

Original

COMMONWEALTH OF KENTUCKY  
FAYETTE CIRCUIT COURT  
DIVISION NO. III  
CIVIL ACTION NO. 15-CI-551

PAUL KEARNEY, M.D.	)	DEPOSITION TAKEN ON
	)	BEHALF OF PLAINTIFF
PLAINTIFF	)	<u>BY: NOTICE</u>
	)	
VS.	)	
	)	
UNIVERSITY OF KENTUCKY	)	Witness:
	)	
DEFENDANT	)	MARCUS RANDALL, M.D.

\* \* \* \* \*

The deposition of MARCUS RANDALL, M.D., was taken before Desiree J. Wright, Court Reporter and Notary Public in and for the State of Kentucky at Large, and also by videotape recording, at the law offices of Sturgill, Turner, Barker & Moloney, PLLC, 333 West Vine Street, Suite 1500, Lexington, Kentucky, on Wednesday, July 27, 2016, commencing at the approximate hour of 1:30 p.m. Said deposition was taken pursuant to Notice, heretofore filed, to be read and used as evidence on behalf of the Plaintiff at the trial in the above-captioned action and all other purposes as permitted by the Kentucky Rules of Civil Procedure.

\* \* \* \* \*

APPEARANCES:

Hon. Bernard Pafunda  
PAFUNDA LAW OFFICE  
175 East Main Street - Suite 600  
Lexington, Kentucky 40507

ATTORNEYS FOR PLAINTIFF

Hon. Bryan Beauman  
STURGILL, TURNER, BARKER & MOLONEY, PLLC  
333 West Vine Street - Suite 1500  
Lexington, Kentucky 40507

ATTORNEYS FOR DEFENDANT

Hon. Harry L. Dadds  
STOLL KEENON OGDEN  
300 West Vine Street - Suite 2100  
Lexington, Kentucky 40507

ATTORNEYS FOR WITNESS - MARCUS RANDALL,  
M.D.

ALSO PRESENT:

Ann LeRoy,  
Certified Legal Videographer

I N D E X

<u>WITNESS: MARCUS RANDALL, M.D.</u>	<u>PAGES</u>
COLLOQUY . . . . .	4-5
EXAMINATION	
By Mr. Pafunda . . . . .	5-118
REPORTER'S CERTIFICATE . . . . .	119

\* \* \* \* \*

E X H I B I T            I N D E X

<u>Plaintiff's</u>	<u>Description</u>	<u>Page</u>
Ex. No. 1	Asset Purchase Agreement	28
Ex. No. 2	Agreement dated 7/1/15	63
Ex. No. 3	Office of Attorney General document	71
Ex. No. 4	Practice Agreement and Assignment	81
Ex. No. 5	Letter dated 10/5/15	88
Ex. No. 6	Letter dated 9/30/15	90
Ex. No. 7	Letter dated 9/28/15	90
Ex. No. 8	E-mail regarding Open Records Request	96
Ex. No. 9	Amended and Restated Articles of Incorporation of Beyond Blue Corporation	101
Ex. No.10	Medical Staff Executive Committee Minutes dated 2/5/15	104

1 THE VIDEO TECHNICIAN: We're on the  
2 video record. I'm Ann LeRoy, certified  
3 videographer. The court reporter is  
4 Desiree Wright.

5 We're here to take the deposition of  
6 Dr. Marcus Randall, at 333 West Vine Street,  
7 Lexington, Kentucky.

8 The deposition is being taken  
9 pursuant to Notice in the Fayette Circuit  
10 Court; styled Paul Kearney, M.D. versus  
11 University of Kentucky.

12 The date is July 27, 2016, and the  
13 time is 1:27 p.m.

14 Would counsel please introduce  
15 themselves and state who they represent?

16 MR. PAFUNDA: Bernard Pafunda, on  
17 behalf of Dr. Paul Kearney.

18 MR. BEAUMAN: Bryan Beaman, for the  
19 University of Kentucky.

20 MR. DADS: Harry Dadds, on behalf of  
21 Dr. Randall, Kentucky Medical Services  
22 Foundation.

23 The witness, MARCUS RANDALL, M.D.,  
24 after first being duly sworn, was examined  
25 and testified as follows:

1 MR. PAFUNDA: Doctor, let me put this  
2 on the record or ask your lawyer some  
3 questions.

4 Mr. Dadds, are you here on behalf of  
5 Dr. Randall personally or on behalf of  
6 Kentucky Medical Services Foundation, or  
7 both?

8 MR. DADDS: Kentucky Medical  
9 Services Foundation.

10 MR. PAFUNDA: All right. And in  
11 Dr. Randall's capacity as president of KMSF?

12 MR. DADDS: Yes, correct.

13 MR. PAFUNDA: Thank you very much.

14 EXAMINATION

15 By Mr. Pafunda:

16 Q If you would introduce yourself.

17 A I'm Mark Randall.

18 Q All right. And you're a physician  
19 at the University of Kentucky?

20 A That's correct.

21 Q And it's an oversight on my part,  
22 but if -- generally I have someone in your  
23 position bring their CV to a deposition so we  
24 don't have to go through it. You didn't happen to  
25 bring one, did you?

1 A I did not.

2 Q All right. Graduated --

3 A University of --

4 Q -- from college where?

5 A University of North Carolina, Chapel  
6 Hill.

7 Q Next educational experience?

8 A Medical school, University of North  
9 Carolina, Chapel Hill.

10 Q Next educational experience?

11 A Residency at the University of  
12 Virginia.

13 Q Completed that when?

14 A 1986.

15 Q And practiced where?

16 A My first faculty position was at  
17 Wake Forest University. I was there for eight  
18 years. Then I left to be the chair of radiation  
19 oncology at Indiana University, a position I had  
20 for approximately 11 years. I then went to East  
21 Carolina University to be director of the cancer  
22 center, a position I stayed in for two years until  
23 I was recruited by the University of Kentucky to  
24 come here as chair of radiation medicine.

25 Q And you came to the University of

1 Kentucky, I take it, in the position as chair of  
2 radiation medicine?

3 A That's correct.

4 Q And what year was that?

5 A 2006.

6 Q And who recruited you, and what was  
7 the recruitment process like, briefly?

8 A The first reach out was actually  
9 pretty soon after I went to East Carolina and that  
10 was by Randy Rowland, who was a urologist and  
11 chaired the search committee. I initially  
12 rebuffed the recruitment effort, and about a year  
13 later I was contacted by Dr. Rowland and shortly  
14 thereafter by the dean of the medical school,  
15 Dr. Jay Perman.

16 Q And you -- and you rebuffed the  
17 effort at the first -- the first time for what  
18 reason or reasons?

19 A I had been at -- I just had taken a  
20 new position relatively recently, and some  
21 commitments had been made to me and I made some  
22 commitments to other people, and it just didn't  
23 seem fair to everybody involved.

24 Q I take it from the tone of your  
25 responses that you weren't looking to leave; is

1       that correct?

2               A           That's correct, that's correct.

3               Q           What did the University of Kentucky  
4       offer you that enticed you to make that move?

5               A           Well, like most recruitments, it was  
6       a combination of push and pull, and by the time I  
7       was contacted the second time, some of the  
8       commitments that had been made to me were not  
9       kept. But more importantly frankly was I could  
10      see that UK Healthcare and the Medical Center was  
11      going to be on a significant growth curve and  
12      really became pretty excited about what was  
13      happening at UK.

14              Q           Would you still characterize the  
15      University of Kentucky Healthcare as on a  
16      significant growth curve?

17              A           I think it's still on the growth  
18      curve. It depends on the definition of  
19      significant. I mean, obviously things -- you  
20      know, you can't grow that rate forever.

21              Q           All right. And when you say grow at  
22      a certain rate, are you talking about just the  
23      brick and mortar, patient load, faculty?

24              A           Well, when I said that I wasn't  
25      thinking of anything particular, but I would say



1 both are true. All of those -- all of those  
2 things are true.

3 Q And how would you describe -- given  
4 your position as chair of radiology, how would you  
5 describe the relationship between the faculty and  
6 the administration?

7 A I'm not chair of radiology.

8 Q Oh, excuse me.

9 A I'm chair of radiation medicine.

10 Q I apologize.

11 A That's quite all right.

12 I think historically the  
13 relationship -- and again, there's pockets where  
14 the relationship is good. And I think  
15 historically in the ten years or so that I've been  
16 here that relationship has been good. I think in  
17 the last three years that relationship has  
18 suffered substantially.

19 Q And when you use the adjective  
20 substantially, would you -- can you break it down  
21 in terms of numbers or some graphic description?

22 A You know, I don't think there's  
23 any -- anything objective other than the physician  
24 satisfaction scores. I think there is a general  
25 sense among the faculty that, you know, they're

1 not as happy as they used to be.

2 Q But when you say the -- the  
3 physician faculty scores, what -- are you  
4 referring to a particular study?

5 A Yes. For the first time -- for many  
6 years the institution, like most institutions, has  
7 tried to understand how satisfied their patients  
8 were. It's relatively recent that institutions  
9 have been systematically looking at how satisfied  
10 or engaged their faculty is or are. The first  
11 faculty engagement survey that was done at UK  
12 Healthcare was done in the spring of 2015, I  
13 think.

14 Q And the -- and the name of that  
15 survey?

16 A I think it's Press Ganey.

17 Q And the results of that survey?

18 A Were not good in 2015.

19 Q When you say not good, is there a  
20 percentage ascribed to it, and if so, what's the  
21 percentage?

22 A There -- there are percentiles  
23 ascribed to it. I -- I can't say exactly. For  
24 some reason the 5th percentile is in my mind.

25 Q And when you say the 5th, is that

1 the upper 5th or the bottom 5th?

2 A The bottom 5th.

3 Q And has it decreased since 2015?

4 A It has.

5 Q To what percentile at the present  
6 time?

7 A 1st percentile.

8 Q And that again is the Press Ganey  
9 study; is that correct?

10 A Yeah -- well, I think it's Press  
11 Ganey, but I can't swear to that. I think that's  
12 right.

13 Q No, you have to swear. We're here.

14 A Well, I'm swearing to God that I  
15 can't swear I know for sure.

16 Q In your opinion then, does there --  
17 do there need to be changes at the administrative  
18 level, corrective situations since it's near zero?

19 A I don't know if my opinions are --

20 Q They are to me.

21 A Well, I definitely have some  
22 opinions that things -- things need to be done  
23 differently, absolutely.

24 Q All right. In what regard, without  
25 naming names?

1           A           I -- I think, like many of the  
2 faculty think, that they've become commodities.  
3 If one doesn't work out, get rid of them and get  
4 another one.

5           Q           I think that's pretty clear. In  
6 other words, if I may, you would agree that -- you  
7 used the word commodities, but you can almost look  
8 at it as the faculty physicians have come in a  
9 sense -- become in a sense viewed as widgets that  
10 can be easily replaced?

11          A           I think that's a common perception.

12          Q           Do you agree with that perception?

13          A           I think it's very hard to replace  
14 good physicians. I've been doing this a long  
15 time. I've been running departments a long time,  
16 and what I've understood is that good people  
17 always have options and -- and the bad people  
18 don't. And those are the ones you're stuck with  
19 when you get into a situation where people are  
20 unhappy.

21          Q           And given that the level is at the 1  
22 percentile level, I take it that it would also be  
23 your opinion that that adversely impacts patient  
24 care; am I correct?

25          A           You know, that -- I can't pass

1 judgment on that. I think our quality of our care  
2 is very good. I think people are -- understand  
3 their duty to patients and try to do the best they  
4 can for their patients overwhelmingly. So I would  
5 not necessarily agree with that.

6 Q Has there been any study in that  
7 regard at the University of Kentucky?

8 A Well, there are a number of quality  
9 metrics that are followed, and I certainly cannot  
10 quote those to you, but I don't think -- my sense  
11 is there's -- actually in our -- in our  
12 institutional goals, we call them enterprise  
13 goals, we set those goals every year and generally  
14 we increase the bar every year. And my guess is  
15 that those metrics reflect continued improvement  
16 in the quality of care.

17 Q And when you say we increase the bar  
18 every year, that segues, does it not, into the  
19 fact that you have RVU's with respect to  
20 clinicians?

21 A No, RVU's are totally unrelated to  
22 quality.

23 Q And what are RVU's?

24 A RVU's are Relative Value Units  
25 that -- specifically you're probably talking about

1 work RVU's --

2 Q I am. Thank you.

3 A -- that work -- that relate to the  
4 relative value of one service or procedure  
5 relative to another.

6 Q And those are almost strictly  
7 applicable to the clinical physician; is that  
8 correct?

9 A Not a hundred percent, but  
10 overwhelmingly, yes.

11 Q And would you say 90 percent?

12 A I'd say 90 percent.

13 Q And with respect to those RVU's, is  
14 the physician's compensation based on RVU levels?

15 A It has a very loose relationship to  
16 RVU levels actually.

17 Q What is that relationship?

18 A People have base salaries that in  
19 every case are going to be overwhelmingly the bulk  
20 of their compensation.

21 Q Those base salaries are structured  
22 around a particular meaning, are they not -- or  
23 mean -- mean in the southeastern region?

24 A I think that is a benchmark that's  
25 looked at, but I'm not involved in setting

1 salaries, so I really can't --

2 Q Who does set salaries?

3 A I think chairs recommend.

4 Physicians negotiate. There -- there's been a  
5 process through the University, through the  
6 administrative aspects of the University as  
7 departmental budgets are approved. So I think  
8 there's lots of -- there's not like one person or  
9 one group that sets salaries. I think it's an  
10 interim process, and if a physician feels he's  
11 underpaid, I know -- I know it happens not  
12 uncommonly, they will -- they will raise their  
13 hand if they feel undercompensated.

14 Q Well, you have to do a little more  
15 than raise your hand to get --

16 A You do.

17 Q Is there a compensation committee at  
18 UK Healthcare?

19 A There is a committee. I don't think  
20 it's called the compensation committee, to my --  
21 well, I'm not aware of any committee currently  
22 that's called the compensation committee.

23 Q Is there a committee that sets  
24 compensation for the physicians?

25 A No.

1           Q           Is there a committee at the Kentucky  
2 Medical Services Foundation that does that?

3           A           No.

4           Q           The Kentucky -- and I'm jumping  
5 ahead a little bit. Let me ask you this,  
6 Dr. Randall, are you board certified in how many  
7 areas?

8           A           I'm board certified in radiation  
9 oncology.

10          Q           And you also hold a position other  
11 than your chair position. You also hold the  
12 position as president of Kentucky Medical Services  
13 Foundation?

14          A           That's correct.

15          Q           When did you take on that position?

16          A           2012.

17          Q           Were you elected to that position?

18          A           I was not -- well, I have been  
19 elected more -- most recently. The answer is yes.  
20 I'm current -- I am elected in my current  
21 position. In 2012 I was asked to serve in that  
22 position. I was -- I held a -- I was elected as  
23 vice president and then I was asked to serve as  
24 president.

25          Q           Did you replace Dean DeBeer?



1           A           I did.

2           Q           Who asked you to fill in that  
3 position?

4           A           He -- he asked -- according to our  
5 bylaws at that time, the -- the -- the president  
6 of KMSF was the dean of the college. The dean  
7 first asked the Board of KMSF to change its bylaws  
8 to allow him to appoint a president.

9           Q           Let me -- if you don't mind, I'll  
10 interrupt. Were the bylaws changed before you  
11 were appointed?

12          A           That's correct, they were.

13          Q           Who participated in the decision  
14 let's change the bylaws and --

15          A           The Board, KMSF Board.

16          Q           With respect to the KMSF Board, who  
17 comprises the board of KMSF?

18          A           It's comprised of the -- the chairs  
19 of 17 or 18 clinical departments or their  
20 designee. And then there are elected at-large  
21 members from the faculty. And there is one  
22 community member.

23          Q           And the elected members from the --  
24 from the faculty, is that a faculty-wide election?

25          A           Well, you have to be eligible to --

1 to -- you have to be a clinician and you have to  
2 have a practice agreement, and if that's the case,  
3 then you're eligible to vote, yes.

4 Q Does Kentucky Medical Services  
5 Foundation publish a slate of who's eligible and  
6 who may be elected?

7 A We publish -- we solicit nominations  
8 across everyone who would be eligible to serve and  
9 we do publish those, and you can even  
10 self-nominate. And then we do publish everyone  
11 who's eligible, and then we have a vote -- then  
12 there's a vote taken and the winner is named to  
13 the Board, named winners.

14 Q And how many winners?

15 A Six.

16 Q Thank you.

17 As they sit on the Board, do they  
18 have the same authority as the other Board  
19 members?

20 A Absolutely.

21 Q So it's important for the elected  
22 members to get along with the chairs who are  
23 automatically on the Board of Directors; is that  
24 correct?

25 A I don't see that relationship.

1           Q           How often do the Board of Directors  
2 meet?

3           A           The Board of Directors meet every  
4 two months.

5           Q           And that's according to the bylaws?

6           A           It is.

7           Q           Are there committees within KMSF?

8           A           There are.

9           Q           And those committees are?

10          A           Audit, finance, compliance and  
11 executive.

12          Q           Thank you.

13                      The audit committee does what?

14          A           Audit Committee does a number of  
15 things. They -- they make sure with appropriate  
16 accounting, legal counsel that any reimbursement  
17 submitted to KMSF by its physician members for  
18 reimbursements for meetings attended or supplies  
19 or whatever are reimbursed according to IRS laws  
20 and regulations. And if there's a dispute, they  
21 adjudicate those disputes. They also review in  
22 detail the annual audit that we perform every year  
23 of KMSF finances and functions.

24          Q           Who performs that audit?

25          A           Dean Dorton Allen Ford.

1 Q They've done it for how many years?

2 A Oh, probably six or seven.

3 Q Is there any outside bidding process  
4 to select an auditing firm?

5 A We have absolutely done that in  
6 every case, but then we generally let that on a  
7 five-year basis.

8 Q So I take it from that -- from your  
9 response that Dean Dorton Ford has a five-year  
10 contact -- contract, excuse me, with KMSF?

11 A When we let it, my recollection is  
12 that it was a five-year agreement, but again, it  
13 may have been four. It might have been six. I  
14 don't remember exactly, but it's in that range,  
15 and I don't actually remember what year we let  
16 that contract or what year that contract ends, so  
17 I can't --

18 Q That's okay.

19 Then you mentioned the Compliance  
20 Committee?

21 A Yes.

22 Q And the Compliance Committee does  
23 what?

24 A Compliance looks at the billing  
25 practices of the physicians and hears reports from

1       our compliance folks, asks questions, sort of  
2       monitors to make sure that billing is being done  
3       in a compliant fashion.

4               Q       And then you mentioned the Executive  
5       Committee?

6               A       Correct.

7               Q       And that committee does what?

8               A       That committee is honestly a smaller  
9       group of people that meets and can perform most of  
10      the functions, but not all of the functions, of  
11      the full Board in a more facile manner. They --  
12      pretty much it's the same. I mean, they manage  
13      day to -- they monitor day-to-day management.

14              Q       Who appoints members of the various  
15      committees?

16              A       Most of them are elected.

17              Q       Internally?

18              A       By the Board or -- or internally,  
19      yes. We have a nominating committee, so there are  
20      some appointments to some of the committees. We  
21      have a nominating committee. Officers are  
22      obviously elected in all cases. Members of the  
23      Executive Committee are -- are elected in all  
24      cases.

25              Q       And when these committees meet, are

1 minutes maintained?

2 A Yes, they are.

3 Q Is that true in all instances, that  
4 you're aware of?

5 A That I'm aware of, yes.

6 Q And the offices for KMSF are where?

7 A The offices are Alumni Plaza.

8 Q And how many employees?

9 A 165, 170.

10 Q And as president, your job duties  
11 are?

12 A Well, I guess it's sort of  
13 everything. I mean, it's sort of supervising the  
14 organization. We do have an executive director  
15 who manages the day-to-day affairs and handles  
16 personnel matters and those kinds of things, but I  
17 have a regular presence. I have an office there.  
18 I have a regular presence, and I meet regularly  
19 with the executive director and other directors of  
20 the organization and perform whatever liaison  
21 functions are needed with faculty or  
22 administration or whoever and prepare agendas for  
23 all meetings and I try to attend all meetings. I  
24 chair and lead the Executive Committee and the  
25 full board meetings.

1 Q On an average week, you'd say you're  
2 at the offices of KMSF how often?

3 A I schedule three afternoons a week  
4 there. Sometimes I don't have to go over that  
5 much. So it's, what -- I'd say roughly it's 20 to  
6 25 percent of my time.

7 Q And you mentioned just a moment ago  
8 someone is the executive director?

9 A Correct.

10 Q Is that the proper title?

11 A Yes.

12 Q And who is that?

13 A Carrie Cassis.

14 Q And she came on board when?

15 A July of '15.

16 Q And who hired her?

17 A The Board.

18 Q Did she make an appearance in front  
19 of the entire Board of Directors?

20 A Absolutely.

21 Q And were there minutes taken?

22 A I doubt it.

23 Q And why not?

24 A It was a job interview. I don't  
25 think people think about taking minutes of job

1 interviews.

2 Q Her hiring, was it discussed amongst  
3 the board members?

4 A Yes.

5 Q Were there minutes taken of that?

6 A No.

7 Q Did she submit a resume?

8 A She did.

9 Q Was the resume falsified?

10 A Not to my knowledge.

11 Q If it had been, you would have been  
12 aware of it as president, is that correct, or it  
13 should have been brought to your attention, how is  
14 that?

15 A Well, there's no evidence of any  
16 falsification. I'm not sure how to answer your  
17 question.

18 Q Well, let me back up.  
19 Did she falsify her resume?

20 A Not to my knowledge.

21 Q Who did the due diligence search on  
22 her?

23 A I did some, and our CFO,  
24 Murray Clark, did some.

25 Q And when you say our CFO, is he



1 also --

2 A Now, he's not KMSF's CFO. He's UK  
3 Healthcare's CFO, but he happened to know  
4 personally people she worked directly with and for  
5 at Children's Hospital in Cincinnati, so he was in  
6 a better position to do that than I was.

7 Q Does Murray Clark as CFO for the  
8 University of Kentucky handle matters for KMSF,  
9 and if so, what matters?

10 A No. But KMSF is a support  
11 organization for UK in general and UK Healthcare  
12 specifically. Therefore, we share common  
13 interests. And again in this case, he had direct  
14 personal relationships with people Ms. Cassis had  
15 worked with and was in a better position to vet  
16 her than anyone else.

17 Q Does KMSF supply human resource  
18 resources to the Child Development Center?

19 A Minimally, yes.

20 Q When you say minimally, what  
21 resources?

22 A The only resources that -- that we  
23 provide is some assistance with some facility  
24 matters there.

25 Q And what facility matters?

1           A           Well, if they have an issue with  
2 their plumbing or their hot water heater or things  
3 like that, we might send one of our facilities  
4 people over to evaluate it and help them make sure  
5 that they get the best deal. We don't fix it for  
6 them, but we can hopefully make sure that they  
7 don't get misled or taken advantage of because  
8 they don't have that expertise.

9           Q           Does Kentucky Medical Services  
10 Foundation participate in the hiring of personnel  
11 at the Child Development Center?

12          A           No.

13          Q           During your tenure as president, did  
14 you know Kim Vance?

15          A           I know the name, but I don't know  
16 Kim Vance.

17          Q           General counsel for the University  
18 of Kentucky?

19          A           Didn't know her.

20          Q           Have any interactions whatsoever  
21 with Ms. Vance?

22          A           Not to my knowledge.

23          Q           So I take it when you say not to my  
24 knowledge, the answer is, in fact, no?

25          A           Not to my knowledge. That's what I

1       said it was.

2               Q           Well, let's -- Kentucky Medical  
3       Services Foundation, and I'll show it to you,  
4       entered into a contract with Hazard Cardiology,  
5       did it not?

6               A           I think we entered into a real  
7       estate lease agreement.

8               Q           With Hazard Cardiology?

9               A           Yes.

10              Q           And as a consequence of that lease  
11       arrangement, as you describe it, what, if  
12       anything, did Kentucky Medical Services receive?

13              A           Well, I -- you know, let me say that  
14       I was not, you know, heavily involved in that --  
15       all of those transactions that related -- that  
16       relate to that relationship. But it's my  
17       understanding that the -- at that point the  
18       physicians there at Hazard Cardiology became UK  
19       Healthcare physicians, and as such, we had  
20       responsibility to monitor their billing  
21       activities. And so to that extent, our KMSF  
22       physician billing compliance function would have  
23       been involved.

24              Q           Dr. Randall, I'll mark this as  
25       Plaintiff's Exhibit No. 1 and hand you this copy.

1 Mr. Dadds can have that copy. If you will, just  
2 take a moment to look through it.

3 A All right.

4 Q Thank you.

5 If you need more than a moment, we  
6 can go off the record?

7 A Let's go off the record for a  
8 minute.

9 THE VIDEO TECHNICIAN: We're off the  
10 video.

11 (Off the record.)

12 (ASSET PURCHASE AGREEMENT DATED  
13 11/1/13 WAS MARKED AS PLAINTIFF'S EXHIBIT  
14 NO. 1 FOR PURPOSES OF IDENTIFICATION.)

15 THE VIDEO TECHNICIAN: Back on the  
16 video record.

17 CONTINUED EXAMINATION

18 By Mr. Pafunda:

19 Q Dr. Randall, have you had an  
20 opportunity to review Exhibit No. 1?

21 A I did.

22 Q In sum -- in sum -- in summation,  
23 what is Exhibit No. 1?

24 A It's actually a sale agreement of  
25 supplies and equipment at the -- at Hazard

1           Cardiology/Appalachian Heart Center/Primary Care  
2           Center.

3           Q           Dated November 1st, 2013?

4           A           Well, it looks like it was signed  
5           earlier than that.

6           Q           Uh-huh.

7           A           Signed in August of '13.

8           Q           So the deal was done by August of  
9           2013; is that correct?

10          A           It appears to be.

11          Q           And prior to the deal being reduced  
12          to writing, who effectuated the deal?

13          A           I don't know.

14          Q           Who from KMSF worked with Hazard  
15          Cardiology to come up with this contractual  
16          agreement prior to August of 2013?

17          A           It appears -- it appears that the  
18          executive director at that time, Darrell Griffith  
19          did.

20          Q           All right. Anyone else?

21          A           I don't think so.

22          Q           Did Dr. Michael Karpf have any hand?

23          A           I can't answer that, but he signed  
24          it, so I assume he did, but I don't know.

25          Q           When you say you can't answer that,

1       why can't you answer that if his signature appears  
2       on there?

3               A           Well, it appears that he did, but I  
4       wasn't part of those conversations, so I don't  
5       have personal knowledge.

6               Q           Well, did Dr. Karpf discuss with you  
7       acquiring Hazard Cardiology?

8               A           I don't have any specific  
9       recollection of him discussing that with me.

10              Q           When you say you don't have any  
11       specific recollection of him discussing that with  
12       you, does that mean you can't remember?

13              A           What it means is that I was aware of  
14       discussions going on about a partnership with  
15       Appalachian Heart Center, but I was not personally  
16       involved in those conversations.

17              Q           So, in other words, you did have  
18       discussions with Dr. Karpf, but they were in  
19       general terms?

20              A           Well, again, not one-on-one  
21       conversations with Dr. Karpf. I don't remember  
22       any of those. I was at meetings when the concept  
23       was discussed, but I'm sure -- you know, I can't  
24       tell you who was in the room but it was known that  
25       these conversations were going on, yes.

1           Q           And were minutes maintained of those  
2 meetings?

3           A           I have no idea.

4           Q           But when you say meetings, I'm  
5 taking it that these are internal meetings of  
6 Kentucky Medical Services Foundation; correct?

7           A           No, I don't think they were KMSF  
8 meetings.

9           Q           There were meetings at the  
10 University of Kentucky Healthcare?

11          A           Yes.

12          Q           Do you recall any of the principals  
13 at the University of Kentucky who were at those  
14 meetings?

15          A           I can't remember the meetings well  
16 enough to tell you that.

17          Q           Is this the only practice that has  
18 been purchased during your tenure as president?

19          A           I don't know that. As I said, KMSF  
20 is a support organization for the University of  
21 Kentucky and UK Healthcare, and it's not uncommon  
22 for us to enter into agreements of various sorts  
23 that facilitate the practice of medicine or  
24 facilitate the missions of UK Healthcare or the  
25 University, so.

1           Q           Let's take it one step at a time.  
2                        The mission of UK Healthcare is  
3 what, Dr. Randall?

4           A           Well, it's a part-time mission of  
5 service, education and research.

6           Q           And Kentucky Medical Services  
7 Foundation holds itself out to be a nonprofit  
8 private corporation nonmember 5013-C, does it not?

9           A           It does.

10          Q           And it also holds itself out to be  
11 unaffiliated with the University of Kentucky;  
12 correct?

13          A           It does.

14          Q           And so, No. 1, Kentucky Medical  
15 Services Foundation is beyond the oversight of the  
16 Board of Trustees at the University of Kentucky;  
17 is that correct?

18          A           It is, except to the extent that we  
19 exist, according to our not-for-profit status, our  
20 declarations and our bylaws, we exist to support  
21 the University. So it is totally appropriate that  
22 the University take an interest in and be part of  
23 the conversation about how we can best support  
24 them. But the board members of KMSF act according  
25 to their conscious in terms of how they -- how



1       they vote or how they agree or don't agree  
2       relative to those initiatives.

3               Q           But you would admit that the Board  
4       of Directors also operate not only to their own  
5       conscious, but according to the bylaws of Kentucky  
6       Medical Services Foundation; correct?

7               A           I hope so.

8               Q           And I take it rather than hope, your  
9       answer would be?

10              A           I can't speak for each of them  
11       individually, but the Board understands that its  
12       responsibility is to act according to the bylaws,  
13       and the bylaws make it clear that we are a support  
14       organization for the University.

15              Q           In your opinion, does Kentucky  
16       Medical Services Foundation have any fiduciary  
17       relationship with the physicians at the University  
18       of Kentucky?

19              A           No.

20              Q           And your factual basis for that  
21       opinion is what, Dr. Randall?

22              A           I'm not aware of any bylaws or any  
23       other -- you know, it's not a stock corporation.  
24       Physicians don't own any piece of KMSF stock. Our  
25       not-for-profit purpose is to support the

1 University.

2 Q Is Kentucky Medical Services  
3 Foundation engaged in any business?

4 A Define business.

5 Q What is your understanding of the  
6 word business?

7 A We -- if we buy coffee for the  
8 coffee maker at KMSF, that's business. I mean,  
9 sure, we do that. I'm not -- I don't know what  
10 your question is.

11 Q Does Kentucky Medical Services  
12 Foundation loan money?

13 A It actually does loan money.

14 Q To whom does it loan money?

15 A It -- the only instance of where it  
16 might loan money that I'm aware of is it may loan  
17 money to physicians who are being recruited at the  
18 request of the institution to facilitate their  
19 recruitment, with a clear loan agreement.

20 Q Since you've brought up that  
21 subject, Kentucky Medical Services Foundation  
22 loaning money to physicians for their  
23 recruitment --

24 A Correct.

25 Q -- can such loans be in violation of

1 Stark laws?

2 A I would have to rely on legal  
3 counsel, but we've never had that suggested to us.

4 Q You never had it suggested that  
5 there may be a basis in which Stark laws would be  
6 violated?

7 A Not to my knowledge.

8 Q Let's return to Hazard Cardiology.  
9 Kentucky Medical Services Foundation  
10 provides what service for the University of  
11 Kentucky?

12 A It provides a number of services.  
13 It provides billing and collection services.

14 Q If you don't mind, let's stop right  
15 there. When you say billing and collection  
16 services, describe that please.

17 A So physicians perform services which  
18 are billable. On the UK Healthcare side, those  
19 services are put into the form of codes -- of  
20 billing codes, and then that information is sent  
21 to KMSF. KMSF takes those billing codes and the  
22 billing information that's provided relative to  
23 the service and we submit that to the payor, and  
24 then we monitor the money that comes back from the  
25 payor. Did they pay us too little? Is it an

1 underpayment? Did they pay us too much, has to be  
2 refunded? Did they pay us the right amount? Did  
3 they pay us at all? And we -- and if the money  
4 comes in, then how is the money credited and  
5 posted. So those are -- those are billing and  
6 collection functions that KMSF provides.

7 Q Any other functions?

8 A Well, the compliance function I  
9 already mentioned, was the billing -- was the  
10 codes that were submitted, were they supported by  
11 the documentation. And we provide information  
12 based on those clinical activities to departments  
13 and back to UK to assist with management, so  
14 looking at volumes and trends and those kinds of  
15 things.

16 Q And necessarily with respect to UK  
17 Healthcare is information that's going to be  
18 passed on to the dean as well as the Executive  
19 Vice President of Health Affairs; is that correct?

20 A Well, in -- since I've become  
21 president, I'm not aware of any circumstance where  
22 the executive vice president or the dean has  
23 specifically asked for it. It's much more common  
24 that the chairs or department administrators or UK  
25 Healthcare finance asks for that kind of thing.

1 Q And as president, you recently made  
2 a public statement saying that Dr. Michael Karpf  
3 does not come over to KMSF; is that correct?

4 A That's correct.

5 Q Do you stand by that statement?

6 A Absolutely.

7 Q Did he come over in June of 2014 to  
8 attend a meeting with respect to Hazard  
9 Cardiology?

10 A I don't know.

11 Q Let me run some names by you:  
12 Colleen King, is she with Kentucky Medical  
13 services Foundation?

14 A No.

15 Q Who is she with?

16 A She now works for the University of  
17 Louisville.

18 Q Did she work for Kentucky Medical  
19 Services Foundation?

20 A She did.

21 Q What was her position?

22 A She was director of compliance and  
23 coding education.

24 Q And would you explain on the record  
25 what that entails?

1           A           What I've just described, of making  
2           sure the bills are submitted, and doing audits of  
3           the bills, making sure that the coding levels are  
4           done correctly, making sure the documentation is  
5           appropriate for the bill that was submitted, and  
6           also monitoring individual physician billing  
7           performance and providing individual education to  
8           the physicians, and that could be individual or it  
9           could even be departmental or division or  
10          whatever.

11          Q           And did she perform that service,  
12          internal billing and coding audit, for Hazard  
13          Cardiology back in 2014?

14          A           I don't know if she personally did  
15          it. She was the director, so.

16          Q           She caused it to be done by people  
17          under her supervision?

18          A           I -- I don't know that for sure, but  
19          that would be a logical assumption, but I don't  
20          know that for sure.

21          Q           Did she issue a report with respect  
22          to Hazard Cardiology practice?

23          A           I don't know.

24          Q           Were you in attendance at a meeting  
25          in June of 2014 where she issued a report about

1 the billing and coding practices at Hazard  
2 Cardiology?

3 A I don't know.

4 Q When you say you don't know, are  
5 there records -- would there be records of any  
6 such meeting?

7 A I don't know.

8 Q If there were such an audit meeting  
9 that you were present at, shouldn't there have  
10 been minutes of that meeting?

11 A If it were an official Audit  
12 Committee, yes, there would have been minutes. I  
13 mean, there are all kinds of meetings that happen  
14 for which there are no minutes.

15 Q So Ms. King might be a better  
16 witness on that than you would be; is that  
17 correct?

18 A I can't speak for her.

19 Q Dr. Rick McClure, do you know who he  
20 is?

21 A I do.

22 Q What position, if any, did he hold  
23 with Kentucky Medical Services Foundation?

24 A None.

25 Q Did he go down to Hazard Cardiology

1 practice?

2 A He did.

3 Q What was the -- what was his  
4 function when he went down there? What was he  
5 supposed to do?

6 A Again, I have minimal involvement,  
7 so I really don't know exactly what his function  
8 was.

9 Q But your understanding what his  
10 function?

11 A My understanding is it was more  
12 operational.

13 Q And when you say operation, you're  
14 going to have to break that down for me.

15 A Well, again, this is just my  
16 assumption. I wasn't there, so I don't --

17 Q Well, let's start at the beginning.  
18 Did he go down?

19 A Yes.

20 Q And he went down for how long a  
21 period of time?

22 A I don't know.

23 Q And your understanding of the reason  
24 why he went down or the reasons why he went down?

25 A Well, at UK Healthcare, Rick was --



1 had a lot of knowledge of operations, of how to  
2 operate a cardiology clinic, so I assume that's  
3 what he was doing there, but I don't know that.

4 Q Specialty in the field, did he have  
5 one?

6 A Cardiology.

7 Q Thank you.

8 Dr. Ed Setser, did he go down there?

9 A I don't know. I think he worked and  
10 lived down there, but I've never met Dr. Setser.

11 Q Did Dr. Setser report to you or to  
12 Kentucky Medical Services Foundation that Hazard  
13 Cardiology was engaged in either upcoding or ghost  
14 billing?

15 A He did not report that to me, and I  
16 have no idea if he reported it at all or to whom  
17 he would have reported it.

18 Q If, in fact, he did report it to you  
19 or someone at Kentucky Medical Services  
20 Foundation, would that have been important  
21 information?

22 A Absolutely.

23 Q And would you explain for the record  
24 your understanding of upcoding?

25 A Upcoding refers to a coding for a

1 higher level of service than was actually  
2 provided.

3 Q And ghost billing?

4 A Certain services require the  
5 presence of a physician or a service provider that  
6 is qualified, and if a service was provided  
7 without such a person in place, according to the  
8 billing guidelines, that would be ghost billing.

9 Q Thank you.

10 Upcoding and ghost billing may be  
11 violations of federal law?

12 A I think so.

13 Q And would you explain that for the  
14 record, please?

15 A To the extent that it's a Medicare  
16 bill, Medicare is part of the federal  
17 organization, so I assume that's why it would be a  
18 violation of federal law.

19 Q Stated simply, you would agree with  
20 me that it would be fraud, correct, on the federal  
21 government?

22 A I'm not an attorney. I really can't  
23 pass judgment on what constitutes fraud.

24 Q Well, what's your understanding as  
25 to -- as to the definition of fraud?

1 MR. DADDS: Object to the form.

2 MR. PAFUNDA: Harry, lawyer can  
3 object. I don't believe you can object to  
4 the form. Now, if you want to instruct your  
5 client -- exercise certain privileges,  
6 that's a different matter.

7 Q But your understanding of the term  
8 fraud?

9 A Very primitive.

10 Q Be primitive.

11 A I have no idea if it means --  
12 requires willfulness or not. I don't know. But I  
13 don't know if honest mistakes constitute fraud or  
14 if it has to be a -- a clear misrepresentation  
15 that you knew was a misrepresentation at the time.  
16 I'm just not an expert in that area.

17 Q Who are the principals at Hazard  
18 Cardiology?

19 A I don't know.

20 Q Did you have any discussions with  
21 them --

22 A No.

23 Q -- any of the physicians?

24 No contact whatsoever?

25 A No.

1 Q Do you know if they're under federal  
2 investigation at the present time?

3 A I don't know.

4 Q Have you heard whether they are?

5 A I have not.

6 Q Excuse me. Murray Clark, was he at  
7 a June, 2014 meeting at KMSF wherein it was  
8 discussed the billing and coding requirement for  
9 having -- Hazard Cardiology?

10 A I don't know.

11 Q Were you at that meeting?

12 A I don't think so, but I don't know.  
13 I have no recollection of it.

14 Q And Murray Clark holds what  
15 position, if I haven't already discussed it?

16 A He has -- he no longer has a formal  
17 position, to my knowledge. He's retired.

18 Q He was what?

19 A Chief Financial Officer.

20 Q For whom?

21 A UK Healthcare.

22 Q Did he also assist, and we may have  
23 touched on this earlier, and if we did, I  
24 apologize, did he also assist with financial  
25 matters with Kentucky Medical Services Foundation?

1           A           We definitely included him and  
2           relied on his financial expertise to make sure  
3           that we could do as well as we possibly could in  
4           meeting our purpose, our charitable purpose, and  
5           our purpose according to our bylaws, which is to  
6           support the University of Kentucky, so absolutely.

7           Q           Does Kentucky Medical Services  
8           Foundation lease an airplane?

9           A           It has leased an airplane, yes.

10          Q           When you say has, I take it that  
11          that, in fact, is past tense?

12          A           We have the ability to use an  
13          airplane. I doubt there's one in the air right  
14          now that's being used, but yes, as necessary or as  
15          needed to support the missions of UK Healthcare,  
16          we do lease an airplane on their behalf.

17          Q           Did Dr. Michael Karpf use that  
18          airplane to fly down to Hazard Cardiology to  
19          distribute bonuses?

20          A           I don't know the answer to that.

21          Q           Who would know the answer to that at  
22          Kentucky Medical Services Foundation?

23          A           Well, we would know at Kentucky  
24          Medical Services Foundation where the airplane  
25          flew to. We would know who was on it. We would

1 know when they flew, but we wouldn't know that he  
2 went down there to give out bonuses. I don't know  
3 anybody at KMSF who would know that.

4 Q And I take it the airplane is  
5 maintained at the airport here in Lexington?

6 A I think it's actually maintained at  
7 the airport in Hazard.

8 Q And it has -- you've used the  
9 airplane?

10 A I have.

11 Q And for what purpose or purposes?

12 A The -- I used it on two occasions.  
13 To my recollection one was a trip to Paducah to  
14 meet with cancer doctors at the two hospitals in  
15 Paducah as we were exploring opportunities for  
16 partnerships in oncology. And the other was to  
17 Beckley, West Virginia, and the same was true  
18 there.

19 Q And I take it just from your use and  
20 your position as president, you know that the  
21 airport or logs are maintained separately on  
22 flights and the plane from separate logs from  
23 KMSF?

24 A I don't understand your question.

25 Q Flight logs?

1           A           We maintain those -- we maintain the  
2 records of who was on the plane, when it went,  
3 where it went, what the costs were, what the  
4 purpose was, yes.

5           Q           Have any of those records been  
6 destroyed or modified or altered in any way?

7           A           Not to my knowledge.

8           Q           Do they also maintain records at the  
9 Hazard Airport?

10          A           I don't know that.

11          Q           And if I were to try to locate the  
12 plane, what if -- what identification numbers or  
13 plane identification would I look for?

14          A           I don't know.

15          Q           Who would have that information?

16          A           I assume the company that we  
17 contract with.

18          Q           And that company is?

19          A           I can't tell you the name of it.

20          Q           Because you don't remember it?

21          A           I don't know.

22          Q           Is the plane still being leased?

23          A           I think so.

24          Q           And when did the lease begin?

25          A           I don't know.

1 Q Recently Kentucky Medical Services  
2 Foundation paid back to the federal government  
3 \$4 million?

4 A Uh-huh.

5 Q You have to answer -- I apologize,  
6 but you have to answer yes or no for the record.

7 A That's my understanding, yes.

8 Q And as president, is that, in  
9 fact --

10 A Well, let me say, I don't think that  
11 KMSF paid \$4 million.

12 Q Who paid the 4 million?

13 A I think it was a combination of UK  
14 Healthcare and KMSF.

15 Q Why would UK Healthcare pay it back?

16 A Again, I -- I'm --

17 Q Your understanding.

18 A It's my understanding that the  
19 Hazard Cardiology practice was what is called a  
20 hospital-based practice, and some of the fees and  
21 the revenues -- some of the billings were not  
22 strictly physician billings, that they were  
23 facilities fees or uses of equipment or diagnostic  
24 equipment. Things along those lines. Those  
25 dollars would not have passed to KMSF. They would



1 have been on the UK Healthcare side. So I think  
2 that the only thing that KMSF paid back were the  
3 physician fees that we received.

4 Q And that relates to your earlier  
5 testimony about one of the functions of the  
6 Kentucky Medical Services Foundation as it relates  
7 to UK Healthcare, Kentucky Medical Services  
8 Foundation only collects the physician's billings;  
9 is that correct?

10 A That's correct. Again, there are  
11 some -- some -- some minor exceptions to -- to  
12 that. For example, physician -- the clinical  
13 departments, the physicians may have retail  
14 businesses, such as eyewear, glasses, those kinds  
15 of things, which aren't directly physician  
16 services, but KMSF may agree to do the billing and  
17 collecting, but those dollars then get passed back  
18 to the department to support their physician  
19 efforts.

20 Q I'm correct in stating we can draw a  
21 bright line, hospital fees are strictly collected  
22 by the hospital?

23 A Yes.

24 Q Physician fees, and again, we're  
25 speaking at the University of Kentucky, are

1 collected by Kentucky Medical Services Foundation?

2 A Yes.

3 Q Now, we've touched upon Hazard  
4 Cardiology briefly; are there other private  
5 practices for which Kentucky Medical Services  
6 Foundation collects physician fees?

7 A Again, my understanding is that when  
8 the Hazard Cardiology practice was put together,  
9 it became a UK practice not a private practice.

10 Q Are there other such practices?

11 A There are many situations in which  
12 UK physicians provide services away from the UK  
13 campus.

14 Q Was one of those situations the  
15 Veteran's Administration?

16 A I'm not an expert on the Veteran's  
17 Administration.

18 Q I'm not asking if you're an expert.

19 A All -- I know that there are  
20 contracts in some cases, and in some cases there  
21 are separate agreements with individual  
22 physicians, and sometimes there's what is called  
23 VA eighths that come into the College of Medicine,  
24 so I think there are a number of different  
25 financial arrangements that the VA hospital makes.

1 And I'm -- as I said, I'm not an expert on all of  
2 those.

3 Q Were you aware of the fact that at  
4 some point in time KMSF had to pay back to the  
5 Veteran's Administration \$3 million?

6 A I was aware of that.

7 Q Did that occur during your tenure as  
8 president?

9 A No.

10 Q What is your understanding of what  
11 happened there to cause that to be paid back?

12 A My understanding -- my understanding  
13 is that the VA felt that it was contracting for  
14 specific physician services, and while individual  
15 departments, whether it's otolaryngology or  
16 whatever, might provide those services, they might  
17 provide them with a different physician or -- a  
18 different physician. And the VA felt that the  
19 contract had not been adhered to and made a demand  
20 for payment, after which there was a negotiation  
21 and resulted in this payback.

22 Q And there was a Department of  
23 Justice investigation at the time, was there not?

24 A Yes.

25 Q Were you at the University of

1 Kentucky when this occurred?

2 A I think it happened before I came.  
3 As I came in 2006, I think that's when the  
4 negotiation was being conducted relative to -- to  
5 a payback.

6 Q So your information with respect to  
7 that is tangential at best?

8 A It's hearsay.

9 Q Well, hearsay is fine here today.  
10 We get to gossip.

11 You're familiar with Jamie Tillett?

12 A I am.

13 Q And is Jamie Tillett employed by the  
14 Kentucky Medical Services Foundation?

15 A Yes.

16 Q At the present time?

17 A No.

18 Q Was he fired?

19 A He was.

20 Q What is your understanding of the  
21 reason or reasons why he was fired?

22 A Poor performance.

23 Q What was Jamie's job duties?

24 A Director of Information Technology.

25 Q What did that entail?

1           A           Maintenance of -- of essentially all  
2 of the IT platform at KMSF.

3           Q           Would he have been the hands-on  
4 person with respect to billing activities?

5           A           No. IT should be a support function  
6 for the business side. The business side is the  
7 billing and collecting. He should have been truly  
8 a support function for that.

9           Q           Was he, in fact, a support function  
10 or was he more than that?

11          A           He thought he was more than that,  
12 but --

13          Q           I love the way you just put it.

14          A           But it turns out that he was very  
15 detrimental to the process.

16          Q           And when you say detrimental, I take  
17 it from the tone of your remarks that -- he was  
18 detrimental in what regard or aspects?

19          A           He was detrimental in many aspects.  
20 Relative to the question you asked me, he thought  
21 he knew more about the business than he did, and  
22 he used his -- his control of the IT function to  
23 make it very difficult for our people who were the  
24 experts in that area to do their job effectively.

25          Q           Break that down, will you,

1 specifically for me so that I understand it.

2 MR. BEAUMAN: Object to the form. I  
3 don't -- I didn't understand that question.  
4 Can you restate it?

5 MR. PAFUNDA: I could, but we've got  
6 five minutes left.

7 MR. BEAUMAN: Oh.

8 MR. PAFUNDA: We've only got five  
9 minutes left on the tape, so we'll take a  
10 break at this point, if you don't mind.

11 THE WITNESS: Sure.

12 THE VIDEO TECHNICIAN: Off the  
13 video. The time is 2:25.

14 (Brief recess.)

15 THE VIDEO TECHNICIAN: Back on the  
16 video record. This is Tape No. 2. The time  
17 is 2:33.

18 CONTINUED EXAMINATION

19 By Mr. Pafunda:

20 Q Dr. Randall, prior to the time that  
21 Hazard Cardiology and KMSF entered into the  
22 contract, had there been a due diligence audit of  
23 Hazard Cardiology?

24 A I don't know.

25 Q If there, in fact, had been, who at

1 KMSF would have conducted that?

2 A Again, the KMSF piece of this is  
3 solely to support the University in its efforts to  
4 develop this relationship. We -- we're just there  
5 to support that. We were not part of the due  
6 diligence process, to my knowledge.

7 Q So what you're saying is that it was  
8 the University of Kentucky that did the due  
9 diligence?

10 A I don't know if they did it or not.  
11 I assume they did.

12 Q But you are, in fact, stating that  
13 Kentucky Medical Services Foundation did not?

14 A I don't believe they did.

15 Q Okay.

16 A But again, I'm not the one that  
17 signed the agreement. You probably should ask  
18 Darrell Griffith if he was involved in any due  
19 diligence efforts. I was not.

20 Q As president, if the KMSF had done  
21 due diligence or engaged in those efforts, would  
22 you have been aware of it?

23 A I like to think I would have, but  
24 I -- again, I don't -- I can't say absolutely I  
25 would have been.

1           Q           So the best person to ask would be  
2 Darrell Griffith?

3           A           Probably.

4           Q           His position at KMSF was what, sir?

5           A           Executive director.

6           Q           And the reason he left?

7           A           Well, I think he got a better job  
8 offer at a higher salary, and -- and I think he  
9 probably had some personal unhappiness. He and I  
10 didn't discuss that element.

11          Q           When you say personal unhappiness,  
12 am I correct in taking you at your word that was a  
13 personal matter, not a business matter?

14          A           Again, I haven't had that discussion  
15 with him.

16          Q           Well, what did you mean by personal  
17 unhappiness?

18          A           Well, you have to be able to get  
19 along with the people that you -- you don't have  
20 to be, but ideally you get along with the people  
21 you work with. So is that a personal matter or is  
22 that a business matter? It's sort of both.

23          Q           Now, are you saying that he didn't  
24 get along with some of the people that he worked  
25 with?



1           A           I think that's accurate.

2           Q           Would you explain it in detail, who  
3           didn't he get along with, or the reason or reasons  
4           as you understand it?

5           A           I know that he had some personal  
6           conflicts with Dr. Karpf and Murray Clark. But I  
7           also think that he realized that KMSF itself had  
8           some very difficult issues, and he had been the  
9           executive director for about eight years, and he  
10          probably realized that he was going to -- that  
11          some of that was going to begin to reflect on him.

12          Q           And when you say difficult issues,  
13          what -- what are you speaking of?

14          A           Well, it was a very divided  
15          organization.

16          Q           KMSF?

17          A           Yes.

18          Q           Divided how?

19          A           It was sort of divided between sort  
20          of the IT/HR side and the business side. It was  
21          sort of divided between the support side and the  
22          business side. They were working very poorly  
23          together. It was complicating the operations of  
24          the organization.

25          Q           Support side being?

1 A IT/HR, and to a degree finance.

2 Q All right. Business side being?

3 A Business side being billing,  
4 collecting, compliance.

5 Q And they didn't get along or didn't  
6 work well together for?

7 A All of the above.

8 Q Can you give me some examples,  
9 please?

10 A They just couldn't be in the same  
11 room with each other.

12 Q Any other examples?

13 A That's about as good as it gets.

14 Q Or as bad as it gets?

15 A As bad as it gets.

16 Q How long did that go on?

17 A I don't know how long it had been  
18 going on. When Mr. Griffith left and I had to  
19 step in and manage day-to-day, it was already  
20 going on, tremendous conflicts in the  
21 organization, and -- but I can't tell you how long  
22 it had been going on.

23 Q What did these conflicts arise from?

24 A I'm sure it's very complicated, and  
25 I don't know how much I really can explain it. It

1 really doesn't make a lot of sense, but.

2 Q Go ahead.

3 A But again, I think it was kind of  
4 who was more important.

5 Q Other than being who's more  
6 important, give me some examples.

7 A Well, as I started to say a minute  
8 ago, the IT function seemed to exist to make the  
9 billing and collecting people look bad.

10 Q Explain that to me.

11 A Not doing the work that was needed  
12 on the support side to get the data generated, or  
13 generated accurately. Or as we were in the midst  
14 of installing a new billing platform, which is  
15 Soarian, you know, who -- who got to make  
16 decisions about how that was constructed and --  
17 those are some specific examples.

18 Q With respect to the Soarian billing  
19 system, are those problems still ongoing?

20 A No.

21 Q Have you had to call outside people  
22 to address those problems?

23 A We went through an optimization  
24 phase, which is typical in this, that once you  
25 install a new system, a new platform, there's no

1 way that everything is going to be perfect at  
2 first, and we absolutely did use outside people to  
3 help us work through those as we tried to optimize  
4 the system.

5 Q What firm or firms?

6 A Mostly we -- we bought additional  
7 time from Soarian, but we also used some Deloitte  
8 Resources.

9 Q And Deloitte, is that -- that is a  
10 consulting firm?

11 A It is, I think.

12 Q And they do what?

13 A They do a lot of things.

14 Q Name a few.

15 A Well, I think they -- I'm not -- I'm  
16 not part of Deloitte. I think they have -- they  
17 have a healthcare part. They have a finance part.  
18 They have a revenue cycle part. They have a --  
19 probably a business consulting part. They have  
20 auditing. My daughter used to work for them. She  
21 was in audit.

22 Q As president of Kentucky Medical  
23 Services Foundation, what services do they provide  
24 to Kentucky Medical Services Foundation?

25 A Consulting and remedy management.

1 Q And they consult on what matter or  
2 matters?

3 A Mostly consulting on the revenue  
4 cycle piece.

5 Q How long has Deloitte been in place?

6 A I don't know.

7 Q Approximately?

8 A I -- I -- at KMSF they were part of  
9 the initial Soarian contract. They were -- they  
10 were brought in as a party to assist frankly with  
11 the negotiation of the Soarian contract, which was  
12 probably very helpful in terms of saving money in  
13 that negotiation. And then they were part of the  
14 implementation to bring their revenue cycle people  
15 who had done Soarian implementations or assisted  
16 in Soarian implementations and bring that  
17 knowledge to help make our implementation as good  
18 as it could be.

19 Q Prior to the Soarian situation, had  
20 Kentucky Medical Services employed Deloitte on  
21 other previous occasions?

22 A I don't know.

23 Q If in fact it had, who would have  
24 that information, since you as president do not?

25 A Probably Mr. Griffith, maybe.

1 Q Anyone else?

2 A Maybe the CF -- the CFO,  
3 Katerina Molina might know.

4 Q And Katerina Molina works --  
5 provides what functions as the Chief Financial  
6 Officer?

7 A She -- she provides all of the  
8 functions of, you know, general ledger, cash  
9 posting, some monitoring of leases and contracts.  
10 Those kind of things.

11 Q And in plain language, is she the  
12 one that oversees the flow of money?

13 A She would be the primary person,  
14 yes.

15 Q And Ronda Beck, do you know who she  
16 is?

17 A I think she works on the University  
18 side.

19 Q Do you know what she does, or what's  
20 your understanding of what she does?

21 A I think she's maybe the comptroller.

22 Q Are there utility accounts between  
23 University of Kentucky and Kentucky Medical  
24 Services Foundation?

25 A Are there utility accounts?

1 Q Yes.

2 A I don't know what those are.

3 Q Are there utility enterprise  
4 accounts?

5 A I don't know.

6 Q And I take it from your response,  
7 Katerina Molina would be the person to inquire?

8 A Probably.

9 Q As well as Ronda Beck on the  
10 University side?

11 A I don't know.

12 Q Does Katerina Molina see -- oversee  
13 the flow of funds from Kentucky Medical Services  
14 Foundation to UK Healthcare physicians?

15 A She does -- well, it's -- it's not  
16 to UK Healthcare physicians. It's to the  
17 University.

18 Q Which then distributes the money;  
19 correct?

20 A I assume so. They pay the salaries.

21 Q All right. They pay your salary?

22 A Yeah.

23 (AGREEMENT, UK 203-229, WAS MARKED AS  
24 PLAINTIFF'S EXHIBIT NO. 2 FOR PURPOSES OF  
25 IDENTIFICATION.)

1           Q           I'll show you what has been labeled  
2 as Plaintiff's Exhibit No. 2.

3           A           Yes.

4                   MR. PAFUNDA: I'll hand one to  
5 Mr. Dadds, your attorney, and Mr. Beauman.

6                   MR. BEAUMAN: This is from our  
7 production; right?

8                   MR. PAFUNDA: Of course. It has  
9 your --

10                  MR. BEAUMAN: Bates stamp on it.

11                  MR. PAFUNDA: Bates stamp, but you  
12 haven't seen ours yet; skull and crossbones.

13           A           I'm aware of this document.

14           Q           All right. And if you would, would  
15 you read the first paragraph of that document --  
16 the first paragraph on the first page of that  
17 document into the record?

18           A           "This agreement made and entered  
19 into as of July 1, 2015 by and between the Board  
20 of Trustees of the University of Kentucky, a  
21 statutory body corporate existing pursuant to  
22 Section 164.100 et seq. of the Kentucky Revised  
23 Statutes (hereinafter referred to as the  
24 University) and Kentucky Medical Services  
25 Foundation, Incorporated, a nonstock, nonprofit



1 corporation formed pursuant to Chapter 273 of the  
2 Kentucky Revised Statutes (hereinafter referred to  
3 as Foundation.)"

4 Q And I take it from the date on this  
5 particular document that it's still in effect; is  
6 that correct?

7 A We have extended this document,  
8 yes --

9 Q And you extend --

10 A -- it's still in effect.

11 Q And you extended it by -- you  
12 extended it by what document?

13 A By what what?

14 Q Document. There's a later document;  
15 correct?

16 A There's a later document that says  
17 we extend this -- this document.

18 Q Now, prior to July 1, 2015, was  
19 there a similar document?

20 A Yes.

21 Q And was it year-to-year?

22 A It has been year-to-year, yes.

23 Q And since your beginning tenure as  
24 president, you're aware of those; is that correct?

25 A Yes.

1 THE VIDEO TECHNICIAN: Move that  
2 water bottle. I'm sorry. Thank you.

3 Q If you'll turn to Page 24.

4 A Okay.

5 Q If you'll just take a moment and go  
6 ahead and review that page.

7 Dr. Randall, have you had an  
8 opportunity to review it?

9 A Yes.

10 Q That's under Section 23, which is  
11 labeled on Page 23, correct --

12 A Correct.

13 Q -- "Additional Activities?"

14 What's your understanding as to the  
15 meaning of that particular section of the  
16 contract?

17 MR. BEAUMAN: Object to the form.

18 A It means that we are not going to  
19 compete with UK Healthcare in the provision of  
20 medical services.

21 Q Any other qualifications?

22 MR. BEAUMAN: Same objection.

23 Q Do you see the section that says,  
24 "The Foundation with the prior written approval,"  
25 that sentence?

1           A           Yes.

2           Q           If you would, read that entire  
3 sentence into the record, please.

4           A           "Thus, subject only to the  
5 limitation that the Foundation not engage in the  
6 practice of medicine or duplicate other activities  
7 of the University of Kentucky Medical Center, the  
8 Foundation with the prior written approval of the  
9 Dean of the College of Medicine or the Executive  
10 Vice President for Health Affairs shall be  
11 entitled and is authorized to engage in and pay  
12 for the expenses of business activities of any  
13 and/or all types, (directly or indirectly, as an  
14 owner, investor or through a wholly or partly  
15 owned subsidiary, pursuant to a contract and/or  
16 joint venture and/or any other manner) including  
17 but not limited to the provision of administrative  
18 services, a Management Services Organization, and  
19 other services to individuals and entities within  
20 and/or outside of the plan."

21          Q           Now, it mentions the Dean of the  
22 College of Medicine, which on July 1st, 2015 was  
23 Dr. Fred DeBeer?

24          A           Correct.

25          Q           And he was a voting member of

1 Kentucky Medical Services Foundation?

2 A He was not.

3 Q He is not now; was he then?

4 A No.

5 Q Was he an ex-officio member?

6 A Yes.

7 Q Was Dr. Michael Karpf, the Executive  
8 Vice President for Health Affairs, an ex-officio  
9 member at that time?

10 A I don't think so.

11 Q A voting member?

12 A No.

13 Q A nonmember completely?

14 A No relationship.

15 Q Thank you.

16 If you'll turn to Page 16, and just  
17 take a moment to review that.

18 MR. BEAUMAN: Do you want the letter  
19 C part or all?

20 MR. PAFUNDA: Letter C, please.

21 Thank you, Bryan.

22 Q Have you had an opportunity to  
23 review it?

24 A Getting close.

25 Q Thank you.

1           A           Yes.

2           Q           The letter C part on Page 16  
3 provides that the Kentucky Medical Services  
4 Foundation will furnish the University of Kentucky  
5 audited fi -- financial statements, does it not?

6           A           It does.

7           Q           It also says it will provide the  
8 University of Kentucky all reports from any  
9 outside auditors; correct?

10          A           Yes.

11          Q           And given that Kentucky Medical  
12 Services Foundation takes the position it is not  
13 affiliated with the University, would internal  
14 audits by Kentucky Medical Services Foundation be  
15 included under this section?

16          A           I -- the premise of your questions  
17 we're not associated with the University, it's  
18 important to point out that our charitable purpose  
19 is to support the University.

20          Q           But it's also important, is it not,  
21 to maintain that Kentucky Medical Services  
22 Foundation is unaffiliated with the University;  
23 isn't that true?

24          A           From a legal perspective, according  
25 to the 1982 ruling of the Attorney General, we are

1 unaffiliated from a legal perspective, but our  
2 charitable purpose is to support the University.  
3 The answer to your question is yes, we are happy  
4 for them to see any audited financials or any  
5 other audits of any kind.

6 Q But when you drop back to the 1982  
7 decision by the Attorney General, there's been a  
8 more recent decision, has there not, by the  
9 Attorney General --

10 A There was a recent ruling.

11 Q -- issued on November 6, 2015?

12 A There was such a ruling which has  
13 been appealed.

14 Q With respect to the appeal, who  
15 makes the decision to appeal it?

16 A Board.

17 Q Is that decision contained in any  
18 minutes?

19 A Yes.

20 Q Thank you.

21 Would you give me a copy of those  
22 minutes?

23 A Happy to give you, as far as I'm  
24 concerned.

25 MR. PAFUNDA: Harry?

1 MR. DADDS: That's fine. There may  
2 be a redaction. Parts of it could be  
3 privileged, but you can basically see it.

4 MR. PAFUNDA: Do you want any of  
5 this?

6 MR. BEAUMAN: I would like a copy,  
7 yes, please, sir.

8 MR. PAFUNDA: Bryan, here is one for  
9 you and Harry.

10 (OFFICE OF THE ATTORNEY GENERAL  
11 DOCUMENT, DATED 11/6/15, WAS MARKED AS  
12 PLAINTIFF'S EXHIBIT NO. 3 FOR PURPOSES OF  
13 IDENTIFICATION.)

14 Q I think, Dr. Randall, if you'll leaf  
15 through that, I've highlighted a certain portion.  
16 And, Dr. Randall, if the pages were numbered,  
17 you're on what page, please?

18 A Page 3.

19 Q Thank you.

20 And I have portions highlighted, do  
21 I not?

22 A Yes.

23 Q And would you read those portions  
24 completely, not just -- into the record, please?

25 A "The Foundation is a Kentucky

1 nonstock, nonprofit corporation. At its inception  
2 its purpose was to bill and collect for services  
3 of medical faculty members, manage their practices  
4 and arrange for improved salaries and benefits.

5 In 1976, UK College of Medicine was  
6 having a great deal of trouble attracting and  
7 retaining quality faculty members."

8 Q And the reason it was having trouble  
9 is followed up by the next sentence?

10 A "This was so because the  
11 compensation and benefits were not competitive  
12 with outside practices or many other academic  
13 medical centers."

14 Q And if we go all the way back to the  
15 beginning of your deposition, particularly with  
16 the faculty engagement, 1 percent, is the College  
17 of Medicine having difficulty at the present time  
18 attracting or retaining quality faculty?

19 A I don't think there's a yes-or-no  
20 answer to that question.

21 Q I'll throw this out and see if  
22 you're aware of it. Have -- have 11 physicians  
23 left the Department of Anesthesiology?

24 A I don't know.

25 Q If a department is placed on



1 probation, should that be made public information?

2 MR. BEAUMAN: Object to form.

3 MR. DADDS: Object.

4 Q You can go ahead and answer.

5 A I don't have an opinion. It  
6 probably is public. We actually -- it's got to be  
7 public, because any action that's relative to the  
8 residency program, if that's what you're talking  
9 about, has to be disclosed publicly to the  
10 residents and the faculty, so my guess is it's  
11 public knowledge.

12 Q And likewise to the Academic  
13 Accreditation Association that would place such a  
14 department on probation; correct?

15 A I don't understand -- understand  
16 your question. Departments typically are -- I  
17 mean, I don't know how a department goes on  
18 probation. The residency program may be under  
19 probation.

20 Q Would the residency program on  
21 probation, that should be public information?

22 MR. Dadds: Object to form.

23 Q Go ahead.

24 A I think it's public.

25 Q Thank you.

1                   If a department's residency program  
2 goes on probation, should the chair of that  
3 department be disciplined?

4                   MR. BEAUMAN: Object to the form.

5                   MR. DADDS: Form.

6                   A            It's not my call.

7                   Q            In your opinion?

8                   A            Not my call.

9                   Q            You're not going to answer it no  
10 matter what?

11                  A            That's my opinion, is it's not my  
12 call.

13                  Q            Whose call is it?

14                  A            Presumably the dean.

15                  Q            And would it also be the Executive  
16 Vice President of Health Affairs?

17                  A            I think he would -- or she would  
18 certainly have some influence.

19                  Q            Your understanding of the chain of  
20 command at the University of Kentucky Healthcare  
21 is that the Executive Vice President of Health  
22 Affairs holds the top slot?

23                  A            At UK Healthcare?

24                  Q            Yes.

25                  A            Well, it depends on how you define

1 UK Healthcare.

2 Q Well, let's just take Dr. Michael  
3 Karpf instead of beating around the bush. As  
4 executive director of -- Executive Vice President  
5 of Health Affairs, is he above the dean?

6 A He shares -- my understanding is  
7 that he shares supervisory responsibility with the  
8 provost for the dean, so the dean is a dual --  
9 dual reporting relationship.

10 Q Is the Executive Vice President for  
11 Health Affairs above the Chief Medical Officer?

12 A Yes.

13 Q Let's use the chair as an example.  
14 Is the Executive Vice President for Health Affairs  
15 above say Dr. Wendy Hansen, who is chair of  
16 ob-gyn?

17 A The chairs report to the dean. The  
18 dean has a dual reporting relationship to EVPHA  
19 and the provost.

20 Q Thank you.

21 With respect to Dr. Wendy Hansen,  
22 she's also on the Board of Directors of Kentucky  
23 Medical Services Foundation?

24 A That's correct.

25 Q And she was also a member, was she

1 not, of the Fair Hearing Panel in Dr. Kearney's  
2 hearing?

3 A I don't know.

4 Q Over the last six months a number of  
5 open records requests have been made to the  
6 Kentucky Medical Services Foundation, have they  
7 not?

8 A Yes.

9 Q And who's responsible at Kentucky  
10 Medical Services Foundation for responding to  
11 those open records requests?

12 A We consult with counsel, and  
13 generally speaking, as the bylaws indicate, we --  
14 we want to be as transparent as possible, so we  
15 will provide -- we will respond to open records  
16 requests in most situations. The executive  
17 director is ultimately responsible for working  
18 with the appropriate individuals within the  
19 organization to respond to those requests.

20 Q Who are the people in -- people  
21 inside the organization that respond to those  
22 requests other than legal counsel?

23 A Well, Katerina Molina would be one  
24 if it relates to finances. You know, if it were  
25 an HR, we have an HR director, or whatever --

1           whatever the request, but most of them tend to be  
2           finances or -- or documents.

3           Q           Well, let's -- let's segregate out  
4           documents. Who would be responsible for  
5           responding to document requests?

6           A           Again, it would depend on what part  
7           of the organization. So if it were records -- if  
8           you were going to ask me about the contract for  
9           the plane, you know, we have people in the  
10          purchasing area that would know exactly where that  
11          contract was and they would go get that document.  
12          If it's general ledger, financial issues, then  
13          Katerina is going to pull that information.

14          Q           And if it's HR back say several  
15          years ago, there was a Garland Strang in the  
16          position?

17          A           Garland, yeah.

18          Q           Was he head of HR?

19          A           He was.

20          Q           Was he fired?

21          A           He was.

22          Q           And for what reason or reasons?

23          A           Actually, no, he wasn't fired. He  
24          quit.

25          Q           And what reason did he give or

1 reasons?

2 A He felt -- you know, we hired a new  
3 executive director and -- you know, again, I don't  
4 know about speculation. You know, he -- he was  
5 friends with Mr. Tillett, who you referred to, and  
6 we did fire Mr. Tillett, and I think at that point  
7 he didn't like the way the organization was going,  
8 claimed to develop some health issues and then  
9 just chose not to come back to work.

10 Q I mentioned sometime ago terms such  
11 as upcoding and ghost billing. Have you heard the  
12 term Upjohn investigation?

13 A I have not.

14 Q With respect to Hazard Cardiology,  
15 was any internal investigation conducted? And  
16 when I use the word investigation, I don't mean  
17 billing and coding on it. I mean internal  
18 investigation where employees were interviewed?

19 A I don't know.

20 Q If such had been done, you would  
21 have been aware of it, would you not?

22 A Probably not.

23 Q And why do you say probably not?

24 A Because really this was a UK -- UK  
25 Healthcare initiative. We were just facilitating

1       some portions of the transaction. The -- the  
2       business initiative was a UK Healthcare  
3       initiative.

4               Q       So I take it from your response it  
5       was entirely or almost entirely run by UK  
6       Healthcare; is that correct?

7               A       I believe that's correct.

8               Q       Who were the moving or driving  
9       forces behind that?

10              A       I think initially it was Dr. Karpf.  
11       I think Justin Campbell, who is UK Healthcare  
12       hospital vice president, was very involved. As  
13       you mentioned, Dr. McClure was involved. I don't  
14       know other than them.

15              Q       When you say these people were  
16       involved, I take it that you had interacted with  
17       these people during the course of this; is that  
18       correct?

19              A       Not relative to this, no.

20              Q       Even as -- in your position as  
21       president of KMSF?

22              A       No.

23              Q       I had mentioned to you earlier a  
24       meeting in June of 2014; does the name Janet Craig  
25       ring any bells with you?

1           A           I know she's an attorney. I think I  
2 know when I talked to her one time, but I'm not a  
3 hundred percent sure. Is she in Nashville? Does  
4 she work in Nashville, Tennessee?

5           Q           Here is -- here is a rule.

6           A           I don't get to ask.

7           Q           No, here is a rule. I either get to  
8 tell you or they do, and when I say they, those  
9 little hombres on the other side, but I get to ask  
10 the questions.

11          A           The answer is, I don't know.

12          Q           Kim Vance has been identified as an  
13 attorney from Nashville who was brought on board  
14 as interim general counsel by President Capilouto.  
15 You don't know Kim Vance?

16          A           I had one conversation with an  
17 attorney in Nashville. I don't remember her name.

18          Q           Did that conversation center around  
19 any billing practices at KMSF or purchases of  
20 medical practices?

21                   MR. BEAUMAN: I'm going to object to  
22 that because that very well could be getting  
23 into attorney/client privilege.

24                   MR. PAFUNDA: Well, by God I'll go  
25 there if I can get away with it.



1                   MR. BEAUMAN: I know you will, thus  
2                   my objection.

3                   MR. PAFUNDA: Thank you.

4                   Q           Who paid back the \$4 million, UK or  
5                   KMSF?

6                   A           As I alluded to earlier, it's my  
7                   understanding that both had a portion.

8                   Q           And your understanding of the  
9                   breakout?

10                  A           I don't know.

11                               (PRACTICE AGREEMENT AND ASSIGNMENT  
12                               WAS MARKED AS PLAINTIFF'S EXHIBIT NO. 4 FOR  
13                               PURPOSES OF IDENTIFICATION.)

14                  MR. PAFUNDA: I'll give this to them.  
15                   I'll mark one for you, Dr. Randall. I  
16                   apologize. We'll mark this as Plaintiff's  
17                   Exhibit No. 4.

18                  Q           Here, Dr. Randall, here is the one  
19                   that's marked, if you don't mind.

20                               Have you had an opportunity to  
21                   review the document?

22                  A           Yes. Is it complete? I'm not  
23                   supposed to ask you the questions.

24                  Q           Are you sure you're from North  
25                   Carolina and not New York?

1                   What is the document?

2                   A           It's a Practice Agreement between  
3 the physician and KMSF.

4                   Q           And when you say it's the Practice  
5 Agreement between the physician and KMSF, does the  
6 University of Kentucky also sign off?

7                   A           University of Kentucky. The dean  
8 signs the document as well, yes.

9                   Q           And directing your attention to the  
10 last page. This Practice Agreement is signed off  
11 by whom, and their titles, and who they're with?

12                  A           The dean of the college, Mr. Fred  
13 DeBeer, Dr. Kearney, and Wendy Hansen, who at that  
14 time was secretary of KMSF.

15                  Q           And your understanding is why KMSF  
16 is a party to this particular agreement?

17                  A           Because the physicians are  
18 essentially assigning their clinical income to us  
19 to bill and collect on their behalf.

20                  Q           If you'll direct your attention to  
21 Page 2.

22                  A           Yes.

23                  Q           First question, if you look down at  
24 the lower right-hand corner, it says, "Version  
25 adopted on 4/24/2013"; do you see that?

1           A           I do.

2           Q           I take it that's self-explanatory?

3           A           Yes.

4           Q           If there were any changes made to  
5 the Practice Agreement, those changes were made on  
6 April 24th, 2013?

7           A           I don't know that.

8           Q           That version adopted 4/24 in 2013  
9 would lead one to believe that this version has  
10 been -- was adopted then; correct?

11          A           It would.

12          Q           Thank you.

13                    And if you'll look at Roman Numeral  
14 Paragraph IV, Subsection B, if you would read that  
15 sentence into the record, please.

16          A           "Except only for any amounts or  
17 benefits faculty member may from time to time be  
18 expressly entitled to receive from University  
19 pursuant to a written agreement with University or  
20 pursuant to the departmental plan and except for  
21 any other amounts or benefits University or  
22 Foundation may from time to time actually provide  
23 faculty member for other compensation set in  
24 advance, faculty member shall have no right to or  
25 with respect to either compensation from

1 University or Foundation or any clinical income."

2 Q So I take it from that particular  
3 paragraph, the physician -- once this is executed  
4 by the physician, that physician is surrendering  
5 any and all rights to clinical income; is that  
6 correct?

7 MR. BEAUMAN: Object to the form.

8 A It assigns the clinical income to  
9 KMSF as opposed to the physician receiving it  
10 directly.

11 Q But you see the portion of that  
12 sentence that reads, "Faculty members shall have  
13 no right to"; correct?

14 A Yes.

15 Q In other words, am I correct in  
16 stating that the faculty member surrenders all  
17 right to any income, compensation from University  
18 or the Foundation?

19 A That's not how I read that.

20 Q How do you read it?

21 A I read it as that we have the --  
22 that they are assigning the right to bill and  
23 collect for their services. It is the case that a  
24 substantial portion of the clinical income of the  
25 salary that -- the income that supports the

1 clinician's salary comes from those dollars that  
2 are collected.

3 Q So in your opinion, the physician  
4 still has the right to the income; is that  
5 correct?

6 A They have a right to the income that  
7 they agree to -- the salary that they agree to in  
8 conjunction with their -- with the University.

9 Q And likewise, any bonuses they may  
10 be entitled to; correct?

11 A Yes.

12 Q And the actual money for salaries  
13 and bonuses comes from, and I mean literally,  
14 Kentucky Medical Services Foundation; correct?

15 A Actually with very few exceptions,  
16 the money received by KMSF for clinical activities  
17 do not fully fund faculty salaries or department  
18 benefits.

19 Q But let's just say for the sake of  
20 this discussion, they do in part; is that correct?

21 A They do in part, yes.

22 Q And they're co-mingled with other  
23 monies; is that correct?

24 A Yes, that's correct.

25 Q At KMSF; correct?

1           A           Minimally, but -- now, the -- it --  
2           I don't know that I understand your question. The  
3           clinical income that is generated by the faculty,  
4           after expenses of billing and collecting are  
5           paid, go back to -- to the departments to support  
6           the activities of the departments, and that  
7           includes salaries.

8           Q           Does Kentucky Medical Services  
9           Foundation claim that it has the sole right to use  
10          the monies collected from physicians' billings for  
11          any purpose it may seem deem fit -- that it may  
12          deem fit?

13          A           No.

14          Q           Earlier you mentioned, and we'll  
15          just -- we'll use the public example for the  
16          moment, that Kentucky Medical Services had to pay  
17          a portion of the \$4 million back to the federal  
18          government; correct?

19          A           Yes.

20          Q           Do you have a percentage of that  
21          portion?

22          A           I don't.

23          Q           I'd have to go ask whom, other than  
24          the federal government?

25          A           I don't know.

1           Q           Who would I ask at Kentucky Medical  
2           Services Foundation?

3           A           Katerina Molina.

4           Q           Who would I ask at UK?

5           A           I don't know.

6           Q           Was there a settlement agreement  
7           reached with the federal government with respect  
8           to that payback?

9           A           I don't know.

10          Q           If there was, you as president of  
11          KMSF did not sign off on it?

12          A           I did not.

13          Q           If there was, would that be a public  
14          record?

15          A           I don't know.

16                   MR. BEAUMAN: Object to the form.

17          Q           If there was such a settlement  
18          agreement that Kentucky Medical Services  
19          Foundation was party to with the federal  
20          government on the payback of that \$4 million, that  
21          would be maintained at Kentucky Medical Services  
22          Foundation, would it not, as part of the records?

23          A           I don't know.

24          Q           Your participation in the payback of  
25          that \$4 million was what, Dr. Randall?

1           A           Nothing.

2           Q           No hands-on, no discussion?

3           A           (Witness indicating no.)

4           Q           A fact accomplished without any  
5 input whatsoever from you or any information from  
6 you; is that correct?

7           A           Correct.

8           Q           Anyone at Kentucky Medical Services  
9 Foundation?

10          A           Probably Katerina.

11          Q           Who made the decision to hire the  
12 Washington lawyer?

13          A           I don't know.

14          Q           It wasn't made at the Kentucky  
15 Medical Services Foundation?

16          A           No.

17                        (Letter dated 10/5/15 was marked as  
18 PLAINTIFF'S EXHIBIT NO. 5 FOR PURPOSES OF  
19 IDENTIFICATION.)

20          Q           I'll hand you what's been marked as  
21 Plaintiff's Exhibit No. 5. Just a second. I'll  
22 give you...

23                        If you'll just take a moment to read  
24 this.

25                        MR. PAFUNDA: Easy, Harry, I'm really



1           slow. Unless Kathy is here, I just can't do  
2           this. Put that in order. Harry, I've got  
3           your copy.

4                       (Off the record.)

5           MR. PAFUNDA: Just for the record,  
6           you sent them, one by certified mail, and  
7           one by regular mail. I've got the  
8           envelopes. All right.

9           MR. BEAUMAN: Well, which one do you  
10          want him to have?

11          MR. PAFUNDA: Well, he's got the  
12          October 5th, don't you?

13          THE WITNESS: Yes.

14          MR. PAFUNDA: Don't lose those,  
15          Bryan. All right?

16          MR. BEAUMAN: I'll do my best.

17          MR. DADDS: Is there a quiz?

18          MR. PAFUNDA: Yeah, there is, but  
19          you're -- all right, Harry, you get to  
20          participate.

21          Q           Are you ready, Dr. Randall?

22          A           Sure.

23          Q           On October 5th you wrote to  
24          Dr. Kearney and informed him of what, according to  
25          that letter?

1           A           His appeal rights.

2                   MR. PAFUNDA:   Give it back.

3                   MR. BEAUMAN:   Oh, now you want them  
4           back.   Do you want the 30th or the 28th?

5                   MR. PAFUNDA:   It doesn't matter.

6           We're getting there.   Okay.

7                   Mark this as Plaintiff's Exhibit No.  
8           6.

9                   (LETTER DATED 9/30/15 WAS MARKED AS  
10           PLAINTIFF'S EXHIBIT NO. 6 FOR PURPOSES OF  
11           IDENTIFICATION.)

12           Q           Take a moment and review that.

13                   MR. PAFUNDA:   Give me the other one.

14           Thank you.

15                   MR. BEAUMAN:   You're welcome.

16           A           Okay.

17           Q           And the letter is dated?

18           A           September 30th.

19           Q           And on September 30th, per that  
20           letter, you informed Dr. Kearney of what?

21           A           That he was no longer eligible for  
22           life insurance and long-term disability.

23                   (LETTER DATED 9/28/15 WAS MARKED AS  
24           PLAINTIFF'S EXHIBIT NO. 7 FOR PURPOSES OF  
25           IDENTIFICATION.)

1           Q           I'll hand you what's been marked as  
2 Plaintiff's Exhibit 7, which is September 28th,  
3 and if you'll just take a moment to read that.

4           A           Yes.

5           Q           And that letter informs Dr. Kearney  
6 of what?

7           A           He's no longer eligible for the  
8 tuition support program.

9           Q           And you authored all of the  
10 correspondence we've just labeled; is that  
11 correct?

12          A           With what?

13          Q           You authored the correspondence  
14 we've just labeled in those three exhibits?

15          A           In consultation with counsel.

16          Q           And when you say counsel, I take it  
17 it was Mr. Dadds?

18          A           Most likely.

19          Q           Do you remember?

20          A           I can't say for sure.

21          Q           Let me ask you this: Why did you  
22 have to confer with counsel?

23                       MR. PAFUNDA: I'm not asking him what  
24 he said. I'm asking him why he had to  
25 confer with counsel.

1           A           I guess I didn't have to.

2                   MR. BEAUMAN: Yes, I need to object  
3           to that. What impressions he's having to  
4           seek legal advice are as privileged as what  
5           the advice is itself.

6                   MR. PAFUNDA: I don't necessarily  
7           agree, but are you instructing him not to  
8           answer?

9                   MR. BEAUMAN: I think so, yes.

10                  MR. PAFUNDA: Thank you.

11                  Q           And the basis for denying him these  
12           benefits?

13                  A           We did an analysis, and based on his  
14           loss of clinical privileges and his reassignment  
15           to the dean's office as opposed to a clinical  
16           department, we concluded that his Practice  
17           Agreement was no longer valid and that was a  
18           condition of eligibility.

19                  Q           And on what basis did you formulate  
20           the opinion that he had been reassigned to the  
21           dean's office from the Department of Surgery?

22                  A           I can't tell you specifically. This  
23           was -- this was a common conversation, widely  
24           known in the medical...

25                  Q           Well, wouldn't it be more

1       appropriate to just pick up the phone and ask the  
2       dean if he had been reassigned to the dean's  
3       office?

4               A           I did have a conversation with the  
5       dean.

6               Q           And did the dean tell you that he --  
7       that Dr. Kearney had, in fact, been reassigned to  
8       the dean's office?

9               A           Yes.

10              Q           And if that were not true, you would  
11       agree that then the dean completely mislead you;  
12       is that correct?

13                           MR. BEAUMAN:  Object to the form.

14              A           Again, I don't now how to answer --  
15       answer your question.

16              Q           Let me ask you this:  You then  
17       relied on the information as truthful that was  
18       relayed to you by the dean; is that correct?

19              A           That's correct.

20              Q           Whether the dean misled you or not  
21       at that particular point you did not know; is that  
22       correct?

23              A           Of course not.

24              Q           And if Dr. Kearney had not been  
25       reass -- reassigned to the dean's office, you

1 would have no way of knowing that other than  
2 relying on what the dean told you; is that  
3 correct?

4 A As I said, during this time, this  
5 situation was a common topic of conversation, and  
6 it wouldn't have been only the dean. It would  
7 have been sharing that information.

8 Q Well, who else shared it with you?

9 A I don't know. I mean, it was common  
10 conversation.

11 Q So you based the decision to deny an  
12 individual faculty member who holds a tenured --  
13 no, let me finish -- tenured position benefits  
14 from KMSF based on hearsay?

15 A No, I didn't say that. I said I  
16 confirmed with the dean.

17 Q All right. Thank you.

18 And the fact that you confirmed with  
19 the dean was that Dr. Kearney, according to the  
20 dean, had been reassigned to the dean's office?

21 A Correct.

22 Q If that in fact -- is he still  
23 denied those benefits?

24 A He is not.

25 Q Have they been reinstated?

1           A           They were when he --

2           Q           All right. Let me finish. Well,  
3 you go ahead.

4                   MR. BEAUMAN: Yeah, let him finish  
5 the answer.

6                   MR. PAFUNDA: You see I just said go  
7 ahead and finish. Get off my back. I'll  
8 throw this pen at you.

9           A           Dr. Kearney brought to my attention  
10 that his reassignment to the -- to the dean's  
11 office took more than -- that there were  
12 University processes that needed to be followed.  
13 And again in consultation with counsel, we  
14 concluded that that was probably accurate and we  
15 reinstated his benefits.

16           Q           Do you know how long after this  
17 correspondence his benefits were reinstated?

18           A           Very quickly.

19           Q           Some idea; weeks?

20           A           A week.

21           Q           All right.

22           A           In fact, there were -- there was  
23 never a lapse in his benefits.

24                   MR. PAFUNDA: I'll mark this as  
25 Plaintiff's Exhibit No. 8.

1 (E-MAIL, OPEN RECORDS REQUESTS, WAS  
2 MARKED AS PLAINTIFF'S EXHIBIT NO. 8 FOR  
3 PURPOSES OF IDENTIFICATION.)

4 THE VIDEO TECHNICIAN: We're going  
5 off the video. The time is 3:26.

6 (Brief recess.)

7 THE VIDEO TECHNICIAN: Back on the  
8 video. This is Tape No. 3. The time is  
9 3:28.

10 CONTINUED EXAMINATION

11 By Mr. Pafunda:

12 Q Have you had an opportunity to  
13 review that, Dr. Randall?

14 A Yes.

15 Q And that was an open records request  
16 from Dr. Kearney?

17 A Yes.

18 Q And it lists the items that he  
19 wishes to receive from KMSF per his open records  
20 request; is that correct?

21 A Correct.

22 MR. BEAUMAN: Object to the form.

23 MR. PAFUNDA: What?

24 MR. BEAUMAN: I don't think it's an  
25 open records request. It's a request for



1 documents.

2 Q The lawyer for the University is  
3 being -- it's a request for documents, is it not?

4 A It is.

5 Q And I think you mentioned earlier  
6 that it doesn't have to be an open records  
7 request, does it?

8 A That's correct.

9 Q That KMSF has a policy with respect  
10 to document requests that it holds itself out to  
11 be transparent; is that true?

12 A When appropriate, yes.

13 Q You've added that caveat, when  
14 appropriate. As you look down this list of items  
15 that Dr. Kearney has asked for, are there items on  
16 here that are inappropriate?

17 A That would be based on consultations  
18 with counsel.

19 Q But you as the president, do you  
20 have an opinion yourself that there are items  
21 listed here that are inappropriate?

22 A I do.

23 Q And please go ahead and identify  
24 those items.

25 A If KMSF enters into an agreement in

1 good faith with confidentiality clauses that  
2 prohibit disclosure of that agreement, we consider  
3 it inappropriate for us to share those documents  
4 after we've entered into that agreement in good  
5 faith.

6 Auditing functions, the whole  
7 purpose of the internal auditing would be  
8 destroyed if those kinds of audits became public  
9 record. I have consulted with the chief of  
10 compliance for all of UK, and he says there's  
11 nowhere in the country where coding documentation  
12 audits are done internally are provided as a  
13 matter of open record.

14 Q Now, when you say you consulted with  
15 the compliance officer at UK, that's Brett Short?

16 A Yes.

17 Q And did you consult with him with  
18 respect to this request from Dr. Kearney?

19 A No.

20 Q That was just in general --

21 A Yes.

22 Q -- as to what we will make and what  
23 we will not make available to Paul?

24 A Yes.

25 Q Does Dr. Kearney even know -- well,

1 let me break it down.

2 KMSF is a nonmember -- nonmember,  
3 nonprofit; correct?

4 A Yes.

5 Q So does Dr. Kearney have the right  
6 to come over and look at the books?

7 A We would decide that on a  
8 case-by-case basis.

9 Q Right now your decision would be?

10 A I don't know. We'd have to consult  
11 with counsel.

12 Q Did someone from KMSF respond to  
13 this?

14 A Yes.

15 Q And who was that?

16 A I don't remember.

17 Q If I read -- read to you from the  
18 response, see if this rings a bell, "publicly  
19 available information," does that identify the  
20 person or person that responded to this?

21 A It doesn't.

22 Q But your answer to me is that the  
23 response comes from someone employed by Kentucky  
24 Medical Services Foundation; is that correct?

25 A I would say it's a team effort.

1 Q Is there anybody on the team from  
2 UK?

3 A We do consult...

4 PAUL KEARNEY: If you guys need to  
5 talk, go outside.

6 MR. PAFUNDA: No, we'll go outside.  
7 Or we'll go -- all right. We will take a  
8 break. We'll go out.

9 THE VIDEO TECHNICIAN: Going off the  
10 video.

11 (Brief recess.)

12 THE VIDEO TECHNICIAN: Back on the  
13 video record.

14 CONTINUED EXAMINATION

15 By Mr. Pafunda:

16 Q Dr. Randall, in terms of the  
17 benefits that KMSF was providing to Dr. Kearney,  
18 some of those benefits still aren't being paid,  
19 say professional fees; is that correct?

20 A Those are not paid -- those are  
21 really departmental benefits that are processed  
22 through KMSF, so that's a departmental issue.

23 Q So when you say it's a departmental  
24 issue, KMSF is not cutting those benefits off, the  
25 Department of Surgery is?

1           A           Correct.

2           Q           And that would be true also of  
3 expenses to go to seminars, so on and so forth --

4           A           Right.

5           Q           -- is that correct?

6           A           That's correct.

7           Q           And those benefits, even though  
8 they're departmental payments, can add up to  
9 thousands of dollars; is that correct?

10          A           They can.

11          Q           And to retrace some of what we've  
12 said today, though, the money comes from KMSF and  
13 it is passed through the departments for  
14 distribution?

15          A           To reiterate what I said earlier,  
16 with only one exception I'm aware of, there's no  
17 clinical department that pays its entire budget  
18 with clinical dollars that flow through KMSF. So  
19 there is -- there are other sources of income, so  
20 it's not quite correct what you said.

21          Q           But for the most part it's correct?

22          A           I think that will vary depending on  
23 the department.

24                            (AMENDED AND RESTATED ARTICLES OF  
25 INCORPORATION OF BEYOND BLUE CORPORATION

1 WAS MARKED AS PLAINTIFF'S EXHIBIT NO. 9 FOR  
2 PURPOSES OF IDENTIFICATION.)

3 Q I'll hand you what I've marked as  
4 Plaintiff's Exhibit 9, but I'm not going to give  
5 the lawyers a copy of this because I'm just going  
6 to ask you to look at it briefly.

7 MR. BEAUMAN: What is it?

8 MR. PAFUNDA: Beyond Blue  
9 Corporation. He may not even know.

10 PAUL KEARNEY: Harry may.

11 MR. PAFUNDA: But I'm not taking  
12 Harry's deposition. Okay. We'll schedule  
13 it.

14 PAUL KEARNEY: Or we can have a drink  
15 with Harry and ask him about it.

16 Q Dr. Randall, have you had an  
17 opportunity to review those Articles of  
18 Incorporation?

19 A Very briefly.

20 Q And they're Articles of  
21 Incorporation of Beyond Blue Corporation; correct?

22 A Correct.

23 Q Are you familiar with that  
24 corporation?

25 A Only in terms of hearsay.

1 Q And what have you heard?

2 A That it was a corporation that was  
3 created as UK Healthcare was looking to provide  
4 services in states out -- other than Kentucky.

5 Q And what -- if such services were  
6 provided to states other than Kentucky, would  
7 KMSF, Kentucky Medical Services Foundation, be  
8 part of that?

9 A Probably, but I don't -- I'm not  
10 speculative. I don't really know.

11 Q But if KMSF were to be part of such  
12 a scene with an out-of-state medical provider,  
13 what would KMSF do?

14 A It would do what it does, which  
15 would be to provide billing and collecting  
16 services for the clinical -- physician clinical  
17 piece.

18 Q Thank you.

19 Have you had any discussions with  
20 anyone who's an officer of Beyond Blue Corporation  
21 as to its function?

22 A No.

23 Q And when you say hearsay, from whom  
24 did you hear about it?

25 A Probably in -- I mean, in various

1 forums where information is shared with chairs or  
2 other leaders in the organization.

3 Q That's a pretty general,  
4 hard-hitting, broad generalization. Can you be --

5 A It's the best I can do. I can't  
6 tell you specifically which meeting I heard about  
7 Beyond Blue.

8 Q Or any individuals?

9 A I think the only person I heard talk  
10 about Beyond Blue was Dr. Karpf.

11 Q All right. Thank you.

12 And the context of that  
13 conversation?

14 A Was about what I described, the  
15 expansion of UK Healthcare clinical services  
16 outside of Kentucky.

17 Q Was that discussion held directly  
18 with you with Dr. Karpf?

19 A No.

20 Q Do you recall the setting?

21 A I don't.

22 (MEDICAL STAFF EXECUTIVE COMMITTEE  
23 MINUTES, DATED 2/5/15, WAS MARKED AS  
24 PLAINTIFF'S EXHIBIT NO. 10 FOR PURPOSES OF  
25 IDENTIFICATION.)



1 Q I'll hand you what I've marked as  
2 Plaintiff's Exhibit No. 10 and just --

3 (Off the record.)

4 MR. BEAUMAN: What all do you want?  
5 Do you want the amended or the original or  
6 all four copies?

7 MR. PAFUNDA: Yeah, I do. You know,  
8 it's the briefest question I've asked all  
9 day long and you've got to muddle it.

10 Q I'm going to just concentrate your  
11 attention at the very top, Dr. Randall, so it's  
12 not necessary for you to read the whole thing.

13 The title of this document is  
14 "Medical Staff Executive Committee, February 5,  
15 2015, 5 p.m."; correct?

16 A Correct.

17 Q And it shows the voting members  
18 present at that meeting, do -- does it not?

19 A It does.

20 Q And if you would, from the voting  
21 members present, identify who, if anybody, is also  
22 on the Board of Directors at KMSF?

23 A As of today or as of --

24 Q As of then.

25 A -- this date?

1 Q For example, Andy Pearson is on --

2 A Yes.

3 Q He was on the Board of Directors?

4 A Was on the Board of Directors.

5 Q Is he on as of this date?

6 A He is.

7 Q Thank you.

8 Any more --

9 A Scott Stevens, Louis Bezold,  
10 Darrell Jennings, Roger Humphries -- you mean on  
11 the Board, not officers?

12 Q On the Board.

13 A On the Board. Elizabeth Oates,  
14 Roger Humphries, Susan McDowell, Darrell Jennings,  
15 Andy Pearson, Scott Stevens, Louis Bezold.

16 Q And when we say on the Board, it  
17 might have gotten lost, but on the Board of KMSF;  
18 correct?

19 A Yes.

20 Q Thank you.

21 Now, are there also officers?

22 A There are officers.

23 Q And please identify those, if you  
24 will.

25 A Andy Pearson was -- there -- none of

1 those were officers at the time.

2 Q All right.

3 And if you'll look down, you have  
4 Dean DeBeer?

5 A Yes.

6 Q And his position with KMSF?

7 A Ex-officio member of the Board.

8 Q Does Cliff Iler provide legal advice  
9 to the KMSF board?

10 A Only in the situations where there's  
11 a common interest and we wish to possibly exert a  
12 common privilege.

13 Q And can you give me an example?

14 MR. BEAUMAN: I don't think he can.

15 MR. PAFUNDA: I don't think he can  
16 either.

17 MR. BEAUMAN: So objection.

18 Q Dr. Randall, if you'll give me just  
19 a few minutes to confer with my client, we may  
20 have wrapped this thing up.

21 THE VIDEO TECHNICIAN: We're going  
22 off the video. The time is 3:47.

23 (Brief recess.)

24 THE VIDEO TECHNICIAN: Back on the  
25 video record.

1 MR. PAFUNDA: Thank you.

2 CONTINUED EXAMINATION

3 By Mr. Pafunda:

4 Q Did KMSF loan money to the Child  
5 Development Center?

6 A No.

7 Q Did it loan \$5 million dollars to  
8 the Child Development Center?

9 A No.

10 Q Is there an arrangement with the  
11 Child Development Center whereby \$5 million was  
12 passed over to the Child Development Center from  
13 KMSF?

14 A No.

15 Q Is there a business relationship  
16 with the Child Development Center, and if so,  
17 what's the nature of it?

18 A The funds flowed from the dean's --

19 Q Enrichment fund?

20 A The dean's enrichment fund.

21 Q Thank you.

22 A So those are not KMSF funds at that  
23 point. They're the dean's funds to use according  
24 to the dean's prerogative. So the relationship  
25 with the Child -- the funding for the Child

1 Development Center is from the dean's fund. Those  
2 are not from KMSF general funds.

3 Q If I may interrupt you, the dean's  
4 enrichment fund, is that the correct title?

5 A I think so. I have to look.

6 Q But we're talking about the same  
7 thing?

8 A Yes.

9 Q And the dean's enrichment fund is  
10 funded by dollars from KMSF, is it not?

11 A It is.

12 Q Thank you.

13 Coldstream, business relationship  
14 with Coldstream?

15 A What about it?

16 Q Does KMSF have a business  
17 relationship with Coldstream?

18 A I don't -- I don't know.

19 Q What relationship, if any, does the  
20 KMSF, Kentucky Medical Services Foundation, have  
21 with Coldstream?

22 A I don't think we have any business  
23 relationship with Coldstream directly. There are  
24 some consulting agreements that we entered into as  
25 the University was trying to make whatever

1 decisions it thought was in its best interest, and  
2 some of those agreements were entered into by  
3 KMSF.

4 Q Now, when you say consulting  
5 agreements, is that with a firm such as Deloitte?

6 A I don't know the names of the firms.  
7 I don't think it was Deloitte.

8 Q But what you're expressing today is  
9 with respect to Coldstream, the only connection  
10 that Kentucky Medical Services Foundation has is  
11 that it may have -- no, that it did, in fact, pay  
12 consulting firms?

13 A That's the only I'm aware of. If  
14 there are others, I'm not aware of it.

15 Q What -- how did Coldstream -- who  
16 rents out the properties at Coldstream? KMSF or  
17 the University of Kentucky, who rents out the  
18 properties?

19 A I don't know.

20 Q If KMSF does, you would know that?

21 A I might not know it.

22 Q And tell me why you may not know  
23 that.

24 A There are many real estate  
25 agreements, some of them predate me, and even ones

1 that -- that might have happened under my tenure,  
2 I don't have an encyclopedic memory of every  
3 single one of those agreements, so I might not  
4 know.

5 Q And who's the custodian of the  
6 agreements at KMSF?

7 A Well, we -- again, it could be one  
8 of several people.

9 Q Go ahead, their names?

10 A Katerina Molina would be one.  
11 Trish Michalski would be another. There's some  
12 other people, I don't even know their names, that  
13 work in those areas, that work in the real estate  
14 area. Chin Yang, some Chinese name. I don't even  
15 know if I said it right or even have it right.  
16 There are a number of people in the organization,  
17 and there are agreements that are to the benefit  
18 of the University of Kentucky who -- that we might  
19 not actually keep. We may rely on the University  
20 of Kentucky to -- to maintain those agreements.

21 Q What relationship, if any, does  
22 Kentucky Medical Services Foundation have with  
23 Eastern State Hospital?

24 A I don't really know that either.

25 Q What consulting firms are employed

1 by Kentucky Medical Services Foundation, other  
2 than Deloitte?

3 A I don't know.

4 Q I had asked you earlier, just a  
5 moment ago, about the Child Development Center,  
6 have knowledge of the \$5 million loan to that  
7 center?

8 A There was no \$5 million loan to that  
9 center.

10 Q Was there a loan?

11 A There was not a loan directly from  
12 KMSF, no.

13 Q It's your position it was from the  
14 dean's enrichment fund; is that correct?

15 A Correct.

16 Q Was KMSF party to that agreement?

17 A Yes, we were.

18 Q And when you and I say party, am I  
19 correct in stating it's like Dr. Kearney's  
20 contract where UK signed off on it, KMSF signed  
21 off on it, and the Child Development Center signed  
22 off on it?

23 A I'd have to go back and look at the  
24 agreement.

25 Q Is there a copy of that agreement



1 maintained at Kentucky Medical Services  
2 Foundation?

3 A I don't know the answer to that.

4 Q Did you know prior to today that  
5 Dr. Kearney had reported that Dr. Karpf mismanaged  
6 funds at the Kentucky Medical Services Foundation?

7 MR. BEAUMAN: Object to the form.

8 Q Go ahead.

9 A That's what I read in the newspaper.

10 Q Prior -- so that was your first --  
11 that was the first time you learned of it?

12 A The only other way I would have  
13 learned of it would have been the general  
14 scuttlebutt at the -- on the campus that I alluded  
15 to earlier.

16 Q Did you learn from general  
17 scuttlebutt that he had made such a disclosure or  
18 report?

19 MR. BEAUMAN: Object to the form.

20 A I can't say. I don't know.

21 Q The present position, to sum it up,  
22 of Kentucky Medical Services Foundation is to  
23 maintain that it's not subject to open records  
24 requests; is that true?

25 A That's correct.

1           Q           Kentucky Medical Services  
2           Foundation, with respect to open records requests,  
3           will voluntarily be transparent, depending on the  
4           subject matter of the request; is that correct?

5                       MR. BEAUMAN: Object to the form.

6           A           Depending on a number of factors,  
7           not just the subject matter. The correct answer  
8           is yes, we try to be as transparent as we possibly  
9           can.

10          Q           And what are some of the other  
11          factors?

12          A           Attorney/client privilege.

13          Q           Work product?

14          A           Attorney/client work product,  
15          federal law that governs release of educational  
16          records, scholarship information, those kinds of  
17          things, HIPAA, patient privacy. Those kinds  
18          things.

19          Q           You first came to the University of  
20          Kentucky as a chairperson in 2006, did you say?

21          A           That's correct.

22          Q           At that time, did you as department  
23          chair receive information from KMSF as to its  
24          activities?

25          A           Yes.

1           Q           All right. And would you describe  
2 for the record what information you would receive,  
3 and in what form, and how often?

4           A           As a chair, I received financial  
5 information relative to the department, billing,  
6 collecting, denials of claims, accounts  
7 receivable, aged accounts, those kind of things,  
8 received -- received that and continue to receive  
9 that on a monthly basis.

10          Q           And as chair, would your faculty in  
11 your department also receive information from  
12 KMSF?

13          A           The information that they would  
14 receive would be the results of billing audits  
15 that were being done relative to their performance  
16 in that area.

17          Q           And when I say that, back in 2006  
18 that would be independent of the information you  
19 received; correct?

20          A           Correct. Although I do share  
21 probably on an annual basis with the faculty that  
22 are --

23          Q           No, I'm not talking about whether  
24 you shared. I mean KMSF would mail to or cause to  
25 be communicated to faculty members information

1 about KMSF activities?

2 A Some KMSF activities, yes.

3 Q All right. Thank you.

4 And would your clinical physicians  
5 in your department in 2006, say 2007, 2008, would  
6 they receive, what, bonus checks from KMSF?

7 A No.

8 Q Why did KMSF lease the airplane?

9 A To further the missions and  
10 activities of the University of Kentucky, and  
11 specifically UK Healthcare.

12 Q Is there an individual who primarily  
13 uses that airplane?

14 A I think it's a broad spectrum of  
15 individuals that use the airplane.

16 Q My question, though is, who  
17 primarily out of the broad spectrum of  
18 individuals?

19 A Dr. Karpf would be the primary  
20 person, yes.

21 Q And likewise, do you still stand by  
22 your public statement that Dr. Karpf never comes  
23 over to KMSF?

24 A I do not -- I've never seen him at a  
25 Board meeting.

1 Q All right. That's not my question.

2 A I've never seen him on our campus,  
3 to my knowledge. Does that mean -- to my  
4 recollection. Does that mean he didn't come over  
5 and go to some meetings, he possibly did. I have  
6 no recollection. I can say that if he came over  
7 there, it's an unusual event.

8 Q Do you as president of KMSF go to  
9 his office in your capacity as president of KMSF?

10 A Yes, sometimes.

11 Q To conduct business on behalf of  
12 KMSF?

13 A To advise him regarding the issues  
14 and -- that are common which are -- you know, we  
15 exist to support the University and UK Healthcare,  
16 so we discuss how we can best do that.

17 Q Well, if your statement is true that  
18 Dr. Karpf doesn't come to KMSF board meetings and  
19 et cetera, then the flip is true, is it not, that  
20 if there's business that needs to be discussed  
21 with the Executive Vice President of Health  
22 Affairs, you or someone on your behalf will go to  
23 Dr. Karpf to discuss it; is that correct?

24 A That's true. That's true.

25 MR. PAFUNDA: Five minutes and then

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

we'll be done. We just need a break.

MR. BEAUMAN: Okay.

MR. PAFUNDA: Thank you. Very polite  
of you.

THE VIDEO TECHNICIAN: Going off the  
video.

(Off the record.)

MR. PAFUNDA: We're done. Thank you.

\* \* \* \* \*

THEREUPON, the taking of the  
deposition of MARCUS RANDALL, M.D., was  
concluded at 4:05 p.m.

\* \* \* \* \*

1 STATE OF KENTUCKY )

2 COUNTY OF PENDLETON )

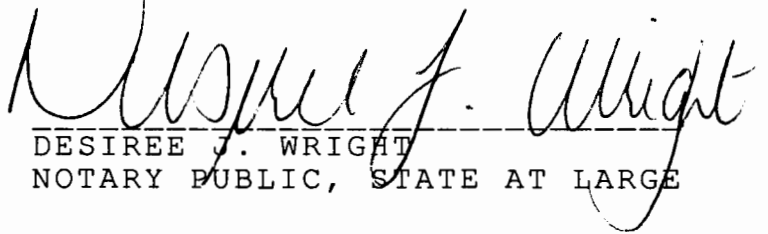
3

4 I, DESIREE J. WRIGHT, the undersigned  
 5 Notary Public in and for the State of Kentucky at  
 6 Large, certify that the facts stated in the  
 7 caption hereto are true; that at the time and  
 8 place stated in said caption, the witness named in  
 9 the caption hereto personally appeared before me,  
 10 and that after being by me duly sworn, was  
 11 examined by counsel for the parties; that said  
 12 testimony was taken down in stenotype by me and  
 13 later reduced to computer transcription by me and  
 14 the foregoing is a true and accurate record of the  
 15 testimony given by said witness.

16 No party to said action nor counsel for  
 17 said parties requested in writing that said  
 18 deposition be signed by the testifying witness.

19 My commission expires: September 11,  
 20 2018.

21 IN TESTIMONY WHEREOF, I have hereunto set  
 22 my hand and seal of office on this the 19th day of  
 23 August, 2016.

24   
 25 DESIREE J. WRIGHT  
 NOTARY PUBLIC, STATE AT LARGE

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

29:7

' 15 [ 1 ] - 23:15

**1**

1 [ 10 ] - 3:11, 12:21, 27:25, 28:14, 28:20, 28:23,  
32:14, 64:19, 65:18, 72:16  
10 [ 2 ] - 104:24, 105:2  
10/5/15 [ 2 ] - 3:16, 88:17  
101 [ 1 ] - 3:21  
104 [ 1 ] - 3:23  
11 [ 3 ] - 6:20, 72:22, 119:19  
11/1/13 [ 1 ] - 28:13  
11/6/15 [ 1 ] - 71:11  
119 [ 1 ] - 3:6  
15 - CI - 551 [ 1 ] - 1:2  
1500 [ 2 ] - 1:15, 2:9  
16 [ 2 ] - 68:16, 69:2  
164.100 [ 1 ] - 64:22  
165 [ 1 ] - 22:9  
17 [ 1 ] - 17:19  
170 [ 1 ] - 22:9  
175 [ 1 ] - 2:4  
18 [ 1 ] - 17:19  
1976 [ 1 ] - 72:5  
1982 [ 2 ] - 69:25, 70:6  
1986 [ 1 ] - 6:14  
19th [ 1 ] - 119:22  
1:27 [ 1 ] - 4:13  
1:30 [ 1 ] - 1:17  
1st [ 3 ] - 11:7, 29:3, 67:22

**2**

2 [ 5 ] - 3:12, 54:16, 63:24, 64:2, 82:21  
2/5/15 [ 2 ] - 3:24, 104:23  
20 [ 1 ] - 23:5  
2006 [ 5 ] - 7:5, 52:3, 114:20, 115:17, 116:5  
2007 [ 1 ] - 116:5  
2008 [ 1 ] - 116:5  
2012 [ 2 ] - 16:16, 16:21  
2013 [ 5 ] - 29:3, 29:9, 29:16, 83:6, 83:8  
2014 [ 5 ] - 37:7, 38:13, 38:25, 44:7, 79:24  
2015 [ 8 ] - 10:12, 10:18, 11:3, 64:19, 65:18,  
67:22, 70:11, 105:15  
2016 [ 3 ] - 1:16, 4:12, 119:23  
2018 [ 1 ] - 119:20  
203 - 229 [ 1 ] - 63:23  
2100 [ 1 ] - 2:13  
23 [ 2 ] - 66:10, 66:11



1       **24** [ 1 ] - 66:3  
       **24 t h** [ 1 ] - 83:6  
 2       **25** [ 1 ] - 23:6  
       **27** [ 2 ] - 1:16, 4:12  
 3       **273** [ 1 ] - 65:1  
       **28** [ 1 ] - 3:11  
 4       **28 t h** [ 2 ] - 90:4, 91:2  
       **2:25** [ 1 ] - 54:13  
 5       **2:33** [ 1 ] - 54:17

**3**

7       **3** [ 5 ] - 3:13, 51:5, 71:12, 71:18, 96:8  
       **300** [ 1 ] - 2:13  
 8       **30 t h** [ 3 ] - 90:4, 90:18, 90:19  
       **333** [ 3 ] - 1:15, 2:9, 4:6  
 9       **3:26** [ 1 ] - 96:5  
 10       **3:28** [ 1 ] - 96:9  
       **3:47** [ 1 ] - 107:22

**4**

12       **4** [ 10 ] - 3:15, 48:3, 48:11, 48:12, 81:4, 81:12,  
       81:17, 86:17, 87:20, 87:25  
 13       **4-5** [ 1 ] - 3:3  
       **4/24** [ 1 ] - 83:8  
 14       **4/24/2013** [ 1 ] - 82:25  
       **40507** [ 3 ] - 2:5, 2:9, 2:14  
 15       **4:05** [ 1 ] - 118:12

**5**

17       **5** [ 9 ] - 3:16, 88:18, 88:21, 105:14, 105:15, 108:7,  
       108:11, 112:6, 112:8  
 18       **5-118** [ 1 ] - 3:5  
       **5013-C** [ 1 ] - 32:8  
 19       **5 t h** [ 7 ] - 10:24, 10:25, 11:1, 11:2, 89:12, 89:23

**6**

21       **6** [ 4 ] - 3:17, 70:11, 90:8, 90:10  
       **600** [ 1 ] - 2:4  
 22       **63** [ 1 ] - 3:12

**7**

24       **7** [ 3 ] - 3:18, 90:24, 91:2  
       **7/1/15** [ 1 ] - 3:12  
 25       **71** [ 1 ] - 3:13

## 8

8 [ 3 ] - 3 : 19 , 95 : 25 , 96 : 2  
 81 [ 1 ] - 3 : 15  
 88 [ 1 ] - 3 : 16

## 9

9 [ 3 ] - 3 : 21 , 102 : 1 , 102 : 4  
 9 / 28 / 15 [ 2 ] - 3 : 18 , 90 : 23  
 9 / 30 / 15 [ 2 ] - 3 : 17 , 90 : 9  
 90 [ 4 ] - 3 : 17 , 3 : 18 , 14 : 11 , 14 : 12  
 96 [ 1 ] - 3 : 19

## A

ability [ 1 ] - 45 : 12  
 able [ 1 ] - 56 : 18  
 above-captioned [ 1 ] - 1 : 21  
 absolutely [ 9 ] - 11 : 23 , 18 : 20 , 20 : 5 , 23 : 20 , 37 : 6 ,  
 41 : 22 , 45 : 6 , 55 : 24 , 60 : 2  
 academic [ 1 ] - 72 : 12  
 Academic [ 1 ] - 73 : 12  
 accomplished [ 1 ] - 88 : 4  
 according [ 13 ] - 17 : 4 , 19 : 5 , 19 : 19 , 32 : 19 , 32 : 24 ,  
 33 : 5 , 33 : 12 , 42 : 7 , 45 : 5 , 69 : 24 , 89 : 24 , 94 : 19 ,  
 108 : 23  
 accounting [ 1 ] - 19 : 16  
 accounts [ 5 ] - 62 : 22 , 62 : 25 , 63 : 4 , 115 : 6 , 115 : 7  
 Accreditation [ 1 ] - 73 : 13  
 accurate [ 3 ] - 57 : 1 , 95 : 14 , 119 : 14  
 accurately [ 1 ] - 59 : 13  
 acquiring [ 1 ] - 30 : 7  
 act [ 2 ] - 32 : 24 , 33 : 12  
 action [ 3 ] - 1 : 21 , 73 : 7 , 119 : 16  
 ACTION [ 1 ] - 1 : 2  
 activities [ 11 ] - 27 : 21 , 36 : 12 , 53 : 4 , 67 : 6 , 67 : 12 ,  
 85 : 16 , 86 : 6 , 114 : 24 , 116 : 1 , 116 : 2 , 116 : 10  
 Activities [ 1 ] - 66 : 13  
 actual [ 1 ] - 85 : 12  
 add [ 1 ] - 101 : 8  
 added [ 1 ] - 97 : 13  
 Additional [ 1 ] - 66 : 13  
 additional [ 1 ] - 60 : 6  
 address [ 1 ] - 59 : 22  
 adhered [ 1 ] - 51 : 19  
 adjective [ 1 ] - 9 : 19  
 adjudicate [ 1 ] - 19 : 21  
 Administration [ 3 ] - 50 : 15 , 50 : 17 , 51 : 5

1        **administration** [ 2 ] - 9: 6, 22: 22  
 2        **administrative** [ 3 ] - 11: 17, 15: 6, 67: 17  
 3        **administrators** [ 1 ] - 36: 24  
 4        **admit** [ 1 ] - 33: 3  
 5        **adopted** [ 3 ] - 82: 25, 83: 8, 83: 10  
 6        **advance** [ 1 ] - 83: 24  
 7        **advantage** [ 1 ] - 26: 7  
 8        **adversely** [ 1 ] - 12: 23  
 9        **advice** [ 3 ] - 92: 4, 92: 5, 107: 8  
 10       **advise** [ 1 ] - 117: 13  
 11       **Affairs** [ 9 ] - 36: 19, 67: 10, 68: 8, 74: 16, 74: 22,  
 12       75: 5, 75: 11, 75: 14, 117: 22  
 13       **affairs** [ 1 ] - 22: 15  
 14       **affiliated** [ 1 ] - 69: 13  
 15       **afternoons** [ 1 ] - 23: 3  
 16       **aged** [ 1 ] - 115: 7  
 17       **agendas** [ 1 ] - 22: 22  
 18       **ago** [ 5 ] - 23: 7, 59: 8, 77: 15, 78: 10, 112: 5  
 19       **agree** [ 11 ] - 12: 6, 12: 12, 13: 5, 33: 1, 42: 19,  
 20       49: 16, 85: 7, 92: 7, 93: 11  
 21       **agreement** [ 18 ] - 18: 2, 20: 12, 27: 7, 28: 24, 29: 16,  
 22       34: 19, 55: 17, 64: 18, 82: 16, 83: 19, 87: 6, 87: 18,  
 23       97: 25, 98: 2, 98: 4, 112: 16, 112: 24, 112: 25  
 24       **AGREEMENT** [ 3 ] - 28: 12, 63: 23, 81: 11  
 25       **Agreement** [ 8 ] - 3: 11, 3: 12, 3: 15, 82: 2, 82: 5,  
 26       82: 10, 83: 5, 92: 17  
 27       **agreements** [ 10 ] - 31: 22, 50: 21, 109: 24, 110: 2,  
 28       110: 5, 110: 25, 111: 3, 111: 6, 111: 17, 111: 20  
 29       **ahead** [ 10 ] - 16: 5, 59: 2, 66: 6, 73: 4, 73: 23, 95: 3,  
 30       95: 7, 97: 23, 111: 9, 113: 8  
 31       **air** [ 1 ] - 45: 13  
 32       **airplane** [ 11 ] - 45: 8, 45: 9, 45: 13, 45: 16, 45: 18,  
 33       45: 24, 46: 4, 46: 9, 116: 8, 116: 13, 116: 15  
 34       **Airport** [ 1 ] - 47: 9  
 35       **airport** [ 3 ] - 46: 5, 46: 7, 46: 21  
 36       **Allen** [ 1 ] - 19: 25  
 37       **allow** [ 1 ] - 17: 8  
 38       **alluded** [ 2 ] - 81: 6, 113: 14  
 39       **almost** [ 3 ] - 12: 7, 14: 6, 79: 5  
 40       **ALSO** [ 1 ] - 2: 17  
 41       **altered** [ 1 ] - 47: 6  
 42       **Alumni** [ 1 ] - 22: 7  
 43       **amended** [ 1 ] - 105: 5  
 44       **Amended** [ 1 ] - 3: 21  
 45       **AMENDED** [ 1 ] - 101: 24  
 46       **amount** [ 1 ] - 36: 2  
 47       **amounts** [ 2 ] - 83: 16, 83: 21  
 48       **analysis** [ 1 ] - 92: 13  
 49       **AND** [ 2 ] - 81: 11, 101: 24  
 50       **Andy** [ 2 ] - 106: 1, 106: 15

1        **andy** [ 1 ] - 106:25  
 2        **Anesthesiology** [ 1 ] - 72:23  
 3        **Ann** [ 2 ] - 2:18, 4:2  
 4        **annual** [ 2 ] - 19:22, 115:21  
 5        **answer** [ 23 ] - 16:19, 24:16, 26:24, 29:23, 29:25,  
 6        30:1, 33:9, 45:20, 45:21, 48:5, 48:6, 70:3, 72:20,  
 7        73:4, 74:9, 80:11, 92:8, 93:14, 93:15, 95:5,  
 8        99:22, 113:3, 114:7  
 9        **apologize** [ 4 ] - 9:10, 44:24, 48:5, 81:16  
 10       **Appalachian** [ 1 ] - 30:15  
 11       **appeal** [ 3 ] - 70:14, 70:15, 90:1  
 12       **appealed** [ 1 ] - 70:13  
 13       **appearance** [ 1 ] - 23:18  
 14       **APPEARANCES** [ 1 ] - 2:1  
 15       **appeared** [ 1 ] - 119:9  
 16       **applicable** [ 1 ] - 14:7  
 17       **appoint** [ 1 ] - 17:8  
 18       **appointed** [ 1 ] - 17:11  
 19       **appointments** [ 1 ] - 21:20  
 20       **appoints** [ 1 ] - 21:14  
 21       **appropriate** [ 7 ] - 19:15, 32:21, 38:5, 76:18, 93:1,  
 22       97:12, 97:14  
 23       **approval** [ 2 ] - 66:24, 67:8  
 24       **approved** [ 1 ] - 15:7  
 25       **approximate** [ 1 ] - 1:17  
 26       **April** [ 1 ] - 83:6  
 27       **area** [ 5 ] - 43:16, 53:24, 77:10, 111:14, 115:16  
 28       **areas** [ 2 ] - 16:7, 111:13  
 29       **arise** [ 1 ] - 58:23  
 30       **arrange** [ 1 ] - 72:4  
 31       **arrangement** [ 2 ] - 27:11, 108:10  
 32       **arrangements** [ 1 ] - 50:25  
 33       **ARTICLES** [ 1 ] - 101:24  
 34       **Articles** [ 3 ] - 3:21, 102:17, 102:20  
 35       **AS** [ 10 ] - 28:13, 63:23, 71:11, 81:12, 88:17, 90:9,  
 36       90:23, 96:2, 102:1, 104:23  
 37       **ascribed** [ 2 ] - 10:20, 10:23  
 38       **aspects** [ 3 ] - 15:6, 53:18, 53:19  
 39       **Asset** [ 1 ] - 3:11  
 40       **ASSET** [ 1 ] - 28:12  
 41       **assigning** [ 2 ] - 82:18, 84:22  
 42       **Assignment** [ 1 ] - 3:15  
 43       **ASSIGNMENT** [ 1 ] - 81:11  
 44       **assigns** [ 1 ] - 84:8  
 45       **assist** [ 4 ] - 36:13, 44:22, 44:24, 61:10  
 46       **assistance** [ 1 ] - 25:23  
 47       **assisted** [ 1 ] - 61:15  
 48       **associated** [ 1 ] - 69:17  
 49       **Association** [ 1 ] - 73:13  
 50       **assume** [ 6 ] - 29:24, 41:2, 42:17, 47:16, 55:11,

1       63:20  
 2       **assumption** [2] - 38:19, 40:16  
 3       **AT** [1] - 119:25  
 4       **at-large** [1] - 17:20  
 5       **attend** [2] - 22:23, 37:8  
 6       **attendance** [1] - 38:24  
 7       **attended** [1] - 19:18  
 8       **attention** [5] - 24:13, 82:9, 82:20, 95:9, 105:11  
 9       **Attorney** [4] - 3:13, 69:25, 70:7, 70:9  
 10       **attorney** [5] - 42:22, 64:5, 80:1, 80:13, 80:17  
 11       **ATTORNEY** [1] - 71:10  
 12       **attorney/client** [3] - 80:23, 114:12, 114:14  
 13       **ATTORNEYS** [3] - 2:6, 2:10, 2:15  
 14       **attracting** [2] - 72:6, 72:18  
 15       **audit** [8] - 19:10, 19:13, 19:22, 19:24, 38:12,  
 16       39:8, 54:22, 60:21  
 17       **Audit** [2] - 19:14, 39:11  
 18       **audited** [2] - 69:5, 70:4  
 19       **auditing** [4] - 20:4, 60:20, 98:6, 98:7  
 20       **auditors** [1] - 69:9  
 21       **audits** [6] - 38:2, 69:14, 70:5, 98:8, 98:12,  
 22       115:14  
 23       **August** [4] - 29:7, 29:8, 29:16, 119:23  
 24       **authored** [2] - 91:9, 91:13  
 25       **authority** [1] - 18:18  
       **authorized** [1] - 67:11  
       **automatically** [1] - 18:23  
       **available** [2] - 98:23, 99:19  
       **average** [1] - 23:1  
       **aware** [18] - 15:21, 22:4, 22:5, 24:12, 30:13,  
       33:22, 34:16, 36:21, 51:3, 51:6, 55:22, 64:13,  
       65:24, 72:22, 78:21, 101:16, 110:13, 110:14

---

**B**


---

18       **bad** [4] - 12:17, 58:14, 58:15, 59:9  
 19       **bar** [2] - 13:14, 13:17  
 20       **Barker** [1] - 1:14  
 21       **base** [2] - 14:18, 14:21  
 22       **based** [7] - 14:14, 36:12, 48:20, 92:13, 94:11,  
 23       94:14, 97:17  
 24       **basis** [8] - 20:7, 33:20, 35:5, 92:11, 92:19, 99:8,  
 25       115:9, 115:21  
       **Bates** [2] - 64:10, 64:11  
       **beating** [1] - 75:3  
       **BEAUMAN** [33] - 4:18, 54:2, 54:7, 64:6, 64:10,  
       66:17, 66:22, 68:18, 71:6, 73:2, 74:4, 80:21,  
       81:1, 84:7, 87:16, 89:9, 89:16, 90:3, 90:15, 92:2,  
       92:9, 93:13, 95:4, 96:22, 96:24, 102:7, 105:4,  
       107:14, 107:17, 113:7, 113:19, 114:5, 118:2

1 **Beauman** [ 3 ] - 2: 8, 4: 18, 64: 5  
 2 **became** [ 4 ] - 8: 12, 27: 18, 50: 9, 98: 8  
 3 **Beck** [ 2 ] - 62: 15, 63: 9  
 4 **Beckley** [ 1 ] - 46: 17  
 5 **become** [ 3 ] - 12: 2, 12: 9, 36: 20  
 6 **begin** [ 2 ] - 47: 24, 57: 11  
 7 **beginning** [ 3 ] - 40: 17, 65: 23, 72: 15  
 8 **behalf** [ 9 ] - 1: 20, 4: 17, 4: 20, 5: 4, 5: 5, 45: 16,  
 9 82: 19, 117: 11, 117: 22  
 10 **BEHALF** [ 1 ] - 1: 4  
 11 **behind** [ 1 ] - 79: 9  
 12 **bell** [ 1 ] - 99: 18  
 13 **bells** [ 1 ] - 79: 25  
 14 **benchmark** [ 1 ] - 14: 24  
 15 **benefit** [ 1 ] - 111: 17  
 16 **benefits** [ 16 ] - 72: 4, 72: 11, 83: 17, 83: 21, 85: 18,  
 17 92: 12, 94: 13, 94: 23, 95: 15, 95: 17, 95: 23, 100: 17,  
 18 100: 18, 100: 21, 100: 24, 101: 7  
 19 **Bernard** [ 2 ] - 2: 3, 4: 16  
 20 **best** [ 9 ] - 13: 3, 26: 5, 32: 23, 52: 7, 56: 1, 89: 16,  
 21 104: 5, 110: 1, 117: 16  
 22 **better** [ 4 ] - 25: 6, 25: 15, 39: 15, 56: 7  
 23 **between** [ 7 ] - 9: 5, 57: 19, 57: 21, 62: 22, 64: 19,  
 24 82: 2, 82: 5  
 25 **Beyond** [ 5 ] - 3: 22, 102: 21, 103: 20, 104: 7, 104: 10  
**BEYOND** [ 1 ] - 101: 25  
**beyond** [ 2 ] - 32: 15, 102: 8  
**Bezold** [ 2 ] - 106: 9, 106: 15  
**blidding** [ 1 ] - 20: 3  
**bill** [ 5 ] - 38: 5, 42: 16, 72: 2, 82: 19, 84: 22  
**billable** [ 1 ] - 35: 18  
**billing** [ 34 ] - 20: 24, 21: 2, 27: 20, 27: 22, 35: 13,  
 35: 15, 35: 20, 35: 21, 35: 22, 36: 5, 36: 9, 38: 6,  
 38: 12, 39: 1, 41: 14, 42: 3, 42: 8, 42: 10, 44: 8,  
 49: 16, 53: 4, 53: 7, 58: 3, 59: 9, 59: 14, 59: 18,  
 78: 11, 78: 17, 80: 19, 86: 4, 103: 15, 115: 5, 115: 14  
**billings** [ 4 ] - 48: 21, 48: 22, 49: 8, 86: 10  
**bilis** [ 2 ] - 38: 2, 38: 3  
**bit** [ 1 ] - 16: 5  
**Blue** [ 6 ] - 3: 22, 102: 8, 102: 21, 103: 20, 104: 7,  
 104: 10  
**BLUE** [ 1 ] - 101: 25  
**board** [ 11 ] - 16: 6, 16: 8, 17: 17, 22: 25, 23: 14,  
 24: 3, 32: 24, 70: 16, 80: 13, 107: 9, 117: 18  
**Board** [ 29 ] - 17: 7, 17: 15, 17: 16, 18: 13, 18: 17,  
 18: 18, 18: 23, 19: 1, 19: 3, 21: 11, 21: 18, 23: 17,  
 23: 19, 32: 16, 33: 3, 33: 11, 64: 19, 75: 22, 105: 22,  
 106: 3, 106: 4, 106: 11, 106: 12, 106: 13, 106: 16,  
 106: 17, 107: 7, 116: 25  
**body** [ 1 ] - 64: 21

1       **bonus** [ 1 ] - 116: 6  
 2       **bonuses** [ 4 ] - 45: 19, 46: 2, 85: 9, 85: 13  
 3       **books** [ 1 ] - 99: 6  
 4       **bottle** [ 1 ] - 66: 2  
 5       **bottom** [ 2 ] - 11: 1, 11: 2  
 6       **bought** [ 1 ] - 60: 6  
 7       **break** [ 7 ] - 9: 20, 40: 14, 53: 25, 54: 10, 99: 1,  
 8       100: 8, 118: 1  
 9       **breakout** [ 1 ] - 81: 9  
 10       **Brett** [ 1 ] - 98: 15  
 11       **brick** [ 1 ] - 8: 23  
 12       **Brief** [ 3 ] - 96: 6, 100: 11, 107: 23  
 13       **brief** [ 1 ] - 54: 14  
 14       **briefest** [ 1 ] - 105: 8  
 15       **briefly** [ 4 ] - 7: 7, 50: 4, 102: 6, 102: 19  
 16       **bright** [ 1 ] - 49: 21  
 17       **bring** [ 4 ] - 5: 23, 5: 25, 61: 14, 61: 16  
 18       **broad** [ 3 ] - 104: 4, 116: 14, 116: 17  
 19       **brought** [ 5 ] - 24: 13, 34: 20, 61: 10, 80: 13, 95: 9  
 20       **Bryan** [ 5 ] - 2: 8, 4: 18, 68: 21, 71: 8, 89: 15  
 21       **budget** [ 1 ] - 101: 17  
 22       **budgets** [ 1 ] - 15: 7  
 23       **bulk** [ 1 ] - 14: 19  
 24       **bush** [ 1 ] - 75: 3  
 25       **business** [ 22 ] - 34: 3, 34: 4, 34: 6, 34: 8, 53: 6,  
 53: 21, 56: 13, 56: 22, 57: 20, 57: 22, 58: 2, 58: 3,  
 60: 19, 67: 12, 79: 2, 108: 15, 109: 13, 109: 16,  
 109: 22, 117: 11, 117: 20  
**businesses** [ 1 ] - 49: 14  
**buy** [ 1 ] - 34: 7  
**BY** [ 1 ] - 1: 4  
**bylaws** [ 12 ] - 17: 5, 17: 7, 17: 10, 17: 14, 19: 5,  
 32: 20, 33: 5, 33: 12, 33: 13, 33: 22, 45: 5, 76: 13

## C

19       **Campbell** [ 1 ] - 79: 11  
 20       **campus** [ 3 ] - 50: 13, 113: 14, 117: 2  
 21       **cancer** [ 2 ] - 6: 21, 46: 14  
 22       **cannot** [ 1 ] - 13: 9  
 23       **capacity** [ 2 ] - 5: 11, 117: 9  
 24       **Capilouto** [ 1 ] - 80: 14  
 25       **caption** [ 3 ] - 119: 7, 119: 8, 119: 9  
       **captioned** [ 1 ] - 1: 21  
       **Cardiology** [ 21 ] - 27: 4, 27: 8, 27: 18, 29: 15, 30: 7,  
       35: 8, 37: 9, 38: 13, 38: 22, 39: 2, 39: 25, 41: 13,  
       43: 18, 44: 9, 45: 18, 48: 19, 50: 4, 50: 8, 54: 21,  
       54: 23, 78: 14  
       **cardiology** [ 2 ] - 41: 2, 41: 6  
       **Cardiology/Appalachian** [ 1 ] - 29: 1

1     **care** [ 3 ] - 12:24, 13:1, 13:16  
       **Care** [ 1 ] - 29:1  
 2     **Carolina** [ 5 ] - 6:5, 6:9, 6:21, 7:9, 81:25  
       **Carrie** [ 1 ] - 23:13  
 3     **case** [ 7 ] - 14:19, 18:2, 20:6, 25:13, 84:23, 99:8  
       **case-by-case** [ 1 ] - 99:8  
 4     **cases** [ 4 ] - 21:22, 21:24, 50:20  
       **cash** [ 1 ] - 62:8  
 5     **Cassia** [ 2 ] - 23:13, 25:14  
       **caused** [ 1 ] - 38:16  
 6     **caveat** [ 1 ] - 97:13  
       **Center** [ 14 ] - 8:10, 25:18, 26:11, 29:2, 30:15,  
 7     67:7, 108:5, 108:8, 108:11, 108:12, 108:16, 109:1,  
       112:5, 112:21  
 8     **center** [ 4 ] - 6:22, 80:18, 112:7, 112:9  
       **Center/Primary** [ 1 ] - 29:1  
 9     **centers** [ 1 ] - 72:13  
 10    **certain** [ 4 ] - 8:22, 42:4, 43:5, 71:15  
       **certainly** [ 2 ] - 13:9, 74:18  
       **CERTIFICATE** [ 1 ] - 3:6  
 11    **certified** [ 4 ] - 4:2, 16:6, 16:8, 89:6  
       **Certified** [ 1 ] - 2:18  
 12    **certify** [ 1 ] - 119:6  
       **cetera** [ 1 ] - 117:19  
 13    **CF** [ 1 ] - 62:2  
       **CFO** [ 6 ] - 24:23, 24:25, 25:2, 25:3, 25:7, 62:2  
 14    **chain** [ 1 ] - 74:19  
       **chair** [ 14 ] - 6:18, 6:24, 7:1, 9:4, 9:7, 9:9,  
 15    16:11, 22:24, 74:2, 75:13, 75:15, 114:23, 115:4,  
       115:10  
 16    **chaired** [ 1 ] - 7:11  
       **chairperson** [ 1 ] - 114:20  
 17    **chairs** [ 6 ] - 15:3, 17:18, 18:22, 36:24, 75:17,  
       104:1  
 18    **change** [ 2 ] - 17:7, 17:14  
       **changed** [ 1 ] - 17:10  
 19    **changes** [ 3 ] - 11:17, 83:4, 83:5  
       **Chapel** [ 2 ] - 6:5, 6:9  
 20    **Chapter** [ 1 ] - 65:1  
       **characterize** [ 1 ] - 8:14  
 21    **charitable** [ 3 ] - 45:4, 69:18, 70:2  
       **checks** [ 1 ] - 116:6  
 22    **Chief** [ 2 ] - 62:5, 75:11  
       **chief** [ 2 ] - 44:19, 98:9  
 23    **Child** [ 11 ] - 25:18, 26:11, 108:4, 108:8, 108:11,  
       108:12, 108:16, 108:25, 112:5, 112:21  
 24    **Children's** [ 1 ] - 25:5  
       **Chin** [ 1 ] - 111:14  
 25    **Chinese** [ 1 ] - 111:14  
       **chose** [ 1 ] - 78:9



1      **Cincinnati** [1] - 25:5  
 2      **Circuit** [1] - 4:9  
 3      **CIRCUIT** [1] - 1:1  
 4      **circumstance** [1] - 36:21  
 5      **Civil** [1] - 1:22  
 6      **CIVIL** [1] - 1:2  
 7      **claim** [1] - 86:9  
 8      **claimed** [1] - 78:8  
 9      **claims** [1] - 115:6  
 10     **Clark** [5] - 24:24, 25:7, 44:6, 44:14, 57:6  
 11     **clauses** [1] - 98:1  
 12     **clear** [4] - 12:5, 33:13, 34:19, 43:14  
 13     **client** [2] - 43:5, 107:19  
 14     **Cliff** [1] - 107:8  
 15     **clinic** [1] - 41:2  
 16     **clinical** [19] - 14:7, 17:19, 36:12, 49:12, 82:18,  
 17     84:1, 84:5, 84:8, 84:24, 85:16, 86:3, 92:14,  
 18     92:15, 101:17, 101:18, 103:16, 104:15, 116:4  
 19     **clinician** [1] - 18:1  
 20     **clinician's** [1] - 85:1  
 21     **clinicians** [1] - 13:20  
 22     **close** [1] - 68:24  
 23     **co** [1] - 85:22  
 24     **co-mingled** [1] - 85:22  
 25     **codes** [4] - 35:19, 35:20, 35:21, 36:10  
 26     **coding** [8] - 37:23, 38:3, 38:12, 39:1, 41:25,  
 27     44:8, 78:17, 98:11  
 28     **coffee** [2] - 34:7, 34:8  
 29     **Coldstream** [8] - 109:13, 109:14, 109:17, 109:21,  
 30     109:23, 110:9, 110:15, 110:16  
 31     **collect** [3] - 72:2, 82:19, 84:23  
 32     **collected** [4] - 49:21, 50:1, 85:2, 86:10  
 33     **collecting** [7] - 49:17, 53:7, 58:4, 59:9, 86:4,  
 34     103:15, 115:6  
 35     **collection** [3] - 35:13, 35:15, 36:6  
 36     **collects** [2] - 49:8, 50:6  
 37     **Colleen** [1] - 37:12  
 38     **college** [3] - 6:4, 17:6, 82:12  
 39     **College** [5] - 50:23, 67:9, 67:22, 72:5, 72:16  
 40     **COLLOQUY** [1] - 3:3  
 41     **combination** [2] - 8:6, 48:13  
 42     **command** [1] - 74:20  
 43     **commencing** [1] - 1:16  
 44     **commission** [1] - 119:19  
 45     **commitments** [3] - 7:21, 7:22, 8:8  
 46     **COMMITTEE** [1] - 104:22  
 47     **committee** [13] - 7:11, 15:17, 15:19, 15:20, 15:21,  
 48     15:22, 15:23, 16:1, 19:13, 21:7, 21:8, 21:19,  
 49     21:21  
 50     **Committee** [9] - 3:23, 19:14, 20:20, 20:22, 21:5,

1 21:23, 22:24, 39:12, 105:14  
 2 **committees** [5] - 19:7, 19:9, 21:15, 21:20, 21:25  
 3 **commodities** [2] - 12:2, 12:7  
 4 **common** [9] - 12:11, 25:12, 36:23, 92:23, 94:5,  
 5 94:9, 107:11, 107:12, 117:14  
 6 **COMMONWEALTH** [1] - 1:1  
 7 **communicated** [1] - 115:25  
 8 **community** [1] - 17:22  
 9 **company** [2] - 47:16, 47:18  
 10 **compensation** [10] - 14:14, 14:20, 15:17, 15:20,  
 11 15:22, 15:24, 72:11, 83:23, 83:25, 84:17  
 12 **compete** [1] - 66:19  
 13 **competitive** [1] - 72:11  
 14 **complete** [1] - 81:22  
 15 **completed** [1] - 6:13  
 16 **completely** [3] - 68:13, 71:24, 93:11  
 17 **Compliance** [2] - 20:19, 20:22  
 18 **compliance** [9] - 19:10, 20:24, 21:1, 27:22, 36:8,  
 19 37:22, 58:4, 98:10, 98:15  
 20 **compliant** [1] - 21:3  
 21 **complicated** [1] - 58:24  
 22 **complicating** [1] - 57:23  
 23 **comprised** [1] - 17:18  
 24 **comprises** [1] - 17:17  
 25 **comptroller** [1] - 62:21  
**computer** [1] - 119:13  
**concentrate** [1] - 105:10  
**concept** [1] - 30:22  
**concerned** [1] - 70:24  
**concluded** [3] - 92:16, 95:14, 118:12  
**condition** [1] - 92:18  
**conduct** [1] - 117:11  
**conducted** [3] - 52:4, 55:1, 78:15  
**confer** [3] - 91:22, 91:25, 107:19  
**confidentiality** [1] - 98:1  
**confirmed** [2] - 94:16, 94:18  
**conflicts** [3] - 57:6, 58:20, 58:23  
**conjunction** [1] - 85:8  
**connection** [1] - 110:9  
**conscious** [2] - 32:25, 33:5  
**consequence** [1] - 27:10  
**consider** [1] - 98:2  
**constitute** [1] - 43:13  
**constitutes** [1] - 42:23  
**constructed** [1] - 59:16  
**consult** [4] - 61:1, 76:12, 98:17, 99:10  
**consult..** [1] - 100:3  
**consultation** [2] - 91:15, 95:13  
**consultations** [1] - 97:17  
**consulted** [2] - 98:9, 98:14

1     **consulting** [ 8 ] - 60:10, 60:19, 60:25, 61:3,  
2     109:24, 110:4, 110:12, 111:25  
3     **contact** [ 2 ] - 20:10, 43:24  
4     **contacted** [ 2 ] - 7:13, 8:7  
5     **contained** [ 1 ] - 70:17  
6     **context** [ 1 ] - 104:12  
7     **continue** [ 1 ] - 115:8  
8     **continued** [ 1 ] - 13:15  
9     **CONTINUED** [ 5 ] - 28:17, 54:18, 96:10, 100:14, 108:2  
10    **contract** [ 14 ] - 20:10, 20:16, 27:4, 47:17, 51:19,  
11    54:22, 61:9, 61:11, 66:16, 67:15, 77:8, 77:11,  
12    112:20  
13    **contracting** [ 1 ] - 51:13  
14    **contracts** [ 2 ] - 50:20, 62:9  
15    **contractual** [ 1 ] - 29:15  
16    **control** [ 1 ] - 53:22  
17    **conversation** [ 8 ] - 32:23, 80:16, 80:18, 92:23,  
18    93:4, 94:5, 94:10, 104:13  
19    **conversations** [ 4 ] - 30:4, 30:16, 30:21, 30:25  
20    **copies** [ 1 ] - 105:6  
21    **copy** [ 7 ] - 27:25, 28:1, 70:21, 71:6, 89:3, 102:5,  
22    112:25  
23    **corner** [ 1 ] - 82:24  
24    **corporate** [ 1 ] - 64:21  
25    **CORPORATION** [ 1 ] - 101:25  
26    **Corporation** [ 4 ] - 3:22, 102:9, 102:21, 103:20  
27    **corporation** [ 6 ] - 32:8, 33:23, 65:1, 72:1, 102:24,  
28    103:2  
29    **correct** [ 92 ] - 5:12, 5:20, 7:3, 8:1, 8:2, 11:9,  
30    12:24, 14:8, 16:14, 17:12, 18:24, 21:6, 23:9,  
31    24:12, 29:9, 31:6, 32:12, 32:17, 33:6, 34:24,  
32    36:19, 37:3, 37:4, 39:17, 42:20, 49:9, 49:10,  
33    49:20, 56:12, 63:19, 65:6, 65:15, 65:24, 66:11,  
34    66:12, 67:24, 69:9, 73:14, 75:24, 79:6, 79:7,  
35    79:18, 83:10, 84:6, 84:13, 84:15, 85:5, 85:10,  
36    85:14, 85:20, 85:23, 85:24, 85:25, 86:18, 88:6,  
37    88:7, 91:11, 93:12, 93:18, 93:19, 93:22, 94:3,  
38    94:21, 96:20, 96:21, 97:8, 99:3, 99:24, 100:19,  
39    101:1, 101:5, 101:6, 101:9, 101:20, 101:21,  
40    102:21, 102:22, 105:15, 105:16, 106:18, 109:4,  
41    112:14, 112:15, 112:19, 113:25, 114:4, 114:7,  
42    114:21, 115:19, 115:20, 117:23  
43    **corrective** [ 1 ] - 11:18  
44    **correctly** [ 1 ] - 38:4  
45    **correspondence** [ 3 ] - 91:10, 91:13, 95:17  
46    **costs** [ 1 ] - 47:3  
47    **counsel** [ 16 ] - 4:14, 19:16, 26:17, 35:3, 76:12,  
48    76:22, 80:14, 91:15, 91:16, 91:22, 91:25, 95:13,  
49    97:18, 99:11, 119:11, 119:16  
50    **country** [ 1 ] - 98:11

1       **COUNTY** [ 1 ] - 119: 2  
 2       **course** [ 3 ] - 64: 8, 79: 17, 93: 23  
 3       **COURT** [ 1 ] - 1: 1  
 4       **court** [ 1 ] - 4: 3  
 5       **Court** [ 2 ] - 1: 11, 4: 10  
 6       **Craig** [ 1 ] - 79: 24  
 7       **created** [ 1 ] - 103: 3  
 8       **credited** [ 1 ] - 36: 4  
 9       **crossbones** [ 1 ] - 64: 12  
 10       **current** [ 2 ] - 16: 20  
 11       **curve** [ 3 ] - 8: 11, 8: 16, 8: 18  
 12       **custodian** [ 1 ] - 111: 5  
 13       **cutting** [ 1 ] - 100: 24  
 14       **CV** [ 1 ] - 5: 23  
 15       **cycle** [ 3 ] - 60: 18, 61: 4, 61: 14

**D**

16       **Dadds** [ 7 ] - 2: 12, 4: 20, 5: 4, 28: 1, 64: 5, 73: 22,  
 17       91: 17  
 18       **DADDS** [ 7 ] - 5: 8, 5: 12, 43: 1, 71: 1, 73: 3, 74: 5,  
 19       89: 17  
 20       **DADS** [ 1 ] - 4: 20  
 21       **Darrell** [ 5 ] - 29: 18, 55: 18, 56: 2, 106: 10, 106: 14  
 22       **data** [ 1 ] - 59: 12  
 23       **date** [ 4 ] - 4: 12, 65: 4, 105: 25, 106: 5  
 24       **DATED** [ 6 ] - 28: 12, 71: 11, 88: 17, 90: 9, 90: 23,  
 25       104: 23  
 26       **dated** [ 7 ] - 3: 12, 3: 16, 3: 17, 3: 18, 3: 23, 29: 3,  
 27       90: 17  
 28       **daughter** [ 1 ] - 60: 20  
 29       **day-to-day** [ 3 ] - 21: 13, 22: 15, 58: 19  
 30       **deal** [ 5 ] - 26: 5, 29: 8, 29: 11, 29: 12, 72: 6  
 31       **Dean** [ 6 ] - 16: 25, 19: 25, 20: 9, 67: 9, 67: 21, 107: 4  
 32       **dean** [ 24 ] - 7: 14, 17: 6, 36: 18, 36: 22, 74: 14, 75: 5,  
 33       75: 8, 75: 17, 75: 18, 82: 7, 82: 12, 93: 2, 93: 5, 93: 6,  
 34       93: 11, 93: 18, 93: 20, 94: 2, 94: 6, 94: 16, 94: 19,  
 35       94: 20  
 36       **dean's** [ 15 ] - 92: 15, 92: 21, 93: 2, 93: 8, 93: 25,  
 37       94: 20, 95: 10, 108: 18, 108: 20, 108: 23, 108: 24,  
 38       109: 1, 109: 3, 109: 9, 112: 14  
 39       **DeBeer** [ 4 ] - 16: 25, 67: 23, 82: 13, 107: 4  
 40       **decide** [ 1 ] - 99: 7  
 41       **decision** [ 8 ] - 17: 13, 70: 7, 70: 8, 70: 15, 70: 17,  
 42       88: 11, 94: 11, 99: 9  
 43       **decisions** [ 2 ] - 59: 16, 110: 1  
 44       **declarations** [ 1 ] - 32: 20  
 45       **decreased** [ 1 ] - 11: 3  
 46       **deem** [ 2 ] - 86: 11, 86: 12  
 47       **DEFENDANT** [ 2 ] - 1: 7, 2: 10

1       **define** [ 2 ] - 34: 4, 74: 25  
2       **definitely** [ 2 ] - 11: 21, 45: 1  
3       **definition** [ 2 ] - 8: 18, 42: 25  
4       **degree** [ 1 ] - 58: 1  
5       **Deloitte** [ 8 ] - 60: 7, 60: 9, 60: 16, 61: 5, 61: 20,  
6       110: 5, 110: 7, 112: 2  
7       **demand** [ 1 ] - 51: 19  
8       **denials** [ 1 ] - 115: 6  
9       **denied** [ 1 ] - 94: 23  
10       **deny** [ 1 ] - 94: 11  
11       **denying** [ 1 ] - 92: 11  
12       **department** [ 14 ] - 36: 24, 49: 18, 72: 25, 73: 14,  
13       73: 17, 74: 3, 85: 17, 92: 16, 101: 17, 101: 23, 114: 22,  
14       115: 5, 115: 11, 116: 5  
15       **Department** [ 4 ] - 51: 22, 72: 23, 92: 21, 100: 25  
16       **department's** [ 1 ] - 74: 1  
17       **departmental** [ 7 ] - 15: 7, 38: 9, 83: 20, 100: 21,  
18       100: 22, 100: 23, 101: 8  
19       **departments** [ 9 ] - 12: 15, 17: 19, 36: 12, 49: 13,  
20       51: 15, 73: 16, 86: 5, 86: 6, 101: 13  
21       **DEPOSITION** [ 1 ] - 1: 3  
22       **deposition** [ 9 ] - 1: 10, 1: 18, 4: 5, 4: 8, 5: 23,  
23       72: 15, 102: 12, 118: 11, 119: 18  
24       **describe** [ 5 ] - 9: 3, 9: 5, 27: 11, 35: 16, 115: 1  
25       **described** [ 2 ] - 38: 1, 104: 14  
26       **Description** [ 1 ] - 3: 10  
27       **description** [ 1 ] - 9: 21  
28       **designee** [ 1 ] - 17: 20  
29       **DESIREE** [ 2 ] - 119: 4, 119: 24  
30       **Desiree** [ 2 ] - 1: 11, 4: 4  
31       **destroyed** [ 2 ] - 47: 6, 98: 8  
32       **detail** [ 2 ] - 19: 22, 57: 2  
33       **detrimental** [ 4 ] - 53: 15, 53: 16, 53: 18, 53: 19  
34       **develop** [ 2 ] - 55: 4, 78: 8  
35       **Development** [ 10 ] - 25: 18, 26: 11, 108: 5, 108: 8,  
36       108: 11, 108: 12, 108: 16, 109: 1, 112: 5, 112: 21  
37       **diagnostic** [ 1 ] - 48: 23  
38       **different** [ 4 ] - 43: 6, 50: 24, 51: 17, 51: 18  
39       **differently** [ 1 ] - 11: 23  
40       **difficult** [ 3 ] - 53: 23, 57: 8, 57: 12  
41       **difficulty** [ 1 ] - 72: 17  
42       **diligence** [ 6 ] - 24: 21, 54: 22, 55: 6, 55: 9, 55: 19,  
43       55: 21  
44       **direct** [ 2 ] - 25: 13, 82: 20  
45       **directing** [ 1 ] - 82: 9  
46       **directly** [ 7 ] - 25: 4, 49: 15, 67: 13, 84: 10, 104: 17,  
47       109: 23, 112: 11  
48       **director** [ 13 ] - 6: 21, 22: 14, 22: 19, 23: 8, 29: 18,  
49       37: 22, 38: 15, 56: 5, 57: 9, 75: 4, 76: 17, 76: 25, 78: 3  
50       **Director** [ 1 ] - 52: 24

1 **Directors** [ 9 ] - 18:23, 19:1, 19:3, 23:19, 33:4,  
 75:22, 105:22, 106:3, 106:4  
 2 **directors** [ 1 ] - 22:19  
 3 **disability** [ 1 ] - 90:22  
 4 **disciplined** [ 1 ] - 74:3  
 5 **disclosed** [ 1 ] - 73:9  
 6 **disclosure** [ 2 ] - 98:2, 113:17  
 7 **discuss** [ 4 ] - 30:6, 56:10, 117:16, 117:23  
 8 **discussed** [ 5 ] - 24:2, 30:23, 44:8, 44:15, 117:20  
 9 **discussing** [ 2 ] - 30:9, 30:11  
 10 **discussion** [ 4 ] - 56:14, 85:20, 88:2, 104:17  
 11 **discussions** [ 4 ] - 30:14, 30:18, 43:20, 103:19  
 12 **dispute** [ 1 ] - 19:20  
 13 **disputes** [ 1 ] - 19:21  
 14 **distribute** [ 1 ] - 45:19  
 15 **distributes** [ 1 ] - 63:18  
 16 **distribution** [ 1 ] - 101:14  
 17 **divided** [ 4 ] - 57:14, 57:18, 57:19, 57:21  
 18 **DIVISION** [ 1 ] - 1:2  
 19 **division** [ 1 ] - 38:9  
 20 **doctor** [ 1 ] - 5:1  
 21 **doctors** [ 1 ] - 46:14  
 22 **document** [ 19 ] - 3:14, 64:13, 64:15, 64:17, 65:5,  
 65:7, 65:12, 65:14, 65:16, 65:17, 65:19, 77:5,  
 77:11, 81:21, 82:1, 82:8, 97:10, 105:13  
 23 **DOCUMENT** [ 1 ] - 71:11  
 24 **documentation** [ 3 ] - 36:11, 38:4, 98:11  
 25 **documents** [ 5 ] - 77:2, 77:4, 97:1, 97:3, 98:3  
**dollars** [ 7 ] - 48:25, 49:17, 85:1, 101:9, 101:18,  
 108:7, 109:10  
**done** [ 16 ] - 10:11, 10:12, 11:22, 20:1, 20:5, 21:2,  
 29:8, 38:4, 38:16, 55:20, 61:15, 78:20, 98:12,  
 115:15, 118:1, 118:8  
**Dorton** [ 2 ] - 19:25, 20:9  
**doubt** [ 2 ] - 23:22, 45:13  
**down** [ 18 ] - 9:20, 39:25, 40:4, 40:14, 40:18,  
 40:20, 40:24, 41:8, 41:10, 45:18, 46:2, 53:25,  
 82:23, 97:14, 99:1, 107:3, 119:12  
**dr** [ 7 ] - 27:24, 28:19, 54:20, 100:16, 102:16,  
 107:18, 116:19  
**Dr** [ 60 ] - 4:6, 4:17, 4:21, 5:5, 5:11, 7:13, 7:15,  
 16:6, 29:22, 30:6, 30:18, 30:21, 32:3, 33:21,  
 37:2, 39:19, 41:8, 41:10, 41:11, 45:17, 57:6,  
 66:7, 67:23, 68:7, 71:14, 71:16, 75:2, 75:15,  
 75:21, 76:1, 79:10, 79:13, 81:15, 81:18, 82:13,  
 87:25, 89:21, 89:24, 90:20, 91:5, 93:7, 93:24,  
 94:19, 95:9, 96:13, 96:16, 97:15, 98:18, 98:25,  
 99:5, 100:17, 104:10, 104:18, 105:11, 112:19,  
 113:5, 116:22, 117:18, 117:23  
**draw** [ 1 ] - 49:20

1       **drink** [ 1 ] - 102:14  
 2       **driving** [ 1 ] - 79:8  
 3       **drop** [ 1 ] - 70:6  
 4       **dual** [ 3 ] - 75:8, 75:9, 75:18  
 5       **due** [ 6 ] - 24:21, 54:22, 55:5, 55:8, 55:18, 55:21  
 6       **duly** [ 2 ] - 4:24, 119:10  
 7       **duplicate** [ 1 ] - 67:6  
 8       **during** [ 5 ] - 26:13, 31:18, 51:7, 79:17, 94:4  
 9       **duties** [ 2 ] - 22:10, 52:23  
 10       **duty** [ 1 ] - 13:3

## E

11       **E-mail** [ 1 ] - 3:19  
 12       **E-MAIL** [ 1 ] - 96:1  
 13       **easily** [ 1 ] - 12:10  
 14       **East** [ 3 ] - 2:4, 6:20, 7:9  
 15       **Eastern** [ 1 ] - 111:23  
 16       **Easy** [ 1 ] - 88:25  
 17       **Ed** [ 1 ] - 41:8  
 18       **education** [ 3 ] - 32:5, 37:23, 38:7  
 19       **educational** [ 3 ] - 6:7, 6:10, 114:15  
 20       **effect** [ 2 ] - 65:5, 65:10  
 21       **effectively** [ 1 ] - 53:24  
 22       **effectuated** [ 1 ] - 29:12  
 23       **effort** [ 3 ] - 7:12, 7:17, 99:25  
 24       **efforts** [ 4 ] - 49:19, 55:3, 55:19, 55:21  
 25       **eight** [ 2 ] - 6:17, 57:9  
 26       **eighths** [ 1 ] - 50:23  
 27       **either** [ 5 ] - 41:13, 80:7, 83:25, 107:16, 111:24  
 28       **elected** [ 11 ] - 16:17, 16:19, 16:20, 16:22, 17:20,  
 29       17:23, 18:6, 18:21, 21:16, 21:22, 21:23  
 30       **election** [ 1 ] - 17:24  
 31       **element** [ 1 ] - 56:10  
 32       **eligibility** [ 1 ] - 92:18  
 33       **eligible** [ 7 ] - 17:25, 18:3, 18:5, 18:8, 18:11,  
 34       90:21, 91:7  
 35       **Elizabeth** [ 1 ] - 106:13  
 36       **employed** [ 4 ] - 52:13, 61:20, 99:23, 111:25  
 37       **employees** [ 2 ] - 22:8, 78:18  
 38       **encyclopedic** [ 1 ] - 111:2  
 39       **ends** [ 1 ] - 20:16  
 40       **engage** [ 2 ] - 67:5, 67:11  
 41       **engaged** [ 4 ] - 10:10, 34:3, 41:13, 55:21  
 42       **engagement** [ 2 ] - 10:11, 72:16  
 43       **Enrichment** [ 1 ] - 108:19  
 44       **enrichment** [ 4 ] - 108:20, 109:4, 109:9, 112:14  
 45       **entail** [ 1 ] - 52:25  
 46       **entails** [ 1 ] - 37:25  
 47       **enter** [ 1 ] - 31:22

1       **entered** [ 7 ] - 27: 4, 27: 6, 54: 21, 64: 18, 98: 4,  
           109: 24, 110: 2  
 2       **enterprise** [ 2 ] - 13: 12, 63: 3  
       **enters** [ 1 ] - 97: 25  
 3       **enticed** [ 1 ] - 8: 4  
       **entire** [ 3 ] - 23: 19, 67: 2, 101: 17  
 4       **entirely** [ 2 ] - 79: 5  
       **entitles** [ 1 ] - 67: 19  
 5       **entitled** [ 3 ] - 67: 11, 83: 18, 85: 10  
       **envelopes** [ 1 ] - 89: 8  
 6       **equipment** [ 3 ] - 28: 25, 48: 23, 48: 24  
       **essentially** [ 2 ] - 53: 1, 82: 18  
 7       **estate** [ 3 ] - 27: 7, 110: 24, 111: 13  
       **et** [ 2 ] - 64: 22, 117: 19  
 8       **evaluate** [ 1 ] - 26: 4  
       **event** [ 1 ] - 117: 7  
 9       **evidence** [ 2 ] - 1: 19, 24: 15  
       **EVPHA** [ 1 ] - 75: 18  
 10       **Ex** [ 11 ] - 3: 11, 3: 12, 3: 13, 3: 15, 3: 16, 3: 17,  
           3: 18, 3: 19, 3: 21, 3: 23, 107: 7  
 11       **ex** [ 2 ] - 68: 5, 68: 8  
       **Ex-officio** [ 1 ] - 107: 7  
 12       **ex-officio** [ 2 ] - 68: 5, 68: 8  
       **exactly** [ 4 ] - 10: 23, 20: 14, 40: 7, 77: 10  
 13       **EXAMINATION** [ 7 ] - 3: 4, 5: 14, 28: 17, 54: 18, 96: 10,  
           100: 14, 108: 2  
 14       **examined** [ 2 ] - 4: 24, 119: 11  
       **example** [ 5 ] - 49: 12, 75: 13, 86: 15, 106: 1, 107: 13  
 15       **examples** [ 4 ] - 58: 8, 58: 12, 59: 6, 59: 17  
       **Except** [ 1 ] - 83: 16  
 16       **except** [ 2 ] - 32: 18, 83: 20  
       **exception** [ 1 ] - 101: 16  
 17       **exceptions** [ 2 ] - 49: 11, 85: 15  
       **excited** [ 1 ] - 8: 12  
 18       **excuse** [ 3 ] - 9: 8, 20: 10, 44: 6  
       **executed** [ 1 ] - 84: 3  
 19       **Executive** [ 14 ] - 3: 23, 21: 4, 21: 23, 22: 24, 36: 18,  
           67: 9, 68: 7, 74: 15, 74: 21, 75: 4, 75: 10, 75: 14,  
 20        105: 14, 117: 21  
       **executive** [ 11 ] - 19: 11, 22: 14, 22: 19, 23: 8, 29: 18,  
 21        36: 22, 56: 5, 57: 9, 75: 4, 76: 16, 78: 3  
       **EXECUTIVE** [ 1 ] - 104: 22  
 22       **exercise** [ 1 ] - 43: 5  
       **exert** [ 1 ] - 107: 11  
 23       **Exhibit** [ 11 ] - 27: 25, 28: 20, 28: 23, 64: 2, 81: 17,  
           88: 21, 90: 7, 91: 2, 95: 25, 102: 4, 105: 2  
 24       **EXHIBIT** [ 10 ] - 28: 13, 63: 24, 71: 12, 81: 12, 88: 18,  
           90: 10, 90: 24, 96: 2, 102: 1, 104: 24  
 25       **exhibits** [ 1 ] - 91: 14  
       **exist** [ 4 ] - 32: 19, 32: 20, 59: 8, 117: 15



1       **existing** [ 1 ] - 64:21  
 2       **expansion** [ 1 ] - 104:15  
 3       **expenses** [ 3 ] - 67:12, 86:4, 101:3  
 4       **experience** [ 2 ] - 6:7, 6:10  
 5       **expert** [ 4 ] - 43:16, 50:16, 50:18, 51:1  
 6       **expertise** [ 2 ] - 26:8, 45:2  
 7       **experts** [ 1 ] - 53:24  
 8       **expires** [ 1 ] - 119:19  
 9       **explain** [ 6 ] - 37:24, 41:23, 42:13, 57:2, 58:25,  
 10       59:10  
 11       **explanatory** [ 1 ] - 83:2  
 12       **exploring** [ 1 ] - 46:15  
 13       **expressing** [ 1 ] - 110:8  
 14       **expressly** [ 1 ] - 83:18  
 15       **extend** [ 2 ] - 65:9, 65:17  
 16       **extended** [ 3 ] - 65:7, 65:11, 65:12  
 17       **extent** [ 3 ] - 27:21, 32:18, 42:15  
 18       **eyewear** [ 1 ] - 49:14

## F

19       **facile** [ 1 ] - 21:11  
 20       **facilitate** [ 3 ] - 31:23, 31:24, 34:18  
 21       **facilitating** [ 1 ] - 78:25  
 22       **facilities** [ 2 ] - 26:3, 48:23  
 23       **facility** [ 2 ] - 25:23, 25:25  
 24       **fact** [ 16 ] - 13:19, 26:24, 41:18, 45:11, 48:9,  
 25       51:3, 53:9, 54:25, 55:12, 61:23, 88:4, 93:7,  
 26       94:18, 94:22, 95:22, 110:11  
 27       **factors** [ 2 ] - 114:6, 114:11  
 28       **facts** [ 1 ] - 119:6  
 29       **factual** [ 1 ] - 33:20  
 30       **faculty** [ 28 ] - 6:16, 8:23, 9:5, 9:25, 10:3, 10:10,  
 31       10:11, 12:2, 12:8, 17:21, 17:24, 22:21, 72:3,  
 32       72:7, 72:16, 72:18, 73:10, 83:17, 83:23, 83:24,  
 33       84:16, 85:17, 86:3, 94:12, 115:10, 115:21, 115:25  
 34       **Faculty** [ 1 ] - 84:12  
 35       **faculty-wide** [ 1 ] - 17:24  
 36       **Fair** [ 1 ] - 76:1  
 37       **fair** [ 1 ] - 7:23  
 38       **faith** [ 2 ] - 98:1, 98:5  
 39       **falsification** [ 1 ] - 24:16  
 40       **falsified** [ 1 ] - 24:9  
 41       **falsify** [ 1 ] - 24:19  
 42       **familiar** [ 2 ] - 52:11, 102:23  
 43       **far** [ 1 ] - 70:23  
 44       **fashion** [ 1 ] - 21:3  
 45       **FAYETTE** [ 1 ] - 1:1  
 46       **Fayette** [ 1 ] - 4:9  
 47       **February** [ 1 ] - 105:14

1       **federal** [11] - 42:11, 42:16, 42:18, 42:20, 44:1,  
       48:2, 86:17, 86:24, 87:7, 87:19, 114:15  
 2       **fees** [7] - 48:20, 48:23, 49:3, 49:21, 49:24, 50:6,  
       100:19  
 3       **felt** [3] - 51:13, 51:18, 78:2  
       **few** [3] - 60:14, 85:15, 107:19  
 4       **fl** [1] - 69:5  
       **fiduciary** [1] - 33:16  
 5       **field** [1] - 41:4  
       **filed** [1] - 1:19  
 6       **fill** [1] - 17:2  
       **finance** [4] - 19:10, 36:25, 58:1, 60:17  
 7       **finances** [3] - 19:23, 76:24, 77:2  
       **Financial** [2] - 44:19, 62:5  
 8       **financial** [6] - 44:24, 45:2, 50:25, 69:5, 77:12,  
       115:4  
 9       **financials** [1] - 70:4  
       **fine** [2] - 52:9, 71:1  
 10      **finish** [4] - 94:13, 95:2, 95:4, 95:7  
       **fire** [1] - 78:6  
 11      **fred** [4] - 52:18, 52:21, 77:20, 77:23  
       **firm** [4] - 20:4, 60:5, 60:10, 110:5  
 12      **firms** [4] - 60:5, 110:6, 110:12, 111:25  
       **first** [16] - 4:24, 6:16, 7:8, 7:17, 10:5, 10:10,  
 13      17:7, 60:2, 64:15, 64:16, 82:23, 113:10, 113:11,  
       114:19  
 14      **fit** [2] - 86:11, 86:12  
       **five** [6] - 20:7, 20:9, 20:12, 54:6, 54:8, 117:25  
 15      **five-year** [3] - 20:7, 20:9, 20:12  
       **fix** [1] - 26:5  
 16      **flew** [2] - 45:25, 46:1  
       **flight** [1] - 46:25  
 17      **flights** [1] - 46:22  
       **flip** [1] - 117:19  
 18      **flow** [3] - 62:12, 63:13, 101:18  
       **flowed** [1] - 108:18  
 19      **fly** [1] - 45:18  
       **folks** [1] - 21:1  
 20      **followed** [3] - 13:9, 72:9, 95:12  
       **follows** [1] - 4:25  
 21      **FOR** [13] - 2:6, 2:10, 2:15, 28:14, 63:24, 71:12,  
       81:12, 88:18, 90:10, 90:24, 96:2, 102:1, 104:24  
 22      **forces** [1] - 79:9  
       **Ford** [2] - 19:25, 20:9  
 23      **foregoing** [1] - 119:14  
       **Forest** [1] - 6:17  
 24      **forever** [1] - 8:20  
       **form** [17] - 35:19, 43:1, 43:4, 54:2, 66:17, 73:2,  
 25      73:22, 74:4, 74:5, 84:7, 87:16, 93:13, 96:22,  
       113:7, 113:19, 114:5, 115:3

1       **formal** [ 1 ] - 44:16  
 2       **formed** [ 1 ] - 65:1  
 3       **formulate** [ 1 ] - 92:19  
       **forth** [ 1 ] - 101:3  
 4       **forums** [ 1 ] - 104:1  
       **Foundation** [ 71 ] - 4:22, 5:6, 5:9, 16:2, 16:13,  
 5       18:5, 26:10, 27:3, 31:6, 32:7, 32:15, 33:6, 33:16,  
       34:3, 34:12, 34:21, 35:9, 37:13, 37:19, 39:23,  
 6       41:12, 41:20, 44:25, 45:8, 45:22, 45:24, 48:2,  
       49:6, 49:8, 50:1, 50:6, 52:14, 55:13, 60:23,  
       60:24, 62:24, 63:14, 64:25, 65:3, 66:24, 67:5,  
 7       67:8, 68:1, 69:4, 69:12, 69:14, 69:22, 71:25,  
       75:23, 76:6, 76:10, 83:22, 84:1, 84:18, 85:14,  
 8       86:9, 87:2, 87:19, 87:22, 88:9, 88:15, 99:24,  
       103:7, 109:20, 110:10, 111:22, 112:1, 113:2,  
       113:6, 113:22, 114:2  
 9       **four** [ 2 ] - 20:13, 105:6  
       **frankly** [ 2 ] - 8:9, 61:10  
 10       **fraud** [ 5 ] - 42:20, 42:23, 42:25, 43:8, 43:13  
       **Fred** [ 2 ] - 67:23, 82:12  
 11       **friends** [ 1 ] - 78:5  
       **front** [ 1 ] - 23:18  
 12       **full** [ 2 ] - 21:11, 22:25  
       **fully** [ 1 ] - 85:17  
 13       **function** [ 11 ] - 27:22, 36:8, 40:4, 40:7, 40:10,  
       53:5, 53:8, 53:9, 53:22, 59:8, 103:21  
 14       **functions** [ 10 ] - 19:23, 21:10, 22:21, 36:6, 36:7,  
       49:5, 62:5, 62:8, 98:6  
 15       **fund** [ 7 ] - 85:17, 108:19, 108:20, 109:1, 109:4,  
       109:9, 112:14  
 16       **funded** [ 1 ] - 109:10  
       **funding** [ 1 ] - 108:25  
 17       **funds** [ 6 ] - 63:13, 108:18, 108:22, 108:23, 109:2,  
       113:6  
 18       **furnish** [ 1 ] - 69:4

## G

19  
 20       **Ganey** [ 3 ] - 10:16, 11:8, 11:11  
       **Garland** [ 1 ] - 77:15  
 21       **garland** [ 1 ] - 77:17  
       **general** [ 12 ] - 9:24, 25:11, 26:17, 30:19, 62:8,  
 22       77:12, 80:14, 98:20, 104:3, 109:2, 113:13, 113:16  
       **General** [ 4 ] - 3:13, 69:25, 70:7, 70:9  
 23       **GENERAL** [ 1 ] - 71:10  
       **generalization** [ 1 ] - 104:4  
 24       **generally** [ 4 ] - 5:22, 13:13, 20:6, 76:13  
       **generated** [ 3 ] - 59:12, 59:13, 86:3  
 25       **ghost** [ 5 ] - 41:13, 42:3, 42:8, 42:10, 78:11  
       **glven** [ 4 ] - 9:3, 12:21, 69:11, 119:15

1 **glasses** [ 1 ] - 49:14  
 2 **goals** [ 3 ] - 13:12, 13:13  
 3 **God** [ 2 ] - 11:14, 80:24  
 4 **gossip** [ 1 ] - 52:10  
 5 **government** [ 6 ] - 42:21, 48:2, 86:18, 86:24, 87:7,  
 87:20  
 6 **governs** [ 1 ] - 114:15  
 7 **graduated** [ 1 ] - 6:2  
 8 **graphic** [ 1 ] - 9:21  
 9 **great** [ 1 ] - 72:6  
 10 **Griffith** [ 5 ] - 29:18, 55:18, 56:2, 58:18, 61:25  
 11 **group** [ 2 ] - 15:9, 21:9  
 12 **grow** [ 2 ] - 8:20, 8:21  
 13 **growth** [ 3 ] - 8:11, 8:16, 8:17  
 14 **guess** [ 4 ] - 13:14, 22:12, 73:10, 92:1  
 15 **guidelines** [ 1 ] - 42:8  
 16 **guys** [ 1 ] - 100:4  
 17 **gyn** [ 1 ] - 75:16

## H

18 **hand** [ 11 ] - 15:13, 15:15, 27:25, 29:22, 64:4,  
 82:24, 88:20, 91:1, 102:3, 105:1, 119:22  
 19 **handle** [ 1 ] - 25:8  
 20 **handles** [ 1 ] - 22:15  
 21 **hands** [ 2 ] - 53:3, 88:2  
 22 **hands-on** [ 2 ] - 53:3, 88:2  
 23 **Hansen** [ 3 ] - 75:15, 75:21, 82:13  
 24 **happy** [ 3 ] - 10:1, 70:3, 70:23  
 25 **hard** [ 2 ] - 12:13, 104:4  
 26 **hard-hitting** [ 1 ] - 104:4  
 27 **Harry** [ 10 ] - 2:12, 4:20, 43:2, 70:25, 71:9, 88:25,  
 89:2, 89:19, 102:10, 102:15  
 28 **Harry's** [ 1 ] - 102:12  
 29 **Hazard** [ 24 ] - 27:4, 27:8, 27:18, 28:25, 29:14,  
 30:7, 35:8, 37:8, 38:12, 38:22, 39:1, 39:25,  
 41:12, 43:17, 44:9, 45:18, 46:7, 47:9, 48:19,  
 50:3, 50:8, 54:21, 54:23, 78:14  
 31 **head** [ 1 ] - 77:18  
 32 **Health** [ 9 ] - 36:19, 67:10, 68:8, 74:16, 74:21,  
 75:5, 75:11, 75:14, 117:21  
 33 **health** [ 1 ] - 78:8  
 34 **Healthcare** [ 34 ] - 8:10, 8:15, 10:12, 15:18, 25:11,  
 27:19, 31:10, 31:21, 31:24, 32:2, 35:18, 36:17,  
 36:25, 40:25, 44:21, 45:15, 48:14, 48:15, 49:1,  
 49:7, 63:14, 63:16, 66:19, 74:20, 74:23, 75:1,  
 78:25, 79:2, 79:6, 79:11, 103:3, 104:15, 116:11,  
 117:15  
 35 **healthcare** [ 1 ] - 60:17  
 36 **Healthcare's** [ 1 ] - 25:3



1 88:19, 90:11, 90:25, 96:3, 102:2, 104:25  
 identification [2] - 47:12, 47:13  
 2 identified [1] - 80:12  
 identify [4] - 97:23, 99:19, 105:21, 106:23  
 3 ill [1] - 1:2  
 iller [1] - 107:8  
 4 impacts [1] - 12:23  
 implementation [2] - 61:14, 61:17  
 5 implementations [2] - 61:15, 61:16  
 important [6] - 18:21, 41:20, 59:4, 59:6, 69:18,  
 6 69:20  
 importantly [1] - 8:9  
 7 impressions [1] - 92:3  
 improved [1] - 72:4  
 8 improvement [1] - 13:15  
 IN [1] - 119:21  
 9 inappropriate [3] - 97:16, 97:21, 98:3  
 inception [1] - 72:1  
 10 included [2] - 45:1, 69:15  
 includes [1] - 86:7  
 11 including [1] - 67:16  
 income [11] - 82:18, 84:1, 84:5, 84:8, 84:17,  
 12 84:24, 84:25, 85:4, 85:6, 86:3, 101:19  
 incorporated [1] - 64:25  
 13 incorporation [3] - 3:21, 102:18, 102:21  
 INCORPORATION [1] - 101:25  
 14 increase [2] - 13:14, 13:17  
 independent [1] - 115:18  
 15 Indiana [1] - 6:19  
 indicate [1] - 76:13  
 16 indicating [1] - 88:3  
 indirectly [1] - 67:13  
 17 individual [7] - 38:6, 38:7, 38:8, 50:21, 51:14,  
 94:12, 116:12  
 18 individually [1] - 33:11  
 individuals [5] - 67:19, 76:18, 104:8, 116:15,  
 19 116:18  
 influence [1] - 74:18  
 20 information [24] - 35:20, 35:22, 36:11, 36:17,  
 41:21, 47:15, 52:6, 61:24, 73:1, 73:21, 77:13,  
 21 88:5, 93:17, 94:7, 99:19, 104:1, 114:16, 114:23,  
 115:2, 115:5, 115:11, 115:13, 115:18, 115:25  
 22 information [1] - 52:24  
 informed [2] - 89:24, 90:20  
 23 informs [1] - 91:5  
 initial [1] - 61:9  
 24 initiative [3] - 78:25, 79:2, 79:3  
 initiatives [1] - 33:2  
 25 input [1] - 88:5  
 inquire [1] - 63:7

1       **inside** [ 1 ] - 76:21  
       **install** [ 1 ] - 59:25  
 2       **installing** [ 1 ] - 59:14  
       **instance** [ 1 ] - 34:15  
 3       **instances** [ 1 ] - 22:3  
       **instead** [ 1 ] - 75:3  
 4       **institution** [ 2 ] - 10:6, 34:18  
       **institutional** [ 1 ] - 13:12  
 5       **institutions** [ 2 ] - 10:6, 10:8  
       **instruct** [ 1 ] - 43:4  
 6       **instructing** [ 1 ] - 92:7  
       **insurance** [ 1 ] - 90:22  
 7       **interacted** [ 1 ] - 79:16  
       **interactions** [ 1 ] - 26:20  
 8       **interest** [ 3 ] - 32:22, 107:11, 110:1  
       **interests** [ 1 ] - 25:13  
 9       **interim** [ 2 ] - 15:10, 80:14  
       **internal** [ 6 ] - 31:5, 38:12, 69:13, 78:15, 78:17,  
 10      98:7  
       **internally** [ 3 ] - 21:17, 21:18, 98:12  
 11      **interrupt** [ 2 ] - 17:10, 109:3  
       **interview** [ 1 ] - 23:24  
 12      **interviewed** [ 1 ] - 78:18  
       **interviews** [ 1 ] - 24:1  
 13      **introduce** [ 2 ] - 4:14, 5:16  
       **investigation** [ 6 ] - 44:2, 51:23, 78:12, 78:15,  
 14      78:16, 78:18  
       **investor** [ 1 ] - 67:14  
 15      **involved** [ 9 ] - 7:23, 14:25, 27:14, 27:23, 30:16,  
       55:18, 79:12, 79:13, 79:16  
 16      **involvement** [ 1 ] - 40:6  
       **IRS** [ 1 ] - 19:19  
 17      **issue** [ 4 ] - 26:1, 38:21, 100:22, 100:24  
       **issued** [ 2 ] - 38:25, 70:11  
 18      **issues** [ 5 ] - 57:8, 57:12, 77:12, 78:8, 117:13  
       **IT** [ 4 ] - 53:2, 53:5, 53:22, 59:8  
 19      **IT/HR** [ 2 ] - 57:20, 58:1  
       **items** [ 5 ] - 96:18, 97:14, 97:15, 97:20, 97:24  
 20      **itself** [ 5 ] - 32:7, 32:10, 57:7, 92:5, 97:10  
       **IV** [ 1 ] - 83:14

## J

22  
 23      **Jamie** [ 2 ] - 52:11, 52:13  
       **Jamie's** [ 1 ] - 52:23  
 24      **Janet** [ 1 ] - 79:24  
       **Jay** [ 1 ] - 7:15  
       **Jennings** [ 2 ] - 106:10, 106:14  
 25      **job** [ 6 ] - 22:10, 23:24, 23:25, 52:23, 53:24, 56:7  
       **joint** [ 1 ] - 67:16

1 **Judgment** [ 2 ] - 13:1, 42:23  
 2 **July** [ 6 ] - 1:16, 4:12, 23:15, 64:19, 65:18, 67:22  
 3 **Jumping** [ 1 ] - 16:4  
 4 **June** [ 4 ] - 37:7, 38:25, 44:7, 79:24  
 5 **Justice** [ 1 ] - 51:23  
 6 **Justin** [ 1 ] - 79:11

## K

7 **Karpf** [ 17 ] - 29:22, 30:6, 30:18, 30:21, 37:2,  
 8 45:17, 57:6, 68:7, 75:3, 79:10, 104:10, 104:18,  
 9 113:5, 116:19, 116:22, 117:18, 117:23  
 10 **Katerina** [ 9 ] - 62:3, 62:4, 63:7, 63:12, 76:23,  
 11 77:13, 87:3, 88:10, 111:10  
 12 **Kathy** [ 1 ] - 89:1  
 13 **Kearney** [ 17 ] - 4:10, 4:17, 82:13, 89:24, 90:20,  
 14 91:5, 93:7, 93:24, 94:19, 95:9, 96:16, 97:15,  
 15 98:18, 98:25, 99:5, 100:17, 113:5  
 16 **KEARNEY** [ 4 ] - 1:3, 100:4, 102:10, 102:14  
 17 **Kearney's** [ 2 ] - 76:1, 112:19  
 18 **KEENON** [ 1 ] - 2:13  
 19 **keep** [ 1 ] - 111:19  
 20 **KENTUCKY** [ 3 ] - 1:1, 1:6, 119:1  
 21 **Kentucky** [ 115 ] - 1:12, 1:16, 1:22, 2:5, 2:9, 2:14,  
 22 4:7, 4:11, 4:19, 4:21, 5:6, 5:8, 5:19, 6:23, 7:1,  
 23 8:3, 8:15, 13:7, 16:1, 16:4, 16:12, 18:4, 25:8,  
 24 26:9, 26:18, 27:2, 27:12, 31:6, 31:10, 31:13,  
 25 31:21, 32:6, 32:11, 32:14, 32:16, 33:5, 33:15,  
 33:18, 34:2, 34:11, 34:21, 35:9, 35:11, 37:12,  
 37:18, 39:23, 41:12, 41:19, 44:25, 45:6, 45:7,  
 45:22, 45:23, 48:1, 49:6, 49:7, 49:25, 50:1, 50:5,  
 52:1, 52:14, 55:8, 55:13, 60:22, 60:24, 61:20,  
 62:23, 63:13, 64:20, 64:22, 64:24, 65:2, 67:7,  
 68:1, 69:3, 69:4, 69:8, 69:11, 69:14, 69:21,  
 71:25, 74:20, 75:22, 76:6, 76:9, 82:6, 82:7,  
 85:14, 86:8, 86:16, 87:1, 87:18, 87:21, 88:8,  
 88:14, 99:23, 103:4, 103:6, 103:7, 104:16, 109:20,  
 110:10, 110:17, 111:18, 111:20, 111:22, 112:1,  
 113:1, 113:6, 113:22, 114:1, 114:20, 116:10, 119:5  
**kept** [ 1 ] - 8:9  
**Kim** [ 4 ] - 26:14, 26:16, 80:12, 80:15  
**kind** [ 5 ] - 36:25, 59:3, 62:10, 70:5, 115:7  
**kinds** [ 7 ] - 22:16, 36:14, 39:13, 49:14, 98:8,  
 114:16, 114:17  
**King** [ 1 ] - 37:12  
**king** [ 1 ] - 39:15  
**KMSF** [ 99 ] - 5:11, 17:6, 17:7, 17:15, 17:16, 17:17,  
 19:7, 19:17, 19:23, 20:10, 22:6, 23:2, 25:8,  
 25:10, 25:17, 27:21, 29:14, 31:7, 31:19, 32:24,  
 33:24, 34:8, 35:21, 36:6, 37:3, 44:7, 46:3, 46:23,



1 48:11, 48:14, 48:25, 49:2, 49:16, 51:4, 53:2,  
2 54:21, 55:1, 55:2, 55:20, 56:4, 57:7, 57:16, 61:8,  
3 79:21, 80:19, 81:5, 82:3, 82:5, 82:14, 82:15,  
4 84:9, 85:16, 85:25, 87:11, 94:14, 96:19, 97:9,  
5 97:25, 99:2, 99:12, 100:17, 100:22, 100:24,  
6 101:12, 101:18, 103:7, 103:11, 103:13, 105:22,  
7 106:17, 107:6, 107:9, 108:4, 108:13, 108:22,  
8 109:2, 109:10, 109:16, 109:20, 110:3, 110:16,  
9 110:20, 111:6, 112:12, 112:16, 112:20, 114:23,  
10 115:12, 115:24, 116:1, 116:2, 116:6, 116:8,  
11 116:23, 117:8, 117:9, 117:12, 117:18  
12 **KMSF's** [1] - 25:2  
13 **knowing** [1] - 94:1  
14 **knowledge** [15] - 24:10, 24:20, 26:22, 26:24,  
15 26:25, 30:5, 35:7, 41:1, 44:17, 47:7, 55:6, 61:17,  
16 73:11, 112:6, 117:3  
17 **known** [2] - 30:24, 92:24

## L

11 **labeled** [4] - 64:1, 66:11, 91:10, 91:14  
12 **language** [1] - 62:11  
13 **lapse** [1] - 95:23  
14 **Large** [2] - 1:13, 119:6  
15 **LARGE** [1] - 119:25  
16 **large** [1] - 17:20  
17 **last** [3] - 9:17, 76:4, 82:10  
18 **LAW** [1] - 2:4  
19 **law** [4] - 1:13, 42:11, 42:18, 114:15  
20 **laws** [3] - 19:19, 35:1, 35:5  
21 **lawyer** [4] - 5:2, 43:2, 88:12, 97:2  
22 **lawyers** [1] - 102:5  
23 **lead** [2] - 22:24, 83:9  
24 **leaders** [1] - 104:2  
25 **leaf** [1] - 71:14  
**learn** [1] - 113:16  
**learned** [2] - 113:11, 113:13  
**lease** [6] - 27:7, 27:10, 45:8, 45:16, 47:24, 116:8  
**leased** [2] - 45:9, 47:22  
**leases** [1] - 62:9  
**leave** [1] - 7:25  
**ledger** [2] - 62:8, 77:12  
**left** [6] - 6:18, 54:6, 54:9, 56:6, 58:18, 72:23  
**Legal** [1] - 2:18  
**legal** [7] - 19:16, 35:2, 69:24, 70:1, 76:22, 92:4,  
107:8  
**LeRoy** [2] - 2:18, 4:2  
**letter** [7] - 68:18, 68:20, 69:2, 89:25, 90:17,  
90:20, 91:5  
**LETTER** [3] - 88:17, 90:9, 90:23

1       **Letter** [3] - 3:16, 3:17, 3:18  
       **level** [4] - 11:18, 12:21, 12:22, 42:1  
 2       **levels** [3] - 14:14, 14:16, 38:3  
       **Lexington** [6] - 1:15, 2:5, 2:9, 2:14, 4:7, 46:5  
 3       **liaison** [1] - 22:20  
       **life** [1] - 90:22  
 4       **likely** [1] - 91:18  
       **likewise** [3] - 73:12, 85:9, 116:21  
 5       **limitation** [1] - 67:5  
       **limited** [1] - 67:17  
 6       **line** [1] - 49:21  
       **lines** [1] - 48:24  
 7       **list** [1] - 97:14  
       **listed** [1] - 97:21  
 8       **lists** [1] - 96:18  
       **literally** [1] - 85:13  
 9       **lived** [1] - 41:10  
       **load** [1] - 8:23  
 10       **loan** [12] - 34:12, 34:13, 34:14, 34:16, 34:19,  
       108:4, 108:7, 112:6, 112:8, 112:10, 112:11  
 11       **loaning** [1] - 34:22  
       **loans** [1] - 34:25  
 12       **locate** [1] - 47:11  
       **logical** [1] - 38:19  
 13       **logs** [3] - 46:21, 46:22, 46:25  
       **long-term** [1] - 90:22  
 14       **look** [11] - 12:7, 28:2, 47:13, 59:9, 82:23, 83:13,  
       97:14, 99:6, 107:3, 109:5, 112:23  
 15       **looked** [1] - 14:25  
       **looking** [4] - 7:25, 10:9, 36:14, 103:3  
 16       **looks** [2] - 20:24, 29:4  
       **loose** [1] - 14:15  
 17       **lose** [1] - 89:14  
       **loss** [1] - 92:14  
 18       **lost** [1] - 106:17  
       **Louis** [2] - 106:9, 106:15  
 19       **Louisville** [1] - 37:17  
       **love** [1] - 53:13  
 20       **lower** [1] - 82:24

---

**M**


---

22       **M. D** [8] - 1:3, 1:7, 1:10, 2:15, 3:2, 4:10, 4:23,  
       118:11  
 23       **MAIL** [1] - 96:1  
       **mail** [4] - 3:19, 89:6, 89:7, 115:24  
 24       **Main** [1] - 2:4  
       **maintain** [6] - 47:1, 47:8, 69:21, 111:20, 113:23  
 25       **maintained** [7] - 22:1, 31:1, 46:5, 46:6, 46:21,  
       87:21, 113:1

1       **maintenance** [ 1 ] - 53:1  
       **maker** [ 1 ] - 34:8  
 2       **manage** [ 3 ] - 21:12, 58:19, 72:3  
       **Management** [ 1 ] - 67:18  
 3       **management** [ 3 ] - 21:13, 36:13, 60:25  
       **manages** [ 1 ] - 22:15  
 4       **manner** [ 2 ] - 21:11, 67:16  
       **MARCUS** [ 6 ] - 1:7, 1:10, 2:15, 3:2, 4:23, 118:11  
 5       **Marcus** [ 1 ] - 4:6  
       **Mark** [ 1 ] - 5:17  
 6       **mark** [ 5 ] - 27:24, 81:15, 81:16, 90:7, 95:24  
       **marked** [ 5 ] - 81:19, 88:20, 91:1, 102:3, 105:1  
 7       **MARKED** [ 10 ] - 28:13, 63:23, 71:11, 81:12, 88:17,  
       90:9, 90:23, 96:2, 102:1, 104:23  
 8       **matter** [ 11 ] - 43:6, 56:13, 56:21, 56:22, 61:1,  
       74:10, 90:5, 98:13, 114:4, 114:7  
 9       **matters** [ 7 ] - 22:16, 25:8, 25:9, 25:24, 25:25,  
       44:25, 61:2  
 10       **McClure** [ 2 ] - 39:19, 79:13  
       **McDowell** [ 1 ] - 106:14  
 11       **mean** [ 19 ] - 8:19, 14:23, 21:12, 22:13, 30:12,  
       34:8, 39:13, 56:16, 73:17, 78:16, 78:17, 85:13,  
 12       94:9, 103:25, 106:10, 115:24, 117:3, 117:4  
       **meaning** [ 2 ] - 14:22, 66:15  
 13       **means** [ 3 ] - 30:13, 43:11, 66:18  
       **Medical** [ 71 ] - 3:23, 4:21, 5:6, 5:8, 8:10, 16:2,  
 14       16:12, 18:4, 26:9, 27:2, 27:12, 31:6, 32:6, 32:14,  
       33:6, 33:16, 34:2, 34:11, 34:21, 35:9, 37:12,  
 15       37:18, 39:23, 41:12, 41:19, 44:25, 45:7, 45:22,  
       45:24, 48:1, 49:6, 49:7, 50:1, 50:5, 52:14, 55:13,  
 16       60:22, 60:24, 61:20, 62:23, 63:13, 64:24, 67:7,  
       68:1, 69:3, 69:11, 69:14, 69:21, 75:11, 75:23,  
 17       76:6, 76:10, 85:14, 86:8, 86:16, 87:1, 87:18,  
       87:21, 88:8, 88:15, 99:24, 103:7, 105:14, 109:20,  
 18       110:10, 111:22, 112:1, 113:1, 113:6, 113:22, 114:1  
       **medical** [ 7 ] - 6:8, 7:14, 66:20, 72:3, 72:13,  
 19       80:20, 103:12  
       **MEDICAL** [ 1 ] - 104:22  
 20       **medical..** [ 1 ] - 92:24  
       **Medicare** [ 2 ] - 42:15, 42:16  
 21       **medicine** [ 5 ] - 6:24, 7:2, 9:9, 31:23, 67:6  
       **Medicine** [ 5 ] - 50:23, 67:9, 67:22, 72:5, 72:17  
 22       **meet** [ 5 ] - 19:2, 19:3, 21:25, 22:18, 46:14  
       **meeting** [ 12 ] - 37:8, 38:24, 39:6, 39:8, 39:10,  
 23       44:7, 44:11, 45:4, 79:24, 104:6, 105:18, 116:25  
       **meetings** [ 15 ] - 19:18, 22:23, 22:25, 30:22, 31:2,  
 24       31:4, 31:5, 31:8, 31:9, 31:14, 31:15, 39:13,  
       117:5, 117:18  
 25       **meets** [ 1 ] - 21:9  
       **member** [ 12 ] - 17:22, 67:25, 68:5, 68:9, 68:11,

1 75:25, 83:17, 83:23, 83:24, 84:16, 94:12, 107:7  
**members** [15] - 17:21, 17:23, 18:19, 18:22, 19:17,  
 2 21:14, 21:22, 24:3, 32:24, 72:3, 72:7, 84:12,  
 105:17, 105:21, 115:25  
 3 **memory** [1] - 111:2  
**mentioned** [9] - 20:19, 21:4, 23:7, 36:9, 78:10,  
 4 79:13, 79:23, 86:14, 97:5  
**mentions** [1] - 67:21  
 5 **met** [1] - 41:10  
**metrics** [2] - 13:9, 13:15  
 6 **Michael** [5] - 29:22, 37:2, 45:17, 68:7, 75:2  
**Michalski** [1] - 111:11  
 7 **midst** [1] - 59:13  
**might** [12] - 20:13, 26:3, 34:16, 39:15, 51:16,  
 8 62:3, 106:17, 110:21, 111:1, 111:3, 111:18  
**million** [12] - 48:3, 48:11, 48:12, 51:5, 81:4,  
 9 86:17, 87:20, 87:25, 108:7, 108:11, 112:6, 112:8  
**mind** [5] - 10:24, 17:9, 35:14, 54:10, 81:19  
 10 **mingled** [1] - 85:22  
**minimal** [1] - 40:6  
 11 **minimally** [3] - 25:19, 25:20, 86:1  
**minor** [1] - 49:11  
 12 **minute** [2] - 28:8, 59:7  
**MINUTES** [1] - 104:23  
 13 **Minutes** [1] - 3:23  
**minutes** [14] - 22:1, 23:21, 23:25, 24:5, 31:1,  
 14 39:10, 39:12, 39:14, 54:6, 54:9, 70:18, 70:22,  
 107:19, 117:25  
 15 **mislead** [1] - 93:11  
**misled** [2] - 26:7, 93:20  
 16 **mismanaged** [1] - 113:5  
**misrepresentation** [2] - 43:14, 43:15  
 17 **mission** [2] - 32:2, 32:4  
**missions** [3] - 31:24, 45:15, 116:9  
 18 **mistakes** [1] - 43:13  
**modified** [1] - 47:6  
 19 **Molina** [7] - 62:3, 62:4, 63:7, 63:12, 76:23, 87:3,  
 111:10  
 20 **MOLONEY** [1] - 2:8  
**Moloney** [1] - 1:14  
 21 **moment** [10] - 23:7, 28:2, 28:5, 66:5, 68:17,  
 86:16, 88:23, 90:12, 91:3, 112:5  
 22 **money** [16] - 34:12, 34:13, 34:14, 34:16, 34:17,  
 34:22, 35:24, 36:3, 36:4, 61:12, 62:12, 63:18,  
 23 85:12, 85:16, 101:12, 108:4  
**monies** [2] - 85:23, 86:10  
 24 **monitor** [3] - 21:13, 27:20, 35:24  
**monitoring** [2] - 38:6, 62:9  
 25 **monitors** [1] - 21:2  
**monthly** [1] - 115:9

1       **months** [ 2 ] - 19: 4, 76: 4  
       **mortar** [ 1 ] - 8: 23  
 2       **Most** [ 1 ] - 91: 18  
       **most** [ 8 ] - 8: 5, 10: 6, 16: 19, 21: 9, 21: 16, 76: 16,  
 3       77: 1, 101: 21  
       **mostly** [ 2 ] - 60: 6, 61: 3  
 4       **move** [ 2 ] - 8: 4, 66: 1  
       **moving** [ 1 ] - 79: 8  
 5       **MR** [ 75 ] - 4: 16, 4: 18, 4: 20, 5: 1, 5: 8, 5: 10, 5: 12,  
       5: 13, 43: 1, 43: 2, 54: 2, 54: 5, 54: 7, 54: 8, 64: 4,  
 6       64: 6, 64: 8, 64: 11, 66: 17, 66: 22, 68: 18, 68: 20,  
       70: 25, 71: 4, 71: 6, 71: 8, 73: 2, 73: 22, 74: 4, 74: 5,  
 7       80: 21, 80: 24, 81: 1, 81: 3, 81: 14, 84: 7, 87: 16,  
       88: 25, 89: 5, 89: 9, 89: 11, 89: 14, 89: 16, 89: 17,  
 8       89: 18, 90: 2, 90: 3, 90: 5, 90: 15, 91: 23, 92: 2, 92: 6,  
       92: 9, 93: 13, 95: 4, 95: 24, 96: 22, 96: 23, 96: 24,  
 9       100: 6, 102: 7, 102: 8, 102: 11, 105: 4, 105: 7, 107: 14,  
       107: 15, 107: 17, 108: 1, 113: 7, 113: 19, 114: 5,  
 10      117: 25, 118: 2, 118: 8  
       **muddle** [ 1 ] - 105: 9  
 11      **Murray** [ 5 ] - 24: 24, 25: 7, 44: 6, 44: 14, 57: 6

---

**N**


---

13      **name** [ 7 ] - 10: 14, 26: 15, 47: 19, 60: 14, 79: 24,  
       80: 17, 111: 14  
 14      **named** [ 3 ] - 18: 12, 18: 13, 119: 8  
       **names** [ 5 ] - 11: 25, 37: 11, 110: 6, 111: 9, 111: 12  
 15      **naming** [ 1 ] - 11: 25  
       **Nashville** [ 4 ] - 80: 3, 80: 4, 80: 13, 80: 17  
 16      **nature** [ 1 ] - 108: 17  
       **near** [ 1 ] - 11: 18  
 17      **necessarily** [ 3 ] - 13: 5, 36: 16, 92: 6  
       **necessary** [ 2 ] - 45: 14, 105: 12  
 18      **need** [ 6 ] - 11: 17, 11: 22, 28: 5, 92: 2, 100: 4, 118: 1  
       **needed** [ 4 ] - 22: 21, 45: 15, 59: 11, 95: 12  
 19      **needs** [ 1 ] - 117: 20  
       **negotiate** [ 1 ] - 15: 4  
 20      **negotiation** [ 4 ] - 51: 20, 52: 4, 61: 11, 61: 13  
       **never** [ 7 ] - 35: 3, 35: 4, 41: 10, 95: 23, 116: 22,  
 21      116: 24, 117: 2  
       **new** [ 5 ] - 7: 20, 59: 14, 59: 25, 78: 2  
 22      **New** [ 1 ] - 81: 25  
       **newspaper** [ 1 ] - 113: 9  
 23      **next** [ 2 ] - 6: 7, 72: 9  
       **Next** [ 1 ] - 6: 10  
 24      **NO** [ 12 ] - 1: 2, 1: 2, 28: 14, 63: 24, 71: 12, 81: 12,  
       88: 18, 90: 10, 90: 24, 96: 2, 102: 1, 104: 24  
 25      **No. 10** [ 1 ] - 3: 23  
       **nominate** [ 1 ] - 18: 10

1        **nominating** [ 2 ] - 21:19, 21:21  
2        **nominations** [ 1 ] - 18:7  
3        **none** [ 2 ] - 39:24, 106:25  
4        **nonmember** [ 4 ] - 32:8, 68:13, 99:2  
5        **nonprofit** [ 4 ] - 32:7, 64:25, 72:1, 99:3  
6        **nonstock** [ 2 ] - 64:25, 72:1  
7        **North** [ 3 ] - 6:5, 6:8, 81:24  
8        **not-for-profit** [ 2 ] - 32:19, 33:25  
9        **NOTARY** [ 1 ] - 119:25  
10       **Notary** [ 2 ] - 1:12, 119:5  
11       **nothing** [ 1 ] - 88:1  
12       **Notice** [ 2 ] - 1:18, 4:9  
13       **NOTICE** [ 1 ] - 1:4  
14       **November** [ 2 ] - 29:3, 70:11  
15       **nowhere** [ 1 ] - 98:11  
16       **number** [ 7 ] - 13:8, 19:14, 35:12, 50:24, 76:4,  
17       111:16, 114:6  
18       **numbered** [ 1 ] - 71:16  
19       **numbers** [ 2 ] - 9:21, 47:12  
20       **Numeral** [ 1 ] - 83:13

**O**

21       **Oates** [ 1 ] - 106:13  
22       **ob** [ 1 ] - 75:16  
23       **ob-gyn** [ 1 ] - 75:16  
24       **object** [ 17 ] - 43:1, 43:3, 54:2, 66:17, 73:2,  
25       73:22, 74:4, 80:21, 84:7, 87:16, 92:2, 93:13,  
26       96:22, 113:7, 113:19, 114:5  
27       **Object** [ 1 ] - 73:3  
28       **objection** [ 3 ] - 66:22, 81:2, 107:17  
29       **objective** [ 1 ] - 9:23  
30       **obviously** [ 2 ] - 8:19, 21:22  
31       **occasions** [ 2 ] - 46:12, 61:21  
32       **occur** [ 1 ] - 51:7  
33       **occurred** [ 1 ] - 52:1  
34       **October** [ 2 ] - 89:12, 89:23  
35       **OF** [ 18 ] - 1:1, 1:4, 1:6, 28:14, 63:24, 71:10,  
36       71:12, 81:13, 88:18, 90:10, 90:24, 96:3, 101:24,  
37       101:25, 102:2, 104:24, 119:1, 119:2  
38       **offer** [ 2 ] - 8:4, 56:8  
39       **Office** [ 1 ] - 3:13  
40       **office** [ 10 ] - 22:17, 92:15, 92:21, 93:3, 93:8,  
41       93:25, 94:20, 95:11, 117:9, 119:22  
42       **OFFICE** [ 2 ] - 2:4, 71:10  
43       **officer** [ 2 ] - 98:15, 103:20  
44       **Officer** [ 3 ] - 44:19, 62:6, 75:11  
45       **officers** [ 5 ] - 21:21, 106:11, 106:21, 106:22,  
46       107:1  
47       **offices** [ 4 ] - 1:14, 22:6, 22:7, 23:2

1       **official** [1] - 39:11  
 2       **officio** [3] - 68:5, 68:8, 107:7  
 3       **often** [3] - 19:1, 23:2, 115:3  
 4       **OGDEN** [1] - 2:13  
 5       **ON** [1] - 1:3  
 6       **once** [2] - 59:24, 84:3  
 7       **oncology** [3] - 6:19, 16:9, 46:16  
 8       **one** [34] - 5:25, 12:3, 12:4, 14:4, 15:8, 15:9,  
 9       17:21, 26:3, 30:20, 32:1, 41:5, 45:13, 46:13,  
 10       49:5, 50:14, 55:16, 62:12, 64:4, 71:8, 76:23,  
 11       80:2, 80:16, 81:15, 81:18, 83:9, 89:6, 89:7, 89:9,  
 12       90:13, 101:16, 111:3, 111:7, 111:10  
 13       **one-on-one** [1] - 30:20  
 14       **ones** [2] - 12:18, 110:25  
 15       **ongoing** [1] - 59:19  
 16       **Open** [1] - 3:19  
 17       **open** [10] - 76:5, 76:11, 76:15, 96:15, 96:19,  
 18       96:25, 97:6, 98:13, 113:23, 114:2  
 19       **OPEN** [1] - 96:1  
 20       **operate** [2] - 33:4, 41:2  
 21       **operation** [1] - 40:13  
 22       **operational** [1] - 40:12  
 23       **operations** [2] - 41:1, 57:23  
 24       **opinion** [10] - 11:16, 12:23, 33:15, 33:21, 73:5,  
 25       74:7, 74:11, 85:3, 92:20, 97:20  
 26       **opinions** [2] - 11:19, 11:22  
 27       **opportunities** [1] - 46:15  
 28       **opportunity** [6] - 28:20, 66:8, 68:22, 81:20,  
 29       96:12, 102:17  
 30       **opposed** [2] - 84:9, 92:15  
 31       **optimization** [1] - 59:23  
 32       **optimize** [1] - 60:3  
 33       **options** [1] - 12:17  
 34       **order** [1] - 89:2  
 35       **Organization** [1] - 67:18  
 36       **organization** [15] - 22:14, 22:20, 25:11, 31:20,  
 37       33:14, 42:17, 57:15, 57:24, 58:21, 76:19, 76:21,  
 38       77:7, 78:7, 104:2, 111:16  
 39       **original** [1] - 105:5  
 40       **otolaryngology** [1] - 51:15  
 41       **out-of-state** [1] - 103:12  
 42       **outside** [9] - 20:3, 59:21, 60:2, 67:20, 69:9,  
 43       72:12, 100:5, 100:6, 104:16  
 44       **oversee** [1] - 63:12  
 45       **oversees** [1] - 62:12  
 46       **oversight** [2] - 5:21, 32:15  
 47       **overwhelmingly** [3] - 13:4, 14:10, 14:19  
 48       **own** [2] - 33:4, 33:24  
 49       **owned** [1] - 67:15  
 50       **owner** [1] - 67:14

## P

1

2

3 **p. m** [ 4 ] - 1: 17, 4: 13, 105: 15, 118: 12

4 **Paducah** [ 2 ] - 46: 13, 46: 15

5 **Pafunda** [ 9 ] - 2: 3, 3: 5, 4: 16, 5: 15, 28: 18, 54: 19,

6 96: 11, 100: 15, 108: 3

7 **PAFUNDA** [ 41 ] - 2: 4, 4: 16, 5: 1, 5: 10, 5: 13, 43: 2,

8 54: 5, 54: 8, 64: 4, 64: 8, 64: 11, 68: 20, 70: 25, 71: 4,

9 71: 8, 80: 24, 81: 3, 81: 14, 88: 25, 89: 5, 89: 11,

10 89: 14, 89: 18, 90: 2, 90: 5, 90: 13, 91: 23, 92: 6,

11 92: 10, 95: 6, 95: 24, 96: 23, 100: 6, 102: 8, 102: 11,

12 105: 7, 107: 15, 108: 1, 117: 25, 118: 3, 118: 8

13 **page** [ 4 ] - 64: 16, 66: 6, 71: 17, 82: 10

14 **Page** [ 7 ] - 3: 10, 66: 3, 66: 11, 68: 16, 69: 2, 71: 18,

15 82: 21

16 **pages** [ 1 ] - 71: 16

17 **PAGES** [ 1 ] - 3: 2

18 **paid** [ 9 ] - 48: 2, 48: 11, 48: 12, 49: 2, 51: 11, 81: 4,

19 86: 5, 100: 18, 100: 20

20 **Panel** [ 1 ] - 76: 1

21 **paragraph** [ 3 ] - 64: 15, 64: 16, 84: 3

22 **Paragraph** [ 1 ] - 83: 14

23 **part** [ 22 ] - 5: 21, 30: 4, 32: 4, 32: 22, 42: 16, 55: 5,

24 60: 16, 60: 17, 60: 18, 60: 19, 61: 8, 61: 13, 68: 19,

25 69: 2, 77: 6, 85: 20, 85: 21, 87: 22, 101: 21, 103: 8,

103: 11

**part-time** [ 1 ] - 32: 4

**participate** [ 2 ] - 26: 10, 89: 20

**participated** [ 1 ] - 17: 13

**participation** [ 1 ] - 87: 24

**particular** [ 8 ] - 8: 25, 10: 4, 14: 22, 65: 5, 66: 15,

82: 16, 84: 2, 93: 21

**particularly** [ 1 ] - 72: 15

**parties** [ 2 ] - 119: 11, 119: 17

**partly** [ 1 ] - 67: 14

**partnership** [ 1 ] - 30: 14

**partnerships** [ 1 ] - 46: 16

**parts** [ 1 ] - 71: 2

**party** [ 6 ] - 61: 10, 82: 16, 87: 19, 112: 16, 112: 18,

119: 16

**pass** [ 2 ] - 12: 25, 42: 23

**passed** [ 5 ] - 36: 18, 48: 25, 49: 17, 101: 13, 108: 12

**past** [ 1 ] - 45: 11

**patient** [ 3 ] - 8: 23, 12: 23, 114: 17

**patients** [ 3 ] - 10: 7, 13: 3, 13: 4

**PAUL** [ 4 ] - 1: 3, 100: 4, 102: 10, 102: 14

**Paul** [ 3 ] - 4: 10, 4: 17, 98: 23

**pay** [ 11 ] - 35: 25, 36: 1, 36: 2, 36: 3, 48: 15, 51: 4,

63: 20, 63: 21, 67: 11, 86: 16, 110: 11



1     **payback** [ 5 ] - 51:21, 52:5, 87:8, 87:20, 87:24  
       **payment** [ 1 ] - 51:20  
 2     **payments** [ 1 ] - 101:8  
       **payor** [ 2 ] - 35:23, 35:25  
 3     **pays** [ 1 ] - 101:17  
       **Pearson** [ 3 ] - 106:1, 106:15, 106:25  
 4     **pen** [ 1 ] - 95:8  
       **PENDLETON** [ 1 ] - 119:2  
 5     **people** [ 28 ] - 7:22, 12:16, 12:17, 12:19, 13:2,  
       14:18, 21:9, 23:25, 25:4, 25:14, 26:4, 38:16,  
 6     53:23, 56:19, 56:20, 56:24, 59:9, 59:21, 60:2,  
       61:14, 76:20, 77:9, 79:15, 79:17, 111:8, 111:12,  
 7     111:16  
       **per** [ 2 ] - 90:19, 96:19  
 8     **percent** [ 6 ] - 14:9, 14:11, 14:12, 23:6, 72:16,  
       80:3  
 9     **percentage** [ 3 ] - 10:20, 10:21, 86:20  
       **percentile** [ 4 ] - 10:24, 11:5, 11:7, 12:22  
 10    **percentiles** [ 1 ] - 10:22  
       **perception** [ 2 ] - 12:11, 12:12  
 11    **perfect** [ 1 ] - 60:1  
       **perform** [ 5 ] - 19:22, 21:9, 22:20, 35:17, 38:11  
 12    **performance** [ 3 ] - 38:7, 52:22, 115:15  
       **performs** [ 1 ] - 19:24  
 13    **period** [ 1 ] - 40:21  
       **Perman** [ 1 ] - 7:15  
 14    **permitted** [ 1 ] - 1:22  
       **person** [ 10 ] - 15:8, 42:7, 53:4, 56:1, 62:13, 63:7,  
 15    99:20, 104:9, 116:20  
       **personal** [ 8 ] - 25:14, 30:5, 56:9, 56:11, 56:13,  
 16    56:16, 56:21, 57:5  
       **personally** [ 5 ] - 5:5, 25:4, 30:15, 38:14, 119:9  
 17    **personnel** [ 2 ] - 22:16, 26:10  
       **perspective** [ 2 ] - 69:24, 70:1  
 18    **phase** [ 1 ] - 59:24  
       **phone** [ 1 ] - 93:1  
 19    **physician** [ 27 ] - 5:18, 9:23, 10:3, 14:7, 15:10,  
       19:17, 27:22, 38:6, 42:5, 48:22, 49:3, 49:12,  
 20    49:15, 49:18, 49:24, 50:6, 51:14, 51:17, 51:18,  
       82:3, 82:5, 84:3, 84:4, 84:9, 85:3, 103:16  
 21    **physician's** [ 2 ] - 14:14, 49:8  
       **physicians** [ 22 ] - 12:8, 12:14, 15:4, 15:24, 20:25,  
 22    27:18, 27:19, 33:17, 33:24, 34:17, 34:22, 35:17,  
       38:8, 43:23, 49:13, 50:12, 50:22, 63:14, 63:16,  
 23    72:22, 82:17, 116:4  
       **physicians'** [ 1 ] - 86:10  
 24    **pick** [ 1 ] - 93:1  
       **piece** [ 4 ] - 33:24, 55:2, 61:4, 103:17  
 25    **place** [ 4 ] - 42:7, 61:5, 73:13, 119:8  
       **placed** [ 1 ] - 72:25

1       **plain** [ 1 ] - 62:11  
 2       **Plaintiff** [ 1 ] - 1:20  
 3       **PLAINTIFF** [ 3 ] - 1:4, 1:4, 2:6  
 4       **PLAINTIFF'S** [ 10 ] - 28:13, 63:24, 71:12, 81:12,  
 5       88:18, 90:10, 90:24, 96:2, 102:1, 104:24  
 6       **Plaintiff's** [ 10 ] - 3:10, 27:25, 64:2, 81:16,  
 7       88:21, 90:7, 91:2, 95:25, 102:4, 105:2  
 8       **plan** [ 2 ] - 67:20, 83:20  
 9       **plane** [ 6 ] - 46:22, 47:2, 47:12, 47:13, 47:22, 77:9  
 10       **platform** [ 3 ] - 53:2, 59:14, 59:25  
 11       **Plaza** [ 1 ] - 22:7  
 12       **PLLC** [ 2 ] - 1:15, 2:8  
 13       **plumbing** [ 1 ] - 26:2  
 14       **pockets** [ 1 ] - 9:13  
 15       **point** [ 7 ] - 27:17, 51:4, 54:10, 69:18, 78:6,  
 16       93:21, 108:23  
 17       **policy** [ 1 ] - 97:9  
 18       **polite** [ 1 ] - 118:3  
 19       **poor** [ 1 ] - 52:22  
 20       **poorly** [ 1 ] - 57:22  
 21       **portion** [ 6 ] - 71:15, 81:7, 84:11, 84:24, 86:17,  
 22       86:21  
 23       **portions** [ 3 ] - 71:20, 71:23, 79:1  
 24       **position** [ 30 ] - 5:23, 6:16, 6:19, 6:22, 7:1, 7:20,  
 25       9:4, 16:10, 16:11, 16:12, 16:15, 16:17, 16:21,  
       16:22, 17:3, 25:6, 25:15, 37:21, 39:22, 44:15,  
       44:17, 46:20, 56:4, 69:12, 77:16, 79:20, 94:13,  
       107:6, 112:13, 113:21  
       **possible** [ 1 ] - 76:14  
       **possibly** [ 4 ] - 45:3, 107:11, 114:8, 117:5  
       **posted** [ 1 ] - 36:5  
       **posting** [ 1 ] - 62:9  
       **practice** [ 11 ] - 18:2, 31:17, 31:23, 38:22, 40:1,  
       48:19, 48:20, 50:8, 50:9, 67:6  
       **PRACTICE** [ 1 ] - 81:11  
       **Practice** [ 6 ] - 3:15, 82:2, 82:4, 82:10, 83:5,  
       92:16  
       **practiced** [ 1 ] - 6:15  
       **practices** [ 8 ] - 20:25, 39:1, 50:5, 50:10, 72:3,  
       72:12, 80:19, 80:20  
       **predate** [ 1 ] - 110:25  
       **premise** [ 1 ] - 69:16  
       **prepare** [ 1 ] - 22:22  
       **prerogative** [ 1 ] - 108:24  
       **presence** [ 3 ] - 22:17, 22:18, 42:5  
       **PRESENT** [ 1 ] - 2:17  
       **present** [ 8 ] - 11:5, 39:9, 44:2, 52:16, 72:17,  
       105:18, 105:21, 113:21  
       **president** [ 26 ] - 5:11, 16:12, 16:23, 16:24, 17:5,  
       17:8, 22:10, 24:12, 26:13, 31:18, 36:21, 36:22,

1 37: 1, 46: 20, 48: 8, 51: 8, 55: 20, 60: 22, 61: 24,  
 2 65: 24, 79: 12, 79: 21, 87: 10, 97: 19, 117: 8, 117: 9  
 3 **President** [10] - 36: 19, 67: 10, 68: 8, 74: 16, 74: 21,  
 4 75: 4, 75: 10, 75: 14, 80: 14, 117: 21  
 5 **Press** [3] - 10: 16, 11: 8, 11: 10  
 6 **presumably** [1] - 74: 14  
 7 **pretty** [5] - 7: 9, 8: 12, 12: 5, 21: 12, 104: 3  
 8 **previous** [1] - 61: 21  
 9 **primarily** [2] - 116: 12, 116: 17  
 10 **primary** [2] - 62: 13, 116: 19  
 11 **primitive** [2] - 43: 9, 43: 10  
 12 **principals** [2] - 31: 12, 43: 17  
 13 **privacy** [1] - 114: 17  
 14 **private** [3] - 32: 8, 50: 4, 50: 9  
 15 **privilege** [3] - 80: 23, 107: 12, 114: 12  
 16 **privileged** [2] - 71: 3, 92: 4  
 17 **privileges** [2] - 43: 5, 92: 14  
 18 **probation** [6] - 73: 1, 73: 14, 73: 18, 73: 19, 73: 21,  
 19 74: 2  
 20 **problems** [2] - 59: 19, 59: 22  
 21 **procedure** [1] - 14: 4  
 22 **Procedure** [1] - 1: 23  
 23 **process** [6] - 7: 7, 15: 5, 15: 10, 20: 3, 53: 15, 55: 6  
 24 **processed** [1] - 100: 21  
 25 **processes** [1] - 95: 12  
**product** [2] - 114: 13, 114: 14  
**production** [1] - 64: 7  
**professional** [1] - 100: 19  
**profit** [2] - 32: 19, 33: 25  
**program** [5] - 73: 8, 73: 18, 73: 20, 74: 1, 91: 8  
**prohibit** [1] - 98: 2  
**proper** [1] - 23: 10  
**properties** [2] - 110: 16, 110: 18  
**provide** [12] - 25: 23, 36: 11, 50: 12, 51: 16, 51: 17,  
 60: 23, 69: 7, 76: 15, 83: 22, 103: 3, 103: 15, 107: 8  
**provided** [5] - 35: 22, 42: 2, 42: 6, 98: 12, 103: 6  
**provider** [2] - 42: 5, 103: 12  
**provides** [7] - 35: 10, 35: 12, 35: 13, 36: 6, 62: 5,  
 62: 7, 69: 3  
**providing** [2] - 38: 7, 100: 17  
**provision** [2] - 66: 19, 67: 17  
**provost** [2] - 75: 8, 75: 19  
**Public** [2] - 1: 12, 119: 5  
**PUBLIC** [1] - 119: 25  
**public** [11] - 37: 2, 73: 1, 73: 6, 73: 7, 73: 11,  
 73: 21, 73: 24, 86: 15, 87: 13, 98: 8, 116: 22  
**publicly** [2] - 73: 9, 99: 18  
**publish** [4] - 18: 5, 18: 7, 18: 9, 18: 10  
**pull** [2] - 8: 6, 77: 13  
**Purchase** [1] - 3: 11

1       **PURCHASE** [ 1 ] - 28:12  
       **purchased** [ 1 ] - 31:18  
 2       **purchases** [ 1 ] - 80:19  
       **purchasing** [ 1 ] - 77:10  
 3       **purpose** [ 11 ] - 33:25, 45:4, 45:5, 46:11, 47:4,  
       69:18, 70:2, 72:2, 86:11, 98:7  
 4       **purposes** [ 2 ] - 1:21, 46:11  
       **PURPOSES** [ 10 ] - 28:14, 63:24, 71:12, 81:13, 88:18,  
 5       90:10, 90:24, 96:3, 102:2, 104:24  
       **pursuant** [ 7 ] - 1:18, 4:9, 64:21, 65:1, 67:15,  
 6       83:19, 83:20  
       **push** [ 1 ] - 8:6  
 7       **Put** [ 1 ] - 89:2  
       **put** [ 4 ] - 5:1, 35:19, 50:8, 53:13

## Q

9  
 10       **qualifications** [ 1 ] - 66:21  
       **qualified** [ 1 ] - 42:6  
 11       **quality** [ 6 ] - 13:1, 13:8, 13:16, 13:22, 72:7,  
       72:18  
       **questions** [ 5 ] - 5:3, 21:1, 69:16, 80:10, 81:23  
 12       **quickly** [ 1 ] - 95:18  
       **quit** [ 1 ] - 77:24  
 13       **quite** [ 2 ] - 9:11, 101:20  
       **quiz** [ 1 ] - 89:17  
 14       **quote** [ 1 ] - 13:10

## R

15  
 16       **radiation** [ 5 ] - 6:18, 6:24, 7:2, 9:9, 16:8  
       **radiology** [ 2 ] - 9:4, 9:7  
 17       **raise** [ 2 ] - 15:12, 15:15  
       **RANDALL** [ 6 ] - 1:7, 1:10, 2:15, 3:2, 4:23, 118:11  
 18       **Randall** [ 22 ] - 4:6, 4:21, 5:5, 5:17, 16:6, 27:24,  
       28:19, 32:3, 33:21, 54:20, 66:7, 71:14, 71:16,  
 19       81:15, 81:18, 87:25, 89:21, 96:13, 100:16, 102:16,  
       105:11, 107:18  
 20       **Randall's** [ 1 ] - 5:11  
       **Randy** [ 1 ] - 7:10  
 21       **range** [ 1 ] - 20:14  
       **rate** [ 2 ] - 8:20, 8:22  
 22       **rather** [ 1 ] - 33:8  
       **reach** [ 1 ] - 7:8  
 23       **reached** [ 1 ] - 87:7  
       **read** [ 14 ] - 1:19, 64:15, 67:2, 71:23, 83:14,  
 24       84:19, 84:20, 84:21, 88:23, 91:3, 99:17, 105:12,  
       113:9  
 25       **reads** [ 1 ] - 84:12  
       **ready** [ 1 ] - 89:21

1       **real** [3] - 27:6, 110:24, 111:13  
 2       **realized** [2] - 57:7, 57:10  
 3       **really** [11] - 8:12, 15:1, 40:7, 42:22, 58:25,  
 4       59:1, 78:24, 88:25, 100:21, 103:10, 111:24  
 5       **reason** [9] - 7:18, 10:24, 40:23, 52:21, 56:6,  
 6       57:3, 72:8, 77:22, 77:25  
 7       **reasons** [6] - 7:18, 40:24, 52:21, 57:3, 77:22,  
 8       78:1  
 9       **reass** [1] - 93:25  
 10       **reassigned** [5] - 92:20, 93:2, 93:7, 93:25, 94:20  
 11       **reassignment** [2] - 92:14, 95:10  
 12       **rebuffered** [2] - 7:12, 7:16  
 13       **receivable** [1] - 115:7  
 14       **receive** [9] - 27:12, 83:18, 96:19, 114:23, 115:2,  
 15       115:8, 115:11, 115:14, 116:6  
 16       **received** [6] - 49:3, 85:16, 115:4, 115:8, 115:19  
 17       **receiving** [1] - 84:9  
 18       **recent** [3] - 10:8, 70:8, 70:10  
 19       **recently** [3] - 7:20, 16:19, 37:1  
 20       **Recently** [1] - 48:1  
 21       **recess** [4] - 54:14, 96:6, 100:11, 107:23  
 22       **recollection** [7] - 20:11, 30:9, 30:11, 44:13,  
 23       46:13, 117:4, 117:6  
 24       **recommend** [1] - 15:3  
 25       **record** [26] - 4:2, 5:2, 28:6, 28:7, 28:11, 28:16,  
 37:24, 41:23, 42:14, 48:6, 54:16, 64:17, 67:3,  
 71:24, 83:15, 87:14, 89:4, 89:5, 98:9, 98:13,  
 100:13, 105:3, 107:25, 115:2, 118:7, 119:14  
**recording** [1] - 1:13  
**records** [17] - 39:5, 47:2, 47:5, 47:8, 76:5,  
 76:11, 76:15, 77:7, 87:22, 96:15, 96:19, 96:25,  
 97:6, 113:23, 114:2, 114:16  
**RECORDS** [1] - 96:1  
**Records** [1] - 3:20  
**recruited** [3] - 6:23, 7:6, 34:17  
**recruitment** [4] - 7:7, 7:12, 34:19, 34:23  
**recruitments** [1] - 8:5  
**redaction** [1] - 71:2  
**reduced** [2] - 29:11, 119:13  
**referred** [3] - 64:23, 65:2, 78:5  
**referring** [1] - 10:4  
**refers** [1] - 41:25  
**reflect** [2] - 13:15, 57:11  
**refunded** [1] - 36:2  
**regard** [3] - 11:24, 13:7, 53:18  
**regarding** [2] - 3:19, 117:13  
**region** [1] - 14:23  
**regular** [3] - 22:17, 22:18, 89:7  
**regularly** [1] - 22:18  
**regulations** [1] - 19:20

1        **reimbursed** [ 1 ] - 19:19  
2        **reimbursement** [ 1 ] - 19:16  
3        **reimbursements** [ 1 ] - 19:18  
4        **reinstated** [ 3 ] - 94:25, 95:15, 95:17  
5        **reiterate** [ 1 ] - 101:15  
6        **relate** [ 2 ] - 14:3, 27:16  
7        **related** [ 1 ] - 27:15  
8        **relates** [ 3 ] - 49:4, 49:6, 76:24  
9        **relationship** [ 21 ] - 9:5, 9:13, 9:14, 9:16, 9:17,  
10        14:15, 14:17, 18:25, 27:16, 33:17, 55:4, 68:14,  
11        75:9, 75:18, 108:15, 108:24, 109:13, 109:17,  
12        109:19, 109:23, 111:21  
13        **relationships** [ 1 ] - 25:14  
14        **Relative** [ 1 ] - 13:24  
15        **relative** [ 10 ] - 14:4, 14:5, 33:2, 35:22, 52:4,  
16        53:20, 73:7, 79:19, 115:5, 115:15  
17        **relatively** [ 2 ] - 7:20, 10:8  
18        **relayed** [ 1 ] - 93:18  
19        **release** [ 1 ] - 114:15  
20        **relied** [ 2 ] - 45:2, 93:17  
21        **rely** [ 2 ] - 35:2, 111:19  
22        **relying** [ 1 ] - 94:2  
23        **remarks** [ 1 ] - 53:17  
24        **remedy** [ 1 ] - 60:25  
25        **remember** [ 9 ] - 20:14, 20:15, 30:12, 30:21, 31:15,  
      47:20, 80:17, 91:19, 99:16  
      **rents** [ 2 ] - 110:16, 110:17  
      **replace** [ 2 ] - 12:13, 16:25  
      **replaced** [ 1 ] - 12:10  
      **report** [ 7 ] - 38:21, 38:25, 41:11, 41:15, 41:18,  
      75:17, 113:18  
      **reported** [ 3 ] - 41:16, 41:17, 113:5  
      **Reporter** [ 1 ] - 1:11  
      **reporter** [ 1 ] - 4:3  
      **REPORTER'S** [ 1 ] - 3:6  
      **reporting** [ 2 ] - 75:9, 75:18  
      **reports** [ 2 ] - 20:25, 69:8  
      **represent** [ 1 ] - 4:15  
      **request** [ 10 ] - 34:18, 77:1, 96:15, 96:20, 96:25,  
      97:3, 97:7, 98:18, 114:4  
      **Request** [ 1 ] - 3:20  
      **requested** [ 1 ] - 119:17  
      **requests** [ 9 ] - 76:5, 76:11, 76:16, 76:19, 76:22,  
      77:5, 97:10, 113:24, 114:2  
      **REQUESTS** [ 1 ] - 96:1  
      **require** [ 1 ] - 42:4  
      **requirement** [ 1 ] - 44:8  
      **requires** [ 1 ] - 43:12  
      **research** [ 1 ] - 32:5  
      **residency** [ 5 ] - 6:11, 73:8, 73:18, 73:20, 74:1

1       **residents** [ 1 ] - 73:10  
 2       **resource** [ 1 ] - 25:17  
 3       **Resources** [ 1 ] - 60:8  
 4       **resources** [ 3 ] - 25:18, 25:21, 25:22  
 5       **respect** [ 18 ] - 13:19, 14:13, 17:16, 36:16, 37:8,  
 6       38:21, 52:6, 53:4, 59:18, 70:14, 75:21, 78:14,  
 7       83:25, 87:7, 97:9, 98:18, 110:9, 114:2  
 8       **respond** [ 4 ] - 76:15, 76:19, 76:21, 99:12  
 9       **responded** [ 1 ] - 99:20  
 10       **responding** [ 2 ] - 76:10, 77:5  
 11       **response** [ 5 ] - 20:9, 63:6, 79:4, 99:18, 99:23  
 12       **responses** [ 1 ] - 7:25  
 13       **responsibility** [ 3 ] - 27:20, 33:12, 75:7  
 14       **responsible** [ 3 ] - 76:9, 76:17, 77:4  
 15       **restate** [ 1 ] - 54:4  
 16       **RESTATED** [ 1 ] - 101:24  
 17       **Restated** [ 1 ] - 3:21  
 18       **resulted** [ 1 ] - 51:21  
 19       **results** [ 2 ] - 10:17, 115:14  
 20       **resume** [ 3 ] - 24:7, 24:9, 24:19  
 21       **retail** [ 1 ] - 49:13  
 22       **retaining** [ 2 ] - 72:7, 72:18  
 23       **retired** [ 1 ] - 44:17  
 24       **retrace** [ 1 ] - 101:11  
 25       **return** [ 1 ] - 35:8  
       **revenue** [ 3 ] - 60:18, 61:3, 61:14  
       **revenues** [ 1 ] - 48:21  
       **review** [ 10 ] - 19:21, 28:20, 66:6, 66:8, 68:17,  
       68:23, 81:21, 90:12, 96:13, 102:17  
       **Revised** [ 2 ] - 64:22, 65:2  
       **Rick** [ 2 ] - 39:19, 40:25  
       **rld** [ 1 ] - 12:3  
       **right-hand** [ 1 ] - 82:24  
       **rights** [ 2 ] - 84:5, 90:1  
       **ring** [ 1 ] - 79:25  
       **rings** [ 1 ] - 99:18  
       **Roger** [ 2 ] - 106:10, 106:14  
       **Roman** [ 1 ] - 83:13  
       **Ronda** [ 2 ] - 62:15, 63:9  
       **room** [ 2 ] - 30:24, 58:11  
       **roughly** [ 1 ] - 23:5  
       **Rowland** [ 2 ] - 7:10, 7:13  
       **rule** [ 2 ] - 80:5, 80:7  
       **Rules** [ 1 ] - 1:22  
       **ruling** [ 3 ] - 69:25, 70:10, 70:12  
       **run** [ 2 ] - 37:11, 79:5  
       **running** [ 1 ] - 12:15  
       **RVU** [ 2 ] - 14:14, 14:16  
       **RVU's** [ 6 ] - 13:19, 13:21, 13:23, 13:24, 14:1,  
       14:13

## S

1  
2  
3 **sake** [1] - 85:19  
4 **salaries** [10] - 14:18, 14:21, 15:1, 15:2, 15:9,  
63:20, 72:4, 85:12, 85:17, 86:7  
5 **salary** [5] - 56:8, 63:21, 84:25, 85:1, 85:7  
6 **sale** [1] - 28:24  
7 **satisfaction** [1] - 9:24  
8 **satisfied** [2] - 10:7, 10:9  
9 **saving** [1] - 61:12  
10 **scene** [1] - 103:12  
11 **schedule** [2] - 23:3, 102:12  
12 **scholarship** [1] - 114:16  
13 **school** [2] - 6:8, 7:14  
14 **scores** [2] - 9:24, 10:3  
15 **Scott** [2] - 106:9, 106:15  
16 **scuttlebutt** [2] - 113:14, 113:17  
17 **seal** [1] - 119:22  
18 **search** [2] - 7:11, 24:21  
19 **second** [2] - 8:7, 88:21  
20 **secretary** [1] - 82:14  
21 **Section** [2] - 64:22, 66:10  
22 **section** [3] - 66:15, 66:23, 69:15  
23 **see** [11] - 8:10, 18:25, 63:12, 66:23, 70:4, 71:3,  
72:21, 82:25, 84:11, 95:6, 99:18  
24 **seek** [1] - 92:4  
25 **seem** [2] - 7:23, 86:11  
**segregate** [1] - 77:3  
**segues** [1] - 13:18  
**select** [1] - 20:4  
**self** [2] - 18:10, 83:2  
**self-explanatory** [1] - 83:2  
**self-nominate** [1] - 18:10  
**seminars** [1] - 101:3  
**send** [1] - 26:3  
**sense** [5] - 9:25, 12:9, 13:10, 59:1  
**sent** [2] - 35:20, 89:6  
**sentence** [5] - 66:25, 67:3, 72:9, 83:15, 84:12  
**separate** [2] - 46:22, 50:21  
**separately** [1] - 46:21  
**September** [4] - 90:18, 90:19, 91:2, 119:19  
**seq** [1] - 64:22  
**serve** [3] - 16:21, 16:23, 18:8  
**service** [8] - 14:4, 32:5, 35:10, 35:23, 38:11,  
42:1, 42:5, 42:6  
**services** [21] - 35:12, 35:13, 35:16, 35:17, 35:19,  
37:13, 42:4, 49:16, 50:12, 51:14, 51:16, 60:23,  
66:20, 67:18, 67:19, 72:2, 84:23, 103:4, 103:5,  
103:16, 104:15



1 **Services** [66] - 4:21, 5:6, 5:9, 16:2, 16:12, 18:4,  
 26:9, 27:3, 27:12, 31:6, 32:6, 32:15, 33:6, 33:16,  
 2 34:2, 34:11, 34:21, 35:9, 37:19, 39:23, 41:12,  
 41:19, 44:25, 45:7, 45:22, 45:24, 48:1, 49:6,  
 3 49:7, 50:1, 50:5, 52:14, 55:13, 60:23, 60:24,  
 61:20, 62:24, 63:13, 64:24, 67:18, 68:1, 69:3,  
 4 69:12, 69:14, 69:21, 75:23, 76:6, 76:10, 85:14,  
 86:8, 86:16, 87:2, 87:18, 87:21, 88:8, 88:15,  
 5 99:24, 103:7, 109:20, 110:10, 111:22, 112:1,  
 113:1, 113:6, 113:22, 114:1  
 6 **set** [4] - 13:13, 15:2, 83:23, 119:21  
**sets** [2] - 15:9, 15:23  
 7 **Setser** [3] - 41:8, 41:10, 41:11  
**setting** [2] - 14:25, 104:20  
 8 **settlement** [2] - 87:6, 87:17  
**seven** [1] - 20:2  
 9 **several** [2] - 77:14, 111:8  
**shall** [3] - 67:10, 83:24, 84:12  
 10 **share** [3] - 25:12, 98:3, 115:20  
**shared** [3] - 94:8, 104:1, 115:24  
 11 **shares** [2] - 75:6, 75:7  
**sharing** [1] - 94:7  
 12 **Short** [1] - 98:15  
**shortly** [1] - 7:13  
 13 **show** [2] - 27:3, 64:1  
**shows** [1] - 105:17  
 14 **side** [15] - 35:18, 49:1, 53:6, 57:20, 57:21,  
 57:22, 57:25, 58:2, 58:3, 59:12, 62:18, 63:10,  
 15 80:9  
**sign** [2] - 82:6, 87:11  
 16 **signature** [1] - 30:1  
**signed** [9] - 29:4, 29:7, 29:23, 55:17, 82:10,  
 17 112:20, 112:21, 119:18  
**significant** [3] - 8:11, 8:16, 8:19  
 18 **signs** [1] - 82:8  
**similar** [1] - 65:19  
 19 **simply** [1] - 42:19  
**single** [1] - 111:3  
 20 **sit** [1] - 18:17  
**situation** [3] - 12:19, 61:19, 94:5  
 21 **situations** [5] - 11:18, 50:11, 50:14, 76:16,  
 107:10  
 22 **six** [4] - 18:15, 20:2, 20:13, 76:4  
**skull** [1] - 64:12  
 23 **slate** [1] - 18:5  
**slot** [1] - 74:22  
 24 **slow** [1] - 89:1  
**smaller** [1] - 21:8  
 25 **Soarian** [8] - 59:15, 59:18, 60:7, 61:9, 61:11,  
 61:15, 61:16, 61:19

1       **sole** [1] - 86:9  
 2       **solely** [1] - 55:3  
 3       **solicit** [1] - 18:7  
 4       **someone** [6] - 5:22, 23:8, 41:19, 99:12, 99:23,  
 5       117:22  
 6       **sometime** [1] - 78:10  
 7       **sometimes** [3] - 23:4, 50:22, 117:10  
 8       **soon** [1] - 7:9  
 9       **sorry** [1] - 66:2  
 10       **sort** [7] - 21:1, 22:12, 22:13, 56:22, 57:19, 57:21  
 11       **sorts** [1] - 31:22  
 12       **sources** [1] - 101:19  
 13       **southeastern** [1] - 14:23  
 14       **speaking** [3] - 49:25, 57:13, 76:13  
 15       **specialty** [1] - 41:4  
 16       **specific** [4] - 30:8, 30:11, 51:14, 59:17  
 17       **specifically** [7] - 13:25, 25:12, 36:23, 54:1,  
 18       92:22, 104:6, 116:11  
 19       **spectrum** [2] - 116:14, 116:17  
 20       **speculation** [1] - 78:4  
 21       **speculative** [1] - 103:10  
 22       **spring** [1] - 10:12  
 23       **Staff** [2] - 3:23, 105:14  
 24       **STAFF** [1] - 104:22  
 25       **stamp** [2] - 64:10, 64:11  
       **stand** [2] - 37:5, 116:21  
       **Stark** [2] - 35:1, 35:5  
       **start** [1] - 40:17  
       **started** [1] - 59:7  
       **state** [2] - 4:15, 103:12  
       **State** [3] - 1:12, 111:23, 119:5  
       **STATE** [2] - 119:1, 119:25  
       **statement** [4] - 37:2, 37:5, 116:22, 117:17  
       **statements** [1] - 69:5  
       **states** [2] - 103:4, 103:6  
       **stating** [4] - 49:20, 55:12, 84:16, 112:19  
       **status** [1] - 32:19  
       **Statutes** [2] - 64:23, 65:2  
       **statutory** [1] - 64:21  
       **stayed** [1] - 6:22  
       **stenotype** [1] - 119:12  
       **step** [2] - 32:1, 58:19  
       **Stevens** [2] - 106:9, 106:15  
       **still** [10] - 8:14, 8:17, 47:22, 59:19, 65:5,  
       65:10, 85:4, 94:22, 100:18, 116:21  
       **stock** [2] - 33:23, 33:24  
       **STOLL** [1] - 2:13  
       **stop** [1] - 35:14  
       **Strang** [1] - 77:15  
       **Street** [5] - 1:15, 2:4, 2:9, 2:13, 4:6

1       **strictly** [3] - 14:6, 48:22, 49:21  
 2       **structured** [1] - 14:21  
 3       **stuck** [1] - 12:18  
 4       **study** [3] - 10:4, 11:9, 13:6  
 5       **Sturgill** [1] - 1:14  
 6       **STURGILL, TURNER, BARKER** [1] - 2:8  
 7       **styled** [1] - 4:10  
 8       **subject** [5] - 34:21, 67:4, 113:23, 114:4, 114:7  
 9       **submit** [2] - 24:7, 35:23  
 10       **submitted** [4] - 19:17, 36:10, 38:2, 38:5  
 11       **Subsection** [1] - 83:14  
 12       **subsidiary** [1] - 67:15  
 13       **substantial** [1] - 84:24  
 14       **substantially** [2] - 9:18, 9:20  
 15       **suffered** [1] - 9:18  
 16       **suggested** [2] - 35:3, 35:4  
 17       **Suite** [4] - 1:15, 2:4, 2:9, 2:13  
 18       **sum** [3] - 28:22, 113:21  
 19       **summation** [1] - 28:22  
 20       **supervising** [1] - 22:13  
 21       **supervision** [1] - 38:17  
 22       **supervisory** [1] - 75:7  
 23       **supplies** [2] - 19:18, 28:25  
 24       **supply** [1] - 25:17  
 25       **Support** [1] - 57:25  
       **support** [21] - 25:10, 31:20, 32:20, 32:23, 33:13,  
       33:25, 45:6, 45:15, 49:18, 53:5, 53:8, 53:9, 55:3,  
       55:5, 57:21, 59:12, 69:19, 70:2, 86:5, 91:8,  
       117:15  
       **supported** [1] - 36:10  
       **supports** [1] - 84:25  
       **supposed** [2] - 40:5, 81:23  
       **Surgery** [2] - 92:21, 100:25  
       **surrendering** [1] - 84:4  
       **surrenders** [1] - 84:16  
       **survey** [3] - 10:11, 10:15, 10:17  
       **Susan** [1] - 106:14  
       **swear** [3] - 11:11, 11:13, 11:15  
       **swearing** [1] - 11:14  
       **sworn** [2] - 4:24, 119:10  
       **system** [3] - 59:19, 59:25, 60:4  
       **systematically** [1] - 10:9

---

**T**


---

23  
 24       **TAKEN** [1] - 1:3  
 25       **tangential** [1] - 52:7  
       **tape** [1] - 54:9  
       **Tape** [2] - 54:16, 96:8  
       **team** [2] - 99:25, 100:1

1     **TECHNICIAN** [ 13 ] - 4 : 1, 28 : 9, 28 : 15, 54 : 12, 54 : 15,  
2     66 : 1, 96 : 4, 96 : 7, 100 : 9, 100 : 12, 107 : 21, 107 : 24,  
3     118 : 5  
4     **Technology** [ 1 ] - 52 : 24  
5     **ten** [ 1 ] - 9 : 15  
6     **tend** [ 1 ] - 77 : 1  
7     **Tennessee** [ 1 ] - 80 : 4  
8     **tense** [ 1 ] - 45 : 11  
9     **tenure** [ 5 ] - 26 : 13, 31 : 18, 51 : 7, 65 : 23, 111 : 1  
10    **tenured** [ 2 ] - 94 : 12, 94 : 13  
11    **term** [ 3 ] - 43 : 7, 78 : 12, 90 : 22  
12    **terms** [ 7 ] - 9 : 21, 30 : 19, 32 : 25, 61 : 12, 78 : 10,  
13    100 : 16, 102 : 25  
14    **testified** [ 1 ] - 4 : 25  
15    **testifying** [ 1 ] - 119 : 18  
16    **testimony** [ 3 ] - 49 : 5, 119 : 12, 119 : 15  
17    **TESTIMONY** [ 1 ] - 119 : 21  
18    **THE** [ 16 ] - 4 : 1, 28 : 9, 28 : 15, 54 : 11, 54 : 12, 54 : 15,  
19    66 : 1, 71 : 10, 89 : 13, 96 : 4, 96 : 7, 100 : 9, 100 : 12,  
20    107 : 21, 107 : 24, 118 : 5  
21    **themselves** [ 1 ] - 4 : 15  
22    **thereafter** [ 1 ] - 7 : 14  
23    **therefore** [ 1 ] - 25 : 12  
24    **THEREUPON** [ 1 ] - 118 : 10  
25    **they've** [ 2 ] - 12 : 2, 20 : 1  
26    **thinking** [ 1 ] - 8 : 25  
27    **thousands** [ 1 ] - 101 : 9  
28    **three** [ 3 ] - 9 : 17, 23 : 3, 91 : 14  
29    **throw** [ 2 ] - 72 : 21, 95 : 8  
30    **Tillett** [ 4 ] - 52 : 11, 52 : 13, 78 : 5, 78 : 6  
31    **title** [ 3 ] - 23 : 10, 105 : 13, 109 : 4  
32    **titles** [ 1 ] - 82 : 11  
33    **today** [ 5 ] - 52 : 9, 101 : 12, 105 : 23, 110 : 8, 113 : 4  
34    **together** [ 3 ] - 50 : 8, 57 : 23, 58 : 6  
35    **tone** [ 2 ] - 7 : 24, 53 : 17  
36    **took** [ 2 ] - 95 : 11, 102 : 6  
37    **top** [ 2 ] - 74 : 22, 105 : 11  
38    **topic** [ 1 ] - 94 : 5  
39    **totally** [ 2 ] - 13 : 21, 32 : 21  
40    **touched** [ 2 ] - 44 : 23, 50 : 3  
41    **transaction** [ 1 ] - 79 : 1  
42    **transactions** [ 1 ] - 27 : 15  
43    **transcription** [ 1 ] - 119 : 13  
44    **transparent** [ 4 ] - 76 : 14, 97 : 11, 114 : 3, 114 : 8  
45    **tremendous** [ 1 ] - 58 : 20  
46    **trends** [ 1 ] - 36 : 14  
47    **trial** [ 1 ] - 1 : 20  
48    **tried** [ 2 ] - 10 : 7, 60 : 3  
49    **trip** [ 1 ] - 46 : 13  
50    **Trish** [ 1 ] - 111 : 11

1       **trouble** [ 2 ] - 72: 6, 72: 8  
       **true** [ 15 ] - 9: 1, 9: 2, 22: 3, 46: 17, 69: 23, 93: 10,  
 2       97: 11, 101: 2, 113: 24, 117: 17, 117: 19, 117: 24,  
       119: 7, 119: 14  
 3       **truly** [ 1 ] - 53: 7  
       **Trustees** [ 2 ] - 32: 16, 64: 20  
 4       **truthful** [ 1 ] - 93: 17  
       **try** [ 4 ] - 13: 3, 22: 23, 47: 11, 114: 8  
 5       **trying** [ 1 ] - 109: 25  
       **tuition** [ 1 ] - 91: 8  
 6       **turn** [ 2 ] - 66: 3, 68: 16  
       **Turner** [ 1 ] - 1: 14  
 7       **turns** [ 1 ] - 53: 14  
       **two** [ 4 ] - 6: 22, 19: 4, 46: 12, 46: 14  
 8       **types** [ 1 ] - 67: 13  
       **typical** [ 1 ] - 59: 24  
 9       **typically** [ 1 ] - 73: 16

## U

11       **UK** [ 47 ] - 8: 10, 8: 13, 10: 11, 15: 18, 25: 2, 25: 11,  
 12       27: 18, 31: 21, 31: 24, 32: 2, 35: 18, 36: 13, 36: 16,  
       36: 24, 40: 25, 44: 21, 45: 15, 48: 13, 48: 15, 49: 1,  
 13       49: 7, 50: 9, 50: 12, 63: 14, 63: 16, 63: 23, 66: 19,  
       72: 5, 74: 23, 75: 1, 78: 24, 79: 2, 79: 5, 79: 11, 81: 4,  
 14       87: 4, 98: 10, 98: 15, 100: 2, 103: 3, 104: 15, 112: 20,  
       116: 11, 117: 15  
       **ultimately** [ 1 ] - 76: 17  
 15       **unaffiliated** [ 3 ] - 32: 11, 69: 22, 70: 1  
       **uncommon** [ 1 ] - 31: 21  
 16       **uncommonly** [ 1 ] - 15: 12  
       **under** [ 6 ] - 38: 17, 44: 1, 66: 10, 69: 15, 73: 18,  
 17       111: 1  
       **undercompensated** [ 1 ] - 15: 13  
 18       **underpaid** [ 1 ] - 15: 11  
       **underpayment** [ 1 ] - 36: 1  
 19       **undersigned** [ 1 ] - 119: 4  
       **understood** [ 1 ] - 12: 16  
 20       **unhappiness** [ 3 ] - 56: 9, 56: 11, 56: 17  
       **unhappy** [ 1 ] - 12: 20  
 21       **Units** [ 1 ] - 13: 24  
       **UNIVERSITY** [ 1 ] - 1: 6  
 22       **University** [ 69 ] - 4: 11, 4: 19, 5: 19, 6: 3, 6: 5, 6: 8,  
       6: 11, 6: 17, 6: 19, 6: 21, 6: 23, 6: 25, 8: 3, 8: 15,  
 23       13: 7, 15: 5, 15: 6, 25: 8, 26: 17, 31: 10, 31: 13,  
       31: 20, 31: 25, 32: 11, 32: 16, 32: 21, 32: 22, 33: 14,  
 24       33: 17, 34: 1, 35: 10, 37: 16, 45: 6, 49: 25, 51: 25,  
       55: 3, 55: 8, 62: 17, 62: 23, 63: 10, 63: 17, 64: 20,  
 25       64: 24, 67: 7, 69: 4, 69: 8, 69: 13, 69: 17, 69: 19,  
       69: 22, 70: 2, 74: 20, 82: 6, 82: 7, 83: 18, 83: 19,

1 83:21, 84:1, 84:17, 85:8, 95:12, 97:2, 109:25,  
 110:17, 111:18, 111:19, 114:19, 116:10, 117:15  
 2 **unless** [1] - 89:1  
**unrelated** [1] - 13:21  
 3 **unusual** [1] - 117:7  
**up** [8] - 24:18, 29:15, 34:20, 72:9, 93:1, 101:8,  
 4 107:20, 113:21  
**upcoding** [5] - 41:13, 41:24, 41:25, 42:10, 78:11  
 5 **Upjohn** [1] - 78:12  
**upper** [1] - 11:1  
 6 **urologist** [1] - 7:10  
**uses** [2] - 48:23, 116:13  
 7 **utility** [3] - 62:22, 62:25, 63:3

## V

9 **VA** [4] - 50:23, 50:25, 51:13, 51:18  
**valid** [1] - 92:17  
 10 **Value** [1] - 13:24  
**value** [1] - 14:4  
 11 **Vance** [4] - 26:14, 26:16, 80:12, 80:15  
**vance** [1] - 26:21  
 12 **various** [3] - 21:14, 31:22, 103:25  
**vary** [1] - 101:22  
 13 **venture** [1] - 67:16  
**version** [2] - 83:8, 83:9  
 14 **Version** [1] - 82:24  
**versus** [1] - 4:10  
 15 **vet** [1] - 25:15  
**Veteran's** [3] - 50:15, 50:16, 51:5  
 16 **vice** [3] - 16:23, 36:22, 79:12  
**Vice** [9] - 36:19, 67:10, 68:8, 74:16, 74:21, 75:4,  
 17 75:10, 75:14, 117:21  
**VIDEO** [13] - 4:1, 28:9, 28:15, 54:12, 54:15, 66:1,  
 18 96:4, 96:7, 100:9, 100:12, 107:21, 107:24, 118:5  
**video** [12] - 4:2, 28:10, 28:16, 54:13, 54:16,  
 19 96:5, 96:8, 100:10, 100:13, 107:22, 107:25, 118:6  
**Videographer** [1] - 2:18  
 20 **videographer** [1] - 4:3  
**videotape** [1] - 1:13  
 21 **viewed** [1] - 12:9  
**Vine** [4] - 1:15, 2:9, 2:13, 4:6  
 22 **violated** [1] - 35:6  
**violation** [2] - 34:25, 42:18  
 23 **violations** [1] - 42:11  
**Virginia** [2] - 6:12, 46:17  
 24 **volumes** [1] - 36:14  
**voluntarily** [1] - 114:3  
 25 **vote** [4] - 18:3, 18:11, 18:12, 33:1  
**voting** [4] - 67:25, 68:11, 105:17, 105:20

1 **VS** [ 1 ] - 1 : 5

2 **W**

3 **Wake** [ 1 ] - 6 : 17

4 **WAS** [ 10 ] - 28 : 13, 63 : 23, 71 : 11, 81 : 12, 88 : 17,  
90 : 9, 90 : 23, 96 : 1, 102 : 1, 104 : 23

5 **Washington** [ 1 ] - 88 : 12

6 **water** [ 2 ] - 26 : 2, 66 : 2

7 **Wednesday** [ 1 ] - 1 : 16

8 **week** [ 3 ] - 23 : 1, 23 : 3, 95 : 20

9 **weeks** [ 1 ] - 95 : 19

10 **welcome** [ 1 ] - 90 : 15

11 **Wendy** [ 3 ] - 75 : 15, 75 : 21, 82 : 13

12 **West** [ 5 ] - 1 : 15, 2 : 9, 2 : 13, 4 : 6, 46 : 17

13 **whatsoever** [ 3 ] - 26 : 20, 43 : 24, 88 : 5

14 **whereby** [ 1 ] - 108 : 11

15 **wherein** [ 1 ] - 44 : 7

16 **WHEREOF** [ 1 ] - 119 : 21

17 **whole** [ 2 ] - 98 : 6, 105 : 12

18 **wholly** [ 1 ] - 67 : 14

19 **wide** [ 1 ] - 17 : 24

20 **widely** [ 1 ] - 92 : 23

21 **widgets** [ 1 ] - 12 : 9

22 **willfulness** [ 1 ] - 43 : 12

23 **winner** [ 1 ] - 18 : 12

24 **winners** [ 2 ] - 18 : 13, 18 : 14

25 **wish** [ 1 ] - 107 : 11

26 **wishes** [ 1 ] - 96 : 19

27 **witness** [ 5 ] - 4 : 23, 39 : 16, 119 : 8, 119 : 15, 119 : 18

28 **WITNESS** [ 4 ] - 2 : 15, 3 : 2, 54 : 11, 89 : 13

29 **Witness** [ 2 ] - 1 : 6, 88 : 3

30 **word** [ 4 ] - 12 : 7, 34 : 6, 56 : 12, 78 : 16

31 **words** [ 3 ] - 12 : 6, 30 : 17, 84 : 15

32 **works** [ 3 ] - 37 : 16, 62 : 4, 62 : 17

33 **wrapped** [ 1 ] - 107 : 20

34 **WRIGHT** [ 2 ] - 119 : 4, 119 : 24

35 **Wright** [ 2 ] - 1 : 11, 4 : 4

36 **writing** [ 2 ] - 29 : 12, 119 : 17

37 **written** [ 3 ] - 66 : 24, 67 : 8, 83 : 19

38 **wrote** [ 1 ] - 89 : 23

39 **Y**

40 **Yang** [ 1 ] - 111 : 14

41 **year** [ 15 ] - 7 : 4, 7 : 12, 13 : 13, 13 : 14, 13 : 18, 19 : 22,  
20 : 7, 20 : 9, 20 : 12, 20 : 15, 20 : 16, 65 : 21, 65 : 22

42 **year-to-year** [ 2 ] - 65 : 21, 65 : 22

43 **years** [ 9 ] - 6 : 18, 6 : 20, 6 : 22, 9 : 15, 9 : 17, 10 : 6,  
20 : 1, 57 : 9, 77 : 15

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

**yes-or-no** [ 1 ] - 72:19  
**York** [ 1 ] - 81:25  
**you..** [ 1 ] - 88:22  
**yourself** [ 2 ] - 5:16, 97:20

**Z**

**zero** [ 1 ] - 11:18