIS VERIFICATION."

16 Q. SO, YOU UNDERSTOOD BY SUBMITTING THIS THAT McLEOD
17 WOULD BE BILLED FOR THESE HOURS?

18 A. YES.

19 Q. AND YOU ALSO TERMINATED MS. SHATTO?

20 A. YES.

21 Q. AND YOU TERMINATED HER BEFORE THE CONTRACT WAS OUT.
22 YOU WEREN'T PLEASED WITH HER PERFORMANCE?

23 A. THE ENVIRONMENT AT McLEOD WAS AN OBVIOUS
24 OVERWHELMING SITUATION FOR MS. SHATTO. SHE HAD NOT
25 BEEN ACCUSTOMED TO OUR ENVIRONMENT OF PRACTICE. I

1 WAS TRYING TO BE HELPFUL AND ASSISTIVE TO HER AND
2 HER NEEDS. SHE COULDN'T HANDLE COMPLEX CASES. SHE
3 COULDN'T HANDLE THE TYPES OF THINGS THAT WE DO, AND
4 IT WAS VERY MUCH AN OPPORTUNITY FOR ME TO QUICKLY
5 HIRE SOMEBODY TO REPLACE HER.

6 Q. SO, IN ESSENCE YOU MADE THE DECISION TO TERMINATE
7 HER BECAUSE SHE WAS CUTTING IT?

8 A. NO, IT WAS BECAUSE I HAD SOMEONE ON STAFF COMING IN
9 TO REPLACE HER. I HAD A FULL-TIME EMPLOYEE COMING
10 TO REPLACE HER. I DIDN'T NEED HER ANY LONGER.

11 Q. DIDN'T YOU JUST TESTIFY THAT IT WAS OVERWHELMING FOR
12 HER, AND SO YOU NEEDED TO FIND SOMEONE QUICKLY TO
13 REPLACE HER?

14 A. FROM DAY ONE -- FROM DAY ONE.

15 Q. OKAY. SO, IN ESSENCE, YOU REPLACED HER BECAUSE SHE
16 WASN'T CUTTING IT?

17 A. I HAD SOMEBODY IN THE PIPELINE THAT WASN'T GOING TO
18 ARRIVE UNTIL HER DAY OF DEPARTURE, SO I ALREADY HAD
19 A FULL-TIME STAFF ARRANGED. THEY JUST COULDN'T COME
20 INTO THE ORGANIZATION UNTIL THEY COULD BE
21 CREDENTIALLED. SO, MY NOTICE TO MS. SHATTO WAS BASED
22 ON I ALREADY HAD SOMEBODY IN THE PIPELINE. WE JUST
23 NEEDED SOME TEMPORARY HELP UNTIL THAT PERSON
24 ARRIVED.

25 Q. OKAY. AND YOU TESTIFIED EARLIER McLEOD BENEFITS

1 FROM THIS TEMPORARY AGENCY PROVIDING THE TEMPORARY
2 NURSES AND DOCTORS TO FILL VACANCIES?

3 A. YES.

4 Q. AND IT WOULD NOT BE MUCH OF A SERVICE IF THEY DID
5 NOT MAKE THEM LOCAL BY SETTING UP THEIR HOUSING AND
6 TRANSPORTATION, WOULD IT?

7 A. I'M SORRY. I DIDN'T UNDERSTAND THE QUESTION.

8 Q. IT WOULDN'T BE MUCH OF A SERVICE THE TEMP AGENCY WAS
9 PROVIDING IF THEY COULDN'T MAKE SURE THAT THEY COULD
10 BE AVAILABLE TO McLEOD BY PROVIDING THEM A PLACE TO
11 STAY WHILE THEY WORKED AT McLEOD?

12 A. WE WORK VERY CLOSELY WITH THE STAFFING AGENCY TO
13 MAKE SURE WE HAVE ALL OF THOSE CHECKS AND BALANCES
14 DONE.

15 Q. OKAY. AND McLEOD, WE TALKED ABOUT THE FACT THAT
16 STAFF CARE WOULD PUT A DIRECT DEPOSIT IN MS.
17 SHATTO'S DEPOSIT ACCOUNT, BUT YOU AFTER PROVIDING
18 THE INVOICES TO STAFF CARE, YOU WERE BILLED FROM
19 STAFF CARE, WEREN'T YOU?

20 A. I DIDN'T PROVIDE THE INVOICE. MS. SHATTO WAS
21 REQUIRED TO FAX THOSE TO STAFF CARE.

22 Q. RIGHT, AND YOU SIGNED OFF ON THEM?

23 A. THAT IS CORRECT.

24 Q. AND THEN STAFF CARE SENT YOU A BILL?

25 A. THEY DID.

1 Q. AND ONE OF THE BILLS THEY WOULD HAVE SENT WOULD HAVE
2 BEEN ---

3 BY MS. HINDERSMAN:

4 I'M LOOKING AT PAGE 163 OF MR. BAREFOOT'S
5 BRIEF.

6 CROSS EXAMINATION RESUMED BY MS. HINDERSMAN:

7 Q. IT SAYS "ATTENTION: KEITH TERGERSEN," AND IT SHOWS
8 THAT THE HOURS THAT SHE WORKED, THE REGULAR HOURS
9 AND THE PREMIUM HOURS, AND IT WAS TO McLEOD. SO, IS
10 THIS LIKE AN INVOICE THAT WOULD HAVE BEEN SENT TO
11 YOU?

12 A. MY SECRETARY HANDLES THIS, BUT I BELIEVE IT IS.

13 Q. OKAY. AND THEN ON PAGE 166, I SEE WHERE IT HAS
14 McLEOD AT THE TOP. SO, WHEN YOU ARE PROVIDED ONE OF
15 THESE INVOICES FOR THE HOURS SHE HAS WORKED, THEN IT
16 LOOKS LIKE A CHECK REQUEST IS MADE THAT YOU SIGN OFF
17 ON; IS THAT WHAT THAT IS?

18 A. THAT IS WHAT MY SECRETARY PREPARES FROM THE INVOICE.
19 WE PUT THIS, AND IT GOES THROUGH THE LEGAL CHANNELS,
20 THE SIGN OFF. MY V.P. SIGNS OFF ON IT. AFTER I
21 SIGN IT AND CONFIRM THAT IT IS CORRECT, I SEND IT TO
22 MY V.P., AND THEN IT IS SENT OVER TO PAYROLL.

23 Q. SO, THAT IS YOUR SIGNATURE BELOW?

24 A. YES, MY SIGNATURE IS ON THE APPROVAL AND THEN THE
25 REQUESTED BY IS MY V.P.

1 Q. OKAY, AND IT SAYS ON THE BOTTOM, "REQUEST FOR
2 REIMBURSEMENT"?

3 A. THIS IS FOR ANY CHECK REQUEST WITHIN THE
4 ORGANIZATION. SO, THIS IS THE FORM THAT WE WOULD
5 USE FOR ANY CHECK THAT NEEDS TO BE DRAFTED TO
6 ANYONE.

7 Q. SO, IN THIS CASE, THE CHECK NEEDED TO BE DRAFTED WAS
8 THE CHECK TO REIMBURSE STAFF CARE ---

9 A. CORRECT.

10 Q. --- FOR THE HOURS THAT MS. SHATTO WORKED?

11 A. THAT IS CORRECT.

12 Q. AND ALSO I SEE ON PAGE 182, IS AN EXAMPLE OF A CHECK
13 THAT WAS SENT OUT BY McLEOD TO PAY FOR LODGING. SO,
14 I IMAGINE THE SAME PROCESS WENT THROUGH WITH
15 LODGING.

16 BY MS. HINDERSMAN:

17 AND IF YOU GO THROUGH EACH ONE OF THESE SHEETS,
18 COMMISSIONER, IN THE APAs, IT WOULD BE AN INVOICE
19 FROM STAFF CARE, AND THEN THE REQUEST FROM MR.
20 TERGERSEN, AND THEN THE CHECK THAT WAS WRITTEN BY
21 McLEOD.

22 BY COMMISSIONER LYNDON:

23 OKAY.

24 CROSS EXAMINATION RESUMED BY MS. HINDERSMAN:

25 Q. AND SO, WOULD YOU GET A BILL FROM STAFF CARE,

1 REQUEST THAT IT BE REIMBURSED, AND THEN SUBMIT THEM
2 A CHECK JUST LIKE ON PAGE 182?

3 A. I BELIEVE THAT'S CORRECT.

4 Q. AND THE SAME WAS TRUE FOR THE PER DIEM. WELL, WE
5 WILL GO TO THE AUTO RENTAL. ON PAGE 174, IT'S THE
6 BILL FOR THE AUTO RENTAL, AND IF WE CONTINUE TO GO
7 THROUGH, WE HAVE THE CHECK REQUEST, AND THEN THE
8 CHECK THAT WAS SENT OUT; IS THAT CORRECT?

9 A. THIS IS HOW WE HANDLE BUSINESS ON A REQUEST OF
10 CHECKS.

11 Q. OKAY. AND IN FACT, ON PAGE 170, IT SAYS
12 ADMINISTRATIVE SERVICES EIGHT DAYS AT \$16. DO YOU
13 SEE WHERE I AM LOOKING AT THAT AT PAGE 170?

14 A. ADMINISTRATIVE SERVICES, EIGHT DAYS AT \$16.

15 Q. AND IF YOU LOOK AT THE CONTRACT THAT McLEOD HAD WITH
16 STAFF CARE, IT SAYS THAT -- YOU CAN READ IT RIGHT
17 HERE. I AM ON PAGE APA 16.

18 BY MR. BAREFOOT:

19 THAT'S YOURS?

20 BY MS. HINDERSMAN:

21 IT IS.

22 BY MR. BAREFOOT:

23 THE ONES THAT AREN'T NUMBERED.

24 BY MS. BLUESTEIN:

25 CAN I SEE WHAT THE TOP OF THE PAGE LOOKS LIKE?

1 BY MS. HINDERSMAN:

2 I AM SORRY.

3 BY MR. BAREFOOT:

4 I FOUND IT.

5 CROSS EXAMINATION RESUMED BY MS. HINDERSMAN:

6 Q. I AM LOOKING AT THIS. I KNOW YOU SAID YOU HAVE YOUR
7 ONE CONTACT IN.

8 A. I DO HAVE ONE CONTACT IN, BUT I CAN READ THIS
9 THOUGH.

10 Q. OKAY.

11 A. SHALL I READ IT?

12 Q. YES.

13 A. "CLIENT SHALL PROVIDE OR DIRECTLY REIMBURSE PROVIDER
14 THROUGH AGENCY FOR COST OF HOUSING OUTSIDE OF
15 CLIENT'S FACILITY. LOCAL TRANSPORTATION, IN-ROUTE
16 LODGING, IN-ROUTE MEALS, AND REASONABLE
17 TRANSPORTATION COSTS TO AND FROM CLIENT'S LOCATION."

18 Q. AND ALSO, IF YOU GO TO TWO PAGES FROM THAT, COULD
19 YOU READ RIGHT THERE?

20 A. SURE. "IF THE ADMINISTRATIVE SERVICE FEE IS
21 APPLICABLE FOR EACH CALENDAR DAY THE PROVIDER
22 DELIVERS SERVICES THROUGH EITHER PATIENT CONTACT OR
23 CALL AVAILABILITY INCLUDES BUT IS NOT LIMITED TO THE
24 FOLLOWING SERVICES: MAINTENANCE OF MEDICAL
25 MALPRACTICE INSURANCE POLICY, REFERENCING

1 VERIFICATION LICENSOR, FORWARDING CLIENT'S
2 VERIFICATION FORMS TO THIRD PARTIES, AND CONTINUOUS
3 FOLLOW UP TO ENSURE COMPLETED FORMS ARE RETURNED TO
4 THE CLIENT IN A TIMELY MANNER AND ACCORDING TRAVEL
5 ITINERARIES."

6 Q. OKAY. AND SO, AFTER LOOKING AT THE INVOICES THAT
7 WERE SENT FROM STAFF CARE TO McLEOD AND THE CHECKS
8 THAT WERE DISBURSED BY McLEOD TO STAFF CARE IN
9 CONJUNCTION WITH THE CONTRACT, STAFF CARE WAS UNLIKE
10 A BILLING AGENCY, WERE THEY, WHERE THEY BILLED YOU
11 FOR THE SERVICES PROVIDED BY MS. SHATTO? YOU
12 REIMBURSED THEM FOR THE LODGING, IS THAT RIGHT?

13 A. THAT'S WHAT I UNDERSTOOD.

14 Q. OKAY. YOU SIGNED OFF ON THE CHECK REQUEST, DIDN'T
15 YOU?

16 A. YES.

17 Q. SO, YOU REIMBURSED THEM FOR THE LODGING?

18 A. YES.

19 Q. REIMBURSED THEM FOR THE RENTAL CAR?

20 A. YES.

21 Q. HAD A SERVICE FEE THAT WAS SUPPOSED TO REIMBURSE
22 THEM FOR MEDICAL MALPRACTICE INSURANCE?

23 A. YES.

24 Q. AND REIMBURSED THEM FOR THE HOURS THAT MS. SHATTO
25 WORKED?

1 A. THAT IS CORRECT.

2 BY MS. HINDERSMAN:

3 THAT'S ALL I HAVE.

4 BY COMMISSIONER LYNDON:

5 MS. BLUESTEIN?

6 BY MS. BLUESTEIN:

7 I THINK SHE HAS COVERED IT.

8 BY COMMISSIONER LYNDON:

9 OKAY, MR. BAREFOOT?

10 BY MR. BAREFOOT:

11 A COUPLE OF QUICK FOLLOW UPS.

12 RE-DIRECT EXAMINATION BY MR. BAREFOOT:

13 Q. MS. HINDERSMAN USED THE WORD "REIMBURSE" A LOT. DO
14 YOU KNOW HOW MUCH MS. SHATTO WAS BEING PAID BY STAFF
15 CARE?

16 A. I DO NOT.

17 Q. IF I TOLD YOU THAT THE RECORDS WOULD ESTABLISH AND I
18 THINK MS. SHATTO'S TESTIMONY WOULD ESTABLISH IT WAS
19 \$95 AN HOUR. WERE YOU PAYING ON BEHALF -- WAS
20 MCLEOD PAYING STAFF CARE MORE THAN \$95 AN HOUR FOR
21 THE WAGES OR WHATEVER WAS PAID TO MS. SHATTO?

22 A. MOST CERTAINLY.

23 Q. SO, THAT'S NOT REIMBURSING, THAT'S PAYING MORE THAN
24 WHAT THEY PAID MS. SHATTO; ISN'T THAT RIGHT?

25 A. I WOULD THINK SO.

1 Q. DO YOU KNOW WHAT THEY WERE DOING FROM THE
2 DIFFERENCE?

3 A. I DO NOT.

4 Q. DO YOU THINK THEY WERE PROFITING FROM IT?

5 A. THERE IS A LOT OF AGENCY STUFF.

6 Q. MS. HINDERSMAN ASKED YOU ABOUT FLIP FLOPS IN THE
7 O.R. IS THE O.R. A STERILE ENVIRONMENT?

8 A. IT IS.

9 Q. ARE FLIP FLOPS GENERALLY STERILE?

10 A. NO.

11 Q. WOULD THAT COMPLY WITH JCAHO, JOINT COMMISSION ON
12 ACCREDITATION IF YOU HAD SOMEONE IN THE O.R. WITH
13 FLIP FLOPS? THEY BASICALLY WOULDN'T RUN THE RISK OF
14 ANYONE COMING IN THE O.R. WITH FLIP FLOPS, YOU COULD
15 LOSE YOUR ABILITY TO OPERATE AS A HOSPITAL?

16 A. THAT IS CORRECT.

17 Q. I WANT TO LOOK AT PAGE 166. MS. HINDERSMAN WAS
18 ASKING YOU ABOUT THE CHECK REQUESTS. FOR THE
19 ACCOUNTS HERE ON THIS FORM, PAGE 166, WHAT IS TYPED
20 IN THERE?

21 A. THAT IS OUR LINE ITEM FOR WHEN WE PAY ANYTHING FOR
22 CONTRACT LABOR. SO, THAT IS A LINE ITEM THAT WE
23 UTILIZE FOR ACCOUNTING THAT I AM REQUIRED TO KEEP IN
24 MY BUDGET.

25 Q. OKAY. AND YOU MENTIONED A CONTRACT. WHEN IT SAYS

1 DOWN HERE "REASON FOR REQUEST: LOCUM TENENS AGENCY
2 C.R.N.A."?

3 A. THAT IS CORRECT.

4 Q. IS THAT REFERRING TO STAFF CARE?

5 A. YES, IT IS.

6 Q. AND MS. HINDERSMAN WAS ASKING YOU ABOUT REIMBURSING
7 STAFF CARE. SIR, YOU WERE JUST PAYING THE CONTRACT
8 RATE YOU HAD AGREED TO WITH THEM; IS THAT CORRECT?

9 A. THAT'S WHAT I UNDERSTOOD.

10 Q. OKAY. IF THEY PAID MS. SHATTO MORE, THAT WAS
11 BETWEEN STAFF CARE AND MS. SHATTO?

12 A. THAT IS CORRECT.

13 BY MR. BAREFOOT:

14 COMMISSIONER, I APPRECIATE IT. THAT IS ALL I
15 HAVE AT THIS TIME.

16 BY COMMISSIONER LYNDON:

17 ALL RIGHT. MS. HINDERSMAN?

18 BY MS. HINDERSMAN:

19 THAT'S ALL.

20 BY COMMISSIONER LYNDON:

21 IS THERE ANYTHING ELSE?

22 BY MS. BLUESTEIN:

23 NO.

24 BY COMMISSIONER LYNDON:

25 ARE THERE ANY OTHER WITNESSES?

SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION

W.C.C. FILE NO: 0724433

COPY

MILDRED H. SHATTO,)
)
Employee,)
Claimant,)
)
vs.)
)
MCLEOD HEALTH,)
)
Employer,)
)
AND)
)
MCLEOD HEALTH/KEY RISH)
MANAGEMENT,)
)
Carrier,)
Defendants.)

DEPOSITION OF MILDRED H. SHATTO
(Taken by the Employer/Carrier)
Lake Wylie, South Carolina
Monday, July 28th, 2008

Reported in Stenotype by
Joy R. Dick, Court Reporter
Transcript produced by computer-aided transcription

1 Q. And I need you to give loud, verbal
2 responses. You're doing great so far. As you can
3 see, we have a court reporter over here who will be
4 taking everything down. And I will assume you're
5 giving truthful answers.

6 Before we get started, are you under the
7 influence of alcohol, drugs or anything that would
8 prohibit you from understanding my questions today?

9 A. Not at this time.

10 Q. Okay. And could you please state your
11 full name for the record?

12 A. Mildred Hurst Shatto.

13 Q. And your Social Security number?

14 A.

15 Q. And how old are you?

16 A. 65 and a half.

17 Q. And what is your date of birth?

18 A. November the 12th, 1942.

19 Q. And your current home address?

20 A. 120 Autumn Falls Drive, Lake Wylie.

21 Q. Have you lived there awhile?

22 A. Either three years or four years.

23 Q. Okay. Do you live there alone?

24 A. Essentially.

25 Q. What does essentially mean?

1 A. I have a 17-pound pussy cat.

2 Q. Okay. All right. And are you married?

3 A. No.

4 Q. Do you have anyone who's dependant upon
5 you for support, other than the cat?

6 A. No.

7 Q. Okay. How far did you go in school?

8 A. Graduated anesthesia school in 1974.

9 Q. And where did you graduate from?

10 A. Carlyle Hospital School of Anesthesia.

11 Q. And where is that located?

12 A. Carlyle, Pennsylvania.

13 Q. And where did you graduate from in
14 college?

15 A. I did not go to college.

16 Q. Okay. And did you graduate from high
17 school?

18 A. Yes.

19 Q. Okay. And other than your education in
20 anesthesia, do you have any other post-high school
21 education?

22 A. Nursing school.

23 Q. Okay. And where did you go to nursing
24 school?

25 A. Pennsylvania Hospital School of Nursing.

1 Q. Okay. And do you have any special
2 certificates or certifications that you've received
3 while working?

4 A. I received a diploma at the end of the
5 nursing courses and a diploma at the end of my
6 anesthesia schooling.

7 Q. Okay. Anything else that you can think
8 of?

9 A. I'm credentialed by the AANA which is the
10 American Association of Nurse Anesthetists. And
11 that has to be renewed every one or two years.
12 It's no more than two.

13 Q. That's what I was about to get to. You
14 beat me to it. Are all your certifications
15 up-to-date?

16 A. Yes.

17 Q. Okay. And have you ever had any
18 specialized job training of any sort, maybe not in
19 your field? Anything that -- anything that you've
20 learned from being on the job where you've had to
21 go off and -- any specialties in nursing or
22 anything like that?

23 A. Certified registered nurse anesthetist,
24 or CRNA, is that three-year anesthesia course. And
25 you are then recognized, after you pass boards,

1 that you can give anesthesia.

2 Q. Okay. And you've been a nurse your
3 entire career?

4 A. Yes.

5 Q. Okay. Can you read and write?

6 A. Yes.

7 Q. And are you proficient with a computer?

8 A. I don't know that I'm proficient with it,
9 but I do use computers.

10 Q. Okay. And have you served any time in
11 the military?

12 A. No.

13 Q. Okay. I'm just going to go over your
14 work history now. And I'll try to lead you through
15 this as quickly as possible. When you became a
16 certified registered nurse --

17 A. CRNA.

18 Q. Yes, CRNA, where did you go to work?

19 A. Carlyle Hospital.

20 Q. In Pennsylvania?

21 A. Right.

22 Q. And how long were you employed there?

23 A. Total of 21 years.

24 Q. Okay. And what was your reason for
25 leaving there?

1 A. I became divorced.

2 Q. Okay. And were employed soon after?

3 A. Yes.

4 Q. And where did you go to work then?

5 A. Honolulu, Hawaii.

6 Q. And where were you working in Honolulu?

7 A. Worked two different places. Started out
8 at Straub Clinic.

9 Q. Okay. And how long were you employed
10 there?

11 A. About six weeks.

12 Q. Okay. Why did you leave there?

13 A. They asked me to leave.

14 Q. For any particular reason or...

15 A. They felt that I was not what they wanted
16 in their department.

17 Q. Okay. And where did you go to work after
18 that?

19 A. Kapiolani Hospital.

20 Q. And I know the court reporter may ask you
21 to spell it afterwards. Do you know how to spell
22 it?

23 A. Kapiolani?

24 Q. Uh-huh.

25 A. K-a-p-i-o-l-a-n-i.

1 Q. Okay. And how long were you employed
2 there?

3 A. Ten -- let's see -- until -- until about
4 1999, I think it was, '98 or '99.

5 Q. Okay. And where did you go to work after
6 that?

7 A. I did one freelance for three months,
8 filled someone's contract in Kwajalein.

9 Q. Okay. Now, what is that?

10 A. Kwajalein is one of the Marshall Islands
11 out in the Pacific.

12 Q. Okay. And when you say you did
13 freelance, did you go to someone's home, or what do
14 you mean?

15 A. I answered an ad in the paper from an
16 agency. Apparently, someone who had been on
17 contract had to leave early and they needed a
18 fill-in. So I filled in for three months.

19 Q. And where did you fill in? I know you
20 named Kwajalein. Is that the name of the --

21 A. Kwajalein is the name of the atoll. And
22 I presume it's the name of the hospital. It's a
23 little bitty place with military.

24 Q. Okay. And how long were you there again?

25 A. Three months.

1 Q. Okay. And where did you go after that?

2 A. I went back to Honolulu.

3 Q. Okay. And where were you employed this
4 time?

5 A. Radiant Research.

6 Q. And how long were you employed there?

7 A. A year.

8 Q. And were you still doing the nursing
9 there?

10 A. I was doing nursing, yes.

11 Q. Okay. And what was your reason for
12 leaving there?

13 A. I moved back here to take care of my
14 sister.

15 Q. Okay. And when you say "back here," are
16 you talking about Lake Wylie?

17 A. Yes. I moved to North Carolina for
18 expediency. Trying to find a place a live from
19 5,000 miles away is a little iffy.

20 Q. Right. So did you begin working when you
21 moved back?

22 A. Yes. I'm trying to think which year it
23 was. It was January of 2001. And I worked at
24 Cleveland Regional -- it's the one in Shelby,
25 North Carolina. I think it's Cleveland Regional

1 Medical Center.

2 Q. Okay. And how long were you employed
3 there?

4 A. Three months.

5 Q. Okay. And where did you go to work after
6 that?

7 A. I did a couple of freelances through
8 agencies, just short-term reliefs.

9 Q. Okay. What agencies did you do this
10 through? Do you remember?

11 A. No, I don't.

12 Q. Okay. And do you know where you were
13 working, where these agencies set you up to work?

14 A. I worked Louisburg. The other one was
15 east of Rockingham --

16 Q. Okay.

17 A. -- Laurinburg.

18 Q. And you worked in their hospitals?

19 A. Yes. Just as a relief CRNA.

20 Q. How long were you employed with each,
21 approximately?

22 A. A month or so. Just fill-in relief.

23 Q. All right. And where did you go to work
24 after that?

25 A. Gastonia.

1 Q. Hospital?

2 A. Yes.

3 Q. And how long were you employed there?

4 A. About five months.

5 Q. And what was your reason for leaving
6 there?

7 A. Credentials mix-up.

8 Q. What does that mean?

9 A. Okay. There're two certifications from
10 Chicago. That is where the AANA offices are. One
11 is your AANA certification which you renew, and the
12 other one is the certification and re-certification
13 division of education. In Hawaii, it was the
14 employer's choice whether you kept both of them or
15 not. And I thought I was up-to-date. When they
16 did a year-end check, they found out my educational
17 credentials were not up to speed.

18 Q. Okay. So did you renew those at that
19 time?

20 A. I certainly did.

21 Q. Okay. And where did you go to work after
22 Gastonia Hospital?

23 A. It's a small anesthesiology group called
24 Pain Management and Anesthesia.

25 Q. And where is that located?

1 A. The offices are in Charlotte.

2 Q. Okay.

3 A. And they work for healthcare -- or
4 HealthSouth, that big company that's not so big
5 anymore.

6 Q. Okay. How long were you employed with
7 them?

8 A. Five years.

9 Q. All right. And what was your reason for
10 leaving there?

11 A. Stress.

12 Q. Okay.

13 A. Burnout.

14 Q. And did you go to work anywhere after
15 that?

16 A. I started looking for locums, fill-in,
17 jobs again.

18 Q. Okay. Is that when your relationship
19 with Staff Care began?

20 A. Yes.

21 Q. Did you have any relationship with any
22 locums, as you call it, any other ones other than
23 from Staff Care?

24 A. I had put feelers out at several
25 different agencies.

1 Q. Okay.

2 A. United and...

3 Q. And when you say you "put feelers out,"
4 what does that mean exactly?

5 A. I kept looking on the web -- on the
6 anesthesia websites for jobs.

7 Q. Okay. And so tell me how this works.
8 When you start discussing things with Staff Care,
9 did you contact them, or how did that go? How did
10 that take place?

11 A. I found a position listed on the internet
12 and then called them, and we started dialogue on
13 who was -- what they needed from me and when
14 they -- what they needed from me in the way of
15 paperwork. The next thing I knew was that they had
16 told me McLeod was needing somebody.

17 Q. Okay.

18 A. And it was an open-ended position so...

19 Q. All right. When you say you were putting
20 feelers with United and some of these others, did
21 you have conversations with them about possible
22 positions?

23 A. I can't recall at that time --

24 Q. Okay.

25 A. -- whether I had actually talked to them

1 or whether I was going with Staff Care alone at
2 that point.

3 Q. Okay. And when you say "them," who were
4 you talking to at Staff Care? Do you know?

5 A. There was three or four different people.
6 Greg Burel sticks in my head.

7 Q. Okay. And so do you talk to them over
8 the phone, or do you meet with them? Do you go for
9 an interview? How does it work?

10 A. I talked with them over the phone.

11 Q. Okay.

12 A. And we faxed and e-mailed.

13 Q. So have you ever met anyone from
14 Staff Care?

15 A. No.

16 Q. And you said you had to send them some
17 paperwork. What did you need to send them?

18 A. My resume, my education, copies of my
19 licenses and certifications and re-certifications,
20 my health record and several people's names who
21 might give me references.

22 Q. Okay. And you said that you'd had
23 relationships with other placement companies. Did
24 you have to provide them with the same sort of --

25 A. Yes. Same -- similar package.

1 Q. Okay. And could you have been placed at
2 another place, or were you specifically trying to
3 get the job at McLeod?

4 A. I simply asked for a position that would
5 allow me to be home on the weekends.

6 Q. Okay. Did you say though, that you go on
7 the internet and they had particular potential
8 places to work on there and McLeod was one of them
9 or...

10 A. The hospital's name was not mentioned.

11 Q. Okay.

12 A. It simply says their case number for
13 their filing, the state the thing's located in, a
14 real brief what to expect from that position, the
15 salary ranges. And that's all in the initial list.

16 Q. Okay. And so once you provided them with
17 everything, what happened at that point?

18 A. I waited --

19 Q. Okay.

20 A. -- until they got back to me that they
21 sent all my paperwork to McLeod. And when McLeod
22 apparently got back to Staff Care, then they said
23 you've got the position. We'll send you your
24 lodging -- excuse me. In this particular instance,
25 he said McLeod would send me these things. I

1 needed to know where I was going to stay; who to
2 report to when I came; whose office to go to; and
3 who to call if I had any problems or questions.

4 Q. And who did you talk to at that point at
5 Staff Care? Do you remember? Was it Greg Burel
6 or --

7 A. It was mostly Greg.

8 Q. Okay. And so did you get all that from
9 McLeod -- all that information?

10 A. Yes.

11 Q. And so did they send you a packet or...

12 A. I don't recall that it was a formal
13 packet.

14 Q. Okay.

15 A. After I got there and went through their
16 orientation class, then I got all kinds of
17 information about McLeod.

18 Q. Okay. And so how did you know where you
19 were going to stay and where to report to?

20 A. They e-mailed me that information.

21 Q. Who is "they"?

22 A. McLeod. Excuse me.

23 Q. So do you know who set up your lodging
24 and all of that or --

25 A. Not offhand.

1 Q. Was it McLeod, or was it Staff Care?

2 A. It was McLeod.

3 Q. Okay. And they told you when to report
4 to work?

5 A. Uh-huh, yes.

6 Q. And so you went to orientation. And then
7 were you told what -- when you were supposed to
8 come, or how did that work?

9 A. Actually, I'd been there working for a
10 week before we had orientation class. And in the
11 middle of orientation class, the chief CRNA came
12 over and pulled me out because they needed me in
13 the OR.

14 Q. Okay. So how did you know when you were
15 supposed to come to work, how many hours you were
16 going to work a week?

17 A. I got that information from Staff Care --

18 Q. Okay.

19 A. -- that it was going to be a day shift.
20 And it surprised me. Greg said what shift do you
21 want to work? I said what are my choices. He
22 said, oh, 7:00 to 3:30, 9:00 to 5:00, maybe 11:00
23 to 7:00, whatever you want. So I picked 9:00 to
24 5:00.

25 Q. Okay. And so you went to work at McLeod.

1 How many hours a week were you working?

2 A. 40 hours. I was guaranteed that.

3 Q. And when they told you about the job that
4 was available at McLeod -- and when I say "they,"
5 I'm talking about Greg Burel since you said you had
6 most of your conversations with him -- could you
7 have turned the job at McLeod down?

8 A. Yes.

9 Q. And how long were you working at McLeod?

10 A. November 15th through December 31st. My
11 original contract was through March of this year.

12 Q. Okay. And when you were talking about it
13 earlier, you said it was open-ended. What did you
14 mean by that?

15 A. That if I was happy with McLeod and
16 McLeod was happy with me and still needed me, then
17 I could extend the contract or renew the contract.

18 Q. Okay. And did you have any specific
19 uniform you had to wear, anything like that?

20 A. McLeod provided scrub suits.

21 Q. Did it have anything written on it?

22 A. I don't recall. Though I seem to
23 remember some people had property of McLeod on
24 different pieces of scrub wear. I don't think mine
25 particularly had anything on it.

1 Q. Okay. Did you have to wear a name tag?

2 A. Yes.

3 Q. And what did the name tag say on it?

4 A. Dee Dee Shatto, anesthesia department.

5 Q. Did it have the name of the hospital or
6 anything on it?

7 A. It had my picture, and I believe it had
8 the hospital's name on it.

9 Q. Okay. And you said you could have ended
10 your relationship with McLeod at any time. Was
11 that the understanding?

12 A. They could release me, or I could give
13 them notice -- a 30-day notice -- if I wanted to
14 leave or they didn't need me any longer.

15 Q. And when you did that, would you have to
16 let Staff Care know or...

17 A. I presume so. I would certainly tell
18 them they could start looking for another position
19 for me.

20 Q. Okay. And how were you paid?

21 A. I was paid through Staff Care.

22 Q. Okay. And when you say you were paid
23 through them, how did it work? Did they have like
24 a direct deposit, or did someone hand you the check
25 for McLeod?

1 A. I had direct deposit from Staff Care into
2 my checking account.

3 Q. Okay. And how did Staff Care know how
4 much to pay you?

5 A. They provided me with a form which had to
6 be filled out each week and signed by the chief
7 CRNA and then faxed or mailed to Staff Care.

8 Q. And who was the chief CRNA?

9 A. Keith Torgerson, T-o-r-g-e-r-s-o-n.

10 Q. And how would Mr. Torgerson know if your
11 hours were valid on that sheet?

12 A. Other than my word and what I wrote on
13 the form, I don't know for sure.

14 Q. Okay.

15 A. I don't know if he talked to other people
16 or, yeah, she was there. I don't know if he looked
17 at my anesthesia care records.

18 Q. Is there anyone who knew you were
19 reporting to work or anything, any supervisor you
20 had?

21 A. I think. They had one CRNA other than
22 Keith who was in charge of the board with all the
23 cases listed on it. And he was -- he or she was
24 available. They did not, themselves, do cases.
25 But they were there to make sure that the

1 anesthesia part of the operating procedures went
2 well and smoothly and all that. And I would report
3 to them as soon as I got in there and got changed
4 into scrubs and came to the OR.

5 Q. Okay. Why did Mr. Torgerson have to sign
6 the bottom of the sheet? Was there space for him
7 or --

8 A. Yes. As my supervisor.

9 Q. So he was supposed to be validating the
10 hours?

11 A. Yes.

12 Q. Okay. And how did you file your taxes?
13 Were you provided a W2 or a 1099?

14 A. It was a 1099.

15 Q. And who provided you the 1099? Did
16 Staff Care or...

17 A. I'd have to go back and look at my tax
18 papers to know that. I'm not sure.

19 Q. Okay. And how much were you earning?

20 A. At McLeod, it was \$95 an hour and \$25 a
21 day for lodging and food. And they provided me --
22 through McLeod -- with a rental car. The rental
23 car came through Staff Care.

24 Q. Okay.

25 A. And I provided my own gas.

1 Q. And where were you living, your lodging?

2 A. Best Western in Florence.

3 Q. And when you say "they were" -- so you
4 were getting in a paycheck \$25 a day -- for the
5 lodging -- it was all in your paycheck, or how did
6 that work?

7 A. Yes. It was all in the paycheck.

8 Q. Okay. And how did you determine where
9 you were going to stay?

10 A. Staff Care or McLeod went through
11 directory availabilities of motels, hotel rooms in
12 Florence. They found -- the room they originally
13 found for me -- and I don't recall the name of that
14 one -- wouldn't allow pets. So I asked -- I asked
15 McLeod's people to find me one that had pets
16 allowed.

17 Q. And did they do that?

18 A. Yes, they did. That's why I wound up at
19 Best Western.

20 Q. And you say "McLeod's people." Do you
21 remember anyone in particular?

22 A. It's that same lady that sent me the
23 other information and the directions.

24 Q. And you don't remember her name?

25 A. No.

1 Q. So she sent you directions to get to
2 McLeod?

3 A. She sent me directions to get to McLeod,
4 to get to Best Western.

5 Q. Okay.

6 A. I went through MapQuest.

7 Q. Okay. And we've talked about a rental
8 car and lodging and your uniform. Was there
9 anything else you were provided to use during your
10 working with McLeod? Any other --

11 A. Such as?

12 Q. I'm just trying to think. You said they
13 gave you the \$25 a day for food. Could you have
14 eaten at McLeod? How did that --

15 A. McLeod did have dining facilities. Or I
16 could go anywhere I wanted to.

17 Q. Did you have to pay if you went to the
18 dining facility?

19 A. I don't know because I didn't eat at the
20 hospital.

21 Q. Okay. And if you didn't show up for
22 work, what would have happened?

23 A. I can only speculate what would have
24 happened.

25 Q. Okay. So if you didn't show up, do you

1 think they could have fired you? Did you have
2 certain expectations you needed to meet as far as
3 showing up on time?

4 A. I was expected to be there and ready to
5 go to work at 9:00 o'clock.

6 Q. Okay. And who expected this? I mean,
7 who would have been upset with you if you weren't
8 there on time?

9 A. First would have been the CRNA on the
10 board who's trying to make things go smoothly. And
11 they'd have called Keith who would have probably
12 been upset.

13 Q. Okay. All right. And did you have a
14 good relationship with your supervisor while at
15 McLeod?

16 A. I thought I did.

17 Q. Did you ever have any discipline action
18 taken against you?

19 A. No.

20 Q. Okay. And after you began working with
21 McLeod, other than sending you your paychecks, did
22 you have any discussions with anyone at Staff Care
23 during those months that you were working?

24 A. I did call Greg because I had a fender
25 bender accident with the rental car.

1 Q. And then what happened?

2 A. I thought he should know.

3 Q. All right. And were you working anywhere
4 else while you were working for McLeod?

5 A. No.

6 Q. Have you worked anywhere since you were
7 working at McLeod?

8 A. No.

9 Q. Okay. And did you ever sign -- do you
10 remember an agreement that you signed with
11 Staff Care stating you were an independent
12 contractor?

13 A. I honestly don't recall. I would think I
14 did, but I don't.

15 Q. Why would you think you did?

16 A. It seemed like standard procedure to
17 agree to the requirements of the job and that I
18 would do the job.

19 Q. Okay. Did you consider yourself an
20 employee of Staff Care?

21 A. I never thought of it.

22 Q. Okay.

23 A. I was just an independent locums looking
24 for a job.

25 Q. Okay.

1 A. They found me one. And I'm presuming
2 McLeod paid them a finder's fee.

3 Q. Okay. And if you -- let's say someone
4 sexually harassed you. Where would you go to
5 report something like that when you were at McLeod?

6 A. Oh. I would have started with
7 Keith Torgerson.

8 Q. Okay.

9 A. And he would have probably sent me over
10 to the personnel offices.

11 Q. Okay. If you could, just tell me about
12 the day you were injured and what happened.

13 A. I'd call it a routine day. I started at
14 9:00 o'clock; did the cases that were assigned to
15 me; had lunch; and about 2:00 o'clock, we took a
16 patient into the operating room who was in his bed
17 from the floor rather than an OR gurney or
18 stretcher. And he came with assorted IVs and IV
19 poles and pump for the IVs, the electrical cord for
20 the bed, things like that that were not always
21 tidy. We moved -- we moved the bed parallel to the
22 operating table so that he could move himself over.

23 The anesthesiologist who was with me
24 countermanded that request. He said no, he hurts
25 too much; we'll put him to sleep in the bed, and

1 then we'll move him. Okay. It's not unusual.
2 It's an orthopedic case. The patient's position
3 when we put the head of the bed down flat for the
4 anesthesia induction -- he was quite a ways down in
5 the bed -- from the head of the bed. And I looked
6 at the anesthesiologist, and I said, well, if
7 you'll put the tube in -- because he was a lot
8 taller than me and could reach the patient's
9 position better -- I said if you'll go ahead and
10 put the tube in, I'll go get the medications. He
11 said fine.

12 So I picked up the syringes and started
13 to go around the left side of the bed, and that's
14 the end of that story. The next thing I know was,
15 this is going to hurt, boom, and I hit the floor.

16 Q. Okay. And what happened when you hit the
17 floor? Did someone come help you?

18 A. There was a whole room of people, all the
19 scrub nurses, circulators, aides, were all waiting
20 for us to put the patient to sleep and then to help
21 transfer. I could not give you any of their names.

22 Q. Okay.

23 A. It was Room A, and it was Friday the
24 21st.

25 Q. And what was hurting you when you fell?

1 A. Initially, I was just plain embarrassed.
2 But when I started to sit up, the voices said just
3 be still; just lay there a minute, things like
4 that. And I said I've got to get up; we've got a
5 case to do; I'm fine. And somebody said no, you're
6 not.

7 They put me on the chair that we normally
8 sit on at the head of the table to do the cases
9 that has wheels on it. And they wheeled me out
10 into the hall and transferred me to a wheelchair.
11 And somebody took me to the ER.

12 Q. Okay. And what did they do for you in
13 the emergency room?

14 A. When I finally got past triage and all
15 the beginning things, they put me in a room, and I
16 just waited until the on-duty doctor from the ER
17 came in. His name, I think, was Dr. Brewer. And
18 he looked at me and said, what happened to you. I
19 gave him the story. So he examined the eye, which
20 by now was a lovely shade of purple.

21 Q. Was it your left or your right eye?

22 A. My right.

23 Q. Okay.

24 A. And there was a good size lump coming up
25 on my forehead above the eyebrow.

1 Q. Okay. Was anything else hurting you at
2 that point other than your forehead and your eye?

3 A. Not at that time.

4 Q. Okay. And so was he able to diagnose you
5 with anything, tell you what was wrong?

6 A. The eye itself, he said there was no
7 blood inside the eye. He didn't see any bleeding
8 within the eye. But the white part of the eye was
9 totally blood red. There's no white part visible
10 at all. And, of course, it was swelling. And by
11 the time they were finished with me, about a
12 quarter to five, the eye was almost all swollen
13 shut and the black and blue was just below the
14 orbit.

15 Q. Okay. Did you stay in the hospital for a
16 while, or did they send you home?

17 A. They sent me home.

18 Q. Okay. Did they tell you anyone to follow
19 up with?

20 A. If anything else went wrong or I needed
21 anything else, come back to the ER.

22 Q. And who gave you those instructions?

23 A. Dr. Brewer.

24 Q. Okay. And did you have to fill out a
25 report of accident or anything when it took place?

1 A. No.

2 Q. Did you have to talk to anyone as far as
3 McLeod? I know it's kind of confusing because you
4 also treated with them. Did you talk to anyone in
5 personnel or anyone about the particular accident
6 that wouldn't have been a doctor treating you?

7 A. No. One thing I heard as I'm in the
8 wheelchair waiting for the elevator to go down
9 towards the emergency room, someone asked has
10 anybody started the paperwork.

11 Q. But you don't know if that was ever
12 completed?

13 A. I heard some female voice say yes, I've
14 already started.

15 Q. But you don't know who that was?

16 A. No, I don't. And I don't know what
17 paperwork was actually being initiated. I presumed
18 it was a report, an incident report.

19 Q. Did you feel the need to tell Staff Care
20 about the injury?

21 A. I don't recall that I called them that
22 day. I'm not sure.

23 Q. Do you remember when you would have
24 talked to someone at Staff Care about the injury
25 and given them notice about the accident?

1 A. I really don't remember at this point.

2 Q. Okay. Did you feel it was necessary to
3 talk to someone there?

4 A. I don't remember.

5 Q. Okay.

6 A. I just know by 8:00 or 9:00 o'clock that
7 night, the right eye was swollen totally shut.

8 Q. Okay. And did you have to report back to
9 the emergency room?

10 A. No.

11 Q. And were you able to go back to work?

12 A. Yes. We had a long weekend because of
13 Christmas. So I was off Saturday, Sunday, Monday
14 and Tuesday. And I reported for work on Wednesday.

15 Q. And were you able to work that day?

16 A. Yes.

17 Q. And you continued working. Did you ever
18 have to leave work because you were hurting again?

19 A. No. I worked through Wednesday, Thursday
20 and Friday. And Keith Torgerson told me on that
21 Friday that I wouldn't be needed to come back
22 because of the New Year's holiday.

23 Q. So why wouldn't you need to come back
24 because of the New Year's holiday?

25 A. That would have been another Saturday,

1 Sunday, Monday and Tuesday, and he said we're not
2 that busy.

3 Q. So he meant don't ever come back?

4 A. Yeah. The contract was filled --
5 fulfilled.

6 Q. Did your contract end before it was
7 supposed to have ended?

8 A. Yes.

9 Q. Did you ever file for unemployment or --

10 A. No.

11 Q. And this conversation took place with
12 Mr. Torgerson?

13 A. Uh-huh, Torgerson.

14 Q. And the only reason he gave you was they
15 just didn't need anybody at that point?

16 A. He had -- he told me -- he had told me
17 early in -- end of November or the first of
18 December that they had hired four new CRNAs who
19 were going to be starting the beginning of the
20 year.

21 Q. Okay.

22 A. So I knew after the holidays, I was going
23 to be finished there.

24 Q. And how long again did you say you
25 thought your contract was supposed to run?

1 A. Yes. Down the lumbar area.

2 Q. Was that prior to this accident?

3 A. It was prior to me being on the mainland.
4 I had that discovered when I was in Hawaii.

5 Q. And who discovered that?

6 A. Another orthopedic doctor whose name I
7 don't know.

8 Q. Were you having back problems? Is that
9 why they --

10 A. Lower back problems.

11 Q. Okay. And your bills right now, have
12 they been filed with health insurance, or who's
13 been paying the medical bills?

14 A. I've been paying them all out-of-pocket.

15 Q. So have you filed them with any kind of
16 insurance at all?

17 A. I had no insurance at the time of the
18 accident.

19 Q. Can you estimate how much you've paid
20 out-of-pocket?

21 A. So far, I'd say between 15 and \$20,000
22 for the bills and seven months' worth of work that
23 I've missed.

24 Q. Have you received any income since you
25 quit working at McLeod or since they told you they

1 didn't have work for you anymore?

2 A. No.

3 Q. Did you contact Staff Care after McLeod
4 said they didn't have any work for you?

5 A. I think I did.

6 Q. Okay. And before this accident, have you
7 been involved in any other accidents that required
8 medical care? You mentioned your shoulder already
9 and the lumbar back problems. Anything else?

10 A. In 1989, I was on a sailboat charter,
11 slipped on the deck, landed on my left shoulder and
12 had a fractured, dislocated shoulder.

13 Q. Was that in Hawaii?

14 A. Yes.

15 Q. Do you remember where you went for
16 treatment?

17 A. The West Maui Clinic.

18 Q. Okay. Anything else where you've had to
19 get medical care?

20 A. Does cataract surgery count?

21 Q. I guess it does. You just said it.

22 A. Okay. Bilateral cataract surgery two
23 years ago.

24 Q. Okay. Anything else?

25 A. I don't think so.

1 medical history. I think that you provided a good
2 bit of information earlier, but I want to make sure
3 I've got this right. You said that you've had
4 problems with your lower back in the past?

5 A. Yes.

6 Q. Okay. Have you ever had surgery on your
7 lower back?

8 A. Yes.

9 Q. Okay. What kind of surgery did you have
10 on your lower back?

11 A. First thing was a coccygectomy.

12 Q. How did that work out?

13 A. Fine.

14 Q. Just to make sure, they removed part of
15 your coccyx?

16 A. Yes. My son tried to when he was born
17 but...

18 Q. All right.

19 A. And over the years -- and I can't give
20 you the exact dates -- I've had three lower spine
21 surgeries, L5-S1, L4-L5 and L3-L4.

22 Q. Did any of these surgeries result in you
23 having restrictions on how much lifting you're
24 supposed to do?

25 A. No.

1 Q. What did you see her for?

2 A. General checkup since I was new to the
3 area. And at that time, I thought I was going to
4 be there for awhile.

5 Q. All right. I want to briefly touch on
6 your work history and make sure I've got a good
7 feel for it, Ms. Shatto. Before you went to
8 nursing school, did you do any kind of work?

9 A. I was in high school, and I worked as a
10 babysitter, like most teenagers. And in the
11 summers, I worked at a farm market.

12 Q. Okay. Did you go straight from high
13 school to the Pennsylvania Hospital School of
14 Nursing?

15 A. I did.

16 Q. Did you go straight from that to the
17 anesthesia school?

18 A. No.

19 Q. Okay. Where did you work as a nurse?

20 A. Carlyle Hospital.

21 Q. So when you said 21 years, that included
22 your time there as a nurse and a CRNA?

23 A. Yes.

24 Q. And when I say CRNA, you are, indeed, a
25 certified registered nurse anesthetist?

1 A. I am.

2 Q. Okay. The certification you get for
3 that, is that applicable in all 50 states?

4 A. Yes.

5 Q. Okay.

6 A. I also have to maintain my RN license.

7 Q. Do you have to do continuing education
8 for that?

9 A. Yes. The AANA has that re-certification
10 program.

11 Q. How does that work?

12 A. You have two years to accumulate 40
13 educational points.

14 Q. Can you do that over the internet?

15 A. At this point in time, I don't know if
16 it's totally internet. What I'm working with is a
17 company that sends you a lesson every two weeks.

18 Q. Correspondence course?

19 A. Yeah. Okay. And then you fill out the
20 answers, which that part I can do on the internet.

21 Q. Okay. So are you a licensed RN in
22 South Carolina?

23 A. Yes.

24 Q. You're a licensed CRNA in South Carolina?

25 A. Yes.

1 Q. And you said you're working on it. So
2 you're in the process of keeping up your credits to
3 be a CRNA?

4 A. Yes. I am good on a CRNA until July of
5 next year.

6 Q. July of 2009?

7 A. Yes.

8 Q. Have you done any other kind of work
9 other than work as an RN or CRNA?

10 A. Mother, chauffeur, all of those kinds of
11 jobs.

12 Q. Any other kind of jobs for which you were
13 paid other than an RN and CRNA?

14 A. No.

15 Q. And in your different roles that you've
16 talked about, the various hospitals at some
17 relatively interesting places, have you ever had
18 any supervisory roles where you were in charge of a
19 unit or anything like that?

20 A. When I first went to Carlyle Hospital, I
21 was in charge of a 24 bed -- women's medical
22 surgical unit.

23 Q. You had to oversee the other nurses?

24 A. Uh-huh.

25 Q. You have to say yes or no.

1 had enough.

2 Q. And you used the term -- you said you
3 looked for locums. What does that mean?

4 A. I think the full term is locum tenens.
5 But it just means a freelance person who either
6 goes through an agency to find a job, or I suppose
7 they could do it completely independently and call
8 up hospitals or people they know. I don't know of
9 any other way but those two.

10 Q. What made you want to find that type of
11 job?

12 A. It pays better, a lot better. And you
13 have a little bit of autonomy there. You're not
14 the hospital employee under their rules. If you
15 don't like it, you can leave. If they don't like
16 you, they can send you home. But it was just less
17 stressful to me.

18 Q. And is Staff Care an agency that helps
19 people find this locum tenens work?

20 A. Uh-huh. There's Staff Care, United
21 Anesthesia's a real big one, ANESSTAT -- who
22 else -- and since the accident early in January,
23 when I didn't realize there was anything else going
24 on, I had put some feelers out through the internet
25 looking at job positions from different agencies,

1 and I had several offers. But by the time the
2 offers came in, I couldn't work. And nobody
3 wants to hire an anesthetist with one arm.

4 Q. Now, you said that you had started with
5 McLeod in November of 2007?

6 A. Right.

7 Q. Staff Care placed you there?

8 A. Yes.

9 Q. Do you have anything to do with any of
10 the contracts between Staff Care and McLeod about
11 the people that Staff Care places at McLeod?

12 A. No.

13 Q. Ever seen one of those contracts?

14 A. No.

15 Q. Now, you said when you first started
16 if -- I want to make sure I understand. Did you
17 say that when you first started, you were told that
18 they'd already hired four CRNAs who were going to
19 start in January of 2008?

20 A. It wasn't the day I got there, no. But
21 early on in the assignment, my total actual
22 assignment wound up being six weeks. And it was --
23 it had to have been by the end of November that
24 Keith told me because he had to give the 30-day
25 notice to me, and he said he'd already contacted

1 Staff Care. And that's the only conversations we
2 had about them.

3 Q. Okay. Did you hear anything from anybody
4 at Staff Care about that?

5 A. I'm sorry?

6 Q. Did Staff Care contact you and tell you
7 that?

8 A. I think Greg did call.

9 Q. Did you discuss with Greg about an
10 alternative placement?

11 A. Just that I'd be available.

12 Q. All right. And you said you were -- I
13 think you indicated your agreement with Staff Care
14 is that you were guaranteed 40 hours a week?

15 A. Yes.

16 Q. If McLeod only needed you 30 hours a
17 week, did Staff Care still pay you 40 hours a week?

18 A. I'm presuming they would have. The
19 situation didn't come up.

20 Q. So you always worked 40 hours?

21 A. Yes.

22 Q. Did you have a written contract between
23 you and Staff Care? Did you sign something with
24 them?

25 A. Probably. I don't have the papers in my

1 head. And I'd have to dig through the books at
2 home.

3 Q. Okay. You indicated that there was a
4 direct deposit from Staff Care in your checking
5 account.

6 A. Yes.

7 Q. Did you ever receive any sort of
8 paycheck, direct deposit, from McLeod?

9 A. I got the pay stubs from McLeod.

10 Q. Okay. What did they say?

11 A. Gross pay, less -- no. My gross pay, my
12 overtime -- they didn't take anything out in the
13 way of taxes or anything.

14 Q. Okay. And you mentioned the 1099
15 earlier. Was that 1099 you received from McLeod or
16 Staff Care?

17 A. I don't remember. I'd have to look at my
18 tax papers.

19 Q. Okay.

20 A. I do remember the checks were from
21 Staff Care.

22 Q. All right. I think there was a question
23 earlier about what would have happened if you
24 hadn't shown up for work at McCleod. If you hadn't
25 shown up for work -- like, Tuesday you decided not

1 to show up -- would Staff Care have paid you
2 anyway, even if you didn't go to work, your job
3 assignment at the time?

4 A. I don't know. The situation never arose.
5 I never thought about it.

6 Q. All right. I want to shift our focus and
7 talk a little bit about December 21st, 2007. I
8 think you explained to us earlier you were helping
9 deal with a patient. And to make sure I've got it
10 right, the decision was made by the
11 anesthesiologist to put this person to sleep, so to
12 speak, while they were still in their bed?

13 A. Correct.

14 Q. And then slide them to the OR table?

15 A. Yes.

16 Q. Okay. And you said you started to go
17 around the end of the bed?

18 A. From the head of the bed around to the
19 left side.

20 Q. Do you remember anything else before you
21 realized you were on the ground?

22 A. No. I picked up the syringes, turned,
23 and I remember one step. And I thought that -- I
24 hope this is a padded floor because it's linoleum
25 over concrete, and sometimes they have a thin pad

1 under there; other places I've worked had. McLeod
2 does not have any padding between the linoleum and
3 the concrete.

4 Q. So you remember taking one step, and the
5 next thing you knew, you were on the ground?

6 A. Thud, thud.

7 Q. Did you put your hands out to catch
8 yourself?

9 A. No. Apparently not. Because I would
10 have had both hands with the medications, the
11 syringes.

12 Q. Were they broken or anything?

13 A. I have no idea. I have no idea what
14 happened after that. They just picked me up, put
15 me on the chair and took me out.

16 Q. Do you think you blacked out?

17 A. Not quite. I don't have any time period
18 that's not there. But what went on in the room
19 besides getting me out there, I don't know. I can
20 make a lot of presumptions, but I don't know.

21 Q. Have you talked to anybody who was in the
22 room since you had your fall?

23 A. No.

24 Q. What time of day did this happen?

25 A. 2:00 p.m.

1 Dr. Perry for that annual physical, is that when
2 she sent you for the MRI of your shoulder?

3 A. Yes.

4 Q. You saw Dr. Majors, and you said he
5 referred you to Dr. Malim?

6 A. Uh-huh.

7 Q. And you mentioned a rehab hospital.
8 Which rehab hospital were you in? Did you go to
9 HealthSouth?

10 A. No. It was one in Charlotte. And I
11 recall the heading on a piece of paper on one of
12 the bills. It was CMC's facility.

13 Q. Is that Carolinas Medical Center --

14 A. Yes.

15 Q. -- in Charlotte? Okay. So we've talked
16 about McLeod Emergency Room, Dr. Perry, Dr. Majors,
17 Dr. Malim and the rehab hospital, and you've told
18 us about going to the chiropractor just for the
19 physical therapy, not for the chiropractor.

20 A. Right.

21 Q. Any other medical providers,
22 chiropractors, hospitals you've seen since December
23 of 2007?

24 A. Nope. You've got them covered.

25 Q. All right. I apologize. I beg your

1 Q. Is there a clearinghouse for locum tenens
2 work for anesthesia?

3 A. There is several sites that you can go
4 to. The one that I went to is gasworks.com.

5 Q. Is that a wordplay on the fact that y'all
6 use gas for the anesthesia?

7 A. I'm sure it would be.

8 Q. What time frame did you get these offers
9 from United Anesthesia, ANESSTAT,
10 Coastal Anesthesia, JSM?

11 A. I began looking on the web in January.

12 Q. Okay.

13 A. And because of paperwork and time span, I
14 was looking for jobs three months ahead so you can
15 get all this paperwork and stuff taken care of
16 beforehand.

17 Q. At what point did your right shoulder
18 reach the point where you thought maybe I can't do
19 any of these jobs?

20 A. It was sore enough that I saw
21 Dr. Perry -- or -- yeah -- Dr. Liz Perry. And then
22 that story goes. But not possibly being able to
23 use it post-operatively -- the longer the recovery
24 is taking, the less confident that I have become
25 that I can go back to work as a CRNA.

1 Q. That's okay.

2 A. Yes. To the last three questions.

3 Q. Ms. Shatto, you said you realized you hit
4 the floor. Did you hit anything between when you
5 started falling and when you hit the floor on
6 December 21st, 2007?

7 A. No.

8 Q. Did you stick yourself with a needle or
9 anything?

10 A. No. They would have all been capped.

11 Q. Hit the bed?

12 A. There was something on or near the head
13 of the bed because I only took one step to the left
14 of Dr. Fox to get around the equipment. I don't
15 know what my foot caught on. It's something that
16 sure didn't move.

17 Q. Was there anything wet on the floor?

18 A. Not that I recall.

19 Q. You say you don't know what your foot
20 caught on. Did you have any scuff marks on your
21 shoe or anything?

22 A. My right shoe was across the room.

23 Q. How did you land?

24 A. Have you ever cut down a tree? Just
25 straight down. The first thing that hit was my

NOVANT HEALTH
PRESBYTERIAN ORTHOPAEDIC HOSPITAL

NAME: SHATTO, MILDRED H
MRN: 1188388
ADM DATE: 05/07/2008

DOB: 11/12/1942
ACCTN: 502121734
SEX: F
ROOM: 405AA

DATE OF ADMISSION:
05/07/2008

DATE OF DISCHARGE:
05/12/2008

PROCEDURES:

Right C3 to C7 opening laminoplasty with foraminotomies performed on 5/7/08.

CONSULTATION:

Presbyterian Pain Management for ongoing pain control issues.

HOSPITAL COURSE:

The patient was admitted to the hospital with preoperative right arm and right lower extremity dysfunction due to cervical stenosis with myelomalacia. Due to her cervical stenosis, the decision was made to move forward with laminoplasty to decompress the spinal cord. Immediately postoperatively, she had a considerable improvement in her right upper and lower extremity strength. The only residual dysfunction that she had was weakness that persisted in her deltoid. Otherwise, her strength was 5/5 in all muscle groups. However, she had significant difficulties with pain control postoperatively. She has a history of significant narcotic use/addiction for which she was successfully weaned off the narcotics by her primary care physician at Signature Healthcare. Pain management was consulted and patient was started on a PCA pump. Over the course of the weekend, she was gradually ramped up with oral pain medication while diminishing her PCA requirement. When she made satisfactory progress in physical therapy and her pain was under better control, she was felt to be an ideal candidate for transfer to Charlotte Institute of Rehabilitation due to her spinal injury-like disability with evidence on her MRI scan of myelomalacia. She did note dysfunction with her right lower extremity as well as right upper extremity still which she stated was due to an inability to really control those extremities reliably.

DISCHARGE INSTRUCTIONS:

Patient is to be involved in physical therapy and occupational therapy. Due to her right upper extremity dysfunction she will need therapy for the right upper extremity to regain function. Additionally, she should be involved in aggressive cervical range of motion both with flexion and extension as well as axial rotation. As her motion improves, it has been my experience that the patient's neck pain significantly improves. She should also be involved in aggressive shoulder range of motion for two reasons: Her continued right shoulder weakness which should return likely due to a C5 nerve root palsy. This did pre-exist her laminoplasty, and so it is difficult to really say for that this is coming from a C5 nerve root palsy versus actual spinal cord injury. She should also be involved in aggressive range of motion of the right shoulder to prevent her from developing right frozen shoulder. She has no specific restrictions with respect to her cervical spine. The soft collar that she is currently placed in is for comfort only due to muscle weakness of the cervical spine and as her neck muscles get stronger the expectation is that this collar will ultimately be removed. Typically the collar is removed with no further use beginning at three weeks postop but can certainly be discontinued before then and would encourage her to come out of the collar as needed for cervical range of motion exercises.

DISCHARGE MEDICATIONS:

Discharge Summary
SHATTO, MILDRED H MRN: 1188388

Staff Care Inc.

The Leader in Locum Tenens Staffing

PROVIDER SERVICES AGREEMENT

This Agreement made October 10, 2007 (the "Effective Date"), by and between Staff Care, Inc., a Texas Corporation ("Staff Care") and DEE DEE SHATTO, CRNA ("Provider").

WITNESSETH:

WHEREAS, Staff Care acts as agent for Clients to arrange for medical services on a Locum Tenens basis; and

WHEREAS, Provider desires to provide medical services on a Locum Tenens basis to Clients of Staff Care; and

WHEREAS, Staff Care and Provider desire to set forth their agreement relating to Locum Tenens opportunities for Provider.

NOW, THEREFORE, the parties agree as follows:

PAYMENTS AND EXPENSES:

1.01 Daily Rates: All rates will be negotiated and agreed between Provider and Client through Staff Care on an assignment by assignment basis with the assistance of Staff Care as agent and set forth in a confirmation letter which is hereby incorporated into this Agreement by this reference.

1.02 Holiday Call and Professional Services:

- a) If a Provider remains in the assignment community on the following holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas, or other holiday recognized by Client, Provider will be paid for one-half of the daily rate for each holiday; or
- b) If Provider is required to be on call during one of these holidays, the Provider will be paid at the full daily rate for each holiday; or
- c) If Provider is required to see patients or go into the facility on one of these holidays, Provider will be paid the full daily rate plus the holiday premium rate for a maximum of four hours of professional service. Provider will be paid at the premium rate for all hours of professional service in excess of four hours on any of these holidays.

1.03 Travel/Transportation: Staff Care will use its best efforts to ensure that Client provides for round trip travel to and from the assignment (in most instances prepaid airline tickets) and local transportation while Provider is in the community and on assignment. Under no circumstances is Staff Care liable to reimburse Provider for travel costs if such costs are not preapproved by Client.

1.04 Housing: Staff Care will arrange for Client to provide Provider with reasonable and pleasant living accommodations while on assignment. Provider will be provided lodging for en route travel as needed. Provider will be responsible for all personal expenses, such as meals, telephone calls, laundry, etc. Staff Care reserves the right to cause amounts to be offset against advances for personal expenses by Staff Care or Client against amounts due to Provider hereunder.

1.05 Insurance: When providing services to Clients of Staff Care pursuant to this Agreement, Provider shall be insured under the terms of Staff Care's group malpractice insurance policy or similar insurance provided by Client. Subject to the terms and conditions of the policy, such malpractice insurance will cover Provider, if necessary, for any claim arising out of the rendering of, or failure to render professional services by Provider while on assignment under this Agreement. The cost of the malpractice coverage will be passed through to Client. Provider shall provide all information required by Staff Care's group malpractice insurer to establish and maintain eligibility under the terms of the group malpractice insurance policy. Among other things, this coverage is contingent upon the information Provider submits to Staff Care being accurate and complete. Staff Care will not insure Provider or arrange for insurance coverage for Provider when Provider is assigned to a government-owned facility under a Personal Services Contract as will be set forth in your confirmation letter. At the sole discretion of Staff Care, Provider may be allowed to provide services pursuant to this Agreement while covered by comparable malpractice insurance through Provider or Client's insurance carrier. If malpractice insurance is obtained through Provider or Client's insurance carrier, Provider shall

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nil

sign a "Hold Harmless Agreement" in a form acceptable to Staff Care. Provider should determine whether to acquire additional independent malpractice coverage.

1.06 Hospital Privileging and Licensure: Staff Care will assist Provider in requesting documentation necessary for hospital privileging and state licensure. Provider agrees to provide timely and accurate information to Staff Care and Client to complete required privileging and/or state licensure applications on a timely basis. As part of obtaining necessary hospital privileges, Provider may be required to submit to drug screening. Provider authorizes Staff Care to release to the Client any information required for hospital privileges relating to an assignment, including the results of any drug screening. Client will be required to pay for any costs relating to Provider obtaining any necessary hospital privileges relating to an assignment.

PROVIDER COVENANTS

2.01 Standard of Care: Provider shall provide medical services to patients of Client according to the standards of practice among members of the same health care profession with similar training and experience situated in the community in which Provider performs services on behalf of Client.

2.02 Records: Provider shall maintain customary medical records in accordance with the standards and within the time period set by the medical facility or facilities for which Provider performs services pursuant to this Agreement and agrees that such records shall be and remain the property of such facility or facilities. Provider agrees to complete all notation for all progress notes, histories, physicals, and chart documentation prior to leaving the assignment as required by Client and to otherwise comply with all other applicable policies and procedures of Client.

2.03 Billings: During the term of this Agreement Provider shall assign all billings for services rendered by Provider to the Client for which Provider performs services and agrees that all billings for services rendered by Provider shall be and remain the property of and shall be processed and handled solely by such Client. Provider agrees to assist Client in Client's bill collecting procedures including but not limited to timely furnishing all information requested by Client. In connection with the processing and handling of billings by Client, Provider hereby irrevocably grants to such Client the authority to endorse and deposit as appropriate all checks and other instruments or items that may be payable to Provider with respect to services rendered by Provider. In addition, Provider agrees to deliver to any bank or other financial institution designated by any such Client written evidence of the endorsement authority granted herein.

2.04 Services: Provider agrees to devote full professional efforts while on assignment to provide medical services for Client. Client shall be solely responsible for determining Provider's work assignments, schedule, number of hours worked and patients served. Provider will not compete with Staff Care's interests while on assignment. If Provider requests or is requested to perform additional responsibilities for Client or an affiliate of Client not covered by an assignment on this Agreement, Provider shall immediately notify Staff Care and confirm the availability of malpractice coverage for the additional responsibilities. If malpractice coverage is not available through Staff Care or Client and is not provided by Provider for such additional responsibilities, Provider will not accept such additional responsibilities.

2.05 Confidentiality: Provider agrees that the terms of this Agreement are confidential and shall not be disclosed by Provider to third parties.

2.06 Notification of Litigation: Provider shall immediately notify Client and Staff Care in writing of any threatened or actual malpractice claims involving Provider, whether the situation giving rise to such claims took place before or during this Agreement or related to professional services in connection with this Agreement; Provider also agrees to notify Client and Staff Care immediately and in writing of any situation relating to services provided under this Agreement that Provider has any reason to believe may lead to a malpractice claim. Provider understands and accepts that failure by Provider to comply with the terms of this paragraph may invalidate the malpractice liability insurance provided under this Agreement.

2.07 Notification of Disciplinary Action: Provider agrees to notify Client and Staff Care immediately of any disciplinary or quality assurance proceedings involving Provider (e.g., with licensing boards, quality assurance committees, hospitals or other medical facilities, medical societies, or of claims of suits), and Provider agrees to promptly notify Client and Staff Care in the event any such proceedings are pending or are instituted, whether or not they are related to professional services performed for a Client of Staff Care.

2.08 Reproduction of Curriculum Vitae: In the course of presenting Provider to Clients for potential provision of locum tenens services, Staff Care will reproduce the curriculum vitae of Provider. Staff Care will use

PROVIDER INITIALS: 

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good faith efforts to prevent any errors in the reproduction of Provider's curriculum vitae. Provider hereby agrees to release and hold Staff Care harmless from all liability for any errors made in such reproduction.

GENERAL

3.01 Terms: This Agreement shall commence on the Effective Date and continue until terminated as set forth herein or until such time as a new agreement is entered into between Staff Care and Provider.

3.02 Termination:

- a) Either party may terminate this Agreement and Provider or Client may terminate an assignment with or without cause by giving at least thirty (30) days prior written notice; provided, however, Staff Care shall not have the right to terminate an assignment for a Client for which Provider is performing services. Provider agrees to provide locum tenens coverage at the location or locations designated by Client during the entire notice period. Staff Care shall not be obligated to pay Provider for any scheduled professional services not actually performed by Provider during the notice period.
- b) This Agreement may also be terminated by Staff Care, in its sole discretion, immediately and without prior notice to Provider upon the occurrence of any of the following events:
 - i) Provider becomes disqualified to practice medicine in any state or Provider's license or hospital privileges are revoked, suspended or restricted, voluntarily or involuntarily.
 - ii) Staff Care Clients for whom Provider provides services request that Provider be removed for reasons alleged or actual, relating to competence or professional conduct.
 - iii) Provider fails to qualify or becomes ineligible for coverage under the terms of Staff Care's group malpractice insurance policy and is not covered by other malpractice coverage acceptable to Staff Care in its sole discretion.
 - iv) Provider fails or refuses to perform the duties required by this Agreement, violates any terms of this Agreement, or otherwise refuses to cooperate with Staff Care.
 - v) Staff Care determines that Provider provided false and/or misleading information or failed to provide information, the omission of which made Provider's representation(s) in any of the application materials misleading.
- c) If Client fails to meet its financial obligations to Staff Care for services performed by Provider, Provider's assignment may be cancelled. Notwithstanding anything to the contrary set forth herein, under no circumstances will Staff Care be obligated to pay Provider for services for which Staff Care has not received payment from Client. Provider will not be entitled to payment for any scheduled services not actually performed on a cancelled assignment but Client will remain liable to Provider for payment for services performed on cancelled assignments.
- d) Client, at its sole discretion, will have the right to terminate the services of Provider for any assignment if Client does not reasonably find the services of Provider to be appropriate; provided, however, Client will be liable to Provider for payment for services performed by Provider prior to termination. Provider will not be entitled to payment for any scheduled services not actually performed by Provider as a result of the termination of an assignment.

3.03 Non-Solicitation: During the term of this Agreement and for a period of two years after this Agreement is terminated for any reason, Provider shall not solicit or make any offer to become employed by, or to become involved, associated or affiliated with, directly or indirectly, any Client of Staff Care whose need for coverage was disclosed to Provider by Staff Care or to whom Provider provided services pursuant to this Agreement, or to any affiliate of such Client, unless otherwise agreed to in writing by Staff Care. Provider will not disclose information about opportunities presented to him/her by Staff Care to other agencies.

3.04 Reassignment:

- a) If during the two year period after you are presented by Staff Care to Client for services or after you cease to provide services to Client under this Agreement, which ever is later, Provider is recruited and accepts a permanent

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position with Client or one of Client's affiliates, Client shall be responsible for paying a recruitment fee if Staff Care has no agreement with Client for the payment of such fee. Provider agrees to notify Staff Care immediately in the event Provider accepts an offer of a permanent position with Client or one of Client's affiliates. If Client, or other third party, fails or refuses to pay the recruitment fee to Staff Care, or is not obligated to pay such fee, then Provider agrees not to accept the permanent position or agrees to pay the recruitment fee of \$23,000, to Staff Care, plus any and all expenses such as attorneys' fees incurred in the collection of such amounts. Provider hereby authorizes Staff Care to offset any payment and reimbursements due to Provider for providing services to Client against the recruitment fee owed to Staff Care.

- b) If during the term of this Agreement Provider is recruited and accepts a position with a Client or an affiliate of a Client to provide locum tenens coverage, such Client or its affiliates, as applicable, shall be responsible for paying locum tenens fees to Staff Care. If Staff Care has an agreement with Client for payment of such fees, Provider agrees to notify Staff Care immediately in the event Provider accepts an offer of a locum tenens position. If Client, or other third party, fails or refuses to pay the locum tenens fee to Staff Care, or is not obligated to pay such fee, then Provider agrees not to accept the locum tenens position or agrees to pay the recruitment fee set forth above plus any and all expenses such as attorneys' fees incurred in the collection of such amounts. Provider hereby authorizes Staff Care to offset any payments and reimbursements due to Provider against the locum tenens fee or recruitment fee that is owed to Staff Care.

3.05 Independent Contractor Placement Agent

- a) Staff Care acts as a placement agent for Client and Provider is an independent contractor. Provider shall not be, for any purpose, treated as an employee or agent of Staff Care. Staff Care is not licensed to practice medicine. Staff Care shall not in any way attempt to influence or direct Provider's professional medical judgment or Provider's relationship with Clients or patients. Because Provider is not an employee of Staff Care, Provider agrees that Staff Care shall not provide health insurance, worker's compensation or unemployment benefits for Provider, and Staff Care shall not make or withhold tax payments for state or federal entities unless required by law. Staff Care shall deliver to Provider a Form 1099 annually within the time required by law.
- b) Provider acknowledges and agrees that (i) he/she is a self-employed independent contractor and is not an employee of Staff Care and Provider shall not be, for any purpose, treated as an employee of Staff Care; (ii) Provider is solely responsible for the filing and paying of all federal, state, and local income taxes and self-employment taxes due on the payments received from Staff Care or Client's of Staff Care; (iii) Staff Care is not a permanent staffing agency or a staff leasing service; (iv) available assignments will vary from time-to-time depending on the needs of Staff Care Clients and Staff Care does not and cannot guarantee specific dates, times, or hours of assignments; (v) as an independent contractor, Provider has the flexibility to accept or decline an assignment for which he/she is selected and (vi) Provider is not eligible to claim unemployment benefits or workers' compensation benefits and will not file any claim against Staff Care for unemployment or workers' compensation benefits. If Provider is unable to fulfill an assignment for any reason, Provider agrees to notify the appropriate Staff Care Account Representative immediately. When an assignment ends, Provider agrees to consult his/her Staff Care Recruiting Consultant for other potential assignments. Provider agrees to execute a Declaration in relation to the foregoing in the form attached hereto and in conjunction with each assignment accepted by Provider.
- c) Any action taken by Provider that is inconsistent with his/her status as an independent contractor will be a breach of this Agreement. Staff Care will be entitled to recover damages from Provider for all costs and expenses, including attorneys fees, resulting from or arising out of any such breach.

3.06 INDEMNIFICATION: AS AN INDEPENDENT CONTRACTOR, PROVIDER IS RESPONSIBLE FOR HIS/HER OWN MEDICAL DECISIONS AND ACTIONS AND HEREBY INDEMNIFIES STAFF CARE, AND SHALL HOLD STAFF CARE HARMLESS FROM ANY LOSSES, DAMAGES, LIABILITIES AND EXPENSES ("CLAIMS") NOT COVERED BY THE MALPRACTICE INSURANCE REFERRED TO IN SECTION 1.05 HEREOF THAT ARE INCURRED BY STAFF CARE ARISING OUT OF, IN CONNECTION WITH, OR AS A RESULT OF PROVIDER RENDERING OR FAILING TO RENDER MEDICAL SERVICES DURING THE TERM OF THIS AGREEMENT, INCLUDING CLAIMS THAT STAFF CARE'S NEGLIGENCE, IN WHOLE OR IN PART, CAUSED THE LOSS.

3.07 Governing Law This Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas without giving effect to conflict of law principles. Exclusive jurisdiction and venue of any dispute or legal action relating to this Agreement shall lie in the state or federal courts of Dallas County, Texas.

PROVIDER INITIALS: ds

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SCI PSA REVISED 030805

3.08 Notice: All notices hereunder shall be in writing and shall be sent by registered or certified mail, return receipt requested, to the addresses listed below the signatures to this Agreement.

3.09 Entire Agreement: All prior or contemporaneous agreements, representations and statements, if any, between the parties hereto, or their representatives, are merged into this Agreement, and this Agreement and the confirmation letters and Declarations related to this Agreement shall constitute the entire Agreement between the parties.

3.10 Amendment: No waiver or modification of the terms hereof shall be valid unless in writing signed by the party to be charged and only to the extent therein set forth.

3.11 Assignment: This Agreement may not be assigned, in whole or in part, by Provider. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of Staff Care.

3.12 Delay: Neither party hereto shall be liable in damages for any delay or default in performing its or his/her respective obligations under this Agreement if such delay or default is caused by conditions beyond its or his/her control, including, but not limited to, acts of God, government restrictions, strikes, fires, floods, work stoppages, or acts or the failure to act by third parties. So long as any delay or default continues, the party affected by the conditions beyond its or his/her control shall keep the other party at all times fully informed concerning the matters causing the delay or default and the prospects of their ending.

3.13 Headings: The captions appearing in this Agreement are intended only as a matter of convenience and for reference and in no way define, limit or describe the scope and intent of this Agreement or any of its provisions.

3.14 Severability: The parties acknowledge and agree that each provision of this Agreement shall be enforceable independently of every other provision. Furthermore, the parties acknowledge and agree that, in the event any provision of this Agreement is determined to be unenforceable for any reason, the remaining covenants and/or provisions will remain effective, binding and enforceable. The parties further agree that, in the event that any provision of this Agreement is determined to be unenforceable for any reason, the parties agree to substitute a comparable provision having the same effect as the unenforceable provision to the maximum extent permissible under applicable law.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth below.

STAFF CARE, INC.

By Jim Roughey
Staff Care, Inc.
5001 Swineman Drive
Irving, TX 75063

By Deedee Shatto
DER DEE SHATTO, CRNA
MILLEDGE
LAKE WYLIE, SC 29710
SSN Tax ID _____
Date 11 OCTOBER 2011

PROVIDER INITIALS: ds

Page 3

SEE FIRST RELEASED UNDER

**INDEPENDENT CONTRACTOR
DECLARATION**

Staff Care
The Leader in Hospital Direct Staffing

The undersigned service provider (the "Provider") declares, acknowledges and agrees that he/she is an independent contractor and is not an employee of Staff Care or any of its affiliates.

1. I am a trained healthcare provider engaged in the practice of healthcare.
2. I am solely responsible for my professional actions in providing services to patients at the contracted healthcare facilities or elsewhere.
3. Staff Care does not have the right to direct or control the manner in which I practice my profession.
4. I independently determine the assignments I am willing to accept and the rate at which I will be paid for each assignment. I cannot be directed by Staff Care to accept assignments.
5. Staff Care does not direct my professional services in any manner, including the time, place, type of professional service, working conditions, quality of the professional service, my right to utilize or hire assistants or the prices charged for the services I render.
6. I have the right to terminate my relationship with Staff Care at any time and I may terminate an assignment with or without cause by giving thirty (30) days written notice. Staff Care does not have the right to terminate any assignment I choose to accept with a healthcare facility.
7. To my knowledge, Staff Care has no relationship with the healthcare facilities with whom I accept assignments other than that of a placement agency and I understand that Staff Care is not licensed to nor is it engaged in the practice of medicine.
8. I am not employed by Staff Care. As an Independent contractor, I agree that I am responsible for and will pay all federal, state and local income or self-employment taxes due on payments received as a result of this assignment, and I am NOT entitled to claim unemployment benefits or workers compensation benefits against Staff Care.
9. To the extent I receive payments from Staff Care in relation to this assignment, such payments are made by Staff Care on behalf of the Client.

This Declaration is a true and correct statement of the facts set forth herein.

This Declaration is executed effective as of 11 OCTOBER, 2001.

PROVIDER

Deedee Shatto
(Signature)

Deedee Shatto
(Print Name)

STAFF CARE RECRUITING CONSULTANT

Jim Rodriguez
(Signature)

Jim Rodriguez
(Print Name)

Staff Care

APPLICATION CRNA

ALL QUALIFIED APPLICANTS RECEIVE CONSIDERATION WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, AGE, NATIONAL ORIGIN, DISABILITY, MARITAL STATUS, VETERAN STATUS OR ANY OTHER LEGALLY PROTECTED STATUS.

IDENTIFYING INFORMATION									
LAST NAME		FIRST NAME		MIDDLE NAME		ANY OTHER NAMES BY WHICH YOU HAVE BEEN KNOWN		SOCIAL SECURITY NUMBER	
Shatto		Mildred		H		DEEDEE			
CITY		STATE		ZIP CODE		HOME TELEPHONE			
Philadelphia		PA		19106		803-1631-5711			
EMERGENCY CONTACT				RELATIONSHIP		TELEPHONE			
Claire Blocker				sister		(704) 583-0702 (704) 491-2236 (cell)			
IN WHICH SPECIALTIES ARE YOU PURSUING LOCUM TENENS ASSIGNMENT?									
CRNA									
EDUCATION									
COLLEGE/UNIVERSITY						DEGREE		FROM	
Pennsylvania Hospital School of Nursing						diploma		9 60	
CITY						STATE		TO	
Philadelphia						PA		10 69	
COLLEGE/UNIVERSITY						DEGREE		FROM	
								MONTH YEAR	
CITY						STATE		TO	
								MONTH YEAR	
GRADUATE TRAINING									
COLLEGE/UNIVERSITY/FACILITY						DEGREE		FROM	
Carlisle Hospital School of Anesthesia						diploma		4 78	
CITY						STATE		TO	
Carlisle						PA		3 79	
NATIONAL CERTIFICATION									
ARE YOU CURRENTLY CERTIFIED? ☒ Yes ☐ No					DATE OF ORIGINAL CERTIFICATION				
					1974				
NAME OF CERTIFICATION					CERTIFICATION NUMBER				
AANA					023184				
ONLY ANSWER THE FOLLOWING 2 QUESTIONS IF NOT CURRENTLY CERTIFIED									
Have you ever taken the national examination and failed to pass? If YES, how many times?					☐ Yes ☐ No				
Have you applied for the certification exam? If YES, when are you scheduled to take the exam?					☐ Yes ☐ No				
EXAMINATIONS/REGISTRATIONS									
☐ SETPE		☐ NOEX		☐ State Constructed		Number of times taken?		Date last taken?	
ARE YOU CURRENTLY REGISTERED IN ANY STATE? IF YES, IN WHICH STATE? IF NO, IN WHICH STATE DO YOU HAVE A CURRENT LICENSE?									
1.	PA		1964	Expired					
2.	HI		1989	Expired					
3.	NC	multi state			023184	2001	2009		
4.	SC	multi state			1593	2001	2008		
5.									
6.									

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on line grad cert for AA 10/10/07

Applicant's Initials dds



Staff Care

REFERENCES							
LIST WITH WHOM TO HAVE HAD CLINICAL CONTACT DURING THE PAST 12 MONTHS							
1. Name		DR. ROUFAO URAIZEE			Position/Relationship		Employer
Address		8825 RANDOLPH RD			Specialty		anesthesia
City		CHARLOTTE			State		NC
Zip		28278			Worked with		From 7/2002 To 7/2007
2. Name		DR. C. DAVID HERO			Position/Relationship		employer
Address		2825 RANDOLPH RD			Specialty		anesthesia
City		CHARLOTTE, NC			State		NC
Zip		28278			Worked with		From 7/2002 To 7/2007
3. Name		DR. WILLIAM BRANNER			Position/Relationship		Ophthalmologist
Address		4335 CANNON ROAD			Specialty		Ophthalmology
City		CHARLOTTE			State		NC
Zip		28278			Worked with		From 7/2002 To 7/2007
PROFESSIONAL LIABILITY INSURANCE							
1. Present Carrier				Policy number		Phone number	
n/a							
Address		City, State		Effective Date		Expiration Date	
2. Previous Carrier				Policy number		Phone number	
Address		City, State		Effective Date		Expiration Date	



Staff Care

FITNESS FOR POSITION	
IF YOU ANSWER YES TO QUESTION #3 OR #4, PROVIDE A FULL EXPLANATION ON A SEPARATE SHEET	
1. The essential function of a Locum Tenens provider is to provide a standard of care that is acceptable within higher specialty. Are you capable of performing this function with or without reasonable accommodation?	☐ Yes ☐ No
2. Are you authorized to work as an independent contractor in the United States?	☐ Yes ☐ No
3. Are you currently abusing alcohol, using any illegal drugs, or failing to take legally prescribed drugs in the manner prescribed?	☐ Yes ☒ No
4. Have you abused alcohol, used illegal drugs, or failed to take legally prescribed drugs in the manner prescribed in the past? If yes, what drugs, and how recently have you used these drugs?	☐ Yes ☒ No
PROFESSIONAL LIABILITY	
IF YOU ANSWER YES TO THE FOLLOWING, PROVIDE A FULL EXPLANATION OF EACH CASE ON THE PROVIDED MALPRACTICE CLAIM DATA FORM	
Have any malpractice claims, suits, settlements or arbitration proceedings been made against you or any professional entity in which you are a member? If yes, what is the total number?.....	☐ Yes ☒ No
Total Pending Cases	
Total Dismissed/Settled/Closed With No Payment	
Total Dismissed/Settled/Closed With Payment	
*In addition to the Malpractice Claim Data Form for each case/claim/settlement/proceeding, please include ANY and ALL additional documentation available from third parties for cases closed in or after 1990. Please see the "Information Regarding 3rd Party Documentation for Malpractice Claims" Insert for documentation Staff Care considers acceptable.	
DISCIPLINARY ACTIONS	
IF YOU ANSWER YES TO ANY OF THE FOLLOWING, PROVIDE A FULL EXPLANATION ON A SEPARATE SHEET	
1. Have you ever been convicted of a felony or a misdemeanor other than a minor traffic violation? (A "yes" answer will not automatically disqualify you from consideration for placement on Staff Care's Roster.	☐ Yes ☒ No
2. Have you ever been convicted of any violation of a state or federal law relating to controlled substances? (A "yes" answer will not automatically disqualify you from consideration for placement on Staff Care's Roster.	☐ Yes ☒ No
3. Have you ever been denied or surrendered a state or federal controlled substances certificate?	☐ Yes ☒ No
4. Has your license to practice in your profession in any state been reprimanded, sanctioned, placed on probation, curtailed, suspended, revoked, restricted, denied or voluntarily surrendered in order to avoid disciplinary action/investigation by a state board?	☐ Yes ☒ No
5. Have you ever been denied a certificate by, or the privilege of taking an examination before, any state board?	☐ Yes ☒ No
6. Have your staff/clinic privileges at any hospital, health care facility, and/or clinic been denied, revoked, suspended, curtailed, limited, placed under conditions restricting your practice, or voluntarily surrendered in lieu of investigation?	☐ Yes ☒ No
7. Have you ever resigned from a position in lieu of an investigation, or have you ever been terminated from employment?	☐ Yes ☒ No
8. Have you ever been disciplined by any state board for unethical conduct?	☐ Yes ☒ No
9. Have you ever been denied provider participation in any state or federal Medicare/Medicaid program?	☐ Yes ☒ No
10. Have you ever been terminated, sanctioned, penalized by or had to repay money to any state or federal Medicare/Medicaid program?	☐ Yes ☒ No
11. Have you ever been the subject of any investigative or disciplinary proceedings or reprimanded by a governmental or administrative agency?	☐ Yes ☒ No
12. Have you ever been convicted of a violation of any federal or state narcotic law? (A "yes" answer will not automatically disqualify you from consideration for placement on Staff Care's Roster.	☐ Yes ☒ No
13. Have you ever been disciplined by a hospital staff or an internship, residency, fellowship or other professional educational program?	☐ Yes ☒ No
14. Is there any other issue which should be disclosed that may have an adverse impact on your ability to deliver effective Locum Tenens provider services?	☐ Yes ☒ No
MILITARY SERVICE	
Military Service: On a separate sheet of paper please explain the circumstances of any less than honorable discharge received. A less than honorable discharge will not be an automatic barrier to placement on Staff Care, Inc.'s Roster of Eligible Providers.	
Did you serve in the military? ☐ Yes ☒ No	Branch _____ Date of Service _____
CONSENT	
I hereby affirm and acknowledge that the information provided by me on this application and the attachments is true, complete and correct, and that Staff Care will rely on the truthfulness of my statements in evaluating my potential to be placed with Staff Care's clients as a Locum Tenens provider. I hereby release Staff Care, its staff, representatives and agents from liability for their acts performed in good faith and without malice in connection with evaluating my application, credentials and qualifications. I further release from liability physicians, hospitals and other references for the good faith release of information regarding my professional capabilities and performance. I acknowledge that the decision to place me on the roster of eligible providers for placement as a Locum Tenens provider is solely at the discretion of Staff Care. I further acknowledge that I will not enter into an arrangement to provide temporary or permanent provider services with any individual, group or institution to whom I am referred by Staff Care, except through Staff Care, or with Staff Care's consent for a period of two years.	
By providing your name, signature, and phone numbers you are consenting to receive phone calls from The MHA Group and its affiliates regarding our services.	
X <u>Deedee Smith</u> Provider's Signature	X <u>11 October 07</u> Date

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RELEASE AND AUTHORIZATION

Staff Care

The Leader in Locum Tenens Staffing

(Please read carefully)

By my signature below, I authorize Staff Care, Inc., ("Staff Care") to confirm information contained on any document that I provide to Staff Care, including my curriculum vitae, and to conduct background and reference checks on me regarding any information related to possible placement as a locum tenens provider. This includes information on my education, licensing, work history, Medicare/Medicaid sanctions, malpractice claims and insurance eligibility. Staff Care may gather the information from various sources including, but not limited to, consumer reporting agencies, hospitals, medical institutions or organizations, personal references, physicians, employers (past and present), business and professional associates (past and present), governmental agencies and instrumentalities (local, state, federal, or foreign), university transcript offices, medical schools, the Office of Inspector General and the Federation of State Medical Boards.

I consent to Staff Care sharing this information with Staff Care clients and affiliates, government or other licensing entities; or professional liability insurers. I understand that, upon my request, Staff Care will disclose to me the nature and substance of the information in accordance with federal law. A request for disclosure of information must be made in writing and directed to my Recruiting Consultant.

I authorize the above-named entities and individuals to release to state licensing boards, hospitals, and Staff Care any information (written or oral), including medical information, files or records about me in their possession required for evaluation of my qualifications for placement as a locum tenens provider. I hereby release the above-named individuals and entities, including Staff Care and its agents, from liability or damages that may result from the release of information described above.

I make this release for the purpose of allowing Staff Care to assist in my request for a license to practice in my profession and to assist in my efforts to work as a locum tenens provider for Staff Care's clients.

11 October 07
DATE

Deedee Shatto
PLEASE PRINT NAME CLEARLY

Deedee Shatto
SIGNATURE

MILDRED "DEEDEE" H. SHATTO
RN, APRN, CRNA

LAKE WYLIE, SC 29710
(803) 631-5711

PROFILE

Offer extensive hands on and administrative experience covering over 20+ years. Experienced with all general anesthetics, MAC, Bier blocks (upper extremity) and IV therapies. Comfortable in both autonomous and team situations.

EXPERIENCE

PMAA (Pain Management and Anesthesia), Charlotte, NC
(6/01-7/07)

Staff CRNA

- Administered general anesthesia to all age patients in a surgical setting.
- Monitored patients who had received spinal, epidural or extremity block for their procedures
- Administered sedation during many podiatry cases and for ophthalmology cases
- Case types included ophthalmologic, orthopedic, gynecologic, ENT, podiatric and general surgery.
- ASA classifications ranged from I to IV.
- Utilized Hewlett Packard and Ohmeda equipment with Diprivan, Sevoflurane, Desflurane and Fentanyl as our main anesthetic agents/medications.
- Standard monitoring included non-invasive B/P, EKG, pulse and respiratory rates and temperature.
- Assumed secretarial responsibilities within the Department, which included but was not limited to:
 - Handling daily departmental paperwork and submission of billing information
 - Created, stocked and maintained storage area for consolidation of departmental supplies.
 - Created, assembled and implemented a departmental Policy and Procedure manual.
 - Selected by co-workers to print, provide, post and distribute the monthly work schedule.

Mildred "DeeDee" H. Shatto

Lake Wylie, SC 29710-9108

Risk Management

Date

10-25-07

Reviewed By

Red

Locums Positions

- Laurinburg, NC - supplemental staff position CRNA
- Louisburg, NC - supplemental staff position CRNA

GASTON ANESTHESIA ASSOCIATES, Gastonia, NC (8/01-12/01)

Staff CRNA

- Administered general anesthesia to all age patients in a surgical setting
- Monitored patients who had received spinal, epidural or extremity block for their procedure, including c-section patients
- Performed Bier blocks on patients for upper extremity block
- During surgical procedures the monitors utilized included non-invasive blood pressure, pulse, respirations, pulse oximetry, CO2 monitoring, ECG, temperature and, in major cases, invasive blood pressure, arterial blood gas sampling, central venous pressure and bispectral index monitoring of level of consciousness.
- Utilized Hewlett Packard monitoring and several models of Ohmeda gas machines.
- Case types included urologic, gynecologic, ophthalmologic, ENT, restorative dental, orthopedic, vascular and general surgery.
- ASA classifications ranged from I to IV as well as emergency procedures ranging from 'stat' to major trauma.
- Immediate pre-op evaluation and sedation was the CRNA responsibility.
- Pre-operative IV therapy and arterial line placement responsibilities were shared with the supervising MDA.

CLEVELAND REGIONAL MEDICAL CENTER, Shelby, NC (1/01-4/01)

Staff CRNA

- Administered general anesthesia to all age patients in a surgical setting.
- Monitored patients who had been given spinal, epidural or extremity block for their procedure, including c-section patients.
- During surgical procedures the monitors used included non-invasive blood pressure, pulse, respirations, pulse oximetry, CO2 monitoring, ECG, temperature and, in major cases, invasive blood pressure, arterial blood gas sampling and central venous pressure monitoring.
- Utilized Datex equipment and Ohmeda gas machines.
- Cases came from orthopedic, urologic, gynecologic, ENT, restorative dental, vascular and thoracic specialties as well as general surgery. ASA classifications ranged from I to IV as

Mildred "DeeDee" H. Shatto
Lake Wylie, SC 29710-9108

Risk Management

Date 10-25-07

Reviewed By RMD 424

well as emergency procedures ranging from 'stat' c-sections to major trauma.

- Immediate pre-operative assessment as well as post-operative evaluation was also a CRNA responsibility.
- Limited use of IV therapy training due to the presence of an IV nurse in the pre-op holding area.
- Call was taken from home with a 30-minute response time allowed.

RADIANT RESEARCH, Honolulu, m (12/99-12/00)

Staff Research RN

- Observe and monitor subjects during pharmaceutical trials.
- Diagnose and treat any/all reactions up to and including cardiac arrest.
- IV therapy and body fluid collections as included in study.
- Strict adherence to details, documentation, observance of subjects.
- Experienced with Microsoft Office, Windows 95 and 98, Excel and PowerPoint.

KWAJALEIN HOSPITAL, Marshall Islands (7/99-9/99)

Staff RN (Contract Assignment)

- Responsible for direct patient care to all age groups in a multicultural setting.
- Provide coverage to facilities during staffing shortages.
- Ability to adapt to different cultural beliefs, facilities, situations and standards required.

**KAPIOLANI MEDICAL CENTER FOR WOMEN & CHILDREN, Honolulu, HI
(5/89-1/99)**

Lead (Chief) CRNA

- All duties considered required for CRNA: Administration of general and MAC anesthetics; assessment and evaluation of pre-operative patients; pain relief services to laboring mothers; setup and maintenance of epidural pumps; maintain comfort levels of mother during labor; house wide IV services and response to Code Blue situations, adult and pediatric.
- As Chief CRNA (1996-1999) - responsible for all department administration, in-services, supplies, equipment, staffing and compliance with JCAHO and OSHA standards.
- Converted and updated all department policies/procedures to computer format & developed and implemented new anesthesia records to comply with JCAHO.
- Served as JCAHO readiness panel, chronic pain Management committee, latex-free Environment committee and recruitment committee.
- Scheduled in-services for staff, coordinated scheduling to ensure adequate staff coverage of CRNA & Anesthesia

Mildred "DeeDee" H. Shatto

Lake Wylie, SC 29710-9108

Risk Management

Date 10-25-01

Reviewed By PW

- Assistants, acted as ombudsman between staff and upper management when needed.
- Received numerous letters of commendation from anesthesiologists during assist with patient undergoing post-delivery surgery for lacerations of the liver.

CARLISLE HOSPITAL, Carlisle, PA (4/72-3/89)

Staff CRNA, Clinical Instructor

- Administered general anesthesia, MAC and upper extremity blocks for all patients (except neuro, open heart, or transplants).
- Provided analgesia as needed in delivery rooms.
- Administered general anesthesia to C-Section patients
- Assisted with resuscitation of newborns as needed
- Provided 24 hour in-house call coverage of 250 bed facility: Trauma, intubations (trauma and chronic problems), IV therapy (pediatric to geriatric), respiratory management including ventilatory support, insertion of NG tubes, IV catheters, placing endo/nasotracheal tubes.
- Supervised clinical training of nurse anesthesia students during their three-year course of training.
- Developed and initiated Policy and Procedure for the administration of upper extremity block using the Bier block technique.
- Active participant in monthly in-services for staff that included teaching of new drugs and therapeutics and the yearly review and renewal of BCLS credentials.
- BCLS instructor for classes held for employees throughout the hospital.

CARLISLE HOSPITAL, Carlisle, PA (11/65-4/72)

Charge Nurse - PACU

- Provided pain relief, systemic support, and airway support and close observation of patients emerging from anesthesia
- Detailed documentation of neurologic, cardiac, and respiratory functions.
- IV support therapy as needed.
- Administration of IV/IM medications as ordered by Chief Anesthesiologist.
- Transported post-operative patients to appropriate nursing unit; report to primary care giver of patient's surgery and post-operative course.
- Co-wrote the procedure for initiating IV therapy house wide and participated in training RN staff in proper IV therapies.
- Maintained department records, ordered weekly supplies and assisted in the unit cleaning and sterilizing recyclable PACU items after all patients had been discharged from area.

Mildred "DeeDee" H. Shatto
Lake Wylle, SC 29710-9108

Risk Management
Date 10-25-07
Reviewed By [Signature]
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CARLISLE HOSPITAL, Carlisle, PA (1/64-4/65)

Head Nurse - Women's Med/Surg Unit

- Administrative and patient care duties for 24 bed med/surgical unit: including direction and supervision of LPN's, Aides and nursing students
- Administered patient medications;
- Accompanied doctors on rounds
- Executed all required documentation.
- Ensured adequate staffing per patient load
- Ordered supplies and pharmaceuticals for unit
- Provided assistance as needed to staff and patients.
- Transferred to Recovery Room (PACU) in 1965.

PENNSYLVANIA HOSPITAL, Philadelphia, PA (10/63-12/63)

Staff RN

- Performed all duties of staff RN.
- Responsible for patients on three adjoining units during Evening and night shifts as the sole RN.
- Supervised one LPN and one Aide.
- Responsible for all treatments, medications and chart documentation.

EDUCATION

- Diploma, Carlisle Hospital School of Anesthesia, Carlisle, PA (1974)
- Diploma, Pennsylvania Hospital School of Nursing, Philadelphia, PA (1963)
- Continuing education to maintain AANA Re-certification

AFFILIATIONS

- American Association of Nurse Anesthetists (1974-present)
- Hawaii Association of Nurse Anesthetists (6/89-2001)
- North Carolina Association of Nurse Anesthetists (1/2001-present)
- South Carolina Association of Nurse Anesthetists (1/2001-present)

LICENSES & CERTIFICATIONS

- CRNA - 1974-present
- APRN - 1974-present
- ACLS - 1990-6/2001
- BCLS - 1965-7/2007
- BCLS Instructor- 1974
- Pennsylvania RN license - 1964-1989
- Hawaii RN license - 1989-2003
- North Carolina RN license-2001-present
- South Carolina RN license -2001-present
- South Carolina CRNA license -2001-present

Additional Information and References Provided Upon Request

Mildred "DeeDee" H. Shatto

Lake Wylie, SC 29710-9108

Risk Management

Date 10-25-07

Reviewed By Red

Staff Care[®]

The Leader in Locum Tenens Staffing

October 24, 2007

MILDRED SHATTO

LAKE WYLIE, SC 29710

Dear MILDRED SHATTO:

This confirmation letter confirms your verbal agreement to provide locum tenens coverage for MC LEOD REGIONAL MEDICAL CENTER - FLORENCE, SC for 11/5/2007 - 2/1/2008 as an independent contractor under the terms of your Provider Services Agreement and as provided herein. The assignment set forth herein and payment for services rendered are contingent upon your completing the Staff Care Quality Assurance process, approval of malpractice coverage and completion of MCLEOD PHYSICIAN ASSOCIATES's credentialing process. Please note, to ensure proper reporting enrollment under State Patient Compensation Fund rules and regulations, Staff Care must be notified 24 hours prior to your providing services on any dates not noted above.

SARAH NOWELL, SCI Logistics Coordinator, will be assisting with your travel and lodging arrangements. A welcome packet, which will include your travel and lodging details, as well as the forms you will need while on assignment, will be sent to you. Under no circumstances is Staff Care liable to reimburse travel expenses that are not arranged through Staff Care or approved by Client. Personal expenses such as long distance phone calls, meals, gasoline, entertainment, laundry, etc. will be your responsibility. Please feel free to contact SARAH NOWELL, Logistics Coordinator, at 800-685-2272 if you have any special preferences or questions regarding your travel and lodging.

If hospital privileges are required, we ask that they be completed in a timely manner to ensure adequate time to be processed with the respective facilities. Please feel free to contact your Account Representative, SARAH EVANS at 800-685-2272 if you have any questions regarding this process.

Staff Care agrees to pay you the following rates for the specific location and period stated above. If Holiday Premium rates are applicable, please refer to the Holiday Call and Professional Services clause in your Provider Services Agreement.

CERTIFIED REG NURSE ANESTHETIST

Daily Rate:	\$0.00/Day
Hourly Rate:	\$95.00/Hour
Premium Rate:	\$105.00/Hour
Weeknight Call:	\$0.00/Night
Weekend Call:	\$0.00/Day, <u>where the Weekend Call rate includes 2 hours of patient contact</u>
Holiday Premium:	\$0.00/Holiday
M&IE per Diem:	\$25.00/Work day

To ensure accurate malpractice coverage, we ask that you completely and legibly fill out the required "PROVIDER INVOICES" and obtain a Client representative's signature on each invoice. Please fax a copy of the Provider Invoice to Staff Care at 972-983-0253 on or before the 1st and 16th of every month.

9HS
INITIALS

1 of 2

5001 Statesman Drive • Irving, TX 75063 • 800.685.2272 • Fax 972.983.0253
View Hundreds of Opportunities at www.staffcare.com

Our records indicate that payments to you should be made payable to MILDRED SHATTO. If this information is not correct, please access the following link (<http://staffcare.com/pdf/SCISupplementalPhysicianApplicationPacket.pdf>) to print a new W-9 Request for Taxpayer Identification Number and Certification Form. Complete the form and fax it to your Recruiter, so this information can be updated. It is your responsibility to verify that your payments are made out to the proper entity. Neither Client nor Staff Care is able to change the payee information once a check has been cashed. If you do not submit a revised W-9 Form, Client and Staff Care will assume this information is correct.

If your assignment is in the State of California and you are not a resident of the State of California, a 7% income tax is required to be withheld from payments to you for services (excluding expense reimbursements) and will be deposited on your behalf with the State of California.

If you are scheduled to provide professional services in the State of Wisconsin, all assignment dates will be reported to the Wisconsin State Patients Compensation Fund. The Fund will send an invoice/exemption form to your home address and it is your sole responsibility to either bind coverage with the Fund by paying the invoice accordingly or claim an exemption. You may view the list of exemption factors by accessing the following link (<http://pci.wi.gov/bcf.htm>) and clicking on Exemptions from Fund Coverage. Failure to comply with the Fund may result in actions being taken against your Wisconsin state medical license. Please contact Rachel Cain in Risk Management if you have any questions regarding the Fund.

Provider acknowledges that during Provider's association with Client, Provider may be brought into contact with Client's confidential methods of operations, pricing policies, marketing strategies, trade secrets, knowledge, techniques, data and other information about Client's operations and business of a confidential nature ("Confidential Information") and that such Confidential Information may have a special and unique value to Client. Therefore, Provider will not in any manner, directly or indirectly, disclose or divulge to any person, or other entity, whatsoever, or use for his/her own benefit or for the benefit of any other person or other entity whatsoever, directly or indirectly in competition with Client, any of such Confidential Information. No damages shall arise from a breach of this section except to the extent Provider has disclosed confidential information that qualifies for legal protection (e.g., in the form of a legal trade secret, protected by HIPAA). Upon the expiration or termination by any party for any reason of this Assignment, Provider shall immediately return to Client any and all such Confidential Information in the possession or control of Provider.

Should you decide to cancel any portion of this assignment, Client and Staff Care require a 30-day written notification. You also must notify Client and your Account Representative, SARAH EVANS, 30 days in advance of taking any unscheduled time off during this assignment. You may be held responsible for the payment of any travel and lodging expenses incurred in relation to this assignment if you fail to give the required notice. These expenses may be deducted from any payment due to you under your Provider Services Agreement.

You agree that the terms set forth herein are confidential and shall not be disclosed to third parties.

If you do not accept or agree with the terms set forth herein, you must notify Staff Care within 48 hours of receipt of this confirmation letter. This confirmation letter is a part of your Provider Services Agreement. By execution of the Declaration attached to this confirmation letter, you acknowledge that you are not an employee of Staff Care and that Staff Care is only acting as a placement agency for Client. Please sign, date and return this letter and the attached Declaration in the enclosed envelope or fax it to 972-983-0253.

Mildred H. Shatto
MILDRED SHATTO (707685)

29 October 07
Date

Sarah Evans
SARAH EVANS
Staff Care, Inc.

10/29/07
Date

MC LEOD REGIONAL MEDICAL CENTER
142191/318454-1-CRMA-1
11/05/2007 - 02/01/2008

2 of 2

Nowell, Sarah

updated lodging

From: Nowell, Sarah
Sent: Tuesday, November 13, 2007 5:16 PM
To: 'alohabear@comporium.net'
Subject: Lodging Information

Attachments: maps.pdf



maps.pdf (149 KB)

You will be staying at the:

Best Western Inn
1808 Lucas St.
Florence, SC 29501
(843) 678-9292

Check In: Nov 14
Check Out: Nov 30
Conf #: 91294

I spoke with a woman at the hotel who thought it would be best for us to make reservations by the week. When you leave for a holiday or weekend check out as usual and back in when you return. They will have a room for you. I will continue to extend your reservation every couple of weeks to ensure that you have one but you may check in and out as needed.

Staff Care[®]

The Leader in Locum Tenens Staffing

November 13, 2007

MILDRED SHATTO, CRNA

LAKE WYLIE, SC 29710

Dear MILDRED SHATTO:

Please find the information you will need for your assignment at MC LEOD REGIONAL MEDICAL CENTER - FLORENCE, SC during 11/14/2007 - 2/01/2008. I have also included required forms that you will utilize while on assignment for Staff Care, Inc. Make copies of these documents as needed and forward each to my attention by fax when necessary.

PROVIDER INVOICE:

For accurate malpractice documentation, your Provider Invoice MUST be:

- a. Complete
- b. Signed by you
- c. Signed by a Client Representative
(I cannot present your Provider Invoice for payment without this signature)
- d. Surgery and/or ER hours clearly documented (if applicable)

PLEASE NOTE:

The Remit Payment To address on your Provider Invoice is where your paycheck/paystub will be mailed or FedEx'd. Please ensure that this information is accurate and legible.

Provider Invoices must be received no later than the 1st and 16th of every month to ensure that you will be paid on the scheduled check run. Please fax your Provider Invoice to 972-983-0253. Provider Invoices received after the due date will incur an additional 2 week delay in payment.

For this assignment, you will need to fax 7 Provider Invoices. Please see the following schedule:

#	Days Worked During	Provider Invoice Due to Staff Care via Fax	Pay Period	Pay Check/Stub Mailed to You
1.	November 1-15, 2007	On or before Friday, November 16 th	November 1-15	November 30, 2007
2.	November 16-30, 2007	On or before Saturday, December 1 st	November 16-30	December 17, 2007
3.	December 1-15, 2007	On or before Sunday, December 16 th	December 1-15	December 31, 2007
4.	December 16-31, 2007	On or before Tuesday, January 1 st	December 16-31	January 15, 2008
5.	January 1-15, 2008	On or before Wednesday, January 16 th	January 1-15	January 31, 2008
6.	January 16-31, 2008	On or before Friday, February 1 st	January 16-31	February 15, 2008
7.	February 1-15, 2008	On or before Saturday, February 16 th	February 1-15	February 29, 2008

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EXPENSE REPAYMENT:

Expense Repayment Forms should be utilized only when approved expenses occur. These are also due on or before the 1st and 16th of every month. Please fax your Expense Repayment Forms to 972-983-0253.

All expenses, other than mileage, must be submitted with receipts within fifteen days of the occurrence of the expense, or within fifteen days of assignment completion; whichever comes first. Staff Care must approve all expense repayments and under no circumstances is Staff Care liable to reimburse any expense that the Client refuses to pay. See "EXPENSE REPAYMENT POLICY" for a list of approved expenses.

PRECAUTIONARY NOTICE FORM:

This form should be used to report any unanticipated patient outcome that could lead to a malpractice suit. It is imperative that the form be completed upon the following:

- Untimely Death
- Paralysis, paraplegia, quadriplegia, spinal cord injury, nerve injury, or neurological defect
- Brain damage
- Total or partial loss of a limb
- Loss of or impairment of sensory organ or reproductive organ
- Substantial disability or disfigurement

Please contact Rachel Cain, Risk Manager or Kim Anderson, Executive Director of Risk Management, should you need to use this form.

CAR RENTAL:

Enclosed is your National Car Rental itinerary. Present this itinerary to the rental car agent. **DO NOT PRESENT YOUR CREDIT CARD.** The rental car agent should use this itinerary to pull up Staff Care's direct bill account.

- (1) **DO NOT ASK FOR INSURANCE** - LDW (Covers damage to the rental vehicle) & Liability (Covers passengers and third party property) is included. Any other coverage is optional and at your expense.
- (2) **SIGN AN EXTENDED AGREEMENT** - this is necessary if your assignment causes you to need the rental car longer than 30 days and enables you to simply call in your mileage every 30 days instead of taking your car in.
- (3) **UPGRADES** - If you choose to upgrade to a different vehicle where the rate is more than the vehicle reserved, any cost difference as a result of the change will be your responsibility.
- (4) **ADDITIONAL DRIVERS** - If you require additional drivers, they may be added at the counter. Applicable charges will be your responsibility and will be deducted from your paycheck.
- (5) **FUEL RESPONSIBILITY** - It is your responsibility to return the rental vehicle with a full tank of gas. Any additional fuel charges will be your responsibility and will be deducted from your paycheck.
- (6) We do not authorize any change in this reservation without notification and approval by Staff Care, Inc.
- (7) See attached "RENTAL CAR AGREEMENT" for further details.

HOTEL LODGING:

Courtyard Florence
2680 Hospitality Blvd
Florence, South Carolina 29501
(843) 662-7066

Check In: Nov 14, 2007
Check Out: Jan 31, 2007
Confirmation #: 87653050

Important Notice:

We have guaranteed your room for late arrival. If you are unable to check in to the lodging facility on the "Check In" date noted above and you are unable to reach a member of SCI to cancel your reservation at (Pager#) 888-263-5417, please call the hotel directly and cancel or re-book your reservation (if needed). Failure to cancel your reservation may result in a No-Show Fee. If we are unable to have this fee waived, it will be deducted from your future pay.

You are responsible for checking out at the front desk prior to leaving the hotel. If any additional fees are incurred because you did not checkout and we are unable to have the fees waived, it will be deducted from your future pay.

Staff Care, Inc. will pay for room rental, plus tax only. Staff Care, Inc. will not be responsible for any incidentals. We do not authorize any change in this reservation without notification and approval by Staff Care, Inc.

FACILITY AND CONTACT:

MC LEOD REGIONAL MEDICAL CENTER

901 E. CHEVES STREET #290

FLORENCE, SC 29501

Phone: (843) 777-2000

Your contact is Keith Torgerson at (843) 245-7256.

Your assignment shifts are Monday - Friday; 9:00 AM - 5:00 PM with no call and minimal overtime.

Contact Keith Torgerson for first day instructions.

AFTER HOURS INFORMATION:

If you need assistance after regular business hours please utilize the following:

EMERGENCY AFTER HOURS AIR TRAVEL, RENTAL CAR OR LODGING SERVICE:

IF YOU HAVE QUESTIONS OR NEED EMERGENCY ASSISTANCE, YOU MAY CONTACT A MEMBER OF STAFF CARE'S ACCOUNT MANAGEMENT TEAM AT (Pager#) 888-263-5417.

Thank you for your attention to these matters. If you have any questions, please call me at (800) 685-2272.

Sincerely,

Sarah Nowell

SARAH NOWELL
Logistics Coordinator

APR 29 2008 5

04088320 ✓
in note

APR 29 2008 5

PHYSICIAN SIGNATURE:

Page 1 of 1

PAYER'S name, street address, city, state, ZIP code, and telephone no.		CORRECTED (if checked)		OMB No. 1545-0115		Miscellaneous Income
STAFF CARE, INC 5001 STATESMAN DRIVE IRVING, TX 75063 469-524-1400		1 Rents		2007		
PAYER'S Federal Identification number 75-2404573		2 Royalties				
RECIPIENT'S name, street address (including apt. no.), city, state, and ZIP code		3 Other Income		4 Federal income tax withheld		Copy B For Recipient This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this income is taxable and the IRS determines that it has not been reported.
MIL DRED H SHATTO LAKE WYLIE, SC 29710-9108		5 Fishing boat proceeds		6 Medical and health care payments		
		7 Nonemployee compensation \$13,916.25		8 Substitute payments in lieu of dividends or interest		
		9 Payer made direct sales of \$5,000 or more of consumer products to a buyer (recipient) for resale ☐		10 Crop insurance proceeds		
		11		12		
Account number (optional) 707685-35194		13 Excess golden parachute payments		14 Gross proceeds paid to an attorney		
15A Section 409A deferrals		15B Section 409A income		16 State tax withheld		17 State/Payer's state no. /
						18 State income

Form 1099-MISC

(keep for your records)

Department of the Treasury - Internal Revenue Service

PAYER'S name, street address, city, state, ZIP code, and telephone no.		CORRECTED (if checked)		OMB No. 1545-0115		Miscellaneous Income
STAFF CARE, INC 5001 STATESMAN DRIVE IRVING, TX 75063 469-524-1400		1 Rents		2007		
PAYER'S Federal Identification number 75-2404573		2 Royalties				
RECIPIENT'S name, street address (including apt. no.), city, state, and ZIP code		3 Other Income		4 Federal income tax withheld		Copy 2 To be filed with recipient's state income tax return, when required.
MIL DRED H SHATTO LAKE WYLIE, SC 29710-9108		5 Fishing boat proceeds		6 Medical and health care payments		
		7 Nonemployee compensation \$13,916.25		8 Substitute payments in lieu of dividends or interest		
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						18 State income

Form 1099-MISC

Department of the Treasury - Internal Revenue Service

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"I am currently serving our country on active duty ... as a CRNA. I was most recently deployed to Iraq in support of our troops and coalition forces as well as to the general Iraqi populace ... While deployed, [my recruiter] emailed me in Iraq, and took time out of his schedule to write me ..."
Keith R. Anderson
CRNA

[More testimonials >>](#)

Welcome to Staff Care®

The leader in locum tenens staffing
A Division of AMN Healthcare

Staffing Temporary Physician Assignments Across the USA

Staff Care is the nation's leading locum tenens staffing firm, matching physicians in all specialties and CRNAs on a temporary basis with hospitals, medical groups, occupational medical clinics, individual practitioners, networks, psychiatric facilities, government institutions and managed care entities. Staff Care is renowned for the superior level of service afforded to healthcare providers and medical facilities.

Learn more about our medical staffing company.

Looking for Locum Tenens Assignments?

If you are interested in pursuing temporary physician assignments, look no further. The physician staffing specialists at Staff Care have extensive knowledge of the temporary staffing market industry and will strive to seek out the best locum tenens opportunities for you. Our service team will help to obtain medical licensure in other states and will also arrange malpractice insurance for the duration of your assignment.

Read about becoming a locum tenens physician.

Need Help with Temporary

Opportunity Quick Search

Select Specialty

Please select a specialty

Select State

Please select a state

GO

**Staff Care Publications**

Read our surveys and articles about the latest healthcare staffing trends...

**Country Doctor of the YearSM**

Each year Staff Care recognizes outstanding doctors serving rural communities...

**LicenseStat®**

Learn more about our innovative service designed to expedite licensure for healthcare professionals...

**Watch Our Webcasts**

Watch two complimentary webcasts about the physician shortage and physician recruitment and retention strategies, by nationally noted speaker Kurt Mosley, Vice President

Physician Staffing?

Is your medical facility experiencing a shortage of qualified physicians to fill current staff openings? Don't let your organization continue to forego continuity of care and valuable sources of revenue. Staff Care can provide temporary physician coverage on an interim basis. Our physician staffing experts can find locum tenens providers in your greatest areas of need.

Learn more about our [physician recruitment services](#).

of StaffCare. [Watch the webcasts.](#)

Staff Care helps medical professionals find locum tenens work and assists healthcare organizations with temporary physician recruitment. Learn more about physician jobs available and the staffing solutions we can provide.

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Application

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Provider Applications

If you would like to be considered for a locum tenens physician job opportunity with Staff Care, please complete our application today. Temporary assignments offer you unparalleled flexibility, competitive pay and a refreshing change of pace. In addition to taking on new challenges, you will be making a real difference in the lives of your patients. Once you have applied, a Staff Care representative can help you find your ideal physician job opportunity.

Contact Information:

Staff Care

5001 Statesman Drive
Irving, Texas 75063

Phone: 469.524.1473
Toll Free: 800.685.2272
Fax: 469.524.1477
Email:
info@staffcare.com

Western Region Office
4021 South 700 East
Suite 220
Salt Lake City,
Utah 84107

Phone: 801.264.0260
Toll Free: 800.211.4971
Fax: 801.264.0255

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Tell your associates about
our services.

Submit Staffing Needs

Let us help you find
healthcare staffing solutions.

Online Physician Application

If you are a physician, the quickest and easiest way to apply is by completing our application online. This will send your information to us immediately and speed up the application process.

ONLINE APPLICATION[Physician Supplemental Packet](#)

Download an Application

For non-physicians and those who prefer to fill out an application offline, please download the appropriate form below. Completing an application is the first step towards finding independent contractor projects that meet your personal goals.

Staff Care Applications

- [Physician Application](#)
- [CRNA Application](#)
- [Physician Assistant, Social Worker and Psychologist Application](#)
- [Dentist Application](#)

Please print the appropriate application packet, and return the completed documents via fax at 866.701.2854 or by mail at:

Staff Care
5001 Statesman Drive
Irving, Texas 75063

Testimonials

"I am currently serving our country on active duty ... as a CRNA. I was most recently deployed to Iraq in support of our troops and coalition forces as well as to the general Iraqi populace ... While deployed, [my recruiter] emailed me in Iraq, and took time out of his schedule to write me ..."
Kelth R. Anderson
CRNA

[More Testimonials >>](#)

Request an Application

To have us send an application packet directly to you, please call Staff Care today. You can request an application by calling 800.685.2272, and one of our representatives will assist you. Once you have received and filled out the required documents, please send the complete packet to the mailing address indicated above. Thank you for your interest in Staff Care.

Please fill out an application to apply for a physician job opportunity. Applications for nurses, physician assistants and dentists are also available.

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Facility FAQs
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Facilities

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Temporary Physician Staffing for Facilities

Staff Care provides temporary physician staffing services for hospital systems, group management firms, government institutions, clinics and managed care organizations—even the occasional resort or cruise ship. Our staffing consultants are experts in locum tenens physician staffing and we strive to create the best match between provider and client. Healthcare facilities often use temporary physician staffing during ongoing permanent searches, peak usage periods, to cover vacations or other absences and to assess the demand for a specialty within a community. Staff Care consultants can assist with your facility's strategic staff planning.

Our Physician Staffing Advantages:

- Staff Care matches independent contractor physicians and providers in all specialties. Our five major divisions include Primary Care, Surgery, Anesthesiology, Behavioral Health and Radiology.
- We arrange medical malpractice coverage for all the providers who are matched through Everest National Insurance Company, a company with an A+ rating by AM Best.
- Staff Care exceeds physician recruitment industry standards in qualifying independent physicians and providers through our Quality Assurance Department.
- We have an in-house licensing department that expedites medical licensure for healthcare jobs in all 50 states.
- Staff Care arranges all transportation and housing and our service team members handle necessary paperwork associated with privileging assistance, licensure and malpractice insurance.

At Staff Care, our reputation rests on the proven ability of our consultants to match the highly qualified physicians and mid-level providers you need to precisely fulfill your staffing requirements.

Our physician recruitment and staffing methods require extensive healthcare industry knowledge, strategic forethought and continuous monitoring of relevant economic conditions.

Contact Information:

Staff Care
5001 Statesman Drive
Irving, Texas 75063

Phone: 469.524.1473
Toll Free: 800.685.2272
Fax: 469.524.1477
Email: info@staffcare.com

Western Region Office
4021 South 700 East
Suite 220
Salt Lake City,
Utah 84107

Phone: 801.264.0260
Toll Free: 800.211.4971
Fax: 801.264.0255

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Tell your associates about our services.

Submit Staffing Needs

Let us help you find healthcare staffing solutions.

Testimonials

"I am currently serving our country on active duty ... as a CRNA. I was most recently deployed to Iraq in support of our troops and coalition forces as well as to the general Iraqi populace ... While deployed, [my recruiter] emailed me in Iraq, and took time out of his schedule to write me ..."
Kelth R. Anderson
CRNA

[More testimonials >>](#)

Learn how we can help your organization with physician recruitment. Staff Care is the leader in physician staffing for temporary healthcare jobs.

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CRNA

[More Testimonials >>](#)

Learn About Our Medical Staffing Services

If you are interested in learning more about Staff Care, please don't hesitate to contact us. We are proud of our standing as a leader in the medical staffing industry and our representatives are at your service. Whether you are in physician recruitment or are a healthcare provider, we can answer your questions about locum tenens assignments. At Staff Care, our goal is to match physicians, CRNAs and behavioral health specialists with medical facilities for mutually beneficial temporary arrangements. Qualified healthcare professionals can count on Staff Care to help them locate locum tenens opportunities and provide them with individual support throughout each assignment. Healthcare facilities appreciate the expertise and professionalism of our medical staffing consultants.

Please submit the contact form below with any questions or comments and a representative will reply shortly. Thank you for your interest in Staff Care.

Contact Information:

Staff Care

5001 Statesman Drive
Irving, Texas 75063

Phone: 469.524.1473
Toll Free: 800.685.2272
Fax: 469.524.1477
Email:
info@staffcare.com

Western Region Office
4021 South 700 East
Suite 220
Salt Lake City,
Utah 84107

Phone: 801.264.0260
Toll Free: 800.211.4971
Fax: 801.264.0255

* Required

* First name * Last name Address1 Address2 City * State Zip * Email * Phone number * Primary specialty If "Other," please specify Request type Comments

SEND

To learn more about our physician recruitment and medical staffing services, please contact us today. Staff Care is the leader in locum tenens staffing.

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Providers

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Locum Tenens Provider Overview

Are you interested in taking on a locum tenens assignment? Locum tenens is Latin for "holding the place," and in the healthcare industry this term refers to a physician who is filling in on a temporary basis. There are many reasons why some doctors choose to pursue locum tenens work. Some physicians have just completed their residencies, haven't established a permanent practice and are interested in trying something different before settling down. Other physicians want to experience a variety of facilities and practice settings to see what fits them best. In some cases, locum tenens work may be more profitable than running one's own practice and paying for overhead, staff and medical malpractice insurance. Doctors who are nearing retirement but would like to continue working on a part time basis, appreciate the flexibility afforded by locum tenens work. There are many benefits to becoming a locum tenens independent contractor with Staff Care.

Benefits of Locum Tenens Work

- Work where you want, when you want.
- Try out a location or practice setting.
- Concentrate on patient care.
- Medical malpractice insurance arranged.
- Travel and housing costs are included in the negotiated project fee.
- Expedited state medical licensure.
- Premium rates for additional hours and on call availability.
- Opportunities nationwide.
- No third party payer hassles
- Competitive per diem compensation

Locum tenens work can be challenging, educational and extremely rewarding. Tens of thousands of physicians practice on a locum tenens basis each year. You can find your ideal temporary physician opportunity through Staff Care. Complete our physician application today or contact our medical staffing company for more information.

Contact Information:

Staff Care
 5001 Statesman Drive
 Irving, Texas 75063

Phone: 469.524.1473
 Toll Free: 800.685.2272
 Fax: 469.524.1477
 Email:
info@staffcare.com

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Keith R. Anderson
 CRNA

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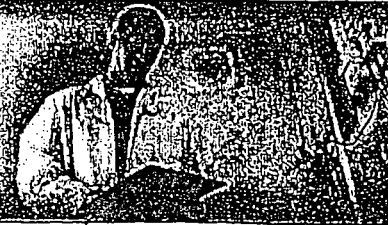
Considering locum tenens work? Learn about the advantages for temporary physicians and midlevel providers. Staff Care is the leader in locum tenens staffing.

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Specialties

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Staff Care Specialty Divisions

Due to the specialized nature of modern medicine, Staff Care has created five divisions to better serve the healthcare market. Each one of these physician staffing divisions is focused on a limited number of related medical practice areas. Our Primary Care Division, for example, focuses on the particular needs of both our clients who require primary care coverage and the independent contractor physicians who provide this coverage. We also have a Government Services Division, which staffs most of the specialties to government healthcare facilities. Learn more about Staff Care's physician staffing divisions by reading the descriptions below. For more detailed information, visit the page of the division of interest.

Primary Care Staffing

Staff Care's Primary Care Division focuses on staffing physicians in the fields of Family Medicine and Internal Medicine. Numerous subspecialties are included in this category. Learn more about the [temporary internal medicine jobs](#) filled by the Primary Care Division.

Surgery Staffing

The Surgery Division concentrates on those physicians in general and specialized surgical areas. Whether you are an orthopedic surgeon searching for a temporary assignment or a healthcare facility looking for locum tenens coverage, we can help. Read more about our approach to [staffing surgery jobs](#).

Anesthesia Staffing

Our Anesthesia Division is focused on staffing anesthesiologists and certified registered nurse anesthetists (CRNA's). Find more information about our [temporary anesthesia jobs](#).

Behavioral Health Staffing

Staff Care's Behavioral Health Division handles psychiatrists, psychiatry physician assistants, psychologists and licensed clinical social workers. Learn more about staffing [jobs in mental health](#).

Radiology Staffing

The Radiology Division is solely concerned with staffing radiologists; however, this field represents a substantial segment of Staff Care's business. Read more about staffing [temporary radiology jobs](#).

Contact Information:

Staff Care

5001 Statesman Drive
Irving, Texas 75063

Phone: 469.524.1473
Toll Free: 800.685.2272
Fax: 469.524.1477
Email:
info@staffcare.com

Western Region Office

4021 South 700 East
Suite 220
Salt Lake City,
Utah 84107

Phone: 801.264.0260
Toll Free: 800.211.4971
Fax: 801.264.0255

Apply Today

Explore your locum tenens
career opportunities

Give Me a Call

A Staff Care representative
will call you shortly.

Send to a Colleague

Tell your associates about
our services.

Submit Staffing Needs

Let us help you find
healthcare staffing solutions.

Testimonials

"I am currently serving our country on active duty ... as a CRNA. I was most recently deployed to Iraq in support of our troops and coalition forces as well as to the general Iraqi populace ... While deployed, [my recruiter] emailed me in Iraq, and took time out of his schedule to write me ..."
Keith R. Anderson
CRNA

[More testimonials >>](#)

Government Healthcare Staffing

Staff Care's Government Services Division works with primary care and subspecialty physicians, surgeons, anesthesiologists and CRNAs, radiologists and behavioral health specialists. Learn more about [healthcare staffing for government facilities](#).

The leader in temporary physician staffing, Staff Care, is divided into five distinct divisions: Primary Care, Surgery, Anesthesia, Behavioral Health and Radiology.

[Home](#) | [About Us](#) | [Specialties](#) | [Providers](#) | [Application](#) | [Facilities](#) | [Contact Us](#)
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Staff Care®**800-685-2272**HOME | [ABOUT US](#) | SPECIALTIES | PROVIDERS | APPLICATION | FACILITIES | CONTACT US

Staff Care Principles
Key Personnel
Publications
Conference Schedule
Country Doctor Award

About Us

[Home](#) >> [About Us](#)

About Staff Care

We are the nation's leader in locum tenens staffing. Staff Care's role is to match qualified independent contractor physicians with healthcare organizations requiring temporary physician services. Locum tenens physicians maintain patient care, referrals and revenue by covering vacancies due to vacation, continuing medical education, staffing shortages, increased census and other causes.

Staff Care matches doctors in all specialties on a temporary basis with a variety of healthcare organizations, including hospitals, medical groups, occupational medical clinics, individual practitioners, networks, psychiatric facilities, government institutions and managed care entities. These interim contracts cover vacancies typically lasting from one week to one year.

Our staffing business is separated into six major physician staffing divisions: primary care, surgical, behavioral health, anesthesiology and radiology and government services. Each physician recruiter at Staff Care concentrates on the specialties that fall within his or her division, creating a higher level of expertise and more in depth networks. If you are a healthcare provider considering locum tenens work, contact us to speak with a physician recruiter right away.

The efficiency of Staff Care's internal departments contributes greatly to our success in serving our clients. Our licensing department ensures timeliness and accuracy in obtaining medical licenses for our locum tenens providers. We also offer LicenseStat, an expedited licensure service that cuts processing time by up to 50 percent. Staff Care typically arranges medical malpractice insurance for the independent contractor physicians and other providers that we match with client facilities. Annually, the research team at Staff Care publishes the *Review of Temporary Healthcare Staffing Trends and Incentives*. Staff Care is also a proud sponsor of the Country Doctor of the Year award.

Contact Information:

Staff Care
5001 Statesman Drive
Irving, Texas 75063

Phone: 469.524.1473
Toll Free: 800.685.2272
Fax: 469.524.1477
Email:
info@staffcare.com

Western Region Office
4021 South 700 East
Suite 220
Salt Lake City,
Utah 84107

Phone: 801.264.0260
Toll Free: 800.211.4971
Fax: 801.264.0255

Apply Today

Explore your locum tenens career opportunities

Give Me a Call

A Staff Care representative will call you shortly.

Send to a Colleague

Tell your associates about our services.

Submit Staffing Needs

Let us help you find healthcare staffing solutions.

Testimonials

"I am currently serving our country on active duty... as a CRNA. I was most recently deployed to Iraq in support of our troops and coalition forces as well as to the general Iraqi populace... While deployed, [my recruiter] emailed me in Iraq, and took time out of his schedule to write me..."
Kelth R. Anderson
CRNA

[More testimonials >>](#)

Read about Staff Care, specializing in the placement of locum tenens doctors. Contact us to speak with a physician recruiter about current job opportunities.

[Home](#) | [About Us](#) | [Specialties](#) | [Providers](#) | [Application](#) | [Facilities](#) | [Contact Us](#)
[Work at Staff Care](#) | [Privacy Policy](#) | [Copyright](#) | [Site Map](#)

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McLeod Health

The Choice for Medical Excellence

P.O. Box 100551, Florence, SC 29501-0551

DATE	CHECK NO.
12/28/07	10156022

DATE	INVOICE NUMBER	PO NUMBER	PO CODE	GROSS	DISCOUNT	NET
11/30/07	430890 LOCUM TENEN CRNA 11/19/2007 TO 11/30/2007 RE: 142151			8,314.00		8,314.00
11/30/07	432462 SERVICE DATES 11/19/2007 TO 11/30/207 RE: 142191			200.00		200.00
TOTAL:				8,514.00		8,514.00

McLeod Health

The Choice for Medical Excellence

P.O. Box 100551, Florence, SC 29501-0551

67-776/532
25090

CHECK NO.
10156022

DATE	CHECK AMOUNT
12/28/07	*****\$8,514.00

Non-Negotiable. This is a Copy. DO NOT CASH. This is a Non-Negotiable Document.

STAFF CARE INC
PO BOX 281923
ATLANTA, GA 30384-1923

NON-NEGOTIABLE

12/19/07
12852

McLeod Health

The Choice for Medical Excellence.

(Admin Use only)

☐ Capital Account Check

Project Number _____

Project Name _____

CHECK REQUEST

Amount \$ 8,514.00

Date 12-19-07

Pay to: (Enter name / current address to appear on check)

STAFF CARE

P.O. BOX 281923

ATLANTA, GA. 30384-1923

Corporation: MCLEOD HEALTH

Department: ANESTHESIA

Cost Center: 17081

Account #: 562500-CONTRACT LABOR

Date Check is Required: 12-26-07

Taxable Income ☐

SS # or EIN _____

Disposition of Check

Return to Requestor ☐

Print Name/Dept

Mail ☒

If mailed

Address same as payor ☐

or Address at Right

Requestor will pick up ☐

Phone #

Enter Address to Mail Check below

SAME AS "PAY TO"

Reason for Request:

LOCUM TENEN AGENCY CRNA: Mildred Shatto

DATES OF SERVICE: 11-19 thru 11-30-07

INVOICE #: 430890 + 432462

Requested by: _____

Approval: _____

Approval: _____

Please Print

Approval Signature

Approval Signature

(Use for additional codes)

Amount

Center

Account

Please attach supporting documentation. Request for reimbursement must be accompanied by receipts.

REMIT TO:

Staff Care Inc.
P.O. Box 281923
Atlanta, GA 30384-1923

Staff Care®

The Leader in Locum Tenens Staffing

Tax I.D. #75-2404573

OVERNIGHT MAILING ADDRESS:

Bank of America Lockbox Services
Lockbox 281923
6000 Feldwood Road
College Park, Georgia 30349

OLD TO: MCLEOD PHYSICIAN ASSOCIATES

705003 555 EAST CHEVES STREET

85 P.O. BOX 100551

FLORENCE, SC 29501

ATTN: KEITH TORGENSEN, DIRECTOR OF ANESTHESIA

INVOICE #: 430890

DATE: 11/30/07

TERMS: NET UPON RECEIPT

DATES OF SERVICE : 11/19/2007 TO : 11/30/2007

DOCTOR NAME : MILDRED (DEE DEE) SHATTO

JOB NUMBER : 318454-1-CRNA-1

SPECIALTY : CRNA

RE : 142191 MC LEOD REGIONAL MEDICAL CENTER

DESCRIPTION				AMOUNT
REGULAR HOURS	64.00	@	124.00	\$7,936.00
PREMIUM HOURS	1.25	@	200.00	\$250.00
ADMIN SVCS.	8.00 Days	@	16.00	\$128.00
ALL				
OR CONTACT INFORMATION				
PHONE (469) 524-1473 • FAX (469) 524-1404				
PLEASE PAY THIS AMOUNT				\$8,314.00

RECEIVED
MIDNIGHT
2007 DEC 18 AM 7:54
ACK
DEPT. ADMIN

MILDRED SHATTO
 IN/OUT PATIENT PROVIDER INVOICE

LAKE WYLIE, SC 29710

 To: STAFF CARE, INC.
 6001 STATESMAN DRIVE
 IRVING, TX 75063
 489-524-1473, 800-685-2272
 Fax: 489-524-1590

 Client: MC LEOD REGIONAL MEDICAL CENTER
 FLORENCE, SC 29501

Specialty: CERTIFIED REG NURSE ANESTHETIST

Invoice Period: Nov 16-30, 2007

 Remit
 Payment LAKE WYLIE, SC 29710
 to:

 Special Instructions: ☐ Send check by FedEx, and deduct the \$15 fee from my check.
☐ Signature required to deliver
☐ Leave without signature

 Provider
 Signature: *M. Shatto*

 Client
 Signature: *S. Evans*

 I have verified the hours documented and by signing this
 provider invoice agrees to the terms of the contract.

 I understand the provider is being paid and we are being billed
 based on this verification.

Day	Month (Jan-Dec)	Reg Hrs	Prn Hrs	Hours after Mid- night	Wk Night Call	Wk End Call	Hdy	Comments	MPE	ASF
	Nov									
	1st	16th								
	2	17								
	3	18								
Mon	4	(19)	8						8	1
Tues	5	(20)	8						8	1
Wed	6	(21)	8						8	1
Thur	7	(22)						THANKSGIVING HOLIDAY		
Fri	8	(23)						" "		
	9	24								
	10	25								
Mon	11	(26)	8	1.25				ORIENTATION / CLINICAL	9.25	1
Tue	12	(27)	8						8	1
Wed	13	(28)	8						8	1
Thur	14	(29)	8						8	1
Fri	15	(30)	8						8	1
		31st								
Total			64	1.25			16		65.25	8

OFFICE USE ONLY		DAYS	HOURS	PREM	WH	WE	HOL	ASF
WS:	142191	C	64	1.25				8
JOB:	318454-1-CRNA-1	P	64	1.25				
PRV:	707685	☒ M ☒ S ☒ RA ☒ DE ☐ NO GT3 AR: <i>12/14/07</i> VP: <i>12/15/07</i> LM: <i>12/15/07</i>						
REG:	85	Malpractice w/BCA Yes/No <i>Yes</i> SA: <i>43107</i> SEQ: <i>1215</i> DATE: <i>12/15</i>						
AR:	Sarah Evans							
LC:	Sarah Nowell							

Please fax completed form on or before the 1st and 16th of each month to fax # 972-983-0253.

 RECEIVED
 DEC 05 2007

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P.O. Box 281923
Atlanta, GA 30384-1923

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Tax I.D. #75-2404573

OVERNIGHT MAILING ADDRESS:
Bank of America Lockbox Services
Lockbox 281923
6000 Feldwood Road
College Park, Georgia 30349

LD TO: MCLEOD PHYSICIAN ASSOCIATES
705003 555 EAST CHEVES STREET
85 P.O. BOX 100551
FLORENCE, SC 29501
ATTN: KEITH TORGENSEN, DIRECTOR OF ANESTHESIA

INVOICE #: 432462

DATE: 11/30/07

TERMS: NET UPON RECEIPT

DATES OF SERVICE : 11/19/2007 TO : 11/30/2007
DOCTOR NAME : MILDRED (DEE DEE) SHATTO

JOB NUMBER : 318454-1-CRNA-1
SPECIALTY : CRNA

RE : 142191 MC LEOD REGIONAL MEDICAL CENTER

DESCRIPTION	AMOUNT
M&IE PER DIEM 8.00 @ 25.00	\$200.00
ALL	
DR CONTACT INFORMATION PHONE (469) 524-1473 • FAX (469) 524-1404	PLEASE PAY THIS AMOUNT \$200.00

RECEIVED
AT 11/30/07
DEC 18 AM 7:54

EXPENSE REPAYMENT FORM

Date: 11/30/07

Provider Name: MILDRED SHATTO

Provider #: 707685

Reg. #: 85 / SARAH EVANS

WS/ Job #: 142191 / 318454-1-CRNA-1

Work Site Name: MC LEOD REGIONAL MEDICAL CENTER - FLORENCE, SC

Send Check To: MILDRED SHATTO
(Name & Address)

MILDRED, LAKE WYLIE, SC 29710

I. MILEAGE (@ 31 Cents/Mile)

Date	From/City	To/City	Miles	Rate	Amount	Bill Client?
						Office Use Only
a)				\$0.31	\$	Y / N
b)				\$0.31	\$	Y / N
c)				\$0.31	\$	Y / N
d)				\$0.31	\$	Y / N
e)				\$0.31	\$	Y / N
Total Miles				Total Amt	\$	

II. LODGING & OTHER EXPENSES (Receipts Required)

Date	City	Vendor	Amount	Bill Client?
				Office Use Only
a)			\$	Y / N
b)			\$	Y / N
c)			\$	Y / N
d)			\$	Y / N
e)			\$	Y / N
Total Amt			\$	

III. PER DIEM

Date(s) Worked	Type / Amount of Per Diem x Day	Total	Bill Client?
			Office Use Only
a) <u>11/19/07 - 11/21/07</u>	<u>MILE per diem @ \$25.00 x 3 days</u>	<u>\$ 200.00</u>	<u>Y</u> / N
b) <u>11/26-30/07</u>		\$	Y / N
c)		\$	Y / N
d)		\$	Y / N
e)		\$	Y / N
Total Amt		\$ <u>200.00</u>	

Client Approval: _____

Date: _____

Total Repayment: \$ _____

Staff Care, Inc. Approval: _____

Date: 12/4/07

Total Repayment: \$ 200.00

SARAH NOWELL

SCI Office Use Only: Approved _____

325

RECEIVED

P.156 PER DIEM

12/5/07
456

MILDRED SHATTO

IN/OUT PATIENT PROVIDER INVOICE

LAKE WYLIE, SC 29710

To: STAFF CARE, INC.
6001 STATESMAN DRIVE
IRVING, TX 75063
489-524-1473, 800-685-2272
Fax: 489-524-1590

Client: MC LEOD REGIONAL MEDICAL CENTER
FLORENCE, SC 29501

Specialty: CERTIFIED REG NURSE ANESTHETIST

Invoice Period: Nov 16-30, 2007

Remit
Payment to: LAKE WYLIE, SC 29710

Special Instructions: ☐ Send check by FedEx, and deduct the \$15 fee from my check.
☐ Signature required to deliver
☐ Leave without signature

Provider
Signature:

M. Shatto

Client
Signature:

S. Fleming CRNA

I have verified the hours documented and by signing this provider invoice agree to the terms of the contract.

I understand the provider is being paid and we are being billed based on this verification.

Day	Month (Jan-Dec)	Reg Hrs	Prem Hrs	Hours after Mid- night	Wk Night Call	Wk End Call	Hdy	Comments	MPE	ASF
	Nov									
	1st	16th								
	2	17								
	3	18								
Mon	4	(19)	8						8	1
Tues	5	(20)	8						8	1
Wed	6	(21)	8						8	1
Thur	7	(22)								
Fri	8	(23)						THANKSGIVING HOLIDAY		
	9	24						" "		
	10	25								
Mon	11	(26)	8	1.25				OPERATION / CLINICAL	9.25	1
Tue	12	(27)	8						8	1
Wed	13	(28)	8						8	1
Thur	14	(29)	8						8	1
Fri	15	(30)	8						8	1
		31st								
Total			104	1.25					65.25	10

OFFICE USE ONLY			DAYS	HOURS	PREM	WH	WE	HOL	ASF
WS:	142191	C	—	64	1.25	—	—	—	10
JOB:	318454-1-CRNA-1	P	—	64	1.25	—	—	—	
PRV:	707885	☒ M ☒ S ☒ RA ☐ D ☐ E ☐ NO GT'S			Malpractice w/BC/Yes/No ☒ No				
REG:	85	AR <i>SC 12/4/07</i>			SA				
AR:	Sarah Evans	VP <i>SC 12/5/07</i>			SEQ				
LC:	Sarah Nowell	LM			DATE				

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McLeod Health

The Choice for Medical Excellence

P.O. Box 100551, Florence, SC 29501-0551

DATE
01/18/08

CHECK NO.
10158158

DATE	INVOICE NUMBER	PO NUMBER	PO CODE	GROSS	DISCOUNT	NET
12/20/07	434112 JOB# 318454-1-CRNA-1			250.00	✓	250.00
12/20/07	434113 JOB# 318454-1-CRNA-1			10,280.00	✓	10,280.00
TOTAL				10,530.00		10,530.00

McLeod Health

The Choice for Medical Excellence

P.O. Box 100551, Florence, SC 29501-0551

67-776/532
25090

CHECK NO.
10158158

DATE
01/18/08

CHECK AMOUNT
*****\$10,530.00

Non-Negotiable. This is a Copy. DO NOT CASH. This is a Non-Negotiable Document.

STAFF CARE INC
PO BOX 281923
ATLANTA, GA 30384-1923

NON-NEGOTIABLE

352
1/8/08
McLeod Health

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(Admin Use only)

JAN 14 2008

☐ Capital Account Check

Project Number _____

Project Name _____

CHECK REQUEST

Amount

\$10,530.00

Date

1-7-08

Pay to: (Enter name / current address to appear on check)

STAFF CARE

P.O. BOX 281923

ATLANTA, GA. 30384-1923

Corporation: MCLEOD HEALTH

Department: ANESTHESIA

Cost Center: 17081

Account #: 562500-CONTRACT LABOR

Date Check is Required: 1-10-2008

RECEIVED
MFM/C
JAN 15 PM 2:56
Taxable Income ☐

SS # or EIN _____

Disposition of Check

Return to Requestor ☐

Print Name/Dept _____

Mail ☒

If mailed

Address same as payor ☐

or Address at Right

Requestor will pick up ☐

Phone # _____

RECEIVED
MFM/C
JAN - 8 PM 4:06
Enter Address to Mail Check below

SAME AS "PAY TO"

Reason for Request:

LOCUM TENEN AGENCY CRNA: Mildred Shatto

DATES OF SERVICE: DEC. 3 thru DEC. 14, 2007

INVOICE #: 434112, 434113

Requested by: _____

Approval: _____

Approval: _____

Please Print

Approval Signature

Approval Signature

(Use for additional codes)

Amount

Center

Account

Please attach supporting documentation. Request for reimbursement must be accompanied by receipts.

REMIT TO:

Staff Care Inc.
P.O. Box 281923
Atlanta, GA 30384-1923

Staff Care®

The Leader in Locum Tenens Staffing

Tax I.D. #75-2404573

OVERNIGHT MAILING ADDRESS:

Bank of America Lockbox Services
Lockbox 281923
6000 Feldwood Road
College Park, Georgia 30349

BOLD TO: MCLEOD PHYSICIAN ASSOCIATES
705003 555 EAST CHEVES STREET
85 P.O. BOX 100551
FLORENCE, SC 29501

ATTN: KEITH TORGENSEN, DIRECTOR OF ANESTHESIA

DATES OF SERVICE : 12/3/2007 TO : 12/14/2007
DOCTOR NAME : MILDRED (DEE DEE) SHATTO

RE : 142191 MC LEOD REGIONAL MEDICAL CENTER

INVOICE #: 434112

DATE: 12/20/07

TERMS: NET UPON RECEIPT

JOB NUMBER : 318454-1-CRNA-1
SPECIALTY : CRNA

DESCRIPTION

AMOUNT

M&IE PER DIEM

10.00

@

25.00

\$250.00

ALL

RECEIVED
MAY 10
2008
12/20/07

CONTACT INFORMATION

PHONE (469) 524-1473 • FAX (469) 524-1404

PLEASE PAY THIS AMOUNT

\$250.00

EXPENSE REPAYMENT FORM

Date: 12/15/07

Provider Name: MILDRED SHATTO

Provider #: 707685

Reg. #: 85 / SARAH EVANS

WS/ Job #: 142191 / 318454-1-CRNA-1

Work Site Name: MC LEOD REGIONAL MEDICAL CENTER - FLORENCE, SC

Send Check To: MILDRED SHATTO, 1
(Name & Address)

MILDRED, LAKE WYLIE, SC 29710

I. MILEAGE (@ 31 Cents/Mile)

Date	From/City	To/City	Miles	Rate	Amount	Bill Client?
						Office Use Only
a)				\$0.31	\$	Y/N
b)				\$0.31	\$	Y/N
c)				\$0.31	\$	Y/N
d)				\$0.31	\$	Y/N
e)				\$0.31	\$	Y/N
			Total Miles	Total Amt	\$	

II. LODGING & OTHER EXPENSES (Receipts Required)

Date	City	Vendor	Amount	Bill Client?
				Office Use Only
a)			\$	Y/N
b)			\$	Y/N
c)			\$	Y/N
d)			\$	Y/N
e)			\$	Y/N
			Total Amt	\$

III. PER DIEM

Date(s) Worked	Type / Amount of Per Diem x Day	Total	Bill Client?
			Office Use Only
a) 12/13-14/07	M&IE per Diem @ \$25.00 x 10 work days	\$ 250.00	Y/N
b)		\$	Y/N
c)		\$	Y/N
d)		\$	Y/N
e)		\$	Y/N
		Total Amt	\$ 250.00

Client Approval: _____

Date: _____

Total Repayment: \$ 250.00

Staff Care, Inc. Approval: _____

Date: 12/19/07

Total Repayment: \$ 250.00

SARAH NOWELL

SCI Office Use Only: Approved

MILDRED SHATTO**IN/OUT PATIENT PROVIDER INVOICE**

LAKE WYLIE, SC 29710

To: STAFF CARE, INC.
5001 STATESMAN DRIVE
IRVING, TX 75063
489-524-1473, 800-685-2272
Fax: 489-524-1590

Client: MCLEOD REGIONAL MEDICAL CENTER
FLORENCE, SC 29501

Specialty: CERTIFIED REG NURSE ANESTHETIST

Invoice Period: DEC 1-15, 2007

Remit
Payment to: LAKE WYLIE, SC 29710

Special
Instructions:

- ☐ Send check by FedEx, and deduct the \$15 fee from my check.
☐ Signature required to deliver
☐ Leave without signature

Provider
Signature:

Client
Signature:

I have verified the hours documented and by signing this provider invoice agree to the terms of the contract.

I understand the provider is being paid and we are being billed based on this verification.

Day	Month (Jan-Dec)	Reg Hrs	Prem Hrs	Hours after Mid- night	Wk Night Call	Wk End Call	Holy	Comments	MPE	ASF
	Dec									
	1st	16th								
	2	17								
Mon	(3)	18	8						8	1
Tue	(4)	19	8						8	1
Wed	(5)	20	8						8	1
Thur	(6)	21	8						8	1
Fri	(7)	22	8						8	1
	8	23								
	9	24								
Mon	(10)	25	8						8	1
Tue	(11)	26	8						8	1
Wed	(12)	27	8						8	1
Thur	(13)	28	8	1.0				long case	9	1
Fri	(14)	29	8						8	1
	15	30								
		31st								
Total			80	1.0					41	10

OFFICE USE ONLY		DAYS	HOURS	PREM	WN	WE	HOL	ASF
WS:	142191	C	80	1	1	1	1	10
JOB:	318454-1-CRNA-1	P	80	1	1	1	1	
PRV:	707885	☒ M ☒ S ☒ RA ☒ DO ☐ E ☐ NO OTS Malpractice w/SC: Yes/No						
REG:	B5	AR: 12/18/07						
AR:	Sarah Evans	VP: AA-12/18/07 SEQ						
LC:	Sarah Nowell	LM DATE						

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REMIT TO:
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P.O. Box 281923
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Lockbox 281923
6000 Feldwood Road
College Park, Georgia 30349

LD TO: MCLEOD PHYSICIAN ASSOCIATES
705003 555 EAST CHEVES STREET
85 P.O. BOX 100551
FLORENCE, SC 29501
ATTN: KEITH TORGENSEN, DIRECTOR OF ANESTHESIA

INVOICE #: 434113

DATE: 12/20/07

TERMS: NET UPON RECEIPT

DATES OF SERVICE : 12/3/2007 TO : 12/14/2007
DOCTOR NAME : MILDRED (DEE DEE) SHATTO

JOB NUMBER : 318454-1-CRNA-1
SPECIALTY : CRNA

RE : 142191 MC LEOD REGIONAL MEDICAL CENTER

DESCRIPTION				AMOUNT
REGULAR HOURS	80.00	@	124.00	\$9,920.00
PREMIUM HOURS	1.00	@	200.00	\$200.00
ADMIN SVCS.	10.00 Days	@	16.00	\$160.00
ALL				
PLEASE PAY THIS AMOUNT				\$10,280.00

OR CONTACT INFORMATION
PHONE (469) 524-1473 • FAX (469) 524-1404

MILDRED SHATTO**IN/OUT PATIENT PROVIDER INVOICE**

LAKE WYLIE, SC 29710

To: STAFF CARE, INC.
5001 STATESMAN DRIVE
IRVING, TX 75063
489-524-1473, 800-685-2272
Fax: 489-524-1590

Client: MC LEOD REGIONAL MEDICAL CENTER
FLORENCE, SC 29501 ✓

Specialty: CERTIFIED REG NURSE ANESTHETIST

Invoice Period: DEC 1-15, 2007 ✓

Remit
Payment to: LAKE WYLIE, SC 29710 ✓

Special Instructions: ☐ Send check by FedEx, and deduct the \$15 fee from my check.
☐ Signature required to deliver
☐ Leave without signature

Provider
Signature: *[Signature]*

Client
Signature: *[Signature]*

I have reviewed the hours documented and agree that this provider invoice agrees to the terms of the contract.

I understand the provider is being paid and we are being billed based on this verification.

Day	Month (Jan-Dec)	Reg Hrs	Prem Hrs	Hours after Mid- night	Wk Night Call	Wk End Call	Hidy	Comments	WPE	ASF
	1st 16th									
	2 17									
Mon	(3) 18	8							8	1
Tue	(4) 19	8							8	1
Wed	(5) 20	8							8	1
Thur	(6) 21	8							8	1
Fri	(7) 22	8							8	1
	8 23									
	9 24									
Mon	(10) 25	8							8	1
Tue	(11) 26	8							8	1
Wed	(12) 27	8							8	1
Thur	(13) 28	8	1.0					long call	9	1
Fri	(14) 29	8							8	1
	15 30									
	31st									
Total		80	1.0						41	10

OFFICE USE ONLY		DAYS	HOURS	PREM	WN	WE	HOL	ASF
WS:	142191	C	80	1	1	1	1	10
JOB:	318454-1-CRNA-1	P	80	1	1	1	1	
PRV:	707885	☒ Malpractice w/SCC Yes/No						
REG:	B5	☒ ARS						
AR:	Sarah Evans	☒ VP						
LC:	Sarah Nowell	☒ LW						
		DATE <u>DEC 12/19/07</u> SEQ <u>433992</u>						

Please fax completed form on or before the 1st and 15th of each month to fax # 972-983-0253.

RECEIVED
DEC 19 2007

BY:

McLeod Health

The Choice for Medical Excellence

P.O. Box 100551, Florence, SC 29501-0551

DATE
01/25/08

CHECK NO.
10158865

DATE	INVOICE NUMBER	PO NUMBER	PO CODE	GROSS	DISCOUNT	NET
12/31/07	436768 JOB# 318454-1-CRNA-1			200.00 ✓		200.00
12/31/07	436769 LOCUM TENEN CRNA 12/17/2007 TO 12/28/2007 JOB# 318454-1-CRNA-1			8,164.00 ✓		8,164.00
TOTAL				8,364.00		8,364.00

McLeod Health

The Choice for Medical Excellence

P.O. Box 100551, Florence, SC 29501-0551

67-776/532
25090

CHECK NO.
10158865

DATE
01/25/08

CHECK AMOUNT
*****\$8,364.00

Non-Negotiable. This is a Copy. DO NOT CASH. This is a Non-Negotiable Document.

STAFF CARE INC
PO BOX 281923
ATLANTA, GA 30384-1923

NON-NEGOTIABLE

McLeod Health

The Choice for Medical Excellence

(Admin Use only)

☐ Capital Account Check

Project Number _____

Project Name _____

CHECK REQUEST

Amount

\$8364.00

Date

01-17-08

Pay to: (Enter name / current address to appear on check)

STAFF CARE

P.O. BOX 281923

ATLANTA, GA. 30384-1923

Corporation: MCLEOD HEALTH

Department: ANESTHESIA

Cost Center: 17081

Account #: 562500-CONTRACT LABOR

Date Check is Required: 01-23-08

Taxable Income ☐

SS # or EIN _____

Disposition of Check

Return to Requestor ☐

Print Name/Dept

Mail ☒

If mailed

Address same as payor ☐
or Address at Right

Requestor will pick up ☐

Phone # _____

Enter Address to Mail Check below

SAME AS "PAY TO"

Reason for Request:

LOCUM TENEN AGENCY CRNA:

DATES OF SERVICE:

INVOICE #:

Mildred Shatto

Invoice # 436769

436768

12-17 thru 12-28-07

m + Per Diem

Requested by: _____

Approval: _____

Approval: _____

Please Print

Approval Signature

Approval Signature

(Use for additional codes)

Amount

Center

Account

Please attach supporting documentation. Request for reimbursement must be accompanied by receipts.

MILDRED SHATTO
 IN/OUT PATIENT PROVIDER INVOICE

LAKE WYLIE, SC 29710

 To: STAFF CARE, INC.
 5001 STATESMAN DRIVE
 IRVING, TX 75063
 489-524-1473, 800-585-2272
 Fax 489-524-1590

 Client: MC LEOD REGIONAL MEDICAL CENTER
 FLORENCE, SC 29501

Specialty: CERTIFIED REG NURSE ANESTHETIST

Invoice Period: DEC 16-31, 2007

 Remit
 Payment LAKE WYLIE, SC 29710
 to:

 Special Instructions: ☐ Send check by FedEx, and deduct the \$15 fee from my check.
☐ Signature required to deliver
☐ Leave without signature

 Provider
 Signature:

 Client
 Signature:

 I have verified the hours documented and by signing this
 provider invoice agree to the terms of the contract.

 I understand the provider is being paid and we are being billed
 based on this verification.

Day	Month (Jan-Dec)	Reg Hrs	Prm Hrs	Hours after Mid- night	Wk Night Call	Wk End Call	Hdy	Comments	MPE	ASF
	DEC									
Mon	1st	18h							8	1
Tue	2	17							8	1
Wed	3	18							8	1
Thu	4	19							8	1
Fri	5	20							8	1
Sat	6	21							8	1
Sun	7	22								
	8	23								
	9	24								
	10	25						Christmas Holiday		
Wed	11	26							8	1
Thu	12	27		1/2				no meal break	8.5	1
Fri	13	28							8	1
Sat	14	29								
Sun	15	30								
	31st									
Total			64 1/2						146	8

OFFICE USE ONLY		DAYS	HOURS	PRM	WN	WE	HOL	ASF
WS:	142191	C	64	15				8
JOB:	318454-1-CRNA-1	P	64	15				
PRV:	707885							
REQ:	85							
AR:	Sarah Evans Ashley							
LC:	Sarah Nowell							

Malpractice w/SC/No No
 SA 10
 SEQ 430877
 DATE 1/14

 Please fax completed form on or before the 1st and 15th of each month to fax # 972-983-0253.

 Send check to same
 checking account. I can
 move it if I need to

 RECEIVED
 JAN 04 2007

D.V.

P 167

336

*

REMIT TO:

Staff Care Inc.
P.O. Box 281923
Atlanta, GA 30384-1923

Staff Care

The Leader in Locum Tenens Staffing

Tax I.D. #75-2404573

OVERNIGHT MAILING ADDRESS:

Bank of America Lockbox Services
Lockbox 281923
6000 Feldwood Road
College Park, Georgia 30349

2008 JAN 15 AM 11:02

ACCOUNTING
INVOICE # 436768
DEPARTMENT

DATE: 12/31/07

TERMS: NET UPON RECEIPT

JOB NUMBER: 318454-1-CRNA-1

SPECIALTY: CRNA

OLD TO: MCLEOD PHYSICIAN ASSOCIATES
705003 555 EAST CHEVES STREET
85 P.O. BOX 100551
FLORENCE, SC 29501

ATTN: KEITH TORGENSEN, DIRECTOR OF ANESTHESIA

DATES OF SERVICE: 12/17/2007 TO: 12/28/2007
DOCTOR NAME: MILDRED (DEE DEE) SHATTO

RE: 142191 MC LEOD REGIONAL MEDICAL CENTER

DESCRIPTION

AMOUNT

M&IE PER DIEM

8.00

@

25.00

\$200.00

ALL

PLEASE PAY THIS AMOUNT

\$200.00

3 CONTACT INFORMATION
ONE (469) 524-1473 • FAX (469) 524-1404

EXPENSE REPAYMENT FORM

Date: 12/31/07

Provider Name: MILDRED SHATTO

Provider #: 707685

Reg. #: 85 / ~~SARAH EVANS~~ Ashley Anson

WS/ Job #: 142191 / 318454-1-CRNA-1

Work Site Name: MC LEOD REGIONAL MEDICAL CENTER - FLORENCE, SC

Send Check To: MILDRED SHATTO,

MILDRED, LAKE WYLIE, SC 29710

(Name & Address)

I. MILEAGE (@ 31 Cents/Mile)

Date	From/City	To/City	Miles	Rate	Amount	Bill Client?
						Office Use Only
a)				\$0.31	\$	Y / N
b)				\$0.31	\$	Y / N
c)				\$0.31	\$	Y / N
d)				\$0.31	\$	Y / N
e)				\$0.31	\$	Y / N
			Total Miles		Total Amt \$	

II. LODGING & OTHER EXPENSES (Receipts Required)

Date	City	Vendor	Amount	Bill Client?
				Office Use Only
a)			\$	Y / N
b)			\$	Y / N
c)			\$	Y / N
d)			\$	Y / N
e)			\$	Y / N
			Total Amt \$	

III. PER DIEM

Date(s) Worked	Type / Amount of Per Diem x Day	Total	Bill Client?
			Office Use Only
12/17, 18, 19, 20, 21, 26, 27, 28/07	MILE per Diem @ \$25 x 8 work days	\$ 200.00	Y / N
b)		\$	Y / N
c)		\$	Y / N
d)		\$	Y / N
e)		\$	Y / N
		Total Amt \$ 200.00	

Client Approval: _____

Date: _____

Total Repayment: \$ 200.00

Staff Care, Inc. Approval: AA

Date: 12/08

Total Repayment: \$ 200.00

SARAH NOWELL

SCI Office Use Only, Approved CM

MSRA

ENTERED 1/2/08

114108

REMIT TO:
Staff Care Inc.
P.O. Box 281923
Atlanta, GA 30384-1923

Staff Care

RECEIVED
JAN 15 AM 11:02

The Leader in Locum Tenens Staffing

OVERNIGHT MAILING ADDRESS:
Bank of America Lockbox Services
Lockbox 281923
6000 Fieldwood Road
College Park, Georgia 30349

Tax I.D. #75-2404573

JAN 15 AM 11:02

ACCOUNTING
DEPARTMENT INVOICE # 436769

DATE: 12/31/07

TERMS: NET UPON RECEIPT

LD TO: MCLEOD PHYSICIAN ASSOCIATES
705003 555 EAST CHEVES STREET
85 P.O. BOX 100551
FLORENCE, SC 29501
ATTN: KEITH TORGENSEN, DIRECTOR OF ANESTHESIA

DATES OF SERVICE : 12/17/2007 TO : 12/28/2007
DOCTOR NAME : MILDRED (DEE DEE) SHATTO

JOB NUMBER : 318454-1-CRNA-1
SPECIALTY : CRNA

RE : 142191 MC LEOD REGIONAL MEDICAL CENTER

DESCRIPTION				AMOUNT
REGULAR HOURS	64.00	@	124.00	\$7,936.00
PREMIUM HOURS	.50	@	200.00	\$100.00
ADMIN SVCS.	8.00 Days	@	16.00	\$128.00
ALL				
PLEASE PAY THIS AMOUNT				\$8,164.00

OR CONTACT INFORMATION
PHONE (469) 524-1473 • FAX (469) 524-1404

MILDRED SHATTO
 IN/OUT PATIENT PROVIDER INVOICE

LAKE WYLIE, SC 29710

 To: STAFF CARE, INC.
 5001 STATESMAN DRIVE
 IRVING, TX 76083
 489-524-1473, 800-885-2272
 Fax: 489-524-1590

 Client: MC LEOD REGIONAL MEDICAL CENTER
 FLORENCE SC 29501

Specialty: CERTIFIED REG NURSE ANESTHETIST

Invoice Period: DEC 16-31, 2007

 Remit
 Payment LAKE WYLIE, SC 29710
 to:

 Special Instructions: ☐ Send check by FedEx, and deduct the \$15 fee from my check.
☐ Signature required to deliver
☐ Leave without signature

 Provider
 Signature: *M Shatto*

 Client
 Signature: *[Signature]*

 I have verified the hours documented and by signing this
 provider invoice agree to the terms of the contract.

 I understand the provider is being paid and we are being billed
 based on this verification.

Day	Month (Jan-Dec)	Reg Hrs	Prem Hrs	Hours after Mid- night	Wk Night Call	Wk End Call	Hdy	Comments	WPE	ASF
	Dec									
Mon	1st	18							8	1
Tue	2	18							8	1
Wed	3	18							8	1
Thu	4	18							8	1
Fri	5	18							8	1
Sat	6	22							8	1
Sun	7	23								
	8	24								
	9	25								
	10	25						Christmas Holiday		
Wed	11	28							8	1
Thu	12	27		1/2				no meal break	8.5	1
Fri	13	28							8	1
Sat	14	29								
Sun	15	30								
	31st									
Total		64	1/2						14.6	8

OFFICE USE ONLY		DAYS	HOURS	PREM	WV	WPE	HOL	ASF
WS:	142191	C	64	.5				8
JOB:	318454-1-CRNA-1	P	64	.5				
PRV:	707885	☐ NEW ☐ RE-EMP ☐ NO RTS		Malpractice w/SC? Yes/No				
REG:	85	AR		SA				
AR:	Sarah Evans Ashley Anson	VP		SEQ				
LC:	Sarah Nowell	LM		DATE				

Please fax completed form on or before the 1st and 10th of each month to fax # 972-983-0253.

Send check to Science
 checking account. I can
 move it if I need to
[Signature]

McLeod Health

The Choice for Medical Excellence

P.O. Box 100551, Florence, SC 29501-0551

DATE
02/15/08

CHECK NO.
10161173

DATE	INVOICE NUMBER	PO NUMBER	PO CODE	GROSS	DISCOUNT	NET
01/31/08	441905 JOB# 318454-1-CRNA-1			987.95		987.95
TOTAL				987.95		987.95

McLeod Health

The Choice for Medical Excellence

P.O. Box 100551, Florence, SC 29501-0551

67-776/532
25090

CHECK NO.
10161173

DATE
02/15/08

CHECK AMOUNT
*****\$987.95

Non-Negotiable. This is a Copy. DO NOT CASH. This is a Non-Negotiable Document.

STAFF CARE INC
PO BOX 281923
ATLANTA, GA 30384-1923

NON-NEGOTIABLE

Wachovia Bank, National Association
Florence, South Carolina

341

472

2/15/08
12852
McLeod Health

The Choice for Medical Excellence.

(Admin Use only)

☐ Capital Account Check

Project Number _____

Project Name _____

CHECK REQUEST

Amount

\$ 987.95

Date

2-11-08

Pay to: (Enter name / current address to appear on check)

STAFF CARE

P.O. BOX 281923

ATLANTA, GA. 30384-1923

Corporation:

MCLEOD HEALTH

Department:

ANESTHESIA

Cost Center:

17081

Account #:

562500-CONTRACT LABOR

Date Check is Required: 02-14-08

Taxable Income ☐

SS # or EIN _____

Disposition of Check

Return to Requestor ☐

Print Name/Dept.

Mail ☒

If mailed

Address same as payor ☐

or Address at Right

Requestor will pick up ☐

Phone # _____

Enter Address to Mail Check below

SAME AS "PAY TO"

Reason for Request:

LOCUM TENEN AGENCY CRNA: Mildred Shatto

DATES OF SERVICE: 12-14-07 thru 01-04-2008

INVOICE #: 441905

Requested by: _____

Please Print

Approval: _____

Approval Signature

Approval: _____

Approval Signature

(Use for additional codes)

Amount

Center

Account

Please attach supporting documentation. Request for reimbursement must be accompanied by receipts.

REMIT TO:

OVERNIGHT MAILING ADDRESS:

Staff Care Inc.

Bank of America Lockbox Services

P.O. Box 281923

Lockbox 281923

Atlanta, GA 30384-1923

Staff Care®*The Leader in Locum Tenens Staffing*

6000 Feldwood Road

College Park, Georgia 30349

Tax I.D. #75-2404573

LD TO:
705003
85

MCLEOD PHYSICIAN ASSOCIATES

555 EAST CHEVES STREET

P.O. BOX 100551

FLORENCE, SC 29501

ATTN: KEITH TORGENSEN, DIRECTOR OF ANESTHESIA

INVOICE #: 441905

DATE: 01/31/08

TERMS: NET UPON RECEIPT

DATES OF SERVICE : 12/14/2007 TO : 1/4/2008

DOCTOR NAME : MILDRED (DEE DEE) SHATTO

JOB NUMBER : 318454-1-CRNA-1

SPECIALTY : CRNA

RE : 142191 MC LEOD REGIONAL MEDICAL CENTER

DESCRIPTION	AMOUNT
AUTO RENTAL EXP 1.00 @ 987.95	\$987.95
ALL NATIONAL*16988348*1/15/08	
R CONTACT INFORMATION ONE (469) 524-1473 • FAX (469) 524-1404	
PLEASE PAY THIS AMOUNT	\$987.95

SCI RENTAL CAR CODING SHEET

Logistics Coordinator: SARAH NOWELL /

Due Date: 1/25/08 /

Coding Sheet #: 117 /

Logistics Approval and Date:

NR 1/24/08

ITS/Accruals: /

Scheduled: /

Rates Approved: /

Provider: MILDRED (DEE DEE) SHATTO /

ARNP Name: ASHLEY ANSON /

AR Approval & Date: /

Worksite: MC LEOD REGIONAL MEDICAL CENTER /

VP Approval & Date: RA 1/22/08 /

Provider#: 707685 /

Company: NATIONAL /

Region#: 85 /

Worksite#: 142191 /

Dates of Expense: 12/14/07-1/4/08 /

Job#: 318454-1-CRNA-1 /

Charge Amount \$ 987.95 /

Bill To: CLIENT /

Deduct from Provider \$ /

Reason for Deduction: /

Comments:

Accounting Use Only:

GL Account: / SA: /

Sequence: 442199 / Date: /



Rental Agreement #: WI
Invoice #: 90010805430
Contract ID: 5504786
STAFF CARE INC

Rental Location
CHARLOTTE ARPT
4108 RENTAL ROAD
DOUGLAS INTL ARPT
CHARLOTTE, NC 28219
Phone: (888)826 6890

Return Location
CHARLOTTE ARPT

14-DEC-2007 01:25 PM

04-JAN-2008 01:58 PM

SHATTO MILDREN

LAKE WYLIE, SC 29710

Vehicle #: 81107667
Model: GRAND PRIX
Class Driven: FCAR
Class Charged: FCAR
License #: WVR3428
State/Province: NORTH CAROLINA
M/Kms Driven: 1555
M/Kms Out: 13411
M/Kms In: 14966

Rate Info

Charges:	No	Unit	Price/Unit	Amount
TIME & DISTANCE	3	Weeks	234.00	702.00 *
UNLIMITED MILES/KM - TIME & DIST		M/Kms		0.00 *
CDW / LDW	21	Days		0.00 *
CONTRACT FACILITY CHARGE 3.50/DAY	21	Days	3.50	73.50
AIRPORT CONCESSION FEE RECOVERY			702.00	77.99 *
VEH LICENSE RECOVERY .46/DAY			0.46	9.66
HIGHWAY USE TAX @8.000 %	21	Days	779.99	62.40
U DRIVE IT TAX @5.000 %			779.99	39.00
GROSS RECEIPTS TAX 3 PCT @3.000 %			779.99	23.40

Total Charges:

USD 987.95

Payments:

Paid By BUSINESS ACCOUNT-APPLI

AUTH

DATE

AUTH AMT

Amount Due (Subject to Audit)
Message • Taxable Items
Customer service Number 1-800-468-3334

USD 987.95

McLeod Health

The Choice for Medical Excellence

P.O. Box 100551, Florence, SC 29501-0551

DATE

02/29/08

CHECK NO.

10162519

DATE	INVOICE NUMBER	PO NUMBER	PO CODE	GROSS	DISCOUNT	NET
01/31/08	441904 LOCUM TENEN CRNA 11/14/2007 TO 12/14/2007			1,325.19		1,325.19
TOTAL				1,325.19		1,325.19

McLeod Health

The Choice for Medical Excellence

P.O. Box 100551, Florence, SC 29501-0551

CHECK NO.

10162519

67-776/532
25090

DATE

02/29/08

CHECK AMOUNT

*****\$1,325.19

Non-Negotiable. This is a Copy. DO NOT CASH. This is a Non-Negotiable Document.

STAFF CARE INC
PO BOX 281923
ATLANTA, GA 30384-1923

NON-NEGOTIABLE

346

477

Wachovia Bank, National Association
Florence, South Carolina

P17770080071444 /

McLeod Health

The Choice for Medical Excellence.

FEB 20 2008

(Admin-Use-only)

☐ Capital Account Check

Project Number _____

Project Name _____

CHECK REQUEST

Amount \$1,325.19

Date 2-13-08

Pay to: (Enter name / current address to appear on check)

STAFF CARE

P.O. BOX 281923

ATLANTA, GA. 30384-1923

Corporation: MCLEOD HEALTH

Department: ANESTHESIA

Cost Center: 17081

Account #: 562500-CONTRACT LABOR

Date Check is Required: 2-13-08

Taxable Income ☐

SS # or EIN _____

Disposition of Check

Return to Requestor ☐

Print Name/Dept

Mail ☒

If mailed

Address same as payor ☐

or Address at Right

Requestor will pick up ☐

Phone #

Enter Address to Mail Check below

SAME AS "PAY TO"

Reason for Request:

LOCUM TENEN AGENCY CRNA: Mildred Shatto

DATES OF SERVICE: 11-14 thru 12-14-2007

INVOICE #: 441904

Requested by: _____

Approval _____

Approval _____

Please Print

Approval Signature

Approval Signature

(Use for additional codes)

Amount

Center

Account

Please attach supporting documentation. Request for reimbursement must be accompanied by receipts.

REMIT TO:
Staff Care Inc.
P.O. Box 281923
Atlanta, GA 30384-1923

Staff Care®

The Leader in Locum Tenens Staffing

Tax I.D. #75-2404573

OVERNIGHT MAILING ADDRESS:
Bank of America Lockbox Services
Lockbox 281923
6000 Feldwood Road
College Park, Georgia 30349

OLD TO: MCLEOD PHYSICIAN ASSOCIATES
705003 555 EAST CHEVES STREET
85 P.O. BOX 100551
FLORENCE, SC 29501
ATTN: KEITH TORGENSEN, DIRECTOR OF ANESTHESIA

INVOICE #: 441904

DATE: 01/31/08

TERMS: NET UPON RECEIPT

DATES OF SERVICE: 11/14/2007 TO: 12/14/2007
DOCTOR NAME: MILDRED (DEE DEE) SHATTO

JOB NUMBER: 318454-1-CRNA-1
SPECIALTY: CRNA

RE: 142191 MC LEOD REGIONAL MEDICAL CENTER

DESCRIPTION	AMOUNT
AUTO RENTAL EXP 1.00 @ 1,325.19	\$1,325.19
ALL NATIONAL*16874462*12/31/07	
OR CONTACT INFORMATION PHONE (469) 524-1473 • FAX (469) 524-1404	PLEASE PAY THIS AMOUNT \$1,325.19

ᐃ 1 ᐱᐱ



34

Rental Agreement #: 911942901
Invoice #: 90010734724
Contract ID: 5504786
STAFF CARE INC

Rental Location
CHARLOTTE ARPT
1108 RENTAL ROAD
DOUGLAS INTL ARPT
CHARLOTTE, NC 28219
Phone: (888)826 6890

Return Location
CHARLOTTE ARPT

14-NOV-2007 01:40 PM

14-DEC-2007 01:25 PM

SHATTO MILDRED
LAKE WYLIE, SC 29710

Vehicle #: 81107667
Model: GRAND PRIX
Class Driven: FCAR
Class Charged: FCAR
License #: WVR3428
State/Province: NORTH CAROLINA
M/Kms Driven: 1093
M/Kms Out: 12318
M/Kms In: 13411

Rate Info

Charges:	No	Unit	Price/Unit	Amount
TIME & DISTANCE	1	Month	936.00	936.00 *
UNLIMITED MILES/KM - TIME & DIST		M/Kms		0.00 *
CDW / LDW	30	Days		0.00 *
CONTRACT FACILITY CHARGE 3.50/DAY	30	Days	3.50	105.00
AIRPORT CONCESSION FEE RECOVERY			936.00	103.99 *
VEH LICENSE RECOVERY .46/DAY	30	Days	0.46	13.80
HIGHWAY USE TAX @8.000 %			1,039.99	83.20
U DRIVE IT TAX @5.000 %			1,039.99	52.00
GROSS RECEIPTS TAX 3 PCT @3.000 %			1,039.99	31.20

Total Charges: USD 1,325.19

Payments:
Paid By BUSINESS ACCOUNT-APPLI AUTH DATE AUTH AMT

Amount Due (Subject to Audit) USD 1,325.19
Message • Taxable Items
Customer service Number 1-800-468-3334

McLeod Health

The Choice for Medical Excellence

P.O. Box 100551, Florence, SC 29501-0551

DATE
05/16/08

CHECK NO.
10169973

DATE	INVOICE NUMBER	PO NUMBER	PO CODE	GROSS	DISCOUNT	NET
04/30/08	461391 LODGING EXPENSE FOR MILDRED (DEE DEE) SHATTO JOB# 318454-1-CRNA-1			727.87	✓	727.87
04/30/08	461392 LODGING EXPENSE FOR MILDRED (DEE DEE) SHATTO JOB# 318454-1-CRNA-1			1,399.75	✓	1,399.75
04/30/08	461393 LODGING EXPENSE. MILDRED (DEE DEE) SHATTO JOB# 318454-1-CRNA-1			167.97	✓	167.97
TOTAL				2,295.59		2,295.59

McLeod Health

The Choice for Medical Excellence

P.O. Box 100551, Florence, SC 29501-0551

67-776/532
25090

CHECK NO.
10169973

DATE
05/16/08

CHECK AMOUNT
.....\$2,295.59

Non-Negotiable. This is a Copy. DO NOT CASH. This is a Non-Negotiable Document.

STAFF CARE INC
PO BOX 281923
ATLANTA, GA 30384-1923

NON-NEGOTIABLE

3 JMW
McLeod Health

The Choice for Medical Excellence.

(Admin Use only)

☐ Capital Account Check

Project Number _____

Project Name _____

CHECK REQUEST

Amount

\$2,295.59

Date

5-12-08

Pay to: (Enter name / current address to appear on check)

STAFF CARE

P.O. BOX 281923

ATLANTA, GA. 30384-1923

Corporation: MCLEOD HEALTH

Department: ANESTHESIA

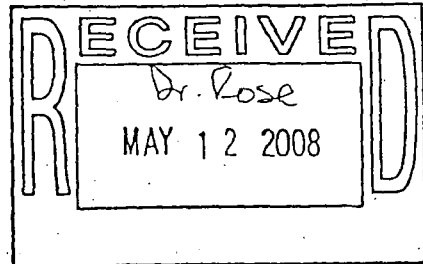
Cost Center: 17081

Account #: 562500-569101-CONTRACT LABOR

Date Check is Required: 5-16-08

Taxable Income ☐

SS # or EIN _____



Disposition of Check

Return to Requestor ☐

Print Name/Dept.

Mail ☒

If mailed

Address same as payor ☐

or Address at Right

Requestor will pick up ☐

Phone # _____

Enter Address to Mail Check below

SAME AS "PAY TO"

Reason for Request: JMW # 461391, 461392, 461393

LOCUM TENEN AGENCY CRNA: Mildred Shatto

DATES OF SERVICE: Logging NOV + Dec. 2007

INVOICE #: 461391, 461392, 461393

Requested by: _____

Approval: _____

Approval: _____

Please Print

Approval Signature

Approval Signature

(Use for additional codes)

Amount

Center

Account

Please attach supporting documentation. Request for reimbursement must be accompanied by receipts.

REMIT TO:
Staff Care Inc.
P.O. Box 281923
Atlanta, GA 30384-1923

Staff Care®

The Leader in Locum Tenens Staffing

Tax I.D. #75-2404573

OVERNIGHT MAILING ADDRESS:
Bank of America Lockbox Services
Lockbox 281923
6000 Feldwood Road
College Park, Georgia 30349

BOLD TO: MCLEOD PHYSICIAN ASSOCIATES
705003 555 EAST CHEVES STREET
85 P.O. BOX 100551
FLORENCE, SC 29501
ATTN: KEITH TORGENSEN, DIRECTOR OF ANESTHESIA

INVOICE #: 461393

DATE: 04/30/08

TERMS: NET UPON RECEIPT

DATES OF SERVICE : 12/26/07 TO : 12/28/07
DOCTOR NAME : MILDRED (DEE DEE) SHATTO

JOB NUMBER : 318454-1-CRNA-1
SPECIALTY : CRNA

RE : 142191 MC LEOD REGIONAL MEDICAL CENTER

DESCRIPTION	AMOUNT
LODGING EXPENSE	\$167.97
ALL 202575*BEST WESTERN INN-FLORENCE*92185C GC	
OR CONTACT INFORMATION PHONE (469) 524-1473 • FAX (469) 524-1404	PLEASE PAY THIS AMOUNT \$167.97

RECEIVED

STAFF CARE, INC.

Logistics Approval

1/18/08

Received Date: 01/14/08

Due Date: 01/21/08

CHECK REQUEST

Accruals/ITS

MANUAL CHECK:

NEXT CHECK RUN:

XXXXXXXXXXXXXXXXXXXX

Requested By:

Sarah Nowell

Date:

1/14/2008

Approved By:

Ashley Anson

Approval Signature:

1/15/08

Date:

CHECK MADE PAYABLE TO:

W-9 Attached:

Yes

Company/Provider:

Best Western Inn

Vendor Number:

20875

Address:

1808 West Lucas Street

City/State/Zip:

Florence, SC 29501

Phone:

(843) 678-8292

Contact:

Invoice #: (Account #) 92185 C

BILLING INFORMATION:

Region #: 85

Amount Requested: \$167.97

Provider #: 707685

Billable: Yes

Worksite #: 142191

BMI to: Client

Job #: 31845A-1-CENA-1

Dates of Expense: 12/26/07-12/28/07

Provider Name: Mildred Shatto

Type of Expense: Lodging

Worksite Name: McLeod Reg Med Ctr

Expiration Date for Deposit:

3 Nights X \$55.99 Per Night = \$167.97

Nights X Per Night = \$0.00

Total \$167.97

RECEIVED
JAN 21 AM

Deduct from Provider/Vendor Number:

Amount to Deduct

Reason for Deduction:

RECEIVED
JAN 21 2008

Mail Directly To Payee?

YES

Include attached?

NO

BY:

Send Options:

Fed-Ex

Regular US Mail

XXXX

Special Instructions:

G.L. Account Number:

720-53005-8500-0000

Amount:

\$167.97

Invoice #:

92185C

G.L. Account Number:

Amount:

Date:

12/29/07

G.L. Account Number:

Amount:

Input By:

1/31/08

G.L. Account Number:

Amount:

Date:

ENTERED
1/31/08

ENTERED

V-795409-31066



BEST WESTERN INN

1808 WEST LUCAS STREET

FLORENCE, SC 29501

Phone: 843-678-9292

FAX: 843-678-9990

SHATTO, MILDRED

XX

FLORENCE, SC 29501

Account: 92185 C

Arrival: 11/18/07

Departure: 12/29/07

Room: 124

Rate: 49.99

DATE	ITEM DESCRIPTION	COMMENT	DEBIT	CREDIT
12/19/07	67 ROOM TAX	ROOM TAX	\$6.00	
12/20/07	68 ROOM REVENUE	#124 SHATTO, MILDRED	\$49.99	
12/20/07	69 ROOM TAX	ROOM TAX	\$6.00	
12/21/07	70 ROOM REVENUE	#124 SHATTO, MILDRED	\$49.99	
12/21/07	71 ROOM TAX	ROOM TAX	\$6.00	
12/22/07	72 ROOM REVENUE	#124 SHATTO, MILDRED	\$49.99	
12/22/07	73 ROOM TAX	ROOM TAX	\$6.00	
12/23/07	74 ROOM REVENUE	#124 SHATTO, MILDRED	\$49.99	
12/23/07	75 ROOM TAX	ROOM TAX	\$6.00	
12/24/07	76 ROOM REVENUE	#124 SHATTO, MILDRED	\$49.99	
12/24/07	77 ROOM TAX	ROOM TAX	\$6.00	
12/25/07	78 ROOM REVENUE	#124 SHATTO, MILDRED	\$49.99	
12/25/07	79 ROOM TAX	ROOM TAX	\$6.00	
12/26/07	80 ROOM REVENUE	#124 SHATTO, MILDRED	\$49.99	
12/26/07	81 ROOM TAX	ROOM TAX	\$6.00	
12/27/07	82 ROOM REVENUE	#124 SHATTO, MILDRED	\$49.99	
12/27/07	83 ROOM TAX	ROOM TAX	\$6.00	
12/28/07	84 ROOM REVENUE	#124 SHATTO, MILDRED	\$49.99	
12/28/07	85 ROOM TAX	ROOM TAX	\$6.00	
12/29/07	86 DIRECT BILL ACCT	AR#154, STAFF CARE INC, STAF		(\$2,305.59)
BALANCE DUE:				(\$0.00)

30 55.79

McLeod Reg Med Ctr - 142191

318404-1-CRNA-1

P-707685

RECEIVED
JAN 21 2008

BY:

REMIT TO:
Staff Care Inc.
P.O. Box 281923
Atlanta, GA 30384-1923

Staff Care®

The Leader in Locum Tenens Staffing

Tax I.D. #75-2404573

OVERNIGHT MAILING ADDRESS:
Bank of America Lockbox Services
Lockbox 281923
6000 Feldwood Road
College Park, Georgia 30349

OLD TO: MCLEOD PHYSICIAN ASSOCIATES
705003 555 EAST CHEVES STREET
85 P.O. BOX 100551
FLORENCE, SC 29501
ATTN: KEITH TORGENSEN, DIRECTOR OF ANESTHESIA

INVOICE #: 461391

DATE: 04/30/08

TERMS: NET UPON RECEIPT

DATES OF SERVICE : 11/18/07 TO : 11/30/07

DOCTOR NAME : MILDRED (DEE DEE) SHATTO

JOB NUMBER : 318454-1-CRNA-1

SPECIALTY : CRNA

RE : 142191 MC LEOD REGIONAL MEDICAL CENTER

DESCRIPTION	AMOUNT
LODGING EXPENSE	\$727.87
ALL 202575*BEST WESTERN INN-FLORENCE*92185A GC	
OR CONTACT INFORMATION HONE (469) 524-1473 • FAX (469) 524-1404	PLEASE PAY THIS AMOUNT

RECEIVED

RM 11/18/08

Received Date: 12/26/07
Due Date: 01/02/08

STAFF CARE, INC. Logistics Approval
CHECK REQUEST Accruals/ITS

MANUAL CHECK: _____ NEXT CHECK RUN: XXXXXXXXXXXXXXXXXXXX
Requested By: Sarah Nowell Date: 12/27/2007
Approved By: Ashley Anson Approval Signature: 1/2/08 Date: _____

CHECK MADE PAYABLE TO: _____ W-9 Attached: YES
Company/Provider: Best Western Inn Vendor Number: 202 575
Address: 1808 West Lucas Street
City/State/Zip: Florence, SC 29501
Phone: (843) 678-9292
Contact: _____ Invoice #: (Account #) 92185 A

BILLING INFORMATION:
Region #: 85 Amount Requested: \$737.87
Provider #: 707685 Billable: Yes
Worksite #: 142191 Bill to: Client
Job #: 318454-1-CRNA-1 Dates of Expense: 11/18/07-11/30/07
Provider Name: Mildred Shatto Type of Expense: Lodging
Worksite Name: McLeod Reg Med Ctr Expiration Date for Deposit: _____

RECEIVED
JAN 21 AM

1 Pet Fee X \$10.00 Per Night = \$10.00
Total \$737.87

Deduct from Provider/Vendor Number: 707685 Amount to Deduct: \$10.00
Reason for Deduction: Staff Care only pays for room rate and tax. Deduct provider for pet fee.
(720-73900-8500-0000)

ENTERED
151371

Mail Directly To Payee? YES Include attached? NO
Send Options: Fed-Ex Regular US Mail XXXX
Special Instructions: _____

RECEIVED
JAN 21 2008

G.L. Account Number: 720-53005-8500-0000 Amount: \$ 727.87 Invoice #: 92185A
G.L. Account Number: _____ Amount: \$ _____ Date: 11/30/07
G.L. Account Number: 720-73900-8500-0000 Amount: \$ 10.00 Input By: 1/31/08
G.L. Account Number: _____ Amount: \$ _____ Date: _____

ENTERED
151369

ENTERED
JAN 21 2008



BEST WESTERN INN

1808 WEST LUCAS STREET

FLORENCE, SC 29501

Phone: 843-678-9292

FAX: 843-678-9990

Account: 92185A

Arrival: 11/18/07

Departure: 12/29/07

Room: 124

Rate: 49.99

SHATTO, MILDRED

XX

FLORENCE, SC 29501

DATE	ITEM DESCRIPTION	COMMENT	DEBIT	CREDIT
11/18/07	1 PET FEE	PET FEE	\$10.00	
11/18/07	2 ROOM REVENUE	#124 SHATTO, MILDRED	\$49.99	
11/18/07	3 ROOM TAX	ROOM TAX	\$6.00	
11/19/07	4 ROOM REVENUE	#124 SHATTO, MILDRED	\$49.99	
11/19/07	5 ROOM TAX	ROOM TAX	\$6.00	
11/20/07	6 ROOM REVENUE	#124 SHATTO, MILDRED	\$49.99	
11/20/07	7 ROOM TAX	ROOM TAX	\$6.00	
11/21/07	8 ROOM REVENUE	#124 SHATTO, MILDRED	\$49.99	
11/21/07	9 ROOM TAX	ROOM TAX	\$6.00	
11/22/07	10 ROOM REVENUE	#124 SHATTO, MILDRED	\$49.99	
11/22/07	11 ROOM TAX	ROOM TAX	\$6.00	
11/23/07	12 ROOM REVENUE	#124 SHATTO, MILDRED	\$49.99	
11/23/07	13 ROOM TAX	ROOM TAX	\$6.00	
11/24/07	14 ROOM REVENUE	#124 SHATTO, MILDRED	\$49.99	
11/24/07	15 ROOM TAX	ROOM TAX	\$6.00	
11/25/07	16 ROOM REVENUE	#124 SHATTO, MILDRED	\$49.99	
11/25/07	17 ROOM TAX	ROOM TAX	\$6.00	
11/26/07	18 ROOM REVENUE	#124 SHATTO, MILDRED	\$49.99	
11/26/07	19 ROOM TAX	ROOM TAX	\$6.00	
11/27/07	20 ROOM REVENUE	#124 SHATTO, MILDRED	\$49.99	
11/27/07	21 ROOM TAX	ROOM TAX	\$6.00	
11/28/07	22 ROOM REVENUE	#124 SHATTO, MILDRED	\$49.99	
11/28/07	23 ROOM TAX	ROOM TAX	\$6.00	
11/29/07	24 ROOM REVENUE	#124 SHATTO, MILDRED	\$49.99	
11/29/07	25 ROOM TAX	ROOM TAX	\$6.00	
11/30/07	26 DIRECT BILL ACCT	STAFF CARE INC A/R #92185		(\$681.88)
11/30/07	27 DIRECT BILL ACCT	CORRECTION #92185	\$681.88	
11/30/07	28 ROOM REVENUE	#124 SHATTO, MILDRED	\$49.99	
11/30/07	29 ROOM TAX	ROOM TAX	\$6.00	
12/01/07	30 ROOM REVENUE	#124 SHATTO, MILDRED	\$49.99	
12/01/07	31 ROOM TAX	ROOM TAX	\$6.00	
12/02/07	32 ROOM REVENUE	#124 SHATTO, MILDRED	\$49.99	
12/02/07	33 ROOM TAX	ROOM TAX	\$6.00	

13055.99

RECEIVED
JAN 21 2008

BY:.....

W-795409-31066
142191-McLeod Reg Med Ctr
318454-1-CPNA-1
707685-Mildred Shatto
489/Evans

REMIT TO:

Staff Care Inc.
P.O. Box 281923
Atlanta, GA 30384-1923

Staff Care®

The Leader in Locum Tenens Staffing

Tax I.D. #75-2404573

OVERNIGHT MAILING ADDRESS:

Bank of America Lockbox Services
Lockbox 281923
6000 Feldwood Road
College Park, Georgia 30349

OLD TO: MCLEOD PHYSICIAN ASSOCIATES

705003 555 EAST CHEVES STREET

.85 P.O. BOX 100551

FLORENCE, SC 29501

ATTN: KEITH TORGENSEN, DIRECTOR OF ANESTHESIA

INVOICE #: 461392

DATE: 04/30/08

TERMS: NET UPON RECEIPT

DATES OF SERVICE: 12/1/07 TO: 12/25/07

DOCTOR NAME: MILDRED (DEE DEE) SHATTO

JOB NUMBER: 318454-1-CRNA-1

SPECIALTY: CRNA

RE: 142191 MC LEOD REGIONAL MEDICAL CENTER

DESCRIPTION

AMOUNT

LODGING EXPENSE

\$1,399.75

ALL

202575*BEST WESTERN INN-FLORENCE*92185B

GC

R CONTACT INFORMATION

ONE (469) 524-1473 • FAX (469) 524-1404

PLEASE PAY THIS AMOUNT

\$1,399.75

RECEIVED

11/18/07

STAFF CARE, INC.

Logistics Approval

Received Date: 12/26/07

Due Date: 01/02/08

CHECK REQUEST

Accruals/ITS

MANUAL CHECK:

NEXT CHECK RUN:

XXXXXXXXXXXXXXXXXXXX

Requested By:

Sarah Nowell

Date:

12/27/2007

Approved By:

Ashley Anson

Approval Signature:

12/27/07

Date:

CHECK MADE PAYABLE TO:

W-9 Attached:

YES

Company/Provider:

Best Western Inn.

Vendor Number:

202575

Address:

1808 West Lucas Street

City/State/Zip:

Florence, SC 29501

Phone:

(843) 678-9292

Contact:

Invoice #: (Account #) 92185 B

BILLING INFORMATION:

Region #: 85

Amount Requested: \$1,399.75

Provider #: 707685

Billable: Yes

Worksite #: 142191

Bill to: Client

Job #: 318454-1-CRNA-1

Dates of Expense: 12/1/07-12/25/07

Provider Name: Mildred Shatto

Type of Expense: Lodging

Worksite Name: McLeod Reg Med Ctr

Expiration Date for Deposit:

25 Nights X \$55.99 Per Night = \$1,399.75

Nights X Per Night = \$0.00

Total \$1,399.75

RECEIVED

JAN 21 AM

Deduct from Provider/Vendor Number:

Amount to Deduct:

Reason for Deduction:

RECEIVED
JAN 21 2008

BY:

Mail Directly To Payee?

YES

Include attached?

NO

Send Options:

Fed-Ex

Regular US Mail

XXXX

Special Instructions:

G.L. Account Number:

720-53005-8500-0000

Amount: \$

1399.75

Invoice #:

92185B

G.L. Account Number:

Amount: \$

Date:

12/25/07

G.L. Account Number:

Amount: \$

Input By:

1/31/08

G.L. Account Number:

Amount: \$

Date:

ENTERED
15636

ENTERED

**BEST WESTERN INN**

1808 WEST LUCAS STREET

FLORENCE, SC 29501

Phone: 843-678-9292

FAX: 843-678-9990

Account: 92185 B

Arrival: 11/18/07

Departure: 12/29/07

Room: 124

Rate: 49.99

SHATTO, MILDRED

XX

FLORENCE, SC 29501

DATE	ITEM DESCRIPTION	COMMENT	DEBIT	CREDIT
11/18/07	1 PET FEE	PET FEE	\$10.00	
11/18/07	2 ROOM REVENUE	#124 SHATTO, MILDRED	\$49.99	
11/18/07	3 ROOM TAX	ROOM TAX	\$6.00	
11/19/07	4 ROOM REVENUE	#124 SHATTO, MILDRED	\$49.99	
11/19/07	5 ROOM TAX	ROOM TAX	\$6.00	
11/20/07	6 ROOM REVENUE	#124 SHATTO, MILDRED	\$49.99	
11/20/07	7 ROOM TAX	ROOM TAX	\$6.00	
11/21/07	8 ROOM REVENUE	#124 SHATTO, MILDRED	\$49.99	
11/21/07	9 ROOM TAX	ROOM TAX	\$6.00	
11/22/07	10 ROOM REVENUE	#124 SHATTO, MILDRED	\$49.99	
11/22/07	11 ROOM TAX	ROOM TAX	\$6.00	
11/23/07	12 ROOM REVENUE	#124 SHATTO, MILDRED	\$49.99	
11/23/07	13 ROOM TAX	ROOM TAX	\$6.00	
11/24/07	14 ROOM REVENUE	#124 SHATTO, MILDRED	\$49.99	
11/24/07	15 ROOM TAX	ROOM TAX	\$6.00	
11/25/07	16 ROOM REVENUE	#124 SHATTO, MILDRED	\$49.99	
11/25/07	17 ROOM TAX	ROOM TAX	\$6.00	
11/26/07	18 ROOM REVENUE	#124 SHATTO, MILDRED	\$49.99	
11/26/07	19 ROOM TAX	ROOM TAX	\$6.00	
11/27/07	20 ROOM REVENUE	#124 SHATTO, MILDRED	\$49.99	
11/27/07	21 ROOM TAX	ROOM TAX	\$6.00	
11/28/07	22 ROOM REVENUE	#124 SHATTO, MILDRED	\$49.99	
11/28/07	23 ROOM TAX	ROOM TAX	\$6.00	
11/29/07	24 ROOM REVENUE	#124 SHATTO, MILDRED	\$49.99	
11/29/07	25 ROOM TAX	ROOM TAX	\$6.00	
11/30/07	26 DIRECT BILL ACCT	STAFF CARE INC A/R #92185		(\$681.88)
11/30/07	27 DIRECT BILL ACCT	CORRECTION #92185	\$681.88	
11/30/07	28 ROOM REVENUE	#124 SHATTO, MILDRED	\$49.99	
11/30/07	29 ROOM TAX	ROOM TAX	\$6.00	
12/01/07	30 ROOM REVENUE	#124 SHATTO, MILDRED	\$49.99	
12/01/07	31 ROOM TAX	ROOM TAX	\$6.00	
12/02/07	32 ROOM REVENUE	#124 SHATTO, MILDRED	\$49.99	
12/02/07	33 ROOM TAX	ROOM TAX	\$6.00	

2 @ 55.79
RECEIVED
JAN 21 2008

BY:.....

**BEST WESTERN INN**

1808 WEST LUCAS STREET
FLORENCE, SC 29501
Phone: 843-678-9292

FAX: 843-678-9990

SHATTO, MILDRED

XX
FLORENCE, SC 29501

Account: 92185B

Arrival: 11/18/07

Departure: 12/29/07

Room: 124

Rate: 49.99

	DATE	ITEM DESCRIPTION	COMMENT	DEBIT	CREDIT
3	12/03/07	34 ROOM REVENUE	#124 SHATTO, MILDRED	\$49.99	
	12/03/07	35 ROOM TAX	ROOM TAX	\$6.00	
4	12/04/07	36 ROOM REVENUE	#124 SHATTO, MILDRED	\$49.99	
	12/04/07	37 ROOM TAX	ROOM TAX	\$6.00	
	12/05/07	38 ROOM REVENUE	#124 SHATTO, MILDRED	\$49.99	
5	12/05/07	39 ROOM TAX	ROOM TAX	\$6.00	
	12/06/07	40 ROOM REVENUE	#124 SHATTO, MILDRED	\$49.99	
6	12/06/07	41 ROOM TAX	ROOM TAX	\$6.00	
	12/07/07	42 ROOM REVENUE	#124 SHATTO, MILDRED	\$49.99	
7	12/07/07	43 ROOM TAX	ROOM TAX	\$6.00	
	12/08/07	44 ROOM REVENUE	#124 SHATTO, MILDRED	\$49.99	
8	12/08/07	45 ROOM TAX	ROOM TAX	\$6.00	
	12/09/07	46 ROOM REVENUE	#124 SHATTO, MILDRED	\$49.99	
9	12/09/07	47 ROOM TAX	ROOM TAX	\$6.00	
	12/10/07	48 ROOM REVENUE	#124 SHATTO, MILDRED	\$49.99	
10	12/10/07	49 ROOM TAX	ROOM TAX	\$6.00	
	12/11/07	50 ROOM REVENUE	#124 SHATTO, MILDRED	\$49.99	
11	12/11/07	51 ROOM TAX	ROOM TAX	\$6.00	
	12/12/07	52 ROOM REVENUE	#124 SHATTO, MILDRED	\$49.99	
12	12/12/07	53 ROOM TAX	ROOM TAX	\$6.00	
	12/13/07	54 ROOM REVENUE	#124 SHATTO, MILDRED	\$49.99	
13	12/13/07	55 ROOM TAX	ROOM TAX	\$6.00	
	12/14/07	56 ROOM REVENUE	#124 SHATTO, MILDRED	\$49.99	
14	12/14/07	57 ROOM TAX	ROOM TAX	\$6.00	
	12/15/07	58 ROOM REVENUE	#124 SHATTO, MILDRED	\$49.99	
15	12/15/07	59 ROOM TAX	ROOM TAX	\$6.00	
	12/16/07	60 ROOM REVENUE	#124 SHATTO, MILDRED	\$49.99	
16	12/16/07	61 ROOM TAX	ROOM TAX	\$6.00	
	12/17/07	62 ROOM REVENUE	#124 SHATTO, MILDRED	\$49.99	
17	12/17/07	63 ROOM TAX	ROOM TAX	\$6.00	
	12/18/07	64 ROOM REVENUE	#124 SHATTO, MILDRED	\$49.99	
18	12/18/07	65 ROOM TAX	ROOM TAX	\$6.00	
17	12/19/07	66 ROOM REVENUE	#124 SHATTO, MILDRED	\$49.99	

RECEIVED
JAN 21 2008

BY: _____

**BEST WESTERN INN**

1808 WEST LUCAS STREET

FLORENCE, SC 29501

Phone: 843-678-9292

FAX: 843-678-9990

Account: 92185 B

Arrival: 11/18/07

Departure: 12/29/07

Room: 124

Rate: 49.99

SHATTO, MILDRED

XX

FLORENCE, SC 29501

DATE	ITEM DESCRIPTION	COMMENT	DEBIT	CREDIT
(14) 12/19/07	67 ROOM TAX	ROOM TAX	\$6.00	
12/20/07	68 ROOM REVENUE	#124 SHATTO, MILDRED	\$49.99	
20 12/20/07	69 ROOM TAX	ROOM TAX	\$6.00	
12/21/07	70 ROOM REVENUE	#124 SHATTO, MILDRED	\$49.99	
21 12/21/07	71 ROOM TAX	ROOM TAX	\$6.00	
12/22/07	72 ROOM REVENUE	#124 SHATTO, MILDRED	\$49.99	
22 12/22/07	73 ROOM TAX	ROOM TAX	\$6.00	
12/23/07	74 ROOM REVENUE	#124 SHATTO, MILDRED	\$49.99	
23 12/23/07	75 ROOM TAX	ROOM TAX	\$6.00	
12/24/07	76 ROOM REVENUE	#124 SHATTO, MILDRED	\$49.99	
24 12/24/07	77 ROOM TAX	ROOM TAX	\$6.00	
12/25/07	78 ROOM REVENUE	#124 SHATTO, MILDRED	\$49.99	
25 12/25/07	79 ROOM TAX	ROOM TAX	\$6.00	
BALANCE DUE:				\$2,137.62

RECEIVED
JAN 21 2008

BY:

For the year Jan. 1-Dec. 31, 2007, or other tax year beginning , 2007, ending , 20 OMB No. 1545-0074

Label Use the IRS label. Otherwise, please print or type.

Label HERE

Mildred H. Shatto

Lake Wylie SC 29710-9108

Copy

Your social security number

Spouse's social security no.

You must enter your SSN(s) above.

Checking a box below will not change your tax or refund.

☐ You ☐ Spouse

Presidential Election Campaign ☐ Check here if you, or your spouse if filing jointly, want \$3 to go to this fund (see instructions) ☐ You ☐ Spouse

Filing Status

1 ☒ Single

2 ☐ Married filing jointly (even if only one had income)

3 ☐ Married filing separately. Enter spouse's SSN above and full name here. ▶

4 ☐ Head of household (with qualifying person). (See inst.) If qualifying person is a child but not your dependent, enter child's name here. ▶

5 ☐ Qualifying widow(er) with dependent child (see inst.)

Exemptions

6a ☒ Yourself. If someone can claim you as a dependent, do not check box 6a

b ☐ Spouse

c Dependents:

(1) First name	Last name	(2) Dependent's social security number	(3) Dependent's relationship to you	(4) ☒ If qualifying child for child tax credit (see inst.)

Boxes checked on 6a and 6b: 1

No. of children on 6c who:

- ☐ lived with you
- ☐ did not live with you due to divorce or separation (see inst.)

Dependents on 6c not entered above

Add numbers on lines above ▶ **1**

d Total number of exemptions claimed

7 Wages, salaries, tips, etc. Attach Form(s) W-2

Income

Attach Form(s) W-2 here. Also attach Forms W-2G and 1099-R if tax was withheld.

If you did not get a W-2, see instructions.

Enclose, but do not attach, any payment. Also, please use Form 1040-V.

Line	Description	Amount
7	Wages, salaries, tips, etc. Attach Form(s) W-2	59,748
8a	Taxable interest. Attach Schedule B if required	22
8b	Tax-exempt interest. Do not include on line 8a	
9a	Ordinary dividends. Attach Schedule B if required	
9b	Qualified dividends (see instructions)	
10	Taxable refunds, credits, or offsets of state and local income taxes (see instructions)	1,238
11	Alimony received	
12	Business income or (loss). Attach Schedule C or C-EZ	8,345
13	Capital gain or (loss). Attach Schedule D if required. If not required, check here. ☐	
14	Other gains or (losses). Attach Form 4797.	
15a	IRA distributions	
15b	Taxable amount	
16a	Pensions and annuities	
16b	Taxable amount	33,018
17	Rental real estate, royalties, partnerships, S corporations, trusts, etc. Attach Schedule E	-1,265
18	Farm income or (loss). Attach Schedule F	
19	Unemployment compensation	
20a	Social security benefits	
20b	Taxable amount (see inst.)	
21	Other income	
22	Add the amounts in the far right column for lines 7 through 21. This is your total income ▶	101,106

Adjusted Gross Income

Line	Description	Amount
23	Educator expenses (see instructions)	
24	Certain business expenses of reservists, performing artists, and fee-basis government officials. Attach Form 2108/2108-EZ	
25	Health savings account deduction. Attach Form 8889	
26	Moving expenses. Attach Form 3903	
27	One-half of self-employment tax. Attach Schedule SE	590
28	Self-employed SEP, SIMPLE, and qualified plans	
29	Self-employed health insurance deduction (see instructions)	
30	Penalty on early withdrawal of savings	
31a	Alimony paid b Recipient's SSN ▶	
32	IRA deduction (see instructions)	
33	Student loan interest deduction (see instructions)	
34	Tuition and fees deduction. Attach Form 8817	
35	Domestic production activities ded. Attach Form 8803	
36	Add lines 23 through 31a and 32 through 35	590
37	Subtract line 36 from line 22. This is your adjusted gross income ▶	100,516

For Disclosure, Privacy Act, and Paperwork Reduction Act Notice, see instructions.

Tax and Credits	38	Amount from line 37 (adjusted gross income)	38	100,516
	39a	Check ☒ You were born before January 2, 1943, ☐ Blind. Total boxes ☐ If: ☐ Spouse was born before January 2, 1943, ☐ Blind. checked ☐ 39a ☐ 1		
Standard Deduction for --	b	If you are not itemizing on a separate return or you were a dual-status alien, see inst. and check here ☐ 39b		
• People who checked any box on line 39a or 39b or who can be claimed as dependent, see inst.	40	Itemized deductions (from Schedule A) or your standard deduction (see left margin)	40	16,649
	41	Subtract line 40 from line 38	41	83,867
	42	If line 38 is \$117,300 or less, multiply \$3,400 by the total number of exemptions claimed on line 6d. If line 38 is over \$117,300, see the worksheet in the instructions	42	3,400
	43	Taxable income. Subtract line 42 from line 41. If line 42 is more than line 41, enter -0-	43	80,467
	44	Tax (see inst.). Check if any tax is from: a ☐ Form(s) 9814 b ☐ Form 4972 c ☐ Form(s) 9880	44	16,644
	45	Alternative minimum tax (see instructions). Attach Form 6251	45	
• All others:	46	Add lines 44 and 45	46	16,644
Single or Married filing separately, \$5,350	47	Credit for child & dependent care expenses. Attach Form 2441	47	
Married filing jointly or Qualifying widow(er), \$10,700	48	Credit for the elderly or the disabled. Attach Schedule R	48	
Head of household, \$7,850	49	Education credits. Attach Form 8863	49	
	50	Residential energy credits. Attach Form 5695	50	
	51	Foreign tax credit. Attach Form 1116 if required	51	
	52	Child tax credit (see instructions). Attach Form 8801 if required	52	
	53	Retirement savings contributions credit. Attach Form 8880	53	
	54	Credits from: a ☐ Form 8396 b ☐ Form 8859 c ☐ Form 8839	54	
	55	Other credits: a ☐ Form 2800 b ☐ Form 8801 c ☐ Form	55	
	56	Add lines 47 through 55. These are your total credits	56	
	57	Subtract line 56 from line 46. If line 56 is more than line 46, enter -0-	57	16,644
Other Taxes	58	Self-employment tax. Attach Schedule SE	58	1,179
	59	Unreported social security and Medicare tax from: a ☐ Form 4137 b ☐ Form 8919	59	
	60	Additional tax on IRAs, other qualified retirement plans, etc. Attach Form 5329 if required	60	
	61	Advance earned income credit payments from Form(s) W-2, box 9	61	
	62	Household employment taxes. Attach Schedule H	62	
	63	Add lines 57 through 62. This is your total tax	63	17,823
Payments	64	Federal income tax withheld from Forms W-2 and 1099	64	11,612
	65	2007 estimated tax payments & amt. applied from 2006 return	65	
	66a	Earned income credit (EIC)	66a	
If you have a qualifying child, attach Schedule EIC.	b	Nontaxable combat pay election ☐ 66b		
	67	Excess social security and tier 1 RRTA tax withheld (see inst.)	67	
	68	Additional child tax credit. Attach Form 8812	68	
	69	Amount paid with request for extension to file (see instructions)	69	
	70	Payments from: a ☐ Form 3489 b ☐ Form 4138 c ☐ Form 8885	70	
	71	Refundable credit for prior year minimum tax from Form 8801, line 27	71	
	72	Add lines 64, 65, 66a, and 67 through 71. These are your total payments	72	11,612
Refund	73	If line 72 is more than line 63, subtract line 63 from line 72. This is the amount you overpaid	73	
Direct deposit? See inst. and fill in 74b, 74c, and 74d, or Form 8888.	74a	Amount of line 73 you want refunded to you. If Form 8888 is attached, check here ☐	74a	0
	b	Routing no. ☐ Type: ☐ Checking ☐ Savings		
	d	Account no. ☐		
	75	Amt. of line 73 you want applied to your 2008 estimated tax ☐ 75		
Amount You Owe	76	Amount you owe. Subtract line 72 from line 63. For details on how to pay, see instructions ☐ 76	76	6,211
	77	Estimated tax penalty (see instructions)	77	
Third Party Designee	Do you want to allow another person to discuss this return with the IRS (see instructions)? ☐ Yes. Complete the following. ☒ No			
	Designee's name	Phone no.	Personal identification number (PIN)	
Sign Here	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.			
Joint return? See instructions. Keep a copy for your records.	Your signature	Date	Your occupation	Daytime phone number
	Spouse's signature. If a joint return, both must sign.	Date	Spouse's occupation	
Paid Preparer's Use Only	Preparer's signature	Date	Check if self-employed ☐	Preparer's SSN or PTIN
	Firm's name (or yours if self-employed), address, & ZIP code			EIN
				Phone no.

SCHEDULE A
(Form 1040)

Department of the Treasury
Internal Revenue Service

Schedule A -- Itemized Deductions

▶ Attach to Form 1040. ▶ See Instructions for Schedule A (Form 1040).

OMB No. 1545-0074

2007

Attachment
Sequence No. 07

Name(s) shown on Form 1040

Mildred H. Shatto

Your social security no.

Medical and Dental Expenses

Caution. Do not include expenses reimbursed or paid by others.

1 Medical and dental expenses (see Instructions)

SEE DEDUCTION ATTACHMENT

1 12,152

2 Enter amount from Form 1040, line 38 .. 2 100,516

3 Multiply line 2 by 7.5% (.075) .. 3 7,539

4 Subtract line 3 from line 1. If line 3 is more than line 1, enter -0-

4 4,613

Taxes You Paid

5 State and local (check only one box):

a ☒ Income taxes, or

b ☐ General sales taxes

5 3,940

6 Real estate taxes (see Instructions) .. 6 738

7 Personal property taxes .. 7 88

8 Other taxes. ▶

8

9 Add lines 5 through 8 .. 9 4,766

Interest You Paid

10 Home mortgage interest and points reported to you on Form 1098 .. 10 6,740

11 Home mortg. int. not reported to you on Form 1098. If paid to seller, show that person's name, ID no., & addr. ▶

11 0

Note.
Personal interest is not deductible.

12 Points not reported to you on Form 1098. See Inst. for special rules .. 12

13 Qualified mortgage insurance premiums (see Instructions) .. 13

14 Investment interest. Attach Form 4952 if required. (See Instructions.) .. 14

15 Add lines 10 through 14 .. 15 6,740

Gifts to Charity

16 Gifts by cash or check. If you made any gift of \$250 or more, see Instructions

Amvet 280

16 280

If you made a gift and got a benefit for it, see Instructions.

17 Other than by cash or check. If any gift of \$250 or more, see Instructions. You must attach Form 8283 if over \$500. 17 250

18 Carryover from prior year .. 18

19 Add lines 16 through 18 .. 19 530

Casualty and Theft Losses

20 Casualty or theft loss(es). Attach Form 4684. (See Instructions.) .. 20 0

Job Expenses and Certain Miscellaneous Deductions

21 Unreimbursed empl. exp. You must attach Form 2106 or 2106-EZ if required. ▶

21

22 Tax preparation fees .. 22 205

23 Other expenses ▶

23

24 Add lines 21 through 23 .. 24 205

(See Instructions.)

25 Enter amount from Form 1040, line 38 .. 25 100,516

26 Multiply line 25 by 2% (.02) .. 26 2,010

27 Subtract line 26 from line 24. If line 26 is more than line 24, enter -0- .. 27 0

Other Miscellaneous Deductions

28 Other -- from list in Instructions. List type and amount ▶

28

Total Itemized Deductions

29 Is Form 1040, line 38, over \$156,400 (over \$78,200 if married filing separately)?

☒ No. Your deduction is not limited. Add the amounts in the far right column for lines 4 through 28. Also, enter this amount on Form 1040, line 40.

☐ Yes. Your deduction may be limited. See Instructions for the amount to enter.

29 16,649

30 If you elect to itemize deductions even though they are less than your standard deduction, check here ▶ ☐

For Paperwork Reduction Act Notice, see Form 1040 Instructions.

Schedule A (Form 1040) 2007

Name(s) shown on Form 1040. Do not enter name and social security number if shown on other side.

Mildred H. Shatto

Your social security no.

Schedule B -- Interest and Ordinary Dividends

Attachment
Sequence No. 08Part I
Interest(See the
instructions for
Form 1040, line 8a.)

Note. If you received a Form 1099-INT, Form 1099-OID, or substitute statement from a brokerage firm, list the firm's name as the payer and enter the total interest shown on that form.

- 1 List name of payer. If any interest is from a seller-financed mortgage and the buyer used the property as a personal residence, see instructions and list this interest first. Also, show that buyer's social security number and address ▶

State Employees Credit Union

Amount

22

- 2 Add the amounts on line 1 2 22

- 3 Excludable interest on series EE and I U.S. savings bonds issued after 1989.

Attach Form 8815 3

- 4 Subtract line 3 from line 2. Enter the result here and on Form 1040, line 8a ▶ 4 22

Note. If line 4 is over \$1,500, you must complete Part III.

Part II
Ordinary
Dividends(See the
instructions for
Form 1040, line 9a.)

Note. If you received a Form 1099-DIV or substitute statement from a brokerage firm, list the firm's name as the payer and enter the ordinary dividends shown on that form.

- 5 List name of payer ▶

Amount

- 6 Add the amounts on line 5. Enter the total here and on Form 1040, line 9a ▶ 6 0

Note. If line 6 is over \$1,500, you must complete Part III.

Part III
Foreign
Accounts
and Trusts(See
instructions.)

You must complete this part if you (a) had over \$1,500 of taxable interest or ordinary dividends; or (b) had a foreign account; or (c) received a distribution from, or were a grantor of, or a transferor to, a foreign trust.

- 7a At any time during 2007, did you have an interest in or a signature or other authority over a financial account in a foreign country, such as a bank account, securities account, or other financial account? See instructions for exceptions and filing requirements for Form TD F 80-22.1

Yes No

X

- b If "Yes," enter the name of the foreign country ▶

- 8 During 2007, did you receive a distribution from, or were you the grantor of, or transferor to, a foreign trust? If "Yes," you may have to file Form 3520. See instructions

X

For Paperwork Reduction Act Notice, see Form 1040 Instructions.

Schedule B (Form 1040) 2007

3
SCHEDULE C
(Form 1040)

Department of the Treasury
Internal Revenue Service (IRS)

Profit or Loss From Business
(Sole Proprietorship)

Partnerships, joint ventures, etc., must file Form 1065 or 1065-B.
Attach to Form 1040, 1040NR, or 1041. See instructions for Schedule C (Form 1040).

OMB No. 1545-0074

2007

Attachment
Sequence No. 09

Name of proprietor

Mildred H. Shatto

Social security number (SSN)

A Principal business or profession, including product or service (see the instructions)

B Enter code from instructions
621399

C Business name. If no separate business name, leave blank.

D Employer ID no. (EIN), if any

E Business address (including suite or room no.)

City, town or post office, state, and ZIP code Lake Wylie SC 29710-9108

F Accounting method: (1) ☒ Cash (2) ☐ Accrual (3) ☐ Other (specify)

G Did you "materially participate" in the operation of this business during 2007? If "No," see instructions for limit on losses. ☒ Yes ☐ No

H If you started or acquired this business during 2007, check here

Part I Income

1 Gross receipts or sales. Caution. If this income was reported to you on Form W-2 and the "Statutory employee" box on that form was checked, see instructions and check here.	1	13,916
2 Returns and allowances	2	
3 Subtract line 2 from line 1	3	13,916
4 Cost of goods sold (from line 42 on page 2)	4	
5 Gross profit. Subtract line 4 from line 3	5	13,916
6 Other income, including federal and state gasoline or fuel tax credit or refund (see instructions)	6	
7 Gross income. Add lines 5 and 6	7	13,916

Part II Expenses. Enter expenses for business use of your home only on line 30.

8 Advertising	8		18 Office expense	18	
9 Car and truck expenses (see instructions)	9	3,168	19 Pension & profit-sharing plans	19	
10 Commissions and fees	10		20 Rent or lease (see instructions):		
11 Contract labor (see instructions)	11		a Vehicles, machinery, and equipment	20a	
12 Depletion	12		b Other business property	20b	
13 Depreciation and section 179 expense deduction (not included in Part III) (see instructions)	13		21 Repairs and maintenance	21	
14 Employee benefit programs (other than on line 19)	14		22 Supplies (not included in Part III)	22	1,342
15 Insurance (other than health)	15		23 Taxes and licenses	23	
16 Interest:			24 Travel, meals, and entertainment:		
a Mortgage (paid to banks, etc.)	16a		a Travel	24a	
b Other	16b		b Deductible meals and entertainment (see instructions)	24b	
17 Legal and professional services	17		25 Utilities	25	
			26 Wages (less employment credits)	26	
			27 Other expenses (from line 48 on page 2)	27	1,061

28 Total expenses before expenses for business use of home. Add lines 8 through 27 in columns

29 Tentative profit (loss). Subtract line 28 from line 7

30 Expenses for business use of your home. Attach Form 8829

31 Net profit or (loss). Subtract line 30 from line 29.

• If a profit, enter on both Form 1040, line 12, and Schedule SE, line 2, or on Form 1040NR, line 13 (statutory employees, see instructions). Estates and trusts, enter on Form 1041, line 3.

• If a loss, you must go to line 32.

32 If you have a loss, check the box that describes your investment in this activity (see instructions).

• If you checked 32a, enter the loss on both Form 1040, line 12, and Schedule SE, line 2, or on Form 1040NR, line 13 (statutory employees, see instructions). Estates and trusts, enter on Form 1041, line 3.

• If you checked 32b, you must attach Form 6198. Your loss may be limited.

32a ☐ All investment is at risk.
32b ☐ Some investment is not at risk.

For Paperwork Reduction Act Notice, see Form 1040 instructions.

Schedule C (Form 1040) 2007

JVA 07 C1 TWF 23888 Copyright Forms (Software Only) - 2007 TW

Part III Cost of Goods Sold (see instructions)

33	Method(s) used to value closing inventory: a ☐ Cost b ☐ Lower of cost or market c ☐ Other (attach explanation)	
34	Was there any change in determining quantities, costs, or valuations between opening and closing inventory? If "Yes," attach explanation	☐ Yes ☒ No
35	Inventory at beginning of year. If different from last year's closing inventory, attach explanation	35
36	Purchases less cost of items withdrawn for personal use	36
37	Cost of labor. Do not include any amounts paid to yourself	37
38	Materials and supplies	38
39	Other costs	39
40	Add lines 35 through 39	40
41	Inventory at end of year	41
42	Cost of goods sold. Subtract line 41 from line 40. Enter the result here and on page 1, line 4	42

Part IV Information on Your Vehicle. Complete this part only if you are claiming car or truck expenses on line 8 and are not required to file Form 4562 for this business. See the instructions for line 13 to find out if you must file Form 4562.

43	When did you place your vehicle in service for business purposes? (month, day, year) ▶ <u>01-01-2007</u>
44	Of the total number of miles you drove your vehicle during 2007, enter the number of miles you used your vehicle for:
a	Business <u>6,532</u> b Commuting (see instructions) _____ c Other _____
45	Do you (or your spouse) have another vehicle available for personal use?
46	Was your vehicle available for personal use during off-duty hours?
47a	Do you have evidence to support your deduction?
b	If "Yes," is the evidence written?

Part V Other Expenses. List below business expenses not included on lines 8-28 or line 30.

Education	94
Dues & Subscriptions	595
Registration Fee	50
Licence & Permits	130
Uniforms	192
48 Total other expenses. Enter here and on page 1, line 27	48 1,061

1

SCHEDULE E
(Form 1040)Department of the Treasury
Internal Revenue Service**Supplemental Income and Loss**(From rental real estate, royalties, partnerships,
S corporations, estates, trusts, REMICs, etc.)

OMB No. 1546-0074

2007Attachment
Sequence No. 13

▶ Attach to Form 1040, 1040NR, or Form 1041. ▶ See instructions for Schedule E (Form 1040).

Name(s) shown on return

Mildred H. Shatto

Your social security no.

Part I **Income or Loss From Rental Real Estate and Royalties** Note. If you are in the business of renting personal property, use Schedule C or C-EZ (see instructions). If you are an individual, report farm rental income or loss from Form 4835 on pg. 2, line 40.

1 List the type and location of each rental real estate property:	2 For each rental real estate prop. listed on line 1, did you or your family use it during the tax year for personal purposes for more than the greater of: • 14 days or • 10% of the total days rented at fair rental value? (See instructions.)	Yes	No
A Condominium Rental Kaneohe, HI 96744		A	X
B		B	
C		C	

Income:	Properties			Totals (Add columns A, B, and C.)
	A	B	C	
3 Rents received	3 19,150			3 19,150
4 Royalties received	4			4
Expenses:				
5 Advertising	5			
6 Auto and travel (see instructions)	6			
7 Cleaning and maintenance	7 912			
8 Commissions	8			
9 Insurance	9 115			
10 Legal and other professional fees	10			
11 Management fees	11 1,915			
12 Mortgage interest paid to banks, etc. (see instructions)	12 7,045			12 7,045
13 Other interest	13			
14 Repairs	14 1,088			
15 Supplies	15			
16 Taxes	16			
17 Utilities	17			
18 Other (list) ▶ GET				
Storage	18 862			
HOA Due	1,172			
	5,531			
19 Add lines 5 through 18	19 18,640			19 18,640
20 Depreciation expense or depletion (see instructions)	20 1,775			20 1,775
21 Total expenses. Add lines 19 and 20	21 20,415			
22 Income or (loss) from rental real estate or royalty properties. Subtract line 21 from line 3 (rents) or line 4 (royalties). If the result is a (loss), see instructions to find out if you must file Form 6198	22 -1,265			
23 Deductible rental real estate loss. Caution. Your rental real estate loss on line 22 may be limited. See instructions to find out if you must file Form 8582. Real estate professionals must complete line 43 on page 2	23 (1,265)			
24 Income. Add positive amounts shown on line 22. Do not include any losses	24			
25 Losses. Add royalty losses from line 22 and rental real estate losses from line 23. Enter total losses here	25 (1,265)			
26 Total rental real estate and royalty income or (loss). Combine lines 24 and 25. Enter the result here. If Parts II, III, IV, and line 40 on page 2 do not apply to you, also enter this amount on Form 1040, line 17, or Form 1040NR, line 18. Otherwise, include this amount in the total on line 41 on page 2	26 -1,265			

For Paperwork Reduction Act Notice, see instructions.

Schedule E (Form 1040) 2007

SCHEDULE SE
(Form 1040)

Department of the Treasury
Internal Revenue Service (99)

Self-Employment Tax

▶ Attach to Form 1040. ▶ See Instructions for Schedule SE (Form 1040).

OMB No. 1545-0074

2007

Attachment
Sequence No. 17

Name of person with self-employment income (as shown on Form 1040)

Mildred H. Shatto

Social security number of person

with self-employment income

Who Must File Schedule SE

You must file Schedule SE if:

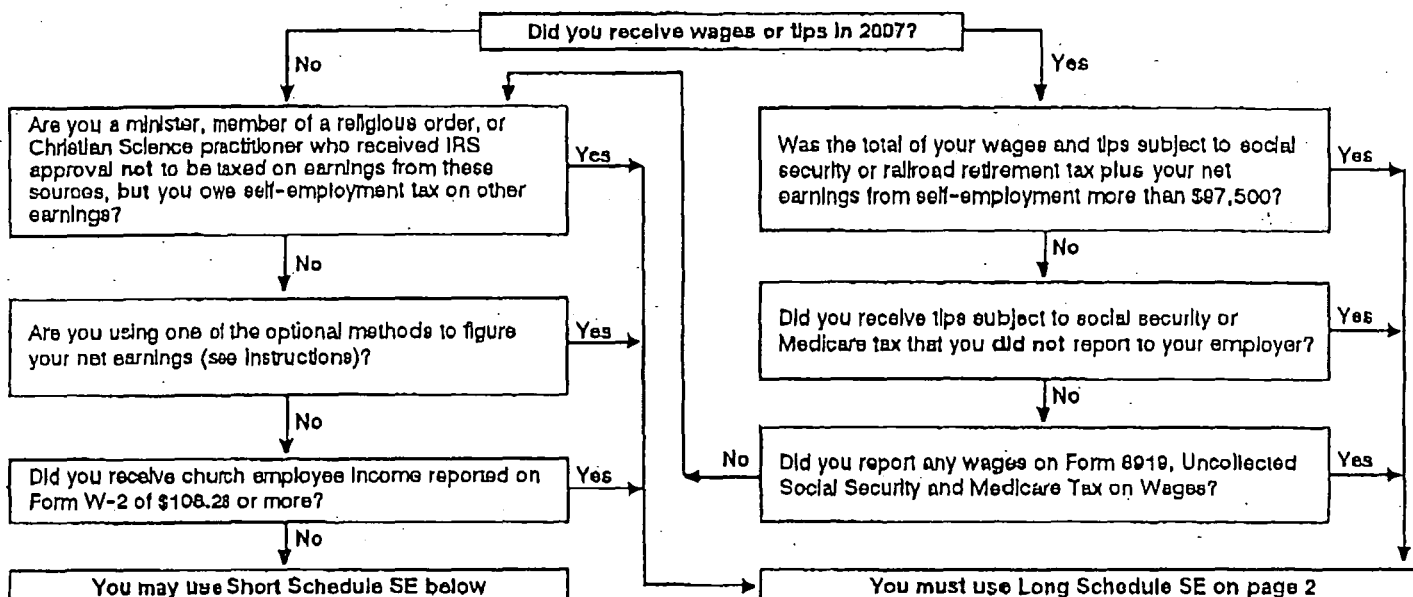
- You had net earnings from self-employment from other than church employee income (line 4 of Short Schedule SE or line 4c of Long Schedule SE) of \$400 or more, or
- You had church employee income of \$108.28 or more. Income from services you performed as a minister or a member of a religious order is not church employee income (see instructions).

Note. Even if you had a loss or a small amount of income from self-employment, it may be to your benefit to file Schedule SE and use either "optional method" in Part II of Long Schedule SE (see instructions).

Exception. If your only self-employment income was from earnings as a minister, member of a religious order, or Christian Science practitioner and you filed Form 4381 and received IRS approval not to be taxed on those earnings, do not file Schedule SE. Instead, write "Exempt -- Form 4381" on Form 1040, line 58.

May I Use Short Schedule SE or Must I Use Long Schedule SE?

Note. Use this flowchart only if you must file Schedule SE. If unsure, see Who Must File Schedule SE, above.



Section A — Short Schedule SE. Caution. Read above to see if you can use Short Schedule SE.

1	Net farm profit or (loss) from Schedule F, line 38, and farm partnerships, Schedule K-1 (Form 1065), box 14, code A	1	
2	Net profit or (loss) from Schedule C, line 31; Schedule C-EZ, line 3; Schedule K-1 (Form 1065), box 14, code A (other than farming); and Schedule K-1 (Form 1065-B), box 9, code J1. Ministers and members of religious orders, see instructions for amounts to report on this line. See instructions for other income to report	2	8,345
3	Combine lines 1 and 2	3	8,345
4	Net earnings from self-employment. Multiply line 3 by 92.35% (.9235). If less than \$400, do not file this schedule; you do not owe self-employment tax	4	7,707
5	Self-employment tax. If the amount on line 4 is: • \$97,500 or less, multiply line 4 by 15.3% (.153). Enter the result here and on Form 1040, line 58. • More than \$97,500, multiply line 4 by 2.9% (.029). Then, add \$12,090 to the result. Enter the total here and on Form 1040, line 58	5	1,179
6	Deduction for one-half of self-employment tax. Multiply line 5 by 50% (.5). Enter the result here and on Form 1040, line 27	6	590

For Paperwork Reduction Act Notice, see Form 1040 Instructions.

Schedule SE (Form 1040) 2007

Depreciation and Amortization (Including Information on Listed Property)

OMB No. 1545-0172

2007

Attachment
Sequence No. 67Department of the Treasury
Internal Revenue Service

▶ See separate instructions.

▶ Attach to your tax return.

Name(s) shown on return

Mildred H. Shatto

Business or activity to which this form relates

FOR SCHEDULE E #1

Identifying number

Part I Election To Expense Certain Property Under Section 179

Note: If you have any listed property, complete Part V before you complete Part I.

1	Maximum amount. See the instructions for a higher limit for certain businesses	1	125,000
2	Total cost of section 179 property placed in service (see instructions)	2	
3	Threshold cost of section 179 property before reduction in limitation	3	500,000
4	Reduction in limitation. Subtract line 3 from line 2. If zero or less, enter -0-	4	0
5	Dollar limitation for tax year. Subtract line 4 from line 1. If zero or less, enter -0-. If married filing separately, see instructions	5	125,000
6	(a) Description of property	(b) Cost (busn. use only)	(c) Elected cost
7	Listed property. Enter the amount from line 29	7	
8	Total elected cost of section 179 property. Add amounts in column (c), lines 6 and 7	8	
9	Tentative deduction. Enter the smaller of line 5 or line 8	9	
10	Carryover of disallowed deduction from line 13 of your 2008 Form 4562	10	
11	Business income limitation. Enter the smaller of business income (not less than zero) or line 9 (see instructions)	11	125,000
12	Section 179 expense deduction. Add lines 9 and 10, but do not enter more than line 11	12	
13	Carryover of disallowed deduction to 2008. Add lines 9 and 10, less line 12	13	

Note: Do not use Part II or Part III below for listed property. Instead, use Part V.

Part II Special Depreciation Allowance and Other Depreciation (Do not include listed property.) (See instructions.)

14	Special allowance for qualified New York Liberty or Gulf Opportunity Zone property (other than listed property) and cellulose biomass ethanol plant property placed in service during the tax year (see instructions)	14	
15	Property subject to section 168(f)(1) election	15	
16	Other depreciation (including ACRS)	16	

Part III MACRS Depreciation (Do not include listed property.) (See instructions.)**Section A**

17	MACRS deductions for assets placed in service in tax years beginning before 2007	17	
18	If you are electing to group any assets placed in service during the tax year into one or more general asset accounts, check here		

Section B -- Assets Placed in Service During 2007 Tax Year Using the General Depreciation System

(a) Classification of property	(b) Month and year placed in service	(c) Basis for depr. (business/investment use only — see instructions)	(d) Recovery period	(e) Convention	(f) Method	(g) Depreciation deduction
19a 3-year property						
b 5-year property						
c 7-year property						
d 10-year property						
e 15-year property						
f 20-year property						
g 25-year property			25 yrs.		S/L	
h Residential rental property			27.5 yrs.	MM	S/L	
i Nonresidential real property			27.5 yrs.	MM	S/L	
			39 yrs.	MM	S/L	
				MM	S/L	

Section C -- Assets Placed in Service During 2007 Tax Year Using the Alternative Depreciation System

20a Class life				S/L	
b 12-year			12 yrs.	S/L	
c 40-year			40 yrs.	MM	S/L

Part IV Summary (see instructions)

21	Listed property. Enter amount from line 28	21	1,775
22	Total. Add amounts from line 12, lines 14 through 17, lines 19 and 20 in column (g), and line 21. Enter here and on the appropriate lines of your return. Partnerships and S corporations — see instructions	22	1,775
23	For assets shown above and placed in service during the current year, enter the portion of the basis attributable to section 263A costs	23	

For Paperwork Reduction Act Notice, see separate instructions.

Part V Listed Property (Include automobiles, certain other vehicles, cellular telephones, certain computers, and property used for entertainment, recreation, or amusement.)

Note: For any vehicle for which you are using the standard mileage rate or deducting lease expense, complete only 24a, 24b, columns (a) through (c) of Section A, all of Section B, and Section C if applicable.

Section A -- Depreciation and Other Information (Caution: See the instructions for limits for passenger automobiles.)

24a Do you have evidence to support business/investment use claimed? ☒ Yes ☐ No 24b If "Yes," is the evidence written? ☒ Yes ☐ No

(a) Type of property (list vehicles first)	(b) Date placed in service	(c) Busn./ Investment use percentage	(d) Cost or other basis	(e) Basis for depr. (busn./investment use only)	(f) Recovery period	(g) Method/ Convention	(h) Depreciation deduction	(i) Elected section 179 cost
25 Special allowance for qualified Gulf Opportunity Zone property placed in service during the tax year and used more than 50% in a qualified business use (see instructions)							25	
26 Property used more than 50% in a qualified business use:								
Hawaii Con01-01-2003		100.0%	75,000	75,000	28	SL MM	1,775	
		%						
		%						
27 Property used 50% or less in a qualified business use:								
		%				S/L-		
		%				S/L-		
		%				S/L-		
28 Add amounts in column (h), lines 25 through 27. Enter here and on line 21, page 1.							28	1,775
29 Add amounts in column (i), line 26. Enter here and on line 7, page 1.							29	

Section B -- Information on Use of Vehicles

Complete this section for vehicles used by a sole proprietor, partner, or other "more than 5% owner," or related person. If you provided vehicles to your employees, first answer the questions in Section C to see if you meet an exception to completing this section for those vehicles.

	(a) Vehicle 1	(b) Vehicle 2	(c) Vehicle 3	(d) Vehicle 4	(e) Vehicle 5	(f) Vehicle 6
30 Total business/investment miles driven during the year (do not include commuting miles)	11215					
31 Total commuting miles driven during the year						
32 Total other personal (noncommuting) miles driven						
33 Total miles driven during the year. Add lines 30 through 32	11215					
34 Was the vehicle available for personal use during off-duty hours?	Yes No	Yes No	Yes No	Yes No	Yes No	Yes No
	X					
35 Was the vehicle used primarily by a more than 5% owner or related person?	Yes No	Yes No	Yes No	Yes No	Yes No	Yes No
	X					
36 Is another vehicle available for personal use?	Yes No	Yes No	Yes No	Yes No	Yes No	Yes No
	X					

Section C -- Questions for Employers Who Provide Vehicles for Use by Their Employees

Answer these questions to determine if you meet an exception to completing Section B for vehicles used by employees who are not more than 5% owners or related persons (see instructions).

	Yes	No
37 Do you maintain a written policy statement that prohibits all personal use of vehicles, including commuting, by your employees?		
38 Do you maintain a written policy statement that prohibits personal use of vehicles, except commuting, by your employees? See the instructions for vehicles used by corporate officers, directors, or 1% or more owners.		
39 Do you treat all use of vehicles by employees as personal use?		
40 Do you provide more than five vehicles to your employees, obtain information from your employees about the use of the vehicles, and retain the information received?		
41 Do you meet the requirements concerning qualified automobile demonstration use? (See instructions.)		

Note: If your answer to 37, 38, 39, 40, or 41 is "Yes," do not complete Section B for the covered vehicles.

Part VI Amortization

(a) Description of costs	(b) Date amortization begins	(c) Amortizable amount	(d) Code section	(e) Amortization period or percentage	(f) Amortization for this year
42 Amortization of costs that begins during your 2007 tax year (see instructions):					
43 Amortization of costs that began before your 2007 tax year				43	
44 Total. Add amounts in column (f). See the instructions for where to report				44	

Passive Activity Loss Limitations

OMB No. 1545-1008

Department of the Treasury
Internal Revenue Service (99)▶ See separate instructions.
▶ Attach to Form 1040 or Form 1041.

2007

Attachment
Sequence No. 88

Name(s) shown on return

Mildred H. Shatto

Identifying number

Part I 2007 Passive Activity Loss

Caution: Complete Worksheets 1, 2, and 3 on page 2 before completing Part I.

Rental Real Estate Activities With Active Participation (For the definition of active participation, see Special Allowance for Rental Real Estate Activities in the instructions.)

1a	Activities with net income (enter the amount from Worksheet 1, column (a))	1a	
1b	Activities with net loss (enter the amount from Worksheet 1, column (b))	1b	(1,265)
1c	Prior years unallowed losses (enter the amount from Worksheet 1, column (c))	1c	()
1d	Combine lines 1a, 1b, and 1c	1d	-1,265

Commercial Revitalization Deductions From Rental Real Estate Activities

2a	Commercial revitalization deductions from Worksheet 2, column (a)	2a	()
2b	Prior year unallowed commercial revitalization deductions from Worksheet 2, column (b)	2b	()
2c	Add lines 2a and 2b	2c	()

All Other Passive Activities

3a	Activities with net income (enter the amount from Worksheet 3, column (a))	3a	
3b	Activities with net loss (enter the amount from Worksheet 3, column (b))	3b	()
3c	Prior years unallowed losses (enter the amount from Worksheet 3, column (c))	3c	()
3d	Combine lines 3a, 3b, and 3c	3d	

4	Combine lines 1d, 2c, and 3d. If the result is net income or zero, all losses are allowed, including any prior year unallowed losses entered on line 1c, 2b, or 3c. Do not complete Form 8582. Report the losses on the forms and schedules normally used.	4	-1,265

If line 4 is a loss and:

- Line 1d is a loss, go to Part II.
- Line 2c is a loss (and line 1d is zero or more), skip Part II and go to Part III.
- Line 3d is a loss (and lines 1d and 2c are zero or more), skip Parts II and III and go to line 15.

Caution: If your filing status is married filing separately and you lived with your spouse at any time during the year, do not complete Part II or Part III. Instead, go to line 15.

Part II Special Allowance for Rental Real Estate Activities With Active Participation

Note: Enter all numbers in Part II as positive amounts. See instructions for an example.

5	Enter the smaller of the loss on line 1d or the loss on line 4	5	1,265
6	Enter \$150,000. If married filing separately, see instructions	6	150,000
7	Enter modified adjusted gross income, but not less than zero (see inst.)	7	102,371
8	Subtract line 7 from line 6	8	47,629
9	Multiply line 8 by 50% (.5). Do not enter more than \$25,000. If married filing separately, see instructions	9	23,815
10	Enter the smaller of line 5 or line 9	10	1,265

If line 2c is a loss, go to Part III. Otherwise, go to line 15.

Part III Special Allowance for Commercial Revitalization Deductions From Rental Real Estate Activities

Note: Enter all numbers in Part III as positive amounts. See the example for Part II in the instructions.

11	Enter \$25,000 reduced by the amount, if any, on line 10. If married filing separately, see instructions	11	
12	Enter the loss from line 4	12	
13	Reduce line 12 by the amount on line 10	13	
14	Enter the smallest of line 2c (treated as a positive amount), line 11, or line 13	14	

Part IV Total Losses Allowed

15	Add the income, if any, on lines 1a and 3a and enter the total	15	
16	Total losses allowed from all passive activities for 2007. Add lines 10, 14, and 15. See instructions to find out how to report the losses on your tax return.	16	1,265

For Paperwork Reduction Act Notice, see the instructions.

Form 8582 (2007)

Form 8582 (2007) Worksheet 1 — For Form 8582, Lines 1a, 1b, and 1c (See the Instructions.)

[illegible]

07_L9858 506

2007 STATE AND LOCAL INCOME TAX REFUND WORKSHEET -- Line 10

Mildred H. Shatto

Publication 526

1. 2006 state and local income tax refund from Form(s) 1099-G (or similar statement)	1.	<u>1,238</u>
2. Amount of state and local income tax paid in 2006 relating to this refund	2.	<u>5,423</u>
3. Amount of state and local income tax paid in 2007 relating to this refund	3.	
4. Total state and local income tax paid relating to line 1 refund. Line 2 plus line 3	4.	<u>5,423</u>
5. Line 3 divided by line 4. Round to 4 decimal places	5.	
6. Line 5 multiplied by line 1. This is the portion of the refund relating to 2007 (reduction on Schedule A, line 5)	6.	<u>0</u>
7. Line 1 less line 6	7.	<u>1,238</u>
8. 2006 Form 1040, line 41 less line 42. If negative, enter as negative. If positive or filed Form 1040A/EZ in prior year, enter zero	8.	<u>0</u>
9. Potentially taxable refund before limitations. Combine lines 7 and 8. If line 8 is zero, do not complete the rest of this worksheet. None of the refund is taxable	9.	<u>1,238</u>
Sales Tax Limitation:		
10. 2006 state and local income tax paid in 2006 (amount from line 2)	10.	<u>5,423</u>
11. 2006 state and local general sales tax that could have been deducted on 2006 Form 1040, Schedule A, line 5	11.	<u>728</u>
12. Sales tax limitation. Line 10 less line 11	12.	<u>4,695</u>
Standard Deduction Limitation:		
13. Taxpayer(s) required to itemize deductions in 2006?	13.	☐ Yes ☒ No
If yes, skip lines 14-17 and enter N/A next to line 18.		
14. Total allowable itemized deductions from 2006 Schedule A, line 28	14.	<u>24,616</u>
15. Allowable standard deductions for 2006 based on 2006 filing status * <u>S</u>	15.	<u>5,150</u>
16. Extra standard deduction for blind/over 65 based on 2006 taxpayer and spouse **	16.	
17. Add lines 15 and 16	17.	<u>5,150</u>
18. Standard deductions limitation. Line 14 less line 17, but not less than zero	18.	<u>19,466</u>
Taxable Refund Limitations Based on Limited 2006 Itemized Deductions, Unused Prior Year Credits, or Prior Year AMT:		
19. 2006 Reduced itemized deductions limitation. Amount from line 30	19.	<u>N/A</u>
20. 2006 Unused prior year credits limitation. Amount from line 33	20.	<u>N/A</u>
21. 2006 AMT in limitation. Amount from line 38	21.	<u>N/A</u>
22. Taxable refund before other adjustment. Lesser of lines 12, 18, 19, 20, and 21.	22.	<u>1,238</u>
23. Other adjustment:	23.	
24. Taxable refund in 2007. Line 22 less line 23	24.	<u>1,238</u>

* S/MFS = \$5,150; MFJ/QW = \$10,300; HOH = \$7,650
 ** MFJ/MFS/QW = \$1,000; S/HOH = \$1,250

Disclosures:

This worksheet only calculates for refunds from the 2006 year received in 2007. The worksheet cannot calculate the taxable portion of state and local income tax refunds received from other tax years or refunds based on amended returns. For these types of refunds, manual calculations and adjustments may be necessary on line 23 of the worksheet.

If multiple credits exist in the return, careful review should be made to ensure an accurate taxable refund calculation. In some cases, manual calculations and adjustments may be necessary on line 23 of the worksheet.

2007 STATE AND LOCAL INCOME TAX REFUND WORKSHEET -- Line 10 (Cont.)

Mildred H. Shatto

Publication 525

Calculations for Unused Credits, Limited Itemized Deductions, and AMT Limitations

25. State and local income tax deducted in 2006	25.	5,423
26. Amount from line 7	26.	
27. Line 25 less line 26. This is the net state and local income taxes (see Pub. 525)	27.	
2006 Reduced Itemized deductions limitation:		
28. Itemized deductions allowed based on line 25 (actual state and local income tax deducted)	28.	
29. Itemized deductions allowed based on line 27 (net state and local income tax deduction)	29.	
30. Line 28 less line 29. This is the limitation based on 2006 reduced itemized deductions. Carry this amount to line 19	30.	
2006 Unused Credits Limitation		
31. Amount from line 27	31.	
32. Smallest 2006 state and local tax deduction for which there is no tax benefit ³	32.	
33. Line 32 less line 31. This is the limitation based on 2006 unused credits. Carry this amount to line 20	33.	
No unused credits in 2006		
2006 AMT Limitation:		
34. Amount from line 27	34.	
35. Smallest 2006 state and local tax deduction for which there is no tax benefit ⁴	35.	
36. Line 35 less line 34. This is the limitation based on 2006 AMT. Carry this amount to line 21	36.	
No AMT in 2006		

³ This amount comes from multiple re-calculations of the return, each time increasing the line 31 amount by one dollar (\$1) and continuing until there are unused tax credits.

⁴ This amount comes from multiple re-calculations of the return, each time increasing the line 34 amount by one dollar (\$1) and continuing until the regular tax equals or is barely greater than the tentative minimum tax.

Disclaimers:

This worksheet only calculates for refunds from the 2006 year received in 2007. The worksheet cannot calculate the taxable portion of state and local income tax refunds received from other tax years or refunds based on amended returns. For these types of refunds, manual calculations and adjustments may be necessary on line 23 of the worksheet.

If multiple credits exist in the return, careful review should be made to ensure an accurate taxable refund calculation. In some cases, manual calculations and adjustments may be necessary on line 23 of the worksheet.

FORM
N-15
(Rev. 2007)STATE OF HAWAII -- DEPARTMENT OF TAXATION
Individual Income Tax Return
NONRESIDENT and PART-YEAR RESIDENT
Calendar Year 2007

OR

MT071

M M D D Y Y

M M D D Y Y

AMENDED Return

Tax Year

thru

FOR OFFICE USE ONLY

Do NOT Submit a Photocopy!!

Place an X in the applicable box(es):

Part-Year Resident

☒ Nonresident

Nonresident Alien or Dual-Status Alien

Your First Name Mildred	M.I. H	Your Last Name Shatto
Spouse's First Name	M.I.	Spouse's Last Name
Care Of (See Instructions)		
Present mailing or home address (Number and street, including Rural Route)		
City, town or post office. Lake Wylie	State SC	Postal/ZIP code 29710-91
If foreign address, enter Province and/or State		Country

IMPORTANT: Complete this section.

Enter the first four letters
of your last name.
Use ALL CAPITAL letters

SHAT

Your Social
Security NumberEnter the first four letters
of your Spouse's last name.
Use ALL CAPITAL lettersSpouse's Social
Security Number

Place an X in the applicable box(es) below.

☐ First Time Filer☐ Address or Name Change

ATTACH A COPY OF YOUR 2007 FEDERAL INCOME TAX RETURN

(Place an X in only ONE box)

- 1 ☒ Single
- 2 ☐ Married filing joint return (even if only one had income).
- 3 ☐ Married filing separate return. Enter spouse's SSN and the first four letters of last name above. Enter spouse's full name here.

- 4 ☐ Head of household (with qualifying person). If the qualifying person is a child but not your dependent, enter the child's full name.

- 5 ☐ Qualifying widow(er) with dependent child. Enter the year your spouse died.

CAUTION: If you can be claimed as a dependent on another person's tax return (such as your parents), DO NOT place an X on line 8a, but be sure to place an X below line 27.

- 6a ☒ Yourself ☒ Age 65 or over } Enter the number of Xs on 6a and 6b 2
- 6b ☐ Spouse Age 65 or over

If you placed an X on 3 and 6b above, see instructions and if your spouse meets the qualifications, place an X here

6c Dependents: and 1. First and last name	If more than 6 dependents use attachment	2. Dependent's social security number	3. Relationship
6d			

Enter number of
your children listed 6cEnter number of
other dependents 6d

6e Total number of exemptions claimed. Add numbers entered in boxes 6a thru 6d above 379

ID No 75

P.243

FORM N-1510

ATTACH COPY 2 OF FORM W-2 HERE
ATTACH CHECK / MONEY ORDER AND FORM N-200V HERE

Your Social Security Number

Your Spouse's SSN



Name(s) as shown on return
Mildred H. Shatto

MT072

If amount is negative (loss), shade the minus (-) in the box.

Col. A -- Total Income

Col. B -- Hawaii Income

7	Wages, salaries, tips, etc. (attach Form(s) W-2)	59748	7	
8	Interest income from the worksheet in the Instructions		8	
9	Ordinary dividends		9	
10	State income tax refund from the worksheet in the Instructions	1238	10	
11	Alimony received		11	
12	Business or farm income or (loss)	8345	12	
13	Capital gain or (loss) from the worksheet in the Instructions		13	
14	Supplemental gains or (losses) (attach Schedule D-1)		14	
15	IRA distributions		15	
16	Pensions and annuities (see Instructions and attach Schedule J, Form N-11/N-15/N-40)	33018	16	
17	Rents, royalties, partnerships, estates, trusts, etc	- 1265	17	- 1265
18	Unemployment compensation (insurance)		18	
19	Other income (state nature and source)		19	
20	Add lines 7 through 19 Total Income ▶	101084	20	- 1265
21	Educator expenses		21	
22	Certain business expenses of reservists, performing artists, and fee-basis government officials		22	
23	IRA deduction		23	
24	Student loan interest deduction from the worksheet in the Instructions		24	
25	Health savings account deduction		25	
26	Moving expenses (attach Form N-139)		26	
27	One-half of self-employment tax	590	27	
28	Self-employed health insurance deduction		28	
29	Self-employed SEP, SIMPLE, and qualified plans		29	
30	Penalty on early withdrawal of savings		30	
31	Alimony paid (Enter name and SS No. of recipient)		31	
32	Payments to an individual housing account		32	

ID No 75

Your Social Security Number

Your Spouse's SSN



Name(s) as shown on return

Mildred H. Shatto

MT073

33	First \$3,631 of military reserve or Hawaii national guard duty pay	33	_____
34	Exceptional trees deduction (attach affidavit (see Instructions))	34	_____
35	Add lines 21 through 34 ... Total Adjustments ▶	35	590
36	Line 20 minus line 35 Adjusted Gross Income ▶	36	100494
			1265
37	Ratio of Hawaii AGI to Total AGI. Divide line 36, Column B, by line 36, Column A (Compute to 3 decimal places & round to 2 decimal places) 37		
	CAUTION: If you can be claimed as a dependent on another person's return, see the Instructions, and place an X here		
38	If you do not itemize deductions, enter zero on line 38 and go to line 40a. Otherwise see the Instructions and enter your Hawaii itemized deductions here.		
38a	Medical and dental expenses (from Worksheet NR-1 or PY-1)	38a	_____
38b	Taxes (from Worksheet NR-2 or PY-2)	38b	4678
38c	Interest expense (from Worksheet NR-3 or PY-3)	38c	6740
38d	Contributions (from Worksheet NR-4 or PY-4) ..	38d	_____
38e	Casualty and theft losses (from Worksheet NR-5 or PY-5)	38e	_____
38f	Miscellaneous deductions (from Worksheet NR-6 or PY-6)	38f	_____
40a	If you checked filing status box: 1 or 3 enter \$2,000; 2 or 5 enter \$4,000; 4 enter \$2,920	40a	_____
40b	Multiply line 40a by the ratio on line 37	40b	_____
41	Line 36, Column B minus line 39 or 40b, whichever applies. (This line MUST be filled in)	41	12683
42a	Multiply \$1,040 by the total number of exemptions claimed on line 8a. If you and/or your spouse are blind, deaf, or disabled, place an X in the applicable box(es) Yourself Spouse and see the Instructions	42a	2080
42b	Multiply line 42a by the ratio on line 37	42b	Prorated Exemption(s) ▶
43	Taxable Income. Line 41 minus line 42b (but not less than zero)	43	Taxable Income ▶
44	Tax. Place an X if from: Tax Table; Tax Rate Schedule; Form N-168; Form N-615; or Capital Gains Tax Worksheet in the Instructions.	44	_____
	(Place an X if tax from Forms N-2, N-102, N-152, N-312, N-318, N-238, N-405, N-588, or N-814 is included.)	44	Tax ▶
	If tax is from the Capital Gains Tax Worksheet, enter the net capital gain from line 14 of that worksheet ..	44a	_____
45	Total nonrefundable tax credits (attach Schedule CR)	45	_____
46	Line 44 minus line 45 (but not less than zero)	46	Balance ▶
47	Hawaii State income tax withheld (attach W-2e) (see Instructions for other attachments)	47	_____
48	2007 estimated tax payments on Forms N-1 ; N-288A ..	48	_____
49	Amount of estimated tax applied from 2006 return ..	49	_____
50	Amount paid with extension(s)	50	_____

TOTAL ITEMIZED DEDUCTIONS
39 If line 36, Column B is more than \$100,000 (\$50,000 for married filing separately), see the worksheet in the Instructions. If not, add lines 38a through 38f. Enter total here and go to line 41.
11418

Prorated Surplus Deduction

Your Social Security Number

Your Spouse's SSN

Name(s) as shown on return
Mildred H. Shatto

MT074

- 51 Low-Income Refundable Tax Credit
(attach Schedule X) DHS, etc. exemptions 51
- 52 Credit for Low-Income Household
Renters (attach Schedule X) 52
- 53 Credit for Child and Dependent Care
Expenses (attach Schedule X) 53
- 54 Credit for Child Passenger Restraint
System(s) (attach a copy of the invoice) 54
- 55 Credit for General Income Tax
(see Inst.) Federal AGI 100,516... 55
- 56 Total refundable tax credits from
Schedule CR (attach Schedule CR) 56

57 Add lines 47 through 56. Total Payments and Credits ▶ 57

58 If line 57 is larger than line 46, enter the amount OVERPAID (line 57 minus line 46) 58

59 Contributions to (See Instructions): Yourself Spouse

59a Hawaii Schools Repairs and Maintenance Fund \$2 \$2

59b Hawaii Public Libraries Fund \$2 \$2

59c Domestic Violence / Child Abuse and Neglect Funds \$5 \$5

60 Add the amounts of the Xs on lines 59a through 59c and enter the total here 60

61 Line 58 minus line 60 61

62 Amount of line 61 to be applied to
your 2008 ESTIMATED TAX 6263 Amount to be REFUNDED TO YOU (line 61 minus line 62) if filing late,
see Instructions 6364 AMOUNT YOU OWE (line 46 minus line 57). Send Form N-200V with your payment.
Make check or money order payable to the "Hawaii State Tax Collector" 6465 Estimated tax penalty. (See Instructions.) Do not include this amount in line 58
or 64. Place an X in this box if Form N-210 is attached ▶ 65

66 AMENDED RETURN ONLY -- Amount paid (overpaid) on original return. (See Instructions) 66

67 AMENDED RETURN ONLY -- Balance due (refund) with amended return. (See Instructions) 67

68 If you would like us to mail you a packet of forms for next year's filing, please place an X in this box

If designating another person to discuss this return with the Hawaii Department of Taxation, complete the following. This is not a full power of attorney. See the Instructions.

Designee's name ▶

Phone no. ▶

Identification number ▶

**HAWAII ELECTION
CAMPAIGN FUND**Do you want \$2 to go to the Hawaii Election Campaign Fund? Yes ☒ No

If joint return, does your spouse want \$2 to go to the fund? Yes No

Note: Placing an X in "Yes" box will not increase your tax or reduce your refund.

DECLARATION -- I declare, under the penalties set forth in section 231-36, HRS, that this return (including accompanying schedules or statements) has been examined by me and, to the best of my knowledge and belief, is a true, correct, and complete return, made in good faith, for the taxable year stated, pursuant to the Hawaii Income Tax Law, Chapter 235, HRS.

Your signature

Date

Your occupation

Daytime Phone No.

8036315711

Spouse's signature (if filing jointly, BOTH must sign)

Date

Spouse's occupation

Paid
Preparer's
InformationPreparer's
Signature ▶

Date

Check if self-
employed ▶Preparer's Identification number
119-54-5323

Print

Preparer's Name ▶ Lynn Sherrill

Federal E. I. No. ▶ 86-1085993

Firm's name (or yours
if self-employed) ▶Lake Wylie Tax Service
4559 Charlotte Highway

Phone No. ▶ 803-831-6700

Individual Income Tax Return 2007
 North Carolina Department of Revenue

For calendar year 2007, or fiscal year beginning

and ending

MILDRED H. SHATTO

LAKE WYLIE SC 29710-9108 FOREIGN

Filing Status Year spouse died:

- ☒ 1. Single
☐ 2. Married Filing Jointly
☐ 3. Married Filing Separately
☐ 4. Head of Household
☐ 5. Widow(er) with Dependent Child

☐ Select box if you or your spouse were out of the country on April 15 and a U.S. citizen or resident.
☐ Select box if return is filed and signed by Executor or Administrator.

Your SSN:
 Spouse's SSN:

Number of Exemptions Claimed: 01

☐ Return for deceased taxpayer
 Date of death:
☐ Return for deceased spouse
 Date of death:

Select box if you or your spouse were a nonresident of NC for the entire year.
 Select box if you or your spouse moved into or out of NC during the year.

You Spouse
☒ ☐

NC Public Campaign Fund

Select 'Yes' if you want to designate \$3 of taxes to this special Fund for voter education materials and for candidates who accept spending limits. Selecting 'Yes' does not change your tax or refund.

You ☐ Yes ☒ No
 Your Spouse ☐ Yes ☐ No

NC Political Parties Financing Fund

Select appropriate box if you want to designate \$3 to this fund. Your tax remains the same whether or not you make a designation.

You Your Spouse
☐ Democratic ☐ Democratic
☐ Republican ☐ Republican
☐ Unspecified ☐ Unspecified

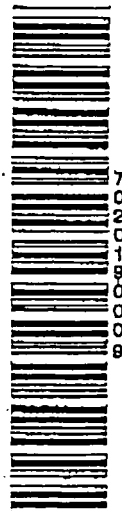
For Computer Use Only

FS	1	EX	01	PP	Y	DT	N	DS	N	OC	N	EA	N
Shat	120		29710			NRT	N	NRS	N	PYT	N	PYS	N
MILDRED				H	SHATTO					PCT	N	PFT	0

LAKE WYLIE

SC 29710

AGI	100516	20C		0	30		3750	42		0
06	80467	20D		0	32		3940	43		0
07	5340	22A		0	33		3940	44		0
09	1260	22C		0	34		1400	45		0
15	0	EU			35		0	46		0
17	0	23		0	36		0	47		0
19A	3940	25		0	37		0	49	59748	
19B	0	26		0	39		1238	50	99846	
20A	0	28		527	40		22			
20B	0	29		16649	41		0			
TN	8036315711	PN	8038316700	PP	861085993					



NCDOR Use Only

Sign Return Below

☒ Refund Due

527

Payment Due

I certify that, to the best of my knowledge, this return is accurate and complete.

Your Signature

Date

Spouse's Signature (if filing joint return, both must sign.) Date
 (803) 631-5711

Home Telephone Number (Include area code)

If prepared by a person other than taxpayer, this certification is based on all information of which the preparer has any knowledge.

Paid Preparer's Signature

Date

86-1085993

803-831-6700

Paid Preparer's FEIN, SSN, or PTIN

Paid Preparer's Telephone No.

If you ARE NOT due a refund, mail return, any payment, and Form D-400V to: NCDOR, P.O. Box 25000, Raleigh, N.C. 27640-0540

If REFUND mail to: NCDOR, P.O. Box R, Raleigh, N.C. 27634-0001

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D-400 Line-by-Line Information

AGI Federal Adjusted Gross Income	AGI	100516
6. Taxable Income from Federal Return	6.	80467
7. Additions to Federal Taxable Income	7.	5340
8. Add Lines 6 and 7	8.	85807
9. Deductions from Federal Taxable Income	9.	1260
10. Line 8 minus Line 9	10.	84547
11. Same as Line 10	11.	84547
12. Part-year residents and nonresidents	12.	0.5984
13. N.C. Taxable Income	13.	50593
14. N.C. Income Tax	14.	3413
15. Tax Credits	15.	0
16. Line 14 minus Line 15	16.	3413
17. Consumer Use Tax	17.	0
18. Add Lines 16 and 17	18.	3413

North Carolina Income Tax Withheld

19a. Your Income Tax Withheld	19a.	3940
19b. Spouse's Income Tax Withheld	19b.	0

Other Tax Payments

20a. 2007 Estimated Tax	20a.	0
20b. Paid with Extension	20b.	0
20c. Partnership	20c.	0
20d. S Corporation	20d.	0
21. Add Lines 19a through 20d	21.	3940
22a. If Line 18 is more than Line 21, subtract and enter the result	22a.	0
22b. Penalties and Interest	22b.	0
EU Exception to underpayment of estimated tax	EU	
22c. Interest on the underpayment of estimated income tax	22c.	0
23. Pay this Amount	23.	0
24. If Line 18 is less than Line 21, subtract and enter the result	24.	527

Amount of Refund to Apply to:

25. Amount of Line 24 to be applied to 2008 Estimated Income Tax	25.	0
26. N.C. Nongame and Endangered Wildlife Fund	26.	0
27. Add Lines 25 and 26	27.	0
28. Amount to be Refunded	28.	527

Additions to Federal Taxable Income

29. Itemized deductions or standard deduction from your federal return	29.	16649
30. N.C. standard deduction		
Single \$3,000; Head of household \$4,400; Qualifying widow(er) \$6,000; Married filing jointly \$6,000; Married filing separately: If your spouse does NOT claim itemized deductions \$3,000; If your spouse claims itemized deductions \$0		
NOTE: If 65 or older or blind or if someone can claim you as a dependent, see worksheet.	30.	3750
31. Line 29 minus 30 -- Amount cannot be less than zero	31.	12899
32. State, local, and foreign income taxes or general sales taxes	32.	3940
33. If standard deduction, enter amount from Line 31. If itemizing, enter Line 31 or 32, whichever is less.	33.	3940
34. Personal exemption adjustment	34.	1400
35. Interest income from other states	35.	0
36. Adjustment for domestic production activities (See instructions)	36.	0
37. Other federal taxable income additions	37.	0
38. Total additions	38.	5340

Deductions from Federal Taxable Income

39. State or local income tax refund	39.	1238
40. Interest income from obligations of US or US' possessions	40.	22
41. Social Security and Railroad Retirement Benefits	41.	0
42. Bailey settlement retirement benefits	42.	0
43. Other retirement benefits	43.	0
44. Severance wages	44.	0
45. Adjustment for additional first-year depreciation added back in 2002, 2003, and 2004 (See instructions)	45.	0
46. Contributions to North Carolina's National College Savings Program (NC 529 Plan) (See instructions)	46.	0
47. Other federal taxable income deductions	47.	0
48. Total deductions	48.	1260

Part-Year Residents and Nonresidents

49. All income while a part-year NC resident and NC source income while a nonresident	49.	59748
50. Total income from all sources	50.	99846
51. Divide Line 49 by Line 50	51.	0.5984

N.C. Residency Dates for Part-Year Residents

	Beginning	Ending
Taxpayer:		
Spouse:		

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Do not write in this space -- OFFICE USE

SC 1040

(Rev. 8/27/07) 3075

SOUTH CAROLINA INDIVIDUAL INCOME TAX RETURN 2007

For the year January 1 - December 31, 2007, or fiscal tax year beginning

2007 and ending

2008

Print Your first name and Initial Mildred H.	(Sr, Jr, 2nd, 3rd, 4th)	Last name Shatto	Check if Deceased ☐	Your Social Security number
Spouse's first name and Initial, if married filing jointly	Spouse's last name		Check if Deceased ☐	Spouse's Social Security number
Check if new address ☐	Present mailing address (number and street, Apt. No or P. O. Box)		County code 46	Do not write in this space -- OFFICE USE
City, state and ZIP code Lake Wylie SC 29710-9108		Area Code 803	Daytime telephone 631-5711	

For Office Use Only

Check this box if you are filing SC Schedule NR (Part year/Nonresident) ☐

Check this box if you have filed a federal or state extension ☐

Check this box if filing a composite return for partnership or "S" corporation ☐

CHECK YOUR (1) ☒ Single (3) ☐ Married filing separately. Enter spouse's SSN here: _____

FEDERAL FILING STATUS (2) ☐ Married filing jointly (4) ☐ Head-of-household (5) ☐ Widow(er) with dependent child

Federal Exemptions: Enter the number of exemptions from line 6 (d) of your 2007 federal return. **1**

How many of the exemptions listed above were under the age of 6 years on December 31, 2007? **1**

Enter the number of taxpayers age 65 or older, as of December 31, 2007. **1**

1 Enter Federal taxable income from your fed. Form 1040, line 43; 1040A, line 27; or 1040EZ, line 6. If zero or less, enter zero here.

STOP! Resident filers complete lines 32 through 54. Nonresident filers complete Schedule NR and enter total from line 49 on line 5 below.

2 TOTAL ADDITIONS. Enter amount from line 37. **80,467 00**

3 Add lines 1 and 2. Enter total here. **3,940 00**

4 TOTAL SUBTRACTIONS. Enter amount from line 54. **84,407 00**

5 South Carolina INCOME SUBJECT TO TAX. Residents subtract line 4 from line 3 and enter the difference. Nonresidents enter amount from Schedule NR, line 49. If less than zero, enter zero. **16,260 00**

6 TAX: Enter tax from SOUTH CAROLINA tax tables. **4,323 00**

7 TAX on Lump Sum Distribution (Attach SC4872) **00**

8 TAX on Active Trade or Business Income (Attach I-335) **00**

9 TAX on Excess Withdrawals from Catastrophe Savings Accounts **00**

10 TOTAL South Carolina tax. Add lines 6, 7, 8 and 9. Enter the total. **4,323 00**

11 Child and Dependent Care (See Instructions) **00**

12 Two Wage Earner Credit (See Instructions) **00**

13 Other Non-refundable Credits (Attach SC1040TC) **2,297 00**

14 TOTAL Non-refundable Credits. Add lines 11 through 13 and enter the total. **2,297 00**

15 SUBTRACT line 14 from line 10. Enter the difference BUT NOT LESS THAN ZERO. **2,026 00**

16 SC INCOME TAX WITHHELD (Attach W-2/SC41) **0 00**

20 Other SC Withholding (Attach Form 1089) **00**

17 2007 Est. Tax Payments **00**

18 Amt. Paid with extension **00**

19 NR sale of real estate **00**

21 Tuition Tax Credit (Attach I-319) **00**

22 Other Refundable Credit (Attach I-333 or I-334) **00**

23 ADD lines 16 through 22 and enter the total. **0 00**

24 If line 23 is LARGER than line 15, subtract line 15 from line 23 and enter the OVERPAYMENT. **00**

25 If line 15 is LARGER than line 23, subtract line 23 from line 15 and enter the AMOUNT DUE. **2,026 00**

26 USE TAX (Due on Out-of-state Purchases. See Instructions) **00**

27 Amount of line 24 to be credited to your 2008 ESTIMATED TAX. **00**

28 Total Contributions for Check-offs (Attach I-330) **00**

29 ADD lines 26 through 28 and enter the total. **00**

30 NET REFUND: If line 29 is larger than line 24, go to line 31. Otherwise, subtract line 29 from line 24 and enter the AMOUNT TO BE REFUNDED TO YOU. **00**

31 NET DUE: ADD lines 25 and 29 and, if applicable, penalty amount. If line 29 is larger than line 24, subtract line 24 from line 29. Enter the AMOUNT YOU OWE. If subject to penalty for Underpayment of Estimated Tax, attach SC2210. (See Instructions)

Penalty \$ **92**

31 BALANCE DUE **2,118 00**

Staple a check or money order for the full amount payable to "SC Department of Revenue." Write your Social Security number and "2007 SC1040" on the payment.

07 SC1 TWF 22075A Copyright Forms (Software Only) - 2007 TW

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STOP!

Resident filers complete lines 32 through 54.

Nonresident filers complete Schedule NR. Do not complete lines 32 through 54.

PART 1 ADDITIONS TO FEDERAL TAXABLE INCOME

			Dollars	Cents
32	State tax addback, if itemizing on federal return (See instructions)	32	3,940	00
33	Out-of-state losses -- (See instructions)	33		00
34	Expenses related to National Guard and Military Reserve income.	34		00
35	Interest income on obligations of states and political subdivisions other than South Carolina.	35		00
36	Other additions to income. Attach an explanation (See instructions)	36		00
37	TOTAL ADDITIONS -- add lines 32 through 36 and enter your total additions to income here and on line 2.		3,940	00

PART 2 SUBTRACTIONS FROM FEDERAL TAXABLE INCOME

38	State tax refund, if included on line 10, on your federal Form 1040.	38	1,238	00
39	Total and permanent disability retirement income, if taxed on your fed. return.	39		00
40	Out-of-state income/gain -- Do not include personal service income. (See instructions.)	40		00
41	44% of net capital gains held for more than one year (See instructions)	41		00
42	Volunteer Firefighter/Rescue Squad Worker/Volunteer HAZMAT Team Member/Reserve Police Officer/DNR Deputy Enforcement Officer/State Guard Member deduction. (See inst.)	42		00
43	Contributions to the SC Tuition Prepayment Program or the SC College Investment Program. (See instructions)	43		00
44	Active Trade or Business Income Deduction (See instructions)	44		00
45	Interest income from obligations of the US government.	45	22	00
46	National Guard or Reserve annual training and drill pay. (See instructions)	46		00
47	Social Security and/or railroad retirement, if taxed on your federal return.	47		00
48	Caution: Retirement Deduction -- (See instructions)			
	a) Taxpayer: Date of Birth <u>11-12-1942</u>	48a	10,000	00
	b) Spouse: Date of Birth _____	48b		00
	c) Surviving Spouse: Date of Birth of Deceased Spouse _____	48c		00
49	Age 65 and older deduction -- (See instructions)			
	a) Taxpayer: Date of Birth <u>11-12-1942</u>	49a	5,000	00
	b) Spouse: Date of Birth _____	49b		00
50	Negative amount of federal taxable income.	50		00
51	Subsistence Allowance _____ days @ \$8.00	51		00
52	Dependents under the age of 6 years on December 31, 2007.			
	Date of Birth _____ SSN _____			
	Date of Birth _____ SSN _____	52		00
53	Other subtractions. (See instructions)	53		00
54	TOTAL SUBTRACTIONS -- add lines 38 through 53 and enter the total here and on line 4.		16,260	00

I declare that this return and all attachments are true, correct and complete to the best of my knowledge and belief.

Your Signature	Date	Spouse's Signature (if jointly, BOTH must sign)

I authorize the Director of the Department of Revenue or delegate to discuss this return, attachments and related tax matters with the preparer.	Yes ☐ No ☒	Preparer's Printed Name Lynn Sherrill

If prepared by a person other than taxpayer, his declaration is based on all information of which he has any knowledge.

Paid	Prepared by	Date	Address
Preparer's Use Only	119-54-5323	803-831-6700	4559 Charlotte Highway
	El Number	Phone Number	Lake Wylie SC 29710
			City State Zip

ATTACH A COMPLETE COPY OF YOUR FEDERAL RETURN ONLY IF you have income and/or (loss) on federal Schedules C, D, E, F or filed a SC Schedule NR, SC1040TC, I-319 or I-335.

07 SC2 TWF 22075A

MAIL RETURN TO THE PROPER ADDRESS:

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REFUNDS OR ZERO TAX:
SC1040 PROCESSING CENTER
P.O. BOX 101100
COLUMBIA SC 29211-0100

BALANCE DUE:
TAXABLE PROCESSING CENTER
P.O. BOX 101105
COLUMBIA SC 29211-0105

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P.250

1043

STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE
2007 TAX CREDITS

SC1040TC

(Rev. 10/2/07)

3913

NAME

YOUR SOCIAL SECURITY NO.

Mildred H. Shatto

These credits are computed on separate forms. Attach the appropriate form(s) to this schedule for the credit you are claiming. Credits may be disallowed if necessary schedules are not attached to your return.

07 SCTC1 TWF 22118 Copyright Forms (Software Only) - 2007 TW

1. Total Credit for taxes paid to another state (Attach SC1040TC worksheet for each state)	1. ▶	2,297 .00
2. Carryover of unused qualified credits	2. ▶	.00
3. Nurelmg Home Credit	3. ▶	.00
4. New Jobs Credit	4. ▶	.00
5. Alternative Motor Vehicle Credit	5. ▶	.00

For lines 6-15, enter credit description and associated code from the following information, along with the dollar amount of credit claimed.

Credit Title	Code	AMOUNT
6. _____	6. ▶ _____	\$ _____ .00
7. _____	7. ▶ _____	\$ _____ .00
8. _____	8. ▶ _____	\$ _____ .00
9. _____	9. ▶ _____	\$ _____ .00
10. _____	10. ▶ _____	\$ _____ .00
11. _____	11. ▶ _____	\$ _____ .00
12. _____	12. ▶ _____	\$ _____ .00
13. _____	13. ▶ _____	\$ _____ .00
14. _____	14. ▶ _____	\$ _____ .00
15. _____	15. ▶ _____	\$ _____ .00
16. Total Nonrefundable Tax Credits. Add amounts from lines 1-15	16. ▶	\$ 2,297 .00
17. Enter the tax from SC1040, line 10	17. ▶	\$ 4,323 .00
18. Enter the lesser of line 16 or 17. Also, enter this amount on the SC 1040, line 13. If filing a Fiduciary Income tax return, enter this amount on SC 1041, line 10.	18. ▶	\$ 2,297 .00

SC 1040 Filers: Attach this form and a complete copy of your federal return to your SC1040. If claiming credit for taxes paid to another state, also include a copy of each of the other state's tax return.

SC 1041 or SC1065 Filers: Attach this form to your Fiduciary Income tax return SC1041 or your Partnership return of Income SC1065.

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STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE
SC1040TC Worksheet
Credit for Taxes Paid to Another State

SC1040TC
(Rev. 10/2/07)
3434
2007

South Carolina Residents/Part Year Residents Only. Complete a separate worksheet for each state. See SC1040TC Instructions.

Enter name of state

NC

- 1 Enter amount of income from line E of worksheet from instructions 1
- 2 The portion of line 1 above which was taxed by another state. (See line 2 instructions) 2
- 3 Percentage. (Divide the amount on line 2 by the amount on line 1, not to exceed 100%.
Carry the percentage to the second decimal place.) 3
- 4 Amount of South Carolina Tax from SC1040, line 10. 4
- 5 Tentative credit. (Percentage on line 3 times the amount on line 4.) 5
- 6 Net amount of tax calculated as due the other state on the income shown on line 2.
(See line 6 instructions) (Do not use withholding amounts from your other state's W-2s.) 6
- 7 Allowable credit. Enter the lesser of the tax on line 5 or line 6. Also enter this amount on SC1040TC, line 1. (If more
than one worksheet is needed, total all amounts from line 7 of each worksheet and enter on SC1040TC, line 1) . . . 7

Dollars	Cents
112,462	00
59,748	00
53.13	%
4,323	00
2,297	00
3,269	00
2,297	00

SC1040TC Worksheet
Credit for Taxes Paid to Another State

South Carolina Residents/Part Year Residents Only. Complete a separate worksheet for each state. See SC1040TC Instructions.

Enter name of state

- 1 Enter amount of income from line E of worksheet from instructions 1
- 2 The portion of line 1 above which was taxed by another state. (See line 2 instructions) 2
- 3 Percentage. (Divide the amount on line 2 by the amount on line 1, not to exceed 100%.
Carry the percentage to the second decimal place.) 3
- 4 Amount of South Carolina Tax from SC1040, line 10. 4
- 5 Tentative credit. (Percentage on line 3 times the amount on line 4.) 5
- 6 Net amount of tax calculated as due the other state on the income shown on line 2.
(See line 6 instructions) (Do not use withholding amounts from your other state's W-2s.) 6
- 7 Allowable credit. Enter the lesser of the tax on line 5 or line 6. Also enter this amount on SC1040TC, line 1. (If more
than one worksheet is needed, total all amounts from line 7 of each worksheet and enter on SC1040TC, line 1) . . . 7

Dollars	Cents
	00
	00
	%
	00
	00
	00
	00

1043

STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE

UNDERPAYMENT OF ESTIMATED TAX
BY INDIVIDUALS

SC2210

(Rev. 1/8/08)
3098

2007

► Attach to SC1040 or SC1041

Name(s) as shown on SC1040 or SC1041

Social Security Number

Mildred H. Shatto

Do You Have To File SC2210?

Complete lines 1 through 6 below. Is line 6 less than \$100?

Yes → Do not file SC2210. You do not owe a penalty.

No

Complete lines 7 and 8 below. Is line 6 equal to or more than line 8?

Yes → You do not owe a penalty. Do not file SC2210 (but if box E applies, you must file page 1 of SC2210).

No

You may owe a penalty. Does any box in Part II below apply?

Yes → You must file SC2210. Does box B, C, or D apply?

No → You are not required to figure your penalty because the Department will figure it and send you a bill for any unpaid amount. If you want to figure it, you may use Part III or IV as a worksheet and enter your penalty amount on your tax return, but do not file SC2210.

Yes → You must figure your penalty.

You are not required to figure your penalty because the Department will figure it and send you a bill for any unpaid amount. If you want to figure it, you may use Part III or Part IV as a worksheet and enter your penalty amount on your tax return, but file only page 1 of SC2210.

07 SC22101 TWF 2/8/02 Copyright Forms (Software Only) - 2007 TW

Part I Required Annual Payment

1	Enter your 2007 tax after credits from SC1040, line 15 or SC1041, line 13	1	2,026
2	Enter total of refundable credits from SC1040, lines 21 and 22	2	
3	Current year tax. Subtract line 2 from line 1. If less than \$100, you do not owe a penalty. Do not file SC2210	3	2,026
4	Multiply line 3 by 90% (.90)	4	1,823
5	Withholding taxes. Add SC1040, lines 16, 19, and 20. Do not include any estimated tax payments or amounts paid with request for extension on this line	5	
6	Subtract line 5 from line 3. If the result is less than \$100, do not file SC2210	6	2,026
7	Enter the tax shown on your 2006 tax return (110% of that amount if the adjusted gross income shown on that return is more than \$150,000, or, if married filing separately for 2007, more than \$75,000)	7	3,516
8	Required annual payment. (Enter the smaller of line 4 or line 7)	8	1,823

Next: Is line 8 more than line 5?

☐ No. You do not owe a penalty. Do not file SC2210 unless box E below applies.

☒ Yes. You may owe a penalty, but do not file SC2210 unless one or more boxes in Part II below applies.

- If box B, C, or D applies, you must figure your penalty and file SC2210
- If only box A or E (or both) applies, file only page 1 of SC2210. You are not required to figure your penalty; the Department will figure it and send you a bill for any unpaid amount. If you want to figure your penalty, you may use Part III or IV as a worksheet and enter your penalty on your tax return, but file only page 1 of SC2210.

Part III Reasons For Filing — Check applicable boxes. If none apply, do not file SC2210.

- A ☐ You request a waiver (see instructions for waiver of penalty) of your entire penalty. You must check this box and file page 1 of SC2210, but you are not required to figure your penalty.
- B ☐ You request a waiver (see instructions for waiver of penalty) of part of your penalty. You must figure your penalty and waiver amount and file SC2210.
- C ☐ Your income varied during the year and your penalty is reduced or eliminated when figured using the Annualized Income Installment Method. (see instructions). Complete federal Schedule AI for South Carolina purposes and file SC2210.
- D ☐ Your penalty is lower when figured by treating the South Carolina income tax withheld from your wages as paid on the dates it was actually withheld, instead of in equal amounts on the payment due dates. You must figure your penalty and file SC2210.
- E ☐ You filed or are filing a joint return for either 2006 or 2007, but not for both years, and line 7 above is smaller than line 4 above. You must file page 1 of SC2210, but you are not required to figure your penalty (unless box B, C, or D applies).

Part IV Short Method

You may use the short method if:

- You made no estimated tax payments (or your only payments were South Carolina income tax withheld) or
- You paid estimated tax in equal amounts on your due dates.

You must use the regular method (Part IV) instead of the short method if:

- You made any estimated tax payments late, or
- You checked box C or D in Part II.

Note: If any payment was made earlier than the due date, you may use the short method, but using it may cause you to pay a larger penalty than the regular method. If the payment was only a few days early, the difference is likely to be small.

9	Enter the amount from SC2210, line 8	9	1,823
10	Enter the amount, if any, from SC2210, line 5	10	
11	Enter the total amount, if any, of estimated tax payments you made	11	
12	Add lines 10 and 11	12	
13	Total underpayment for year. Subtract line 12 from line 9. If zero or less, stop here; you do not owe the penalty. Do not file SC2210 unless you checked box E in Part II	13	1,823
14	Multiply line 13 by .05057 and enter result	14	92
15	• If the amount on line 13 was paid on or after 4/15/2008, enter -0-. • If the amount on line 13 was paid before 4/15/2008, make the following computation to find the amount to enter on line 15.		
	Amount on line 13 X Number of days paid before 4/15/08 X .00019	15	
16	Penalty. Subtract line 15 from line 14. Enter the result here and in the space provided on the tax return. If you owe tax, add penalty to tax and show the total on SC1040, line 31 or SC1041, line 18. If you are due a refund, subtract penalty from overpayment and show amount on SC1040, line 30 or SC1041, line 21	16	92

Staff Care®

The Leader in Locum Tenens Staffing

Dear MILDRED (DEE DEE) SHATTO, CRNA,

Thank you for your association with Staff Care and offering your services to MCLEOD PHYSICIAN ASSOCIATES. Please be assured your protection is our greatest concern and, therefore, during the course of your assignment you will be covered under Staff Care's professional liability insurance policy with Everest National Insurance Co. Everest is rated A+ by A.M. Best and AA- by Standard & Poor's.

It is important that upon arrival to the assignment you acquaint yourself with the clinic/hospital's policies and/or bylaws regarding disclosure/reporting of unanticipated outcomes (JCAHO Patient Safety Standards 07/01). Attached is a Precautionary Notice Form that should also be used to report to Staff Care any unanticipated outcome that could lead to a medical malpractice suit. At a minimum the form should be completed upon the following:

- Untimely Death
- Paralysis, paraplegia, quadriplegia, spinal cord injury, nerve injury, or neurological defect
- Brain damage
- Total or partial loss of a limb
- Loss of or impairment of sensory organ or reproductive organ
- Substantial disability or disfigurement

The form should be completed legibly (printed or typed) and faxed to Rachel Cain's attention at 972-983-0243. Please contact Rachel Cain immediately if you are noticed for peer review, a deposition, etc. so that Staff Care may provide you with legal counsel if necessary. Should you receive a legal complaint naming you as a party to a medical malpractice suit, a written notice of intent to file a suit or to arbitrate against you, or a written demand for compensation relating to services you performed, it is very important that you contact Rachel Cain immediately so that the insurance carrier can be placed on notice. Keep in mind that failure to promptly notify Rachel Cain could result in you being in default with the court as there are laws that govern the time allowed to file an answer.

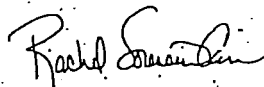
Staff Care's ability to afford providers with premier professional liability insurance directly correlates to our exemplary performance with losses. Research has shown that risk is no longer forecasted by illness complexity or a provider's technical skills. Rather, it is related to the provider and/or staff's inability or unwillingness to communicate effectively with patients and each other. To this end, Staff Care relies heavily on client feedback regarding providers' rapport and communication skills with patients and staff as well as providers' feedback regarding site conditions, compliance with laws and standards, staff's rapport with patients and each other, and overall patient satisfaction. If you feel you have been placed in an unsuitable work environment, you are encouraged to notify your Account Representative promptly so that necessary adjustments can be made.

Please do not hesitate to call Rachel Cain or me at 800-685-2272 if you have any questions regarding your professional liability insurance coverage or if you have any risk management concerns. Thank you again for offering your services to MCLEOD PHYSICIAN ASSOCIATES.

Sincerely,



Kim Anderson
Executive Director, Risk Management



Rachel Cain
Risk Manager

Staff Care®

The Leader in Locum-Tenens Staffing

October 24, 2007

MILDRED SHATTO, CRNA

LAKE WYLIE, SC 29710

Dear MILDRED SHATTO:

Please find the information you will need for your assignment at MC LEOD REGIONAL MEDICAL CENTER - FLORENCE, SC during 11/5/2007 - 2/1/2008. I have also included required forms that you will utilize while on assignment for Staff Care, Inc. Make copies of these documents as needed and forward each to my attention by fax when necessary.

PROVIDER INVOICE:

For accurate malpractice documentation, your Provider Invoice MUST be:

- Complete
- Signed by you
- Signed by a Client Representative
(I cannot present your Provider Invoice for payment without this signature)
- Surgery and/or ER hours clearly documented (if applicable)

PLEASE NOTE:

The Remit Payment To address on your Provider Invoice is where your paycheck/paystub will be mailed or FedEx'd. Please ensure that this information is accurate and legible.

Provider Invoices must be received no later than the 1st and 16th of every month to ensure that you will be paid on the scheduled check run. Please fax your Provider Invoice to 469-524-1590. Provider Invoices received after the due date will incur an additional 2 week delay in payment.

For this assignment, you will need to fax 7 Provider Invoices. Please see the following schedule:

#	Days Worked During	Provider Invoice Due to Staff Care via Fax	Pay Period	Pay Check/Stub Mailed to You
1.	November 1-15, 2007	On or before Friday, November 16 th	November 1-15	November 30, 2007
2.	November 16-30, 2007	On or before Saturday, December 1 st	November 16-30	December 17, 2007
3.	December 1-15, 2007	On or before Sunday, December 16 th	December 1-15	December 31, 2007
4.	December 16-31, 2007	On or before Tuesday, January 1 st	December 16-31	January 15, 2008
5.	January 1-15, 2008	On or before Wednesday, January 16 th	January 1-15	January 31, 2008
6.	January 16-31, 2008	On or before Friday, February 1 st	January 16-31	February 15, 2008
7.	February 1-15, 2008	On or before Saturday, February 16 th	February 1-15	February 29, 2008

EXPENSE REPAYMENT:

Expense Repayment Forms should be utilized only when approved expenses occur. These are also due on or before the 1st and 16th of every month. Please fax your Expense Repayment Forms to 972-983-0253.

All expenses, other than mileage, must be submitted with receipts within fifteen days of the occurrence of the expense, or within fifteen days of assignment completion; whichever comes first. Staff Care must approve all expense repayments and under no circumstances is Staff Care liable to reimburse any expense that the Client refuses to pay. See "EXPENSE REPAYMENT POLICY" for a list of approved expenses.

PRECAUTIONARY NOTICE FORM:

This form should be used to report any unanticipated patient outcome that could lead to a malpractice suit. It is imperative that the form be completed upon the following:

- Untimely Death
- Paralysis, paraplegia, quadriplegia, spinal cord injury, nerve injury, or neurological defect
- Brain damage
- Total or partial loss of a limb
- Loss of or impairment of sensory organ or reproductive organ
- Substantial disability or disfigurement

Please contact Rachel Cain, Risk Manager or Kim Anderson, Executive Director of Risk Management, should you need to use this form.

CAR RENTAL:

Enclosed is your Hertz Car Rental itinerary. Present this itinerary to the rental car agent. DO NOT PRESENT YOUR CREDIT CARD. The rental car agent should use this itinerary to pull up Staff Care's direct bill account.

- (1) DO NOT ASK FOR INSURANCE - LDW (Covers damage to the rental vehicle) & Liability (Covers passengers and third party property) is included. Any other coverage is optional and at your expense.
- (2) SIGN AN EXTENDED AGREEMENT - this is necessary if your assignment causes you to need the rental car longer than 30 days and enables you to simply call in your mileage every 30 days instead of taking your car in.
- (3) UPGRADES - If you choose to upgrade to a different vehicle where the rate is more than the vehicle reserved, any cost difference as a result of the change will be your responsibility.
- (4) ADDITIONAL DRIVERS - If you require additional drivers, they may be added at the counter. Applicable charges will be your responsibility and will be deducted from your paycheck.
- (5) FUEL RESPONSIBILITY - It is your responsibility to return the rental vehicle with a full tank of gas. Any additional fuel charges will be your responsibility and will be deducted from your paycheck.
- (6) We do not authorize any change in this reservation without notification and approval by Staff Care, Inc.
- (7) See attached "RENTAL CAR AGREEMENT" for further details.

HOTEL LODGING:

Best Western Inn
1808 Lucas St.
Florence, SC 29501
(843) 678-9292

Check In: Nov 4, 2007
Check Out: Feb 9, 2007
Arrangements to check out each Friday and back in each Sunday
Confirmation #: 91294

Important Notice:

We have guaranteed your room for late arrival. If you are unable to check in to the lodging facility on the "Check In" date noted above and you are unable to reach a member of SCI to cancel your reservation at (Pager#) 888-263-5417, please call the hotel directly and cancel or re-book your reservation (if needed). Failure to cancel your reservation may result in a No-Show Fee. If we are unable to have this fee waived, it will be deducted from your future pay.

You are responsible for checking out at the front desk prior to leaving the hotel. If any additional fees are incurred because you did not checkout and we are unable to have the fees waived, it will be deducted from your future pay.

Staff Care, Inc. will pay for room rental, plus tax only. Staff Care, Inc. will not be responsible for any incidentals. We do not authorize any change in this reservation without notification and approval by Staff Care, Inc.

FACILITY AND CONTACT:

MC LEOD REGIONAL MEDICAL CENTER

901 E. CHEVES STREET #290

FLORENCE, SC 29501

Phone: (843) 777-2000

Your contact is Keith Torgerson.

Your assignment shifts are: Monday – Friday; 9:00 AM – 5:00 PM with no call and minimal overtime.

Contact Keith Torgerson at 843-245-7256 (cell) or 843-660-3190 (pager) prior to start for your first day instructions.

AFTER HOURS INFORMATION:

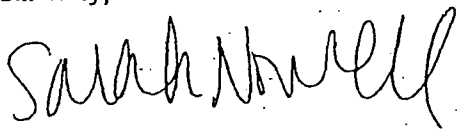
If you need assistance after regular business hours please utilize the following:

EMERGENCY AFTER HOURS AIR TRAVEL, RENTAL CAR OR LODGING SERVICE:

IF YOU HAVE QUESTIONS OR NEED EMERGENCY ASSISTANCE, YOU MAY CONTACT A MEMBER OF STAFF CARE'S ACCOUNT MANAGEMENT TEAM AT (Pager#) 888-263-5417.

Thank you for your attention to these matters. If you have any questions, please call me at (800) 685-2272.

Sincerely,



SARAH NOWELL
Logistics Coordinator



RENTAL CAR AGREEMENT

As you review your travel documents, you will see that a rental vehicle has been reserved for you. Please note that Staff Care, Inc./Med Travelers has approved the reserved vehicle in an effort to maximize our car rental expenditures.

INSURANCE

When renting a vehicle from **National** or **Hertz** for a business rental and when direct billing applies, the Loss Damage Waiver (LDW) & Liability Insurance will automatically be provided. If a Representative should ask if you would like any additional insurance for the vehicle, you should decline. Any other coverage is optional and at your own expense.

When renting a vehicle from **Any Other Agency**, insurance is not automatically included. You must request the Loss Damage Waiver (LDW) & Liability Insurance on the vehicle at the counter at the time of rental. If you do not select this coverage, you are responsible for any and all loss and damage to the rental vehicle and any damages to property or other persons, regardless of fault. Any other coverage is optional and at your own expense.

LOSS AND DAMAGE WAIVER (LDW)

Please ensure that the rental vehicle is covered with LDW.

For **BUSINESS RENTALS** at US locations, the rental company waives its right to collect for loss and damage to the rental vehicle provided the renter is using the vehicle for business purposes only and has not violated the Rental Agreement.

The Loss and Damage program applies to the provider's business rentals only, with "business rentals" defined as rentals for which the renter is reimbursed in whole or in part by Staff Care, Inc./Med Travelers for the days of the assignment only.

UPGRADES

If you choose to upgrade to a different vehicle and the rate is more than the vehicle reserved, any cost difference as a result of the change will be your responsibility. Upgrades include and are not limited to requesting the use of navigational/GPS systems.

FUEL CHARGES

It is your responsibility to ensure that the rental vehicle is returned with a full tank. Any fuel charges that are billed to the Staff Care/Med Travelers direct bill will be deducted from your future pay.

WHAT SHOULD I DO IF I AM IN AN ACCIDENT?

You must obtain a police report and follow the procedures outlined in the Rental Agreement provided at the time of rental. Not following the procedures as outlined in the Rental Agreement may result in a breach of contract and nullify the LDW & Liability programs.

**THE MHA GROUP TRAVEL**

PHONE: 469-524-7455

PLEASE CLICK ON THE E INVOICE LINK TO VIEW/PRINT YOUR INVOICE

E-MAIL THE MHA GROUP TRAVEL
[Print this page](#)
Itinerary

MILDRED SHATTON

Reservation code: GHHCDF

Sat, Nov 3**Car: HERTZ RENT A CAR**

Pick Up: CLTC26 CHARLOTTE SOUTH H	Pick Up Date/Time: Nov 3/12:00pm
Drop Off: CLTC26 CHARLOTTE SOUTH H	Drop Off Date/Time: Feb 2/6:00pm
Type: Full Size Automatic AC	Confirmation: D81115739F8
Car(s): 1	Status: Confirmed
Client ID: @XXXXXX0007	Corporate Discount #: 282891
Rate Code: CRL	Phone: 704-553-8989
Drop Off Charge:	Fax:
Rate Plan: 92 Days, 0 Hours	USD MI/KM Extra MI/KM
Weekly	258.00 UNL 0.00
Extra Hour	22.00 UNL 0.00
Extra Day	43.00 UNL 0.00
Mandatory Charges	571.50
Approx Total Price	3968.50 UNL 0.00

Sat, May 31**Other:**

City: DALLAS FT WORTH, TX (DFW)
 Status: Confirmed
 Information: THANK YOU FOR CALLING MHA TRAVEL

Notes:

PHOTO ID/TKT RECEIPT/RECOMMEND 2 HOUR CHECK IN
 VALID DRIVERS LICENSE REQUIRED FOR CAR RENTAL.

.....
 A CONTRACT RATE HAS BEEN ASSIGNED TO THIS RENTAL
 CAR IS TO BE RETURNED AT PICK-UP LOCATION
 PLEASE ADVISE IF A RENTAL EXTENSION IS NEEDED
 OR IF RENTAL NEEDS TO BE DROPPED AT ANOTHER LOCATION
 APPROVAL WILL BE NEEDED PRIOR TO CONFIRMED RETURN DATE
 SUBMIT CURRENT MILEAGE AND RENTAL AGREEMENT NUMBER
 TO YOUR CONTACT WITH STAFFCARE
 RENTAL AGREEMENT NUMBER CAN BE FOUND ON YOUR KEYCHAIN
 OR CONTRACT IN BOLD NUMBERS

396

.....
HERTZ
CLTC26 CHARLOTTE SOUTH HLE
9218 SOUTH BOULEVARD
CHARLOTTE NC 281340000
PHONE 704-553-8989
B85/707685/142191/318454-1-CRNA-1/SARAH NOWELL

~~S-S-H~~
**virtually
there**

"IN/OUT" PROVIDER INVOICE EXPLANATIONS

The Provider Invoice serves as a record of the service provided. This form is utilized by Staff Care, Inc. to compensate you for actual hours worked and to report correct hours to our malpractice carrier. Please be neat and print all information clearly and concisely on all Provider Invoices.

Staff Care, Inc. must receive your completed and approved Provider Invoice, via FAX, no later than the 16th of each month (*for all hours worked during the 1st-15th*) or the 1st of each month (*for all hours worked during the 16th- end of the month*) **or your compensation will be delayed.** On occasion, your assignment may end during the middle of a pay-period. We request that you submit your Provider Invoice immediately upon completion of the assignment so that all hours may be reported.

Paychecks are mailed out using standard delivery to the address listed on the Provider Invoice by the U.S. Postal Service on the 15th and 30th/31st of each month. Please allow 5 business days for your check to arrive by mail before calling our office. If the paycheck is needed immediately, Staff Care, Inc. will Federal Express this to the appropriate address, only if this type of service is designated on the Provider Invoice, by checking the appropriate box. A fee of \$15.00 will be deducted from your paycheck for each Federal Express sent. All Federal Express packages are sent standard overnight delivery, for arrival on the next business day.

****Be sure that the Provider Invoice indicates the correct "physical address" where the paycheck should be delivered. Federal Express packages can not be delivered to P.O. Boxes.**

Paychecks may also be deposited into your bank account via EFT (Electronic Funds Transfer). If you would like to receive your checks via EFT, please return the attached form along with a voided check to fax# 866-701-2853. Once your account information is verified, your paychecks will be deposited into the designated account on the 15th and 30th/31st of each month. The verification process can take up to two weeks from the receipt of a completed and accurate EFT form.

*For directions on completing your Provider Invoice accurately,
please see the following page.*

"IN/OUT" PROVIDER INVOICE GUIDELINES

In order to complete your Provider Invoice accurately, please respond to each column outlined below:

DAY	This column is used to record the day of the week worked (Example: "Mon", "Tue", "Wed"...)
MONTH	Be sure to indicate the month at the top of the column. (Example: "Jul", "Aug", "Sep"...) Please be sure to circle the actual dates worked
REG HRS	Record the total number of hours worked on your regular shift (Example: "8").
TOTAL PREMIUM HRS	Record all <i>additional hours worked</i> above and beyond your regular shift. Also used to record all hours <u>worked</u> while on weeknight or weekend call
List # of Hrs Worked After Midnight	Please list the total # of PREMIUM hours worked after midnight.
HOLIDAY	Please check box if hours worked were on a Holiday
WK NIGHT CALL	Check box if you were on call that corresponding date (<i>Mon – Fri nights only</i>)
WK END CALL	Check box if you were on call that corresponding date (<i>Sat – Sun only</i>)
COMMENTS	Use this column to indicate specific shift hours and/or any comments pertaining to patient contact hours for proper payment of malpractice coverage.
SCI USE ONLY	Please do not enter anything in this last column.
MPE/ASF HOURS	



EXPENSE REPAYMENT POLICY

Requests for expense repayments must be submitted within fifteen days of the occurrence of the expense, or within fifteen days of assignment completion; whichever comes first. Expense repayment requests submitted after the due date may not be paid.

Expense Repayment Forms should be utilized when approved expenses occur. These are due on the 1st and the 16th of every month. Please fax your Expense Repayment Forms, along with copies of original receipts, to Staff Care, using fax #469-524-1590.

Upon Staff Care Inc. approval, the following expenses may be processed for repayment:

- Mileage for use of your personal transportation to and from an assignment. This does not include mileage for rental vehicles. Please refer to your confirmation letter for mileage rate.

Example:

<i>Dates of Travel</i>	<i>From/City</i>	<i>To/City</i>	<i># Miles</i>	<i>\$.xx</i>	<i>Total</i>
1/1/04	Dallas, TX	Ft Worth, TX	25	\$.31	\$7.75

- En route lodging up to \$50.00 per night provided physician drives a minimum of 400 miles to the assignment (*A detailed folio must accompany all lodging Expense Repayment requests in order to be paid*)

Example:

	<i>Dates</i>	<i>City</i>	<i>Vendor</i>	<i>Amount</i>
Lodging	1/1/04-1/5/04	Dallas, TX	Holiday Inn	\$250.00

- Parking and transportation to and from the airport of departure up to \$35.00 per assignment.
- It is the normal procedure for Staff Care Inc. to arrange for local housing. Only with Staff Care, Inc. approval should local housing be arranged outside of the normal procedure. Any arrangements made without following the above procedure may be paid at \$50.00 per night.
- It is the normal procedure for Staff Care Inc. to arrange for rental vehicles. Only with Staff Care, Inc. approval should any rental vehicle be arranged outside of the normal procedure. Any rental vehicle arrangements made without following the above procedure may be paid at the lowest available mid-size rate for the time period.

Staff Care, Inc. does not process repayments for the following expenses unless stated in previous agreement:

- Personal expenses such as cleaning, long distance telephone calls, entertainment, gasoline, meals or food while on assignment.
- Any cost difference as a result of a change or upgrade in car rentals, airfares and/or lodging.
- Any expense repayment that is not approved by the client.
- Any expense repayment without a detailed receipt.

GasWork.com

HOME	ANESTHESIOLOGISTS	CRNAs	RFPs	HELP	YOUR ACCOUNT	SERVICES YOU NEED

Job Looking for CRNA

REFERENCE ID: 73113

Posted by:

Date Posted:

Last Updated:

TIMOTHY.RODRIGUEZ@STAFFCARE.COM Mon, Oct 1, 2007 Mon, Oct 1, 2007

Inquire about this Listing

Contact Information	Job Information and Duties	Job Requirements	Salary & Income Information	Facility Information	Other

Contact Information

Posted by agency?	Agency
Agency Name	Staff Care
Agency's internal Job ID Number for this position	SESC01 FLORENCE, SC.
Contact Name	TIM RODRIGUEZ
Contact Street Address 1	5001 STATESMAN DRIVE
Contact City	IRVING
Contact State	Texas
Contact Zip	75063
Contact Country	United States
Contact Voice Phone	800-685-2272 X6469
Contact Fax	972-983-0236
Contact Web Site	TIMOTHY.RODRIGUEZ@STAFFCARE.COM
Preferred Contact Method	No Preference

Contact Information	Job Information and Duties	Job Requirements	Salary & Income Information	Facility Information	Other

Job Information and Duties

Brief Description	South Carolina Assignment
Duration of Position	Locum Tenens
Start Date	Mon, Nov 5, 2007
Coverage end date	Thu, Jan 31, 2008
Number of CRNAs needed	1
How often will CRNA be on call?	Will NOT be on call

Contact	Job Information	Job	Salary & Income	Facility	Other

Sandy Greenaway

From: Rodriguez, Timothy [Timothy.Rodriguez@staffcare.com]
Sent: Wednesday, October 10, 2007 8:42 AM
To: Dee Shatto
Subject: RE: SC Locums Position - SESC01

Good morning Dee,

Thank you so much for contacting me!! This assignment is still available and I would love to speak with you about it. Please contact me at 800-685-2272 ext 6469.

Thank you for your time and I hope that you have a bless day!!!!

From: Dee Shatto [mailto:alohabear@comporium.net]
Sent: Tuesday, October 09, 2007 9:53 PM
To: Rodriguez, Timothy
Subject: SC Locums Position - SESC01
Importance: High

Timothy - I saw your posting on GasWork last evening and am definitely interested in talking to you about this position. Please contact me at your earliest convenience, either by telephone or email.

Phone: 803-631-5711

Email: alohabear@comporium.net

Deedee Shatto

This message has been scanned by the MHAGroup security appliance.

Sandy Greenaway

From: Rodriguez, Timothy [Timothy.Rodriguez@staffcare.com]
Sent: Wednesday, October 10, 2007 3:53 PM
To: Dee Shatto
Subject: RE: CRNA RESUME 2007

Your CV came through great! I will need all of your licenses and TB screens with the packet that I send you. All you have to do is call Jim Ogburn and talk to him about being LLC'd.

-----Original Message-----

From: Dee Shatto [mailto:alohabear@comporium.net]
Sent: Wednesday, October 10, 2007 2:00 PM
To: Rodriguez, Timothy
Subject: CRNA RESUME 2007
Importance: High

Timothy - I really enjoyed talking with you and learning f the job opportunity in Florence, SC. Hope you find my CV in order. I can also FAX you copies of my licenses as well as an up to date TB screening if you need them. You mentioned setting myself up as a LLC. Tax wise it sounds good to me, single, filing solo. Please let me know what needs to be done to set this in motion.

DD

This message has been scanned by the MHAGroup security appliance.

Sandy Greenaway

From: Rodriguez, Timothy [Timothy.Rodriguez@staffcare.com]
Sent: Wednesday, October 10, 2007 5:09 PM
To: Dee Shatto
Subject: Per our conversation (Staff Care application)
Attachments: deedee shatto.pdf

Hey Dee,

Here is the application that we spoke about. Please review, fill out and fax back to 972-983-0236.

<<deedee shatto.pdf>>

Also, the reference sheets that are marked at the top 1,2,3. Those do not have to be sent back with the packet. I know that they take a while to get from your peers. So when you get them you can fax them back.

Please let me know if you have any questions.

Tim Rodriguez
Recruiting Consultant
SE Anesthesia Division
Staff Care @
800-685-2272 ext 6469
Direct 972-501-6469
Fax 972-983-0236
Timothy.Rodriguez@staffcare.com

Sandy Greenaway

From: Rodriguez, Timothy [Timothy.Rodriguez@staffcare.com]
Sent: Thursday, October 11, 2007 5:51 PM
To: Dee Shatto
Subject: PER OUR LAST CONVERSATION

Hey DeeDee,

I received your packet today. thank you so much for sending back so quickly!! Can you please call me as soon as possible. My account rep wants to talk to you about the account and get you presented over.

Thanks!

Tim Rodriguez
Recruiting Consultant
SE Anesthesia Division
Staff Care ®
800-685-2272 ext 6469
Direct 972-501-6469
Fax 972-983-0236
Timothy.Rodriguez@staffcare.com

Sandy Greenaway

From: Rodriguez, Timothy [Timothy.Rodriguez@staffcare.com]
Sent: Friday, October 12, 2007 1:31 PM
To: Dee Shatto
Subject: Second opinion consultants

Sidney Goldstein, CPA
Morris Goldstein, CPA
Ken Bowley, CPA
Office: 901-766-7510
Fax: 901-763-3573
Cell: 901-335-6109

Tim Rodriguez
Recruiting Consultant
SE Anesthesia Division
Staff Care @
800-685-2272 ext 6469
Direct 972-501-6469
Fax 972-983-0236
Timothy.Rodriguez@staffcare.com

Sandy Greenaway

From: Evans, Sarah [Sarah.Evans@staffcare.com]
 Sent: Friday, October 19, 2007 10:18 AM
 To: Evans, Sarah; alohabear@comporium.net
 Cc: Rodriguez, Timothy
 Subject: RE: Contacting Me

Well that was quick ... everything is good to go for Florence, SC! YAY ☺

He does have a couple of alternate shift options he wanted me to make you aware of. He has 9am-5pm, 10am-6pm or 4-10 hour shifts available each week if you would like to work something other than the regular 6:30am-3:00pm. He said the morning are fast paced but he does need help in the afternoons as well so it is completely up to you what shift you can choose.

Please email me back or call me at your earliest convenience to discuss this so we can discuss it a little more in detail and I can put together your contract.

Thank you again for your patience, I'm looking forward to working with you.

-Sarah

From: Evans, Sarah
 Sent: Friday, October 19, 2007 7:48 AM
 To: 'alohabear@comporium.net'
 Cc: Evans, Sarah; Rodriguez, Timothy
 Subject: RE: Contacting Me

Good morning Deedee,
 I hope you have a wonderful time where ever you are going ☺

Just wanted to let you know I will contact the client in Florence, SC concerning your presentation and as soon as I speak to him I will email you back. Also, our team will be out of the office past 11CST this morning so I will do my best to get a definite decision from them before that time (but I will email you before I leave with whatever information I have).

Thank you again for your patience ... I hope we get to start your weekend off with contracting a job together ☺

Have a great day,
 Sarah

From: Rodriguez, Timothy
Sent: Friday, October 19, 2007 7:19 AM
To: Evans, Sarah
Subject: FW: Contacting Me

From: Dee Shatto [mailto:alohabear@comporium.net]
Sent: Wednesday, October 17, 2007 12:56 PM
To: Claire Blocker; Craig Daves; Danielle; Don; Janette Daves
Cc: CHRISTINE.BONDROFF@HAWAIIIMOVES; spunohu@hawaii.rr.com; Rodriguez, Timothy
Subject: Contacting Me

Hi –

I'm going to be away from Lake Wylie for a few days and will not be getting any messages from the telephone answering machine. If you need to contact me while I'm gone, please use my email: alohabear@comporium.net. IF it is ABSOLUTELY LIFE OR DEATH, you can try (704) 807-

6985, that's my cell-but it doesn't always have a charge



Deedee Shatto

This message has been scanned by the MHAGroup security appliance.

Sandy Greenaway

From: Hill, Takesha [Takesha.Hill@staffcare.com]
Sent: Tuesday, October 23, 2007 5:56 PM
To: alohabear@comporium.net
Subject: McLeod Health
Attachments: shatto.pdf

Ms. Mildred Shatto, CRNA

Hello. My name is **Takesha Hill** and I will be assisting in the credentialing process for your assignment with McLeod Health. I have attached the application for your completion. To my understanding you will be going out of town on 10/24. Please complete all sections and return ASAP with all documents requested per the checklist. Upon completion please fax completed application and all required documents to me at 972-983-0246. Due to time constraints, your prompt response is appreciated. Please do not hesitate to contact me with any questions or concerns you may have.

Thank You,

Takesha Hill

Privileging Coordinator
Staff Care Inc
(469)524-1518 (direct line)
(972)983-0246 (fax)
takesha.hill@staffcare.com

Sandy Greenaway

From: Evans, Sarah [Sarah.Evans@staffcare.com]
Sent: Wednesday, October 24, 2007 9:22 AM
To: Dee Shatto
Cc: Hill, Takesha; Evans, Sarah
Subject: RE: Out of Town
Importance: High

Good morning Deedee,

I have copied Takesha Hill on this email, she is my credentialing coordinator and will be emailing the credentialing packet to you today. You said you would be leaving town early this afternoon so Takesha will email it to you by 10am so you have time to review everything before you go.

She's going to pre-populate your information onto the application for you, but with the time crunch we're under to get it to you it probably will not be filled out entirely. As soon as you get it please review the information and especially the checklist enclosed. This checklist will be everything the hospital needs to begin the credentialing process so please take these items with you when you leave town so you can FedEx it to the site as well as fax it back to us asap. Takesha will provide you with a FedEx air bill and my direct fax number is below.

I hate that you have to do all of this while you are out of town but I must stress the importance of everything being returned to the site asap this week. The normal credentialing process takes three weeks and we have 1 ½ weeks so if you have any questions or need anything please let us know immediately.

Thank you again. I hope you have a safe trip.

Sarah Evans

Senior Account Representative

Staff Care ® Anesthesia Division

(800) 685-2272 ext. 6482

Fax: (972) 983-0236

My direct number is (972) 501-6482

From: Dee Shatto [mailto:alohabear@comporium.net]
Sent: Tuesday, October 23, 2007 10:52 PM
To: CHRISTINE.BONDROFF@HAWAIIIMOVES; Claire Blocker
Cc: Craig Daves; Don; Janette Daves; Nicole Bonesteel; Evans, Sarah

Subject: Out of Town
Importance: High

Hi-

I'm off and away again. I'll be out of town from Wednesday, October 24th until Tuesday, October 30th. Once again, I'll have access to my main email box and will have the cell phone on. You can call me but you probably won't be able to leave messages (I am working on fixing this).

Deedee Shatto

This message has been scanned by the MHAGroup security appliance.

Sandy Greenaway

From: Hill, Takesha [Takesha.Hill@staffcare.com]
Sent: Wednesday, October 24, 2007 10:43 AM
To: Evans, Sarah; Dee Shatto
Subject: RE: A new fax has arrived from 8036315711 (Part 1 of 1) on Channel 8

Good Morning Deedee,

I am looking through your documents that you faxed over to Sarah and I don't see copies of your BLS, ACLS, PALS, or ATLS. Could you please fax these documents to me at 972-983-0246.

Thank you,

Takesha Hill
Privileging Coordinator

-----Original Message-----

From: Evans, Sarah
Sent: Wednesday, October 24, 2007 9:16 AM
To: 'Dee Shatto'
Cc: Hill, Takesha; Evans, Sarah
Subject: FW: A new fax has arrived from 8036315711 (Part 1 of 1) on Channel 8

Hi Deedee,
Just wanted to let you know we received you information. Takesha will look over everything real quick and let you know if anything is needed.

Thank you again for getting it back to us so quickly! You're wonderful
:)

-Sarah

-----Original Message-----

From: Seidel, Wes
Sent: Wednesday, October 24, 2007 9:14 AM
To: Evans, Sarah
Subject: FW: A new fax has arrived from 8036315711 (Part 1 of 1) on Channel 8

Wes Seidel
800-685-2272 ext. 6479

-----Original Message-----

From: IMCEARFAX-RightFax+20E-mail+20Gateway@mhagroup.com
[mailto:IMCEARFAX-RightFax+20E-mail+20Gateway@mhagroup.com]
Sent: Wednesday, October 24, 2007 8:56 AM
To:
IMCEAEX-_O=MHA_OU=MHAGROUP_CN=RECIPIENTS_CN=FAX+20SCITX+20Anesthesia@mhagroup.com
Subject: A new fax has arrived from 8036315711 (Part 1 of 1) on Channel 8

10/24/2007 8:44:53 AM Transmission Record
Received from remote ID: 8036315711
Inbound user ID FAX9729830236, routing code 236
Result: (0/352;0/0) Successful Send
Page record: 1 - 21
Elapsed time: 10:54 on channel 8

Sandy Greenaway

From: Hill, Takesha [Takesha.Hill@staffcare.com]
Sent: Wednesday, October 24, 2007 5:59 PM
To: Dee Shatto
Cc: Burel, Greg
Subject: RE: A new fax has arrived from 8036315711 (Part 1 of 1) on Channel 8

Hi DeeDee,

Tim Rodriguez is no longer your Account Representative. Greg Burel will be taking care of you going forward. I apologize for any inconvenience this may cause. He's a great guy and will be sure to be there to assist in any way possible.

As for the certifications, the facility will need at least your ACLS. If you would fax that document to me I will get it to the site so that we can begin the credentialing process. FAX 972-983-0246

Please don't hesitate to contact me for assistance.

P.S. Greg would like for you to contact him at your earliest convenience. He can be reached at
1-800-685-2272 ext 6487

Thank you for your time,

Takesha Hill
Privileging Coordinator

-----Original Message-----

From: Dee Shatto [mailto:alohabear@comporium.net]
Sent: Wednesday, October 24, 2007 3:01 PM
To: Hill, Takesha
Subject: RE: A new fax has arrived from 8036315711 (Part 1 of 1) on Channel 8
Importance: High

Takesha-

Each time I have asked Tim Rodriguez about these, he has told me that the position did not require any of them. Please check with him.

Deedee Shatto

-----Original Message-----

From: Hill, Takesha [mailto:Takesha.Hill@staffcare.com]
Sent: Wednesday, October 24, 2007 10:43 AM
To: Evans, Sarah; Dee Shatto
Subject: RE: A new fax has arrived from 8036315711 (Part 1 of 1) on Channel 8

Good Morning Deedee,

I am looking through your documents that you faxed over to Sarah and I don't see copies of your BLS, ACLS, PALS, or ATLS. Could you please fax these documents to me at 972-983-0246.

Thank you,

Takesha Hill
Privileging Coordinator

-----Original Message-----

From: Evans, Sarah
Sent: Wednesday, October 24, 2007 9:16 AM
To: 'Dee Shatto'
Cc: Hill, Takesha; Evans, Sarah

545

Subject: FW: A new fax has arrived from 8036315711 (Part 1 of 1) on Channel 8

Hi Deedee,

Just wanted to let you know we received your information. Takesha will look over everything real quick and let you know if anything is needed.

Thank you again for getting it back to us so quickly! You're wonderful
:)

-Sarah

-----Original Message-----

From: Seidel, Wes

Sent: Wednesday, October 24, 2007 9:14 AM

To: Evans, Sarah

Subject: FW: A new fax has arrived from 8036315711 (Part 1 of 1) on Channel 8

Wes Seidel

800-685-2272 ext. 6479

-----Original Message-----

From: IMCEARFAX-RightFax+20E-mail+20Gateway@mhagroup.com

[mailto:IMCEARFAX-RightFax+20E-mail+20Gateway@mhagroup.com]

Sent: Wednesday, October 24, 2007 8:56 AM

To:

IMCEAEX-_O=MHA_OU=MHAGROUP_CN=RECIPIENTS_CN=FAX+20SCITX+20Anesthesia@mhagroup.com

Subject: A new fax has arrived from 8036315711 (Part 1 of 1) on Channel 8

10/24/2007 8:44:53 AM Transmission Record

Received from remote ID: 8036315711

Inbound user ID FAX9729830236, routing code 236

Result: (0/352;0/0) Successful Send

Page record: 1 - 21

Elapsed time: 10:54 on channel 8

Fax Images: [double-click on image to view page(s)]

This message has been scanned by the MHAGroup security appliance.

Sandy Greenaway

From: Nowell, Sarah [sarah.nowell@staffcare.com]
Sent: Thursday, October 25, 2007 9:25 AM
To: alohabear@comporium.net
Subject: FW: Staff Care Welcome Packet_Mc Leod Reg Med Ctr_Nov 5, 2007-Feb 1, 2008

Attachments: wlcmm shatto.pdf



wlcmm shatto.pdf (1
MB)

<<wlcmm shatto.pdf>> Dear Mildred Shatto,

Attached is your Welcome Packet for your assignment at Mc Leod Regional Medical Center for November 5, 2007-February 1, 2008.

The following attachment includes the following information:

Lodging Information
Rental Car Itinerary
Directions
Provider Invoice and Expense Repayment Form

If you have any questions regarding the welcome packet please contact either myself or (acct rep name) at 1-800-685-2272.

Have a great day!!

Sincerely,

Sarah Nowell
Logistics Coordinator
(800) 685-2272 ext. 7598
Sarah.Nowell@staffcare.com

4124meD

IA-1 WORKERS COMPENSATION - FIRST REPORT OF INJURY OR ILLNESS											
EMPLOYER (NAME & ADDRESS INCL ZIP) MCLEOD REGIONAL MEDICAL CENTER POST OFFICE BOX 100551, FLORENCE, SC 29501				CARRIER/ADMINISTRATOR CLAIM NUMBER 04088320 JURISDICTION SC INSURED REPORT NUMBER EMPLOYER'S LOCATION ADDRESS (IF DIFFERENT) LOCATION #				REPORT PURPOSE CODE P Pending Claim JURISDICTION CLAIM NUMBER PHONE # (843) 777-5355			
SIC CODE 80		EMPLOYER FEIN 510473500									
CARRIER/CLAIMS ADMINISTRATOR											
CARRIER (NAME, ADDRESS & PHONE NO.) MCLEOD HEALTH SC				POLICY PERIOD 01/01/2008 TO CHECK IF APPROPRIATE ☒ SELF INSURANCE		CLAIMS ADMINISTRATOR (NAME, ADDRESS & PHONE NO.) KEY RISK MANAGEMENT SERVICES P O BOX 49129 GREENSBORO, NC 27419					
CARRIER FEIN 510473500		POLICY/SELF-INSURED NUMBER 97112007				ADMINISTRATOR FEIN 56-1800954					
AGENT NAME & CODE NUMBER											
EMPLOYEE/WAGE											
NAME (LAST, FIRST, MIDDLE) SHATTO, MILDRED, ADDRESS (INCL ZIP) LAKE WYLIE, SC 29710				DATE OF BIRTH 11/12/1942		SOCIAL SECURITY NUMBER		DATE HIRED 11/19/2007		STATE OF HIRE SC	
				GENDER ☐ MALE ☒ FEMALE ☐ UNKNOWN		MARITAL STATUS ☒ UNMARRIED SINGLE/DIVORCED ☐ MARRIED ☐ SEPARATED ☐ UNKNOWN		OCCUPATION/JOB TITLE CONTRACT ANESTH			
				# OF DEPENDENTS 1		EMPLOYMENT STATUS PT		NCCI CLASS CODE 8833			
PHONE (803) 631-5711				AVERAGE WEEKLY WAGES		#DAYS WORKED/WEEK 5		FULL PAY FOR DAY OF INJURY? DID SALARY CONTINUE?		☒ YES ☒ YES	
RATE PER: 0.01		DAY WEEK ☒ OTHER:									
OCCURRENCE/TREATMENT											
TIME EMPLOYEE BEGAN WORK 09:00		DATE OF INJURY/ILLNESS 12/21/2007		TIME OF OCCURRENCE 02:00		LAST WORK DATE 12/21/2007		DATE EMPLOYER NOTIFIED 03/17/2008		DATE DISABILITY BEGAN 12/21/2007	
CONTACT NAME/PHONE NUMBER KEITH TORGERSON (843) 777-2000				TYPE OF INJURY/ILLNESS MULTIPLE INJURIES - PHYSICAL & PSYCHOLOG				PART OF BODY AFFECTED MULTIPLE BODY PARTS			
DID INJURY/ILLNESS EXPOSURE OCCUR ON EMPLOYER'S PREMISES? ☒ YES ☐ NO				TYPE OF INJURY/ILLNESS CODE 91				PART OF BODY AFFECTED CODE 90			
DEPARTMENT OR LOCATION WHERE ACCIDENT OR ILLNESS EXPOSURE OCCURRED 7081 - ANESTHESIA						ALL EQUIPMENT, MATERIALS OR CHEMICALS EMPLOYEE WAS USING WHEN ACCIDENT OR ILLNESS EXPOSURE OCCURRED					
SPECIFIC ACTIVITY THE EMPLOYEE WAS ENGAGED IN WHEN THE ACCIDENT OR ILLNESS EXPOSURE OCCURRED FALL, SLIP OR TRIP						WORK PROCESS THE EMPLOYEE WAS ENGAGED IN WHEN ACCIDENT OR ILLNESS EXPOSURE OCCURRED					
HOW INJURY OR ILLNESS/ABNORMAL HEALTH CONDITION OCCURRED. DESCRIBE THE SEQUENCE OF EVENTS AND INCLUDE ANY OBJECTS OR SUBSTANCES THAT DIRECTLY INJURED THE EMPLOYEE OR MADE THE EMPLOYEE ILL CAUGHT FOOT AND FELL.											
								CAUSE OF INJURY CODE 31			
DATE RETURN(ED) TO WORK 12/21/2007		IF FATAL, GIVE DATE OF DEATH		WERE SAFEGUARDS OR SAFETY EQUIPMENT PROVIDED? WERE THEY USED?				YES ☒ NO		YES ☒ NO	
PHYSICIAN/HEALTH CARE PROVIDER NAME				HOSPITAL (NAME & ADDRESS) MCLEOD REGIONAL MEDICAL CENTER 555 E. CHEVES STREET FLORENCE, SC 29501				INITIAL TREATMENT ☐ NO MEDICAL TREATMENT ☐ MINOR: BY EMPLOYER ☒ MINOR CLINIC/HOSP ☐ EMERGENCY CARE ☐ HOSPITALIZED < 24 HRS ☐ FUTURE MAJOR MEDICAL/ LOST TIME ANTICIPATED			
WITNESSES (NAME & PHONE #)											
DATE ADMINISTRATOR NOTIFIED 03/17/2008		DATE PREPARED 04/24/2008		PREPARER'S NAME & TITLE LUANNE WHITE (OCC HLTH SPEC)				PHONE NUMBER (843) 777-5673			

SEE BACK FOR IMPORTANT STATE INFORMATION/SIGNATURE

REPRINTED WITH PERMISSION OF IAIABC

**INDEPENDENT CONTRACTOR
DECLARATION****Staff Care**
The Leader in Locum Tenens Staffing

The undersigned service provider (the "Provider") declares, acknowledges and agrees that he/she is an independent contractor and is not an employee of Staff Care or any of its affiliates.

1. I am a trained healthcare provider engaged in the practice of healthcare.
2. I am solely responsible for my professional actions in providing services to patients at the contracted healthcare facilities or elsewhere.
3. Staff Care does not have the right to direct or control the manner in which I practice my profession.
4. I independently determine the assignments I am willing to accept and the rate at which I will be paid for each assignment. I cannot be directed by Staff Care to accept assignments.
5. Staff Care does not direct my professional services in any manner, including the time, place, type of professional service, working conditions, quality of the professional service, my right to utilize or hire assistants or the prices charged for the services I render.
6. I have the right to terminate my relationship with Staff Care at any time and I may terminate an assignment with or without cause by giving thirty (30) days written notice. Staff Care does not have the right to terminate any assignment I choose to accept with a healthcare facility.
7. To my knowledge, Staff Care has no relationship with the healthcare facilities with whom I accept assignments other than that of a placement agency and I understand that Staff Care is not licensed to nor is it engaged in the practice of medicine.
8. I am not employed by Staff Care. As an independent contractor, I agree that I am responsible for and will pay all federal, state and local income or self-employment taxes due on payments received as a result of this assignment, and I am NOT entitled to claim unemployment benefits or workers compensation benefits against Staff Care.
9. To the extent I receive payments from Staff Care in relation to this assignment, such payments are made by Staff Care on behalf of the Client.

This Declaration is a true and correct statement of the facts set forth herein.

This Declaration is executed effective as of 11 October, 2007.

PROVIDER

Dee Dee Shatto
(Signature)

Dee Dee Shatto
(Print Name)

STAFF CARE RECRUITING CONSULTANT

Jim Rodriguez
(Signature)

JIM RODRIGUEZ
(Print Name)



PROVIDER SERVICES AGREEMENT

This Agreement made October 10, 2007 (the "Effective Date"), by and between Staff Care, Inc., a Texas Corporation ("Staff Care") and DEE DEE SHATTO, CRNA ("Provider").

WITNESSETH:

WHEREAS, Staff Care acts as agent for Clients to arrange for medical services on a Locum Tenens basis; and

WHEREAS, Provider desires to provide medical services on a Locum Tenens basis to Clients of Staff Care; and

WHEREAS, Staff Care and Provider desire to set forth their agreement relating to Locum Tenens opportunities for Provider.

NOW, THEREFORE, the parties agree as follows:

PAYMENTS AND EXPENSES:

1.01 Daily Rates: All rates will be negotiated and agreed between Provider and Client through Staff Care on an assignment by assignment basis with the assistance of Staff Care as agent and set forth in a confirmation letter which is hereby incorporated into this Agreement by this reference.

1.02 Holiday Call and Professional Services:

- a) If a Provider remains in the assignment community on the following holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas, or other holiday recognized by Client, Provider will be paid for one-half of the daily rate for each holiday; or
- b) If Provider is required to be on call during one of these holidays, the Provider will be paid at the full daily rate for each holiday; or
- c) If Provider is required to see patients or go into the facility on one of these holidays, Provider will be paid the full daily rate plus the holiday premium rate for a minimum of four hours of professional service. Provider will be paid at the premium rate for all hours of professional service in excess of four hours on any of these holidays.

1.03 Travel/Transportation: Staff Care will use its best efforts to ensure that Client provides for round trip travel to and from the assignment (in most instances prepaid airline tickets) and local transportation while Provider is in the community and on assignment. Under no circumstances is Staff Care liable to reimburse Provider for travel costs if such costs are not preapproved by Client.

1.04 Housing: Staff Care will arrange for Client to provide Provider with reasonable and pleasant living accommodations while on assignment. Provider will be provided lodging for en route travel as needed. Provider will be responsible for all personal expenses, such as meals, telephone calls, laundry, etc. Staff Care reserves the right to cause amounts to be offset against advances for personal expenses by Staff Care or Client against amounts due to Provider hereunder.

1.05 Insurance: When providing services to Clients of Staff Care pursuant to this Agreement, Provider shall be insured under the terms of Staff Care's group malpractice insurance policy or similar insurance provided by Client. Subject to the terms and conditions of the policy, such malpractice insurance will cover Provider, if necessary, for any claim arising out of the rendering of, or failure to render professional services by Provider while on assignment under this Agreement. The cost of the malpractice coverage will be passed through to Client. Provider shall provide all information required by Staff Care's group malpractice insurer to establish and maintain eligibility under the terms of the group malpractice insurance policy. Among other things, this coverage is contingent upon the information Provider submits to Staff Care being accurate and complete. Staff Care will not insure Provider or arrange for insurance coverage for Provider when Provider is assigned to a government-owned facility under a Personnel Services Contract as will be set forth in your confirmation letter. At the sole discretion of Staff Care, Provider may be allowed to provide services pursuant to this Agreement while covered by comparable malpractice insurance through Provider or Client's insurance carrier. If malpractice insurance is obtained through Provider or Client's insurance carrier, Provider shall

PROVIDER INITIALS: *DES*

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SC PSA REVISED (10/06)

nu

sign a "Hold Harmless Agreement" in a form acceptable to Staff Care. Provider should determine whether to acquire additional independent malpractice coverage.

1.06 Hospital Privileging and Licensure: Staff Care will assist Provider in requesting documentation necessary for hospital privileging and state licenses. Provider agrees to provide timely and accurate information to Staff Care and Client to complete required privileging and/or state licensure applications on a timely basis. As part of obtaining necessary hospital privileges, Provider may be required to submit to drug screening. Provider authorizes Staff Care to release to the Client any information required for hospital privileges relating to an assignment, including the results of any drug screening. Client will be required to pay for any costs relating to Provider obtaining any necessary hospital privileges relating to an assignment.

PROVIDER COVENANTS

2.01 Standard of Care: Provider shall provide medical services to patients of Client according to the standards of practice among members of the same health care profession with similar training and experience situated in the community in which Provider performs services on behalf of Client.

2.02 Records: Provider shall maintain customary medical records in accordance with the standards and within the time period set by the medical facility or facilities for which Provider performs services pursuant to this Agreement and agrees that such records shall be and remain the property of such facility or facilities. Provider agrees to complete all dictation for all progress notes, histories, physicals, and chart documentation prior to leaving the assignment as required by Client and to otherwise comply with all other applicable policies and procedures of Client.

2.03 Billings: During the term of this Agreement Provider shall assign all billings for services rendered by Provider to the Client for which Provider performs services and agrees that all billings for services rendered by Provider shall be and remain the property of and shall be processed and handled solely by such Client. Provider agrees to assist Client in Client's bill collecting procedures including but not limited to timely furnishing all information requested by Client. In connection with the processing and handling of billings by Client, Provider hereby irrevocably grants to such Client the authority to endorse and deposit as appropriate all checks and other instruments or items that may be payable to Provider with respect to services rendered by Provider. In addition, Provider agrees to deliver to any bank or other financial institution designated by any such Client written evidence of the endorsement authority granted herein.

2.04 Service: Provider agrees to devote full professional efforts while on assignment to provide medical services for Client. Client shall be solely responsible for determining Provider's work assignments, schedule, number of hours worked and patients served. Provider will not compete with Staff Care's interests while on assignment. If Provider requests or is requested to perform additional responsibilities for Client or an affiliate of Client not covered by an assignment or this Agreement, Provider shall immediately notify Staff Care and confirm the availability of malpractice coverage for the additional responsibilities. If malpractice coverage is not available through Staff Care or Client and is not provided by Provider for such additional responsibilities, Provider will not accept such additional responsibilities.

2.05 Confidentiality: Provider agrees that the terms of this Agreement are confidential and shall not be disclosed by Provider to third parties.

2.06 Notification of Litigation: Provider shall immediately notify Client and Staff Care in writing of any threatened or actual malpractice claims involving Provider, whether the situation giving rise to such claims took place before or during this Agreement or related to professional services in connection with this Agreement; Provider also agrees to notify Client and Staff Care immediately and in writing of any situation relating to services provided under this Agreement that Provider has any reason to believe may lead to a malpractice claim. Provider understands and accepts that failure by Provider to comply with the terms of this paragraph may invalidate the malpractice liability insurance provided under this Agreement.

2.07 Notification of Disciplinary Action: Provider agrees to notify Client and Staff Care immediately of any disciplinary or quality assurance proceedings involving Provider (e.g., with licensing boards, quality assurance committees, hospitals or other medical facilities, medical societies, or of claims of suits), and Provider agrees to promptly notify Client and Staff Care in the event any such proceedings are pending or are instituted, whether or not they are related to professional services performed for a Client of Staff Care.

2.08 Reproduction of Curriculum Vitae: In the course of presenting Provider to Clients for potential provision of locum tenens services, Staff Care will reproduce the curriculum vitae of Provider. Staff Care will use

PROVIDER INITIALS: 

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good faith efforts to prevent any errors in the reproduction of Provider's curriculum vitae. Provider hereby agrees to release and hold Staff Care harmless from all liability for any errors made in such reproduction.

GENERAL

3.01 Term: This Agreement shall commence on the Effective Date and continue until terminated as set forth herein or until such time as a new agreement is entered into between Staff Care and Provider.

3.02 Termination:

- a) Either party may terminate this Agreement and Provider or Client may terminate an assignment with or without cause by giving at least thirty (30) days prior written notice; provided, however, Staff Care shall not have the right to terminate an assignment for a Client for which Provider is performing services. Provider agrees to provide locum tenens coverage at the location or locations designated by Client during the entire notice period. Staff Care shall not be obligated to pay Provider for any scheduled professional services not actually performed by Provider during the notice period.
- b) This Agreement may also be terminated by Staff Care, in its sole discretion, immediately and without prior notice to Provider upon the occurrence of any of the following events:
 - i) Provider becomes disqualified to practice medicine in any state or Provider's license or hospital privileges are revoked, suspended or restricted, voluntarily or involuntarily.
 - ii) Staff Care Clients for whom Provider provides services request that Provider be removed for reasons alleged or actual, relating to competence or professional conduct.
 - iii) Provider fails to qualify or becomes ineligible for coverage under the terms of Staff Care's group malpractice insurance policy and is not covered by other malpractice coverage acceptable to Staff Care in its sole discretion.
 - iv) Provider fails or refuses to perform the duties required by this Agreement, violates any terms of this Agreement, or otherwise refuses to cooperate with Staff Care.
 - v) Staff Care determines that Provider provided false and/or misleading information or failed to provide information, the omission of which made Provider's representation(s) in any of the application materials misleading.
- c) If Client fails to meet its financial obligations to Staff Care for services performed by Provider, Provider's assignment may be cancelled. Notwithstanding anything to the contrary set forth herein, under no circumstances will Staff Care be obligated to pay Provider for services for which Staff Care has not received payment from Client. Provider will not be entitled to payment for any scheduled services not actually performed on a cancelled assignment but Client will remain liable to Provider for payment for services performed on cancelled assignments.
- d) Client, at its sole discretion, will have the right to terminate the services of Provider for any assignment if Client does not reasonably find the services of Provider to be appropriate; provided, however, Client will be liable to Provider for payment for services performed by Provider prior to termination. Provider will not be entitled to payment for any scheduled services not actually performed by Provider as a result of the termination of an assignment.

3.03 Non-Solicitation: During the term of this Agreement and for a period of two years after this Agreement is terminated for any reason, Provider shall not solicit or make any offer to become employed by, or to become involved, associated or affiliated with, directly or indirectly, any Client of Staff Care whose need for coverage was disclosed to Provider by Staff Care or to whom Provider provided services pursuant to this Agreement, or to any affiliate of such Client, unless otherwise agreed to in writing by Staff Care. Provider will not disclose information about opportunities presented to him/her by Staff Care to other agencies.

3.04 Recruitment:

- a) If during the two year period after you are presented by Staff Care to Client for services or after you cease to provide services to Client under this Agreement, which ever is later, Provider is recruited and accepts a permanent

PROVIDER INITIALS: DS

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position with Client or one of Client's affiliates, Client shall be responsible for paying a recruitment fee if Staff Care has an agreement with Client for the payment of such fee. Provider agrees to notify Staff Care immediately in the event Provider accepts an offer of a permanent position with Client or one of Client's affiliates. If Client, or other third party, fails or refuses to pay the recruitment fee to Staff Care, or is not obligated to pay such fee, then Provider agrees not to accept the permanent position or agrees to pay the recruitment fee of \$25,000, to Staff Care, plus any and all expenses such as attorneys' fees incurred in the collection of such amounts. Provider hereby authorizes Staff Care to offset any payment and reimbursements due to Provider for providing services to Client against the recruitment fee owed to Staff Care.

- b) If during the term of this Agreement Provider is recruited and accepts a position with a Client or an affiliate of a Client to provide locum tenens coverage, such Client or its affiliates, as applicable, shall be responsible for paying locum tenens fees to Staff Care, if Staff Care has an agreement with Client for payment of such fees. Provider agrees to notify Staff Care immediately in the event Provider accepts an offer of a locum tenens position. If Client, or other third party, fails or refuses to pay the locum tenens fee to Staff Care, or is not obligated to pay such fee, then Provider agrees not to accept the locum tenens position or agrees to pay the recruitment fee set forth above plus any and all expenses such as attorneys' fees incurred in the collection of such amounts. Provider hereby authorizes Staff Care to offset any payments and reimbursements due to Provider against the locum tenens fee or recruitment fee that is owed to Staff Care.

3.05 Independent Contractor; Placement Agent:

- a) Staff Care acts as a placement agent for Client and Provider is an independent contractor. Provider shall not be, for any purpose, treated as an employee or agent of Staff Care. Staff Care is not licensed to practice medicine. Staff Care shall not in any way attempt to influence or direct Provider's professional medical judgment or Provider's relationship with Clients or patients. Because Provider is not an employee of Staff Care, Provider agrees that Staff Care shall not provide health insurance, worker's compensation or unemployment benefits for Provider, and Staff Care shall not make or withhold tax payments for state or federal entities unless required by law. Staff Care shall deliver to Provider a Form 1099 annually within the time required by law.
- b) Provider acknowledges and agrees that (i) he/she is a self-employed independent contractor and is not an employee of Staff Care and Provider shall not be, for any purpose, treated as an employee of Staff Care; (ii) Provider is solely responsible for the filing and paying of all federal, state, and local income taxes and self-employment taxes due on the payments received from Staff Care or Client's of Staff Care; (iii) Staff Care is not a permanent staffing agency or a staff leasing service; (iv) available assignments will vary from time-to-time depending on the needs of Staff Care Clients and Staff Care does not and cannot guarantee specific dates, times, or hours of assignments; (v) as an independent contractor, Provider has the flexibility to accept or decline an assignment for which he/she is selected and (vi) Provider is not eligible to claim unemployment benefits or workers' compensation benefits and will not file any claim against Staff Care for unemployment or workers' compensation benefits. If Provider is unable to fulfill an assignment for any reason, Provider agrees to notify the appropriate Staff Care Account Representative immediately. When an assignment ends, Provider agrees to contact his/her Staff Care Recruiting Consultant for other potential assignments. Provider agrees to execute a Declaration in relation to the foregoing in the form attached hereto and in conjunction with each assignment accepted by Provider.
- c) Any action taken by Provider that is inconsistent with his/her status as an independent contractor will be a breach of this Agreement. Staff Care will be entitled to recover damages from Provider for all costs and expenses, including attorneys fees, resulting from or arising out of any such breach.

3.06 INDEMNIFICATION: AS AN INDEPENDENT CONTRACTOR, PROVIDER IS RESPONSIBLE FOR HIS/HER OWN MEDICAL DECISIONS AND ACTIONS AND HEREBY INDEMNIFIES STAFF CARE, AND SHALL HOLD STAFF CARE HARMLESS FROM ANY LOSSES, DAMAGES, LIABILITIES AND EXPENSES ("CLAIMS") NOT COVERED BY THE MALPRACTICE INSURANCE REFERRED TO IN SECTION 1.05 HEREOF THAT ARE INCURRED BY STAFF CARE ARISING OUT OF, IN CONNECTION WITH, OR AS A RESULT OF PROVIDER RENDERING OR FAILING TO RENDER MEDICAL SERVICES DURING THE TERM OF THIS AGREEMENT, INCLUDING CLAIMS THAT STAFF CARE'S NEGLIGENCE, IN WHOLE OR IN PART, CAUSED THE LOSS.

3.07 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas without giving effect to conflict of law principles. Exclusive jurisdiction and venue of any dispute or legal action relating to this Agreement shall lie in the state or federal courts of Dallas County, Texas.

PROVIDER INITIALS: *ds*

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3.08 Notice: All notices hereunder shall be in writing and shall be sent by registered or certified mail, return receipt requested, to the addresses listed below the signatures to this Agreement.

3.09 Entire Agreement: All prior or contemporaneous agreements, representations and statements, if any, between the parties hereto, or their representatives, are merged into this Agreement, and this Agreement and the confirmation letters and Declarations related to this Agreement shall constitute the entire Agreement between the parties.

3.10 Amendment: No waiver or modification of the terms hereof shall be valid unless in writing signed by the party to be charged and only to the extent therein set forth.

3.11 Assignment: This Agreement may not be assigned, in whole or in part, by Provider. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of Staff Care.

3.12 Delay: Neither party hereto shall be liable in damages for any delay or default in performing its or his/her respective obligations under this Agreement if such delay or default is caused by conditions beyond its or his/her control, including, but not limited to, acts of God, government restrictions, strikes, fires, floods, work stoppages, or acts or the failure to act by third parties. So long as any delay or default continues, the party affected by the conditions beyond its or his/her control shall keep the other party at all times fully informed concerning the matters causing the delay or default and the prospects of their ending.

3.13 Headings: The captions appearing in this Agreement are intended only as a matter of convenience and for reference and in no way define, limit or describe the scope and intent of this Agreement or any of its provisions.

3.14 Severability: The parties acknowledge and agree that each provision of this Agreement shall be enforceable independently of every other provision. Furthermore, the parties acknowledge and agree that, in the event any provision of this Agreement is determined to be unenforceable for any reason, the remaining covenants and/or provisions will remain effective, binding and enforceable. The parties further agree that, in the event that any provision of this Agreement is determined to be unenforceable for any reason, the parties agree to substitute a comparable provision dealing with the same subject matter as the unenforceable provision that approximates as closely as possible the unenforceable provision to the maximum extent permissible under applicable law.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth.

STAFF CARE, INC.

By Jim Rouger
Staff Care, Inc.
5001 Statesman Drive
Irving, TX 75063

By Dee Dee Shatto
DEE DEE SHATTO, CRNA

MILFORD
LAKE WYLLIE, SC 29710
SSN Tax ID _____
Date 11 October 07

PROVIDER INITIALS: ds

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SEE FORM REVISED 06/06/03

PROVIDER SERVICES AGREEMENT

This Agreement made May 20, 2008 (the "Effective Date"), by and between Staff Care, Inc., a Texas Corporation ("Staff Care") and ("Provider").

WITNESSETH:

WHEREAS, Staff Care acts as agent for Clients to arrange for medical services on a Locum Tenens basis; and

WHEREAS, Provider desires to provide medical services on a Locum Tenens basis to Clients of Staff Care; and

WHEREAS, Staff Care and Provider desire to set forth their agreement relating to Locum Tenens opportunities for Provider.

NOW, THEREFORE, the parties agree as follows:

PAYMENTS AND EXPENSES:

1.01 Daily Rates: All rates will be negotiated and agreed between Provider and Client through Staff Care on an assignment by assignment basis with the assistance of Staff Care as agent and set forth in a confirmation letter which is hereby incorporated into this Agreement by this reference.

1.02 Holiday Call and Professional Services:

- a) If a Provider remains in the assignment community on the following holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas, or other holiday recognized by Client, Provider will be paid for one-half of the daily rate for each holiday; or
- b) If Provider is required to be on call during one of these holidays, the Provider will be paid at the full daily rate for each holiday; or
- c) If Provider is required to see patients or go into the facility on one of these holidays, Provider will be paid the full daily rate plus the holiday premium rate for a minimum of four hours of professional service. Provider will be paid at the premium rate for all hours of professional service in excess of four hours on any of these holidays.

1.03 Travel/Transportation: Staff Care will use its best efforts to ensure that Client provides for round trip travel to and from the assignment (in most instances prepaid airline tickets) and local transportation while Provider is in the community and on assignment. Under no circumstances is Staff Care liable to reimburse Provider for travel costs if such costs are not preapproved by Client.

1.04 Housing: Staff Care will arrange for Client to provide Provider with reasonable and pleasant living accommodations while on assignment. Provider will be provided lodging for en route travel as needed. Provider will be responsible for all personal expenses, such as meals, telephone calls, laundry, etc. Staff Care reserves the right to cause amounts to be offset against advances for personal expenses by Staff Care or Client against amounts due to Provider hereunder.

1.05 Insurance: When providing services to Clients of Staff Care pursuant to this Agreement, Provider shall be insured under the terms of Staff Care's group malpractice insurance policy or similar insurance provided by Client. Subject to the terms and conditions of the policy, such malpractice insurance will cover Provider, if necessary, for any claim arising out of the rendering of, or failure to render professional services by Provider while on assignment under this Agreement. The cost of the malpractice coverage will be passed through to Client. Provider shall provide all information required by Staff Care's group malpractice insurer to establish and maintain eligibility under the terms of the group malpractice insurance policy. Among other things, this coverage is contingent upon the information Provider submits to Staff Care being accurate and complete. Staff Care will not insure Provider or arrange for insurance coverage for Provider when Provider is assigned to a government-owned facility under a Personal Services Contract as will be set forth in your confirmation letter. At the sole discretion of Staff Care, Provider may be allowed to provide services pursuant to this Agreement while covered by comparable malpractice insurance through Provider or Client's insurance carrier. If malpractice insurance is obtained through Provider or Client's insurance carrier, Provider shall

PROVIDER INITIALS: _____

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sign a "Hold Harmless Agreement" in a form acceptable to Staff Care. Provider should determine whether to acquire additional independent malpractice coverage.

1.06 Hospital Privileging and Licensure: Staff Care will assist Provider in requesting documentation necessary for hospital privileging and state licenses. Provider agrees to provide timely and accurate information to Staff Care and Client to complete required privileging and/or state licensure applications on a timely basis. As part of obtaining necessary hospital privileges, Provider may be required to submit to drug screening. Provider authorizes Staff Care to release to the Client any information required for hospital privileges relating to an assignment, including the results of any drug screening. Client will be required to pay for any costs relating to Provider obtaining any necessary hospital privileges relating to an assignment.

PROVIDER COVENANTS

2.01 Standard of Care: Provider shall provide medical services to patients of Client according to the standards of practice among members of the same health care profession with similar training and experience situated in the community in which Provider performs services on behalf of Client.

2.02 Records: Provider shall maintain customary medical records in accordance with the standards and within the time period set by the medical facility or facilities for which Provider performs services pursuant to this Agreement and agrees that such records shall be and remain the property of such facility or facilities. Provider agrees to complete all dictation for all progress notes, histories, physicals, and chart documentation prior to leaving the assignment as required by Client and to otherwise comply with all other applicable policies and procedures of Client.

2.03 Billings: During the term of this Agreement Provider shall assign all billings for services rendered by Provider to the Client for which Provider performs services and agrees that all billings for services rendered by Provider shall be and remain the property of and shall be processed and handled solely by such Client. Provider agrees to assist Client in Client's bill collecting procedures including but not limited to timely furnishing all information requested by Client. In connection with the processing and handling of billings by Client, Provider hereby irrevocably grants to such Client the authority to endorse and deposit as appropriate all checks and other instruments or items that may be payable to Provider with respect to services rendered by Provider. In addition, Provider agrees to deliver to any bank or other financial institution designated by any such Client written evidence of the endorsement authority granted herein.

2.04 Service: Provider agrees to devote full professional efforts while on assignment to provide medical services for Client. Client shall be solely responsible for determining Provider's work assignments, schedule, number of hours worked and patients served. Provider will not compete with Staff Care's interests while on assignment. If Provider requests or is requested to perform additional responsibilities for Client or an affiliate of Client not covered by an assignment or this Agreement, Provider shall immediately notify Staff Care and confirm the availability of malpractice coverage for the additional responsibilities. If malpractice coverage is not available through Staff Care or Client and is not provided by Provider for such additional responsibilities, Provider will not accept such additional responsibilities.

2.05 Confidentiality: Provider agrees that the terms of this Agreement are confidential and shall not be disclosed by Provider to third parties.

2.06 Notification of Litigation: Provider shall immediately notify Client and Staff Care in writing of any threatened or actual malpractice claims involving Provider, whether the situation giving rise to such claims took place before or during this Agreement or related to professional services in connection with this Agreement; Provider also agrees to notify Client and Staff Care immediately and in writing of any situation relating to services provided under this Agreement that Provider has any reason to believe may lead to a malpractice claim. Provider understands and accepts that failure by Provider to comply with the terms of this paragraph may invalidate the malpractice liability insurance provided under this Agreement.

2.07 Notification of Disciplinary Action: Provider agrees to notify Client and Staff Care immediately of any disciplinary or quality assurance proceedings involving Provider (e.g., with licensing boards, quality assurance committees, hospitals or other medical facilities, medical societies, or of claims of suits), and Provider agrees to promptly notify Client and Staff Care in the event any such proceedings are pending or are instituted, whether or not they are related to professional services performed for a Client of Staff Care.

2.08 Reproduction of Curriculum Vitae: In the course of presenting Provider to Clients for potential provision of locum tenens services, Staff Care will reproduce the curriculum vitae of Provider. Staff Care will use

PROVIDER INITIALS: _____

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good faith efforts to prevent any errors in the reproduction of Provider's curriculum vitae. Provider hereby agrees to release and hold Staff Care harmless from all liability for any errors made in such reproduction.

GENERAL

3.01 Term: This Agreement shall commence on the Effective Date and continue until terminated as set forth herein or until such time as a new agreement is entered into between Staff Care and Provider.

3.02 Termination:

- a) Either party may terminate this Agreement and Provider or Client may terminate an assignment with or without cause by giving at least thirty (30) days prior written notice; provided, however, Staff Care shall not have the right to terminate an assignment for a Client for which Provider is performing services. Provider agrees to provide locum tenens coverage at the location or locations designated by Client during the entire notice period. Staff Care shall not be obligated to pay Provider for any scheduled professional services not actually performed by Provider during the notice period.
- b) This Agreement may also be terminated by Staff Care, in its sole discretion, immediately and without prior notice to Provider upon the occurrence of any of the following events:
 - i) Provider becomes disqualified to practice medicine in any state or Provider's license or hospital privileges are revoked, suspended or restricted, voluntarily or involuntarily.
 - ii) Staff Care Clients for whom Provider provides services request that Provider be removed for reasons alleged or actual, relating to competence or professional conduct.
 - iii) Provider fails to qualify or becomes ineligible for coverage under the terms of Staff Care's group malpractice insurance policy and is not covered by other malpractice coverage acceptable to Staff Care in its sole discretion.
 - iv) Provider fails or refuses to perform the duties required by this Agreement, violates any terms of this Agreement, or otherwise refuses to cooperate with Staff Care.
 - v) Staff Care determines that Provider provided false and/or misleading information or failed to provide information, the omission of which made Provider's representation(s) in any of the application materials misleading.
- c) If Client fails to meet its financial obligations to Staff Care for services performed by Provider, Provider's assignment may be cancelled. Notwithstanding anything to the contrary set forth herein, under no circumstances will Staff Care be obligated to pay Provider for services for which Staff Care has not received payment from Client. Provider will not be entitled to payment for any scheduled services not actually performed on a cancelled assignment but Client will remain liable to Provider for payment for services performed on cancelled assignments.
- d) Client, at its sole discretion, will have the right to terminate the services of Provider for any assignment if Client does not reasonably find the services of Provider to be appropriate; provided, however, Client will be liable to Provider for payment for services performed by Provider prior to termination. Provider will not be entitled to payment for any scheduled services not actually performed by Provider as a result of the termination of an assignment.

3.03 Non-Solicitation: During the term of this Agreement and for a period of two years after this Agreement is terminated for any reason, Provider shall not solicit or make any offer to become employed by, or to become involved, associated or affiliated with, directly or indirectly, any Client of Staff Care whose need for coverage was disclosed to Provider by Staff Care or to whom Provider provided services pursuant to this Agreement, or to any affiliate of such Client, unless otherwise agreed to in writing by Staff Care. Provider will not disclose information about opportunities presented to him/her by Staff Care to other agencies.

3.04 Recruitment:

- a) If during the two year period after you are presented by Staff Care to Client for services or after you cease to provide services to Client under this Agreement, which ever is later, Provider is recruited and accepts a permanent

PROVIDER INITIALS: _____

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position with Client or one of Client's affiliates, Client shall be responsible for paying a recruitment fee if Staff Care has an agreement with Client for the payment of such fee. Provider agrees to notify Staff Care immediately in the event Provider accepts an offer of a permanent position with Client or one of Client's affiliates. If Client, or other third party, fails or refuses to pay the recruitment fee to Staff Care, or is not obligated to pay such fee, then Provider agrees not to accept the permanent position or agrees to pay the recruitment fee of ~~(\$500.00)~~ to Staff Care, plus any and all expenses such as attorneys' fees incurred in the collection of such amounts. Provider hereby authorizes Staff Care to offset any payment and reimbursements due to Provider for providing services to Client against the recruitment fee owed to Staff Care.

- b) If during the term of this Agreement Provider is recruited and accepts a position with a Client or an affiliate of a Client to provide locum tenens coverage, such Client or its affiliates, as applicable, shall be responsible for paying locum tenens fees to Staff Care, if Staff Care has an agreement with Client for payment of such fees. Provider agrees to notify Staff Care immediately in the event Provider accepts an offer of a locum tenens position. If Client, or other third party, fails or refuses to pay the locum tenens fee to Staff Care, or is not obligated to pay such fee, then Provider agrees not to accept the locum tenens position or agrees to pay the recruitment fee set forth above plus any and all expenses such as attorneys' fees incurred in the collection of such amounts. Provider hereby authorizes Staff Care to offset any payments and reimbursements due to Provider against the locum tenens fee or recruitment fee that is owed to Staff Care.

3.05 Independent Contractor; Placement Agent:

- a) Staff Care acts as a placement agent for Client and Provider is an independent contractor. Provider shall not be, for any purpose, treated as an employee or agent of Staff Care. Staff Care is not licensed to practice medicine. Staff Care shall not in any way attempt to influence or direct Provider's professional medical judgment or Provider's relationship with Clients or patients. Because Provider is not an employee of Staff Care, Provider agrees that Staff Care shall not provide health insurance, worker's compensation or unemployment benefits for Provider, and Staff Care shall not make or withhold tax payments for state or federal entities unless required by law. Staff Care shall deliver to Provider a Form 1099 annually within the time required by law.
- b) Provider acknowledges and agrees that (i) he/she is a self-employed independent contractor and is not an employee of Staff Care and Provider shall not be, for any purpose, treated as an employee of Staff Care; (ii) Provider is solely responsible for the filing and paying of all federal, state, and local income taxes and self-employment taxes due on the payments received from Staff Care or Client's of Staff Care; (iii) Staff Care is not a permanent staffing agency or a staff leasing service; (iv) available assignments will vary from time-to-time depending on the needs of Staff Care Clients and Staff Care does not and cannot guarantee specific dates, times, or hours of assignments; (v) as an independent contractor, Provider has the flexibility to accept or decline an assignment for which he/she is selected and (vi) Provider is not eligible to claim unemployment benefits or workers' compensation benefits and will not file any claim against Staff Care for unemployment or workers' compensation benefits. If Provider is unable to fulfill an assignment for any reason, Provider agrees to notify the appropriate Staff Care Account Representative immediately. When an assignment ends, Provider agrees to contact his/her Staff Care Recruiting Consultant for other potential assignments. Provider agrees to execute a Declaration in relation to the foregoing in the form attached hereto and in conjunction with each assignment accepted by Provider.
- c) Any action taken by Provider that is inconsistent with his/her status as an independent contractor will be a breach of this Agreement. Staff Care will be entitled to recover damages from Provider for all costs and expenses, including attorneys fees, resulting from or arising out of any such breach.

3.06 INDEMNIFICATION: AS AN INDEPENDENT CONTRACTOR, PROVIDER IS RESPONSIBLE FOR HIS/HER OWN MEDICAL DECISIONS AND ACTIONS AND HEREBY INDEMNIFIES STAFF CARE, AND SHALL HOLD STAFF CARE HARMLESS FROM ANY LOSSES, DAMAGES, LIABILITIES AND EXPENSES ("CLAIMS") NOT COVERED BY THE MALPRACTICE INSURANCE REFERRED TO IN SECTION 1.05 HEREOF THAT ARE INCURRED BY STAFF CARE ARISING OUT OF, IN CONNECTION WITH, OR AS A RESULT OF PROVIDER RENDERING OR FAILING TO RENDER MEDICAL SERVICES DURING THE TERM OF THIS AGREEMENT, INCLUDING CLAIMS THAT STAFF CARE'S NEGLIGENCE, IN WHOLE OR IN PART, CAUSED THE LOSS.

3.07 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas without giving effect to conflict of law principles. Exclusive jurisdiction and venue of any dispute or legal action relating to this Agreement shall lie in the state or federal courts of Dallas County, Texas.

PROVIDER INITIALS: _____

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3.08 Notice: All notices hereunder shall be in writing and shall be sent by registered or certified mail, return receipt requested, to the addresses listed below the signatures to this Agreement.

3.09 Entire Agreement: All prior or contemporaneous agreements, representations and statements; if any, between the parties hereto, or their representatives, are merged into this Agreement, and this Agreement and the confirmation letters and Declarations related to this Agreement shall constitute the entire Agreement between the parties.

3.10 Amendment: No waiver or modification of the terms hereof shall be valid unless in writing signed by the party to be charged and only to the extent therein set forth.

3.11 Assignment: This Agreement may not be assigned, in whole or in part, by Provider. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of Staff Care.

3.12 Delay: Neither party hereto shall be liable in damages for any delay or default in performing its or his/her respective obligations under this Agreement if such delay or default is caused by conditions beyond its or his/her control, including, but not limited to, acts of God, government restrictions, strikes, fires, floods, work stoppages, or acts or the failure to act by third parties. So long as any delay or default continues, the party affected by the conditions beyond its or his/her control shall keep the other party at all times fully informed concerning the matters causing the delay or default and the prospects of their ending.

3.13 Headings: The captions appearing in this Agreement are intended only as a matter of convenience and for reference and in no way define, limit or describe the scope and intent of this Agreement or any of its provisions.

3.14 Severability: The parties acknowledge and agree that each provision of this Agreement shall be enforceable independently of every other provision. Furthermore, the parties acknowledge and agree that, in the event any provision of this Agreement is determined to be unenforceable for any reason, the remaining covenants and/or provisions will remain effective, binding and enforceable. The parties further agree that, in the event that any provision of this Agreement is determined to be unenforceable for any reason, the parties agree to substitute a comparable provision dealing with the same subject matter as the unenforceable provision that approximates the effect and intent of the unenforceable provision to the maximum extent permissible under applicable law.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

STAFF CARE, INC.

By _____
Staff Care, Inc.
5001 Statesman Drive

Irving, TX 75063

By _____

SS# Tax ID _____
Date _____



AGREEMENT FOR LOCUM TENENS COVERAGE

This AGREEMENT ("AGREEMENT") is executed on March 26, 2007 (the "Effective Date") by and between Staff Care, Inc. ("AGENCY") and McLeod Physician Associates ("CLIENT") for the purpose of AGENCY arranging for Locum Tenens provider(s) ("PROVIDER" or "PROVIDERS") to the CLIENT for the times and rates specified in one or more SERVICE ORDER(s) ("ORDER") issued under this AGREEMENT and incorporated herein by reference. This AGREEMENT shall commence on the Effective Date and shall continue until March 28, 2008 (the "Initial Term"), unless terminated earlier as provided herein. At the end of the Initial Term, this AGREEMENT shall automatically be extended for additional one-year terms unless written notice is provided by either party regarding the non-renewal of this AGREEMENT within thirty (30) days prior to the end of the Initial Term or any subsequent renewal.

The terms and conditions of this AGREEMENT are set forth below:

A. DUTIES OF AGENCY:

- A.1 Use its best efforts to identify Locum Tenens PROVIDERS acceptable to CLIENT;
- A.2 Screen and obtain references for all Locum Tenens PROVIDERS including verification of licensure;
- A.3 Arrange a complete travel and accommodation itinerary in conjunction with CLIENT;
- A.4 Arrange malpractice insurance coverage through AGENCY'S insurance carrier for Locum Tenens PROVIDERS;
- A.5 Pay PROVIDERS on behalf of CLIENT for services rendered by PROVIDERS and at rates agreed to by CLIENT and PROVIDER facilitated by AGENCY.

B. DUTIES OF CLIENT:

- B.1 Supply Locum Tenens PROVIDERS, according to the required specialty, with a (i) reasonable coverage schedule, (ii) reasonably maintained, usual and customary equipment and supplies, (iii) a suitable practice environment complying with acceptable ethical and procedural standards, and, as necessary, (iv) appropriately trained support staff, all so as to enable the PROVIDER to perform medical services in his or her specialty on comparable terms to other practitioners in the same specialty at CLIENT's facility;
- B.2 CLIENT and PROVIDER, not AGENCY, shall be responsible for determining PROVIDER'S fees, coverage assignments, schedule, number of hours provided, number of patients served and other requirements related to the performance of professional services by PROVIDER in accordance with the terms set forth in the ORDER;
- B.3 CLIENT shall bill for, collect and retain all professional fees generated by services rendered by PROVIDER;
- B.4 Once a PROVIDER is presented to CLIENT by AGENCY, CLIENT agrees to notify AGENCY within 48 hours of its intentions to accept or not accept the services of said PROVIDER;
- B.5 CLIENT shall provide or directly reimburse PROVIDER through AGENCY for cost of housing outside CLIENT's facility, local transportation, en route lodging, en route meals, and reasonable transportation costs to and from CLIENT'S location;
- B.6 Comply with AMA, Federal, State and Local standards relating to patient care, the practice of medicine and related activities;
- B.7 Establish and pay for all fees associated with hospital privileges for PROVIDER;
- B.8 CLIENT agrees to pay AGENCY the fees and expenses specified in the ORDER for each PROVIDER. CLIENT agrees to reimburse AGENCY for the actual amount of any applicable state or local sales, gross or similar tax ("Taxes") imposed on Fees paid to AGENCY by CLIENT for provider coverage. Invoices are due upon receipt. Any invoice that is greater than 30 days past due shall bear interest at the rate of one and one-half percent (1 and 1/2%) per month. CLIENT agrees to pay AGENCY all collection costs and expenses incurred by AGENCY to enforce this agreement, including but not limited to attorneys fees, collection agency fees, costs and expenses;
- B.9 If a PROVIDER presented to CLIENT during the term of this AGREEMENT provides Locum Tenens coverage for CLIENT within two (2) years (a) after such presentation or (b) after such PROVIDER ceases to provide services to CLIENT hereunder, CLIENT agrees such services shall have been arranged through AGENCY. If these services are not arranged through AGENCY, AGENCY will consider CLIENT'S use of the PROVIDER'S services as "Reassignment." In which case Section B.10 below will be applicable in its entirety. It is understood that AGENCY is solely responsible for the introduction of a PROVIDER to CLIENT, unless CLIENT notifies AGENCY within 48 hours of such introduction of CLIENT'S prior knowledge of said PROVIDER'S availability. Should CLIENT directly refer PROVIDER to an affiliated organization for either permanent or Locum Tenens coverage, CLIENT will be billed for services rendered pursuant to this Section B.9 or B.10, as applicable;
- B.10 REASSIGNMENT: CLIENT agrees to pay AGENCY a reassignment fee for the reassignment of each PROVIDER presented to CLIENT or any organization affiliated with CLIENT who becomes a permanent employee of CLIENT within two (2) years (a) after such presentation or (b) after such PROVIDER ceases to provide services to CLIENT under this AGREEMENT. The amount of the reassignment fee will be based on PROVIDER'S specialty type, and will be specified in the ORDER. Fees for Locum Tenens services, as provided herein, shall continue until the reassignment fee is paid in full. The reassignment fee is due as to any PROVIDER whose services or curriculum vitae were made available to CLIENT orally or in writing by AGENCY. For purposes of this section, an affiliate of the CLIENT includes, but is not limited to, an organization or person that has any form of direct or indirect business relationship with CLIENT or any successor to CLIENT'S business; CLIENT agrees not to discuss the fee structure set forth in the ORDER with third parties; CLIENT will not share or distribute credentials of any PROVIDER or potential PROVIDER with or to any third party without prior written authorization of AGENCY.

Client # 142191

client initials:

02X0107

C. CANCELLATION

- C.1 AGENCY reserves the right to terminate this AGREEMENT in writing at any time. In the event such termination results from CLIENT'S misrepresentations herein or in the ORDER, including, without limitation, the nature of PROVIDER assignments, or from CLIENT'S breach of any obligations (including financial) herein, no prior notice will be necessary;
- C.2 CLIENT may terminate this AGREEMENT or the services of any scheduled PROVIDER at any time in writing, subject to the limitations included below in Section D.8, provided once CLIENT has accepted a PROVIDER through verbal or written communication, termination by CLIENT shall not be effective until 30 days after written notice of termination was received by AGENCY. CLIENT will be invoiced, in accordance to the rates agreed upon in the ORDER, for all scheduled time through the effective date of termination. Upon termination, CLIENT also remains obligated for any and all fees and expenses that are due and owing to AGENCY under this AGREEMENT, as well as any other fees, expenses or other charges in connection with services performed by a PROVIDER through the effective date of termination;
- C.3 If, at any time during the course of this AGREEMENT or any assignments or placements hereunder, CLIENT does not reasonably find the performance of any PROVIDER to be appropriate, CLIENT shall provide written notice of such determination to AGENCY, and AGENCY shall attempt to replace such PROVIDER. CLIENT shall be solely responsible for terminating PROVIDER due to a PROVIDER'S poor performance, including, but not limited to intentional or unintentional dereliction of duties, gross negligence, or loss of hospital privileges, as determined by CLIENT in its sole discretion. CLIENT may request that AGENCY on CLIENT'S behalf deliver a notice of termination to a PROVIDER, but under no circumstances shall AGENCY have the unilateral right or authority to terminate a PROVIDER'S assignment. CLIENT remains obligated to pay AGENCY, as applicable, for the costs and expenses incurred through the date of CLIENT'S termination of PROVIDER'S assignment.

D. GENERAL PROVISIONS

- D.1 CLIENT shall exercise independent judgment as to the professional qualifications of PROVIDER;
- D.2 AGENCY is not licensed to practice medicine and shall have no control as to the means or the quality of medical services furnished by any PROVIDER, nor shall AGENCY have any right or responsibility for making any determinations regarding PROVIDER'S professional service assignments, schedule or practice. AGENCY shall have no liability for any injury or any loss to any party relating to or in any way arising out of PROVIDER'S professional services at or on behalf of CLIENT;
- D.3 Each party represents that it is not currently under investigation or debarred by any state or federal governmental agency for Medicare or Medicaid fraud. Further, each party represents that to the best of its reasonable knowledge its currently practicing staff (to include for AGENCY its PROVIDERS and for CLIENT its physicians and applicable healthcare staff, hereinafter collectively "Staff"), are not currently excluded from participating in the Medicare or Medicaid programs or other government programs which are reported on the OIG or GSA lists. In the event an investigation of a party is initiated by any state or federal governmental agency, or it is discovered that the representations contained herein are false, the non-breaching party reserves the right to immediately terminate this Agreement. It is understood and agreed to by the parties that the ability to verify if any Staff are currently debarred is dependent upon the accuracy of the information contained on the OIG and GSA lists of excluded persons and the representations of each individual Staff;
- D.4 CLIENT acknowledges that neither AGENCY nor its employees are engaged in any fashion in the practice of medicine;
- D.5 CLIENT acknowledges that PROVIDER is not an employee of AGENCY, the relationship of PROVIDER to AGENCY is that of an independent contractor, all payments made by AGENCY to PROVIDER are made on behalf of CLIENT and AGENCY acts only as a placement agency;
- D.6 CLIENT agrees that it will not seek to terminate a PROVIDER'S placement, nor will it refuse a PROVIDER'S services, for a discriminatory reason, including the PROVIDER'S race, sex, national origin, religion, age, disability, marital status, veteran status, or any other protected classification;
- D.7 CLIENT certifies that it will not use any information provided to it by AGENCY regarding PROVIDER in an unlawful manner or for any unlawful purpose;
- D.8 Changes to this AGREEMENT will be made in the form of a written amendment executed by the parties and attached hereto, and any such change will supercede corresponding clauses in this AGREEMENT;
- D.9 This AGREEMENT is enforceable pursuant to and in accordance with the laws of the State of Texas; any dispute arising out of this AGREEMENT shall be decided by a court of competent jurisdiction in Dallas County, Texas. This agreement is deemed accepted by Client in Texas;
- D.10 CLIENT hereby represents and warrants to AGENCY that it is lawfully organized and is in good standing in the State in which its principal office is located; the CLIENT'S name in the introductory paragraph of this AGREEMENT is CLIENT'S true, correct and complete legal name; and the person executing this AGREEMENT and any amendment has been or will be fully authorized to do so on behalf of and as a binding act of CLIENT;
- D.11 Sections B.8, B.9, B.10 and all of Section D shall survive the expiration or cancellation of this AGREEMENT.

IN WITNESS WHEREOF, this Agreement is executed effective as of the Effective Date.

STAFF CARE, INC.

BY: Gerald Salinas

PRINT NAME:

TITLE:

5001 Statesman Drive
Irving, Texas 75063

McLeod Physician Associates II

BY: CHARLES M. JORDAN, M.D.

PRINT NAME:

TITLE:

901 E. Cheves Street Suite 280
Florence, SC 29501

Client # 142191

02/01/07



ORDER

MCLEOD PHYSICIAN ASSOCIATES
Florence, SC

Orthopedic Surgery

Rate Schedule:

Daily Rate: \$1850/8-hour day
 Premium Rate: \$230/Hour (CLIENT will be charged the Premium Rate for all hours worked beyond 8 hours a day)
 Weeknight Call: \$220/Night (CLIENT will be charged the Premium Rate for all hours worked while on call)
 Weekend Call: \$1650/per 24 hrs (to include 4 hours of grade between the hours of 8:00am and 5:00pm)

Administrative Services: \$16/Day

Holiday Premium: A rate of one half of the Daily Rate will be charged for New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas, or any holiday that is recognized by the CLIENT if PROVIDER remains in the assignment community, whether or not services are actually provided on those days. If PROVIDER is required to be on call, CLIENT will pay the full Daily Rate for PROVIDER for each holiday. If PROVIDER has any patient contact or is required to report to CLIENT'S facility on one of these holidays, CLIENT will pay the full Daily Rate for PROVIDER plus the Holiday Premium which includes up to 4 hours of professional services. CLIENT will be charged at the Premium Rate for all hours performed over four hours on any of these holidays.

CLIENT agrees to pay for a minimum of 40 hours of PROVIDER'S professional services in any week.

The administrative service fee is applicable for each calendar day the provider delivers services through either patient contact or call availability and includes, but is not limited to, the following services: maintenance of medical malpractice insurance policy, referencing, verifying licensure, forwarding client's verification forms to third parties and continuous follow-up to ensure completed forms are returned to client in a timely manner, and coordinating travel itineraries.

Once a PROVIDER is presented to CLIENT by AGENCY, CLIENT agrees to notify AGENCY within 48 hours of its intentions to accept or not accept the services of such PROVIDER.

CLIENT agrees to pay Agency \$220 for each weeknight PROVIDER is on call. Client agrees to pay Agency \$1650 for each weekend day PROVIDER is on call, to include 4 hours of grade patient contact between the hours of 8 a.m. to 5 p.m. If the PROVIDER is required to go into the hospital or practice while on weekend call after the four (4) hours of grade, or outside of the hours of 8 a.m. to 5 p.m., the premium rate becomes effective.

CLIENT agrees to pay AGENCY a reassignment fee of \$40,000 for the reassignment of each PROVIDER presented to CLIENT or any organization affiliated with CLIENT if such PROVIDER becomes a permanent employee of CLIENT or an affiliate of CLIENT within (2) years after such PROVIDER is presented to CLIENT or after PROVIDER ceases to provide services to CLIENT. Refer to clause B.10 in the AGREEMENT FOR LOCUM TENENS COVERAGE (the "AGREEMENT") regarding the reassignment fee.

The above Rate Schedule includes both the amounts payable by CLIENT to PROVIDER and AGENCY. The portion of the fee payable to AGENCY out of the above Rate Schedule will vary depending upon amounts payable to PROVIDER from CLIENT. This will not affect the amounts reflected in the above Rate Schedule; however, should rates increase at any time for any reason during the term of the assignment covered by this ORDER, AGENCY will give CLIENT 30 days notice prior to the effective date of the increase.

The schedule of rates includes fees to be paid the Provider to which the Provider has agreed and Client by this order confirms. Client acknowledges that Staff Care as a placement agency does not determine the rates of payment going to the Provider.

I understand that this ORDER is a part of the AGREEMENT FOR LOCUM TENENS COVERAGE, and CLIENT shall immediately notify AGENCY in writing if it does not accept the terms set forth herein.

(Client)

Charles M. Jordan

(Name)

CHARLES M. JORDAN, M.D.

(Title)

SENIOR V.P.

(Date)

3/26/07

Client 142191

02/01/07



ORDER

MCLEOD PHYSICIAN ASSOCIATES
Florence, SC

Orthopedic Traumatologist Surgery

Rate Schedule:

Daily Rate: \$2200/8-hour day
Premium Rate: \$350/Hour (CLIENT will be charged the Premium Rate for all hours worked beyond 8 hours a day)
Weeknight Call: \$310/Night (CLIENT will be charged the Premium Rate for all hours worked while on call)
Weekend Call: \$2200/per 24 hrs (to include 4 hours of gratis between the hours of 8:00am and 5:00pm)

Administrative Services: \$18/Day

Holiday Premium: A rate of one half of the Daily Rate will be charged for New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas, or any holiday that is recognized by the CLIENT if PROVIDER remains in the assignment community, whether or not services are actually provided on those days. If PROVIDER is required to be on call, CLIENT will pay the full Daily Rate for PROVIDER for each holiday. If PROVIDER has any patient contact or is required to report to CLIENT'S facility on one of these holidays, CLIENT will pay the full Daily Rate for PROVIDER plus the Holiday Premium which includes up to 4 hours of professional services. CLIENT will be charged at the Premium Rate for all hours performed over four hours on any of these holidays.

CLIENT agrees to pay for a minimum of 40 hours of PROVIDER'S professional services in any week.

The administrative service fee is applicable for each calendar day the provider delivers services through either patient contact or call availability and includes, but is not limited to, the following services: maintenance of medical malpractice insurance policy, referencing, verifying licensure, forwarding client's verification forms to third parties and continuous follow-up to ensure completed forms are returned to client in a timely manner, and coordinating travel itineraries.

Once a PROVIDER is presented to CLIENT by AGENCY, CLIENT agrees to notify AGENCY within 48 hours of its intentions to accept or not accept the services of such PROVIDER.

CLIENT agrees to pay Agency \$220 for each weeknight PROVIDER is on call. Client agrees to pay Agency \$1650 for each weekend day PROVIDER is on call, to include 4 hours of gratis patient contact between the hours of 8 a.m. to 5 p.m. If the PROVIDER is required to go into the hospital or practice while on weekend call after the four (4) hours of gratis, or outside of the hours of 8 a.m. to 5 p.m., the premium rate becomes effective.

CLIENT agrees to pay AGENCY a reassignment fee of \$50,000 for the reassignment of each PROVIDER presented to CLIENT or any organization affiliated with CLIENT if such PROVIDER becomes a permanent employee of CLIENT or an affiliate of CLIENT within (2) years after such PROVIDER is presented to CLIENT or after PROVIDER ceases to provide services to CLIENT. Refer to clause B.10 in the AGREEMENT FOR LOCUM TENENS COVERAGE (the "AGREEMENT") regarding the reassignment fee.

The above Rate Schedule includes both the amounts payable by CLIENT to PROVIDER and AGENCY. The portion of the fee payable to AGENCY out of the above Rate Schedule will vary depending upon amounts payable to PROVIDER from CLIENT. This will not affect the amounts reflected in the above Rate Schedule; however, should rates increase at any time for any reason during the term of the assignment covered by this ORDER, AGENCY will give CLIENT 30 days notice prior to the effective date of the increase.

The schedule of rates includes fees to be paid the Provider to which the Provider has agreed and Client by this order confirms. Client acknowledges that Staff Care as a placement agency does not determine the rates of payment going to the Provider.

I understand that this ORDER is a part of the AGREEMENT FOR LOCUM TENENS COVERAGE, and CLIENT shall immediately notify AGENCY in writing if it does not accept the terms set forth herein.

(Client) CHARLES M. JORDAN, M.D.

(Name) Charles M. Jordan

(Title) SENIOR VP.

(Date) 3-26-07

02/01/07

Client 142191

TOTAL P.13

Staff Care^{inc.}

The Leader in Locum Tenens Staffing

Rate ORDER

MC LEOD PHYSICIAN ASSOCIATES
Dillon, SC

OB/GYN 24 Hr Call

Rate Schedule:

Daily Rate: \$1575/for 24 hours call
Premium Rate: \$225/Hour (CLIENT will be charged the Premium Rate for all hours worked while on call, after the 2 hours of gratis patient contact)

Administrative Services: \$19/ Day

Holiday Premium: A rate of one half of the Daily Rate will be charged for New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas, or any holiday that is recognized by the CLIENT if PROVIDER remains in the assignment community, whether or not services are actually provided on those days. If PROVIDER is required to be on call, CLIENT will pay the full Daily Rate for PROVIDER for each holiday. If PROVIDER has any patient contact or is required to report to CLIENT'S facility on one of these holidays, CLIENT will pay the full Daily Rate for PROVIDER plus the Holiday Premium which includes up to 4 hours of professional services. CLIENT will be charged at the Premium Rate for all hours performed over four hours on any of these holidays.

The administrative service fee is applicable for each calendar day the provider delivers services through either patient contact or call availability and includes, but is not limited to, the following services: maintenance of medical malpractice insurance policy, referencing, verifying licensure, forwarding client's verification forms to third parties and continuous follow-up to ensure completed forms are returned to client in a timely manner, and coordinating travel itineraries.

Once a PROVIDER is presented to CLIENT by AGENCY, CLIENT agrees to notify AGENCY within 48 hours of its intentions to accept or not accept the services of such PROVIDER.

CLIENT agrees to pay AGENCY a reassignment fee of \$32,000 for the reassignment of each PROVIDER presented to CLIENT or any organization affiliated with CLIENT if such PROVIDER becomes a permanent employee of CLIENT or an affiliate of CLIENT within (2) years after such PROVIDER is presented to CLIENT or after PROVIDER ceases to provide services to CLIENT. Refer to clause B.10 in the AGREEMENT FOR LOCUM TENENS COVERAGE (the "AGREEMENT") regarding the reassignment fee.

The above Rate Schedule includes both the amounts payable by CLIENT to PROVIDER and AGENCY. The portion of the fee payable to AGENCY out of the above Rate Schedule will vary depending upon amounts payable to PROVIDER from CLIENT. This will not affect the amounts reflected in the above Rate Schedule; however, should rates increase at any time for any reason during the term of the assignment covered by this ORDER, AGENCY will give CLIENT 30 days notice prior to the effective date of the increase.

The schedule of rates includes fees to be paid the Provider to which the Provider has agreed and Client by this order confirms. Client acknowledges that Staff Care as a placement agency does not determine the rates of payment going to the Provider.

I understand that this ORDER is a part of the AGREEMENT FOR LOCUM TENENS COVERAGE, and CLIENT shall immediately notify AGENCY in writing if it does not accept the terms set forth herein.

(Client) Charles M. Jordan, M.D.

(Name) CHARLES M. JORDAN, M.D.

(Title) SENIOR V.P.

(Date) 10 / 29 / 07

02/01/07



ORDER

MCLEOD PHYSICIAN ASSOCIATES
Florence, SC

Family Practice

Daily Rate: \$720 - 730/8-hour Day
Premium Rate: \$145/Hour (CLIENT will be charged the Premium Rate for all hours worked beyond 8 hours a day)
Weeknight Call: \$140/Night (CLIENT will be charged the Premium Rate for all hours worked)
Weekend Call: \$395/per 24-hour period (CLIENT will be charged the Premium Rate for all hours worked)
Administrative Services: \$19/Day

Holiday Premium: A rate of one half of the Daily Rate will be charged for New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas, or any holiday that is recognized by the CLIENT if PROVIDER remains in the assignment community, whether or not services are actually provided on those days. If PROVIDER is required to be on call, CLIENT will pay the full Daily Rate for PROVIDER for each holiday. If PROVIDER has any patient contact or is required to report to CLIENT'S facility on one of these holidays, CLIENT will pay the full Daily Rate for PROVIDER plus the Holiday Premium. CLIENT will be charged at the Premium Rate for all hours performed on any of these holidays.

CLIENT agrees to pay for a minimum of 8 hours of PROVIDER'S professional services in any day.

The administrative service fee is applicable for each calendar day the provider delivers services through either patient contact or call availability and includes, but is not limited to, the following services: maintenance of medical malpractice insurance policy, referencing, verifying licensure, forwarding client's verification forms to third parties and continuous follow-up to ensure completed forms are returned to client in a timely manner, and coordinating travel itineraries.

Once a PROVIDER is presented to CLIENT by AGENCY, CLIENT agrees to notify AGENCY within 48 hours of its intentions to accept or not accept the services of such PROVIDER.

CLIENT agrees to pay AGENCY an initial invoice equal to the number of days the PROVIDER is scheduled by CLIENT during the first two (2) weeks of the assignment times (X) the Daily Rate, not to exceed 10 days. This invoice is payable prior to the actual start date of PROVIDER'S assignment and is ONLY APPLICABLE WHEN A PROVIDER HAS BEEN ACCEPTED AND SCHEDULED BY CLIENT.

CLIENT agrees to pay AGENCY a reassignment fee of \$25000 for the reassignment of each PROVIDER presented to CLIENT or any organization affiliated with CLIENT if such PROVIDER becomes a permanent employee of CLIENT or an affiliate of CLIENT within (2) years after such PROVIDER is presented to CLIENT or after PROVIDER ceases to provide services to CLIENT. Refer to clause B.10 in the AGREEMENT FOR LOCUM TENENS COVERAGE (the "AGREEMENT") regarding the reassignment fee.

The above Rate Schedule includes both the amounts payable by CLIENT to PROVIDER and AGENCY. The portion of the fee payable to AGENCY out of the above Rate Schedule will vary depending upon amounts payable to PROVIDER from CLIENT. This will not affect the amounts reflected in the above Rate Schedule; however, should rates increase at any time for any reason during the term of the assignment covered by this ORDER, AGENCY will give CLIENT 30 days notice prior to the effective date of the increase.

The schedule of rates includes fees to be paid to the Provider to which the Provider has agreed and Client by this order confirms. Client acknowledges that Staff Care as a placement agency does not determine the rates of payment going to the Provider.

I understand that this ORDER is a part of the AGREEMENT FOR LOCUM TENENS COVERAGE, and CLIENT shall immediately notify AGENCY in writing if it does not accept the terms set forth herein.

(Client)

McLeod Physician Associates

(Name)

Jeff Marshall

(Title)

Director of Operations

(Date)

6/15/07

02/01/07

TOTAL P.04

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Testimonials

*"I am currently serving our
country on active duty ... as a
CRNA. I was most recently
deployed to Iraq in support of
our troops and coalition forces
as well as to the general Iraqi
populace ... While deployed,
[my recruiter] emailed me in
Iraq, and took time out of his
schedule to write me ..."*

Keith R. Anderson
CRNA

[More testimonials >>](#)

Welcome to Staff Care®

The leader in locum tenens staffing

A Division of AMN Healthcare

Staffing Temporary Physician Assignments Across the USA

Staff Care is the nation's leading locum tenens staffing firm, matching physicians in all specialties and CRNAs on a temporary basis with hospitals, medical groups, occupational medical clinics, individual practitioners, networks, psychiatric facilities, government institutions and managed care entities. Staff Care is renowned for the superior level of service afforded to healthcare providers and medical facilities.

Learn more about our medical staffing company.

Looking for Locum Tenens Assignments?

If you are interested in pursuing temporary physician assignments, look no further. The physician staffing specialists at Staff Care have extensive knowledge of the temporary staffing market industry and will strive to seek out the best locum tenens opportunities for you. Our service team will help to obtain medical licensure in other states and will also arrange malpractice insurance for the duration of your assignment.

Read about becoming a locum tenens physician.

* Opportunity Quick Search

Select Specialty

Please select a specialty

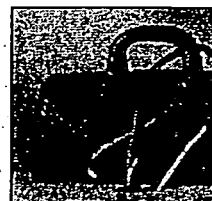
Select State

Please select a state

GO

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about the latest he
staffing trends...

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Year SM**

Each year Staff C
recognizes outsta
serving rural com

**LicenseStat®**

Learn more about
innovative service
expedite licensure
healthcare profes

Need Help with Temporary Physician Staffing?

Is your medical facility experiencing a shortage of qualified physicians to fill current staff openings? Don't let your organization continue to forego continuity of care and valuable sources of revenue. Staff Care can provide temporary physician coverage on an interim basis. Our physician staffing experts can find locum tenens providers in your greatest areas of need.

Learn more about our physician recruitment services.



Watch two complimentary webcasts about the shortage and physician recruitment and retention strategies, by national speaker Kurt Moser, President of Staff Care, in the webcasts.

Staff Care helps medical professionals find locum tenens work and assists healthcare organizations with temporary physician recruitment. Learn more about physician jobs available and the staffing solutions we can provide.

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Key Personnel
Publications
Conference Schedule
Country Doctor Award

About Us

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About Staff Care

We are the nation's leader in locum tenens staffing. Staff Care's role is to match qualified independent contractor physicians with healthcare organizations requiring temporary physician services. Locum tenens physicians maintain patient care, referrals and revenue by covering vacancies due to vacation, continuing medical education, staffing shortages, increased census and other causes.

Staff Care matches doctors in all specialties on a temporary basis with a variety of healthcare organizations, including hospitals, medical groups, occupational medical clinics, individual practitioners, networks, psychiatric facilities, government institutions and managed care entities. These interim contracts cover vacancies typically lasting from one week to one year.

Our staffing business is separated into six major physician staffing divisions: primary care, surgical, behavioral health, anesthesiology and radiology and government services. Each physician recruiter at Staff Care concentrates on the specialties that fall within his or her division, creating a higher level of expertise and more in depth networks. If you are a healthcare provider considering locum tenens work, contact us to speak with a physician recruiter right away.

The efficiency of Staff Care's internal departments contributes greatly to our success in serving our clients. Our licensing department ensures timeliness and accuracy in obtaining medical licenses for our locum tenens providers. We also offer LicenseStat, an expedited licensure service that cuts processing time by up to 50 percent. Staff Care typically arranges medical malpractice insurance for the independent contractor physicians and other providers that we match with client facilities. Annually, the research team at Staff Care publishes the *Review of Temporary Healthcare Staffing Trends and Incentives*. Staff Care is also a proud sponsor of the Country Doctor of the Year award.

Contact Information

Staff Care
5001 States
Irving, Texas:

Phone: 469
Toll Free: 8
Fax: 469.5
Email:
info@staffc

Western R
4021 South
Suite 220
Salt Lake Ci
Utah 84107

Phone: 801
Toll Free: 8
Fax: 801.26

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services.

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Let us help you find healthcare
staffing solutions.

Testimonials

"I am currently serving our country on active duty ... as a CRNA. I was most recently deployed to Iraq in support of our troops and coalition forces as well as to the general Iraqi populace ... While deployed, [my recruiter] emailed me in Iraq, and took time out of his schedule to write me ..."

Keith R. Anderson
CRNA

[More testimonials >>](#)

Read about Staff Care, specializing in the placement of locum tenens doctors. Contact us to speak with a recruiter about current job opportunities.

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 Malpractice Insurance
 Medical Licensure
 LicenseStat
 Physician Testimonials

Providers



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Locum Tenens Provider Overview

Are you interested in taking on a locum tenens assignment? Locum tenens is Latin for "holding the place," and in the healthcare industry this term refers to a physician who is filling in on a temporary basis. There are many reasons why some doctors choose to pursue locum tenens work. Some physicians have just completed their residencies, haven't established a permanent practice and are interested in trying something different before settling down. Other physicians want to experience a variety of facilities and practice settings to see what fits them best. In some cases, locum tenens work may be more profitable than running one's own practice and paying for overhead, staff and medical malpractice insurance. Doctors who are nearing retirement but would like to continue working on a part time basis, appreciate the flexibility afforded by locum tenens work. There are many benefits to becoming a locum tenens independent contractor with Staff Care.

Benefits of Locum Tenens Work

- Work where you want, when you want.
- Try out a location or practice setting.
- Concentrate on patient care.
- Medical malpractice insurance arranged.
- Travel and housing costs are included in the negotiated project fee.
- Expedited state medical licensure.
- Premium rates for additional hours and on call availability.
- Opportunities nationwide.
- No third party payer hassles
- Competitive per diem compensation

Locum tenens work can be challenging, educational and extremely rewarding. Tens of thousands of physicians practice on a locum tenens basis each year. You can find your ideal temporary physician opportunity through Staff Care. Complete our physician application today or contact our medical staffing company for more information.

Contact Information

Staff Care
 5001 States
 Irving, Texas

Phone: 469
 Toll Free: 8
 Fax: 469.5
 Email:
info@staffc

Western R
 4021 South
 Suite 220
 Salt Lake Ci
 Utah 84107

Phone: 801
 Toll Free: 8
 Fax: 801.26



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Let us help you find healthcare staffing solutions.

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Keith R. Anderson
 CRNA

[More testimonials >>](#)

Considering locum tenens work? Learn about the advantages for temporary physicians and midlevel providers. Care is the leader in locum tenens staffing.

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What Are Your Medical Staffing Needs?

Staff vacancies can cause hospitals, clinics, medical groups and other healthcare organizations to temporarily forego continuity of care and significant revenue. Don't let your facility sacrifice thousands of dollars a day. Our physician staffing experts will work with you to find the best solutions.

If you need qualified professionals to fill your temporary medical staffing needs, we can help. Staff Care has highly qualified physicians and behavioral health providers ready to take on challenging assignments across the nation. All of our healthcare professionals have passed a rigorous quality assurance process and are ready to start working. Whether you are looking for allied health, CRNA or physician staffing, we make it our business to find you the most qualified candidate for your needs.

Please complete the medical staffing request form below, or if you prefer, call us at 1.800.685.2272. Thank you for considering Staff Care.

Contact Information

Staff Care
 5001 States
 Irving, Texas

Phone: 469
 Toll Free: 8
 Fax: 469.5
 Email:
 info@staffc

Western R
 4021 South
 Suite 220
 Salt Lake Ci
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Keith R. Anderson
 CRNA

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* Required

* Facility name
 * Contact name
 Contact title
 Address1
 Address2
 City
 State
 Zip
 Corporation affiliation
 * Phone
 Fax

* Email

Have you worked with Staff Care
before?yes ☐no ☒**Please select a specialty.**

Allergy

Anesthesiology

Burn Surgery

Cardiology

Cardiology - Interventional

* Specilaty(ies) needed

Date needed from

Date needed to

Reason for need

Please select a reason

Brief practice description or other comments

SEND

Submit your medical staffing needs to Staff Care. We are a leader in temporary physician staffing and also o
tenens coverage for CRNAs and allied health professionals.

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Keith R. Anderson
CRNA

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Learn About Our Medical Staffing Services

If you are interested in learning more about Staff Care, please don't hesitate to contact us. We are proud of our standing as a leader in the medical staffing industry and our representatives are at your service. Whether you are in physician recruitment or are a healthcare provider, we can answer your questions about locum tenens assignments. At Staff Care, our goal is to match physicians, CRNAs and behavioral health specialists with medical facilities for mutually beneficial temporary arrangements. Qualified healthcare professionals can count on Staff Care to help them locate locum tenens opportunities and provide them with individual support throughout each assignment. Healthcare facilities appreciate the expertise and professionalism of our medical staffing consultants.

Please submit the contact form below with any questions or comments and a representative will reply shortly. Thank you for your interest in Staff Care.

* Required

* First name	
* Last name	
Address1	
Address2	
City	
* State	
Zip	
* Email	
* Phone number	
* Primary specialty	Please select a specialty
If "Other," please specify	
Request type	— Select one —

Contact Information

Staff Care
5001 States
Irving, Texas

Phone: 469
Toll Free: 8
Fax: 469.52
Email:
info@staffc

Western R
4021 South
Suite 220
Salt Lake Ci
Utah 84107

Phone: 801
Toll Free: 8
Fax: 801.26

Comments

SEND

To learn more about our physician recruitment and medical staffing services, please contact us today. Staff Care is the leader in locum tenens staffing.

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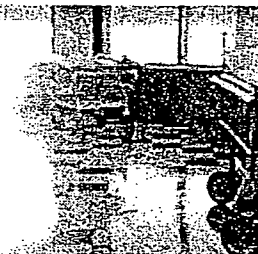
Testimonials

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Keith R. Anderson
 CRNA

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Medical Staffing FAQs

Why should I use locum tenens providers?

A medical staffing shortage for just one week can cost thousands of dollars in lost revenue and cause dissatisfaction in the community through delays, increased waiting times and cancellations. With physician recruitment efforts stretching four to six months for permanent providers, healthcare facilities often depend on locum tenens doctors as they conduct a search. Many facilities also use temporary physicians to test the need for a new staff position or specialist.

Why would a physician choose a temporary assignment?

Independent doctors, allied health professionals and CRNAs practice on a temporary basis for several reasons. Physicians just out of residency use locum tenens to 'test drive' a practice setting or location. More experienced healthcare providers appreciate the opportunity to focus on patient care, without reimbursement concerns or other paperwork hassles. In 2005, almost 39,000 medical providers practiced on a temporary basis. By working locum tenens, providers can maintain their independent status and the clinical autonomy that comes with it.

Are locum tenens providers really qualified?

According to the 2003 *Review of Temporary Healthcare Staffing Trends and Incentives*, 77 percent of healthcare administrators rate locum tenens providers as equal or superior to their staff providers. The physicians, allied health professionals and CRNAs contracted by our medical staffing company are subject to both a strict in-house qualifying process and rigid underwriting by our medical malpractice carrier. Staff Care also requests feedback regarding provider performance during each placement.

What if I need medical staffing coverage for extensive or brief periods?

Although the typical locum tenens assignment spans 10 to 20 days, temporary providers often cover vacancies lasting from three or four days up to a full year. Facilities often realize significant savings by using locum tenens providers to cover extensive physician vacancies.

How is the locum tenens provider compensated?

Staff Care processes payment on a weekly basis on behalf of its client

Contact Information

Staff Care
 5001 Statesn
 Irving, Texas

Phone: 469
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Fax: 469.5
Email:
info@staffcare.com

Western Region
 4021 South
 Suite 220
 Salt Lake City
 Utah 84107

Phone: 801
Toll Free: 8
Fax: 801.26

facilities. Providers contact us directly with any questions regarding payment rates, premium pay, expenses or other related matters. Though payment to providers ultimately is derived from the facility using the provider, we handle payment processing. In other words, using our medical staffing service reduces the paperwork for you and your staff. Staff Care also coordinates travel, housing and transportation.

Do I have to pay a fee?

There is no up-front fee for requesting locum tenens coverage through Staff Care. We operate on a contingent basis. Daily rates for provider coverage vary according to region and specialty. To learn how Staff Care can help your healthcare facility, please submit your medical staffing needs today.

Find the answers to questions frequently asked about medical staffing with locum tenens providers. Staff Care is the leader in the temporary physician employment industry.

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McLeod Health

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EMPLOYEE HEALTH VALIDATION FORM

Name: Mildred Shatto

Department: Anesthesiologist

HAS SATISFACTORILY COMPLETED HIS/HER ASSESSMENT FOR:

☒ New Employee	☐ Employee Annual
☒ New Hospital/Chaplain Volunteer	☐ Volunteer Annual
☐ New Hospice Volunteer	☐ Exposure PPD - Baseline
☐ Return-To-work	☐ Exposure PPD - 12-Week F/U
☐ Fitness-For-Duty	Other _____

Clearance Date: 11-19-07

Eusebio R. Menis, R
Employee Health Department



EMPLOYEE HEALTH VALIDATION OF FIT-TESTING

Mildred "DeDe" Shatto has successfully been fit-tested to wear a N-95

particulate respirator mask. Brand/Mask # 1870

J H Shatto
Employee's Signature

ANES.
Employee's Department

Eusebio R. Menis, R
Fit-tester's Signature

11-19-07
Date

SS#

McLeod Health

NEW HIRE POST-OFFER EMPLOYEE HEALTH ASSESSMENT

Name: <u>Mildred Shatto "Dee Dee"</u>		SSN: _____	OSHA Code: _____
DOB: <u>11/12/42</u>	Age: <u>65</u>	Department: <u>Anesthesia</u>	Job Title: <u>Contract Anesthetist</u>
Medications: <u>Effexor SL, Nucynta, Dilantin, Prilose, Avandia, Zetia, Diovan</u>		Allergies: <u>Latex, Dr. Van, Darvon Comp., Phenethiazines, Demerol (N/A)</u>	
Vitals: Temp: <u>97.4</u> Pulse: <u>76</u> BP: <u>140</u> / <u>64</u>		Height: <u>62"</u> Weight: <u>187</u> ^{lb}	
PMH: <u>See Hx</u>		Physician: <u>Dr. Charlotte</u>	
PPD Date Given: <u>11-15-07</u> Lot# <u>41719</u> Exp: <u>1-09</u>		PPD 2-step/repeat <u>Park Lake Pha -</u> Date Given: <u>9-11-07</u> Lot# <u>41719</u> Exp: <u>1-09</u>	
Date Read: <u>11-17-07</u> Result: <u>0</u> mm () Negative () Positive		Date Read: <u>9-13-07</u> Result: <u>0</u> mm () Negative () Positive	
Read by: <u>Arwood J. River View Mod Ct - Steel Creek - (Charlotte Area)</u>		Read by: <u>Duke Urgent Care</u>	
POSITIVE HX			
Date: _____ History of BCG? Yes or <u>No</u> DHEC form? Yes or <u>No</u> Drug Therapy? Yes or <u>No</u> S/S TB? Yes or <u>No</u>			
CXR date: _____ Result: _____			
IMMUNIZATIONS			TD <u>3-10-89</u> <u>Will get booster</u> Hep A #1 _____ #2 _____
Hep B #1 <u>11-07-85</u> #2 <u>12-10-85</u> #3 <u>5-15-86</u> Titer Date <u>11-19-07</u> +1-			
2nd Series #4 _____ #5 _____ #6 _____ Titer Date _____ +1-			
MMR #1 _____ #2 _____ Titer Date <u>11-19-07</u> +1-			
VZ #1 _____ #2 _____ Titer Date _____ +1-			
DRUG SCREEN Negative or Non-negative	FIT TEST Yes/No/NA <u>1870</u>	LABS PENDING <u>MMRV</u> <u>HBSAB</u> VZ	DRUG CONF. OTHER _____

Comments: _____

Signature/Title: Ernestine R. Munn, RNDate: 11-19-07

Whispered Hearing (at 6ft) R 20/20 L 20/20 Snelling Screening R 20/20 L 20/20 Both eyes 20/20
 Ishihara WNL

System	N/Abn.	Description of Abnormal Findings	System	N/Abn.	Description of Abnormal Findings
General Appearance			Pulmonary		
Skin			Cardiovascular		
Eyes			Gastrointestinal		
Ears			Genitourinary		
Nose			Neurologic		
Mouth/Throat			Psychiatric		
Neck			Musculoskeletal		
Blood & Lymphatics			Other		

Comments: _____

Signature/Title: _____

Date: _____

MICLEUD UCCUHANMAN

EMPLOYEE HEALTH

URINE DRUG SCREEN

DONOR M. Shatto SS# _____DATE 11-15-07 TIME 10 AMCUP LOT# 209 7060506 EXP. DATE 2009/04

TEMPERATURE IS WITHIN THE RANGE OF 90.5 TO 99.8 DEGREES F.

✓ YES NO

DRUGS	NEGATIVE (-)	POSITIVE (+)
METHAMPHETAMINE	<u>✓</u>	_____
COCAINE	<u>✓</u>	_____
THC	<u>✓</u>	_____
AMPHETAMINE	<u>✓</u>	_____
OPIATES	<u>✓</u>	_____
OXYCODONE	<u>✓</u>	_____
PROPOXYPHENE	<u>✓</u>	_____
BENZODIAZEPINE	<u>✓</u>	_____
BARBITUATES	<u>✓</u>	_____
MDMA	<u>✓</u>	_____

IF POSITIVE, MUST BE SENT FOR CONFIRMATION SCREENING

YES () NO ()

M. Shatto
DONOR SIGNATURE19 Nov 07
DATEErnestina R. Mani
COLLECTOR SIGNATURE11-19-07
DATE

URINALYSIS RESULTS

LEUKOCYTES <u>trace</u>	BLOOD <u>neg</u>
NITRATES <u>neg</u>	SPEC GRAVITY <u>1.000</u> 1.010 1.015 1.020 <u>1.025</u> 1.030
UROBILINOGEN <u>0.2</u> 1 2 4 8	KETONES <u>0</u>
PROTEIN <u>neg</u>	BILIRUBIN <u>neg</u>
PH <u>5.0</u> 6.0 6.5 7.0 8.0 9.0	GLUCOSE <u>++</u> <u>Mod</u>

**McLEOD REGIONAL MEDICAL CENTER
JOB SPECIFICATION**

**Certified Registered Nurse Anesthetist
Anesthesia Department
17081**

TITLE: Staff Nurse Anesthetist**NATURAL CLASS:** 03**JOB NUMBER:** 10170**OVERTIME CLASS:** 30 24 28 10**AGE OF POPULATION SERVED:** Neonate to Elderly Adult

Revised: January, 2005**JOB SUMMARY OF RESPONSIBILITIES:**

See attached Key Results

REPORTING RELATIONSHIPS:

The staff nurse anesthetist reports to the chief nurse anesthetist and the medical director of the O.R. Supervises Anesthesia Technicians and support staff when anesthesia needs are present. Works closely with all O.R. personnel to ensure adequate patient outcomes during and after surgery. Must be able to communicate well with PACU staff as well as Critical Care Staff.

MINIMAL JOB QUALIFICATIONS:

Staff Nurse Anesthetist must have graduated from an accredited school of Nurse Anesthesia. The staff nurse anesthetist must hold a valid SC RN licensure as well as an Advanced Practice Recognition and Current CRNA certification or be eligible to take the CRNA certification examination as a new graduate from an accredited school of nurse anesthesia. Candidate must also be a member in good standing to the AANA.

EDUCATION REQUIREMENTS:

1. Have graduated from an approved School of Nursing & hold a current S.C. license as a registered nurse.
2. Have graduated from an approved Nurse Anesthesia program accredited by the AANA Council on Accreditation.
3. Have successfully completed the certification examination administered by the AANA Council on Certification.
4. Comply with criteria for biennial recertification as defined by the AANA Council of Recertification.
5. Hold current S.C. official Recognition as a CRNA.

EXPERIENCE REQUIREMENTS:

Candidates must be able to perform all areas of anesthesia and be willing to work with anesthesiologists on a variety of cases. New graduates will be considered if graduated from an accredited school of Nurse Anesthesia.

PHYSICAL REQUIREMENTS:

See attached.

AGE SPECIFIC QUALIFICATIONS:

As a staff nurse anesthetist, he or she will come in contact with the whole range of age specific population. By participation in age specific education, he or she will maintain the highest qualifications of care for all populations served.

OSHA TASK CATEGORY:

This job is rated as an Osha Category I job. This includes tasks that involve exposure to blood and body fluids or tissues. Gloves, masks, safety glasses, protective cloth covers are to be worn appropriately according to the type of procedure or task. Probable or suspected exposure must be considered by the individual when judging the extent of personal protective clothing and equipment that should be worn.

McLeod Health

The Choice for Medical Excellence.

JOB DESCRIPTION

I have received a copy of my job description and understand its contents.

J. H. Hall
Signature

19 Nov 07
Date

CRNA APPW
Job Title

ANESTHESIA
Department

McLeod Recruiting

Excellence Grows. One Career at a Time.

555 East Cheves Street • P.O. Box 100551

Florence, SC 29501-0551

www.McLeodHealth.org/careers

Dress Code Policy

McLeod Health prides itself in presenting a professional and progressive image. Our public, including patients, physician staff and the Pee Dee community form impressions very quickly of McLeod Health based on the appearance of its employees. This policy will establish general rules and guidelines with which all employees, both uniformed and non-uniformed, including management, volunteers and hospital-based physicians are required to comply.

POLICY: McLeod Health requires all employees to present a clean, tasteful, well-groomed appearance during all work and training time. Extremes in dress, jewelry, cosmetics or hairstyles will not be acceptable. All employees are required to wear nametags issued by McLeod on the exterior left side of the approved apparel, either attached to the left breast pocket or area of an outer garment. Employees are prohibited from wearing buttons, pins or badges that do not relate to better health-care delivery.

Each department requiring uniforms is responsible for developing and maintaining specific rules for that department in accordance with the code outlined in this policy. Uniform colors will comply with those colors approved for McLeod Health attire.

Checklist for Orientation

- ☐ Male employees should wear coats and ties, i.e. suits, sport jackets, slacks and ties, or conservative slacks, dress shirts and ties. Casual outfits such as jeans, denim clothes, shorts or athletic attire are not acceptable. Shirts with no collars are unacceptable.
- ☐ Female employees should wear uniforms, dresses, suits or coordinated blouse/slack outfits suitable for a business/medical environment. Outfits must have sleeves (no sleeveless shifts). Casual outfits such as jeans, denim clothes, shorts, capris or athletic attire are not acceptable. Female employees will not be permitted to come to work/training dressed in shorts, t-shirts, tank tops, halter tops, bare midriff shirts and blouses, sundresses and items that are not sufficiently opaque to conceal undergarments.
- ☐ Male and female employees should wear hose or socks (no bare legs or toes).
- ☐ Safety concerns prohibit wearing sandals and openback (i.e. strapless) shoes. Sneakers, boots, deck shoes, sandals, flip-flops and other similar casual footwear are not acceptable.

I have read and will abide by the aforementioned dress code guidelines. I understand that if I attend orientation dressed inappropriately, I may be asked to leave.

19 Nov 07
Date

J H Hatto
Signature

McLeod

Human Resources Services

555 E. Cheves St. Florence, SC 29506-2606

P.O. Box 100551 Florence, SC 29501-0551

~~Corporate Integrity Program~~

GH
Initials

I understand and agree that, in the performance of my duties as an temporary employee of McLeod Health, I must maintain Confidentiality of patients records, employee records and all other Medical Center data which are considered confidential and restricted in use. Futher, I acknowledge that I have received a copy of the Medical Center's Corporate Integrity Program and either have read it or had it read to me, and I understand that violation of this policy shall be cause for immediate termination of access to further data and immediate termination of employment with possible legal action.

My initials to the left of the above section indicates that I received a copy of the corporate integrity program information.

J. H. Shell
Signature

19 Nov 07
Date

McLeod Health

The Choice for Medical Excellence

The following documents can be found in your new employee packet. It is your responsibility to read the enclosed McLeod Health Policies and seek clarification from your Department Director if you have questions related to how they apply to you as an employee.

- Confidentiality Policy
- Dress Code Policy
- Parking Policy

THESE POLICIES DO NOT CREATE AN EXPRESS OR IMPLIED EMPLOYMENT CONTRACT. ALL EMPLOYEES OF MCLEOD HEALTH ARE EMPLOYED "AT WILL" EXCEPT FOR THOSE EMPLOYEES WHO ARE EMPLOYED PURSUANT TO A WRITTEN CONTRACT OF EMPLOYMENT SIGNED BY THE EMPLOYEE AND AN APPROPRIATE OFFICIAL OF MCLEOD HEALTH. THIS MEANS THAT AN EMPLOYEE IS FREE TO END HIS/HER RELATIONSHIP WITH THE COMPANY AT ANY TIME FOR ANY REASON, AND THAT MCLEOD HEALTH IS ALSO FREE TO END THE RELATIONSHIP AT ANY TIME. MCLEOD HEALTH RESERVES THE RIGHT TO CHANGE, REPLACE OR WITHDRAW THESE POLICIES AT ANY TIME.

19 Nov 07
Date

MILDRED H SHATTO
Employee Name (Printed)

Social Security Number

J H Shatto
Employee Signature

McLeod Health

The Choice for Medical Excellence

Rev: 1/12/04

TEMPORARY EMPLOYEE ORIENTATION CHECKLIST

Name Mildred Shatto Social Security Number _____
 Department Anesthesia Title CNA
 Paperwork Date/Time: 11-19-07 Start Date: 11-19-07
 Physical Date/Time: 11-19-07 / 8:00 Orientation Date: 11-26-07

Human Resources Responsibilities	Date Completed	Temporary Employee's Initials
Education Verification		
Licensure Verification	11-19-07	JHS
Dress Code Policy	11-19-07	JHS
Confidentiality Policy	11-19-07	JHS
Telephone Required Training		
Corporate Integrity Program Form	11-19-07	JHS
Corporate Compliance Film	11-19-07	JHS
OSHA Training Film	11-19-07	JHS
Job Spec/Key Result Plan	11-19-07	JHS
Temporary Name Badge	11-19-07	JHS
Criminal Background Check	11-19-07	JHS
Parking Pass/Parking Regulations #	11-19-07	JHS

X Linda B. Jurey
 Human Resources

11-19-07
 Date

Department Responsibilities (To be completed in the department and returned to Human Resources.)	Date Completed	Temporary Employee's Initials
Competency Check List (including age specific as applicable)	11/23/07	

X [Signature]
 Department Director/Representative

11/26/07
 Date

McLeod Health

The Choice for Medical Excellence.

Temporary Employee Emergency Information Sheet

Please Print

The following information is requested for reporting purposes in compliance with state and federal laws and will not be used to make any employment-related decisions. This information will be maintained in a secure environment and kept confidential.

Name MILDRED H. SHATTO Social Security Number _____

Home Address _____
street, lot or apartment number city state zip
LAKE WYNN, SC 29710-9108

Mailing Address _____
(if different from above) street or post office box city state zip
(same)

Telephone number (803) 691-5711 Date of Birth Nov. 1948 Marital Status 2

Agency STAFF CARE Today's Date 19 Dec 07

High school graduate? Yes ☒ No ☐

Years of college or technical school 5 1/2

Currently receiving McLeod scholarship ☐ Yes ☒ No

Highest degree earned: CERA, APEN

Part I. Please indicate your Ethnicity by choosing A or B below:

- A. ☐ Hispanic or Latino (3) - A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race
- B. ☒ Not Hispanic or Latino

Part II. If you do not consider yourself to be Hispanic or Latino, please indicate your Race below. You may check any that apply:

- ☐ American Indian or Alaskan Native (5) - A person having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliation or community attachment
- ☐ Asian (4) - A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.
- ☐ Black or African American (2) - A person having origins in any of the Black racial groups of Africa.
- ☐ Native Hawaiian or Other Pacific Islander (7) - A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
- ☒ White (1) - A person having origins in any of the original peoples of Europe, the Middle East or North Africa.

If you choose not to self-identify your race/ethnicity at this time, the federal government requires the employer to determine this information by visual observation and/or other available information.

In Case of emergency, please notify:

Name CLAIRE BROCKER Telephone number (704) 491 2236
(704) 583-0702 (H)

Address _____
Street city state zip
CHARLOTTE NC 28211

Revised: 07/06/2007

Temporary Routing InformationName of Temporary: Mildred ShattoAgency From: Staff Care

Agency Number: _____

Arrival Time: 11-19-07Physical Time: 11-19-07 @ 8:00**After Temporary is Cleared from Employee Health.**Department: AnesthesiaDepartment Phone Number: 8757Department Contact Name: Keith Torgersen

Revised 8/6/03

McLeod

REGIONAL MEDICAL CENTER
The Choice For Medical Excellence

MEDICAL HISTORY FORM

Employee Name SHARRO, MILDRED H.

SSN _____

Employer STAFF CAREJob Title CRNASex: ☐ Male ☒ FemaleDate of birth 12 Nov 1942

Do you now have or have you ever had:		Y	N	Do you now have or have you ever had:		Y	N
①	Broken or fractured bones.	☒	☐		Epilepsy, fits or seizures	☐	☐
①	Head injury	☒	☐		Stomach, intestine or bowel disease	☒	☐
①	Problems with back, neck or spine	☒	☐		Parkinson's disease	☐	☐
	Seen doctor or chiropractor for neck or back	☒	☐		Cerebral palsy	☐	☐
③	Ruptured or slipped disc in neck or back	☒	☐		Memory loss or dementia	☐	☐
④	Injury to neck or back	☒	☐		Paralysis or muscle weakness, history of poliomyelitis	☐	☐
	Surgery on neck, back or spine	☒	☐		Other neurological disorders or brain damage	☐	☐
	Arthritis, swelling or pain in joints	☒	☐		Multiple sclerosis, muscular dystrophy	☐	☐
	Chronic osteomyelitis	☒	☐		Migraines or severe headaches	☐	☐
	Ankylosis of joints (stiff joints)	☒	☐		Mental retardation	☐	☐
	Pain, weakness, numbness in arm or hand	☒	☐		Mental, emotional or psychiatric disorder	☒	☐
	Loss of finger, foot, leg, arm or hand	☒	☐		Mental health treatment of any type	☒	☐
	Carpal tunnel syndrome	☒	☐		Any history of substance abuse or dependence	☐	☐
	Other wrist or hand problem	☒	☐		Skin allergies or sensitivities	☐	☐
⑧	Dislocation of any joint	☒	☐		Latex allergy or sensitivity	☐	☐
⑧	Injury or abnormality of legs or feet	☒	☐		Rashes, eczema or other skin problems	☐	☐
	Worn eyeglasses or contact lenses	☒	☐		Severe burns or skin grafts	☐	☐
	Problem with color vision	☒	☐		Easy bruising or bleeding, hemophilia	☐	☐
	Loss of sight in one or both eyes	☒	☐		Sickle cell disease or sickle cell trait	☐	☐
	Partial loss of uncorrected vision	☒	☐		Blood clots or thrombosis	☐	☐
	Disease of the eyes or other eye problems	☒	☐		High or low blood count	☐	☐
	Sinus disease	☒	☐		Splenectomy (spleen removal)	☐	☐
	Loss of hearing or deafness	☒	☐		Diabetes or blood sugar problem	☒	☐
	Dizzy spells	☒	☐		Hyperinsulinism	☐	☐
	Other ear problems or diseases	☒	☐		Thyroid, hormone or endocrine problem	☐	☐
	Speech problems	☒	☐		Lupus, scleroderma or autoimmune disease	☐	☐
	Positive TB test/diagnosed with tuberculosis	☒	☐		Fibromyalgia or chronic fatigue syndrome	☐	☐
	Taken medicine for tuberculosis	☒	☐		High cholesterol	☒	☐
	Collapsed lung or pneumothorax	☒	☐		Allergies, chemical or environmental sensitivities	☐	☐
⑦	Bronchitis, pneumonia, asthma or wheezing	☒	☐		Silica exposure or silicosis	☐	☐
	Other pulmonary disease or problems	☒	☐		Ionizing radiation injury	☐	☐
	Heart disease or cardiac abnormality	☒	☐		Compressed air injury sequelae	☐	☐
	Arteriosclerosis	☒	☐		Heavy metal poisoning	☐	☐
⑧	High blood pressure	☒	☐		Hodgkin's disease	☐	☐
	Abnormal electrocardiogram	☒	☐		Military rejection, military discharge on medical grounds	☐	☐
	Thrombophlebitis	☒	☐		Psychoneurotic disability	☐	☐
	Varicose veins	☒	☐		Now under care of a health care provider	☒	☐
	Stroke, aneurysm or bleeding in head	☒	☐		Any medical treatment in the past 12 months	☐	☐
	Liver disease or hepatitis	☒	☐		Overnight admission to a hospital in last 5 years	☐	☐
	Gall bladder disease or pancreatitis	☒	☐		Cancer, malignancy or tumor	☐	☐
	Hernia of any type	☒	☐		Have you suffered from any other pre-existing disease, condition, or impairment that is permanent in nature?	☐	☐
	Kidney/bladder infections or disease	☒	☐				
	Chronic infectious disease (HIV/AIDS, hepatitis)	☒	☐				

Please explain all yes answers in detail:

① bil fx clavicles, childhood, fx/dislocation @ humerus

② hnp x3 - J

③ hnp x3 - last time 1996

④ bil dislocation @ humerus

⑤ myopia → bil cataract surgery @ 10 lenses (monovision)

⑦ occ. winter bronchitis

⑧ HPTN - under Rx treatment

⑨ occ 105 HgA - up - tx @ R

⑩ hx - depression, tx @ R

⑪ Type II - tx @ R (no insulin)

⑫ Tx @ R

⑬ Tx @ R

⑭ - PCP - yearly physical, + PRN

Do you use tobacco products of any kind? ☒ Yes ☐ No If yes, describe how much: *two cigarettes per*

Do you now use or have you ever used illegal or illicit drugs? ☐ Yes ☒ No

Please list all medications, both prescription & over-the-counter, that you have used in the past 30 days: *Avandamet, Zetia, Diovan, Effexor SL, Mucinex DM*

Please list all surgeries (inpatient or outpatient) with date and reason for surgery: *1967 cecceyectomy, Anpx 3 (1967), Rotator Cuff @ - 1978, Rotator Cuff @ - 2003, Hysterectomy - 1972, B.I. Cataracts - 2006*

Please list any other hospitalizations with date and reason:

Please list any allergies to medications, immunizations, chemicals, or environmental substances: *Phenathiazines, Talwin, Darvon, Darvon Comp, Demerol (N+V)*

Are you presently under care for any medical problems? If so, please describe: *HPTN, Type II diabetes*

(Females only) Is it possible you are pregnant? ☐ Yes ☒ No Last menstrual period: _____

Please list all employment starting with the most recent:

Employer: <i>PMAA</i> Job Title/Description: <i>CRNA</i> <i>gave anesthesia</i> Dates of Employment: <i>2002 - 2007</i> Last day worked: <i>31 July 2007</i>	Job Duties: <i>all assigned duties of CRNA</i> Hazards: <i>gases, blood borne pathogens, bodily fluids</i>	Did you have a work-related injury or illness? ☐ Yes ☒ No If yes, please describe:
Employer: <i>Self Employed</i> Job Title/Description: <i>CRNA / Locums</i> Dates of Employment: <i>Jan 2002 - June 2002</i>	Job Duties: Hazards: <i>as above</i>	Did you have a work-related injury or illness? ☐ Yes ☒ No If yes, please describe:
Employer: <i>GAS</i> Job Title/Description: <i>CRNA - Staff</i> Dates of Employment: <i>Aug 2002 - Dec 2002</i>	Job Duties: Hazards: <i>as above</i>	Did you have a work-related injury or illness? ☐ Yes ☒ No If yes, please describe:
Employer: <i>Kaplan's Med. Center</i> Job Title/Description: <i>CRNA / Lead</i> Dates of Employment: <i>May 1989 - Nov 1999</i>	Job Duties: Hazards: <i>as above</i>	Did you have a work-related injury or illness? ☐ Yes ☒ No If yes, please describe:

In the past two years, have you been absent from work for ANY illness or injury? ☒ Yes ☐ No How many days *202*

If more than 2 days, please describe: *winter bronchitis*

Cataract surgeries

Have you ever received Worker's Compensation? ☐ Yes ☒ No If yes, for which injuries or illnesses?

Have you ever received disability for any illness or injury? ☐ Yes ☒ No If yes, for which injuries or illnesses?

Are you currently under any restrictions from a doctor, chiropractor, etc. which limit your physical activity? ☐ Yes ☒ No If yes, please describe:

Have you ever been advised to change your job because of health problems or injuries? ☐ Yes ☐ No

Are you presently under treatment or follow-up for a work-related illness or injury? ☐ Yes ☒ No If yes, what are you being treated for:

Do you require any special accommodations in order to do the job for which you are being hired? ☐ Yes ☒ No

I certify that the above information is complete and true. I understand that inaccurate, false, or missing information may invalidate the examination and medical opinion regarding employment. This authorizes release of medical information concerning my past or present condition by any practitioners or hospital if this condition poses a direct threat to my health or the health and safety of other employees. This questionnaire enables my employer to fulfill the requirements of the SC Second Injury Fund and is in no way connected to the Company's decision to hire me. In the event of a future work related accident, my employer is authorized to request and review medical records pertaining to any of the conditions described herein as well as any records maintained by any government agency, past employer, or treatment facility with respect to any personal injuries I have received.

Employee signature *J. H. Shatto*

Date *19 Nov 2007*

McLeod Health

The Choice for Medical Excellence

555 East Cheves Street
Florence, SC 29506-2617
(803) 678-5146

OSHA Respirator Medical Evaluation Questionnaire (Mandatory)

Part A, Section 1. (Mandatory) Every employee who has been selected to use any type of respirator must provide the following information. (Please Print)

1. Today's date: 19 Nov 2007 2. Your name: SHATTO, MILDRED H 3. Your age to nearest year: 45
4. Sex (circle one): Male ☒ Female ☐ 5. Your height: 5 ft 2 in. 6. Your weight: 170 lbs. 7. Your job title: CRNA
8. A phone number where you can be reached by the health care professional who reviews this questionnaire (include the Area Code):
(704) 807-6985
9. The best time to phone you at this number: 1800
10. Has your employer told you how to contact the health care professional who will review this questionnaire? (Circle one) Yes ☒ No ☐
11. Check the type of respirator you will use (you can check more than one category)
- A. ☐ N (not resistant to oil), R (resistant to oil), or P (oil Proof) disposable respirator (filter mask, non-cartridge type only).
B. ☐ Other type (for example, half- or full-facepiece type, powered-air purifying, Supplied-air, self-contained breathing apparatus).

12. Have you worn a respirator (circle one) Yes ☒ No ☐ If "yes" what type(s): _____
13. Have you been assigned to wear a respirator within the last 12 months? (Circle one) Yes ☒ No ☐

Part A, Section 2. (Mandatory) Questions 1 through 9 below must be answered by every employee who has been selected to use any type of respirator (please circle "yes" or "no")

1. Do you currently smoke tobacco, or have you smoked tobacco in the last month? (Yes) No 2 cigs / day
2. Have you ever had any of the following conditions?
- | | |
|---|--|
| A. Seizures (fits)..... | Yes / ☒ No |
| B. Diabetes (sugar disease)..... | Yes / ☒ No |
| C. Allergic reactions that interfere with your breathing..... | Yes / ☒ No |
| D. Claustrophobia (fear of closed-in places)..... | <u>anxiety</u> Yes / ☒ No |
| E. Trouble smelling odors..... | Yes / ☒ No |
3. Have you ever had any of the following pulmonary or lung problems?
- | | |
|--|--|
| A. Asbestosis..... | Yes / ☒ No |
| B. Asthma..... | Yes / ☒ No |
| C. Chronic bronchitis..... | Yes / ☒ No |
| D. Emphysema..... | Yes / ☒ No |
| E. Pneumonia..... | <u>infancy</u> Yes / ☒ No |
| F. Tuberculosis..... | Yes / ☒ No |
| G. Silicosis..... | Yes / ☒ No |
| H. Pneumothorax (collapsed lung)..... | Yes / ☒ No |
| I. Lung cancer..... | Yes / ☒ No |
| J. Broken ribs..... | Yes / ☒ No |
| K. Any chest injuries or surgeries..... | Yes / ☒ No |
| L. Any other lung problem that you've been told about..... | Yes / ☒ No |
4. Do you currently have any of the following symptoms of pulmonary or lung illness?
- | | |
|--|---|
| A. Shortness of breath..... | Yes / ☒ No |
| B. Shortness of breath when walking fast on level ground or walking up a slight hill or incline..... | Yes / ☒ No |
| C. Shortness of breath when walking with other people at an ordinary pace on level ground..... | Yes / ☒ No |
| D. Have to stop for breath when walking at your own pace on level ground..... | Yes / ☒ No |
| E. Shortness of breath when washing or dressing yourself..... | Yes / ☒ No |
| F. Shortness of breath that interferes with your job..... | Yes / ☒ No |
| G. Coughing that produces phlegm (thick sputum)..... | Yes / ☒ No |
| H. Coughing that wakes you early in the morning..... | Yes / ☒ No |
| I. Coughing that occurs mostly when you are lying down..... | Yes / ☒ No |
| J. Coughing up blood in the last month..... | Yes / ☒ No |
| K. Wheezing..... | Yes / ☒ No |
| L. Wheezing that interferes with your job..... | Yes / ☒ No |
| M. Chest pain when you breathe deeply..... | Yes / ☒ No |
| N. Any other symptoms that you think may be related to lung problems..... | Yes / ☒ No |
5. Have you ever had any of the following cardiovascular or heart problems?
- | | |
|--|---|
| A. Heart attack..... | Yes / ☒ No |
| B. Stroke..... | Yes / ☒ No |
| C. Angina..... | Yes / ☒ No |
| D. Heart failure..... | Yes / ☒ No |
| E. Swelling in your legs or feet not caused by walking..... | Yes / ☒ No |
| F. Heart arrhythmia (heart beating irregularly)..... | Yes / ☒ No |
| G. High blood pressure..... | Yes / ☒ No |
| H. Any other heart problems that you've been told about..... | Yes / ☒ No |
6. Have you ever had any of the following cardiovascular or heart symptoms?
- | | |
|---|---|
| A. Frequent pain or tightness in your chest..... | Yes / ☒ No |
| B. Pain or tightness in your chest during physical activity..... | Yes / ☒ No |
| C. Pain or tightness in your chest that interferes with your job..... | Yes / ☒ No |
| D. In the past 2 years, have you noticed your heart skipping or missing a beat..... | Yes / ☒ No |
| E. Heartburn or indigestion that is not related to eating..... | <u>GERD</u> Yes / ☒ No |
| F. Any other symptoms that you think may be related to heart..... | Yes / ☒ No |
7. Do you currently take medication for any of the following problems?
- | | |
|------------------------------------|--|
| A. Breathing or lung problems..... | <u>Mucamex 200</u> Yes / ☒ No |
| B. Heart trouble..... | <u>Diguan</u> Yes / ☒ No |
| C. Blood pressure..... | <u>Diguan</u> Yes / ☒ No |
| D. Seizures (fits)..... | Yes / ☒ No |
8. If you've used a respirator, have you ever had any of the following problems? (If you've never used a respirator, check the following space _____ and go to question # 9.)
- | | |
|---|---|
| A. Eye irritation..... | Yes / ☒ No |
| B. Skin allergies or rashes..... | Yes / ☒ No |
| C. Anxiety (due to wearing a respirator)..... | Yes / ☒ No |
| D. General weakness or fatigue..... | Yes / ☒ No |
| E. Any other problem that interferes with your use of a respirator..... | Yes / ☒ No |
9. Would you like to talk to the health care professional who will review this questionnaire about your answers to this questionnaire?..... Yes / ☒ No

Questions 10 to 15 below must be answered by every employee who has been selected to use either a full-facepiece respirator or a self-contained breathing apparatus (SCBA). For employees who have been selected to use other types of respirators, answering these questions is voluntary.

10. Have you ever lost vision in either eye (temporarily or permanently)? Yes / No
11. Do you currently have any of the following vision problems?
 A. Wear contact lenses Yes / No
 B. Wear glasses Yes / No
 C. Color blind Yes / No
 D. Any other eye or vision problems Yes / No
12. Have you ever had an injury to your ears including a broken ear drum? Yes / No
13. Do you currently have any of the following hearing problems?
 A. Difficulty hearing Yes / No
 B. Wear a hearing aid Yes / No
 C. Any other hearing or ear problems Yes / No
14. Have you ever had a back injury? Yes / No
15. Do you currently have any of the following musculoskeletal problems?
 A. Weakness in any of your arms, hands, legs, or feet Yes / No
 B. Back pain Yes / No
 C. Difficulty fully moving your arms and legs Yes / No
 D. Pain or stiffness when you lean forward or backward at the waist Yes / No
 E. Difficulty fully moving your head up or down Yes / No
 F. Difficulty fully moving your head side to side Yes / No
 G. Difficulty bending at your knees Yes / No
 H. Difficulty squatting to the ground Yes / No
 I. Difficulty climbing a flight of stairs or a ladder carrying more than 25 lbs. Yes / No
 J. Any other muscle or skeletal problems that interferes with using a respirator Yes / No

Comments on Positive Responses:

(14) HNP & SURGERY X 3 - last in 1996 - no problem since then

Employee's Signature: [Signature], Date: 19 Nov 07

PLHCP REVIEW: BP _____ Pulse _____

Further Studies Indicated? Yes _____ No _____

Comments: _____

Signature: [Signature] (NP, RN, PA, MD/DO)

11/19/2007 MON 11:12 PAX

0002/007

11-09-2007 9:34AM FRL-1 PHYS ASSOCIATES 8437777006

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SHATTO, MILDRED H.

Page 1 of 6

KROLLDate Requested : 02-Nov-2007
09:57:06 AM CST

Reference Number : 6968654

CLIENT INFORMATIONClient : McLeod Health
Address : 565 E Cheves St P O Box 100551
Florence, SOUTH CAROLINA 29505
Phone : 843-777-2596
Requestor : Tammy SheffieldAcct No : 5775
District :
Facility : Physician Associates**SUBJECT INFORMATION**Title :
Name : SHATTO, MILDRED H.
Name Suffix :
Address :
LAKE WYNE, SOUTH CAROLINA 29710SSN : *
Date of Birth : 11/12/1942**SERVICES ORDERED**

Pkg: Level I Background Investigation

Service Name	Location	Name Searched	Status	Alert	Disposition
<u>County Criminal Record Search</u>	YORK SC	SHATTO, MILDRED	QA'd		
<u>County Criminal Record Search</u>	CLEVELAND NC	SHATTO, MILDRED	QA'd		
<u>County Criminal Record Search</u>	HONOLULU HI	SHATTO, MILDRED	QA'd		
<u>FACIS Level I</u>	SHATTO, MILDRED	SHATTO, MILDRED	QA'd		
<u>Social Security Number (SSN) Trace</u>		SHATTO, MILDRED	QA'd		
<u>Social Security Number (SSN) Trace</u>		SHATTO, MILDRED	QA'd		
<u>Statewide Criminal Record Search</u>	HI	SHATTO, MILDRED	QA'd		
<u>Statewide Criminal Record Search</u>	NC	SHATTO, MILDRED	QA'd		
<u>U.S. Criminal Records Indicator Search</u>		SHATTO, MILDRED	QA'd		

QA : Kroll Employee
QA Date : 07-Nov-2007 04:12 PM CST

Status : QA

External Comments :

11/19/2007 MON 11:10 [JOB NO. 6588] 0002

11/19/2007 MON 11:12 FAX

0001/007

11-09-2007 9:33AM FRL PHYS ASSOCIATES 643777006

P. 1

SLED State Criminal Records Check - DB Check & Display

Page 1 of 1



②

SLED CATCH
Citizens Access to Criminal Histories
Results

Name Mildred Shatto

Date of Birth 1942 11 12

Maiden Name Elwell

Gender Female

SSN

Transaction 002778363

Date of Check November 2, 2007 at 10:40

NO ARREST DATA
IN ACCORDANCE WITH
SEARCH CRITERIA SUBMITTED
S.C. Law Enforcement Division
JMMW

To Whom it may Concern:

The criminal history search was based upon the criteria furnished. It did not include a fingerprint comparison, which is the only means of positive identification. This **NO ARREST DATA** verification is only valid as of November 2, 2007 at 10:40 since a record may be established after that time. Therefore, if no action is taken within a reasonable period, it is recommended that another check be made.

Sincerely,

Robert M. Stewart, Chief,
South Carolina Law Enforcement Division

Request Attached Check

http://www.sled.state.sc.us/Coel-KCF/default.asp?Category=CATCH_SSN&Service=CR 11/02/2007

11/19/2007 MON 11:10 [JOB NO. 6588] 0001

11/19/2007 MON 11:12 FAX

0003/007

11-09-2007 9:34AM FROM PHYS ASSOCIATES 843777006

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SHATTO, MILDRED H.

Page 2 of 6

ALTERNATE SOCIAL SECURITY NUMBER, WHICH MATCHES THE APPLICANT, WAS LOCATED USING AVAILABLE DATABASES. SOCIAL SECURITY NUMBER WAS CORRECTED, NEW SOCIAL TRACE WAS ORDERED.

Notice :

The information contained herein should not be the sole determinant in an evaluation of the above-listed individual.

THIS REPORT IS SUBMITTED IN STRICT CONFIDENCE AND EXCEPT WHERE REQUIRED BY LAW, NO INFORMATION PROVIDED IN THIS REPORT MAY BE REVEALED DIRECTLY OR INDIRECTLY TO ANY PERSON EXCEPT TO ONE WHOSE OFFICIAL DUTIES REQUIRE THEM TO PASS ON THE TRANSACTION IN RELATION TO WHICH THIS REPORT WAS ORDERED.

This report does not guarantee the accuracy or truthfulness of the information as to the subject of the investigation but only that it is accurately copied from public records. Evidence of identity theft may or may not be identified from this report.

The information provided herein shall not be construed to constitute a legal opinion; rather it is a compilation of public records/data for your review.

Kroll Background America searched the public record source for the above listed information limited to the stated searched period. The records are differentiated at the source by one or all of the following identifiers: name, address, date of birth, national insurance number, nationality and/or gender. The accuracy of the results may be affected without one or more of these identifiers.

County Criminal

QA'd as of 07-Nov-2007 04:07 PM CST

Name Searched: SHATTO, MILDRED H.

Search Period: 11/02/2000 - 11/02/2007

County: YORK

State: SC

Courts Checked: CIRCUIT AND MAGISTRATE - FELONY & MISDEMEANOR

Actual Source: SEE ABOVE

Remarks: NO RECORDS FOUND

Back To Search Order

County Criminal

QA'd as of 02-Nov-2007 06:36 PM CST

Name Searched: SHATTO, MILDRED H.

Search Period: 11/02/2000 - 11/02/2007

County: CLEVELAND

State: NC

Courts Checked: NC ADMINISTRATIVE OFFICE OF THE COURTS

11/19/2007 MON 11:10 [JOB NO. 6588] 0003

11/19/2007 MON 11:13 FAX

0004/007

11-09-2007 9:35AM FROM: PHYS ASSOCIATES 8437777006

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SHATTO, MILDRED H.

Page 3 of 6

Remarks: NO RECORDS FOUND

[Back To Services Ordered](#)

County Criminal

QA'd as of 05-Nov-2007 04:38 PM CST

Name Searched: SHATTO, MILDRED H.

Search Period: 11/02/2000 - 11/02/2007

County: HONOLULU

State: HI

Courts Checked: CIRCUIT & DISTRICT - FELONY & MISDEMEANOR

Actual Source: SEE ABOVE

Remarks: NO RECORDS FOUND

[Back To Services Ordered](#)

FACIS Level I

QA'd as of 02-Nov-2007 10:14 AM CST

Requested Info

First Name: MILDRED

Middle Name: H.

Last Name: SHATTO

Source:

Issue:

Repository FRAUD AND ABUSE CONTROL INFORMATION SYSTEM - This is a search of sanction

Searched: Information as taken by the Office of Inspector General (OIG), the General Services

Administration (GSA) and other federal agencies. The information reported in this level meets the

government's minimum requirements for sanction screening as set forth in the OIG's Compliance

Program Guidance.

Remarks: NO RECORDS FOUND AS OF 11/01/2007

Documents:

[Back To Services Ordered](#)

Social Security Trace

QA'd as of 03-Nov-2007 12:48 PM CST

First Name: MILDRED

Middle Name: H.

Last Name: SHATTO

Social Security

Number:

Bureau

Searched: National Database (auto)

Remarks:

Bureau Results:

Results As Of: 02-Nov-2007 11:43:43 AM CST

Name: MILDRED H SHATTO

Date of Birth: 11/1942

Address

Address:

CLOVER SC 29710

Address: 46-078 EMEPELA PL

First Reported: Aug-2004

Last Reported: Oct-2007

First Reported: Apr-1998

11/19/2007 MON 11:10 [JOB NO. 6588] 0004

11/19/2007 MON 11:13 FAX

0005/007

11-09-2007 9:35AM

FRC

ASSOCIATES 843777006

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SHATTO, MILDRED H.

Page 4 of 6

Address:	Last Reported: Jan-2006
Address:	First Reported: Apr-2001
Address:	Last Reported: Aug-2004
Address:	First Reported: May-1997
Address:	Last Reported: Jan-2004
Address:	First Reported: Jan-2001
Address:	First Reported: Oct-1989
Address:	Last Reported: Jan-2001
Address:	First Reported: Jul-2000
Address:	First Reported: Oct-1998
Address:	Last Reported: Jan-1999
Address:	First Reported: Aug-1986
Address:	Last Reported: Dec-1992
Address:	First Reported: Sep-1992
Address:	First Reported: Oct-1989
Address:	Last Reported: Dec-1991
Address:	First Reported: May-1989
Name	Date of Birth: 11/12/1942
Address	
Address:	First Reported: Oct-2004
Address:	Last Reported: Aug-2007
Address:	First Reported: Mar-1997
Address:	Last Reported: Jan-2006
Address:	First Reported: Apr-2001
Address:	Last Reported: Aug-2004
Address:	First Reported: Jan-2001
Address:	First Reported: Jan-2001
Address:	First Reported: Jul-2000
Address:	First Reported: Oct-1998
Address:	Last Reported: Jan-1999
Address:	First Reported: Oct-1989
Address:	Last Reported: Jan-1999
Address:	First Reported: Oct-1986
Address:	Last Reported: Dec-1990
Address:	First Reported: Jan-1990
Name: MILDRED H SHATTO	
Address	
Address:	First Reported: Mar-1997

11/19/2007 MON 11:10

[JOB NO. 6588]

0005

11/19/2007 MON 11:13 FAX

0006/007

11-09-2007 9:36AM FR PHYS ASSOCIATES 843777006

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SHATTO, MILDRED H.

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Address:	Last Reported: Jan-2007
Address:	First Reported: Aug-2004
Address:	Last Reported: Jan-2006
Address:	First Reported: Jul-1985
Address:	Last Reported: Apr-1986
Address:	First Reported: Apr-1984
Address:	Last Reported: Apr-1986
Address:	First Reported: Jan-1985
Address:	Last Reported: Apr-1986
Address:	First Reported: Apr-1985
Name:	
Address	
Address:	First Reported: Jan-2001
	Last Reported: Aug-2005
Name: MILI	
Address	
Address:	First Reported: Aug-2004
CLOVER, SC 29710	
Name: DEE SHATTO	Date of Birth: 04/1943
Address	
Address: RR 9	First Reported: Mar-1987

For clarification or further information regarding results of this Social Security Trace, please refer to Kroll's Frequent Asked Questions. Online users will find this document located in the Support Library portion on the tool bar or by clicking on the FAQ link. All other clients are asked to please contact your Kroll representative for a copy of this document.

Back To Services Ordered

Social Security Trace

QA'd as of 02-Nov-2007 12:32 PM CST

First Name: MILDRED

Middle Name: H.

Last Name: SHATTO

Social Security Number:

Bureau Searched: National Database (auto)

Remarks: NOTE: DATABASE RECORDS INDICATE THIS SOCIAL SECURITY NUMBER IS NOT ASSOCIATED WITH YOUR INDIVIDUAL; PLEASE VERIFY THIS INFORMATION WITH YOUR APPLICANT. THE SOCIAL SECURITY ADMINISTRATION WILL NOT PROVIDE INFORMATION PRE EMPLOYMENT, BUT POST HIRE THE EMPLOYER MAY SEPERATELY CONTACT THE SSA TO VERIFY THE SOCIAL SECURITY NUMBER PROVIDED BY THE SUBJECT. YOU WILL NEED TO HAVE YOUR EMPLOYER IDENTIFICATION NUMBER AVAILABLE TO PROVIDE TO THE ADMINISTRATION.

For clarification or further information regarding results of this Social Security Trace, please refer to Kroll's

11/19/2007 MON 11:10 [JOB NO. 6588] 0006

11/19/2007 MON 11:13 FAX

0007/007

11-09-2007 9:37AM FR . PHYS ASSOCIATES 843777006

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SHATTO, MILDRED H.

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Frequently Asked Questions. Online users will find this document located in the Support Library portion on the tool bar or by clicking on the FAQ link. All other clients are asked to please contact your Kroff representative for a copy of this document.

[Back To Services Ordered](#)

State Criminal

QA'd as of 06-Nov-2007 01:36 PM CST

Name Searched: SHATTO, MILDRED H.

Search Period: 11/05/2000 - 11/05/2007

State: HI

Source Searched: HI CRIMINAL JUSTICE DATA CENTER

Remarks: NO RECORDS FOUND

[Back To Services Ordered](#)

State Criminal

QA'd as of 05-Nov-2007 09:21 AM CST

Name Searched: SHATTO, MILDRED H.

Search Period: 11/05/2000 - 11/05/2007

State: NC

Source Searched: NC ADMINISTRATIVE OFFICE OF THE COURTS

Remarks: NO RECORDS FOUND

[Back To Services Ordered](#)

US Criminal Indicator

QA'd as of 02-Nov-2007 10:24 AM CST

Name Searched: MILDRED H. SHATTO

Remarks: NO RECORDS FOUND

Source of Data: ALL U.S. STATE CORRECTION, COURT, PROBATION, AND SEX OFFENDER
REGISTRY DATABASES AVAILABLE IN A COMPREHENSIVE DATABASE (LIST
OF STATE DATABASES SEARCHED AVAILABLE UPON REQUEST)

[Back To Services Ordered](#)

11/19/2007 MON 11:10 [JOB NO. 6588] 0007

MRMC KEY RESULTS AREAS

Name: _____

Job Title: Certified Registered Nurse AnesthetistJob Number: 10170Department Name: AnesthesiaCost Center: 17081Anniversary Date: / /
2005Revised: January

Primary Customers Served:

*Licensed & Unlicensed Staff
*Other Departments*Patients
*Visitors

*Physicians

ESSENTIAL:**1. Administers general, regional and monitored anesthesia care for any scheduled, urgent and emergent surgeries:**

- A. Administers general, I.V., inhalation, monitored, and regional anesthetics within the standards of anesthesia care for the department.
- B. Demonstrates an ability to provide safe anesthesia care in all situations & maintains clinical competence in the following age specific groups:
- | | |
|-------------|----------------------|
| Neonates | 0 - 30 days |
| Pediatrics | 30 days to 12 years |
| Adolescents | 12 years to 14 years |
| Adults | 14 years to 65 years |
| Geriatrics | 65 years + |
- C. Monitors appropriate patient functions such as blood pressure, pulse, respiration's, EKG, oxygen saturation, end tidal carbon dioxide, temperature, CVP, PAD, PAWP on a basis that meets the anesthesia departments standards of care and patients condition.
- D. Ensures safe transport from critical care to surgical suite by constantly monitoring the patient during transport when necessary.
- E. Demonstrates a high level of alertness, conscientiousness and accuracy when administering anesthetics as evidenced in quality review studies.
- F. Demonstrates an ability to work collegially with other hospital personnel at all times.

Validation Reason	Validation Method	Age Groups		Evaluation
☐ High Risk	☒ Observation	☒ Neonate	☒ Adolescents	☐ Role Model
☐ New Responsibility	☒ Demonstration	☒ Geriatrics	☒ Adults	☐ Successful
☐ Problem Focae	☐ Cognitive	☒ Pediatrics	☐ Not Applicable	☐ Needs Improvement
☒ Essential				☐ Unsatisfactory

Supporting Statements:

2. Visits patients prior to surgery to obtain pre-operative patient history.

Explains anesthesia plans, anesthesia care team and visits patients post-operatively.

- A. Demonstrates thorough knowledge of procedures, risks and possible complications of surgery and anesthesia techniques.
- B. Ensures patients are informed about anesthesia care team and the anesthetic plan.
- C. Positive feedback from patients indicate they were adequately informed of the type of anesthesia.
- D. Thoroughly and accurately records preoperative history and post operative visits at appropriate time before and after surgery.

Validation Reason	Validation Method	Age Groups		Evaluation
☐ High Risk	☒ Observation	☒ Neonate	☒ Adolescents	☐ Role Model
☐ New Responsibility	☒ Demonstration	☒ Geriatrics	☒ Adults	☐ Successful
☐ Problem Prone	☐ Cognitive	☒ Pediatrics	☐ Not Applicable	☐ Needs Improvement
☒ Essential				☐ Unsatisfactory

Supporting Statements:

3. Maximizes quality of patient care using current techniques, use of new agent, drugs and equipment.

- A. Ensures quality & competent patient care through continuing education as evidenced by certification / re-certification.
- B. Evaluates patient's condition accurately, informs Surgeon and supervising Anesthesiologist of patient's condition.
- C. Demonstrates alertness and competence in maintaining patients homeostasis as evidenced in periodic quality review of patient's charts.
- D. Develops and maintains an accurate and legible anesthetic record as evidenced in quality review.
- E. Demonstrates an ability to identify problems and implement a plan of care in order to maintain quality of care.

Validation Reason	Validation Method	Age Groups		Evaluation
☐ High Risk	☒ Observation	☒ Neonate	☒ Adolescents	☐ Role Model
☐ New Responsibility	☒ Demonstration	☒ Geriatrics	☒ Adults	☐ Successful
☐ Problem Prone	☐ Cognitive	☒ Pediatrics	☐ Not Applicable	☐ Needs Improvement
☒ Essential				☐ Unsatisfactory

Supporting Statements:

4. Share services provided by the CRNA staff anesthetists to provide continuous anesthesia related services 24 hours a day.

- A. Cooperates to provide 24-hour coverage for call, by being within 20 minutes from the Medical Center.
- B. Manages the holding area by reviewing and completing patient preoperative assessments, initiate IV starts, and complete patient care needs for surgical case readiness.
- C. Cooperates to help cover vacations and illness slots in the work schedule.
- D. Demonstrates a willingness to work by rare tardiness and absenteeism.

Validation Reason	Validation Method	Age Groups		Evaluation
☐ High Risk	☒ Observation	☒ Neonate	☒ Adolescents	☐ Role Model
☐ New Responsibility	☒ Demonstration	☒ Geriatrics	☒ Adults	☐ Successful
☐ Problem Prone	☐ Cognitive	☒ Pediatrics	☐ Not Applicable	☐ Needs Improvement
☒ Essential				☐ Unsatisfactory

Supporting Statements:

5. Provides instruction and education for affiliating student nurse anesthetist to utilize basic knowledge and application of top quality patient care.

- A. Demonstrates ability to effectively supervise and competently observe patient and student while providing top quality of care to all patients.
- B. Assists students in preparation of an anesthesia patient care plan that ensures a safe anesthetic based on scientific data for each procedure.
- C. Integrates basic scientific and therapeutic knowledge with new drugs, techniques and technology in order to broaden the student's knowledge base.

Validation Reason	Validation Method	Age Groups		Evaluation
☐ High Risk	☒ Observation	☒ Neonate	☒ Adolescents	☐ Role Model
☐ New Responsibility	☒ Demonstration	☒ Geriatrics	☒ Adults	☐ Successful
☐ Problem Prone	☐ Cognitive	☒ Pediatrics	☐ Not Applicable	☐ Needs Improvement
☒ Essential				☐ Unsatisfactory

Supporting Statements:

6. Effectively manages patient's care after surgical procedure to ensure safety in transit to post-operative care unit or other critical care unit as deemed appropriate by anesthesia/surgeon team.

- A. Identifies appropriate monitoring of the post-operative patient to provide a safe transport to the proper unit for post-operative care.
- B. Continuously demonstrates the ability to give post-operative care provider an accurate report, and remains with the patient until vital signs and patients condition area stable.
- C. Assesses potential conditions for complications in the immediate post-operative period and uses appropriate management and/or reports the problem to the supervising anesthesiologist.

Validation Reason	Validation Method	Age Groups		Evaluation
☐ High Risk	☒ Observation	☒ Neonate	☒ Adolescents	☐ Role Model
☐ New Responsibility	☒ Demonstration	☒ Geriatrics	☒ Adults	☐ Successful
☐ Problem Frenz	☐ Cognitive	☒ Pediatrics	☐ Not Applicable	☐ Needs Improvement
☒ Essential				☐ Unsatisfactory

Supporting Statements:

7. Responds to calls within the Medical Center for patient care relative to airway maintenance, life support procedures and removal of epidural catheters as requested by nursing and physicians.

- A. Responds to all "Code 2's" in the Medical Center & documents all intubations accurately in the patients record.
- B. Performs Monitored Anesthesia Care / IV Sedation, & airway management when called throughout the hospital with accurate documentation.
- C. Provides intravenous and arterial line placement as an extended service to facilitate quality patient care.
- D. Removes epidural catheters when appropriate at the end of a procedure or when requested by pain management and properly documents in patients records.

Validation Reason	Validation Method	Age Groups		Evaluation
☐ High Risk	☒ Observation	☒ Neonate	☒ Adolescents	☐ Role Model
☐ New Responsibility	☒ Demonstration	☒ Geriatrics	☒ Adults	☐ Successful
☐ Problem Frenz	☐ Cognitive	☒ Pediatrics	☐ Not Applicable	☐ Needs Improvement
☒ Essential				☐ Unsatisfactory

Supporting Statements:

8. Demonstrates professionalism and integrity within the department.

- A. Attends at least 50% of departmental staff & information meetings.
- B. Respectfully participates in the information process disseminated at the meetings.
- C. Acts in a positive professional manner to facilitate departmental changes.
- D. Maintains an open communication style that focuses on problem solving with staff / coworkers and fosters an atmosphere of growth within the department.
- E. Participates in quality / process improvement initiatives and positively communicates opportunities for improvement.

Validation Reason	Validation Method	Age Groups		Evaluation
☐ High Risk	☒ Observation	☐ Neonate	☐ Adolescents	☐ Role Model
☐ New Responsibility	☒ Demonstration	☐ Geriatrics	☐ Adults	☐ Successful
☐ Problem Focus	☐ Cognitive	☐ Pediatrics	☒ Not Applicable	☐ Needs Improvement
☒ Essential				☐ Unsatisfactory

Supporting Statements:

(COPY ORIGINAL DOCUMENT ONTO THIS FORM; ONLY ONE DOCUMENT PER PAGE)

Ray B. K. O.
Asst. Deputy Director

NAME	TITLE	DATE
Doris B. Jacy	Healthcare Reviewer I.	11-19-20

Check one:	
New Hire Verification	☒
Re-verification	☐
Website verification:	Name of Board researched: <u>St. Basil's of Portland</u> Name of staff who researched: <u>Doreen B. Tracy</u> (Attached printed website documentation)
Telephone verification	Name of Board contacted: _____ Name of department staff who verified: _____ Person at Board who verified: _____ Date verified: _____

LabCorp® V 1.32

Specimen # 323-277-0463-0		Control/Req Number		Pg 1
Fasting N/A	Micro Source	Total Urine Volume	Report Status S /Final	
Date Collected 11/19/07	Time Collected 09:30	Date Entered 11/19/07	Date Reported 11/21/07	
Patient ID Number		Patient Phone Number	Patient SSN ***-**-1113	
Patient Name SHATTO, MILDRED DEE DEE		Sex F	Date of Birth 11/12/42	
Patient Address				
Comments PATN AGE: 065/00/07				

Clinical Information

Account

39707090

McLeod Employee Health

Attn Carol Penn FNP

23

555 E Cheves Street

Florence SC 29501

843-777-2031

Tests Requested Rub Ab+VarAb+RubeoAb+MumIgG

TESTS	RESULT	FLAG	UNITS	REFERENCE INTERVAL	LAB
Rub Ab+VarAb+RubeoAb+MumIgG					
Rubella Antibodies, IgG	29		IU/mL		01
			Non-immune	<5	
			Equivocal	5 - 9	
			Immune	>9	
Rubeola Ab, IgG, EIA	4.50	High	index	0.00 - 0.90	01
			Negative	<0.91	
			Equivocal	0.91 - 1.09	
			Positive	>1.09	
Presence of antibodies to Rubeola is presumptive evidence of immunity except when active infection is suspected.					
Mumps Abs, IgG	4.56	High	index	0.00 - 0.90	01
			Negative	<0.91	
			Equivocal	0.91 - 1.09	
			Positive	>1.09	
Presence of antibodies to Mumps is presumptive evidence of immunity except when active infection is suspected.					
Varicella Zoster IgG	1.28	High	index	0.00 - 0.90	01
			Negative	<0.91	
			Equivocal	0.91 - 1.09	
			Positive	>1.09	

01 BN LabCorp Burlington Dir: Frank Hancock, MD
 1447 York Court, Burlington, NC 27215-2230
 For inquiries, the physician may contact Branch: 800-762-4344 Lab: 888-200-5439

LAST PAGE OF REPORT

FINAL REPORT

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SHATTO, MILDRED DEE DEE ***-**-1113 323-277-0463-0 Seq# 0250 11-21-07 05:36E

EMPLOYEE

SHATTO, MILDRED #14539 11/19/2007 EHRESLT'S EH Results from testing 11/19/20

900000184961

LOC: EMP

MRMC LABORATORY
555 E CHEVES ST.
FLORENCE, SC 29501
(843) 777-2078

FINAL
OUTPATIENT REPORT

NAME: SHATTO, MILDRED
MRN : 01-16-36-71
PHYS: PENN, CAROL P NPR

COLLECTED: 11/19/2007 14:00

RECEIVED: 11/19/2007 15:55
ORDERING PHYSICIAN: PENN, CAROL P NPR

SPECIMEN NUMBER: M8825

TEST	RESULT	REF RANGE	UNITS
HEPATITIS B SURFACE ANTIB	POSITIVE *		[NEG]
Anti-HBs detected at >10 mIU/ml. Patient is considered to be immune to infection with HBV.			

MRN : 01-16-36-71
ACCT NO: 900000184961
PHYS: PENN, CAROL P NPR
COPY TO: PENN, CAROL P NPR

NAME: SHATTO, MILDRED
DOB: 11/12/1942 SEX: F
SSN : **REDACTED**

LOC: EMP
PRINTED: 11/20/2007 17:00
PAGE: 1
END OF REPORT

 [Print this Page](#)

Shatto, Mildred Sex: F BD: 11/12/1942
Clinic: Emp Visit Dt/Tm: 11/19/2007 12:46

MR#: 000001163671 PT#: 900000184961
Visit#: 3454596

HEP B ANTIBY

Nov 19, 2007 14:00

POSITIVE

Anti-HBs detected at >10 mIU/ml. Patient is
considered to be immune to infection with
HBV.

Page created: Tuesday, November 20, 2007 2:35 PM[Top of Page](#)

11/13/2007 TUE 15:40 FAX

10/24/2007 18:05 8836315711

DEEDCE SHATTO

PAGE 23

DUKE URGENT CARE
TUBERCULIN SKIN TEST

Tuberculin testing is an accepted aid in the diagnosis of tuberculosis infection. A positive reaction to the skin test does not necessarily mean you have tuberculosis; it means that you have been around someone who has the disease.

Tuberculosis is an acute or chronic communicable disease usually affecting the respiratory system but may involve any system in the body. It is usually transmitted through the air but also can be transmitted through unpasteurized milk or milk products. Tuberculosis is often caused by spending time in a closed environment with someone who has active tuberculosis. While it is not a major hazard to travelers in the United States, its incidence has increased in certain areas and among certain risk groups.

TB Questionnaire

Individuals who have had a positive skin test in the past should not have the tuberculin skin test. The test MUST be read 48 - 72 hours after administration.

Name Deedee Shatto Medical Record # _____ Date 11 Sept 07
Date of last TB skin test 5/2001 Result (circle one): Negative Positive

Please answer the following questions by circling Yes or No.

Do you currently have a persistent or productive cough?	Yes <u>No</u>
Have you been coughing up or spitting up any blood?	Yes <u>No</u>
Are you having any night sweats or profuse sweating?	Yes <u>No</u>
Have you had any unexplained weight loss in the last year?	Yes <u>No</u>
Have you had any unexplained or unusual fatigue?	Yes <u>No</u>
Have you had any unexplained loss of appetite?	Yes <u>No</u>
Do you currently have any rash?	Yes <u>No</u>
Are you immune-suppressed by disease or drugs (i.e., corticosteroids)?	Yes <u>No</u>
Have you ever taken TB medications or been treated for TB in the past?	Yes <u>No</u>
Medication received: _____	
Length of time you took the medication _____	
Have you ever been vaccinated against TB?	Yes <u>No</u>
Date you were vaccinated _____	

Deedee Shatto 11 Sept 07
Patient's Signature Date

For Nurse Completion

Manufacturer Purdue Pharma Lot # 41719 Expires 01/09
PPD 0.1 ml ID given to [X] left forearm [] right forearm Date: 9/11/07 Time: 1330
Administered by Caree K. Hulse RN LPN/MA
Interpretation of test reaction 0 mm induration Negative Positive
Read by M. Deekley RN LPN/MA Date 9/13/07 Time 1515

MCLEOD HEALTH FIRST REPORT OF EMPLOYEE INJURY/ILLNESS/OCCURRENCE

42482

Facility Name _____

Signatures indicate the form is complete and accurate

SECTION I: TO BE COMPLETED BY EMPLOYEE

****For medical treatment between the hours of 7:30am-5pm Mon- Fri, please go to Employee Health; all other hours please go to the McLeod Emergency R**

PLEASE PRINT

Name: MILBED H. (DEE DEE) SHATTO

Address: (include city, state & zip code): _____

LAKE WYLLIE, SC 29110

Home phone: (803) 631-5711 Work phone: (704) 807-6985

Social Security: _____ Male ☒ Female ☐

Date of Birth: 12 NOVEMBER 1942

Marital Status: Married ☐ Single ☒ Divorced ☐ Widowed ☐ Separated ☐

Number of Dependents: 1

EMPLOYMENT:

Date hired: 11/07 Employment Status: Full time ☐ Part time ☐ PRN ☐

Student ☐ Contract/Temp ☒ Volunteer ☐

Job Title: staff CRNA

Department employee works in: Anesthesia

Time employee began work on day of injury: 09:00 ☒ am ☐ pm

OCCURRENCE

Date of injury/illness: 11/21/07 Time: 14:00 ☐ am ☒ pm

Who did you first report the injury/illness to: _____

(continued at top)

OCCURRENCE (continued)

What date did you first report the injury to your employer? 11/21/07

Department or location where accident/injury occurred: main OR Rm 6'A'

Did injury occur on employer's premises: ☒ Yes ☐ No

Employee's Description of how the injury/illness occurred:

caught foot - fell full length - hit head, shoulder, knee - RT side on concrete floor in OR

(use back of form if you need more space)

What were you doing just before the incident happened?

preparing to give general anesthesia to scheduled surgery patient

Were there any witness(es) to the accident? ☒ Yes ☐ No If yes, please list name & department: Anesthesia OR staff assigned to the case

Were you using personal protective equipment? ☒ Yes ☐ No

Was lift equipment available? ☐ Yes ☒ No

Did you use the lift equipment? ☐ Yes ☒ No

Employee Signature: Dee Dee Shatto

Date: 11/21/07

SECTION II: TO BE COMPLETED BY SUPERVISOR OR OCCUPATIONAL HEALTH NURSE : (place a check in the appropriate box)

Type of Injury:

☒ Abrasion ☐ Patient Initiated
☐ Airborne/Droplet ☐ Was patient restrained?
☐ Exposure ☐ Yes ☐ No
☐ Amputation ☐ Puncture
☐ Animal Bite/Sting ☐ Clean Needle
☐ Bloodborne Exposure ☐ Was a safety device used?
☐ Burns ☐ Yes ☐ No
☐ Communicable
☐ Disease ☐ Skin Irritation
☒ Contusion/Bruise ☐ Strain/Sprain
☐ Cut/Laceration ☒ Slips, Trips & Falls
☐ Cumulative Trauma ☐ No Apparent Injury
☐ (i.e. Carpal Tunnel) ☐ Other: _____
☐ Foreign Body
☐ Fracture
☐ Human Bite/Scratch
☐ Illness

Part of Body Injured:

(body part can't)
 Ankle ☐ left ☐ right ☐ Back
 Arm ☐ left ☒ right ☐ Lumbar (lower)
 Ear ☐ left ☐ right ☐ Thoracic (middle)
 Elbow ☐ left ☒ right ☒ Cervical (upper)
 Eye ☐ left ☒ right ☐ Internal Organs
 Finger(s) ☐ left ☐ right ☐ Chest
 Thumb ☐ left ☐ right ☒ Face
 Hand ☐ left ☐ right ☐ Teeth
 Hip ☐ left ☒ right ☒ Skin
 Knee ☐ left ☒ right ☐ Entire Body
 Leg ☐ left ☐ right ☐ (disease)
 Foot ☐ left ☐ right ☐ Pelvis
 Shoulder ☐ left ☒ right ☒ Head
 Toe(s) ☐ left ☐ right ☐ Buttocks
 Wrist ☐ left ☐ right ☐ Abdomen
 Lungs ☐ left ☐ right ☐ Other _____

Initial Treatment:

☐ Employee Health
☐ No Treatment
☒ Emergency Room
☐ Physician
☐ Refused Treatment
☐ Hospitalized
☐ Other _____

SECTION III: To be completed By Occupational Health

Briefly Describe Treatment:

Exposure Source Patient Info:

Last day employee worked after injury: 11/20/07

Did employee return to work: ☐ Yes ☐ No

Date employee returned to work: 11/21/07

Budgeted Hours: _____

Days worked per week: _____

Signature (Employee Health RN/MD) _____

Record/ID# _____

Rm# _____

07-500

Occurrence Number

OSHA Log Case # _____

Supervisor/Occupational Health RN Signature _____

Title _____

479

Date _____

Phone _____

MILDRED "DEEDEE" H. SHATTO
RN, APRN, CRNA

PROFILE

Offer extensive hands on and administrative experience covering over 20+ years. Experienced with all general anesthetics, MAC, Bier blocks (upper extremity) and IV therapies. Comfortable in both autonomous and team situations.

EXPERIENCE

PMAA (Pain Management and Anesthesia), Charlotte, NC
(6/01-7/07)

Staff CRNA

- Administered general anesthesia to all age patients in a surgical setting
- Monitored patients who had received spinal, epidural or extremity block for their procedures
- Administered sedation during many podiatry cases and for ophthalmology cases
- Case types included ophthalmologic, orthopedic, gynecologic, ENT, podiatric and general surgery.
- ASA classifications ranged from I to IV
- Utilized Hewlett Packard and Ohmeda equipment with Diprivan, Sevoflurane, Desflurane and Fentanyl as our main anesthetic agents/medications.
- Standard monitoring included non-invasive B/P, EKG, pulse and respiratory rates and temperature.
- Assumed secretarial responsibilities within the Department, which included but was not limited to:
 - Handling daily departmental paperwork and submission of billing information
 - Created, stocked and maintained storage area for consolidation of departmental supplies.
 - Created, assembled and implemented a departmental Policy and Procedure manual.
 - Selected by co-workers to print, provide, post and distribute the monthly work schedule.

Locums Positions

- Laurinburg, NC - supplemental staff position CRNA
- Louisburg, NC - supplemental staff position CRNA

Mildred "DeeDee" H. Shatto
Late Wylie, SC 29710-9108

GASTON ANESTHESIA ASSOCIATES, Gastonia, NC (8/01-12/01)**Staff CRNA**

- Administered general anesthesia to all age patients in a surgical setting
- Monitored patients who had received spinal, epidural or extremity block for their procedure, including c-section patients
- Performed Bier blocks on patients for upper extremity block
- During surgical procedures the monitors utilized included non-invasive blood pressure, pulse, respirations, pulse oximetry, CO2 monitoring, ECG, temperature and, in major cases, invasive blood pressure, arterial blood gas sampling, central venous pressure and bispectral index monitoring of level of consciousness.
- Utilized Hewlett Packard monitoring and several models of Ohmeda gas machines.
- Case types included urologic, gynecologic, ophthalmologic, ENT, restorative dental, orthopedic, vascular and general surgery.
- ASA classifications ranged from I to IV as well as emergency procedures ranging from 'stat' to major trauma.
- Immediate pre-op evaluation and sedation was the CRNA responsibility.
- Pre-operative IV therapy and arterial line placement responsibilities were shared with the supervising MDA.

CLEVELAND REGIONAL MEDICAL CENTER, Shelby, NC (1/01-4/01)**Staff CRNA**

- Administered general anesthesia to all age patients in a surgical setting.
- Monitored patients who had been given spinal, epidural or extremity block for their procedure, including c-section patients.
- During surgical procedures the monitors used included non-invasive blood pressure, pulse, respirations, pulse oximetry, CO2 monitoring, ECG, temperature and, in major cases, invasive blood pressure, arterial blood gas sampling and central venous pressure monitoring.
- Utilized Datex equipment and Ohmeda gas machines.
- Cases came from orthopedic, urologic, gynecologic, ENT, restorative dental, vascular and thoracic specialties as well as general surgery. ASA classifications ranged from I to IV as well as emergency procedures ranging from 'stat' c-sections to major trauma.
- Immediate pre-operative assessment as well as post-operative evaluation was also a CRNA responsibility.
- Limited use of IV therapy training due to the presence of an IV nurse in the pre-op holding area.
- Call was taken from home with a 30-minute response time allowed.

RADIANT RESEARCH, Honolulu, HI (12/99-12/00)**Staff Research RN**

- Observe and monitor subjects during pharmaceutical trials.
- Diagnose and treat any/all reactions up to and including cardiac arrest.
- IV therapy and body fluid collections as included in study.
- Strict adherence to details, documentation, observance of subjects.
- Experienced with Microsoft Office, Windows 95 and 98, Excel and PowerPoint.

Mildred "DeeDee" H. Shatto
Lake Wylie, SC 29710-9108

KWAJALEIN HOSPITAL, Marshall Islands (7/99-9/99)**Staff RN (Contract Assignment)**

- Responsible for direct patient care to all age groups in a multicultural setting.
- Provide coverage to facilities during staffing shortages.
- Ability to adapt to different cultural beliefs, facilities, situations and standards required.

KAPIOLANI MEDICAL CENTER FOR WOMEN & CHILDREN, Honolulu, HI (5/89-1/99)**Lead (Chief) CRNA**

- All duties considered required for CRNA: Administration of general and MAC anesthetics; assessment and evaluation of pre-operative patients; pain relief services to laboring mothers; setup and maintenance of epidural pumps; maintain comfort levels of mother during labor; house wide IV services and response to Code Blue situations, adult and pediatric.
- As Chief CRNA (1996-1999) - responsible for all department administration, in-services, supplies, equipment, staffing and compliance with JCAHO and OSHA standards.
- Converted and updated all department policies/procedures to computer format & developed and implemented new anesthesia records to comply with JCAHO.
- Served as JCAHO readiness panel, chronic pain management committee, latex-free environment committee and recruitment committee.
- Scheduled in-services for staff, coordinated scheduling to ensure adequate staff coverage of CRNA & Anesthesia Assistants, acted as ombudsman between staff and upper management when needed.
- Received numerous letters of commendation from anesthesiologists during assist with patient undergoing post-delivery surgery for lacerations of the liver.

CARLISLE HOSPITAL, Carlisle, PA (4/72-3/89)**Staff CRNA, Clinical Instructor**

- Administered general anesthesia, MAC and upper extremity blocks for all patients (except neuro, open heart, or transplants).
- Provided analgesia as needed in delivery rooms.
- Administered general anesthesia to C-Section patients.
- Assisted with resuscitation of newborns as needed.
- Provided 24 hour in-house call coverage of 250 bed facility: Trauma, intubations (trauma and chronic problems), IV therapy (pediatric to geriatric), respiratory management including ventilatory support, insertion of NG tubes, IV catheters, placing endo/nasotracheal tubes.
- Supervised clinical training of nurse anesthesia students during their three-year course of training.
- Developed and initiated Policy and Procedure for the administration of upper extremity block using the Bier block technique.
- Active participant in monthly in-services for staff that included teaching of new drugs and therapeutics and the yearly review and renewal of BCLS credentials.
- BCLS instructor for classes held for employees throughout the hospital.

Mildred "DeeDee" H. Shatto
Lake Wylie, SC 29710-9108

CARLISLE HOSPITAL, Carlisle, PA (11/65-4/72)**Charge Nurse - PACU**

- Provided pain relief, systemic support, and airway support and close observation of patients emerging from anesthesia
- Detailed documentation of neurologic, cardiac, and respiratory functions.
- IV support therapy as needed.
- Administration of IV/IM medications as ordered by Chief Anesthesiologist.
- Transported post-operative patients to appropriate nursing unit; report to primary care giver of patient's surgery and post-operative course.
- Co-wrote the procedure for initiating IV therapy house wide and participated in training RN staff in proper IV therapies.
- Maintained department records, ordered weekly supplies and assisted in the unit cleaning and sterilizing recyclable PACU items after all patients had been discharged from area.

CARLISLE HOSPITAL, Carlisle, PA (1/64-4/65)**Head Nurse - Women's Med/Surg Unit**

- Administrative and patient care duties for 24 bed med/surgical unit: including direction and supervision of LPN's, Aides and nursing students
- Administered patient medications;
- Accompanied doctors on rounds
- Executed all required documentation.
- Ensured adequate staffing per patient load
- Ordered supplies and pharmaceuticals for unit
- Provided assistance as needed to staff and patients.
- Transferred to Recovery Room (PACU) in 1965.

PENNSYLVANIA HOSPITAL, Philadelphia, PA (10/63-12/63)**Staff RN**

- Performed all duties of staff RN.
- Responsible for patients on three adjoining units during evening and night shifts as the sole RN.
- Supervised one LPN and one Aide.
- Responsible for all treatments, medications and chart documentation.

EDUCATION

- Diploma, Carlisle Hospital School of Anesthesia, Carlisle, PA (1974)
- Diploma, Pennsylvania Hospital School of Nursing, Philadelphia, PA (1963)
- Continuing education to maintain AANA Re-certification

AFFILIATIONS

- American Association of Nurse Anesthetists (1974-present)
- Hawaii Association of Nurse Anesthetists (6/89-2001)
- North Carolina Association of Nurse Anesthetists (1/2001-present)
- South Carolina Association of Nurse Anesthetists (1/2001-present)

Mildred "DeeDee" H. Shatto
Lake Wylie, SC 29710-9108

LICENSES & CERTIFICATIONS

- CRNA - 1974-present
- APRN - 1974-present
- ACLS - 1990-6/2001
- BCLS - 1965-7/2007
- BCLS Instructor- 1974
- Pennsylvania RN license - 1964-1989
- Hawaii RN license - 1989-2003
- North Carolina RN license-2001-present
- South Carolina RN license -2001-present
- South Carolina CRNA license -2001-present

Additional Information and References Provided Upon Request

Mildred "DeeDee" H. Shatto
Lake Wylie, SC 29710-9108

McLeod Health
The Choice for Medical Excellence

OSHA Category Classification

Employee's name MILDRED H SHATTO Social Security No _____
Department ANESTHESIA Job title/Position CIRNA, APRN / ANES

(See back for description of categories.)

Category 1

I, MILDRED H SHATTO, understand that the duties required of me in my job position place me in Category 1. I have a thorough knowledge of the proper use of personal protective clothing and equipment and of the areas where the clothing and equipment is maintained throughout the facility. I have received education and training in Universal Precautions, barrier protection techniques, and modes of transmission of blood-borne viruses.

Employee's signature M. H. Shatto Date 11/15/07

Category 2

I, _____, understand that the duties required of me in my job position place me in Category 2 but that I may be required to perform unplanned Category 1 duties. If I have to perform unplanned Category 1 duties, I have a thorough knowledge of the proper use of personal protective clothing and equipment and of the areas where the clothing and equipment is maintained throughout the facility. I have received education and training in Universal Precautions, barrier protection techniques, and modes of transmission of blood-borne viruses.

Employee's signature _____ Date _____

Category 3

I, _____, understand that the duties required of me in my job position place me in Category 3 and that I will not have to perform duties that will require the use of personal protective clothing or equipment. I have received education and training in Universal Precautions and modes of transmission of blood-borne viruses.

Employee's signature _____ Date _____

Verification of Classification

I have ensured that the job tasks of this position have been reviewed with Mildred Shatto and verify that this classification is correct.

HR Representative's signature Debra B. Joney Date 11-15-07

**RE
CERTIFICATION** Council on
Recertification of
Nurse Anesthetists

The Council on Recertification of Nurse Anesthetists certifies that this Certified
Registered Nurse Anesthetist (CRNA) has met the criteria for recertification.

RECERTIFICATION NO.	EXPIRATION DATE
023184 Mildred H. Shatto, CRNA	07/31/2009

OFFICIAL DOCUMENTATION OF RECERTIFICATION

ID No. 023184

State SC

Mildred H Shatto, CRNA

is an Active Recertified Member

of the AANA. Membership valid one month past
08/31/2008

Supporting our Members - Protecting our Patients

State of South Carolina
Department of Labor, Licensing and Regulation
Board of Nursing

Mildred Hirst Shatto
Is Authorized to Practice as an
Advanced Practice Registered Nurse
CERTIFIED REGISTERED NURSE ANESTHETIST

(APRN-VALID IN SC ONLY)
RN MULTISTATE LICENSE

License Number: 1593
Expires: 04/30/2008

P. J. K. O.
Asst. Deputy Director

TETANUS IMMUNIZATION RECORD

NAME Mildred Shatto

DR.	DRUG	DATE
	START	
BASIC	1 MONTH	
COURSE	1 YEAR	
BOOSTERS		<u>Feb 6 2001 3/10/2001</u>
EVERY		
5 YEARS		

HOSPITAL EMPLOYEE PARTICIPATION PROGRAM

**HEPATITIS B VACCINATION
RECORD CARD**

DOSE NO.	DATE OF VACCINATION
<u>1</u>	<u>11-7-85</u>
<u>2</u>	<u>12-16-85</u>
<u>3</u>	<u>5-1-86</u>

COPY

11-K-07
003



has successfully completed the Advanced Cardiac Life Support Program national cognitive and skills examination in accordance with the curriculum of the American Heart Association and the ACLS Certification Board.

10-31-2007

10-2009

Name of
AQLS Region Multi-Region

Name of
Training Center AMRG Training Center

Instructor's
Name B. Hennenfent, M.D.

Instructor's
I.D. No. 36-3303467

Holder's
Signature dd Shetty

© 2005 64-3227

Arrowood Medical Center

Riverview Medical Center

Omnimed AT RIVERVIEW

TUBERCULIN (PPD) SCREENING

Questionnaire and Consent

Name (Nombre): DEE-DEE SHATTO Mildred Date (Fecha): 15 Nov 07

Employer (Empleador): _____ ☒ Pre-Placement (Pre-Empleo) ☐ Annual (Anual)

1. Have you had any of the following symptoms during the past year for more than two weeks, NOT associated with a specific illness?

(¿Ha ud. presentado alguno de estos síntomas en el último año o por más de dos semanas, NO asociadas a una enfermedad específica?)

a. Unexplained and/or low grade fever. (Fiebre leve y/o inexplicable)	☐ Yes / Si	☒ No / No
b. Night sweats. (Sudores nocturnos)	☐ Yes / Si	☒ No / No
c. Unexplained weight loss of more than 5 lb. (Pérdida inexplicable de más de 2 kg de peso)	☐ Yes / Si	☒ No / No
d. Persistent cough. (Tos persistente.)	☐ Yes / Si	☒ No / No
e. Coughing up phlegm or blood. (Tos con flema o sangre.)	☐ Yes / Si	☒ No / No
f. Loss of appetite. (Pérdida del apetito.)	☐ Yes / Si	☒ No / No
g. Unusual fatigue. (Fatiga o cansancio inusual o poco común.)	☐ Yes / Si	☒ No / No

2. Are you taking any medications? (¿Esta tomando algún medicamento?)

☒ Yes / Si ☐ No / No

Indicate which: (Indique cuáles): Diazepam, Zolam, Alprazolam

Certain medicines can affect your immune system and change your response to the TB skin test. We may need to test you for this.

(Algunas medicinas pueden alterar su sistema inmune y alterar su respuesta a la prueba PPD. Quizás tengamos que hacerle exámenes.)

3. Were you ever vaccinated against tuberculosis? (¿Ha sido vacunado contra la tuberculosis?)

☐ Yes / Si ☒ No / No

4. Were you vaccinated in the past year? (¿Ha sido usted vacunado en el último año?)

☐ Yes / Si ☒ No / No

Indicate which: (Indique cuáles): _____

5. Have you had an infection in the last month? (¿Ha tenido alguna infección durante el mes pasado?)

☐ Yes / Si ☒ No / No

6. Have you ever had a positive TB skin test? (¿Alguna vez ha tenido una prueba positiva para la tuberculosis?)

☐ Yes / Si ☒ No / No

Have you ever been diagnosed or treated for TB? (¿Ha sido diagnosticado o tratado antes por tuberculosis?)

☐ Yes / Si ☒ No / No

If YES,

Which medication did you receive? (¿Cuál medicina recibió?) _____

7. When was your last chest x-ray? (¿Cuándo le tomaron su última radiografía del pecho?) 1/15/05

PATIENT INSTRUCTIONS / INSTRUCCIONES PARA EL PACIENTE

You have been given a tuberculin skin test that must be read within 48 to 72 hours. If not, it will be considered invalid and will have to be repeated. Please make arrangements with our staff so it can be read properly. Thank you.

Se le ha administrado la prueba de la tuberculina la cual tiene que leerse en 48 a 72 horas. Si no, la prueba no será válida y deberá repetirse. Por favor, haga arreglos con el personal de la clínica para que la prueba sea leída adecuadamente. Gracias.

PATIENT STATEMENT / CERTIFICACION DEL PACIENTE

I hereby certify that to the best of my knowledge, I have had neither a severe reaction to tuberculin (PPD) test nor I have had tuberculosis in the past. Therefore, I hereby authorize Omnimed to administer to me a tuberculin (PPD) test as required by my prospective/current employer. I understand that if the test reaction is not read in 48 to 72 hours after its administration, it will have to be repeated.

Yo certifico que hasta donde yo recuerdo, nunca he tenido una reacción severa a la prueba de la tuberculina (PPD) ni he sufrido de tuberculosis en el pasado.

Por lo tanto, autorizo a Omnimed para que me administre la prueba de la tuberculina (PPD) requerida por mi futuro/ presente empleador. Entiendo que si la reacción a la prueba no es leída 48 a 72 horas después de su administración, la prueba tendrá que repetirse.

Patient Signature (Firma del Paciente): Mildred Shatto

Date (Fecha): 15 Nov 07

TO BE COMPLETED BY THE HEALTHCARE PROFESSIONAL

Injection: Lot # 11/19 Expiration: 1/09

Site: ☒ Right ☐ Left Forearm Administered by: J. B. Baker

Induration: 2 millimeters. Read by: J. B. Baker

Date: 11/15/07

Date: 11/17/07

Evaluation Comments: _____

According to my findings and the Centers for Disease Control guidelines on Tuberculosis, this employee requires:

☐ No Further Evaluation

☐ Further Evaluation and/or Treatment

☐ A Step 2 PPD

Healthcare Professional: _____

Signature: _____

Staff Care®

The Leader in Locum Tenens Staffing

October 24, 2007

MILDRED SHATTO

LAKE WYLIE, SC 29710

Dear MILDRED SHATTO:

This confirmation letter confirms your verbal agreement to provide locum tenens coverage for **MC LEOD REGIONAL MEDICAL CENTER - FLORENCE, SC** for **11/5/2007 - 2/1/2008** as an independent contractor under the terms of your Provider Services Agreement and as provided herein. The assignment set forth herein and payment for services rendered are contingent upon your completing the Staff Care Quality Assurance process, approval of malpractice coverage and completion of **MCLEOD PHYSICIAN ASSOCIATES'**s credentialing process. Please note, to ensure proper reporting enrollment under State Patient Compensation Fund rules and regulations, Staff Care must be notified 24 hours prior to your providing services on any dates not noted above.

SARAH NOWELL, SCI Logistics Coordinator, will be assisting with your travel and lodging arrangements. A welcome packet, which will include your travel and lodging details, as well as the forms you will need while on assignment, will be sent to you. Under no circumstances is Staff Care liable to reimburse travel expenses that are not arranged through Staff Care or approved by Client. Personal expenses such as long distance phone calls, meals, gasoline, entertainment, laundry, etc. will be your responsibility. Please feel free to contact SARAH NOWELL, Logistics Coordinator, at 800-685-2272 if you have any special preferences or questions regarding your travel and lodging.

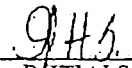
If hospital privileges are required, we ask that they be completed in a timely manner to ensure adequate time to be processed with the respective facilities. Please feel free to contact your Account Representative, SARAH EVANS at 800-685-2272 if you have any questions regarding this process.

Staff Care agrees to pay you the following rates for the specific location and period stated above. If Holiday Premium rates are applicable, please refer to the Holiday Call and Professional Services clause in your Provider Services Agreement.

CERTIFIED REG NURSE ANESTHETIST

Daily Rate:	\$0.00/Day
Hourly Rate:	\$95.00/Hour
Premium Rate:	\$105.00/Hour
Weeknight Call:	\$0.00/Night
Weekend Call:	\$0.00/Day, <u>where the Weekend Call rate includes 2 hours of patient contact</u>
Holiday Premium:	\$0.00/Holiday
M&IE per Diem:	\$25.00/Work day

To ensure accurate malpractice coverage, we ask that you completely and legibly fill out the required "PROVIDER INVOICES" and obtain a Client representative's signature on each invoice. Please fax a copy of the Provider Invoice to Staff Care at 972-983-0253 on or before the 1st and 16th of every month.


INITIALS

1 of 2

5001 Statesman Drive • Irving, TX 75063 • 800.685.2272 • Fax 972.983.0253

View Hundreds of Opportunities at www.staffcare.com

Our records indicate that payments to you should be made payable to **MILDRED SHATTO**. If this information is not correct, please access the following link (<http://staffcare.com/pdf/SC2SupplementalPhysicianApplicationPacket.pdf>) to print a new W-9 Request for Taxpayer Identification Number and Certification Form. Complete the form and fax it to your Recruiter, so this information can be updated. It is your responsibility to verify that your payments are made out to the proper entity. Neither Client nor Staff Care is able to change the payee information once a check has been cashed. If you do not submit a revised W-9 Form, Client and Staff Care will assume this information is correct.

If your assignment is in the State of California and you are not a resident of the State of California, a 7% income tax is required to be withheld from payments to you for services (excluding expense reimbursements) and will be deposited on your behalf with the State of California.

If you are scheduled to provide professional services in the State of Wisconsin, all assignment dates will be reported to the Wisconsin State Patients Compensation Fund. The Fund will send an invoice/exemption form to your home address and it is your sole responsibility to either bind coverage with the Fund by paying the invoice accordingly or claim an exemption. You may view the list of exemption factors by accessing the following link (<http://oci.wi.gov/pcf.htm>) and clicking on Exemptions from Fund Coverage. Failure to comply with the Fund may result in actions being taken against your Wisconsin state medical license. Please contact Rachel Cain in Risk Management if you have any questions regarding the Fund.

Provider acknowledges that during Provider's association with Client, Provider may be brought into contact with Client's confidential methods of operations, pricing policies, marketing strategies, trade secrets, knowledge, techniques, data and other information about Client's operations and business of a confidential nature ("Confidential Information") and that such Confidential Information may have a special and unique value to Client. Therefore, Provider will not in any manner, directly or indirectly, disclose or divulge to any person, or other entity, whatsoever, or use for his/her own benefit or for the benefit of any other person or other entity whatsoever, directly or indirectly in competition with Client, any of such Confidential Information. No damages shall arise from a breach of this section except to the extent Provider has disclosed confidential information that qualifies for legal protection (e.g., in the form of a legal trade secret, protected by HIPAA). Upon the expiration or termination by any party for any reason of this Assignment, Provider shall immediately return to Client any and all such Confidential Information in the possession or control of Provider.

Should you decide to cancel any portion of this assignment, Client and Staff Care require a 30-day written notification. You also must notify Client and your Account Representative, **SARAH EVANS**, 30 days in advance of taking any unscheduled time off during this assignment. You may be held responsible for the payment of any travel and lodging expenses incurred in relation to this assignment if you fail to give the required notice. These expenses may be deducted from any payment due to you under your Provider Services Agreement.

You agree that the terms set forth herein are confidential and shall not be disclosed to third parties.

If you do not accept or agree with the terms set forth herein, you must notify Staff Care within 48 hours of receipt of this confirmation letter. This confirmation letter is a part of your Provider Services Agreement. By execution of the Declaration attached to this confirmation letter, you acknowledge that you are not an employee of Staff Care and that Staff Care is only acting as a placement agency for Client. Please sign, date and return this letter and the attached Declaration in the enclosed envelope or fax it to 972-983-0253.

Mildred H. Shatto
MILDRED SHATTO (707685)

29 October 07
Date

Sarah Evans
SARAH EVANS

Staff Care, Inc.
10/29/07
Date

MC LEOD REGIONAL MEDICAL CENTER
142191/318454-1-CRNA-1
11/05/2007 - 02/01/2008

2 of 2

Assignment Declaration

Staff Care®

The Leader in Locum Tenens Staffing

Client Name: MCLEOD PHYSICIAN ASSOCIATES

Worksite Name: MC LEOD REGIONAL MEDICAL CENTER

Assignment Location: FLORENCE, SC

Assignment Dates: 11/05/2007 - 02/01/2008

The undersigned service provider (the "Provider") declares, acknowledges and agrees that he/she is an independent contractor and is not an employee of Staff Care, Inc. or any of its affiliates. The undersigned further acknowledges that in relation to the above referenced assignment:

1. I am a trained medical physician/provider engaged in the practice of healthcare and medicine.
2. I am solely responsible for my professional actions in providing medical services to patients at the above referenced healthcare facility or elsewhere.
3. Neither Staff Care nor any other party has the right to direct or control the manner in which I practice my profession.
4. I independently determine the assignments I am willing to accept and the rate at which I will be paid for each assignment. I cannot be directed by Staff Care to accept assignments.
5. Staff Care does not direct my professional service in any manner, including the time, place, type of professional service, working conditions, quality of the professional service, my right to utilize or hire assistants or the prices charged for the services I render.
6. I have the right to terminate my relationship with Staff Care at any time and I may terminate an assignment with or without cause by giving thirty (30) days written notice. Staff Care does not have the right to terminate any assignment I choose to accept with a healthcare facility.
7. To my knowledge, Staff Care has no relationship with the healthcare facilities with whom I accept assignments other than that of a placement agency and I understand that Staff Care is not licensed to nor is it engaged in the practice of medicine.
8. I am not employed by Staff Care. As an independent contractor, I agree that I am responsible for and will pay all federal, state and local income or self-employment taxes due on payments received as a result of this assignment, and I am NOT entitled to claim unemployment benefits or workers compensation benefits against Staff Care.
9. To the extent I receive payments from Staff Care in relation to this assignment, such payments are made by Staff Care on behalf of the Client.

This Declaration is made in conjunction with the above referenced assignment and is a true and correct statement of the facts set forth herein.

This Declaration is executed effective as of 11/05/2007.

PHYSICIAN / PROVIDER

Gildred H. Shatto
MILDRED SHATTO (707685)

Date

29 October 07

STAFF CARE ACCOUNT REPRESENTATIVE

Sarah Evans
SARAH EVANS

Date

10/29/07

AD111506

Staff Care®

The Leader in Locum Tenens Staffing

November 13, 2007

MILDRED SHATTO, CRNA

LAKE WYLIE, SC 29710

Dear MILDRED SHATTO:

Please find the information you will need for your assignment at MC LEOD REGIONAL MEDICAL CENTER - FLORENCE, SC during 11/14/2007 - 2/01/2008. I have also included required forms that you will utilize while on assignment for Staff Care, Inc. Make copies of these documents as needed and forward each to my attention by fax when necessary.

PROVIDER INVOICE:

For accurate malpractice documentation, your Provider Invoice **MUST** be:

- a. Complete
- b. Signed by you
- c. Signed by a Client Representative
(I cannot present your Provider Invoice for payment without this signature)
- d. Surgery and/or ER hours clearly documented (if applicable)

PLEASE NOTE:

The Remit Payment To address on your Provider Invoice is where your paycheck/paystub will be mailed or FedEx'd. Please ensure that this information is accurate and legible.

Provider Invoices **must** be received no later than the **1st** and **16th** of every month to ensure that you will be paid on the scheduled check run. Please fax your Provider Invoice to 972-983-0253. Provider Invoices received after the due date will incur an additional 2 week delay in payment.

For this assignment, you will need to fax 7 Provider Invoices. Please see the following schedule:

#	Days Worked During	Provider Invoice Due to Staff Care via Fax	Pay Period	Pay Check/Stub Mailed to You
1.	November 1-15, 2007	On or before Friday, November 16 th	November 1-15	November 30, 2007
2.	November 16-30, 2007	On or before Saturday, December 1 st	November 16-30	December 17, 2007
3.	December 1-15, 2007	On or before Sunday, December 16 th	December 1-15	December 31, 2007
4.	December 16-31, 2007	On or before Tuesday, January 1 st	December 16-31	January 15, 2008
5.	January 1-15, 2008	On or before Wednesday, January 16 th	January 1-15	January 31, 2008
6.	January 16-31, 2008	On or before Friday, February 1 st	January 16-31	February 15, 2008
7.	February 1-15, 2008	On or before Saturday, February 16 th	February 1-15	February 29, 2008

EXPENSE REPAYMENT:

Expense Repayment Forms should be utilized only when approved expenses occur. These are also due on or before the 1st and 16th of every month. Please fax your Expense Repayment Forms to 972-983-0253.

All expenses, other than mileage, must be submitted with receipts within fifteen days of the occurrence of the expense, or within fifteen days of assignment completion; whichever comes first. Staff Care must approve all expense repayments and under no circumstances is Staff Care liable to reimburse any expense that the Client refuses to pay. See "EXPENSE REPAYMENT POLICY" for a list of approved expenses.

PRECAUTIONARY NOTICE FORM:

This form should be used to report any unanticipated patient outcome that could lead to a malpractice suit. It is imperative that the form be completed upon the following:

- Untimely Death
- Paralysis, paraplegia, quadriplegia, spinal cord injury, nerve injury, or neurological defect
- Brain damage
- Total or partial loss of a limb
- Loss of or impairment of sensory organ or reproductive organ
- Substantial disability or disfigurement

Please contact Rachel Cain, Risk Manager or Kim Anderson, Executive Director of Risk Management, should you need to use this form.

CAR RENTAL:

Enclosed is your National Car Rental itinerary. Present this itinerary to the rental car agent. **DO NOT PRESENT YOUR CREDIT CARD.** The rental car agent should use this itinerary to pull up Staff Care's direct bill account.

- (1) **DO NOT ASK FOR INSURANCE** - LDW (Covers damage to the rental vehicle) & Liability (Covers passengers and third party property) is included. Any other coverage is optional and at your expense.
- (2) **SIGN AN EXTENDED AGREEMENT** - this is necessary if your assignment causes you to need the rental car longer than 30 days and enables you to simply call in your mileage every 30 days instead of taking your car in.
- (3) **UPGRADES** - If you choose to upgrade to a different vehicle where the rate is more than the vehicle reserved, any cost difference as a result of the change will be your responsibility.
- (4) **ADDITIONAL DRIVERS** - If you require additional drivers, they may be added at the counter. Applicable charges will be your responsibility and will be deducted from your paycheck.
- (5) **FUEL RESPONSIBILITY** - It is your responsibility to return the rental vehicle with a full tank of gas. Any additional fuel charges will be your responsibility and will be deducted from your paycheck.
- (6) We do not authorize any change in this reservation without notification and approval by Staff Care, Inc.
- (7) See attached "RENTAL CAR AGREEMENT" for further details.

HOTEL LODGING:

Courtyard Florence	Check In: Nov 14, 2007
2680 Hospitality Blvd	Check Out: Jan 31, 2007
Florence, South Carolina 29501	Confirmation #: 87653050
(843) 662-7066	

Important Notice:

We have guaranteed your room for late arrival. If you are unable to check in to the lodging facility on the "Check In" date noted above and you are unable to reach a member of SCI to cancel your reservation at (Pager#) 888-263-5417, please call the hotel directly and cancel or re-book your reservation (if needed). Failure to cancel your reservation may result in a No-Show Fee. If we are unable to have this fee waived, it will be deducted from your future pay.

You are responsible for checking out at the front desk prior to leaving the hotel. If any additional fees are incurred because you did not checkout and we are unable to have the fees waived, it will be deducted from your future pay.

Staff Care, Inc. will pay for room rental, plus tax only. Staff Care, Inc. will not be responsible for any incidentals. We do not authorize any change in this reservation without notification and approval by Staff Care, Inc.

FACILITY AND CONTACT:

MC LEOD REGIONAL MEDICAL CENTER

901 E. CHEVES STREET #290

FLORENCE, SC 29501

Phone: (843) 777-2000

Your contact is Keith Torgerson at (843) 245-7256.

Your assignment shifts are Monday – Friday; 9:00 AM – 5:00 PM with no call and minimal overtime.

Contact Keith Torgerson for first day instructions.

AFTER HOURS INFORMATION:

If you need assistance after regular business hours please utilize the following:

EMERGENCY AFTER HOURS AIR TRAVEL, RENTAL CAR OR LODGING SERVICE:

IF YOU HAVE QUESTIONS OR NEED EMERGENCY ASSISTANCE, YOU MAY CONTACT A MEMBER OF STAFF CARE'S ACCOUNT MANAGEMENT TEAM AT (Pager#) 888-263-5417.

Thank you for your attention to these matters. If you have any questions, please call me at (800) 685-2272.

Sincerely,

Sarah Nowell

SARAH NOWELL
Logistics Coordinator

Staff Care^{INC}

The Leader in Locum Tenens Staffing

ORDER

MCLEOD PHYSICIAN ASSOCIATES
Florence, SC

CRNA

Daily Rate: \$123-128 per hour/8-hour Day
Premium Rate: \$215/Hour (CLIENT will be charged the Premium Rate for all hours worked beyond 8 hours a day)
Weeknight Call: \$215/Night (CLIENT will be charged the Premium Rate for all hours worked)
Weekend Call: \$950/per 24-hour period (CLIENT will be charged the Premium Rate for all hours worked)
Administrative Services: \$16/Day

Holiday Premium: A rate of one half of the Daily Rate will be charged for New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas, or any holiday that is recognized by the CLIENT if PROVIDER remains in the assignment community, whether or not services are actually provided on those days. If PROVIDER is required to be on call, CLIENT will pay the full Daily Rate for PROVIDER for each holiday. If PROVIDER has any patient contact or is required to report to CLIENT'S facility on one of these holidays, CLIENT will pay the full Daily Rate for PROVIDER plus the Holiday Premium which includes up to 4 hours of professional services. CLIENT will be charged at the Premium Rate for all hours performed over four hours on any of these holidays. CLIENT agrees to pay for a minimum of 40 hours of PROVIDER'S professional services in any week.

The administrative service fee is applicable for each calendar day the provider delivers services through either patient contact or call availability and includes, but is not limited to, the following services: maintenance of medical malpractice insurance policy, referencing, verifying licensure, forwarding client's verification forms to third parties and continuous follow-up to ensure completed forms are returned to client in a timely manner, and coordinating travel itineraries.

Once a PROVIDER is presented to CLIENT by AGENCY, CLIENT agrees to notify AGENCY within 48 hours of its intentions to accept or not accept the services of such PROVIDER.

CLIENT agrees to pay AGENCY a reassignment fee of \$22,000 for the reassignment of each PROVIDER presented to CLIENT or any organization affiliated with CLIENT if such PROVIDER becomes a permanent employee of CLIENT or an affiliate of CLIENT within (2) years after such PROVIDER is presented to CLIENT or after PROVIDER ceases to provide services to CLIENT. Refer to clause B.10 in the AGREEMENT FOR LOCUM TENENS COVERAGE (the "AGREEMENT") regarding the reassignment fee.

CLIENT agrees to pay AGENCY an initial invoice equal to the number of days the PROVIDER is scheduled by CLIENT during the first two (2) weeks of the assignment times (X) the Daily Rate, not to exceed 10 days. This invoice is payable prior to the actual start date of PROVIDER'S assignment and is ONLY APPLICABLE WHEN A PROVIDER HAS BEEN ACCEPTED AND SCHEDULED BY CLIENT.

The Rate Schedule set forth above is subject to change based on changes in amounts payable to PROVIDER and increases in malpractice costs. Should rates increase at any time for any reason during the term of the assignment covered by this ORDER, AGENCY will be required to give CLIENT 30 days written notice prior to the effective date of the increase.

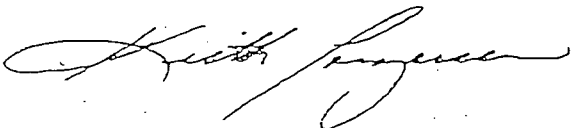
I understand that this ORDER is a part of the AGREEMENT FOR LOCUM TENENS COVERAGE and CLIENT shall immediately notify AGENCY in writing if it does not accept the terms set forth herein.

(Client) MCLEOD REGIONAL MEDICAL CENTER

(Name) KEITH TORGERSEN

(Title) DIRECTOR OF ANESTHESIA

(Date) 4/26/07

 Keith Torgersen MD, CRNA

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM SOUTH CAROLINA
WORKERS' COMPENSATION COMMISSION

G. Bryan Lyndon, Commissioner

W.C.C. File Nos.: 0724433 and 0724543

Mildred H. Shatto, Employee/Claimant,.....Respondent,

v.

McLeod Regional Medical Center, Employer/Carrier.....Appellant,

and

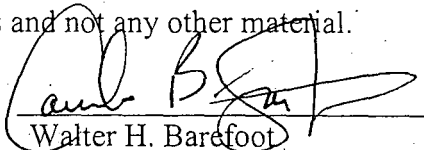
Staff Care, Inc., Employer and Travelers Insurance, Carrier, ... Respondents.

CERTIFICATE OF COUNSEL

The undersigned hereby certifies that the Record on Appeal contains all material
proposed to be included by any of the parties and not any other material.

November 2, 2009

By:


Walter H. Barefoot

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