FILED
2026 Mar-05 AM 10:00
U.S. DISTRICT COURT
N.D. OF ALABAMA

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ALABAMA
NORTHEASTERN DIVISION

HANSEL NOFFSINGER,	)	
	)	
PLAINTIFF,	)	
	)	
VS.	)	**Case No. 5:24-cv-00900-LSC**
	)	
CULLMAN REGIONAL	)	
MEDICAL CENTER, INC.,	)	
	)	
DEFENDANT.	)	

CULLMAN REGIONAL MEDICAL CENTER'S EVIDENTIARY MATERIALS IN SUPPORT OF ITS MOTION FOR SUMMARY JUDGMENT

Defendant Cullman Regional Medical Center submits the following evidentiary materials in support of its motion for summary judgment:

Exhibit #	Description
1	Declaration of Schinley Land
2	Land Declaration Ex. A: Email of 08.24.21.Patient Complaint
3	Land Declaration Ex. B: Emails of 09.07.21.Patient Complaint
4	Land Declaration Ex. C: Texts with Noffsinger
5	Land Declaration Ex. D: Texts with Courtney on bonus.05.27.21
6	Land Declaration Ex. E: 09.28.21 Texts with Courtney Noffsinger on conversation with Noffsinger

7	Land Declaration Ex. F: C. Diff. Texts
8	Land Declaration Ex. G: 02.23.22.Texts Graves Noffsinger threat
9	Land Declaration Ex. H: 05.04.21.Texts stupid Noffsinger
10	Land Declaration Ex. I: Stethescope Texts
11	Land Declaration Ex. J: MAs out to get him
12	Land Declaration Ex. K : April email charge lag
13	Land Declaration Ex. L : 08.09.21. Charge lag
14	Land Declaration Ex. M: 11.21.21. Charge lag
15	Land Declaration Ex. N: 02.28.21.Delightful Audit meeting
16	Declaration of Lisa Courtney
17	Courtney Declaration Ex. A: Text messages with Noffsinger
18	Courtney Declaration Ex. B: 06.11.21.Email to Land
19	Courtney Declaration Ex. C: VRC emails
20	Courtney Declaration Ex. D: 02.24.22. Email on patient numbers
21	Courtney Declaration Ex. E: May 2021 Texts stupid Noffsinger
22	Courtney Declaration Ex. F : DNFB emails
23	Courtney Declaration Ex. G: October audit
24	Courtney Declaration Ex. H: December transmittal of audit
25	Courtney Declaration Ex. I: December audit

26	Courtney Declaration Ex. J: Talking points for James
27	Courtney Declaration Ex. K : Patient Notice
28	Courtney Declaration Ex. L: Marketing Flyer
29	Courtney Declaration Ex. M: Marketing notice emails
30	Courtney Declaration Ex. N: Computer issues
31	Deposition of Colin Luke.10.28.25
32	Deposition of Colin Luke.10.28.25.Exhibits
33	Depo of Hansel Noffsinger, M.D.10.07.2025
34	Depo of Hansel Noffsinger, M.D.Exhibits
35	Deposition of James Clements.01.13.2026
36	Deposition of James Clements.Exhibits
37	Depo of Lisa Courtney.10.13.2025
38	Deposition of Lisa Courtney.Exhibits
39	Deposition of Nesha Donaldson.11.12.2025
40	Deposition of Nesha Donaldson.Exhibits
41	Deposition of Schinley Land.10.22.2025
42	Deposition of Schinley Land.Exhibits

Respectfully submitted this 6th day of March, 2026.

/s/ Robert C. Lockwood
Robert C. Lockwood
Attorney for Defendant Cullman Regional Medical Center

OF COUNSEL:

LOCKWOOD & ASSOCIATES, INC.
527 Fountain Row SW
Huntsville, AL 35801
Telephone: (256) 400-4522

CERTIFICATE OF SERVICE

I certify that I have served a copy of this pleading upon counsel for the Plaintiff by utilization of the Court's electronic filing system, with service to:

Allen D. Arnold
Whitney Morgan Brown
6 Office Park Circle, Suite 209
Birmingham, AL 35223

Done this the 6th day of March, 2026.

By: /s/ Robert C. Lockwood
Of Counsel

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Evid to Motion for Summary Judgment - Exhibit 2

Robert Lockwood

From: Brown, Pam
Sent: Thursday, August 26, 2021 12:53 PM
To: Courtney, Lisa
Cc: Colin Luke (colin.luke@wallerlaw.com)
Subject: RE: Confidential - Patient Exams

Lisa,
I am meeting with [redacted] on Monday at 830am as she is not available until then. She advises that another female she works with had a similar experience and wants to report. Based on Schinley's information earlier, I have additional questions for her.
My plan is to meet with her, assess next steps and develop a plan with Schinley, you and Colin.
Thanks, Pam.

From: Courtney, Lisa
Sent: Thursday, August 26, 2021 12:47 PM
To: Brown, Pam <pam.brown@cullmanregional.com>
Cc: Colin Luke (colin.luke@wallerlaw.com) <colin.luke@wallerlaw.com>
Subject: FW: Confidential - Patient Exams

Pam,

I know that you and Schinley talked today. Here is what she wrote up to me late Tuesday evening. We are still waiting on what the notes say and are talking to staff in the office to see if there was a CMA in the room. I'm copying Colin on this. Just tell me where we need to go from here.

Thanks,
Lisa

From: Land, Schinley <Schinley.Land@cullmanregional.com>
Sent: Tuesday, August 24, 2021 5:31 PM
To: Courtney, Lisa <Lisa.Courtney@cullmanregional.com>
Subject: Confidential - Patient Exams

Lisa,

As of today, I have received four, similar patient complaints regarding Dr. Noffsinger and his exams with female patients since May 2021.

- [redacted]
  - Patient saw MD as new patient. When the CMA, Whitney, called her to discuss labs, the patient asked if someone was supposed to be in the room when the doctor looked at her private parts. The CMA responded yes and directed the patient to the practice manager, Stacy Graves.
  - Stacy Graves did connect with the patient. The patient reported that she was there for neck pain and a sore in her nose. The patient said the MD talked to her for a few minutes then gave her a gown and told her to undress to her underwear. She said he left the exam room then returned a few minutes later. The patient said he did a breast exam but no one was in the room. The patient said she would not be back and did not need/want anything else from a resolution standpoint, she only wanted to make sure someone was aware of the situation.
  - Stacy made me aware of the situation. After investigation, it was determined that Whitney, the CMA was in the room. Due to the exam room structure, Whitney had walked into the room and was standing behind the physician. Unfortunately, the patient could not see her during the exam.

- On May 4th, I spoke with Dr. Noffsinger about the situation. While it was determined that this incident was appropriate, I advised that from that day forward, the provider should have a visible chaperone with him anytime he goes under outer clothing. The example was, even if he isn't doing a breast or pelvic exam but is listening for chest/breath sounds under a shirt/blouse, he should have a chaperone present for his own protection/comfort and the patents. Additionally, he should make sure he includes the chaperon's name in his visit notes for reference.
  - The practice manager has spot checked this on multiple occasions since 05/04/2021 and he has been including chaperone details in notes.

- [redacted]
  - The patient saw Dr. Noffsinger on 7/22, after the encounter, she presented to Human Resources (HR) and asked where she could file a complaint. HR directed her to me. She and I spoke in my office.
  - She reported that she had seen Dr. Noffsinger prior to 7/22. She said during the previous exam, she was lying on her back on the exam table when he pulled her shirt over her bra when he was listening to her heart. She said he pulled her bra up (from the gap of material) to put the stethoscope on her breast. She felt like her nipples were exposed when he did this. She also said he pulled her pants up-away from her midsection to press on her abdomen. She said she felt like he was doing it to see her panties.
  - [redacted] said she was uncomfortable during the exam but didn't feel comfortable confronting him about it either.
  - [redacted] came back to see Dr. Noffsinger on 7/22. She said that when she was brought back to the exam room on 7/22 by the CMA, she asked the CMA if she was going to be in the exam room with her. Sarah said she told the CMA that she didn't want to be alone with the MD.
  - [redacted] said the MD did come into the room and told her he would not be refilling her medications and that he wasn't going to see her anymore since she wasn't comfortable. Initially, I was under the impression from the patient that he verbally discharged her from the practice. However, after further inquiry, I learned from the patient that he mentioned we had Dr. Studdard, a new, female physician, starting and that our office would schedule her follow up with Dr. Studdard if the patient wished.
  - The patient is on Suboxone and other narcotics. She verbally expressed to me that she felt like Dr. Noffsinger was dismissing her as a patient and refusing to refill her medications in retaliation for her asking for the CMA to chaperone the entire visit.
  - **It is important to note, Dr. Noffsinger and I had discussed a few weeks prior to 7/22, his volume of patients on narcotics. He said what started as a few, one off patients had rapidly grown to a larger volume that he wanted to manage and he expressed a willingness to shift those patients to formal pain management programs. I agreed that this would be a good decision since the testing/requirements/follow up needed to do a formal pain management clinic was significant. For a few weeks prior to this 7/22 encounter, I was aware that he had transitioned several patients to pain management providers and did not feel his actions to her were retaliatory.

- [redacted]
  - The patient contacted me today after her 8/24/2021 visit with Dr. Noffsinger. She said she was concerned about her previous encounters with Dr. Noffsinger and was uncomfortable continuing to see him.
  - The patient reported she had seen him on at least 2 other occasions. She said she remembered on one visit, thinking the exam of where he listened to her heart was odd because he lifted her shirt to listen to her chest. She said she brushed it off. She said the next visit she recalled him not only lifting her shirt to listen to her chest but also shifted the stethoscope and put it on the outer part of her breast. She said at that point, she thought it was odd but dismissed it thinking that must be how it is done. She said today's exam was more than she was comfortable with. She said he again lifted her shirt, listening to her chest, moving to her breast and the slid his hand into her bra, touching nipples on both sides. She said she was very uncomfortable with this and did not want to ever see him as a patient again. She also stated that because she is a Cullman Regional employee, she has to see someone in our clinics but didn't want it to be him. She said that she has other co-workers that have told her they had similar experiences with Dr. Noffsinger. I did ask if a chaperone was in the room during this exam, she said no one was there any of these times but her and Dr. Noffsinger. While the notes were not completed at the time of me writing this, it does look like she has only seen him a few times over the past year. Most of which were before my 5/4/2021 conversation with the MD where I instructed him to not be without a chaperone during these or other private exams.

- [redacted]
  - One of the [redacted] for [redacted] mentioned in passing to me that she had seen Dr. Noffsinger as a patient early on. She said that she felt like he touched too much during the exam and was uncomfortable continuing her care with him so she found another doctor. She also said she had heard similar stories from others.

While 3 of the 4 of these scenarios occurred prior to the 5/4 discussion with Dr. Noffsinger, the pattern of four similar complaints in a short period of time does give me pause. After investigation, there was valid justification with the first

patient. The second patient had concerns from a previous visit but did come back for follow up care. Her biggest complaint was she felt like the medications were withheld in retaliation, which they were not. The practice manager report was a side conversation and would have also occurred before the 5/4 discussion. I would like to see if the notes from the 8/24 encounter indicate a chaperone was present and meet with the chaperone if given but in the meantime, I wanted to detail what has been shared with me to date in the event we have any additional concerns.

-schinley

Schinley Land
Executive Director of Physician Services
Cullman Regional Medical Center
PO Box 1108
Cullman, AL 35056
Phone: 205-213-7790

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Evid to Motion for Summary Judgment - Exhibit 3

Robert Lockwood

From: Land, Schinley
Sent: Tuesday, September 7, 2021 11:52 AM
To: Courtney, Lisa; Brown, Pam
Subject: Confidential: Patient / Employee Complaint

Lisa and Pam,

Please see the email stream below. As discussions with him are prepared, these concerns should also be included.

-schinley

Schinley Land
Executive Director of Physician Services
Cullman Regional Medical Center
PO Box 1108
Cullman, AL 35056
Phone: 205-213-7790

From: [redacted]
Sent: Tuesday, September 7, 2021 11:42 AM
To: Land, Schinley <Schinley.Land@cullmanregional.com>
Subject: RE: Family Care

Shinley,

Stacy reached out to me just a few minutes ago and updated my provider and made me an appointment with [redacted] had requested. She said she had noticed I had seen [redacted] a few times previously, so she is not sure why the staff was under the impression this would be an issue – she has addressed it with her staff and clarified the blurred lines of communication.

Dr. Noffsinger's staff never made me feel uncomfortable, but he has a few times. His sense of humor and the way he physically examines his patients (at least females) makes me more than a little bit uncomfortable. I've spent most of my life in and out of doctor's offices due to chronic lung and bone diseases, so it usually takes a lot to make me uncomfortable. He makes inappropriate jokes about weight, mental health, and even sex. My biggest issue with him at this point is that he wanted to take control not only of my pulmonary health in lieu of Dr. Bullard, but also of my psych med regimen that was put in place by my psychiatrist, whom I've been seeing for 6-7 years. More and more every day, I hear of my friends and colleagues mention "Dr. Noffsinger is a pretty good doctor, but I just don't know why he put me on this Adderall stuff..." or "I told Dr. Noffsinger I couldn't hardly stay awake and focused, so he wrote me a prescription for Adderall..." or "Dr. Noffsinger said I need to lose some weight so he wrote me a prescription for Adderall..." I don't trust a doctor that throws that stuff around so freely. He put my husband on it, we tried to tell him it's causing issues, it's causing rage-outs, it's causing paranoia, it's causing personality changes, it's causing problems in our marriage, and what does he do? Increases the dosage. Once we finally got a referral to a psychiatrist, he took my husband off all stimulants and added two antidepressants – quite a withdrawal that was, as you can imagine. I like Dr. Noffsinger fine, personally; professionally, he leaves much to be desired. He lacks a level of decorum and respect for his patients and their best interests.

[redacted]

CULLMAN REGIONAL

From: Land, Schinley
Sent: Tuesday, September 07, 2021 11:07 AM
To: [redacted]
Subject: RE: Family Care

[redacted]

Thank you for your email. While I appreciate Amanda trying to connect patients with their pcp, I see this is a different matter. While continuity of care care is important to identifying and treating many conditions, the patient/provider relationship is equally important. I see from your message below, you are not comfortable. Would you mind sharing your concerns with me either by email or phone? I am also glad to help your transition to another provider if that is your preference.

-schinley

Schinley Land
Executive Director of Physician Services
Cullman Regional Medical Center
PO Box 1108
Cullman, AL 35056
Phone: 205-213-7790

CULLMAN

From: [redacted]
Sent: Tuesday, September 7, 2021 10:30 AM
To: Land, Schinley <Schinley.Land@cullmanregional.com>
Subject: Family Care

Good morning,

I contacted Family Care North as a patient this morning to make an appointment with [redacted]. My PCP is currently Noffsinger but I have seen [redacted] a couple of times in the past and I really liked [redacted] plus Noffsinger had turned me away with my last upper respiratory infection saying he absolutely will not see anyone with any kind of respiratory illnesses, they have to see the nurse practitioner or another provider in the practice. Anyway, when I called, Amanda answered and I told her my name and that I needed to make an appt for today with [redacted] if any way possible. She asked if I was a patient of Dr. Noffsinger's, I replied that, for now, yes I am. She said, "Since he's your provider and he's available today, we'll have to make your appt with him." I said, "I would really rather see [redacted] if possible, is [redacted] seeing patients today?" Amanda replied, "[redacted] is, but we can only make appointments with your own provider." I said, "Ok, so how do I change my provider to [redacted]?" She said, "Ummmm, you would need to come in to today's appointment with Dr. Noffsinger and then my manager can update your paperwork for whichever provider you choose..." I replied, "I don't want to see Noffsinger again, it's personal, he made me very uncomfortable the last time I saw him, so I guess I'll just go wait in line at urgent care or something. Thanks anyway." I'm confused – [redacted]

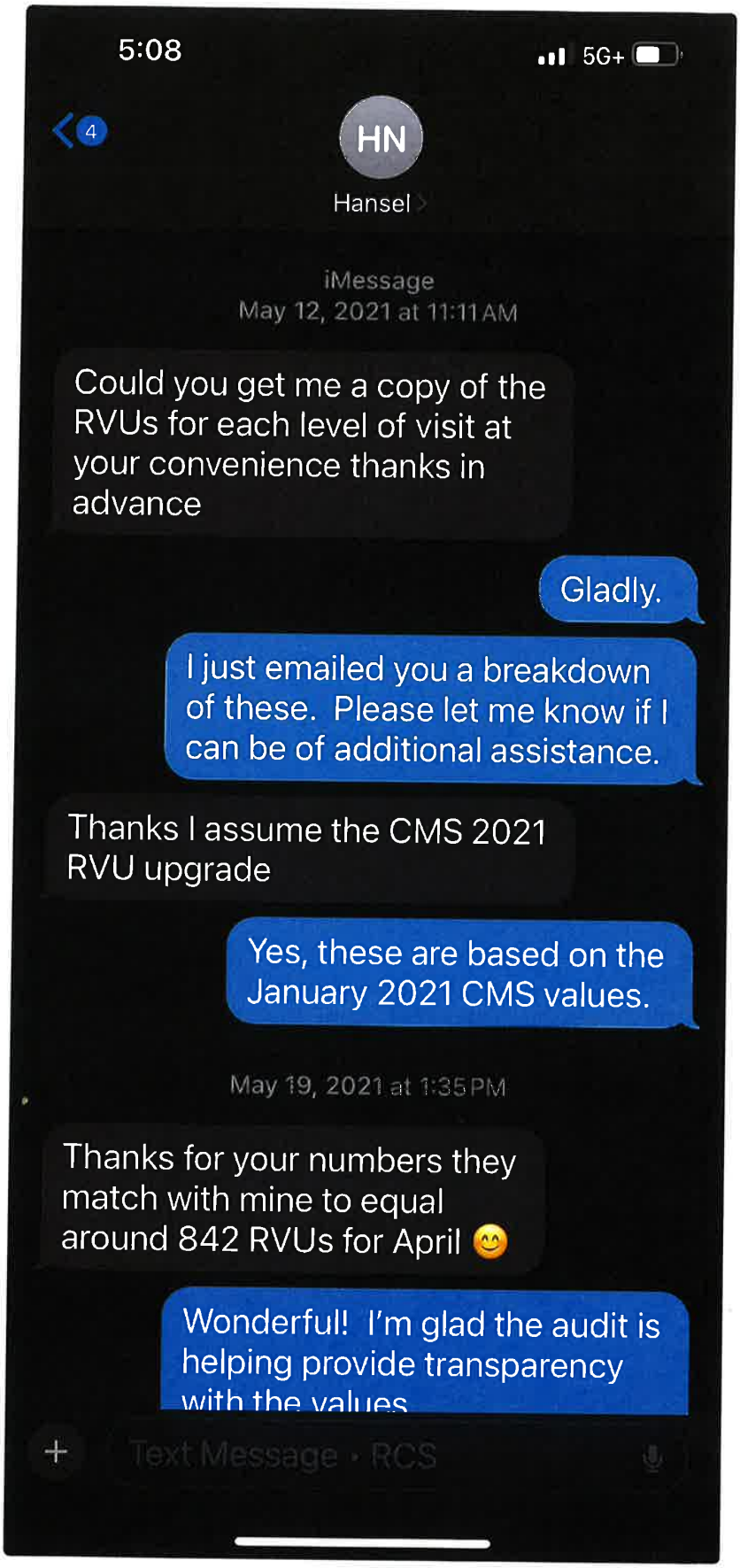
[redacted] of a doctor? Like, how can [redacted] technically be my "primary provider" and why are they monopolizing which provider patients are allowed to see? It seems to me that if this kind of thing is happening often, they're likely driving patients away.

[redacted]

CULLMAN REGIONAL

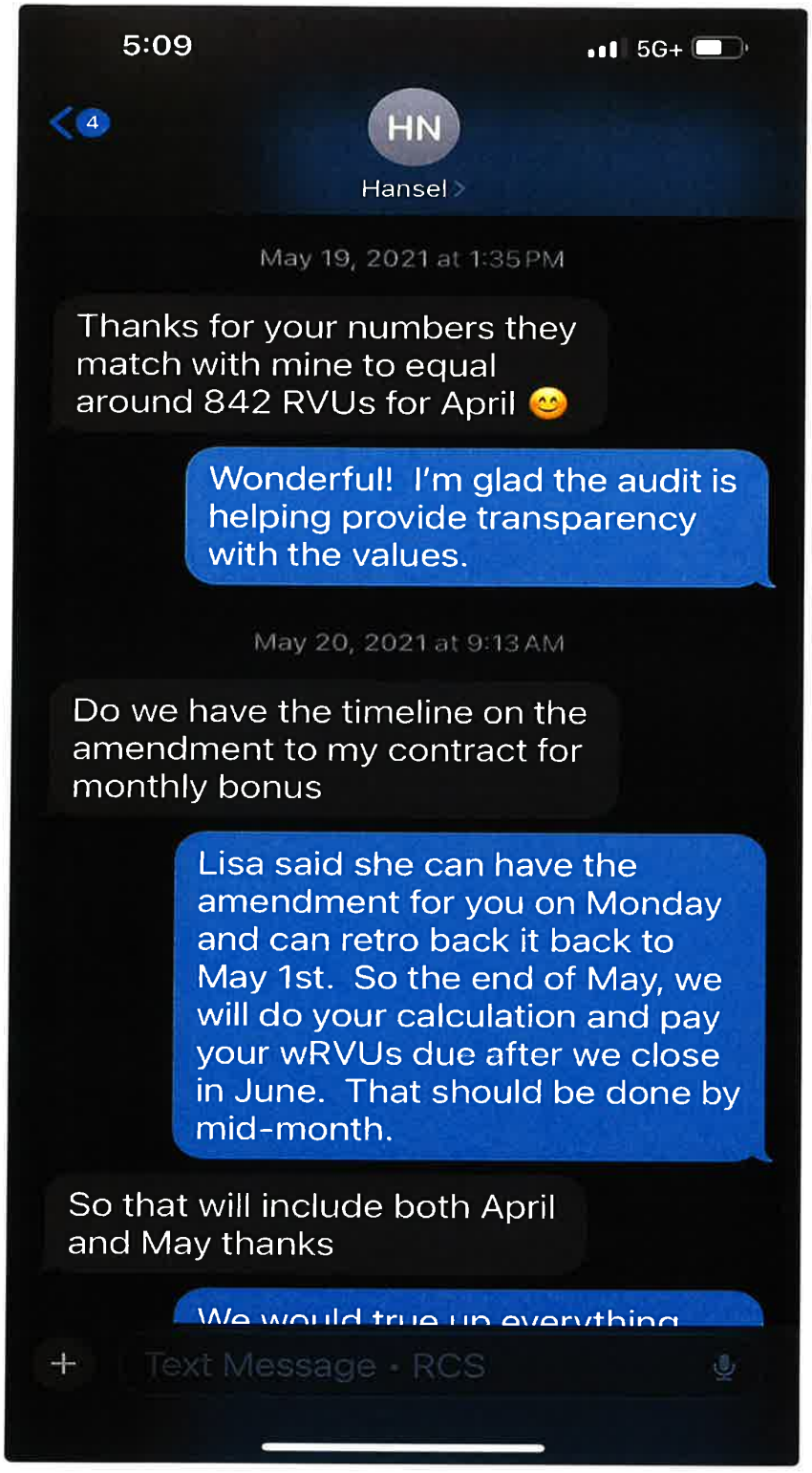
Evid to Motion for Summary Judgment - Exhibit 4

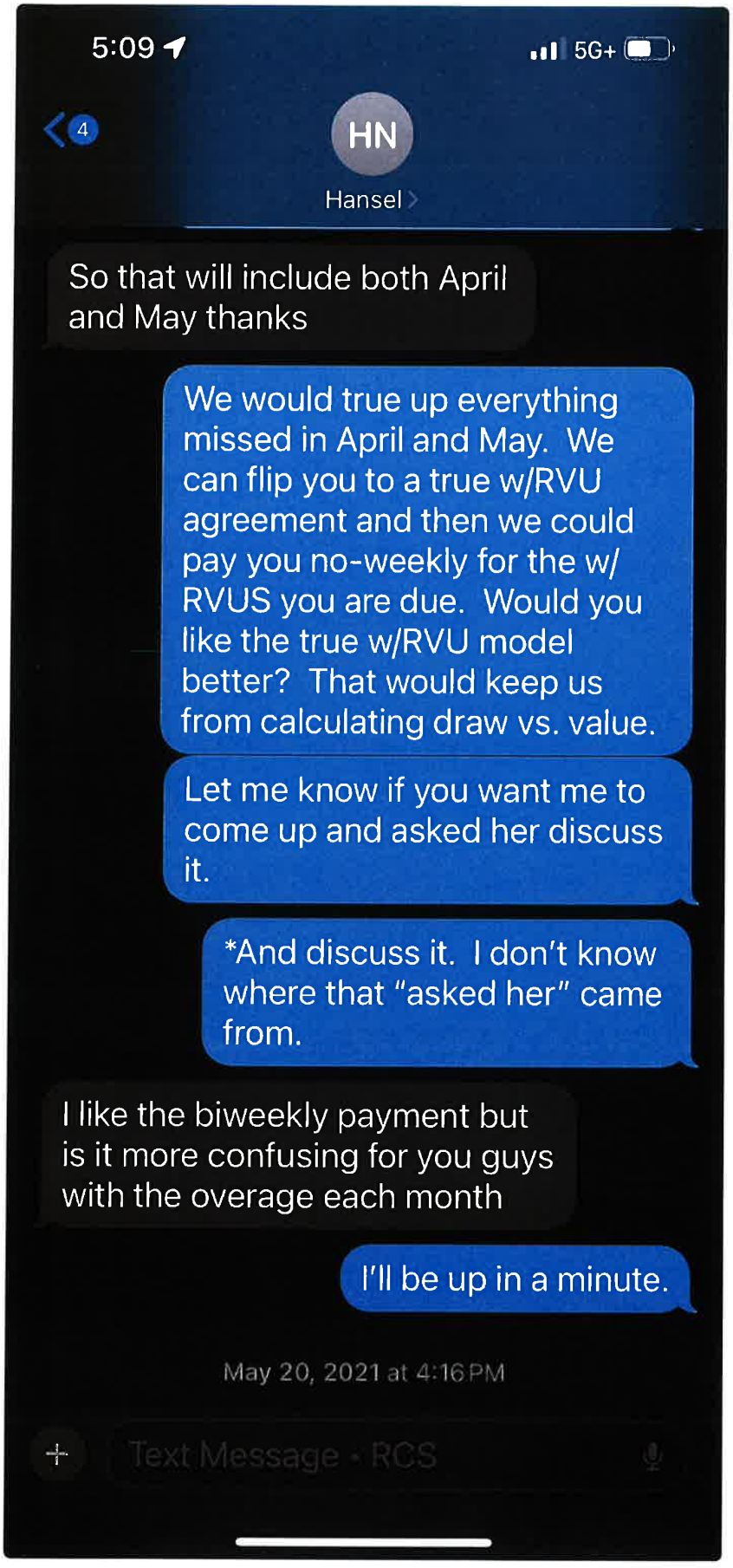
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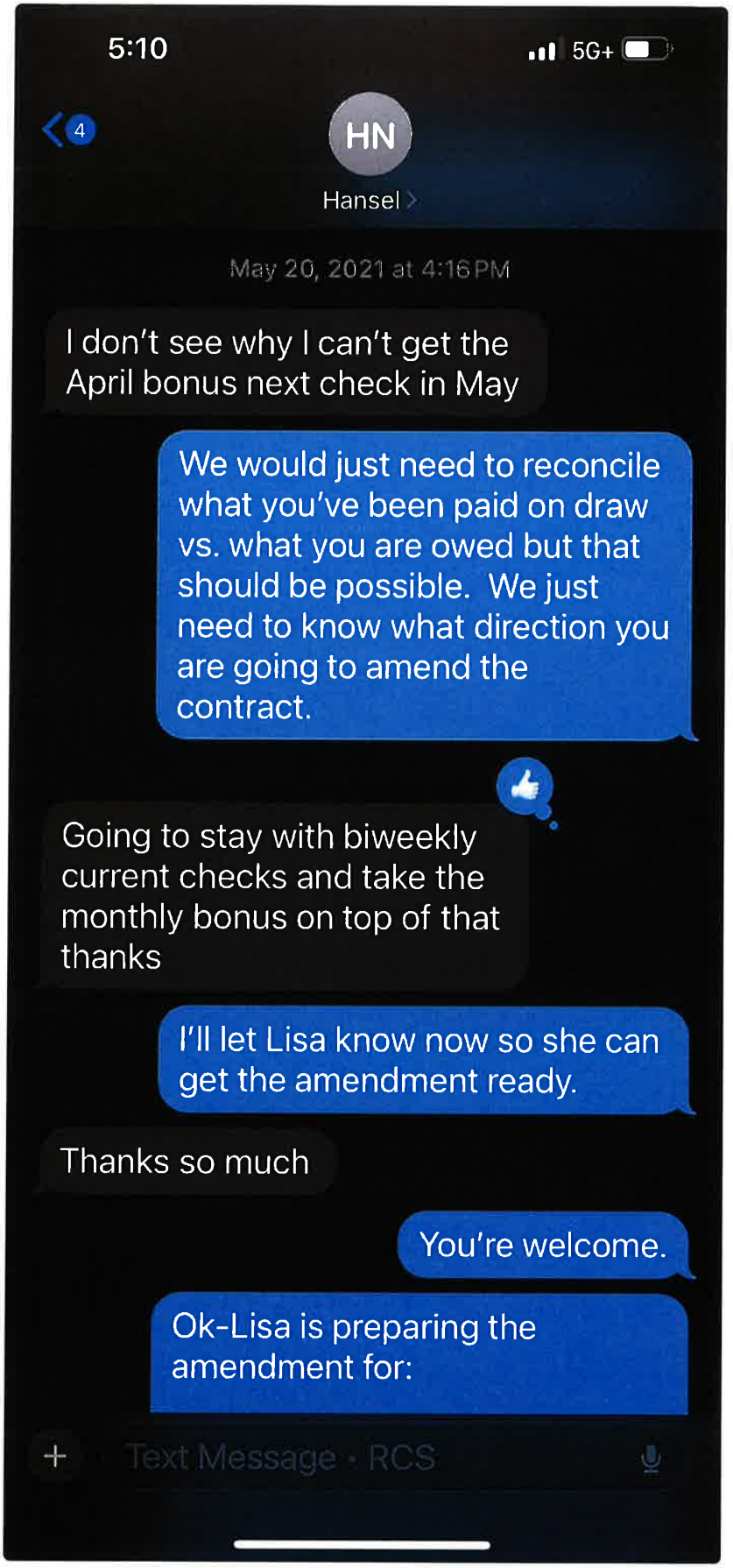


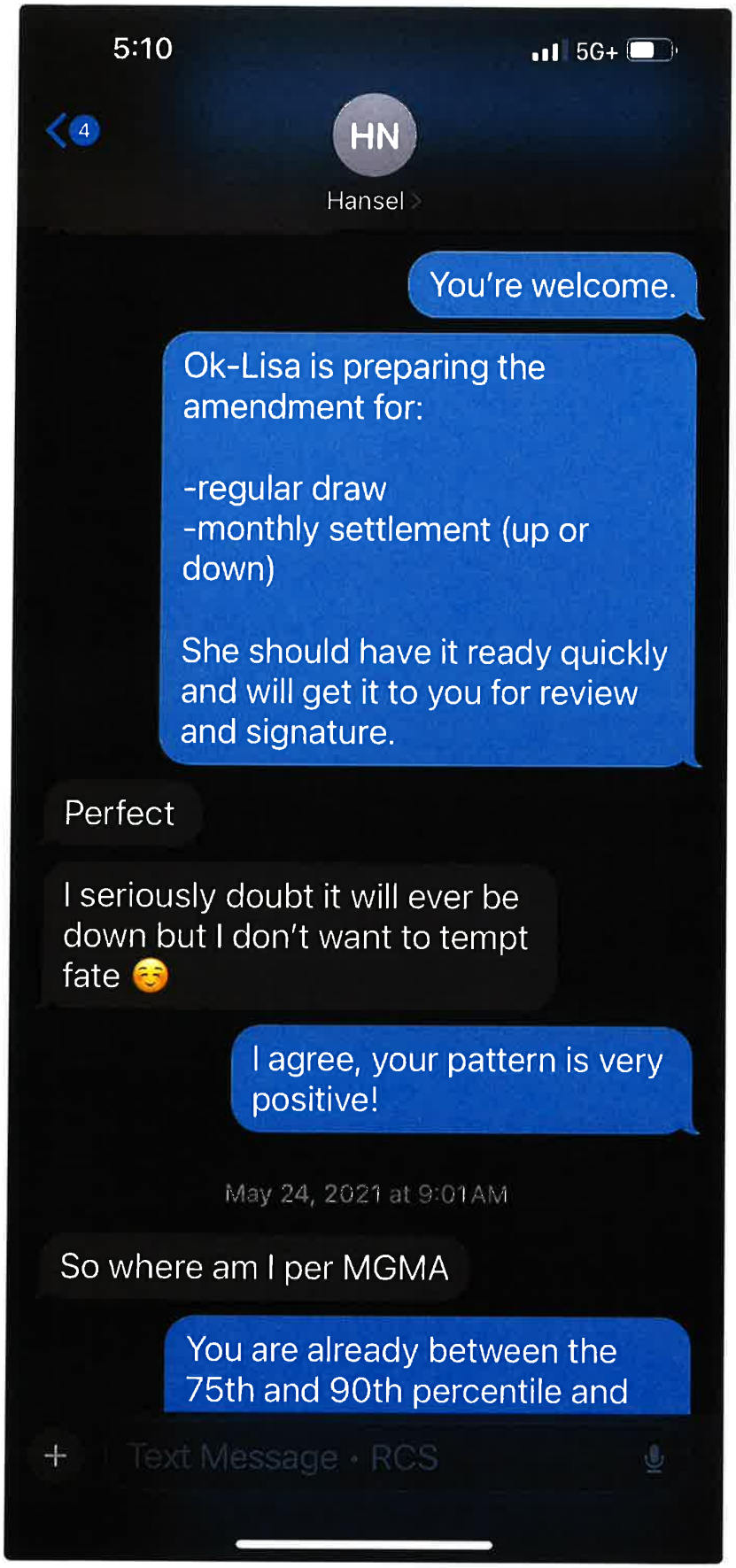
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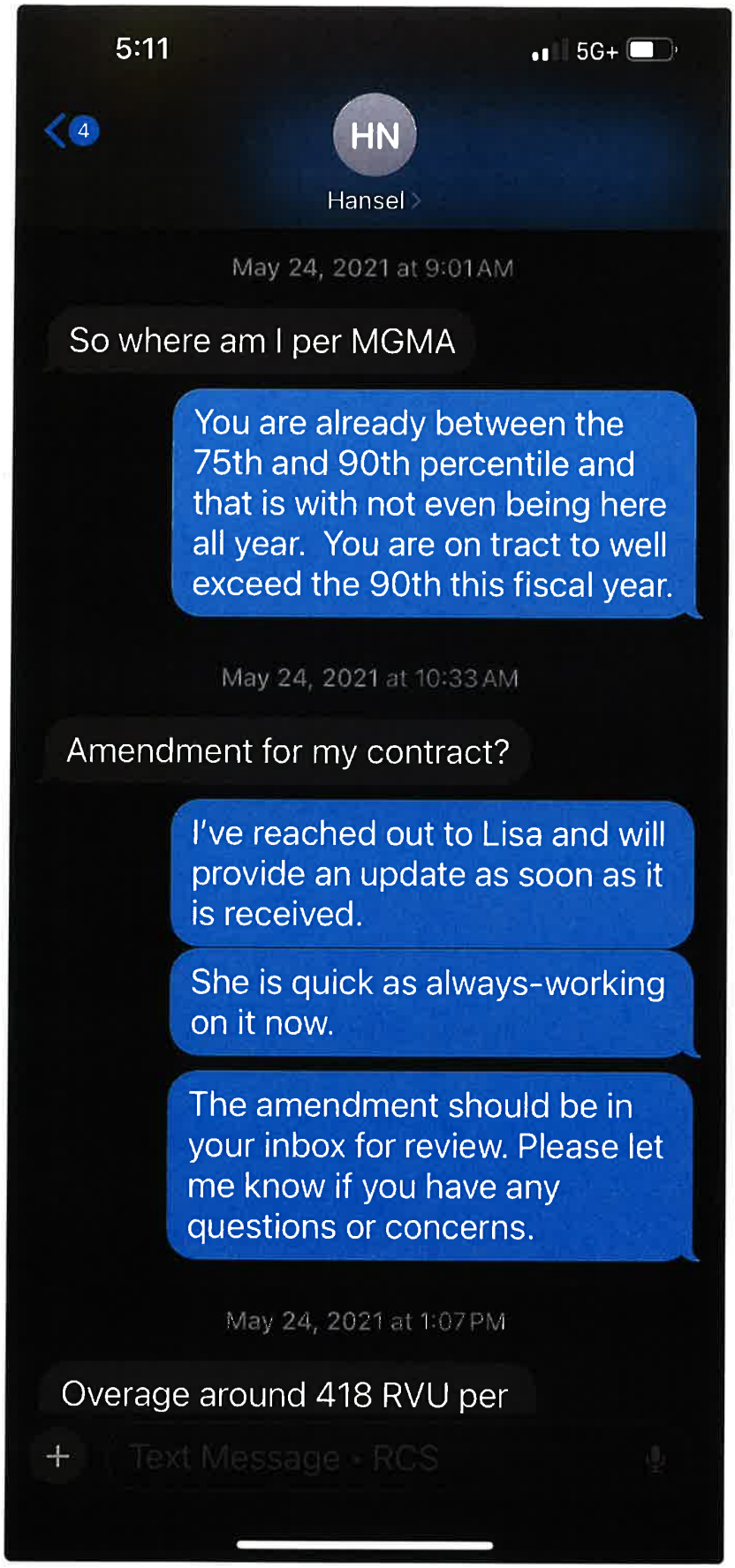
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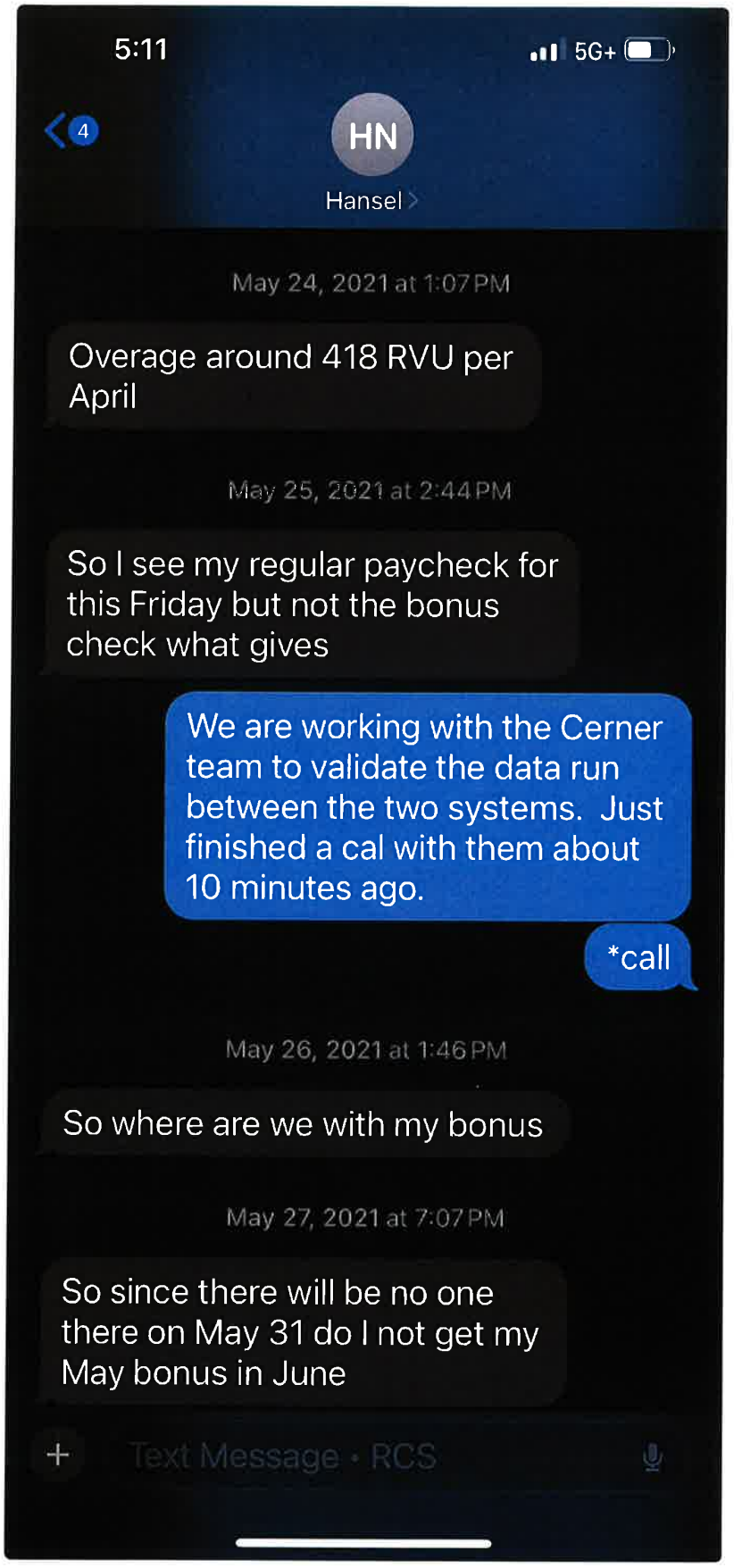

5:09
5G+
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HN
Hansel
May 19, 2021 at 1:35 PM
Thanks for your numbers they match with mine to equal around 842 RVUs for April 😊
Wonderful! I'm glad the audit is helping provide transparency with the values.
May 20, 2021 at 9:13 AM
Do we have the timeline on the amendment to my contract for monthly bonus
Lisa said she can have the amendment for you on Monday and can retro back it back to May 1st. So the end of May, we will do your calculation and pay your wRVUs due after we close in June. That should be done by mid-month.
So that will include both April and May thanks
We would true up everything
Text Message · RCS

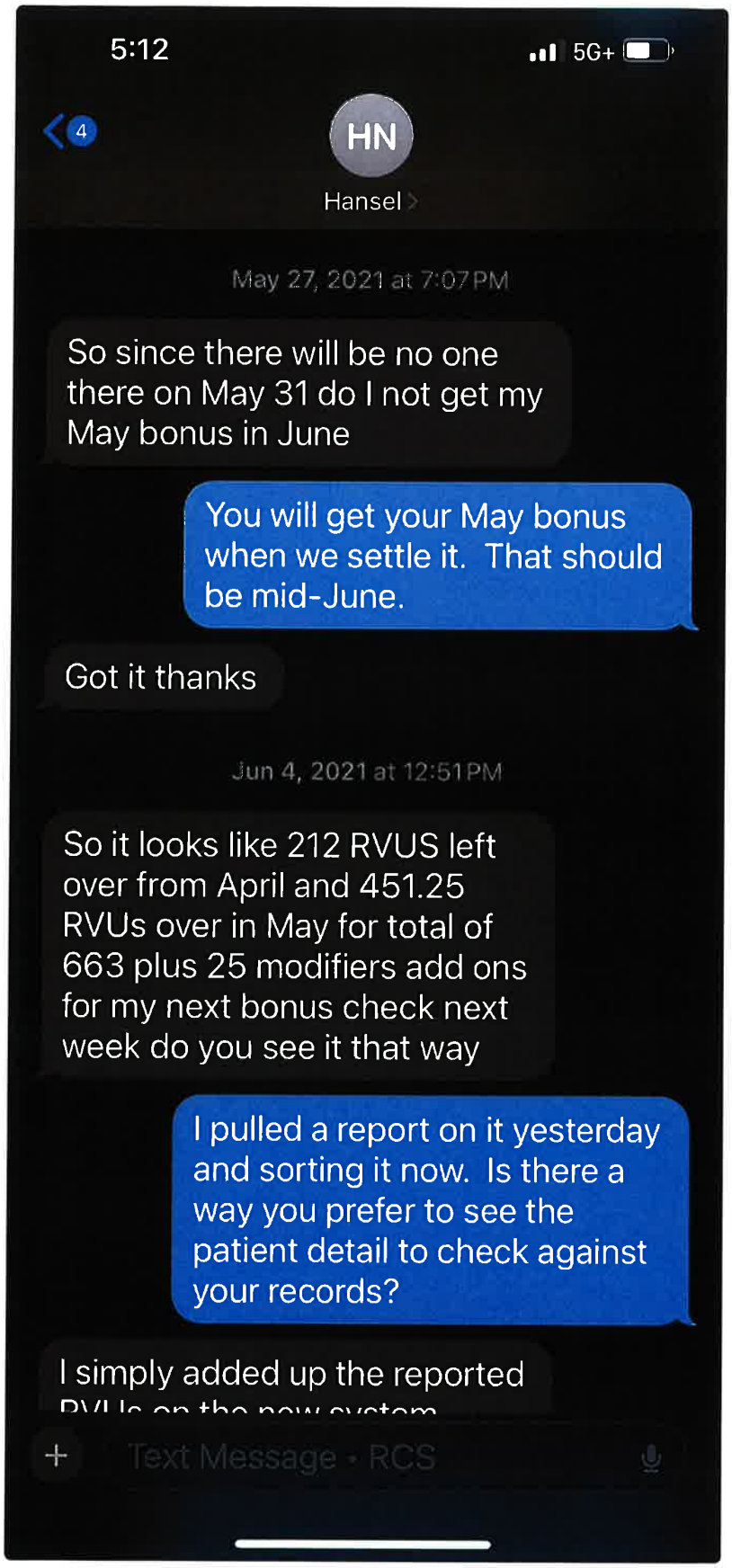

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HN
Hansel
So that will include both April and May thanks
We would true up everything missed in April and May. We can flip you to a true w/RVU agreement and then we could pay you no-weekly for the w/ RVUS you are due. Would you like the true w/RVU model better? That would keep us from calculating draw vs. value.
Let me know if you want me to come up and asked her discuss it.
*And discuss it. I don't know where that "asked her" came from.
I like the biweekly payment but is it more confusing for you guys with the overage each month
I'll be up in a minute.
May 20, 2021 at 4:16 PM
Text Message · RCS

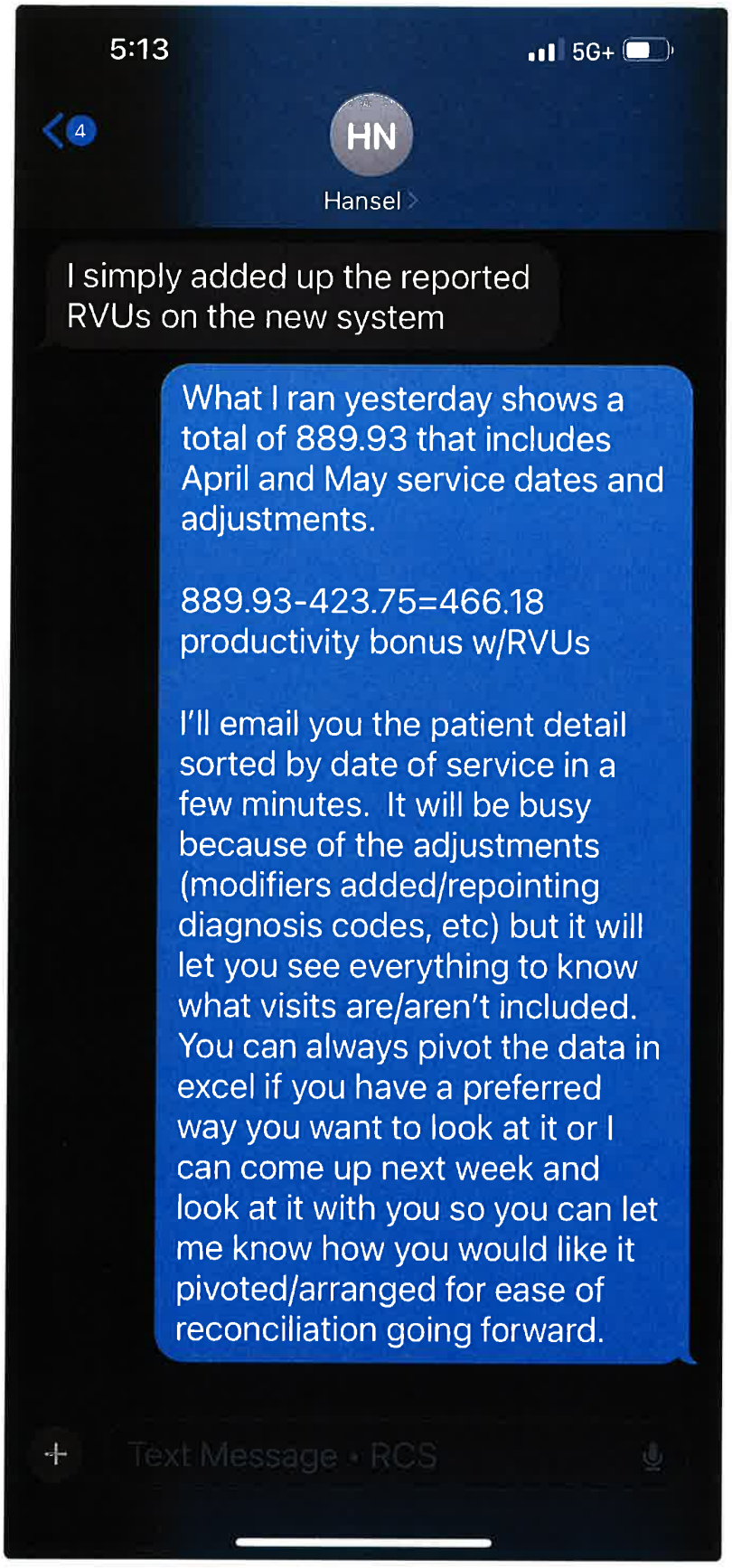

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4
HN
Hansel
May 20, 2021 at 4:16 PM
I don't see why I can't get the April bonus next check in May
We would just need to reconcile what you've been paid on draw vs. what you are owed but that should be possible. We just need to know what direction you are going to amend the contract.
Going to stay with biweekly current checks and take the monthly bonus on top of that thanks
I'll let Lisa know now so she can get the amendment ready.
Thanks so much
You're welcome.
Ok-Lisa is preparing the amendment for:
Text Message · RCS

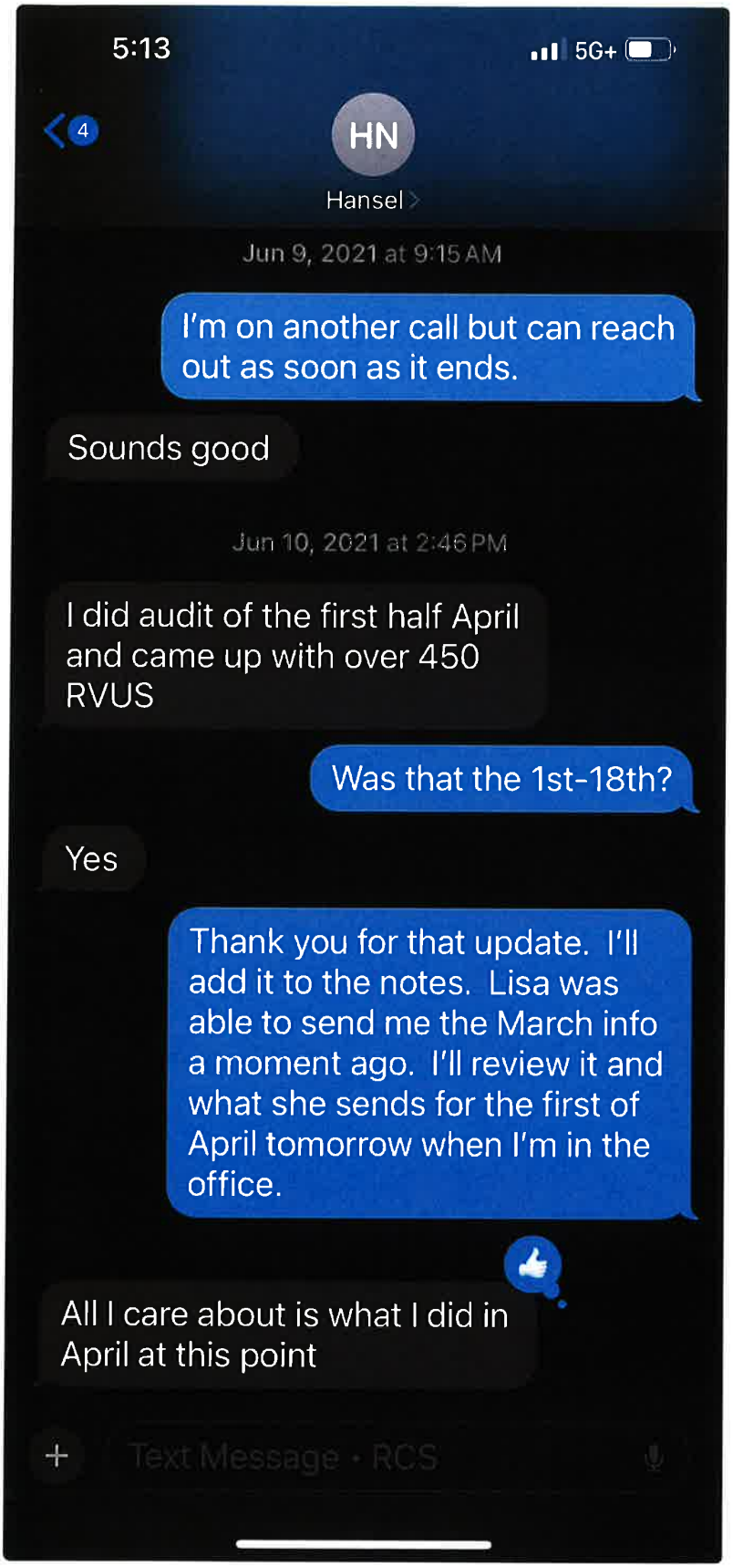

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HN
Hansel
You're welcome.
Ok-Lisa is preparing the amendment for:
-regular draw
-monthly settlement (up or down)
She should have it ready quickly and will get it to you for review and signature.
Perfect
I seriously doubt it will ever be down but I don't want to tempt fate
I agree, your pattern is very positive!
May 24, 2021 at 9:01 AM
So where am I per MGMA
You are already between the 75th and 90th percentile and
Text Message · RCS

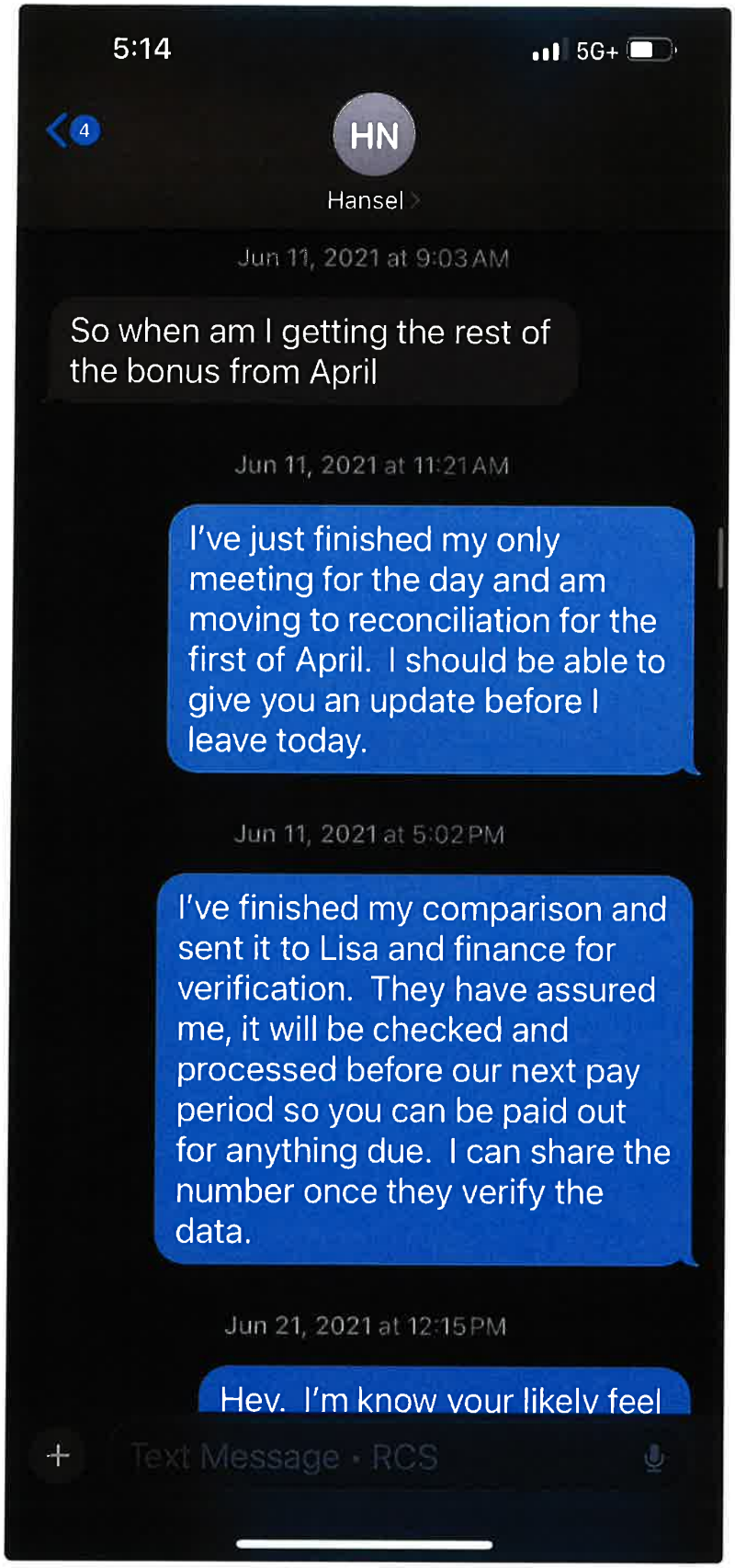

5:11
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4
HN
Hansel
May 24, 2021 at 9:01 AM
So where am I per MGMA
You are already between the 75th and 90th percentile and that is with not even being here all year. You are on tract to well exceed the 90th this fiscal year.
May 24, 2021 at 10:33 AM
Amendment for my contract?
I've reached out to Lisa and will provide an update as soon as it is received.
She is quick as always-working on it now.
The amendment should be in your inbox for review. Please let me know if you have any questions or concerns.
May 24, 2021 at 1:07 PM
Overage around 418 RVU per
Text Message · RCS

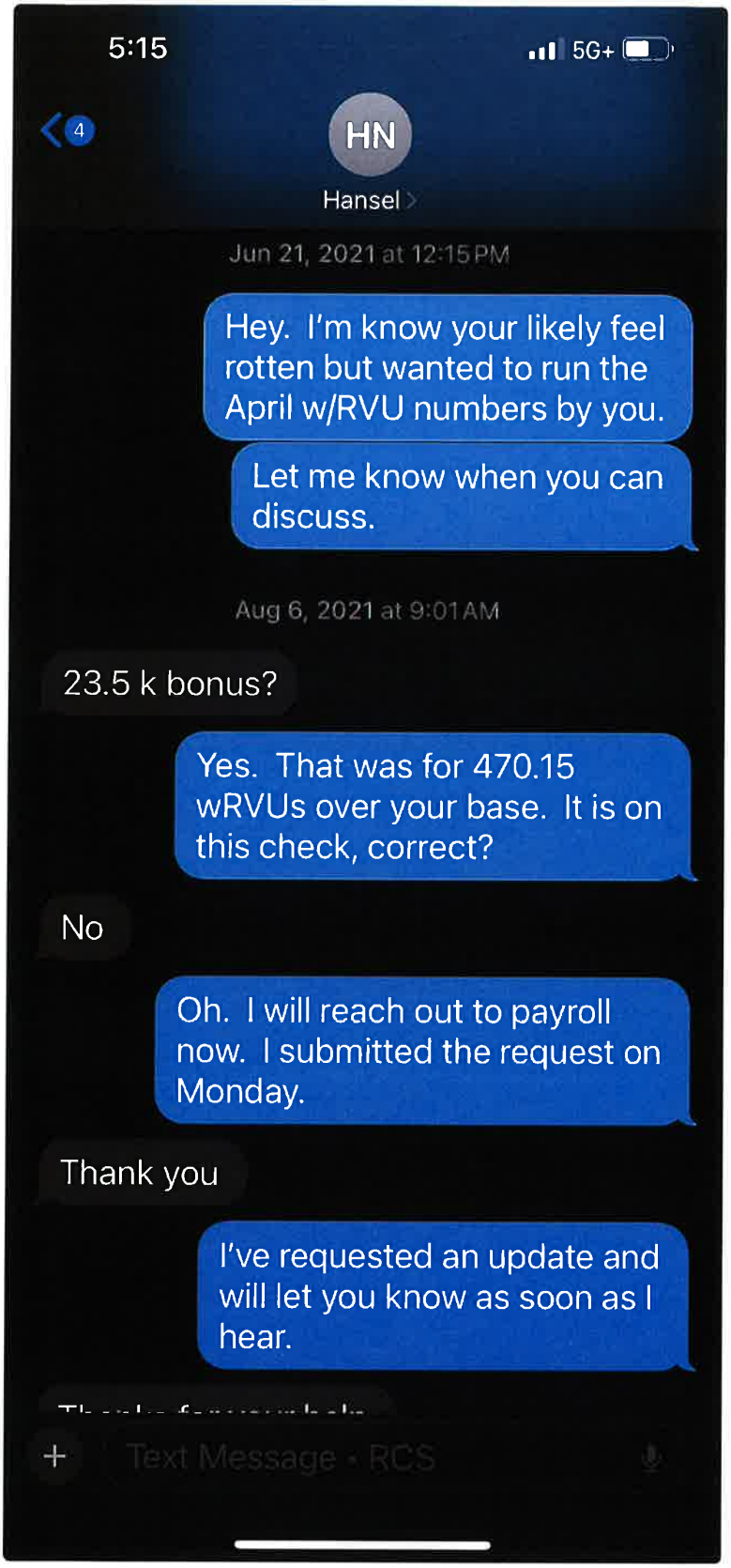

5:11
5G+
4
HN
Hansel
May 24, 2021 at 1:07 PM
Overage around 418 RVU per April
May 25, 2021 at 2:44 PM
So I see my regular paycheck for this Friday but not the bonus check what gives
We are working with the Cerner team to validate the data run between the two systems. Just finished a cal with them about 10 minutes ago.
*call
May 26, 2021 at 1:46 PM
So where are we with my bonus
May 27, 2021 at 7:07 PM
So since there will be no one there on May 31 do I not get my May bonus in June
Text Message · RCS

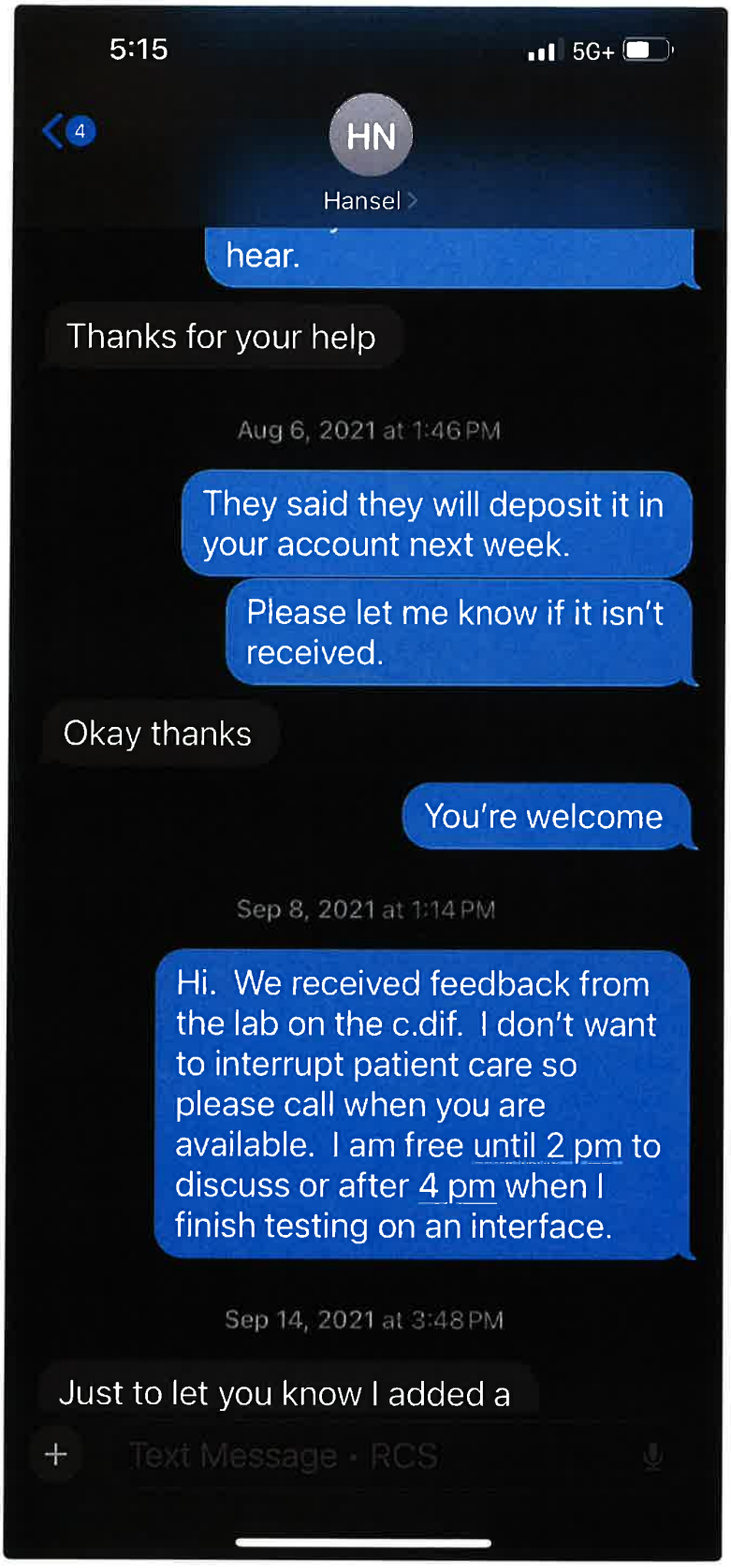

5:12
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HN
Hansel
May 27, 2021 at 7:07 PM
So since there will be no one there on May 31 do I not get my May bonus in June
You will get your May bonus when we settle it. That should be mid-June.
Got it thanks
Jun 4, 2021 at 12:51 PM
So it looks like 212 RVUS left over from April and 451.25 RVUs over in May for total of 663 plus 25 modifiers add ons for my next bonus check next week do you see it that way
I pulled a report on it yesterday and sorting it now. Is there a way you prefer to see the patient detail to check against your records?
I simply added up the reported
Text Message • RCS

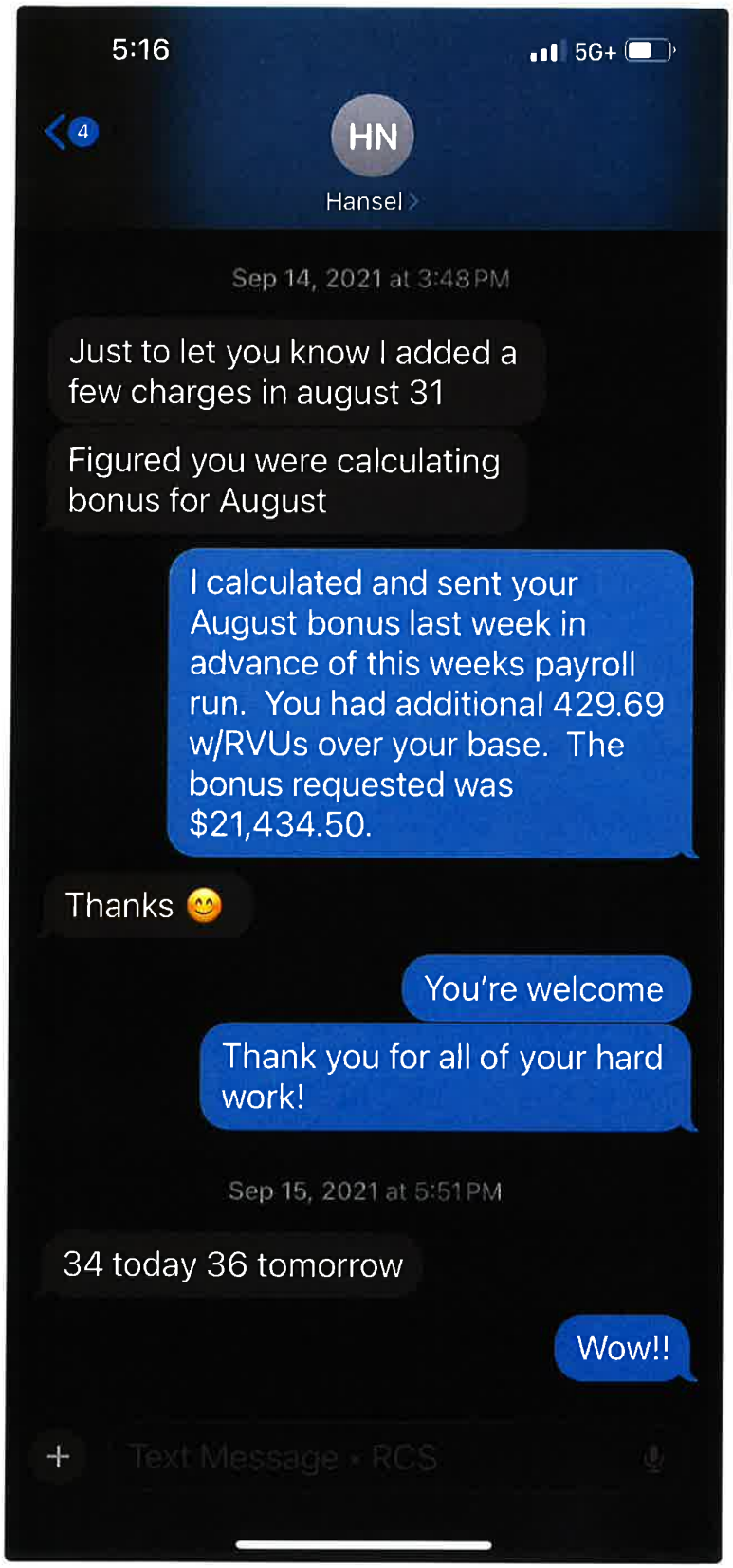

5:13
5G+
4
HN
Hansel
I simply added up the reported RVUs on the new system
What I ran yesterday shows a total of 889.93 that includes April and May service dates and adjustments.
889.93-423.75=466.18 productivity bonus w/RVUs
I'll email you the patient detail sorted by date of service in a few minutes. It will be busy because of the adjustments (modifiers added/repointing diagnosis codes, etc) but it will let you see everything to know what visits are/aren't included. You can always pivot the data in excel if you have a preferred way you want to look at it or I can come up next week and look at it with you so you can let me know how you would like it pivoted/arranged for ease of reconciliation going forward.
Text Message • RCS

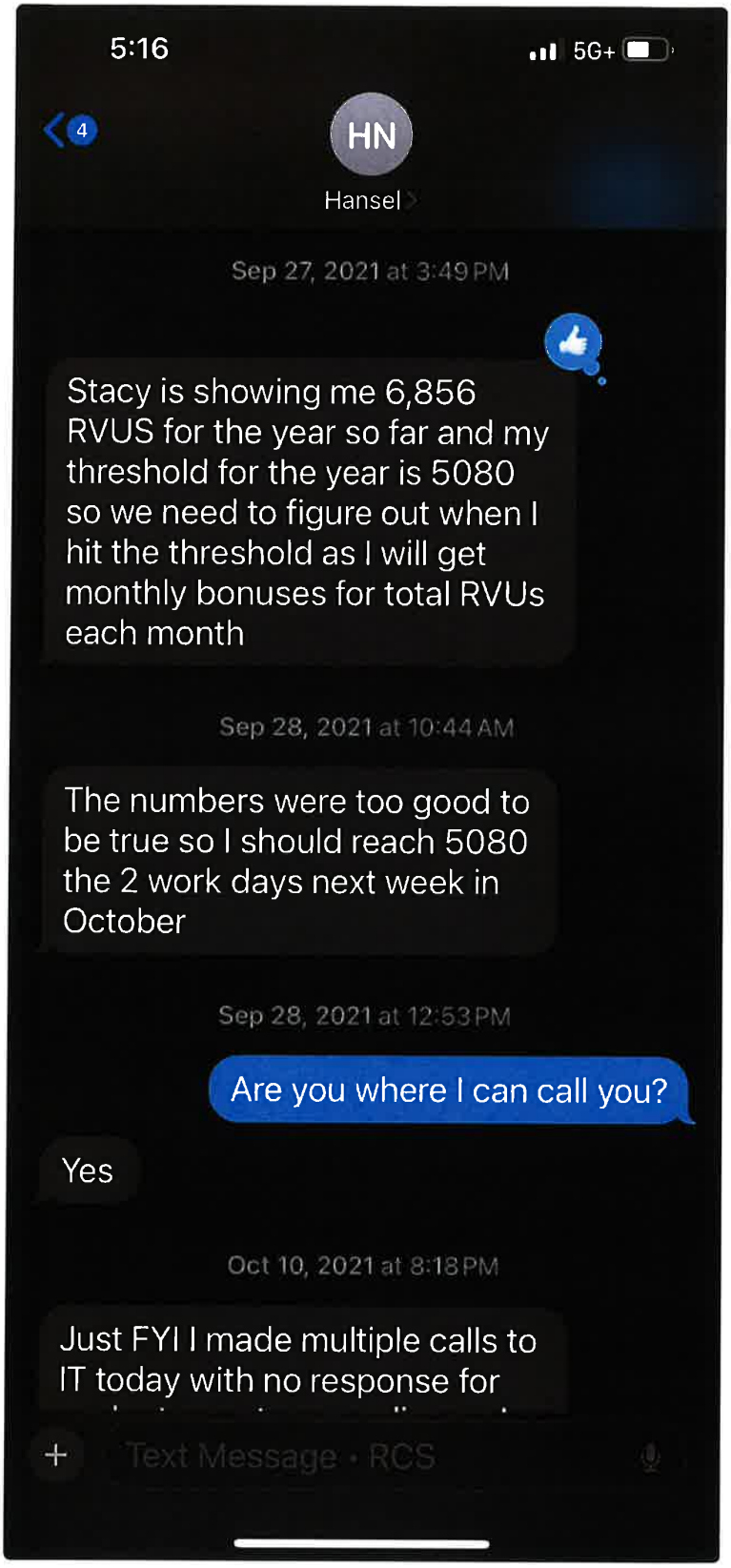

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HN
Hansel
Jun 9, 2021 at 9:15 AM
I'm on another call but can reach out as soon as it ends.
Sounds good
Jun 10, 2021 at 2:46 PM
I did audit of the first half April and came up with over 450 RVUS
Was that the 1st-18th?
Yes
Thank you for that update. I'll add it to the notes. Lisa was able to send me the March info a moment ago. I'll review it and what she sends for the first of April tomorrow when I'm in the office.
All I care about is what I did in April at this point
Text Message • RCS

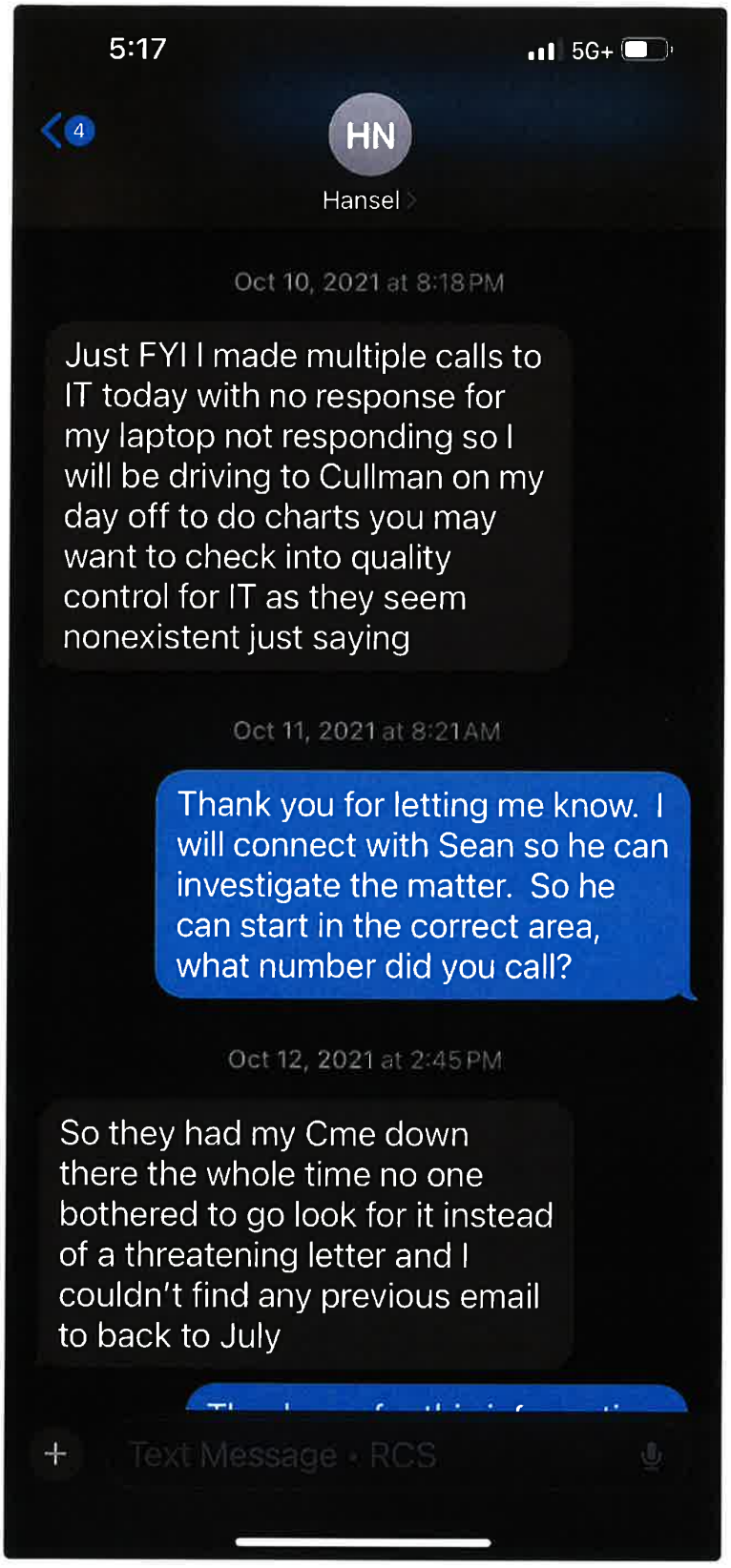

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HN
Hansel
Jun 11, 2021 at 9:03 AM
So when am I getting the rest of the bonus from April
Jun 11, 2021 at 11:21 AM
I've just finished my only meeting for the day and am moving to reconciliation for the first of April. I should be able to give you an update before I leave today.
Jun 11, 2021 at 5:02 PM
I've finished my comparison and sent it to Lisa and finance for verification. They have assured me, it will be checked and processed before our next pay period so you can be paid out for anything due. I can share the number once they verify the data.
Jun 21, 2021 at 12:15 PM
Hey. I'm know your likely feel
Text Message · RCS

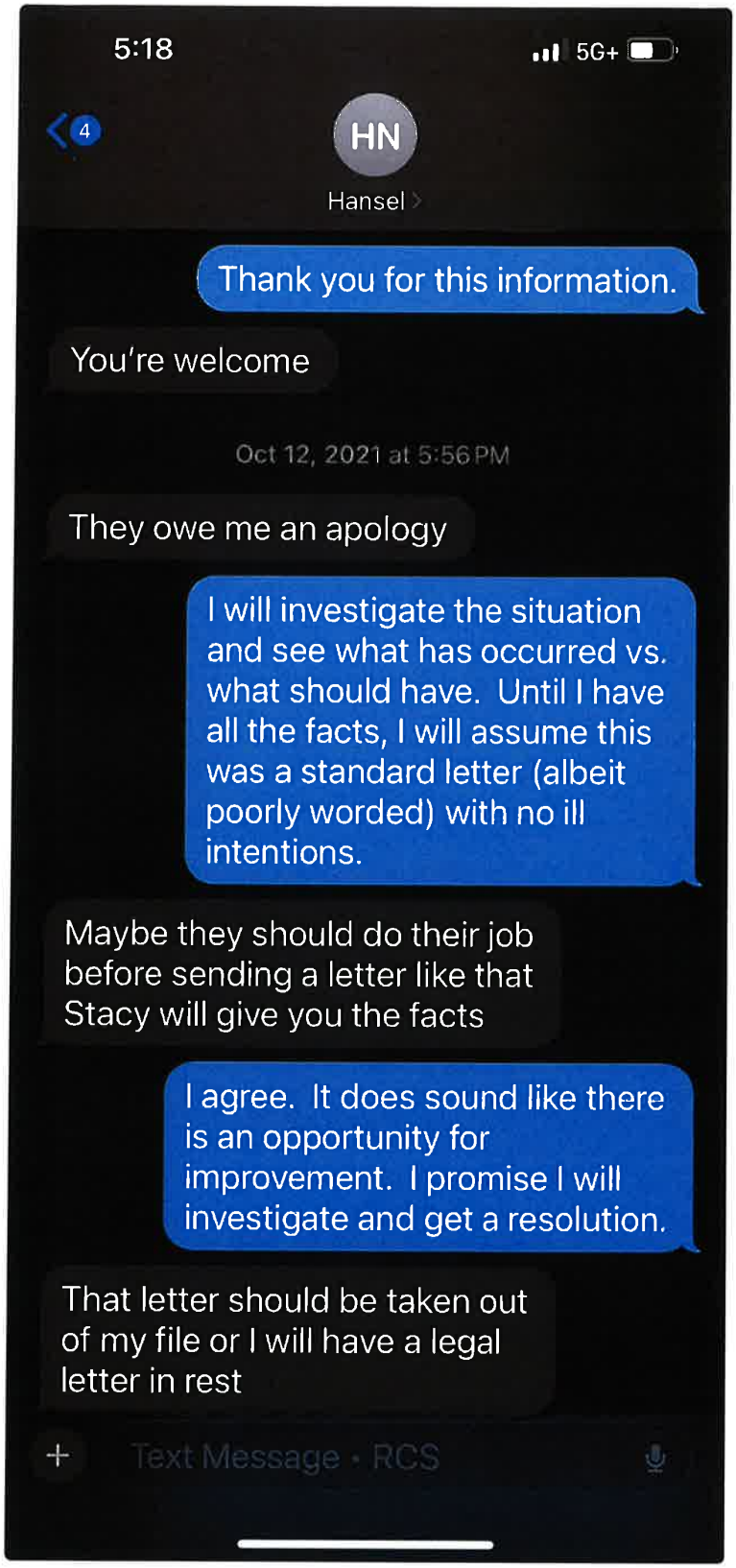

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HN
Hansel
Jun 21, 2021 at 12:15 PM
Hey. I'm know your likely feel rotten but wanted to run the April w/RVU numbers by you.
Let me know when you can discuss.
Aug 6, 2021 at 9:01 AM
23.5 k bonus?
Yes. That was for 470.15 wRVUs over your base. It is on this check, correct?
No
Oh. I will reach out to payroll now. I submitted the request on Monday.
Thank you
I've requested an update and will let you know as soon as I hear.
Text Message • RCS

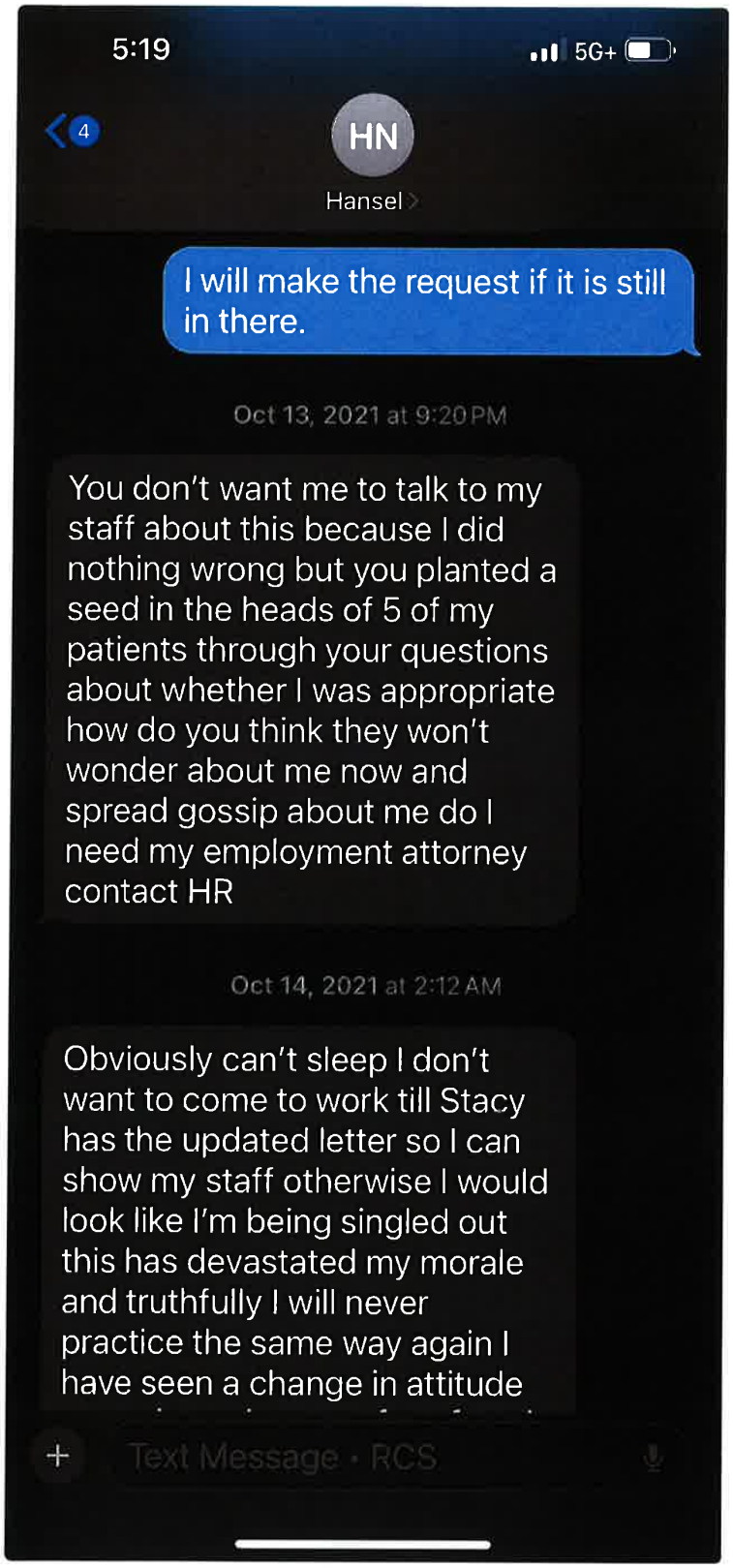

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HN
Hansel
hear.
Thanks for your help
Aug 6, 2021 at 1:46 PM
They said they will deposit it in your account next week.
Please let me know if it isn't received.
Okay thanks
You're welcome
Sep 8, 2021 at 1:14 PM
Hi. We received feedback from the lab on the c.dif. I don't want to interrupt patient care so please call when you are available. I am free until 2 pm to discuss or after 4 pm when I finish testing on an interface.
Sep 14, 2021 at 3:48 PM
Just to let you know I added a
Text Message · RCS

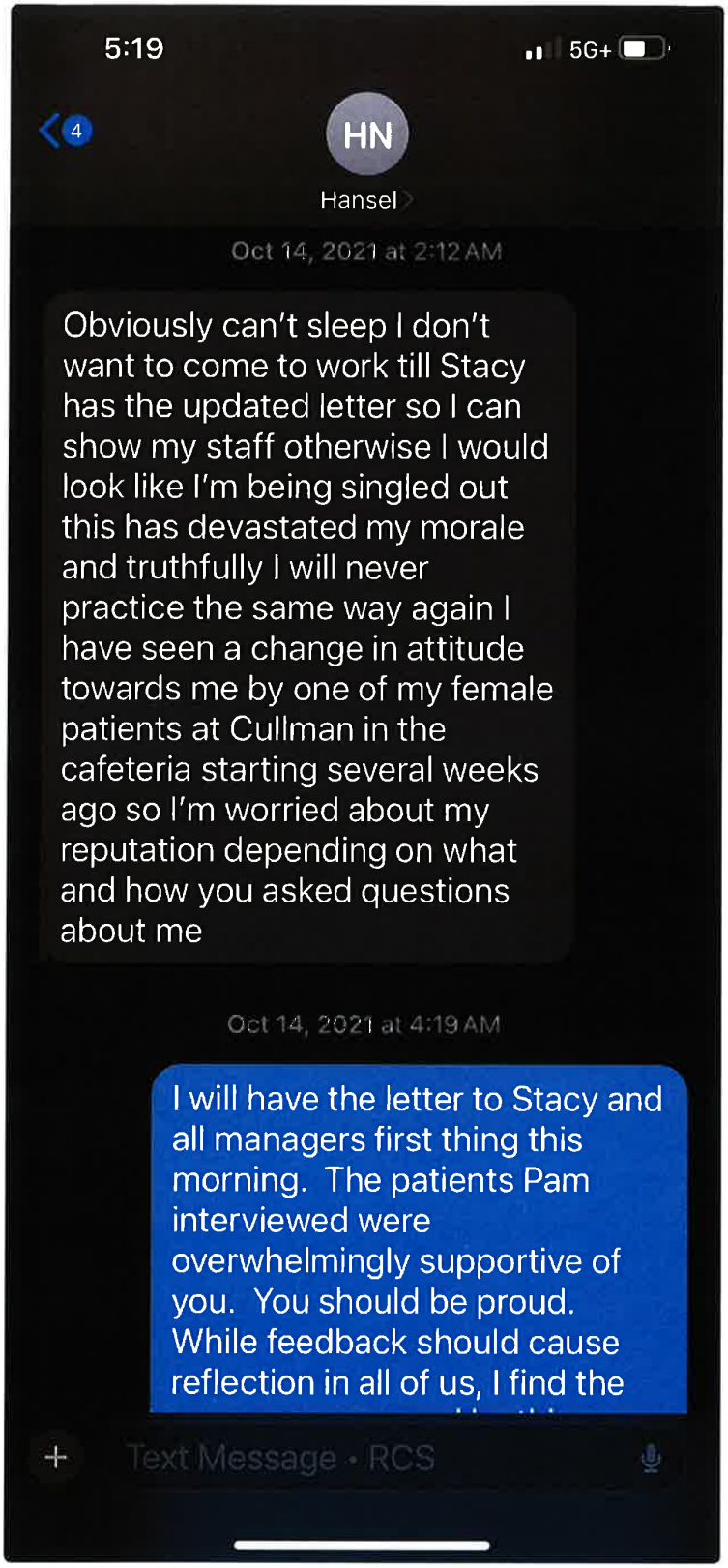

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HN
Hansel
Sep 14, 2021 at 3:48 PM
Just to let you know I added a few charges in august 31
Figured you were calculating bonus for August
I calculated and sent your August bonus last week in advance of this weeks payroll run. You had additional 429.69 w/RVUs over your base. The bonus requested was $21,434.50.
Thanks
You're welcome
Thank you for all of your hard work!
Sep 15, 2021 at 5:51 PM
34 today 36 tomorrow
Wow!!
Text Message • RCS

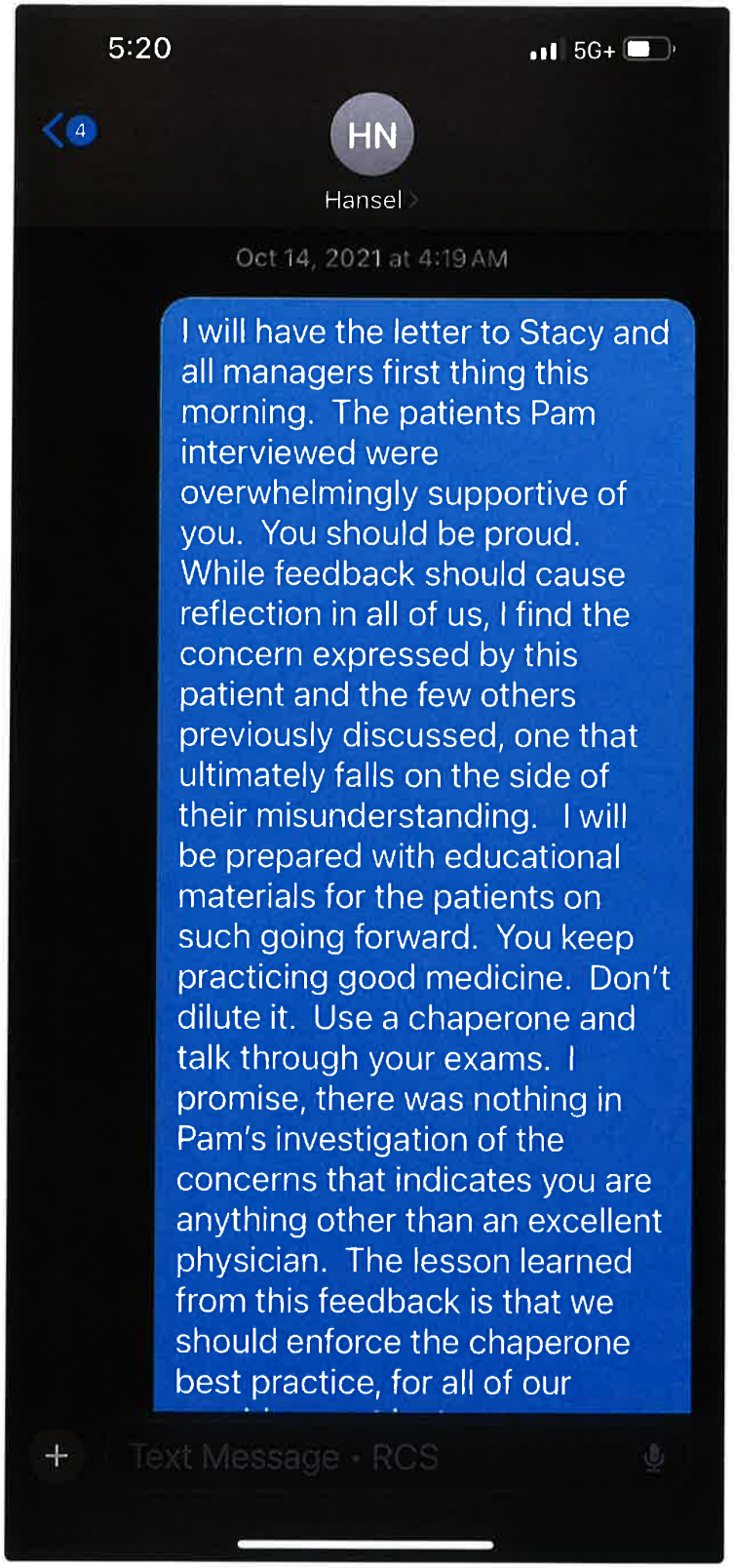

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HN
Hansel
Sep 27, 2021 at 3:49 PM
Stacy is showing me 6,856 RVUS for the year so far and my threshold for the year is 5080 so we need to figure out when I hit the threshold as I will get monthly bonuses for total RVUs each month
Sep 28, 2021 at 10:44 AM
The numbers were too good to be true so I should reach 5080 the 2 work days next week in October
Sep 28, 2021 at 12:53 PM
Are you where I can call you?
Yes
Oct 10, 2021 at 8:18 PM
Just FYI I made multiple calls to IT today with no response for
Text Message • RCS

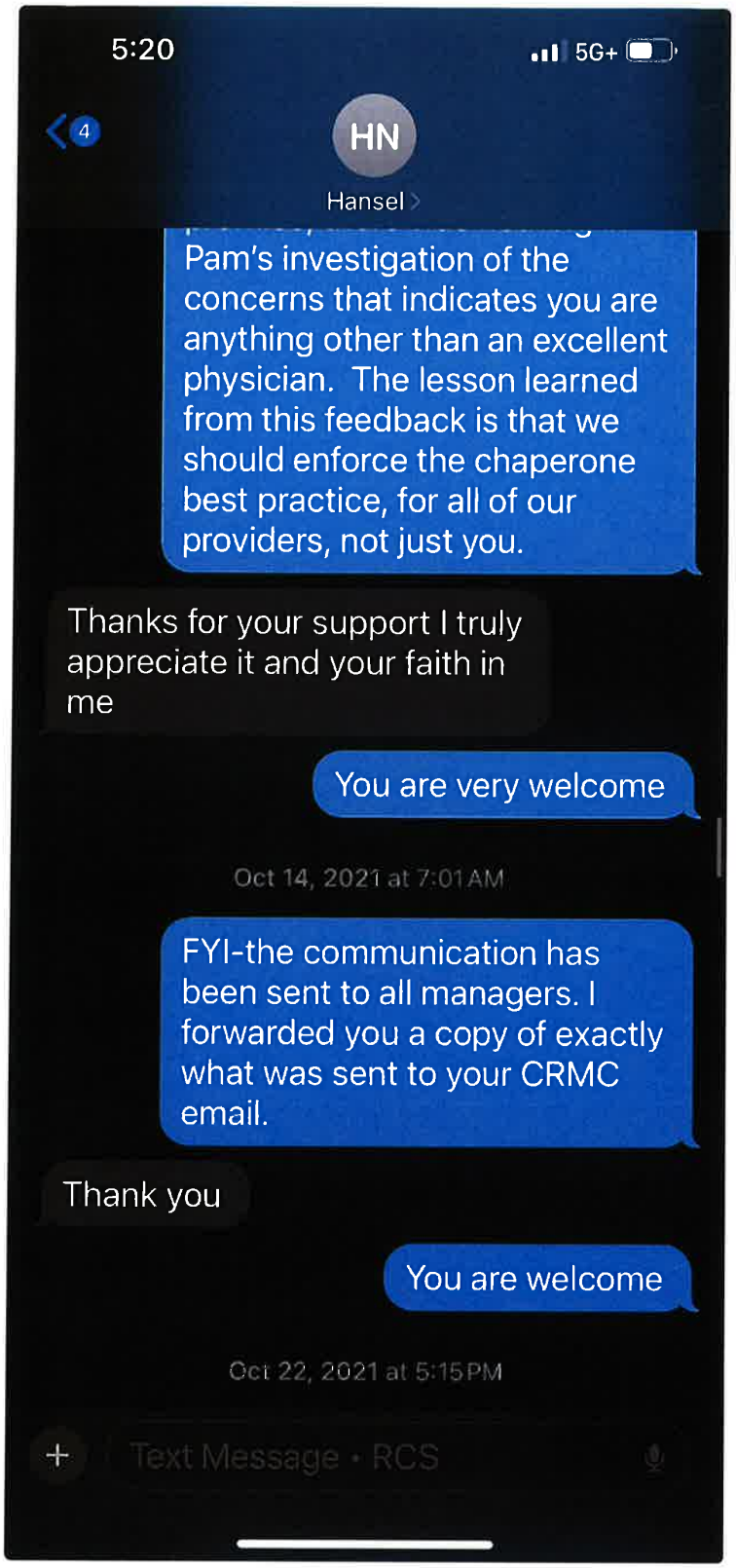

5:17
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HN
Hansel
Oct 10, 2021 at 8:18 PM
Just FYI I made multiple calls to IT today with no response for my laptop not responding so I will be driving to Cullman on my day off to do charts you may want to check into quality control for IT as they seem nonexistent just saying
Oct 11, 2021 at 8:21 AM
Thank you for letting me know. I will connect with Sean so he can investigate the matter. So he can start in the correct area, what number did you call?
Oct 12, 2021 at 2:45 PM
So they had my Cme down there the whole time no one bothered to go look for it instead of a threatening letter and I couldn't find any previous email to back to July
Text Message · RCS

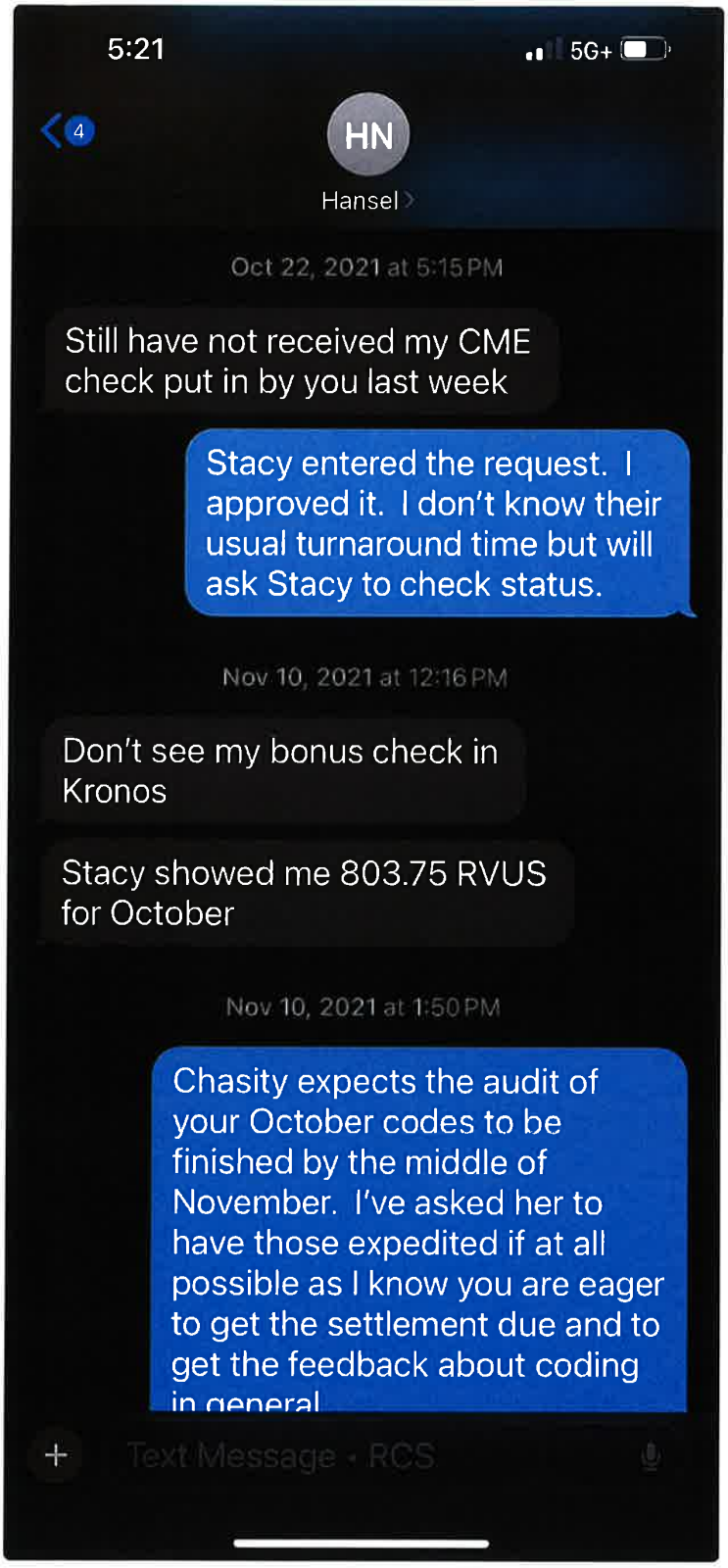

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HN
Hansel
Thank you for this information.
You're welcome
Oct 12, 2021 at 5:56 PM
They owe me an apology
I will investigate the situation and see what has occurred vs. what should have. Until I have all the facts, I will assume this was a standard letter (albeit poorly worded) with no ill intentions.
Maybe they should do their job before sending a letter like that Stacy will give you the facts
I agree. It does sound like there is an opportunity for improvement. I promise I will investigate and get a resolution.
That letter should be taken out of my file or I will have a legal letter in rest
Text Message · RCS

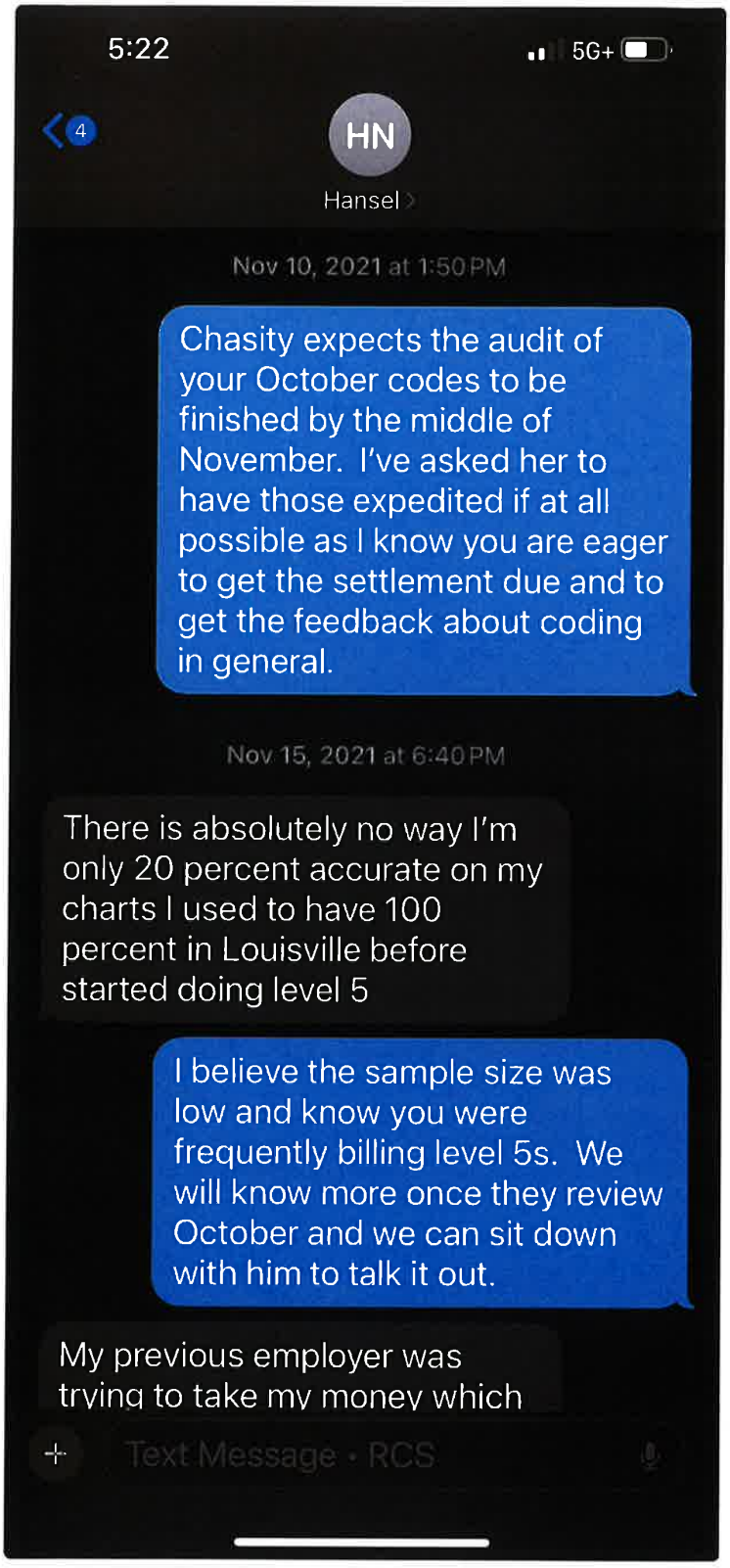

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HN
Hansel
I will make the request if it is still in there.
Oct 13, 2021 at 9:20 PM
You don't want me to talk to my staff about this because I did nothing wrong but you planted a seed in the heads of 5 of my patients through your questions about whether I was appropriate how do you think they won't wonder about me now and spread gossip about me do I need my employment attorney contact HR
Oct 14, 2021 at 2:12 AM
Obviously can't sleep I don't want to come to work till Stacy has the updated letter so I can show my staff otherwise I would look like I'm being singled out this has devastated my morale and truthfully I will never practice the same way again I have seen a change in attitude
Text Message · RCS

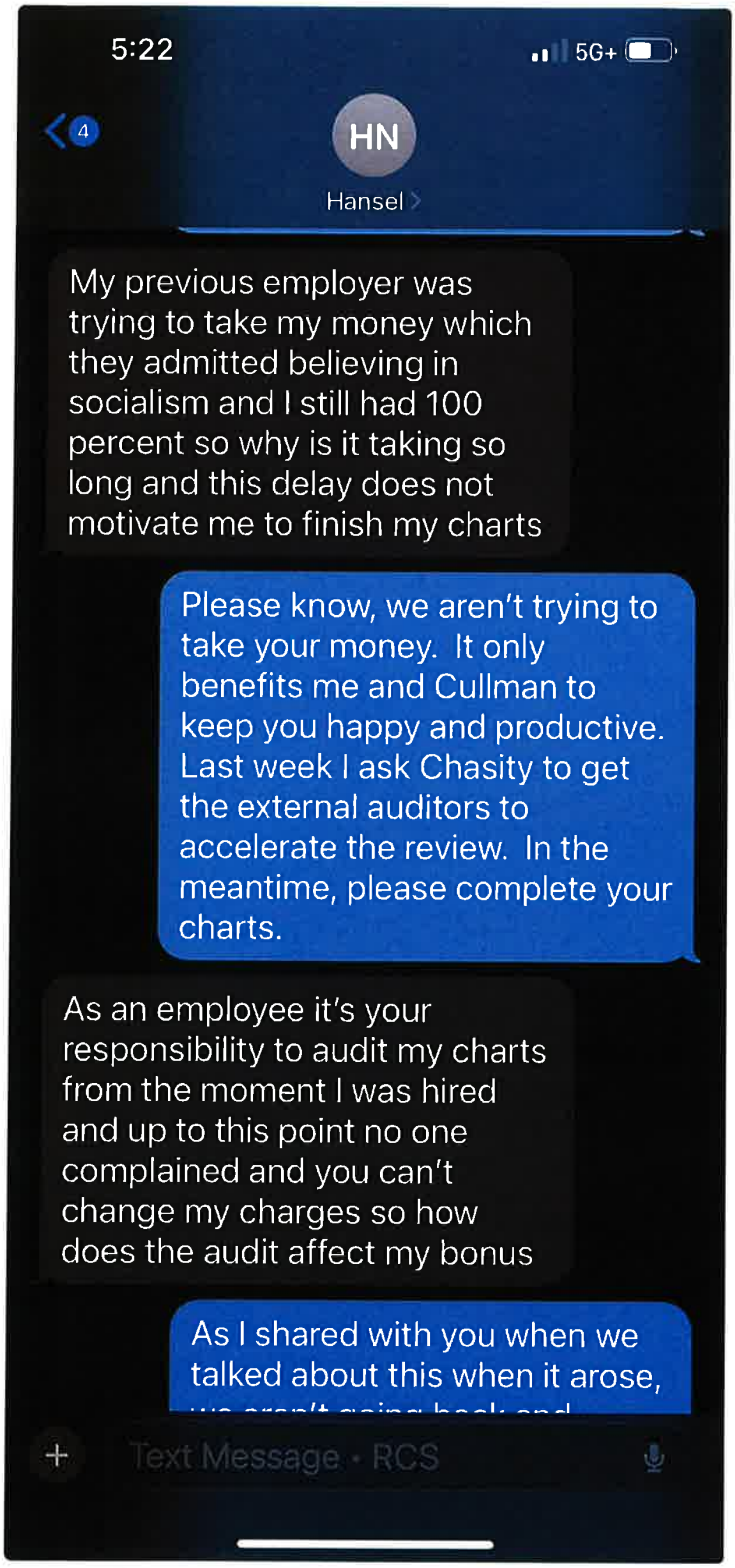

5:19
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HN
Hansel
Oct 14, 2021 at 2:12 AM
Obviously can't sleep I don't want to come to work till Stacy has the updated letter so I can show my staff otherwise I would look like I'm being singled out this has devastated my morale and truthfully I will never practice the same way again I have seen a change in attitude towards me by one of my female patients at Cullman in the cafeteria starting several weeks ago so I'm worried about my reputation depending on what and how you asked questions about me
Oct 14, 2021 at 4:19 AM
I will have the letter to Stacy and all managers first thing this morning. The patients Pam interviewed were overwhelmingly supportive of you. You should be proud. While feedback should cause reflection in all of us, I find the
Text Message • RCS

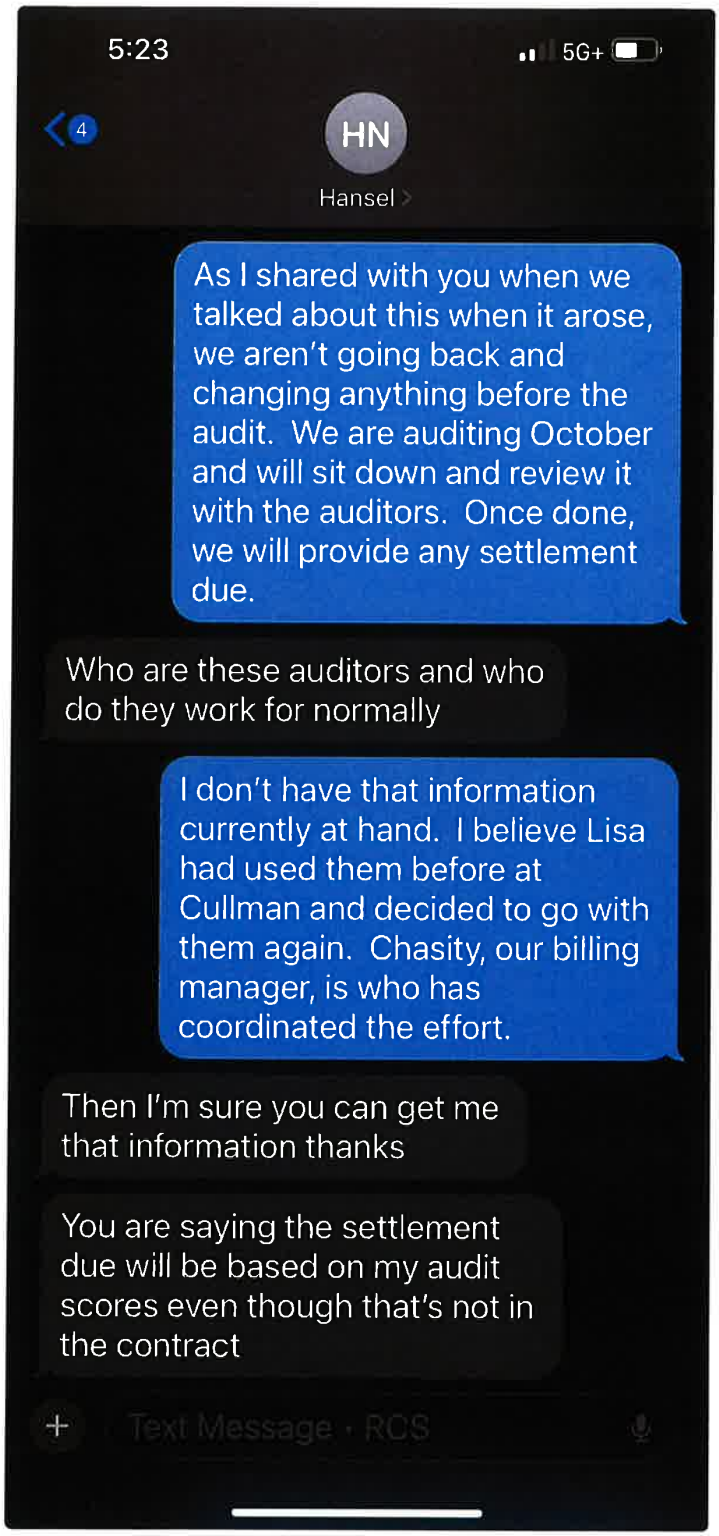

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HN
Hansel
Oct 14, 2021 at 4:19 AM
I will have the letter to Stacy and all managers first thing this morning. The patients Pam interviewed were overwhelmingly supportive of you. You should be proud. While feedback should cause reflection in all of us, I find the concern expressed by this patient and the few others previously discussed, one that ultimately falls on the side of their misunderstanding. I will be prepared with educational materials for the patients on such going forward. You keep practicing good medicine. Don't dilute it. Use a chaperone and talk through your exams. I promise, there was nothing in Pam's investigation of the concerns that indicates you are anything other than an excellent physician. The lesson learned from this feedback is that we should enforce the chaperone best practice, for all of our
Text Message · RCS

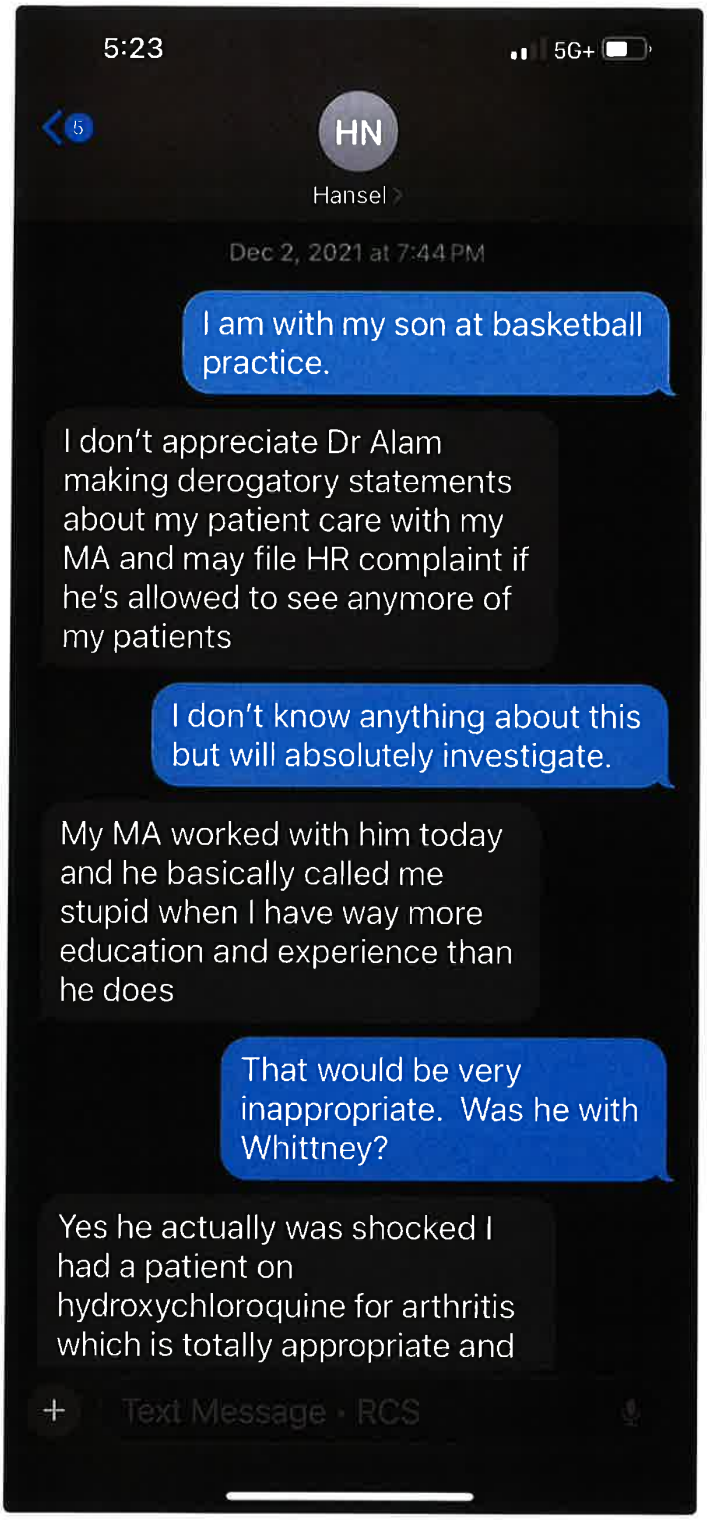

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HN
Hansel
Pam's investigation of the concerns that indicates you are anything other than an excellent physician. The lesson learned from this feedback is that we should enforce the chaperone best practice, for all of our providers, not just you.
Thanks for your support I truly appreciate it and your faith in me
You are very welcome
Oct 14, 2021 at 7:01 AM
FYI-the communication has been sent to all managers. I forwarded you a copy of exactly what was sent to your CRMC email.
Thank you
You are welcome
Oct 22, 2021 at 5:15 PM
Text Message • RCS

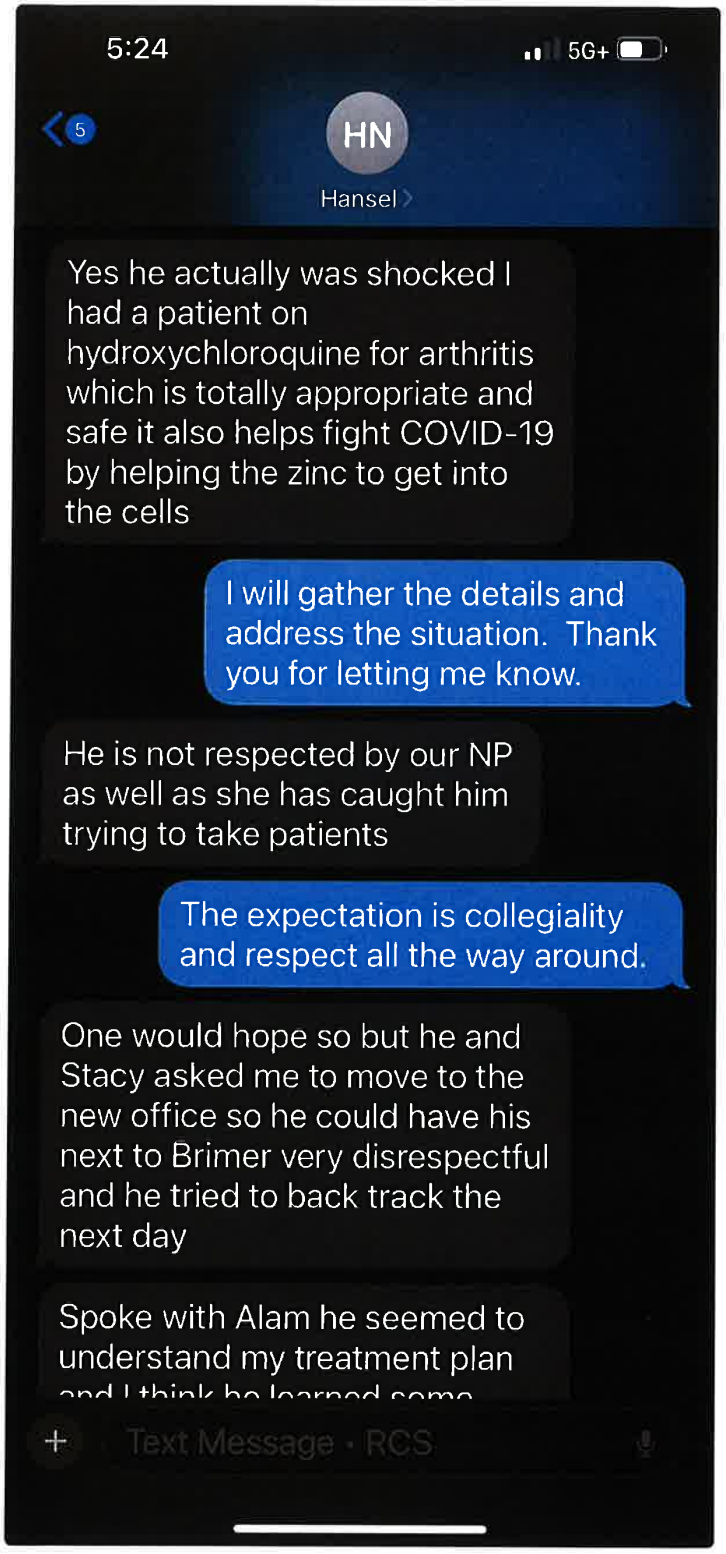

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HN
Hansel
Oct 22, 2021 at 5:15 PM
Still have not received my CME check put in by you last week
Stacy entered the request. I approved it. I don't know their usual turnaround time but will ask Stacy to check status.
Nov 10, 2021 at 12:16 PM
Don't see my bonus check in Kronos
Stacy showed me 803.75 RVUS for October
Nov 10, 2021 at 1:50 PM
Chasity expects the audit of your October codes to be finished by the middle of November. I've asked her to have those expedited if at all possible as I know you are eager to get the settlement due and to get the feedback about coding in general
Text Message • RCS

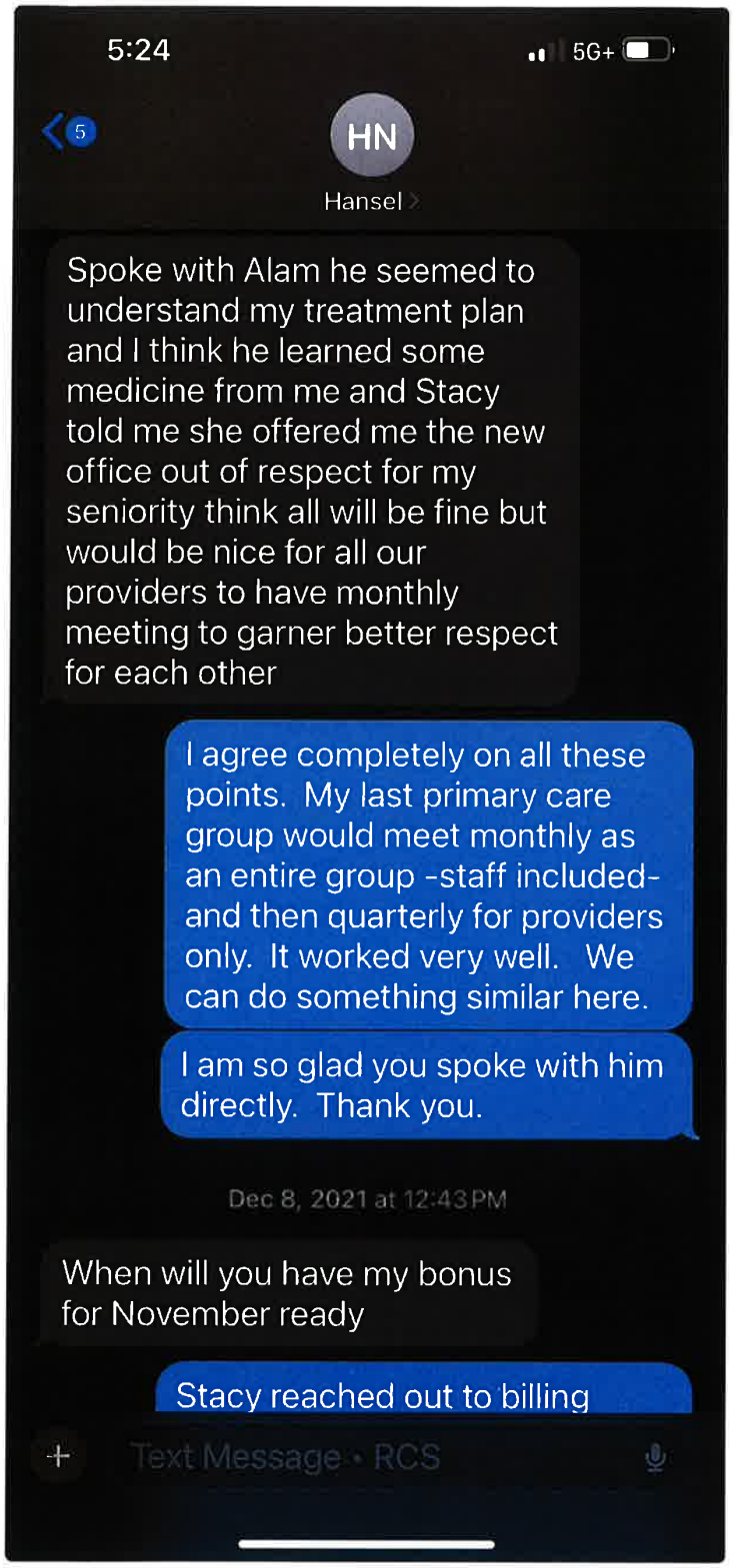

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HN
Hansel
Nov 10, 2021 at 1:50 PM
Chasity expects the audit of your October codes to be finished by the middle of November. I've asked her to have those expedited if at all possible as I know you are eager to get the settlement due and to get the feedback about coding in general.
Nov 15, 2021 at 6:40 PM
There is absolutely no way I'm only 20 percent accurate on my charts I used to have 100 percent in Louisville before started doing level 5
I believe the sample size was low and know you were frequently billing level 5s. We will know more once they review October and we can sit down with him to talk it out.
My previous employer was trying to take my money which
Text Message · RCS

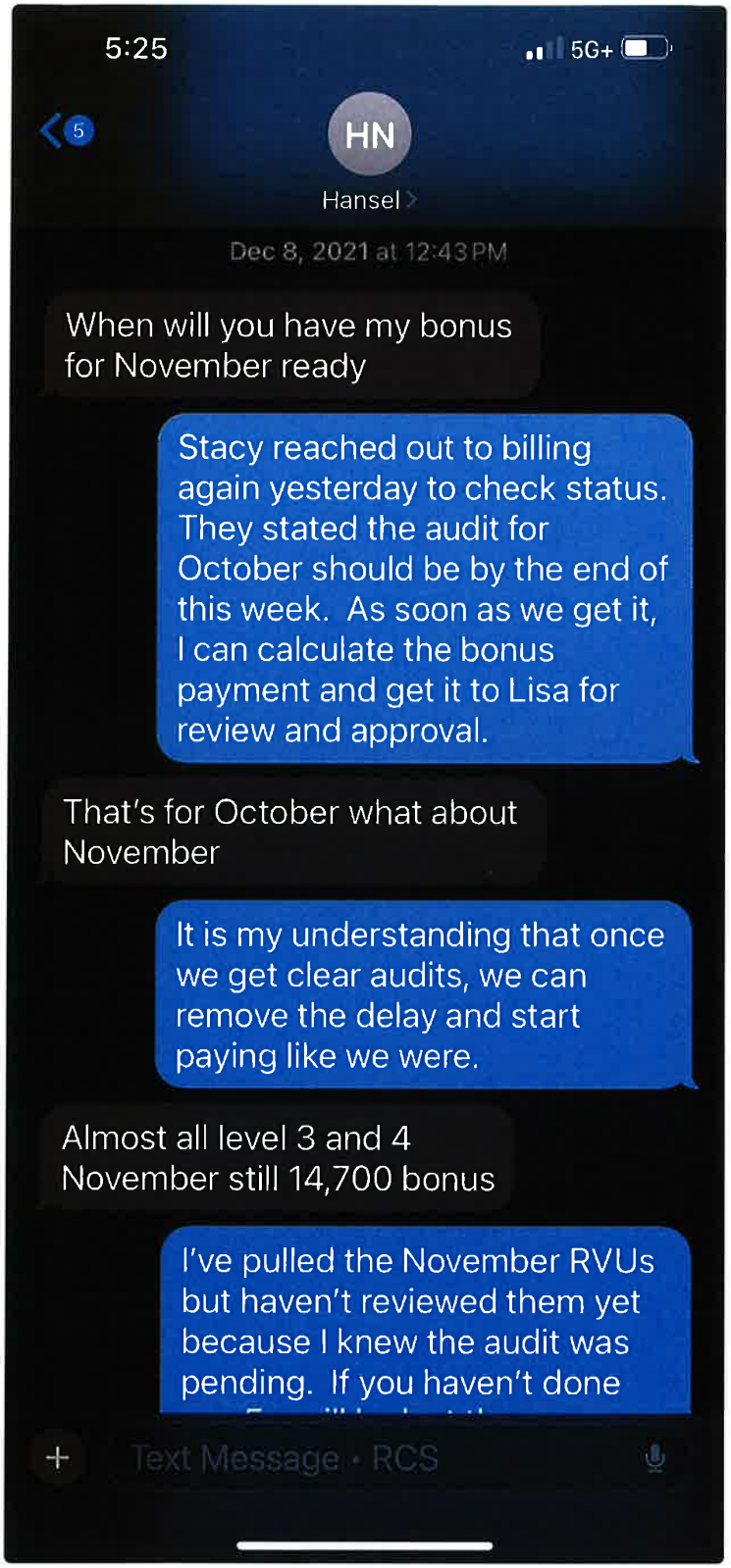

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HN
Hansel
My previous employer was trying to take my money which they admitted believing in socialism and I still had 100 percent so why is it taking so long and this delay does not motivate me to finish my charts
Please know, we aren't trying to take your money. It only benefits me and Cullman to keep you happy and productive. Last week I ask Chasity to get the external auditors to accelerate the review. In the meantime, please complete your charts.
As an employee it's your responsibility to audit my charts from the moment I was hired and up to this point no one complained and you can't change my charges so how does the audit affect my bonus
As I shared with you when we talked about this when it arose,
Text Message · RCS

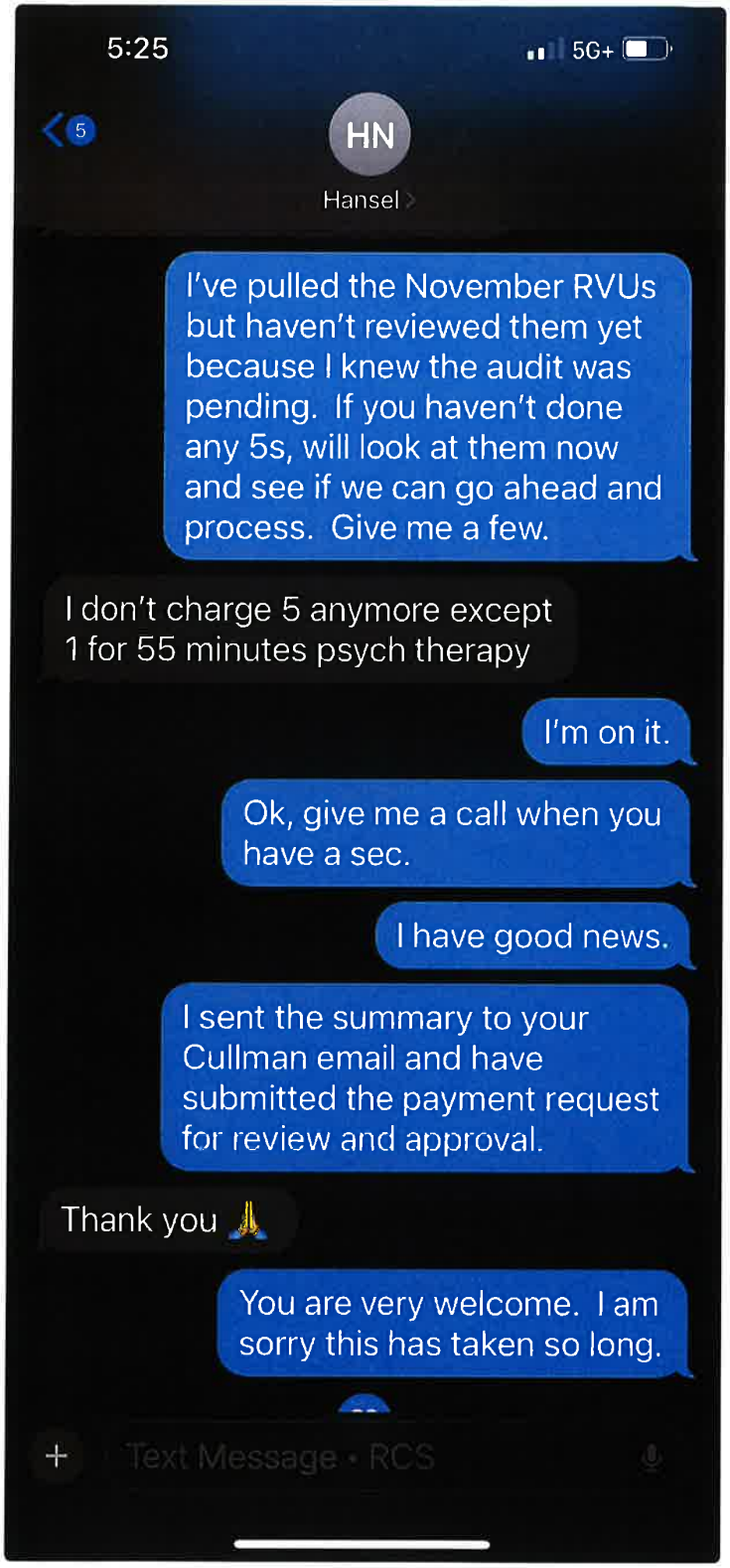

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HN
Hansel
As I shared with you when we talked about this when it arose, we aren't going back and changing anything before the audit. We are auditing October and will sit down and review it with the auditors. Once done, we will provide any settlement due.
Who are these auditors and who do they work for normally
I don't have that information currently at hand. I believe Lisa had used them before at Cullman and decided to go with them again. Chasity, our billing manager, is who has coordinated the effort.
Then I'm sure you can get me that information thanks
You are saying the settlement due will be based on my audit scores even though that's not in the contract
Text Message · RCS

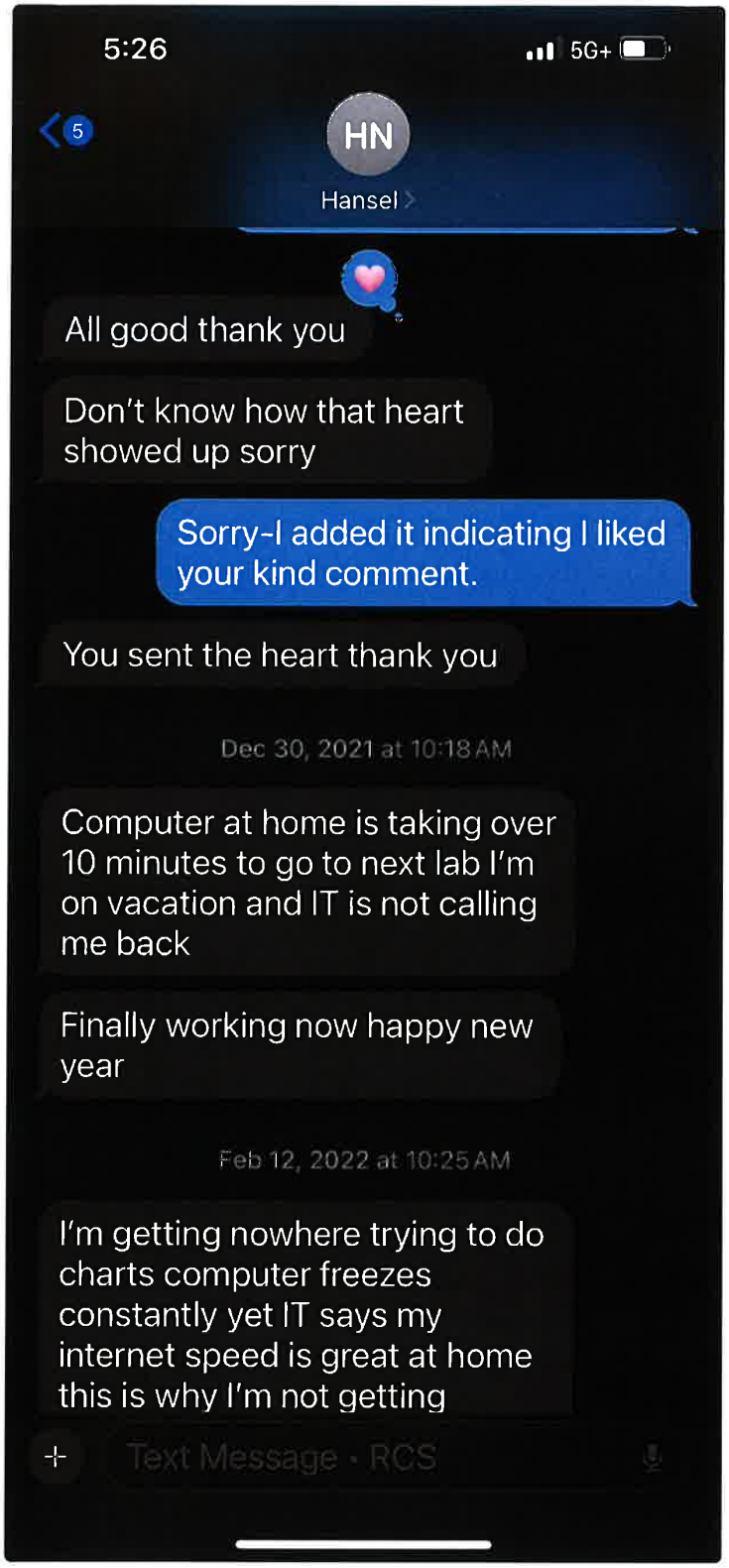

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HN
Hansel
Dec 2, 2021 at 7:44 PM
I am with my son at basketball practice.
I don't appreciate Dr Alam making derogatory statements about my patient care with my MA and may file HR complaint if he's allowed to see anymore of my patients
I don't know anything about this but will absolutely investigate.
My MA worked with him today and he basically called me stupid when I have way more education and experience than he does
That would be very inappropriate. Was he with Whittney?
Yes he actually was shocked I had a patient on hydroxychloroquine for arthritis which is totally appropriate and
+
Text Message · RCS

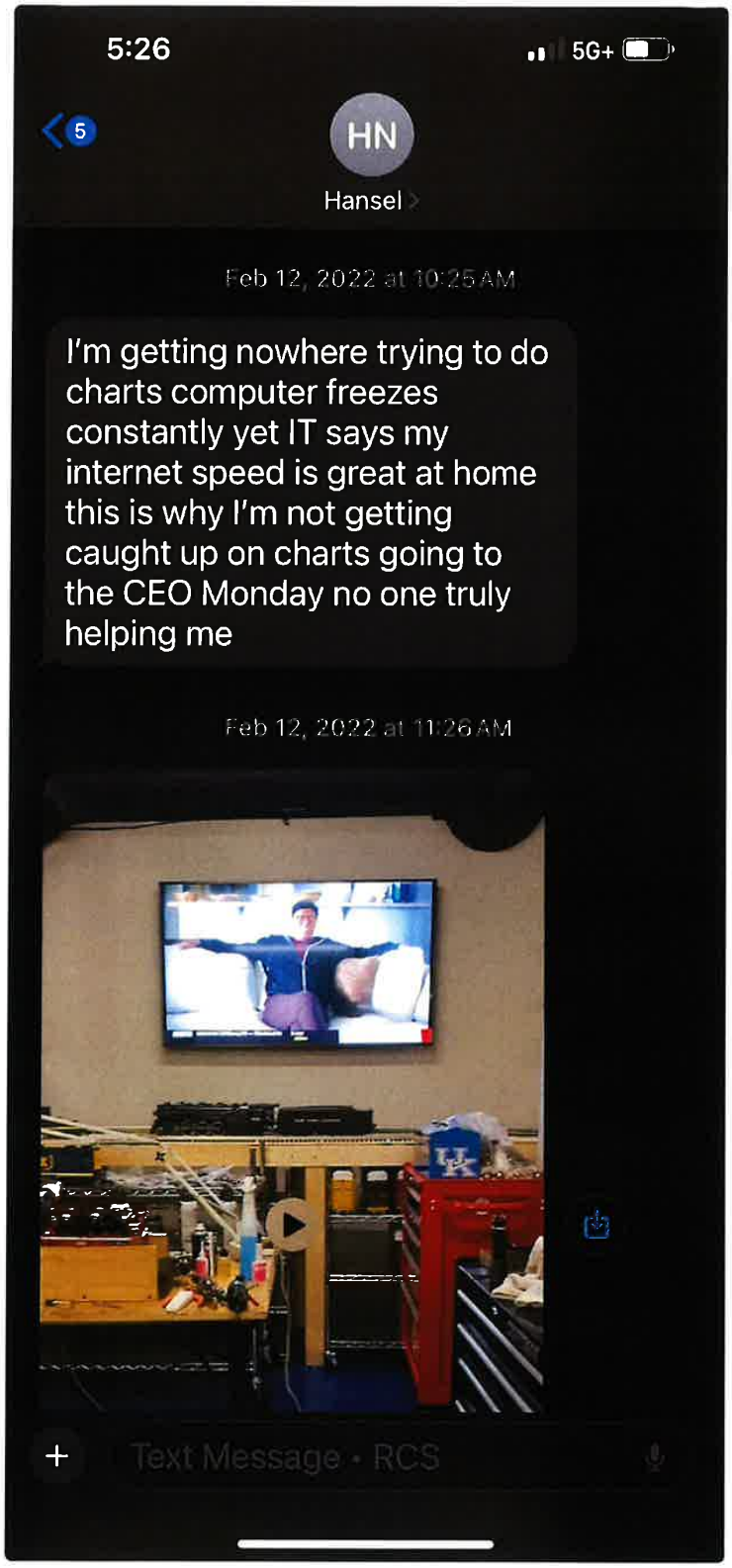

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HN
Hansel
Yes he actually was shocked I had a patient on hydroxychloroquine for arthritis which is totally appropriate and safe it also helps fight COVID-19 by helping the zinc to get into the cells
I will gather the details and address the situation. Thank you for letting me know.
He is not respected by our NP as well as she has caught him trying to take patients
The expectation is collegiality and respect all the way around.
One would hope so but he and Stacy asked me to move to the new office so he could have his next to Brimer very disrespectful and he tried to back track the next day
Spoke with Alam he seemed to understand my treatment plan
Text Message · RCS

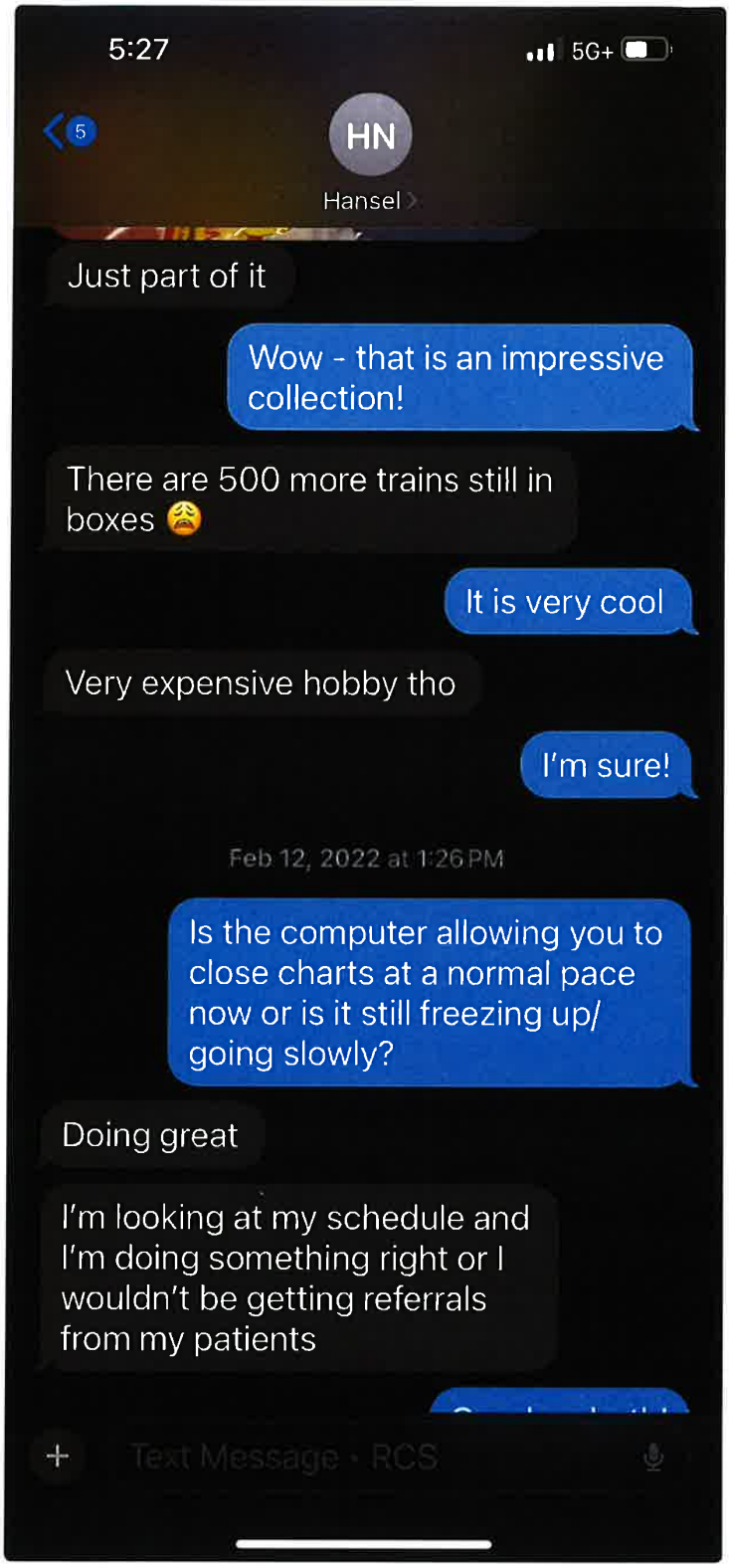

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HN
Hansel
Spoke with Alam he seemed to understand my treatment plan and I think he learned some medicine from me and Stacy told me she offered me the new office out of respect for my seniority think all will be fine but would be nice for all our providers to have monthly meeting to garner better respect for each other
I agree completely on all these points. My last primary care group would meet monthly as an entire group -staff included- and then quarterly for providers only. It worked very well. We can do something similar here.
I am so glad you spoke with him directly. Thank you.
Dec 8, 2021 at 12:43 PM
When will you have my bonus for November ready
Stacy reached out to billing
Text Message • RCS

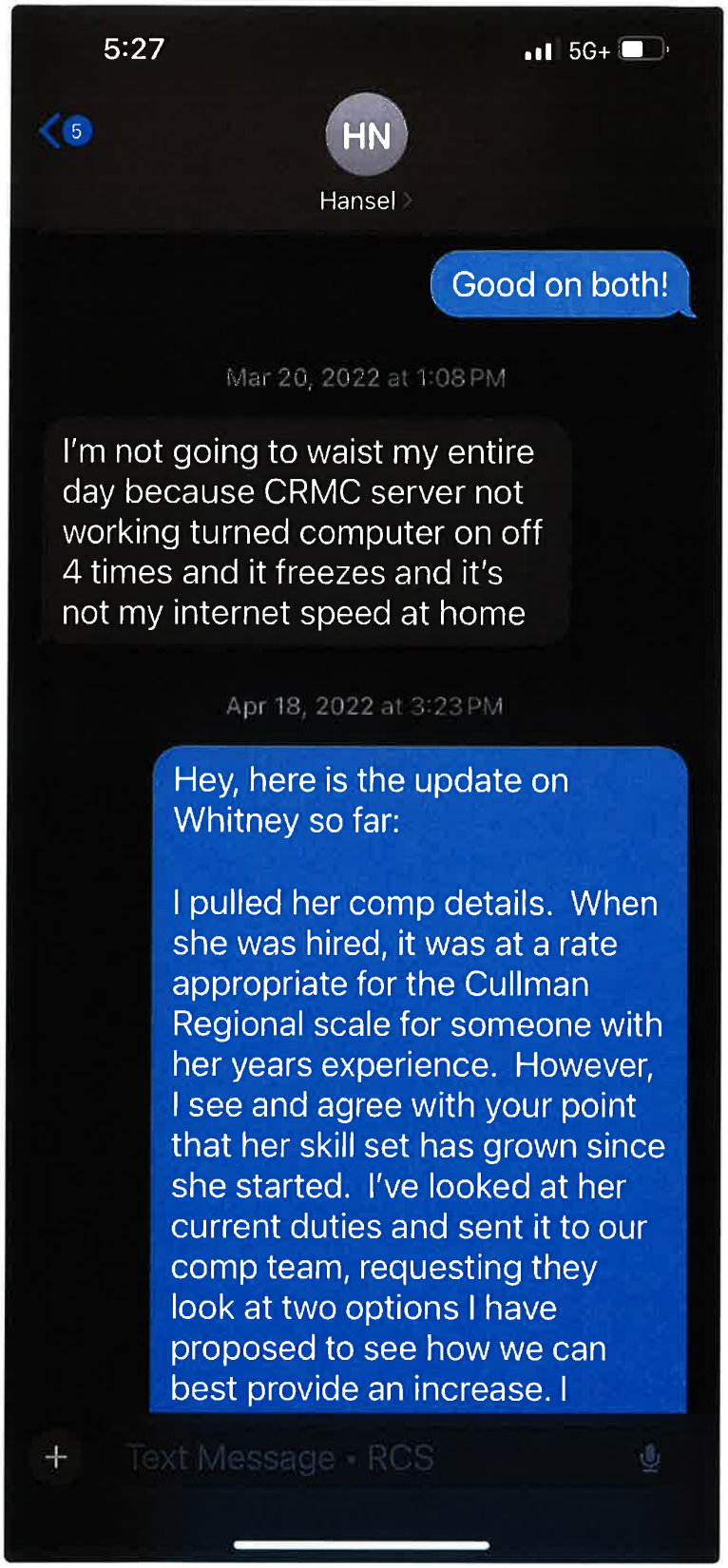

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HN
Hansel
Dec 8, 2021 at 12:43 PM
When will you have my bonus for November ready
Stacy reached out to billing again yesterday to check status. They stated the audit for October should be by the end of this week. As soon as we get it, I can calculate the bonus payment and get it to Lisa for review and approval.
That's for October what about November
It is my understanding that once we get clear audits, we can remove the delay and start paying like we were.
Almost all level 3 and 4 November still 14,700 bonus
I've pulled the November RVUs but haven't reviewed them yet because I knew the audit was pending. If you haven't done
Text Message · RCS

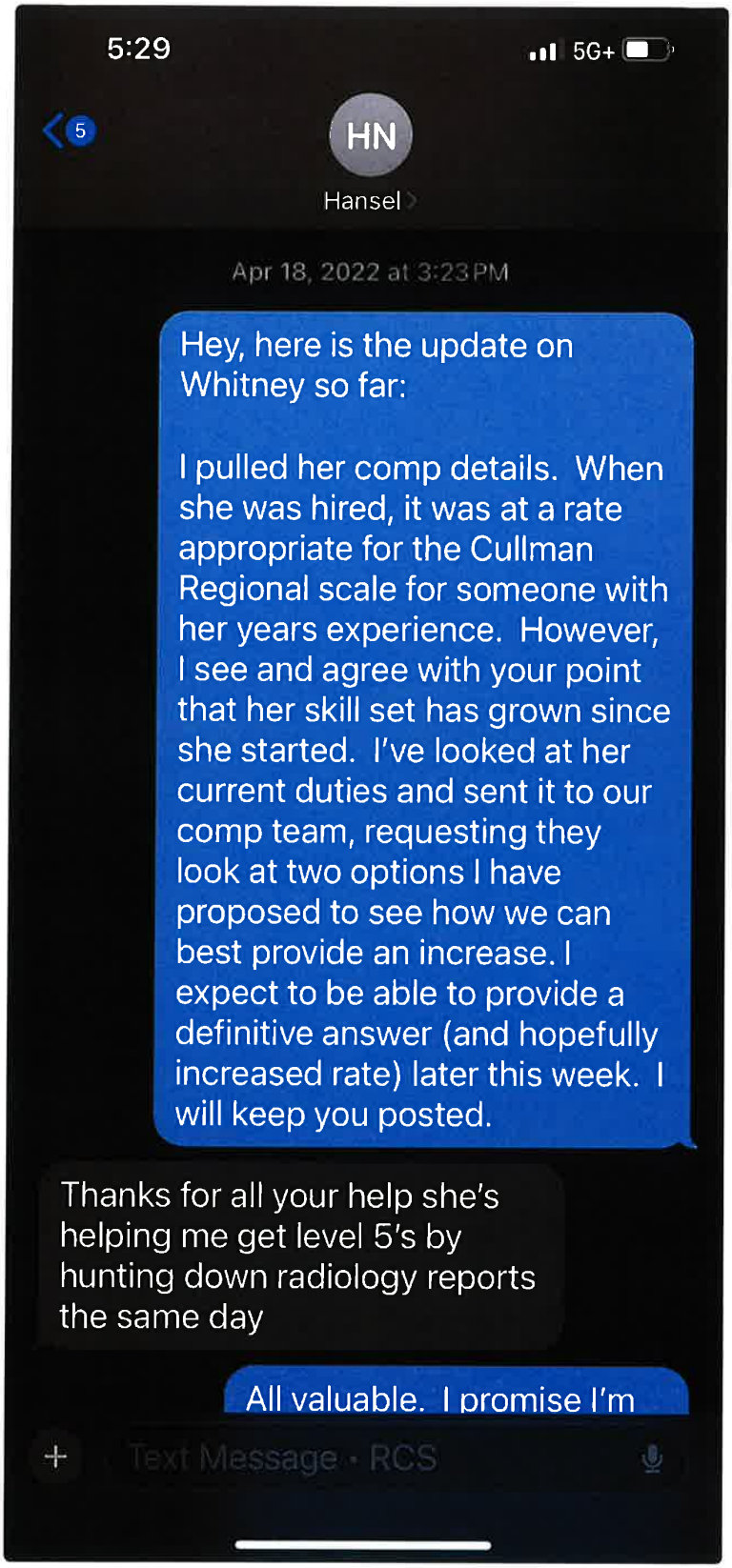

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HN
Hansel
I've pulled the November RVUs but haven't reviewed them yet because I knew the audit was pending. If you haven't done any 5s, will look at them now and see if we can go ahead and process. Give me a few.
I don't charge 5 anymore except 1 for 55 minutes psych therapy
I'm on it.
Ok, give me a call when you have a sec.
I have good news.
I sent the summary to your Cullman email and have submitted the payment request for review and approval.
Thank you 🙏
You are very welcome. I am sorry this has taken so long.
Text Message • RCS

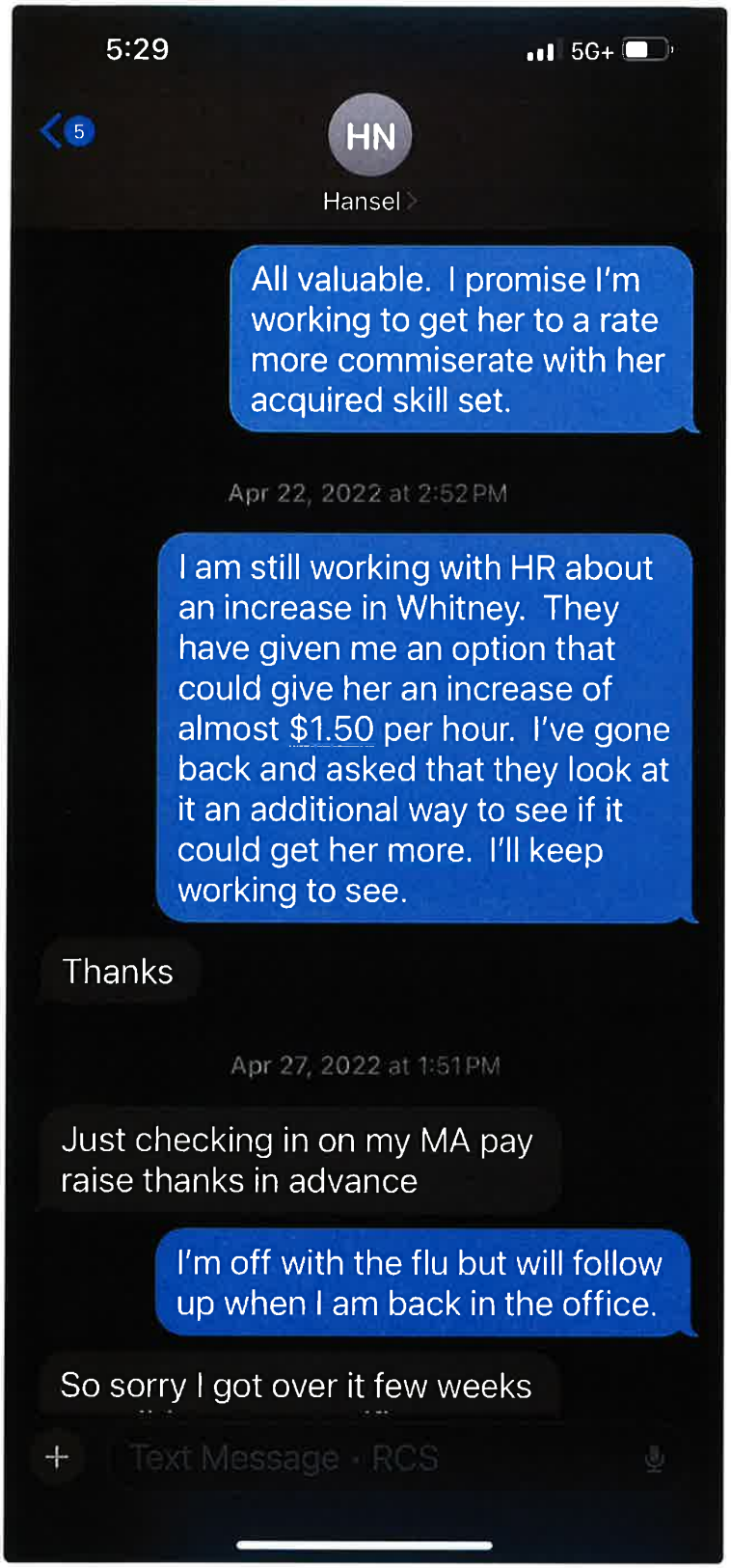

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HN
Hansel
All good thank you
Don't know how that heart showed up sorry
Sorry-I added it indicating I liked your kind comment.
You sent the heart thank you
Dec 30, 2021 at 10:18 AM
Computer at home is taking over 10 minutes to go to next lab I'm on vacation and IT is not calling me back
Finally working now happy new year
Feb 12, 2022 at 10:25 AM
I'm getting nowhere trying to do charts computer freezes constantly yet IT says my internet speed is great at home this is why I'm not getting
Text Message · RCS

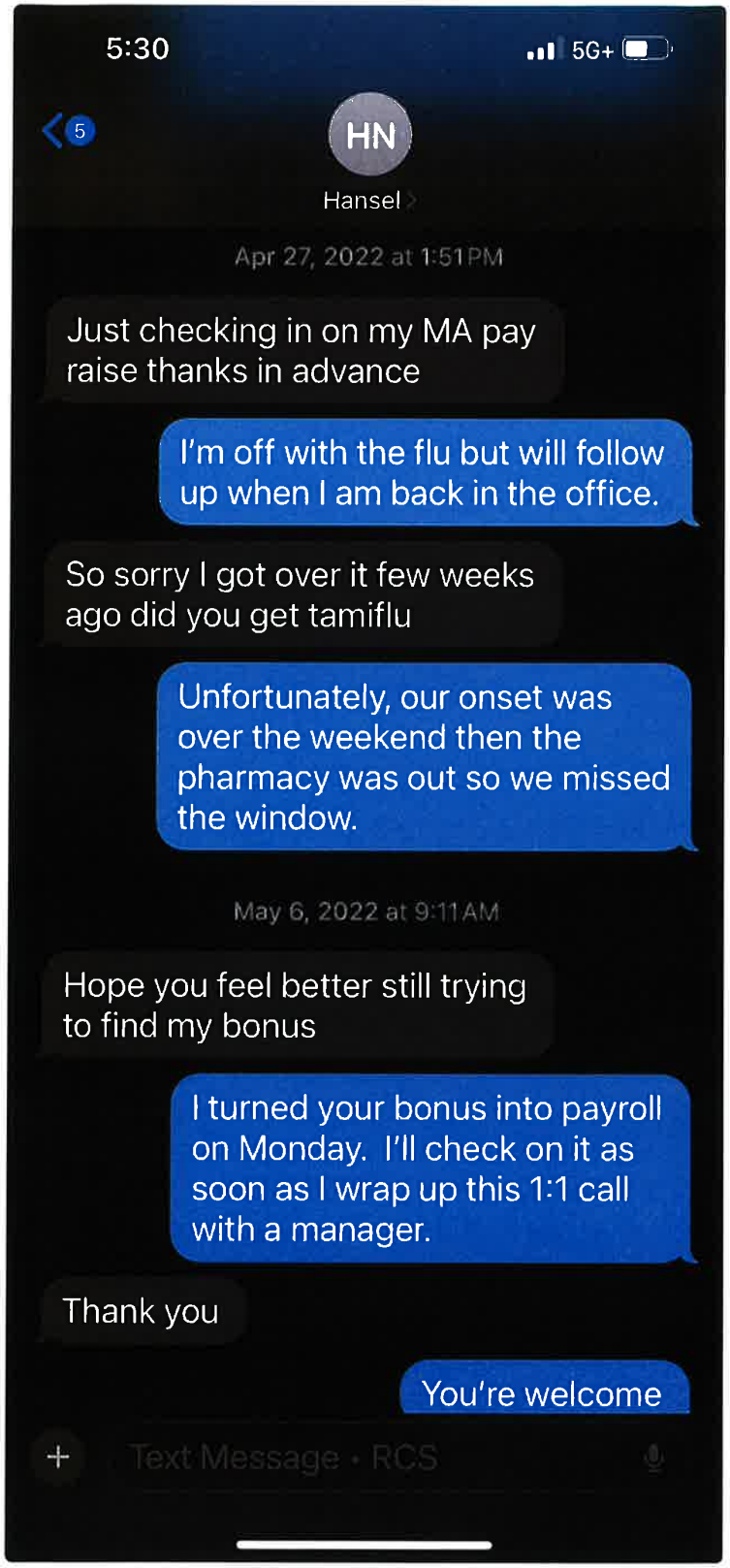

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HN
Hansel
Feb 12, 2022 at 10:25 AM
I'm getting nowhere trying to do charts computer freezes constantly yet IT says my internet speed is great at home this is why I'm not getting caught up on charts going to the CEO Monday no one truly helping me
Feb 12, 2022 at 11:26 AM
Text Message • RCS

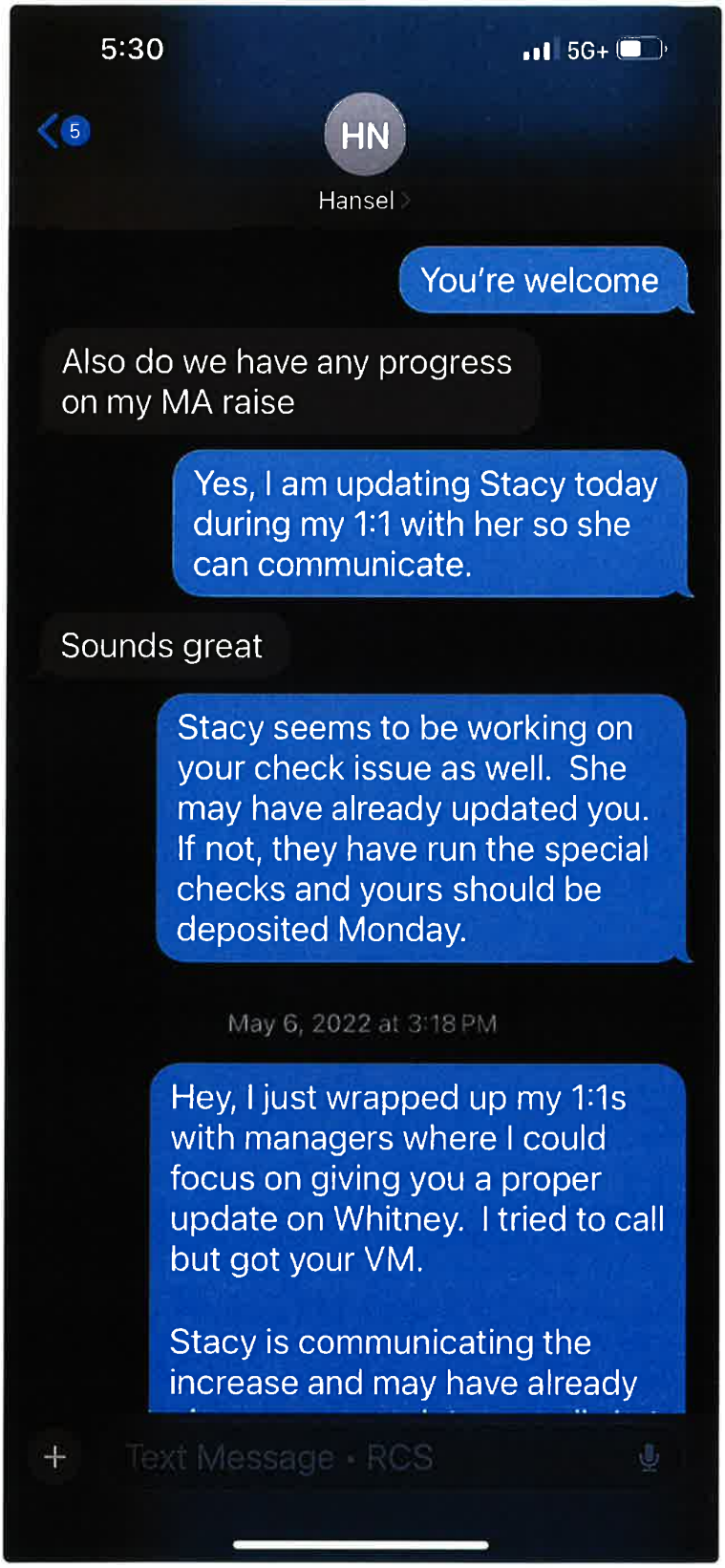

5:27
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HN
Hansel
Just part of it
Wow - that is an impressive collection!
There are 500 more trains still in boxes
It is very cool
Very expensive hobby tho
I'm sure!
Feb 12, 2022 at 1:26 PM
Is the computer allowing you to close charts at a normal pace now or is it still freezing up/ going slowly?
Doing great
I'm looking at my schedule and I'm doing something right or I wouldn't be getting referrals from my patients
Text Message · RCS

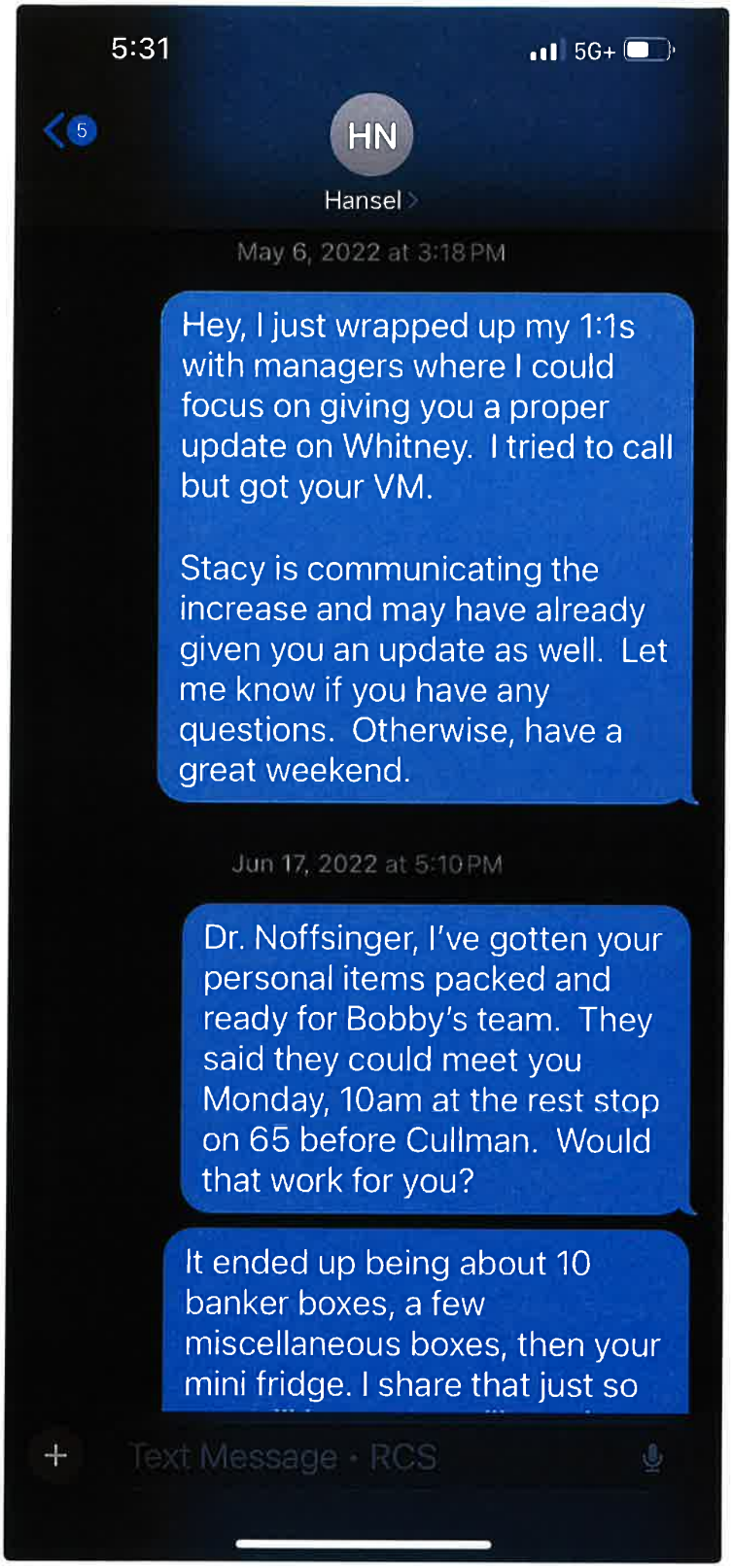

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HN
Hansel
Good on both!
Mar 20, 2022 at 1:08 PM
I'm not going to waist my entire day because CRMC server not working turned computer on off 4 times and it freezes and it's not my internet speed at home
Apr 18, 2022 at 3:23 PM
Hey, here is the update on Whitney so far:
I pulled her comp details. When she was hired, it was at a rate appropriate for the Cullman Regional scale for someone with her years experience. However, I see and agree with your point that her skill set has grown since she started. I've looked at her current duties and sent it to our comp team, requesting they look at two options I have proposed to see how we can best provide an increase. I
Text Message • RCS

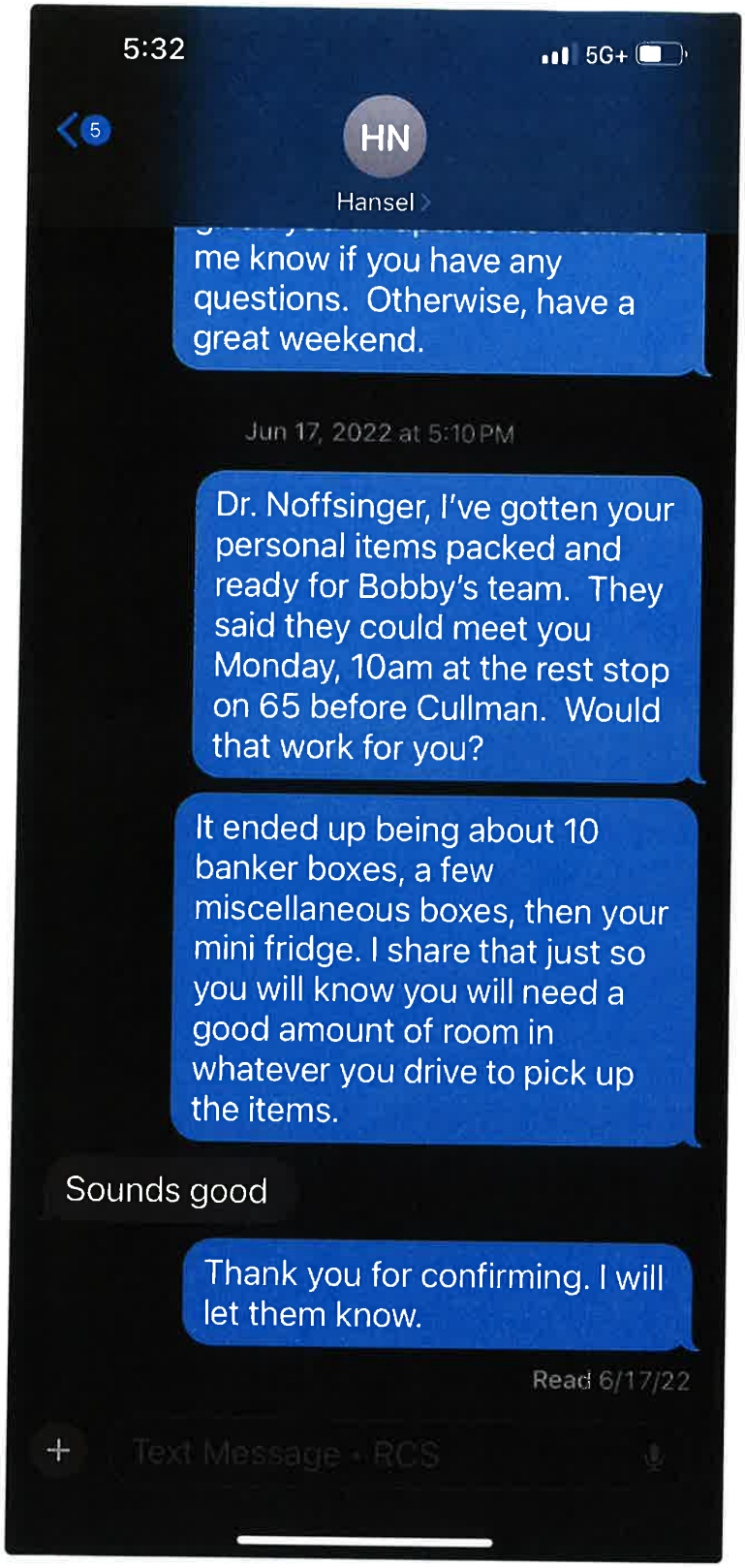

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HN
Hansel
Apr 18, 2022 at 3:23 PM
Hey, here is the update on Whitney so far:
I pulled her comp details. When she was hired, it was at a rate appropriate for the Cullman Regional scale for someone with her years experience. However, I see and agree with your point that her skill set has grown since she started. I've looked at her current duties and sent it to our comp team, requesting they look at two options I have proposed to see how we can best provide an increase. I expect to be able to provide a definitive answer (and hopefully increased rate) later this week. I will keep you posted.
Thanks for all your help she's helping me get level 5's by hunting down radiology reports the same day
All valuable. I promise I'm
Text Message · RCS


5:29
5G+
5
HN
Hansel
All valuable. I promise I'm working to get her to a rate more commiserate with her acquired skill set.
Apr 22, 2022 at 2:52 PM
I am still working with HR about an increase in Whitney. They have given me an option that could give her an increase of almost $1.50 per hour. I've gone back and asked that they look at it an additional way to see if it could get her more. I'll keep working to see.
Thanks
Apr 27, 2022 at 1:51 PM
Just checking in on my MA pay raise thanks in advance
I'm off with the flu but will follow up when I am back in the office.
So sorry I got over it few weeks
Text Message · RCS


5:30
5G+
5
HN
Hansel
Apr 27, 2022 at 1:51 PM
Just checking in on my MA pay raise thanks in advance
I'm off with the flu but will follow up when I am back in the office.
So sorry I got over it few weeks ago did you get tamiflu
Unfortunately, our onset was over the weekend then the pharmacy was out so we missed the window.
May 6, 2022 at 9:11 AM
Hope you feel better still trying to find my bonus
I turned your bonus into payroll on Monday. I'll check on it as soon as I wrap up this 1:1 call with a manager.
Thank you
You're welcome
Text Message · RCS


5:30
5G+
5
HN
Hansel
You're welcome
Also do we have any progress on my MA raise
Yes, I am updating Stacy today during my 1:1 with her so she can communicate.
Sounds great
Stacy seems to be working on your check issue as well. She may have already updated you. If not, they have run the special checks and yours should be deposited Monday.
May 6, 2022 at 3:18 PM
Hey, I just wrapped up my 1:1s with managers where I could focus on giving you a proper update on Whitney. I tried to call but got your VM.
Stacy is communicating the increase and may have already
Text Message • RCS


5:31
5G+
5
HN
Hansel
May 6, 2022 at 3:18 PM
Hey, I just wrapped up my 1:1s with managers where I could focus on giving you a proper update on Whitney. I tried to call but got your VM.
Stacy is communicating the increase and may have already given you an update as well. Let me know if you have any questions. Otherwise, have a great weekend.
Jun 17, 2022 at 5:10 PM
Dr. Noffsinger, I've gotten your personal items packed and ready for Bobby's team. They said they could meet you Monday, 10am at the rest stop on 65 before Cullman. Would that work for you?
It ended up being about 10 banker boxes, a few miscellaneous boxes, then your mini fridge. I share that just so
Text Message · RCS


5:32
5G+
5
HN
Hansel
me know if you have any questions. Otherwise, have a great weekend.
Jun 17, 2022 at 5:10 PM
Dr. Noffsinger, I've gotten your personal items packed and ready for Bobby's team. They said they could meet you Monday, 10am at the rest stop on 65 before Cullman. Would that work for you?
It ended up being about 10 banker boxes, a few miscellaneous boxes, then your mini fridge. I share that just so you will know you will need a good amount of room in whatever you drive to pick up the items.
Sounds good
Thank you for confirming. I will let them know.
Read 6/17/22
Text Message • RCS

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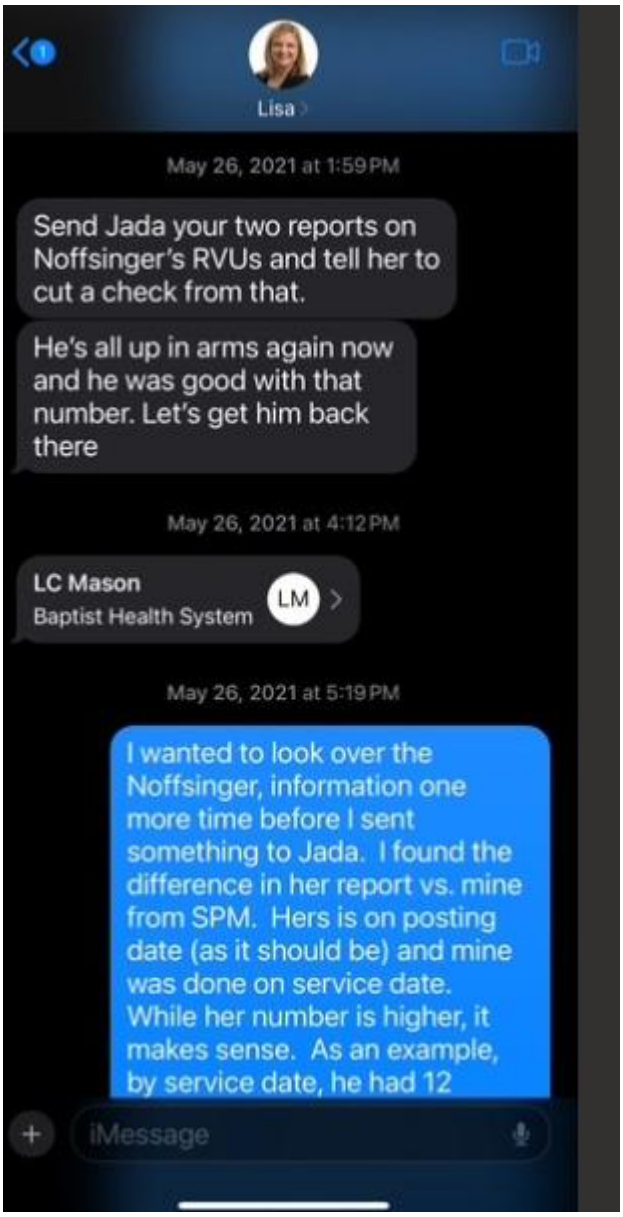
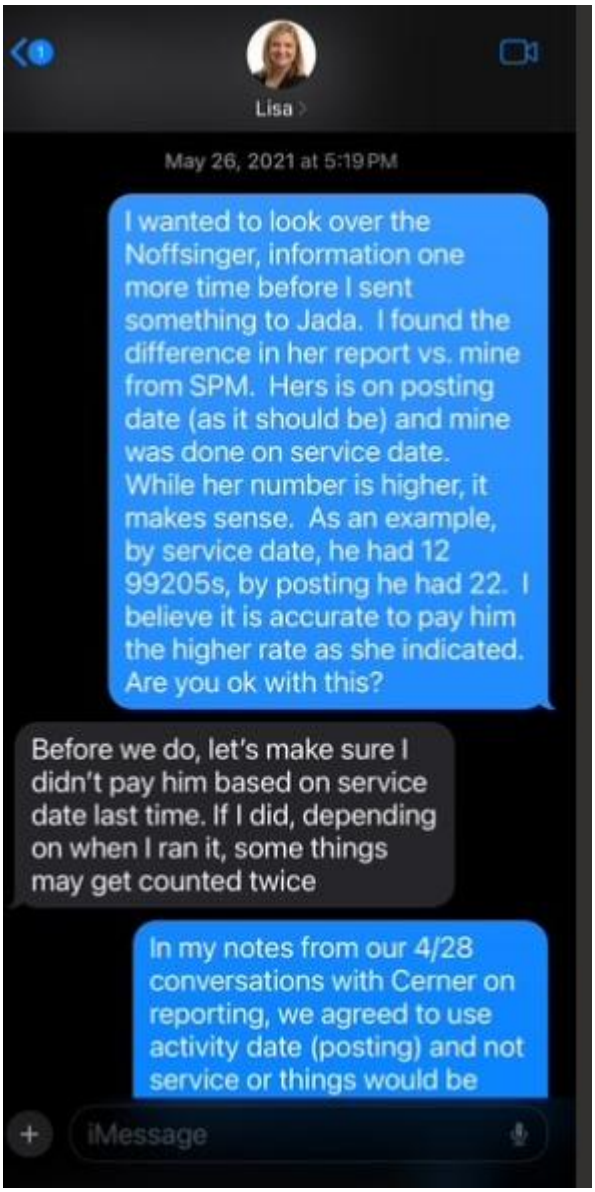
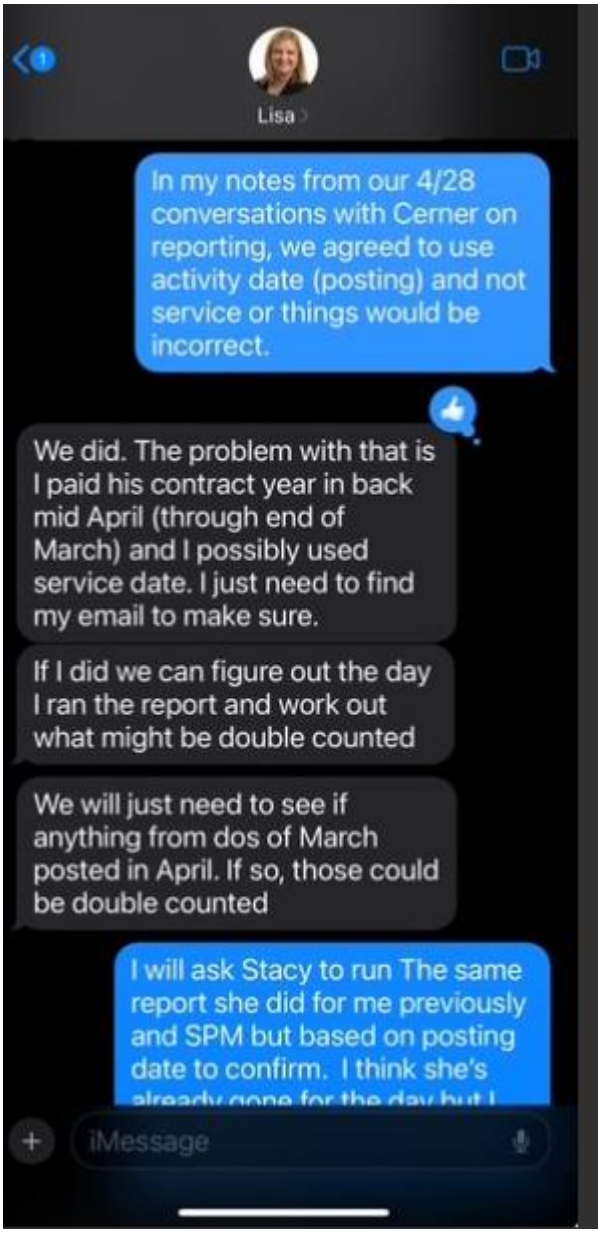


EXHIBIT D


Lisa
May 26, 2021 at 5:19 PM
I wanted to look over the Noffsinger, information one more time before I sent something to Jada. I found the difference in her report vs. mine from SPM. Hers is on posting date (as it should be) and mine was done on service date. While her number is higher, it makes sense. As an example, by service date, he had 12 99205s, by posting he had 22. I believe it is accurate to pay him the higher rate as she indicated. Are you ok with this?
Before we do, let's make sure I didn't pay him based on service date last time. If I did, depending on when I ran it, some things may get counted twice
In my notes from our 4/28 conversations with Cerner on reporting, we agreed to use activity date (posting) and not service or things would be
iMessage


Lisa
In my notes from our 4/28 conversations with Cerner on reporting, we agreed to use activity date (posting) and not service or things would be incorrect.
We did. The problem with that is I paid his contract year in back mid April (through end of March) and I possibly used service date. I just need to find my email to make sure.
If I did we can figure out the day I ran the report and work out what might be double counted
We will just need to see if anything from dos of March posted in April. If so, those could be double counted
I will ask Stacy to run The same report she did for me previously and SPM but based on posting date to confirm. I think she's
iMessage


Lisa
I will ask Stacy to run The same report she did for me previously and SPM but based on posting date to confirm. I think she's already gone for the day but I will ask her to do it first thing in the morning.
Ok. I can run it too. I'll also run it showing DOS in March with posting dates of April.
It was a transaction detail report.
Ok. I'm pretty sure I know how to get to it too.
I just sent you a copy of what Stacy sent me last week. If it can be changed from service to posting day, that should give us the best comparison for everything done from April 1 forward.
May 27, 2021 at 9:04 AM


Lisa
May 27, 2021 at 5:03 PM
Noffsinger is furious.
We should've just paid the 842 and started fresh in May
He told me he doesn't trust me at all.
I'll call him
Is he done with patients now?
We are still on the phone.
Ok just tell me when you are off and I can call if it's before 6 and when I have service. I have that meeting at 6:00 and won't be done until 7:30 if it's after
He is getting comfortable
Instructions for Collaborating Physician – Commencement of Collaborative Practice
iMessage

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2026 Mar-05 AM 10:00
U.S. DISTRICT COURT
N.D. OF ALABAMA

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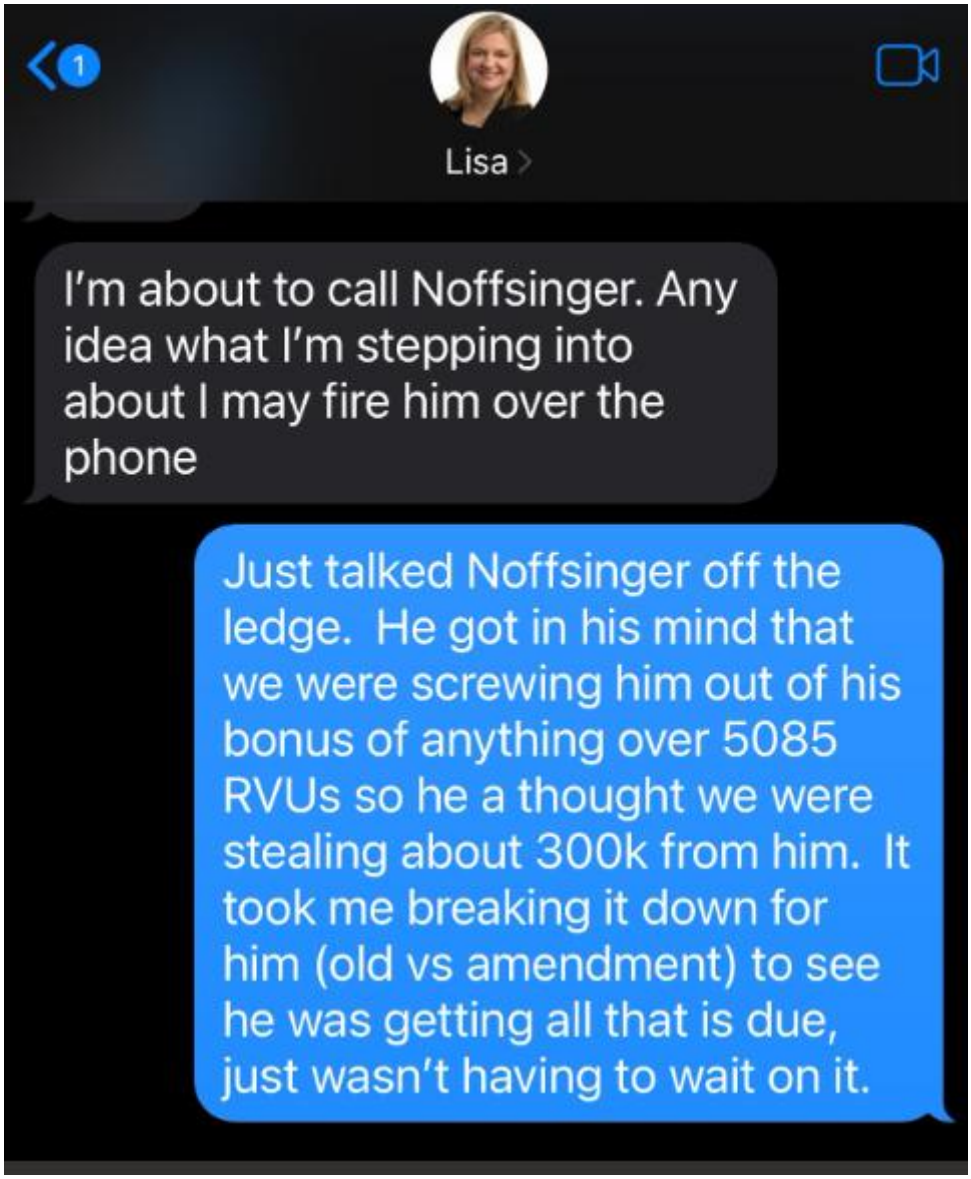
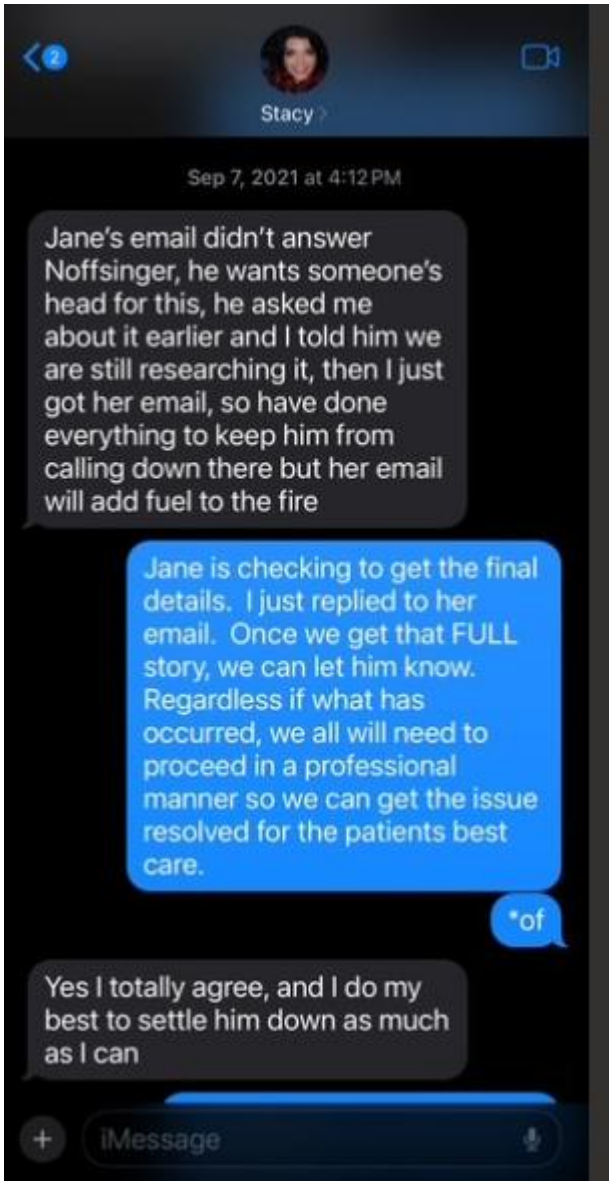


EXHIBIT E

FILED
2026 Mar-05 AM 10:00
U.S. DISTRICT COURT
N.D. OF ALABAMA

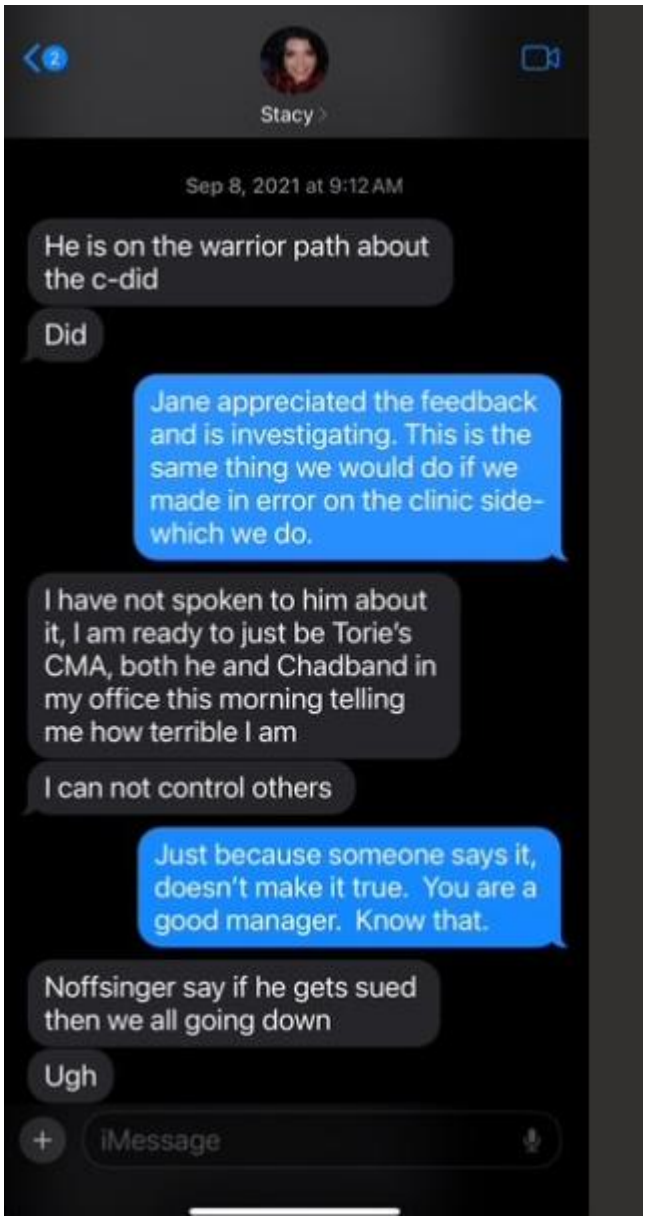
Evid to Motion for Summary Judgment - Exhibit 7

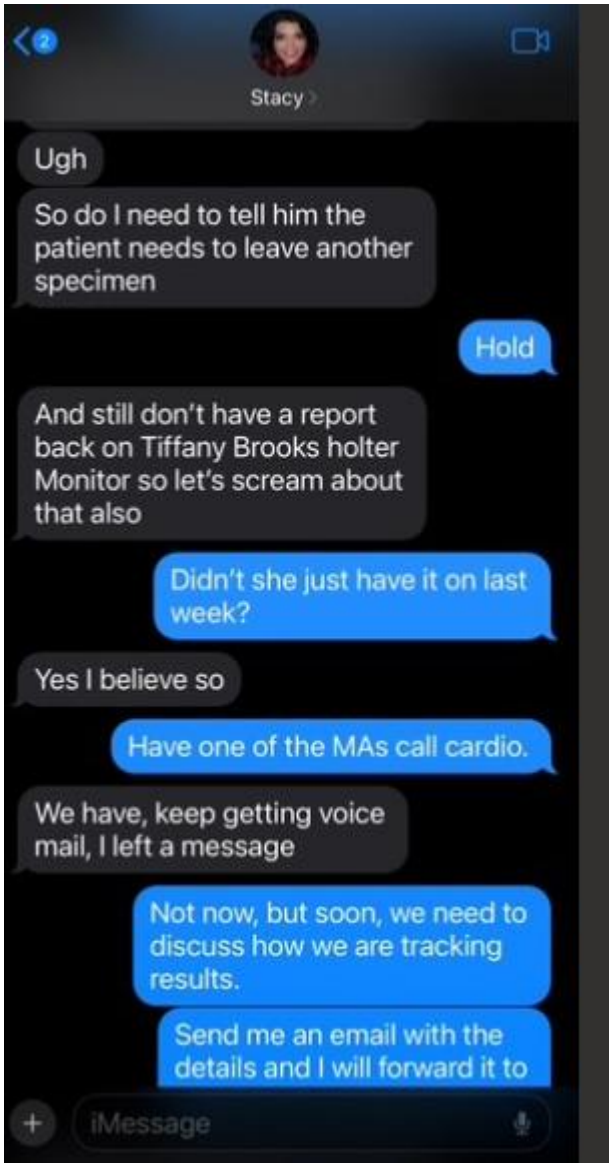


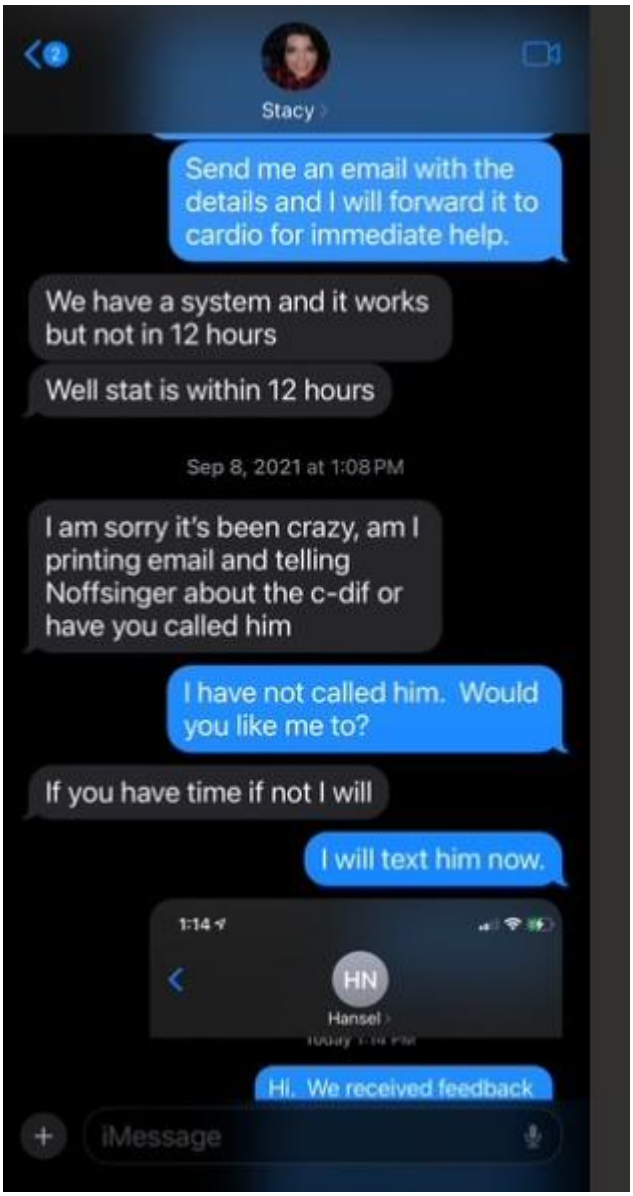
Cullman Regional 003062

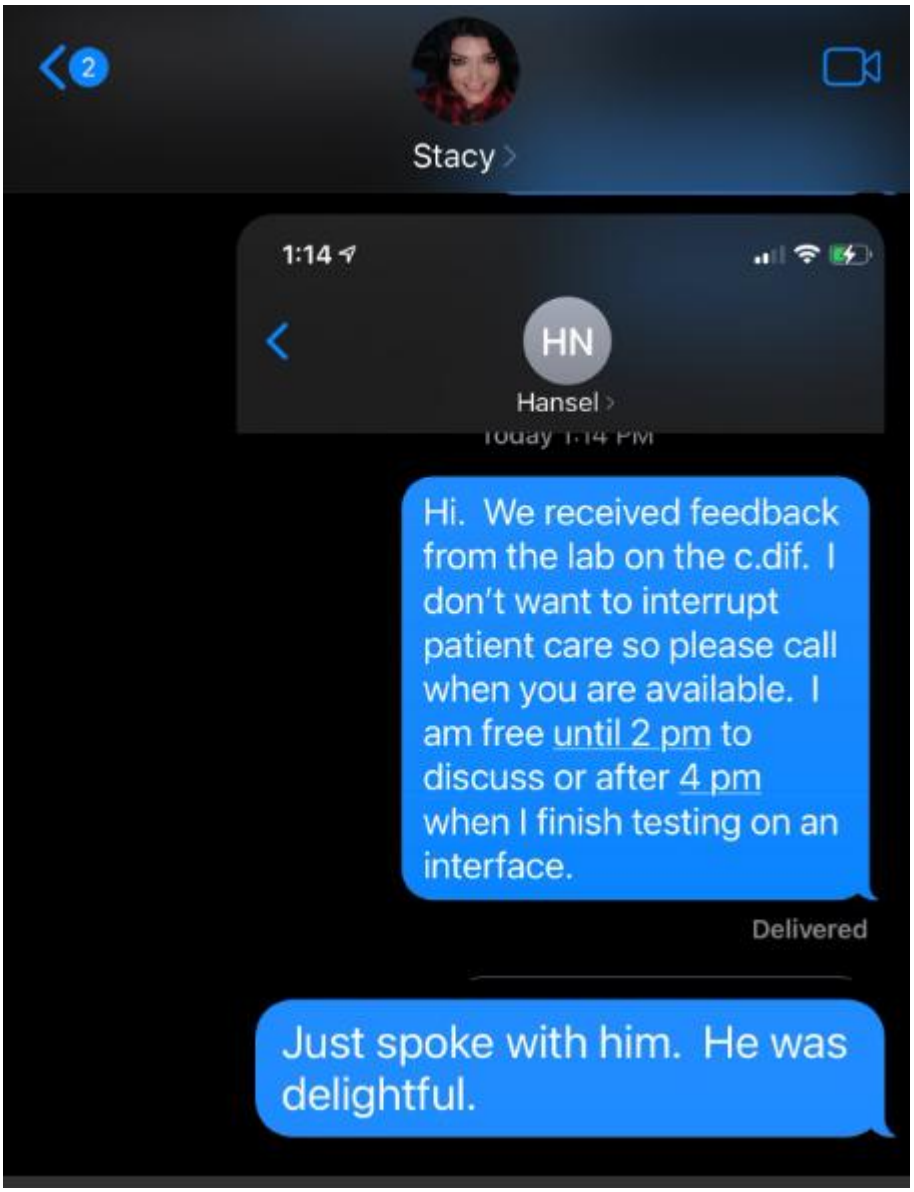
EXHIBIT F


4:18
5G+
2
Stacy
*of
Yes I totally agree, and I do my best to settle him down as much as I can
I know you do. You go above and beyond.


Stacy
Sep 8, 2021 at 9:12 AM
He is on the warrior path about the c-did
Did
Jane appreciated the feedback and is investigating. This is the same thing we would do if we made in error on the clinic side- which we do.
I have not spoken to him about it, I am ready to just be Torie's CMA, both he and Chadband in my office this morning telling me how terrible I am
I can not control others
Just because someone says it, doesn't make it true. You are a good manager. Know that.
Noffsinger say if he gets sued then we all going down
Ugh
iMessage


Stacy
Ugh
So do I need to tell him the patient needs to leave another specimen
Hold
And still don't have a report back on Tiffany Brooks holter Monitor so let's scream about that also
Didn't she just have it on last week?
Yes I believe so
Have one of the MAs call cardio.
We have, keep getting voice mail, I left a message
Not now, but soon, we need to discuss how we are tracking results.
Send me an email with the details and I will forward it to
iMessage


Stacy
Send me an email with the details and I will forward it to cardio for immediate help.
We have a system and it works but not in 12 hours
Well stat is within 12 hours
Sep 8, 2021 at 1:08 PM
I am sorry it's been crazy, am I printing email and telling Noffsinger about the c-dif or have you called him
I have not called him. Would you like me to?
If you have time if not I will
I will text him now.
1:14
HN
Hansel
Hi. We received feedback
iMessage


2
Stacy
1:14
HN
Hansel
Hi. We received feedback from the lab on the c.dif. I don't want to interrupt patient care so please call when you are available. I am free until 2 pm to discuss or after 4 pm when I finish testing on an interface.
Delivered
Just spoke with him. He was delightful.

Evid to Motion for Summary Judgment - Exhibit 8





Compliance Review Report

PRO-R-CULLP-202107 – CONFIDENTIAL

CULLMAN REGIONAL MEDICAL CENTER- PROFEE
NOFFSINGER MD, HANSEL

THE PEOPLE BEHIND THE NUMBERS™

EXHIBIT "G"

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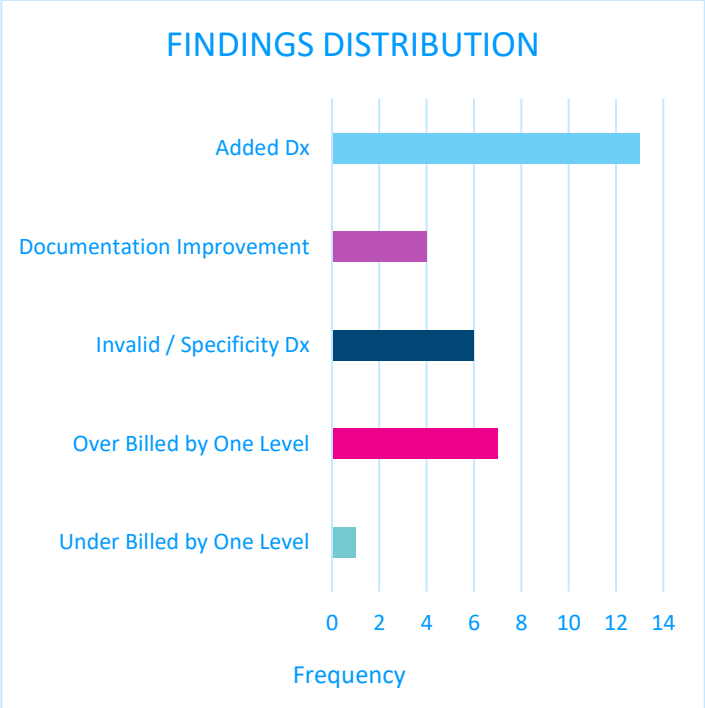
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CPT SUMMARY 5
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WORKSHEETS 7
DETAIL OF ACCOUNTS REVIEWED 41
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FINDINGS DISTRIBUTION

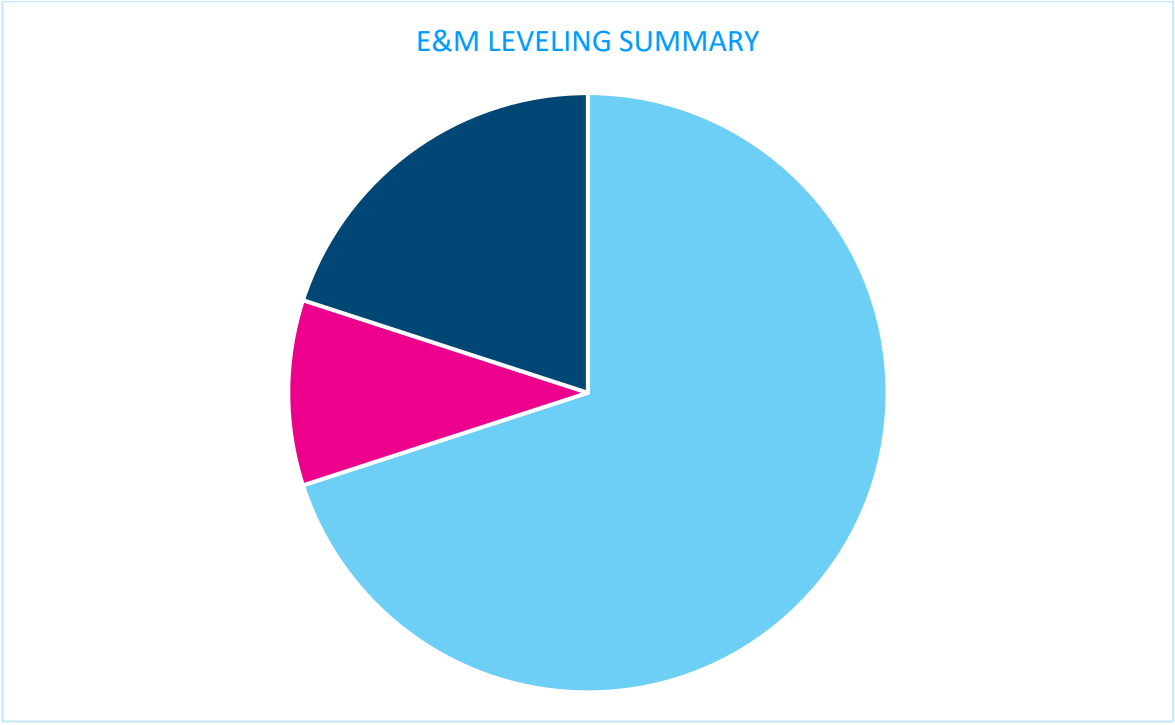
Records Reviewed	10
Records With Findings	9
Records Without Findings	1

Pro Fee Assigned	
DESCRIPTION	FREQUENCY
Added Dx	13
Over Billed by One Level	7
Invalid / Specificity Dx	6
Documentation Improvement	4
Under Billed by One Level	1



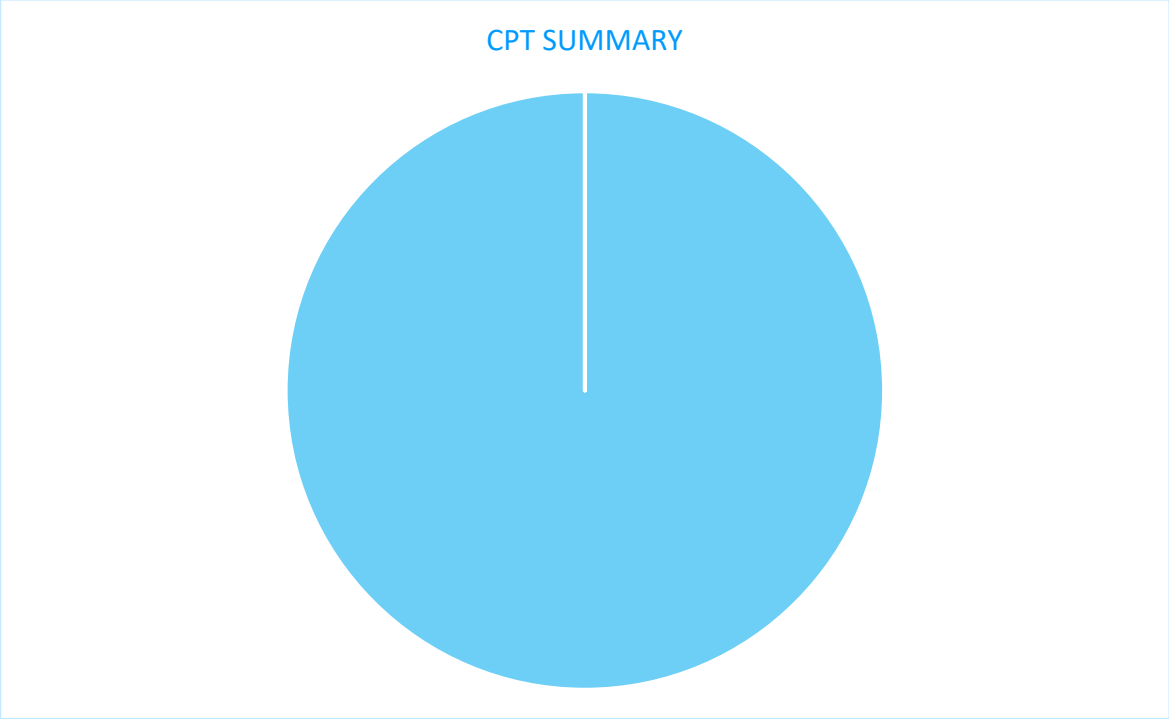
E&M LEVELING SUMMARY

Pro Fee Assigned		
DESCRIPTION	FREQUENCY	% of Pro Fee Assigned
Over Billed by One Level	7	70.00 %
Under Billed by One Level	1	10.00 %
No Change	2	20.00 %
	10	



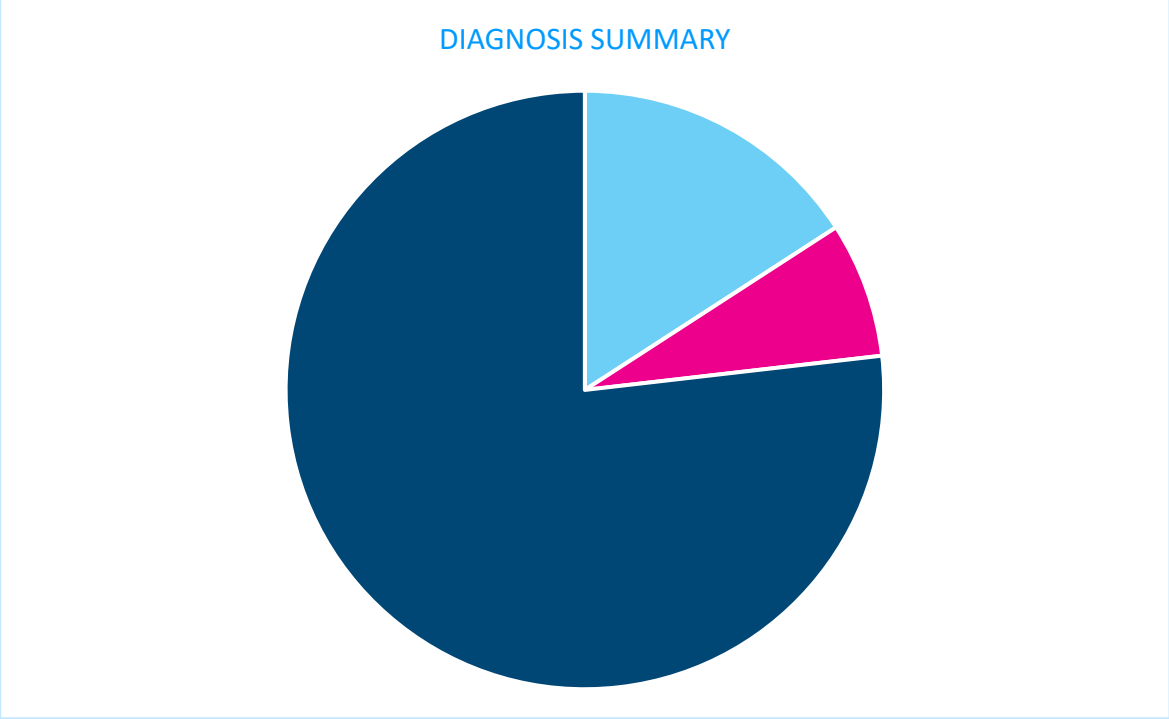
CPT SUMMARY

Pro Fee Assigned		
DESCRIPTION	FREQUENCY	% of Pro Fee Assigned
No Change	10	100.00 %
	10	



DIAGNOSIS SUMMARY

Pro Fee Assigned		
DESCRIPTION	FREQUENCY	% of Pro Fee Assigned
Added Dx	13	15.85 %
Invalid / Specificity Dx	6	7.32 %
No Change	63	76.83 %
	82	



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Text between Lisa Courtney and Schinley Land re: Noffsinger

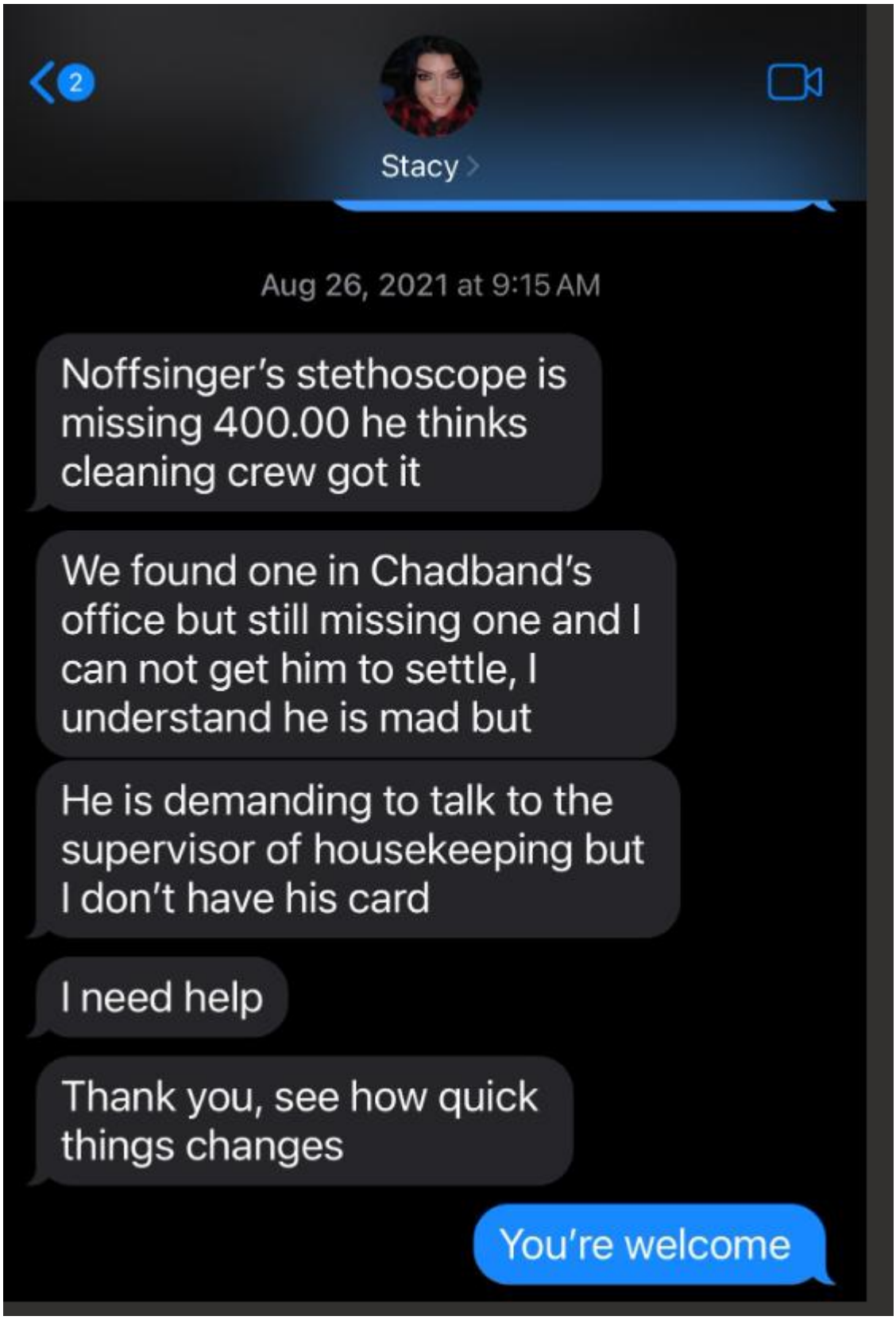



4:55
5G+
Lisa
Who is Trish, again?
CMA for Nicole use to be Cindy (crazy NP) CMA
The patient issue and what she has done is two separate things but they tie together with a bigger issue
May 4, 2021 at 9:09 AM
Noffsinger has demanded a meeting with HR. I've set it up for 4:30. I told Pam I want you to attend so we can get him to start going to you about issues.
He is in the wrong and zero clue he is
iMessage


Lisa
May 4, 2021 at 12:32 PM
I just got the update that all approvals are in place and I can head to the dealership to get everything signed. Ill let you know as soon as I'm done and heading that way.
Ok. I'm sorry you even have to head this way. Stupid Noffsinger
Aha-he was good when I spoke with him earlier. We will get it all handled.
Think I need to move our 2:00 to tomorrow?
Ok
Please do. I'm still here.
iMessage

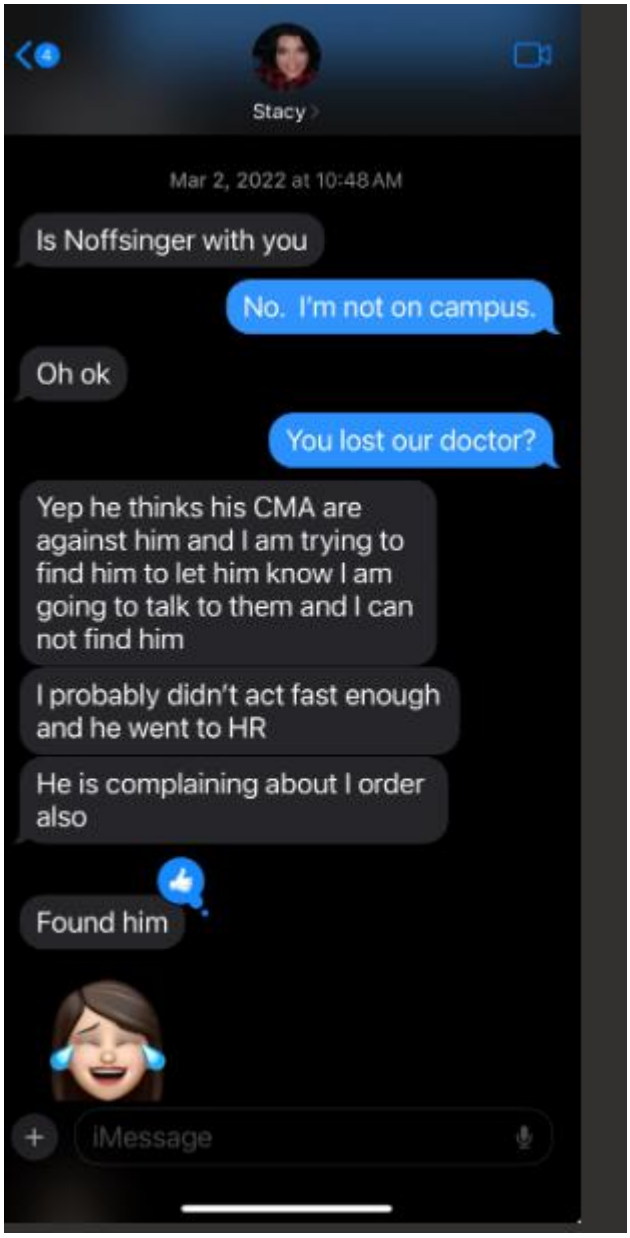
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2026 Mar-05 AM 10:00
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Evid to Motion for Summary Judgment - Exhibit 11



Cullman Regional 003092

EXHIBIT J

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Evid to Motion for Summary Judgment - Exhibit 12

Robert Lockwood

From: Land, Schinley
Sent: Thursday, April 22, 2021 11:54 AM
To: Stephens, Chasity
Subject: RE: Charges: Dr. Noffsinger

Chasity, thank you for confirming. I felt like there must be a failsafe in the system that required the signed note before billing but since I am not yet familiar on our EHR I wanted to confirm. I appreciate this information tremendously.

-schinley

Schinley Land
Execitive Director of Physician Services
Cullman Regional Medical Center
PO Box 1108
Cullman, AL 35056
Phone: 205-213-7790

From: Stephens, Chasity
Sent: Thursday, April 22, 2021 11:48 AM
To: Land, Schinley
Subject: RE: Charges: Dr. Noffsinger

I know that we would not submit a claim for the encounter until Dr. Noffsinger finalizes his notes.

From: Land, Schinley
Sent: Thursday, April 22, 2021 11:06 AM
To: Stephens, Chasity <Chasity.Stephens@cullmanregional.com>
Subject: RE: Charges: Dr. Noffsinger

Chasity,

Thank you for this helpful information. Do you know what the process will be next week? What I have learned is that Dr. Noffsinger finalizes the majority of his notes for a given week on Friday and Saturday instead of on the date of service. While I am looking at how we can refine the offices processes to shorten the lag, I want to make sure we aren't billing for encounters until the note is signed. Any insight you can offer on what to anticipate is welcome.

-schinley

Schinley Land
Execitive Director of Physician Services
Cullman Regional Medical Center
PO Box 1108
Cullman, AL 35056
Phone: 205-213-7790

From: Stephens, Chasity
Sent: Thursday, April 22, 2021 11:01 AM
To: Land, Schinley
Subject: RE: Charges: Dr. Noffsinger

With the system conversion at the offices this week, there are no outgoing bills for any providers. Cerner will be here to train our billing staff next week to submit claims with live charges from this week.

From: Land, Schinley
Sent: Thursday, April 22, 2021 10:55 AM
To: Stephens, Chasity <Chasity.Stephens@cullmanregional.com>
Subject: Charges: Dr. Noffsinger

Chasity,

In reviewing workflows yesterday for Primary Care North, a question arose about charges for Dr. Noffsinger. Can you tell me if any charges have been billed for him from dates of service this week?

-schinley

Schinley Land
Execitive Director of Physician Services
Cullman Regional Medical Center
PO Box 1108
Cullman, AL 35056
Phone: 205-213-7790

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2026 Mar-05 AM 10:00
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Evid to Motion for Summary Judgment - Exhibit 13

Robert Lockwood

From: Stephens, Chasity
Sent: Tuesday, August 10, 2021 9:15 AM
To: Land, Schinley; Graves, Stacy
Cc: Waters, Tammy
Subject: RE: FCN Outstanding July documentation

Tammy will be contacting Stacy today to provide a list and establish a plan for an ongoing communication. I believe there is an option for Stacy to have an actual work queue that Tammy could refer encounters for completion. This may be too cumbersome for Stacy but I wanted to mention it as an option.

From: Land, Schinley
Sent: Tuesday, August 10, 2021 9:12 AM
To: Stephens, Chasity <Chasity.Stephens@cullmanregional.com>; Graves, Stacy <Stacy.Graves@cullmanregional.com>
Subject: RE: FCN Outstanding July documentation

Stacy is escalating a request to Talitha so see if the same/similar visual cues in SPM are also available in CPM. However, we would request the updated list today and then would like something weekly (Mondays) that she can use to help keep the providers on track and accountable until the pattern we need is firmly established.

-schinley

Schinley Land
Executive Director of Physician Services
Cullman Regional Medical Center
PO Box 1108
Cullman, AL 35056
Phone: 205-213-7790

From: Stephens, Chasity
Sent: Tuesday, August 10, 2021 8:49 AM
To: Graves, Stacy <Stacy.Graves@cullmanregional.com>; Land, Schinley <Schinley.Land@cullmanregional.com>
Subject: RE: FCN Outstanding July documentation

Hi Stacy,

I will ask Tammy to give you an updated list. She may also be able to share insight on how you could see this for yourself in CPM.

From: Graves, Stacy
Sent: Monday, August 9, 2021 6:38 PM
To: Land, Schinley <Schinley.Land@cullmanregional.com>; Stephens, Chasity <Chasity.Stephens@cullmanregional.com>
Subject: RE: FCN Outstanding July documentation

Is there any way I can get an updated list or can I see the list that is clipped to this email? When we had SPM I was able to look and see what had not been done and I would try to go to the provider before Tammy would call or send us a list of names. With CPM I do not know where to look to make sure things are done in a timely manner, I feel like I cannot

stay on the providers as well as I used to before switching systems. I will get with these providers ASAP and get this cleaned up.
Thanks
Stacy

From: Land, Schinley
Sent: Monday, August 9, 2021 6:28 PM
To: Graves, Stacy <Stacy.Graves@cullmanregional.com>
Subject: FW: FCN Outstanding July documentation

Stacy,

Thursday, outstanding claims was a point of discussion on the RCAT call. While I know Dr. Noffsinger finalizes his notes each weekend, the listing below is what they shared as outstanding charges. You will see that Nicole has some around two weeks old and Dr. Noffsinger has many from mid-July. I am not certain on if this are all provider delays or if some are injections/nurse visits that need to be finalized. Either way, please connect with the teams to ensure these are brought current (if they haven't already) and remain up to date. For most of our primary care providers, the lag should be 1 day with 3 as the maximum. For Dr. Noffsinger, we have made an exception due to this volume and extend it to 7 days.

Please let me know if you are your team have questions or concerns about his request. Also, please let me know when these are resolved.

-schinley

Schinley Land
Executive Director of Physician Services
Cullman Regional Medical Center
PO Box 1108
Cullman, AL 35056
Phone: 205-213-7790

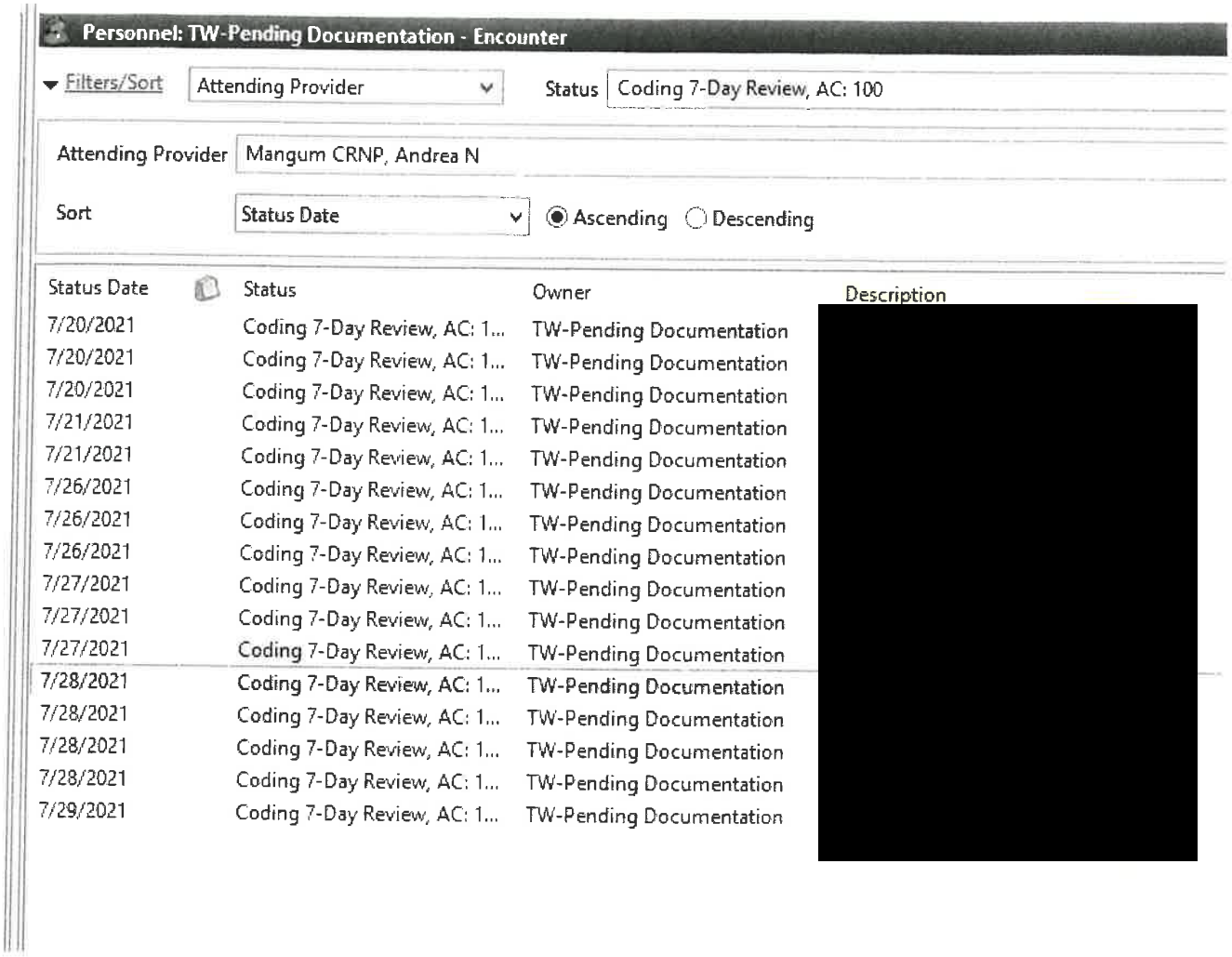
From: Stephens, Chasity
Sent: Thursday, August 5, 2021 2:27 PM
To: Land, Schinley <Schinley.Land@cullmanregional.com>
Subject: FW: FCN Outstanding July documentation

Please let me know if anything more is needed. Thanks for your help in everything!

From: Waters, Tammy
Sent: Thursday, August 5, 2021 2:26 PM
To: Stephens, Chasity <Chasity.Stephens@cullmanregional.com>
Subject: FCN Outstanding July documentation

Chasity,
Here is the list of outstanding notes for FCN

N. Mangum



Personnel: TW-Pending Documentation - Encounter

Filters/Sort | Attending Provider | Status: Coding 7-Day Review, AC: 100

Attending Provider: Mangum CRNP, Andrea N

Sort: Status Date | Ascending | Descending

Status Date	Status	Owner	Description
7/20/2021	Coding 7-Day Review, AC: 1...	TW-Pending Documentation	[redacted]
7/20/2021	Coding 7-Day Review, AC: 1...	TW-Pending Documentation	
7/20/2021	Coding 7-Day Review, AC: 1...	TW-Pending Documentation	
7/21/2021	Coding 7-Day Review, AC: 1...	TW-Pending Documentation	
7/21/2021	Coding 7-Day Review, AC: 1...	TW-Pending Documentation	
7/26/2021	Coding 7-Day Review, AC: 1...	TW-Pending Documentation	
7/26/2021	Coding 7-Day Review, AC: 1...	TW-Pending Documentation	
7/26/2021	Coding 7-Day Review, AC: 1...	TW-Pending Documentation	
7/27/2021	Coding 7-Day Review, AC: 1...	TW-Pending Documentation	
7/27/2021	Coding 7-Day Review, AC: 1...	TW-Pending Documentation	
7/27/2021	Coding 7-Day Review, AC: 1...	TW-Pending Documentation	
7/28/2021	Coding 7-Day Review, AC: 1...	TW-Pending Documentation	
7/28/2021	Coding 7-Day Review, AC: 1...	TW-Pending Documentation	
7/28/2021	Coding 7-Day Review, AC: 1...	TW-Pending Documentation	
7/28/2021	Coding 7-Day Review, AC: 1...	TW-Pending Documentation	
7/29/2021	Coding 7-Day Review, AC: 1...	TW-Pending Documentation	

Dr. Noffsinger

Personnel: TW-Pending Documentation - Encounter

Filters/Sort | Attending Provider | Status: Coding 7-Day Review, AC: 100

Attending Provider: Noffsinger MD, Hansel

Sort: Status Date | (●) Ascending ( ) Descending

Status Date	Status	Owner	Description
7/13/2021	Coding 7-Day Review, AC: 1...	TW-Pending Documentation	[redacted]
7/13/2021	Coding 7-Day Review, AC: 1...	TW-Pending Documentation	
7/13/2021	Coding 7-Day Review, AC: 1...	TW-Pending Documentation	
7/13/2021	Coding 7-Day Review, AC: 1...	TW-Pending Documentation	
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Status Date	Status	Owner	Description
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Filters/Sort | Attending Provider | Status | Coding 7-Day Review, AC: 100

Attending Provider | Noffsinger MD, Hansel

Sort | Status Date | Ascending | Descending

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Personnel: TW-Pending Documentation - Encounter

Filters/Sort | Attending Provider | Status: Coding 7-Day Review, AC: 100

Attending Provider: Noffsinger MD, Hansel

Sort: Status Date | Ascending | Descending

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Personnel: TW-Pending Documentation - Encounter

Filters/Sort | Attending Provider | Status: Coding 7-Day Review, AC: 100

Attending Provider: Noffsinger MD, Hansel

Sort: Status Date | Ascending | Descending

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[redacted]

Thank you,
Tammy Waters, CCA, CCS-P
Billing Specialist
Cullman Regional Medical Group
Tel: (256)737-2154
Fax: (256)801-7626

CULLMAN
REGIONAL

FILED
2026 Mar-05 AM 10:00
U.S. DISTRICT COURT
N.D. OF ALABAMA

Evid to Motion for Summary Judgment - Exhibit 14

Robert Lockwood

From: Land, Schinley
Sent: Friday, September 9, 2022 8:34 AM
To: Courtney, Lisa
Subject: FW: Notes Needed-Dr. Noffsinger 2nd Notice

Follow Up Flag: Follow up
Flag Status: Flagged

-schinley

Schinley Land
Executive Director of Physician Services
Cullman Regional Medical Center
1912 Alabama Highway 157
Cullman, AL 35058
Phone: 205-213-7790

From: Land, Schinley <Schinley.Land@cullmanregional.com>
Sent: Monday, November 29, 2021 2:39 PM
To: Noffsinger, Hansel <Hansel.Noffsinger@cullmanregional.com>
Subject: Fwd: Notes Needed-Dr. Noffsinger 2nd Notice

Hey, Dr. Noffsinger, Billing sent me the list below of encounters that need notes. I know you usually complete notes over the weekend but some of these dates are greater than a week old. Please go ahead and finish the notes for these encounters. They assure me the audit info for October will be done soon so we can get this all addressed and move forward.

-schinley
Sent from my iPhone

Begin forwarded message:

> **From:** "Waters, Tammy" <Tammy.Waters@cullmanregional.com>
> **Date:** November 29, 2021 at 11:20:54 AM CST
> **To:** "Graves, Stacy" <Stacy.Graves@cullmanregional.com>
> **Cc:** "Stephens, Chasity" <Chasity.Stephens@cullmanregional.com>, "Land, Schinley" <Schinley.Land@cullmanregional.com>
> **Subject: FW: Notes Needed-Dr. Noffsinger 2nd Notice**
>
> **Second notice on the below list of notes.**
>
> *Thank you,*
> *Tammy Waters, CCA, CCS-P*
> Outpatient Coder II
> Cullman Regional Medical Group

Cullman Regional 002398

EXHIBIT M

Tel: (256)737-2154
Fax: (256)801-7626

CULLMAN
REGIONAL

From: Waters, Tammy
Sent: Monday, November 22, 2021 1:55 PM
To: Graves, Stacy <Stacy.Graves@cullmanregional.com>
Cc: Stephens, Chasity <Chasity.Stephens@cullmanregional.com>
Subject: Notes Needed-Dr. Noffsinger 1st Notice

Attending Provider: Noffsinger MD, Hansel

Sort: Priority ○ Ascending ◉ Descending

Status Date	Status	Owner	Description
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Attending Provider: Noffsinger MD, Hansel

Sort: Priority ○ Ascending ◉ Descending

Status Date	Status	Owner	Description
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Attending Provider | Noffsinger MD, Hansel

Sort Priority ◯ Ascending ◉ Descending

Status Date	Status	Owner	Description
~~11/15/2021~~	~~Coding 7-Day Review, AC: ...~~	~~TW-Pending Documentation~~	[redacted]
11/17/2021	Coding 7-Day Review, AC: ...	TW-Pending Documentation	
11/17/2021	Coding 7-Day Review, AC: ...	TW-Pending Documentation	
11/17/2021	Coding 7-Day Review, AC: ...	TW-Pending Documentation	
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11/17/2021	Coding 7-Day Review, AC: ...	TW-Pending Documentation	

Attending Provider: Noffsinger MD, Hansel

Sort: Priority ◯ Ascending ◉ Descending

Status Date	Status	Owner	Description
11/18/2021	Coding 7-Day Review, AC: ...	TW-Pending Documentation	[redacted]
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Attending Provider: Noffsinger MD, Hansel

Sort: Priority ◯ Ascending ◉ Descending

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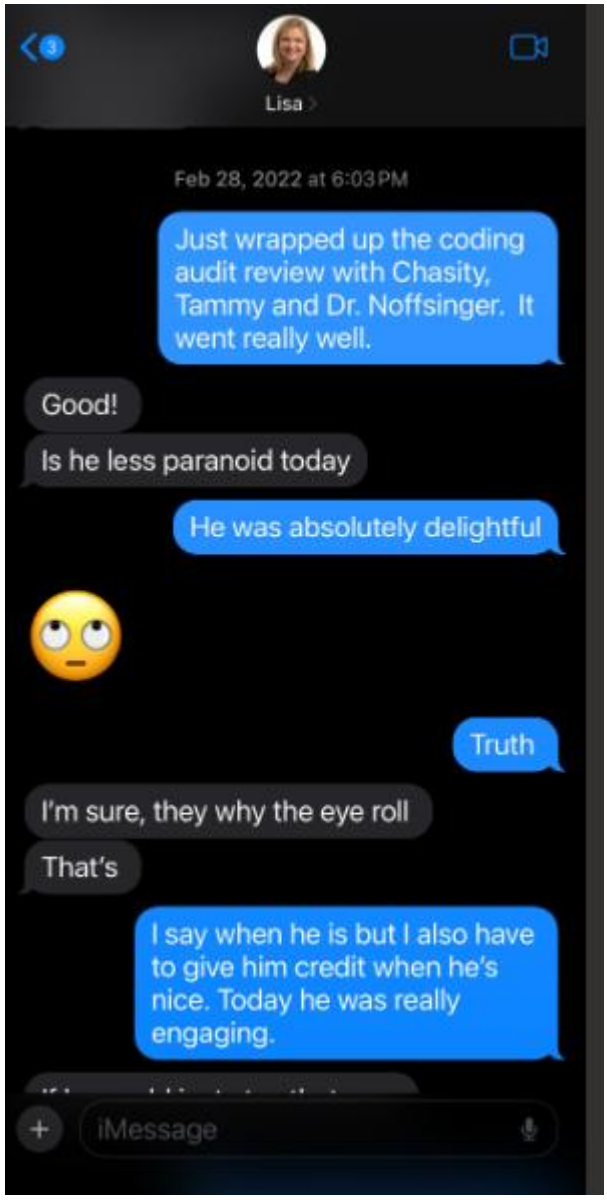
Thank you,

Tammy Waters, CCA, CCS-P
Outpatient Coder II
Cullman Regional Medical Group
Tel: (256)737-2154
Fax: (256)801-7626

CULLMAN REGIONAL

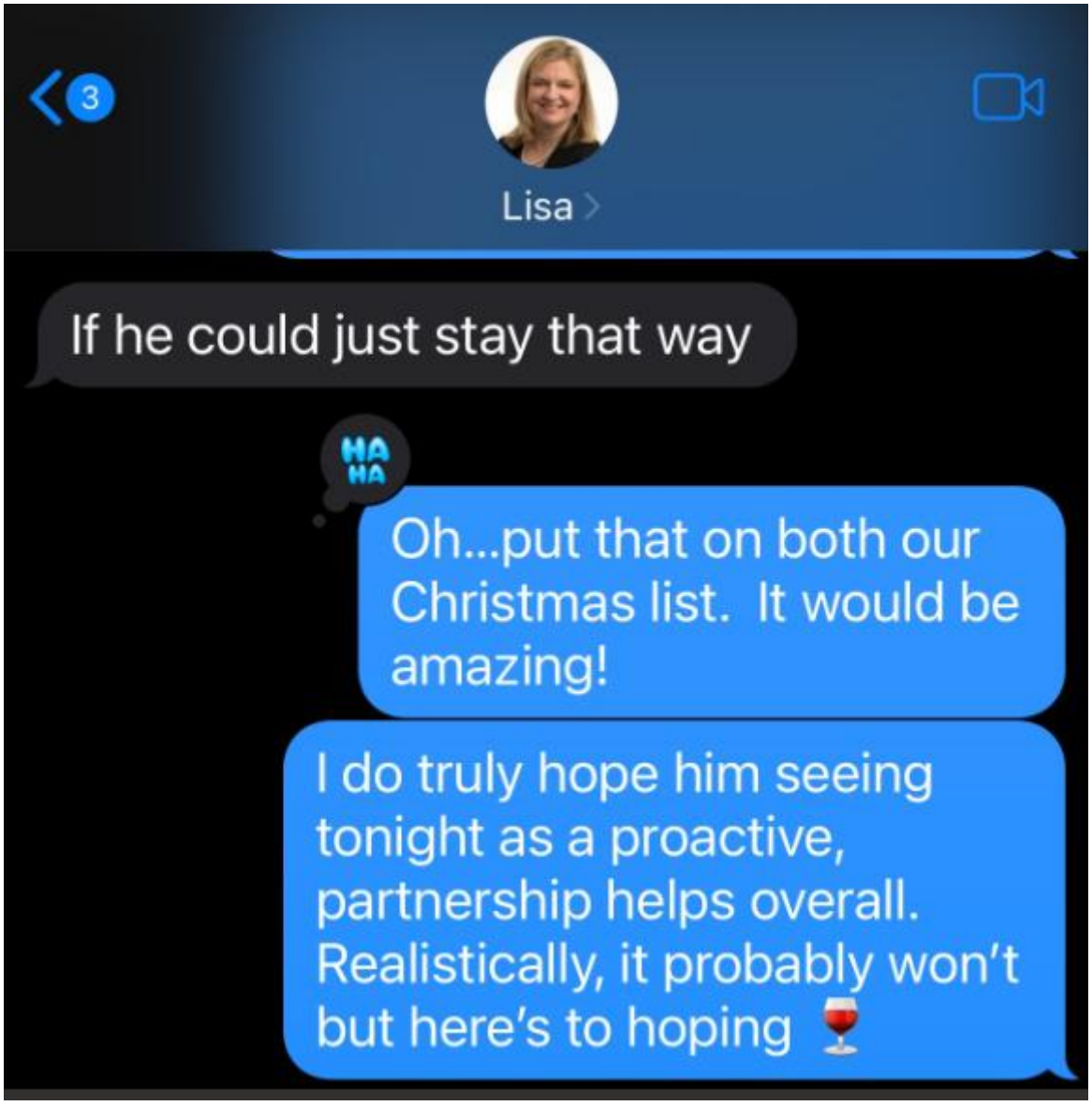
Evid to Motion for Summary Judgment - Exhibit 15

FILED
2026 Mar-05 AM 10:00
U.S. DISTRICT COURT
N.D. OF ALABAMA



Cullman Regional 003005

EXHIBIT N

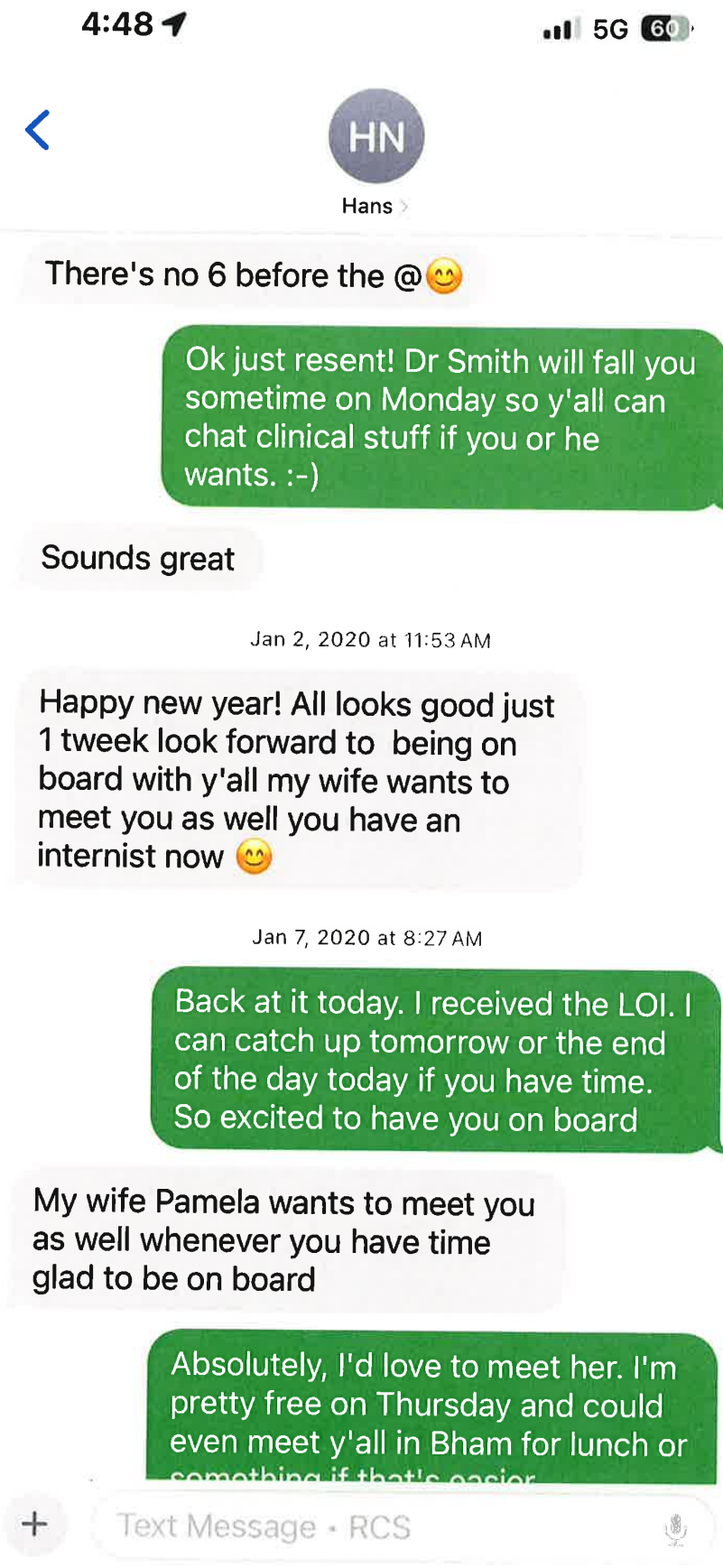

3
Lisa
If he could just stay that way
HA HA
Oh...put that on both our Christmas list. It would be amazing!
I do truly hope him seeing tonight as a proactive, partnership helps overall. Realistically, it probably won't but here's to hoping

Evid to Motion for Summary Judgment - Exhibit 17

FILED
2026 Mar-05 AM 10:00
U.S. DISTRICT COURT
N.D. OF ALABAMA

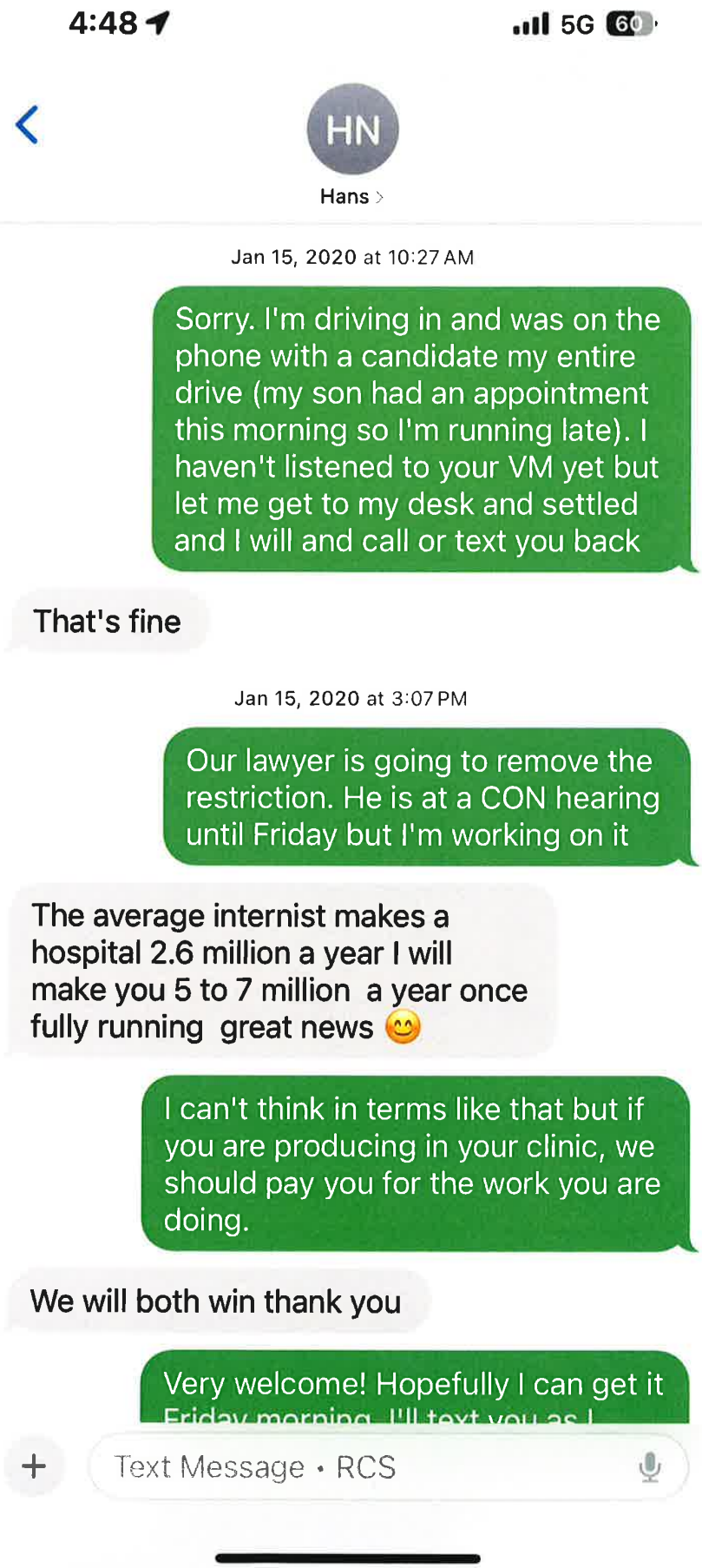


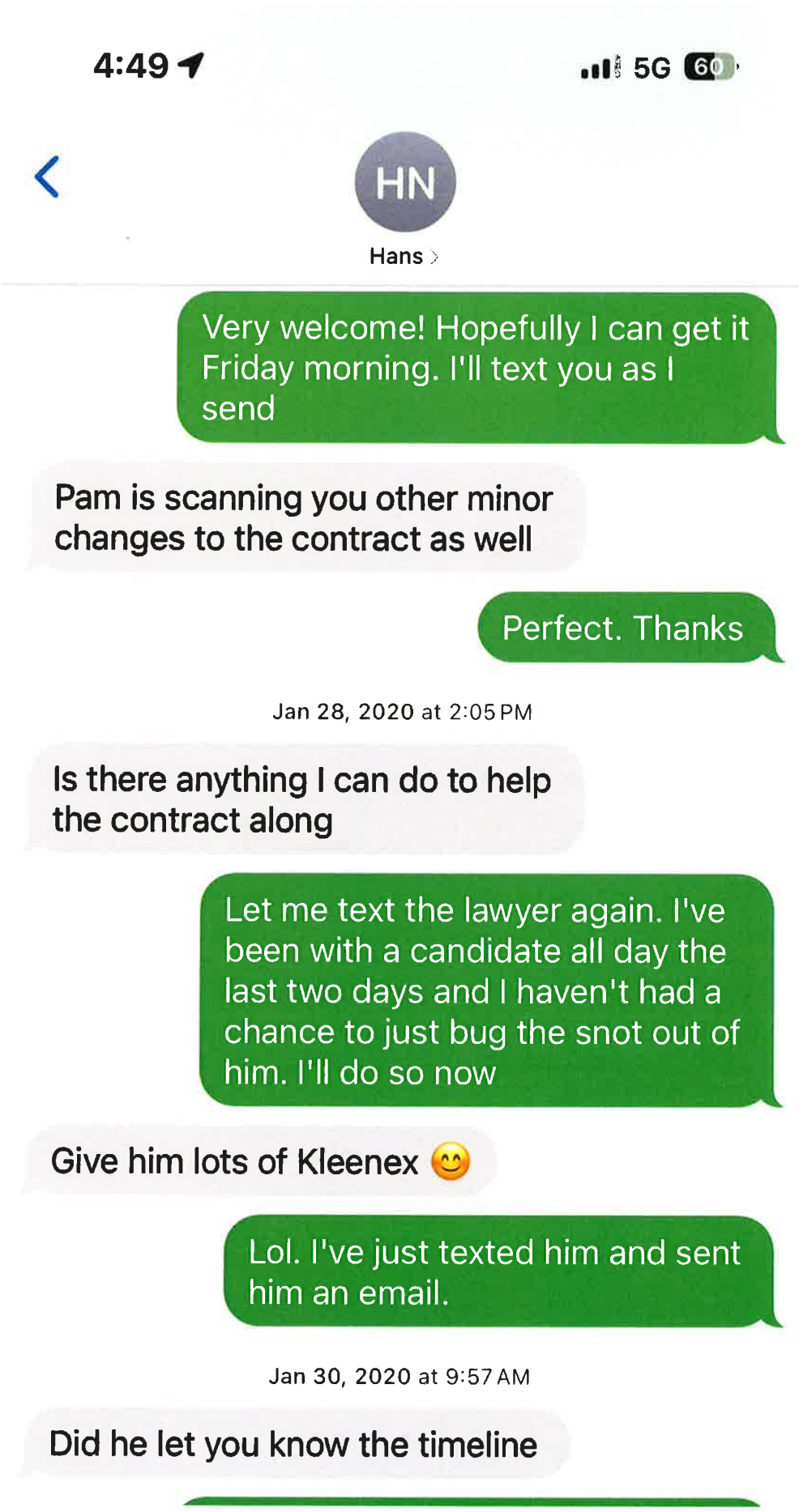
EXHIBIT "A"

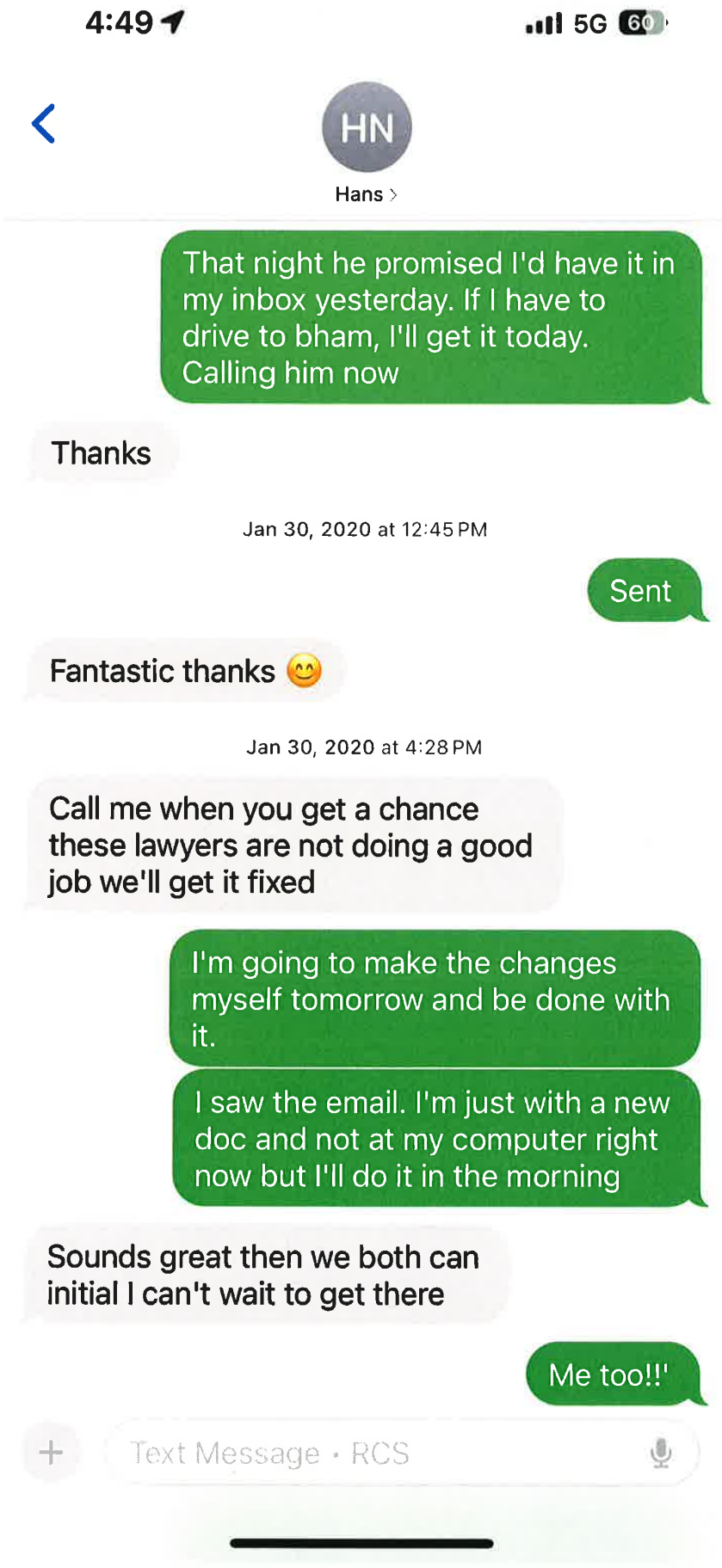

4:48
5G
HN
Hans
There's no 6 before the @
Ok just resent! Dr Smith will fall you sometime on Monday so y'all can chat clinical stuff if you or he wants. :-)
Sounds great
Jan 2, 2020 at 11:53 AM
Happy new year! All looks good just 1 tweek look forward to being on board with y'all my wife wants to meet you as well you have an internist now
Jan 7, 2020 at 8:27 AM
Back at it today. I received the LOI. I can catch up tomorrow or the end of the day today if you have time. So excited to have you on board
My wife Pamela wants to meet you as well whenever you have time glad to be on board
Absolutely, I'd love to meet her. I'm pretty free on Thursday and could even meet y'all in Bham for lunch or
Text Message • RCS


4:48
5G
HN
Hans
Absolutely, I'd love to meet her. I'm pretty free on Thursday and could even meet y'all in Bham for lunch or something if that's easier
Let's plan for Thursday btw how was your trip
It was awesome!!
Jan 8, 2020 at 10:44 AM
How about we meet you in Cullman for lunch Pam would also like to see the office if no inconvenience to you
Absolutely that works for me.
Let us know what time is convenient thanks
What about meet me tomorrow at 11:00 at 412 Public House in Cullman. I'll send you the address. Then we can come over to the clinic and hopefully Dr Pettit would be free also and you could meet her.
pub 412 cullman al
google.com
Text Message · RCS

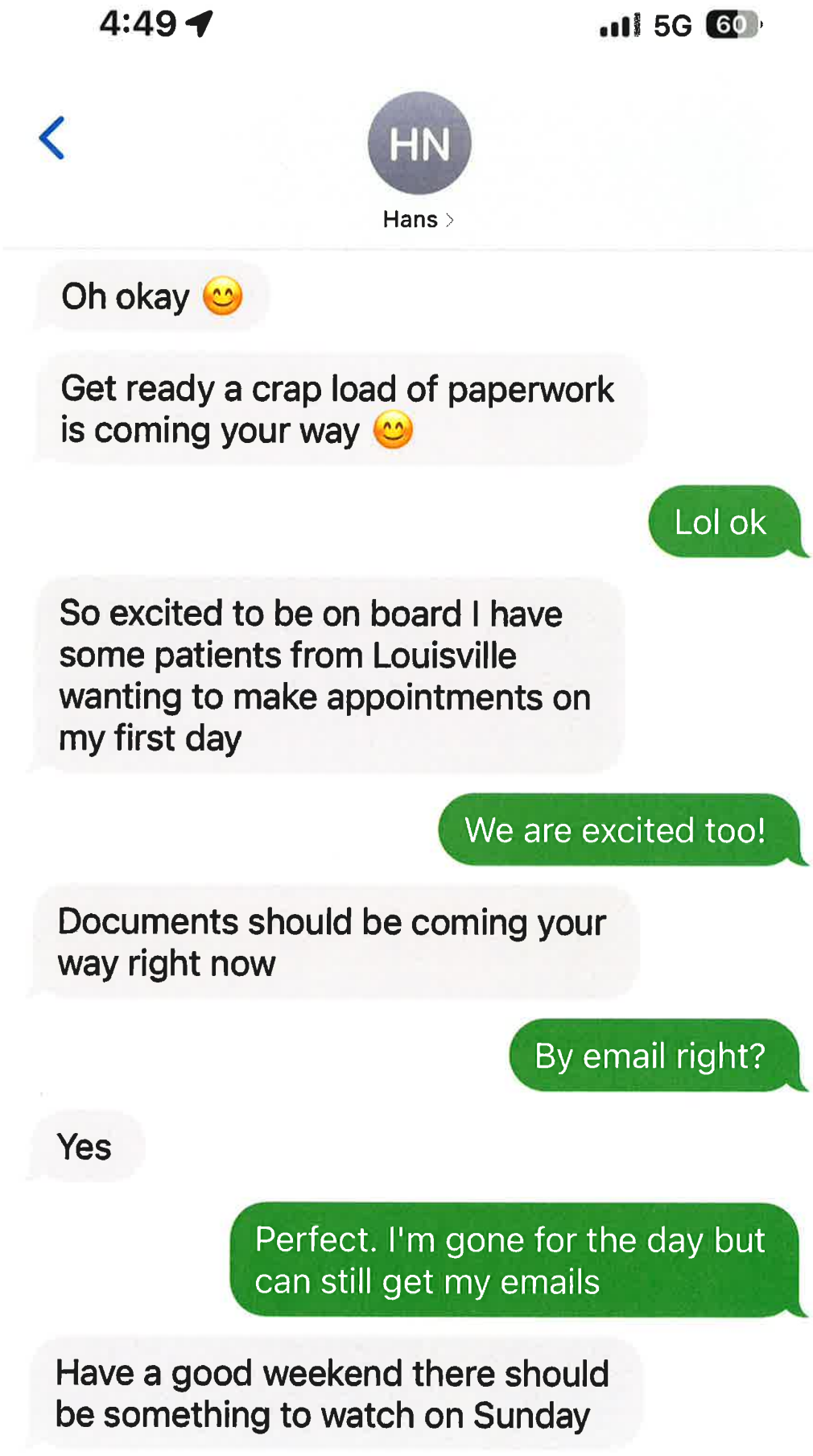

4:48
5G
HN
Hans
Sounds great
Jan 13, 2020 at 7:51 AM
I've emailed the draft agreement to both your email and your wife's. Check junk if it's not there.
Thanks!
Sounds great thanks!
Jan 14, 2020 at 12:05 PM
Lane the recruiter and is dragging his feet on the references to the point they are calling me about it my previous partners
I'll reach out to him today. I can call some too if needed
Thanks
Jan 15, 2020 at 10:27 AM
Sorry. I'm driving in and was on the phone with a candidate my entire drive (my son had an appointment this morning so I'm running late). I haven't listened to your VM yet but let me get to my desk and settled
Text Message • RCS

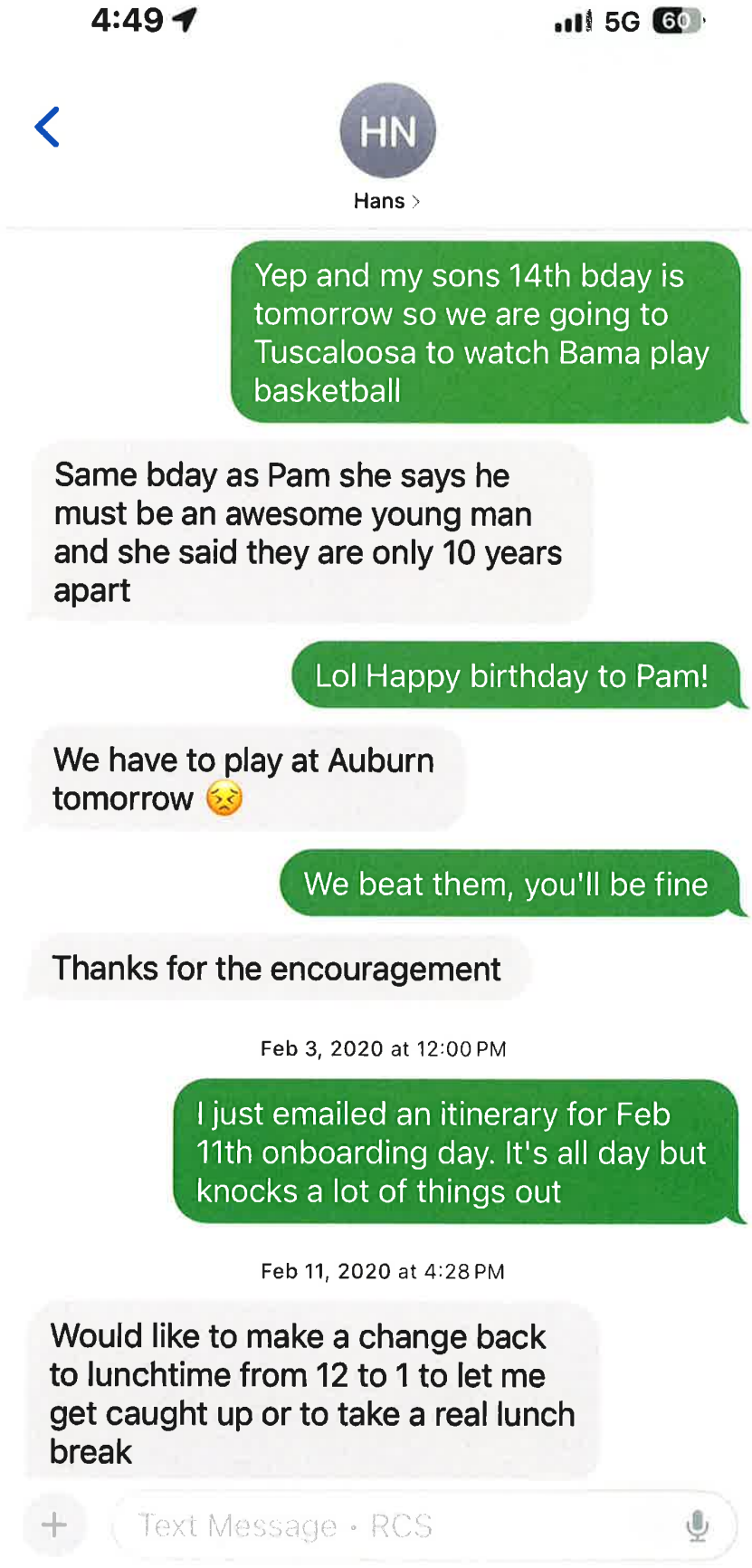

4:48
5G
60
HN
Hans
Jan 15, 2020 at 10:27 AM
Sorry. I'm driving in and was on the phone with a candidate my entire drive (my son had an appointment this morning so I'm running late). I haven't listened to your VM yet but let me get to my desk and settled and I will and call or text you back
That's fine
Jan 15, 2020 at 3:07 PM
Our lawyer is going to remove the restriction. He is at a CON hearing until Friday but I'm working on it
The average internist makes a hospital 2.6 million a year I will make you 5 to 7 million a year once fully running great news
I can't think in terms like that but if you are producing in your clinic, we should pay you for the work you are doing.
We will both win thank you
Very welcome! Hopefully I can get it
Text Message • RCS

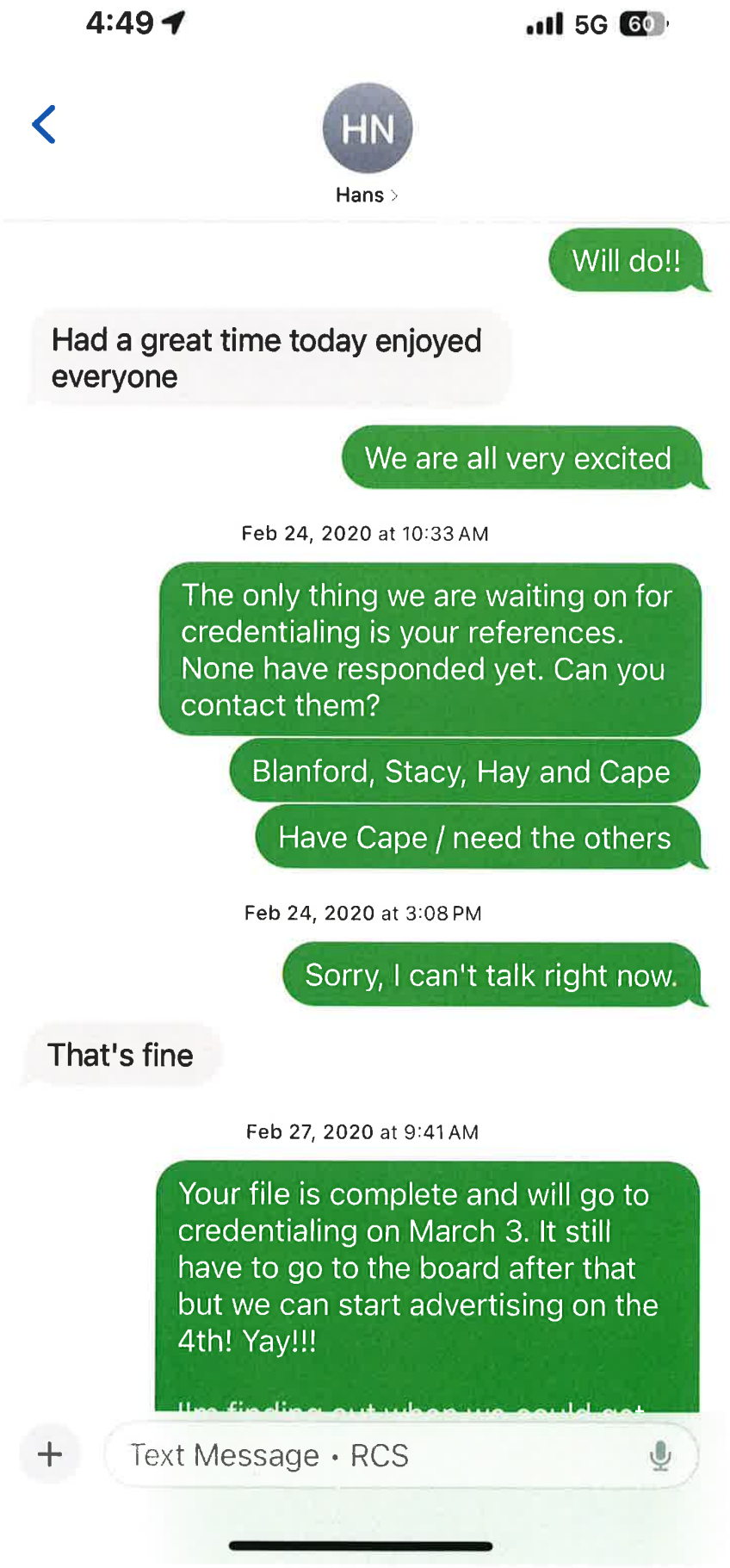

4:49
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HN
Hans
Very welcome! Hopefully I can get it Friday morning. I'll text you as I send
Pam is scanning you other minor changes to the contract as well
Perfect. Thanks
Jan 28, 2020 at 2:05 PM
Is there anything I can do to help the contract along
Let me text the lawyer again. I've been with a candidate all day the last two days and I haven't had a chance to just bug the snot out of him. I'll do so now
Give him lots of Kleenex 😊
Lol. I've just texted him and sent him an email.
Jan 30, 2020 at 9:57 AM
Did he let you know the timeline

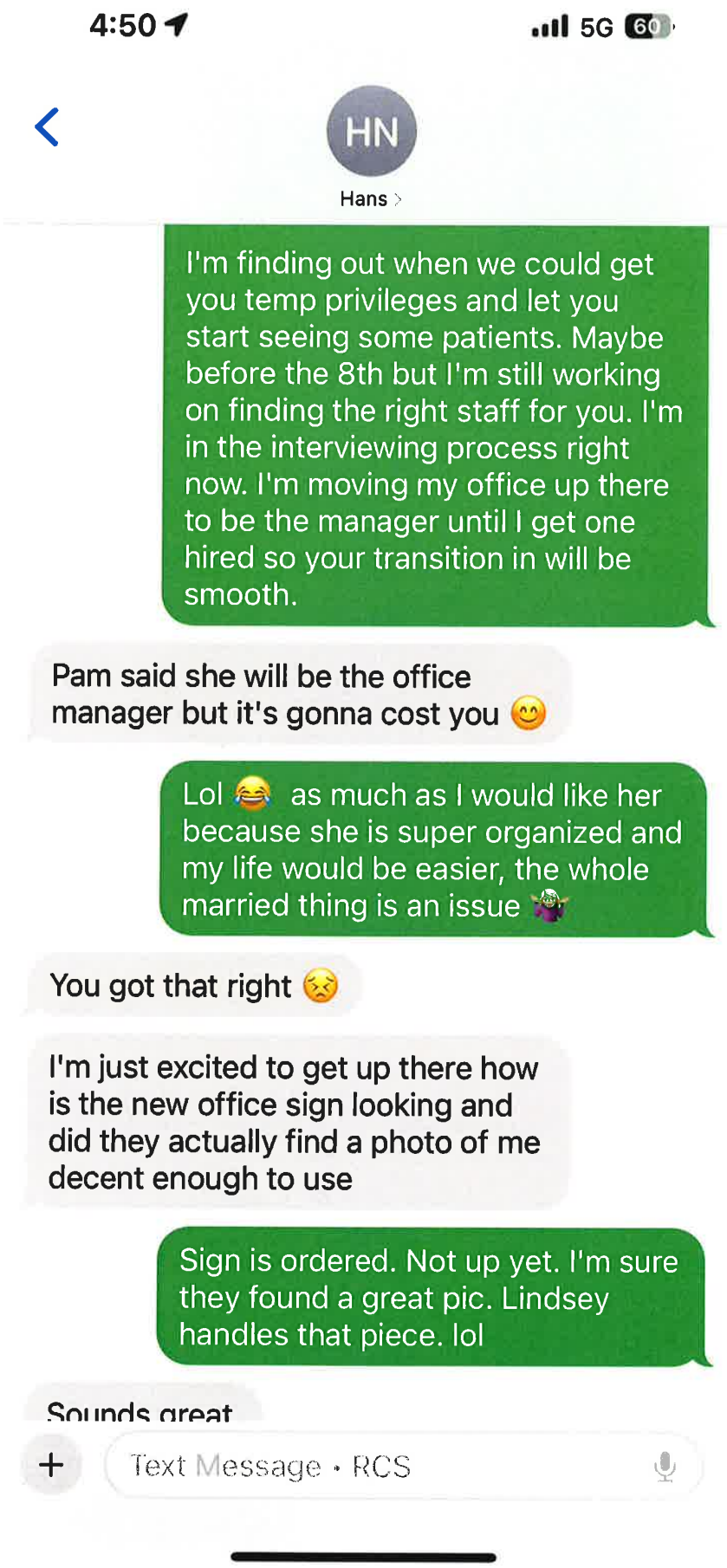

4:49
5G
60
HN
Hans
That night he promised I'd have it in my inbox yesterday. If I have to drive to bham, I'll get it today. Calling him now
Thanks
Jan 30, 2020 at 12:45 PM
Sent
Fantastic thanks
Jan 30, 2020 at 4:28 PM
Call me when you get a chance these lawyers are not doing a good job we'll get it fixed
I'm going to make the changes myself tomorrow and be done with it.
I saw the email. I'm just with a new doc and not at my computer right now but I'll do it in the morning
Sounds great then we both can initial I can't wait to get there
Me too!!'
Text Message • RCS

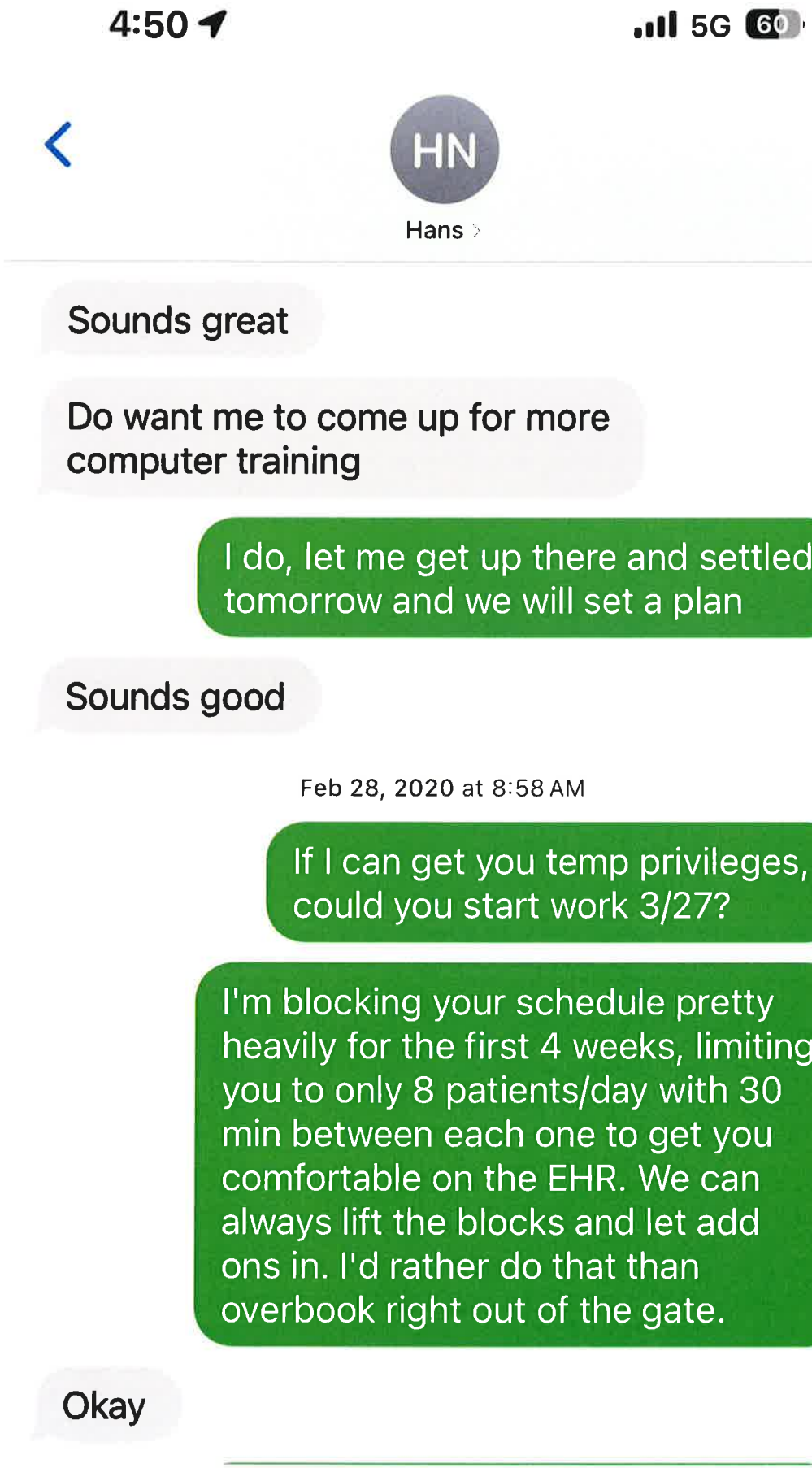

4:49
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HN
Hans
Jan 31, 2020 at 1:25 PM
Can you come up on Feb 11th to do your onboarding meeting? You'll be here all day.
Sounds great I will hand deliver all the papers
Can also scan in if preferred
Will scan all today
Scan it!
No need to hand deliver anything
Perfect
What is your shirt & lab coat/sport coat?
48 sport, lab coat xl sport shirt 17/34 dress shirt looks like I need to lose weight
Tell Pam I didn't mean to send that invite to her. Y'all as invite will be on a different day all day. That's just for me to notify our staff lol
Text Message • RCS

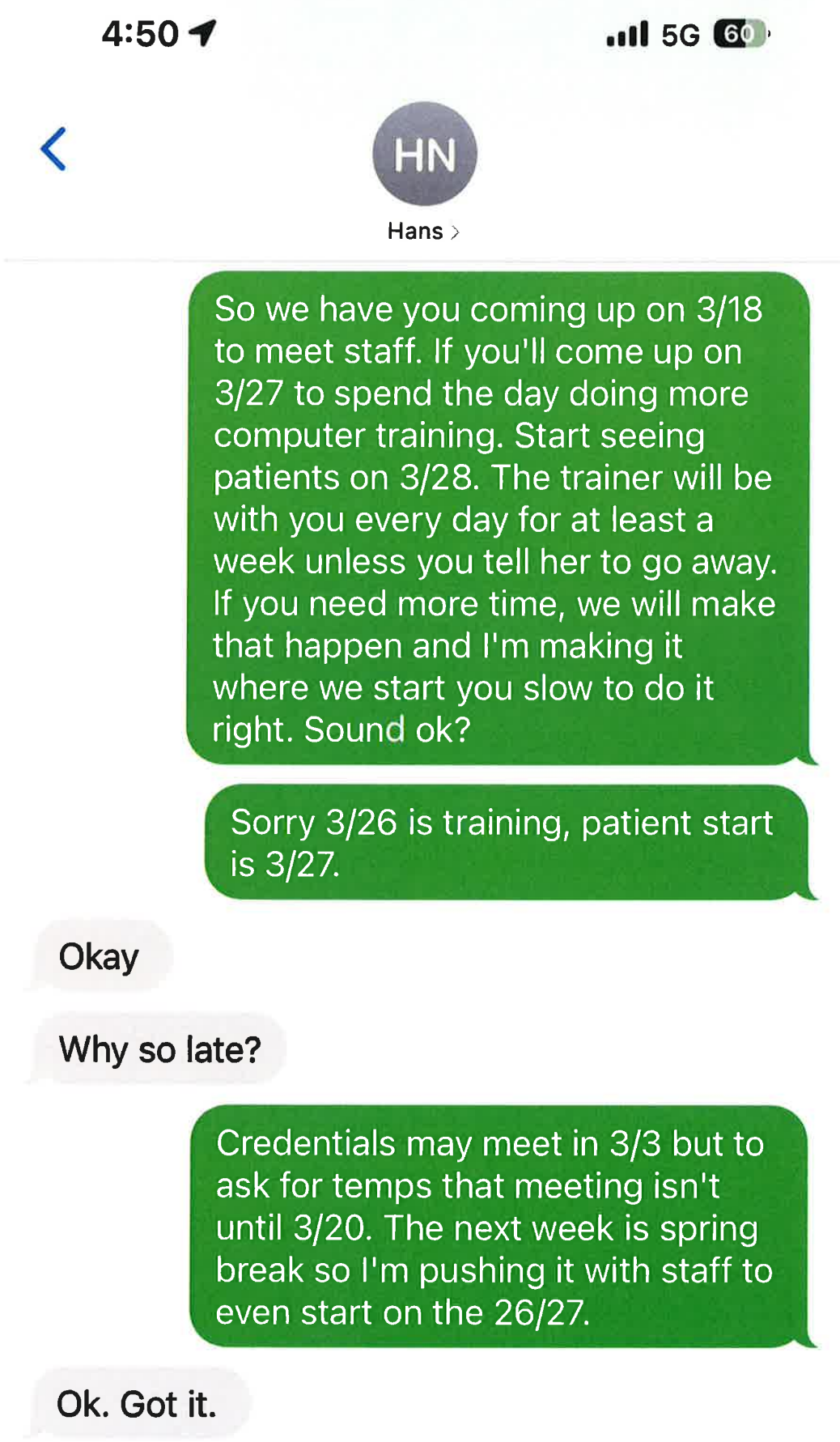

4:49
5G
60
HN
Hans
Oh okay
Get ready a crap load of paperwork is coming your way
Lol ok
So excited to be on board I have some patients from Louisville wanting to make appointments on my first day
We are excited too!
Documents should be coming your way right now
By email right?
Yes
Perfect. I'm gone for the day but can still get my emails
Have a good weekend there should be something to watch on Sunday

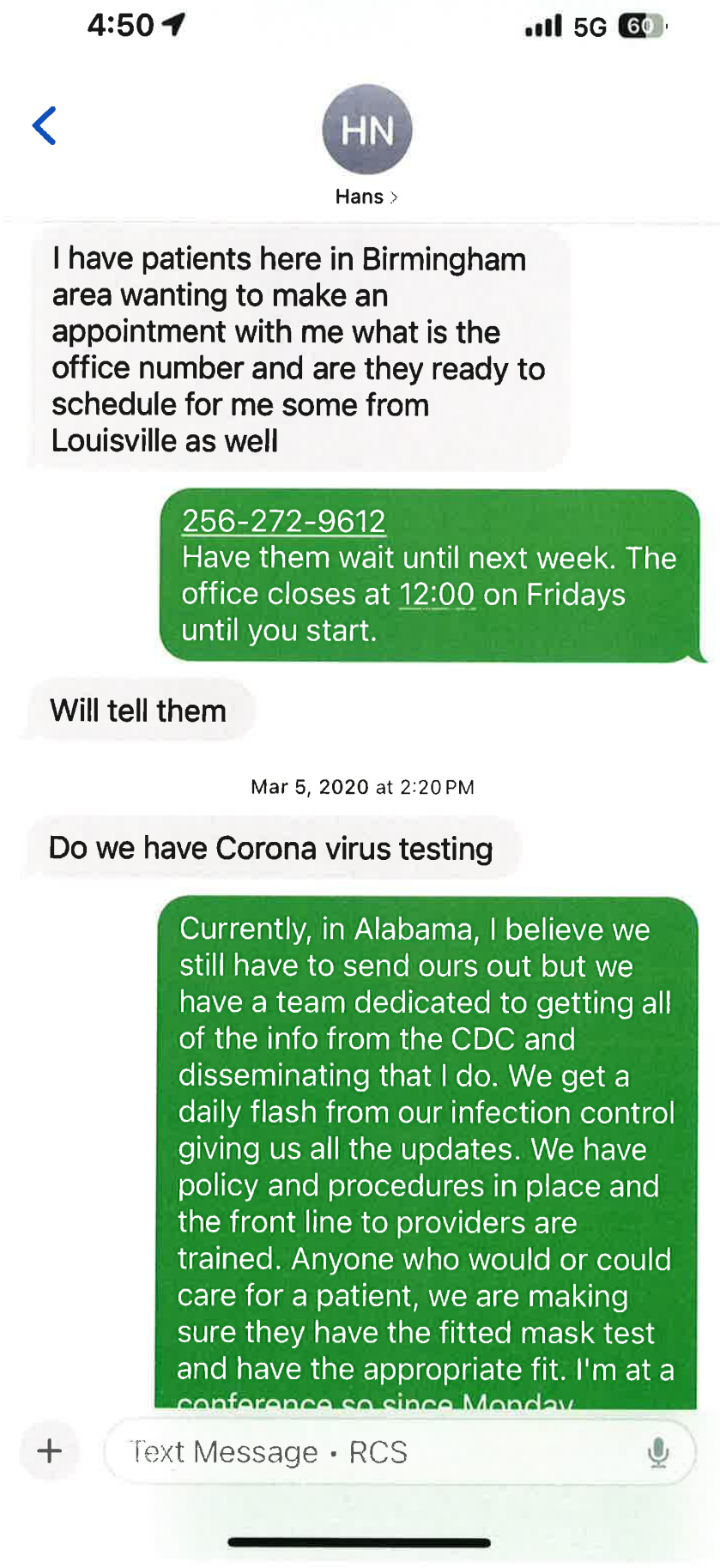

4:49
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60
HN
Hans
Yep and my sons 14th bday is tomorrow so we are going to Tuscaloosa to watch Bama play basketball
Same bday as Pam she says he must be an awesome young man and she said they are only 10 years apart
Lol Happy birthday to Pam!
We have to play at Auburn tomorrow
We beat them, you'll be fine
Thanks for the encouragement
Feb 3, 2020 at 12:00 PM
I just emailed an itinerary for Feb 11th onboarding day. It's all day but knocks a lot of things out
Feb 11, 2020 at 4:28 PM
Would like to make a change back to lunchtime from 12 to 1 to let me get caught up or to take a real lunch break
Text Message • RCS

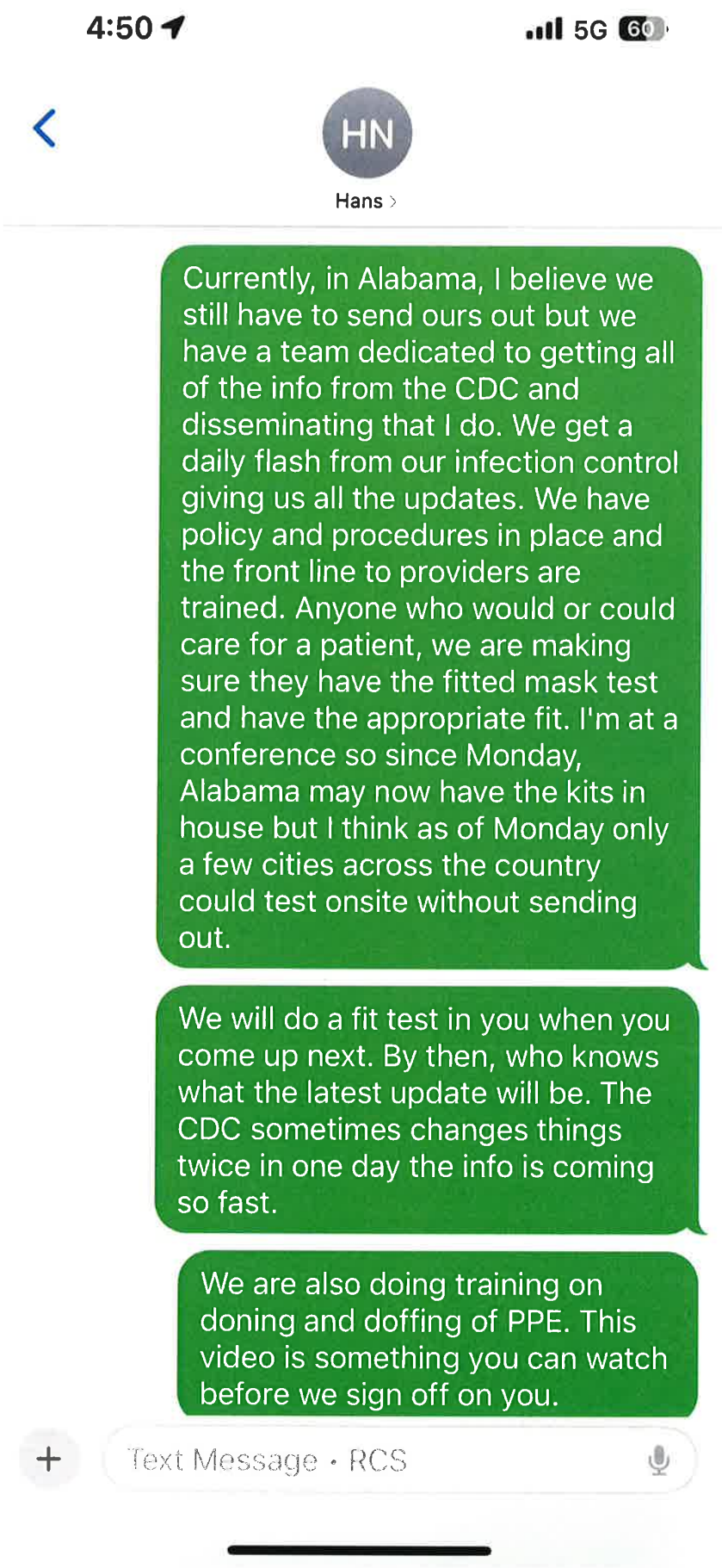

4:49
5G
60
HN
Hans
Will do!!
Had a great time today enjoyed everyone
We are all very excited
Feb 24, 2020 at 10:33 AM
The only thing we are waiting on for credentialing is your references. None have responded yet. Can you contact them?
Blanford, Stacy, Hay and Cape
Have Cape / need the others
Feb 24, 2020 at 3:08 PM
Sorry, I can't talk right now.
That's fine
Feb 27, 2020 at 9:41 AM
Your file is complete and will go to credentialing on March 3. It still have to go to the board after that but we can start advertising on the 4th! Yay!!!
Text Message • RCS

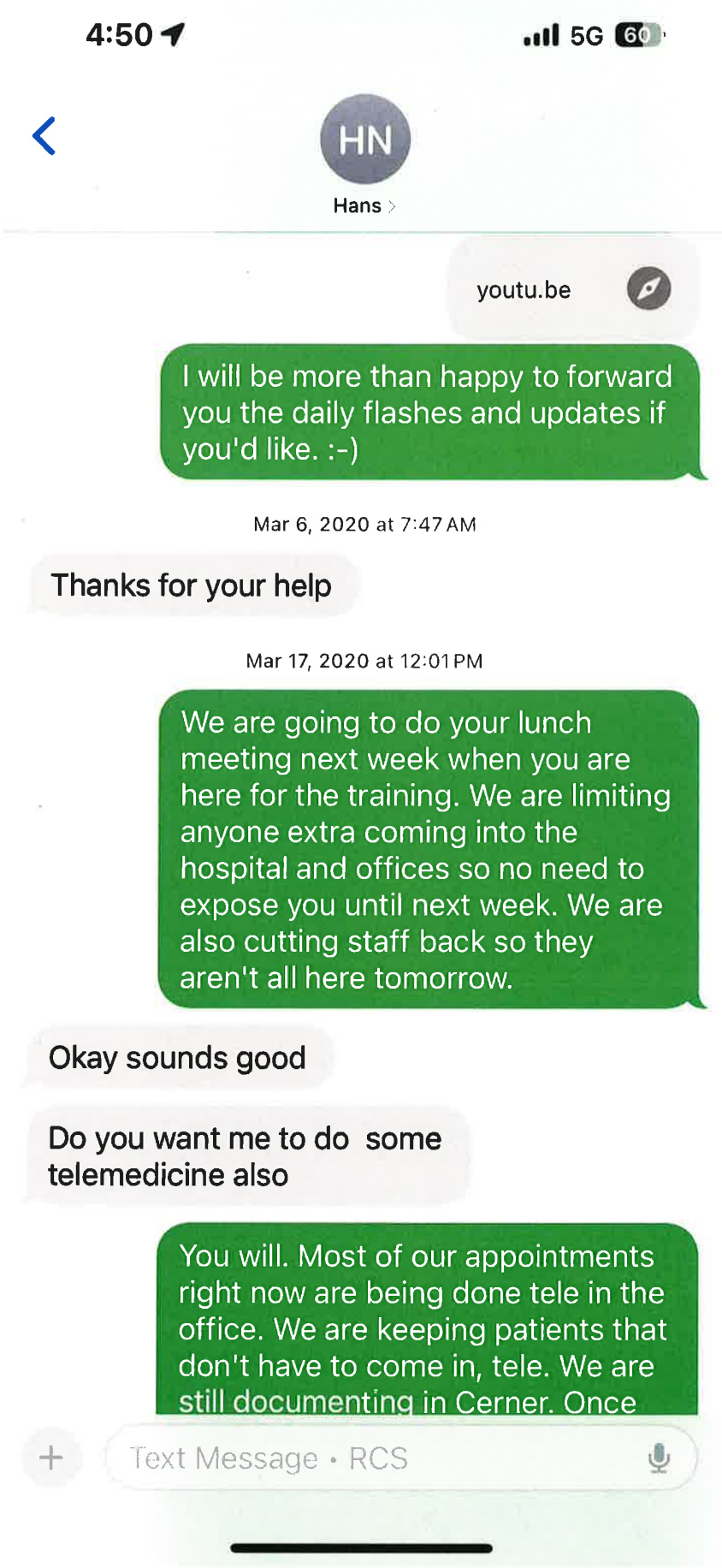

4:50
5G
HN
Hans
I'm finding out when we could get you temp privileges and let you start seeing some patients. Maybe before the 8th but I'm still working on finding the right staff for you. I'm in the interviewing process right now. I'm moving my office up there to be the manager until I get one hired so your transition in will be smooth.
Pam said she will be the office manager but it's gonna cost you 😊
Lol 😂 as much as I would like her because she is super organized and my life would be easier, the whole married thing is an issue
You got that right 😖
I'm just excited to get up there how is the new office sign looking and did they actually find a photo of me decent enough to use
Sign is ordered. Not up yet. I'm sure they found a great pic. Lindsey handles that piece. lol
Sounds great
Text Message • RCS


4:50
5G
60
HN
Hans
Sounds great
Do want me to come up for more computer training
I do, let me get up there and settled tomorrow and we will set a plan
Sounds good
Feb 28, 2020 at 8:58 AM
If I can get you temp privileges, could you start work 3/27?
I'm blocking your schedule pretty heavily for the first 4 weeks, limiting you to only 8 patients/day with 30 min between each one to get you comfortable on the EHR. We can always lift the blocks and let add ons in. I'd rather do that than overbook right out of the gate.
Okay

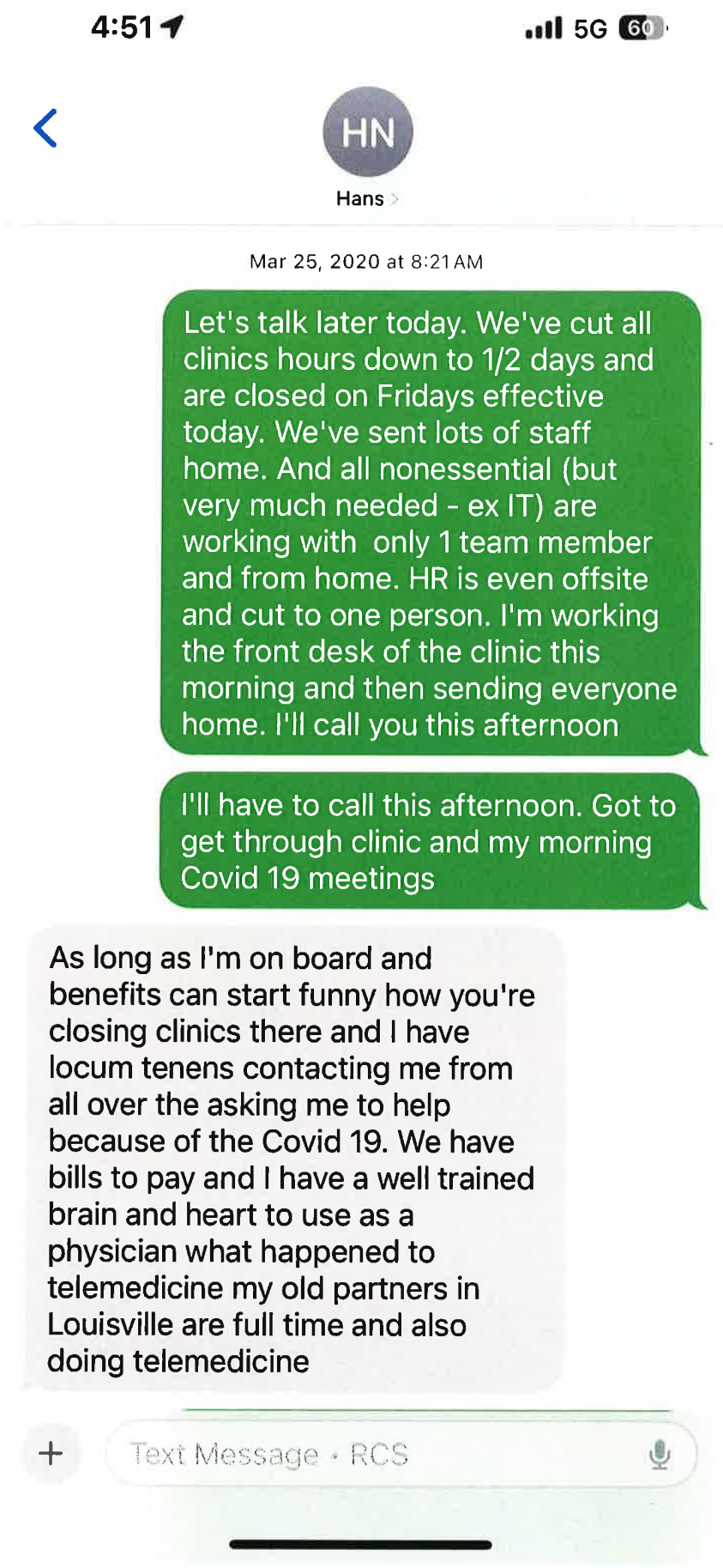

4:50
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HN
Hans
So we have you coming up on 3/18 to meet staff. If you'll come up on 3/27 to spend the day doing more computer training. Start seeing patients on 3/28. The trainer will be with you every day for at least a week unless you tell her to go away. If you need more time, we will make that happen and I'm making it where we start you slow to do it right. Sound ok?
Sorry 3/26 is training, patient start is 3/27.
Okay
Why so late?
Credentials may meet in 3/3 but to ask for temps that meeting isn't until 3/20. The next week is spring break so I'm pushing it with staff to even start on the 26/27.
Ok. Got it.

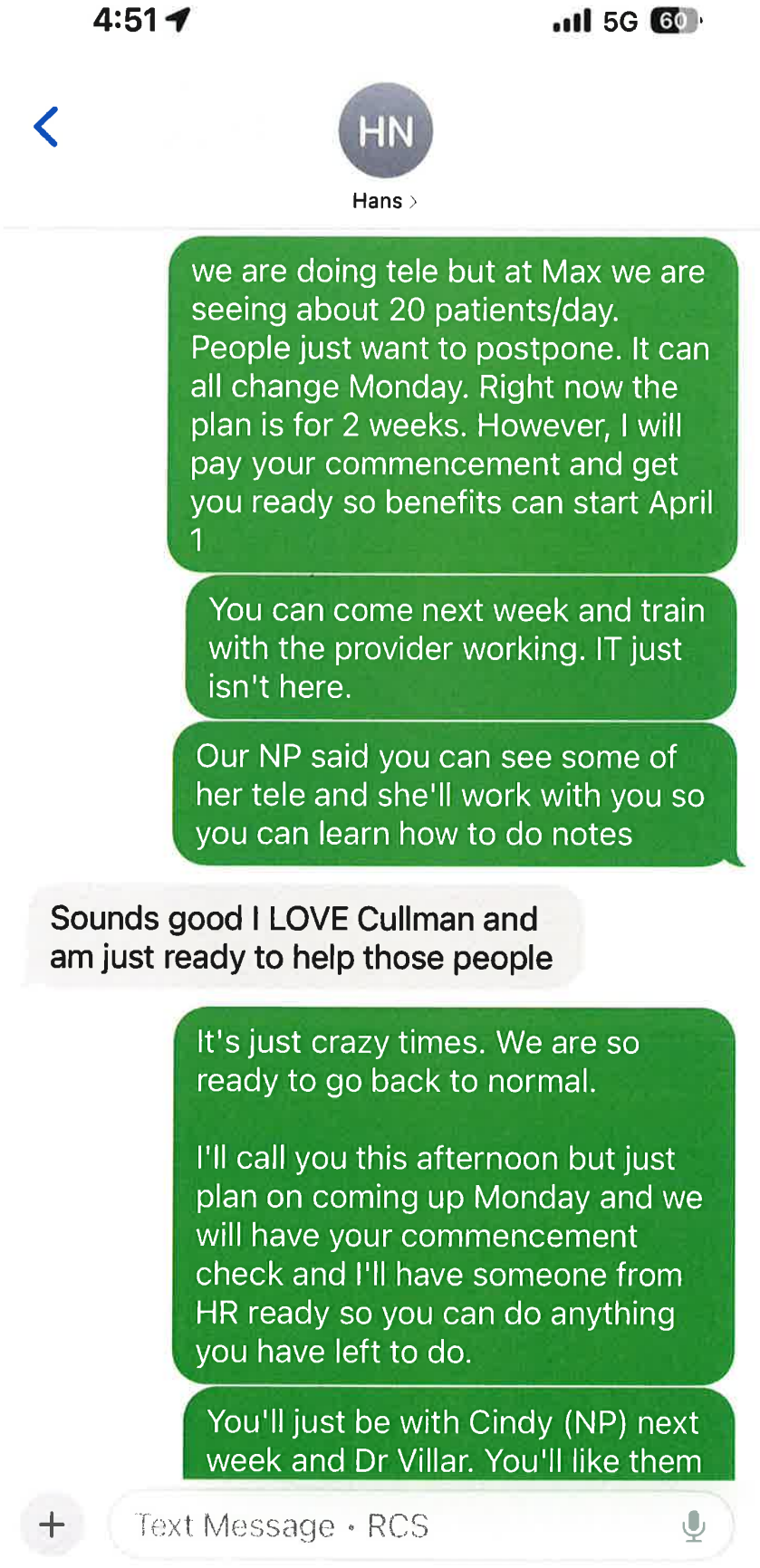

4:50
5G
HN
Hans
I have patients here in Birmingham area wanting to make an appointment with me what is the office number and are they ready to schedule for me some from Louisville as well
256-272-9612
Have them wait until next week. The office closes at 12:00 on Fridays until you start.
Will tell them
Mar 5, 2020 at 2:20 PM
Do we have Corona virus testing
Currently, in Alabama, I believe we still have to send ours out but we have a team dedicated to getting all of the info from the CDC and disseminating that I do. We get a daily flash from our infection control giving us all the updates. We have policy and procedures in place and the front line to providers are trained. Anyone who would or could care for a patient, we are making sure they have the fitted mask test and have the appropriate fit. I'm at a
Text Message • RCS

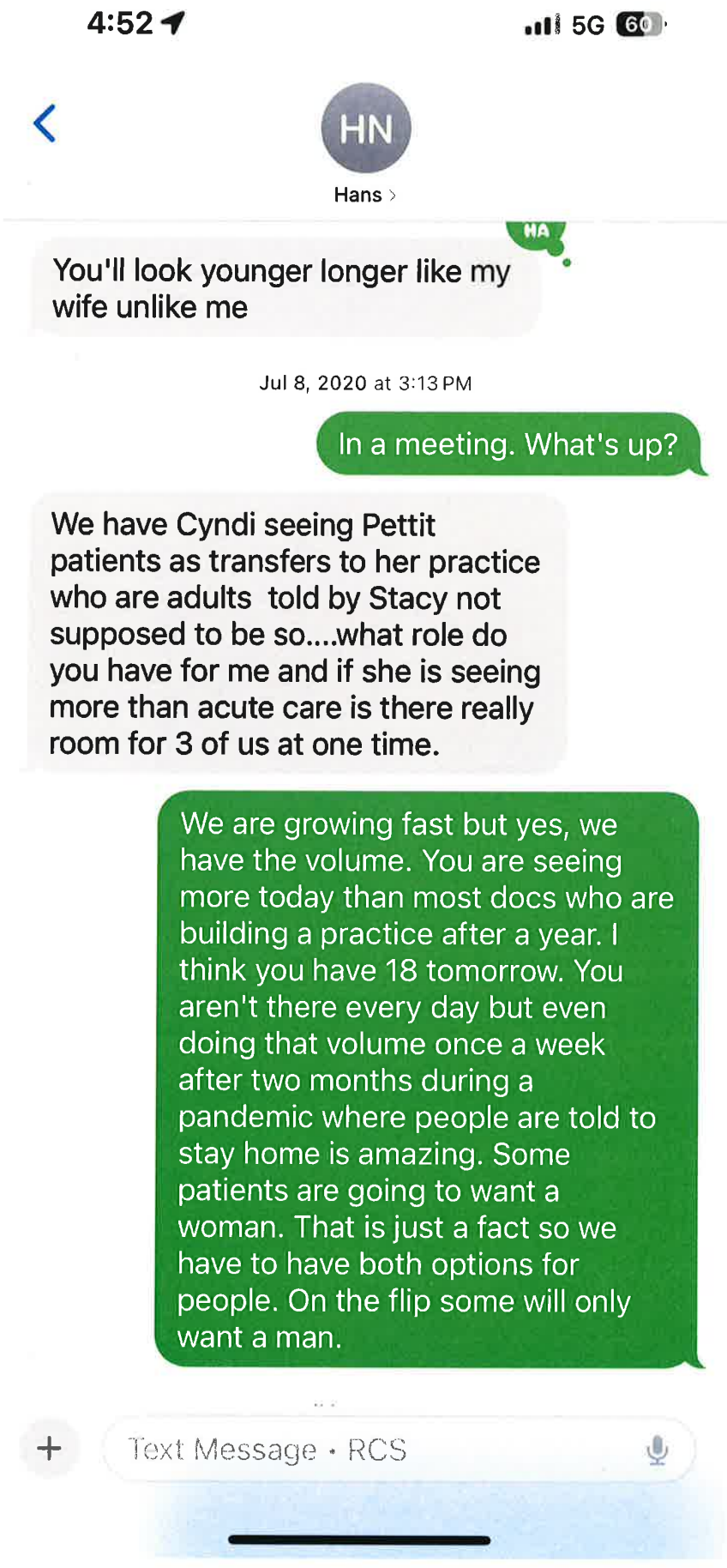

4:50
5G
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HN
Hans
Currently, in Alabama, I believe we still have to send ours out but we have a team dedicated to getting all of the info from the CDC and disseminating that I do. We get a daily flash from our infection control giving us all the updates. We have policy and procedures in place and the front line to providers are trained. Anyone who would or could care for a patient, we are making sure they have the fitted mask test and have the appropriate fit. I'm at a conference so since Monday, Alabama may now have the kits in house but I think as of Monday only a few cities across the country could test onsite without sending out.
We will do a fit test in you when you come up next. By then, who knows what the latest update will be. The CDC sometimes changes things twice in one day the info is coming so fast.
We are also doing training on doning and doffing of PPE. This video is something you can watch before we sign off on you.
Text Message • RCS

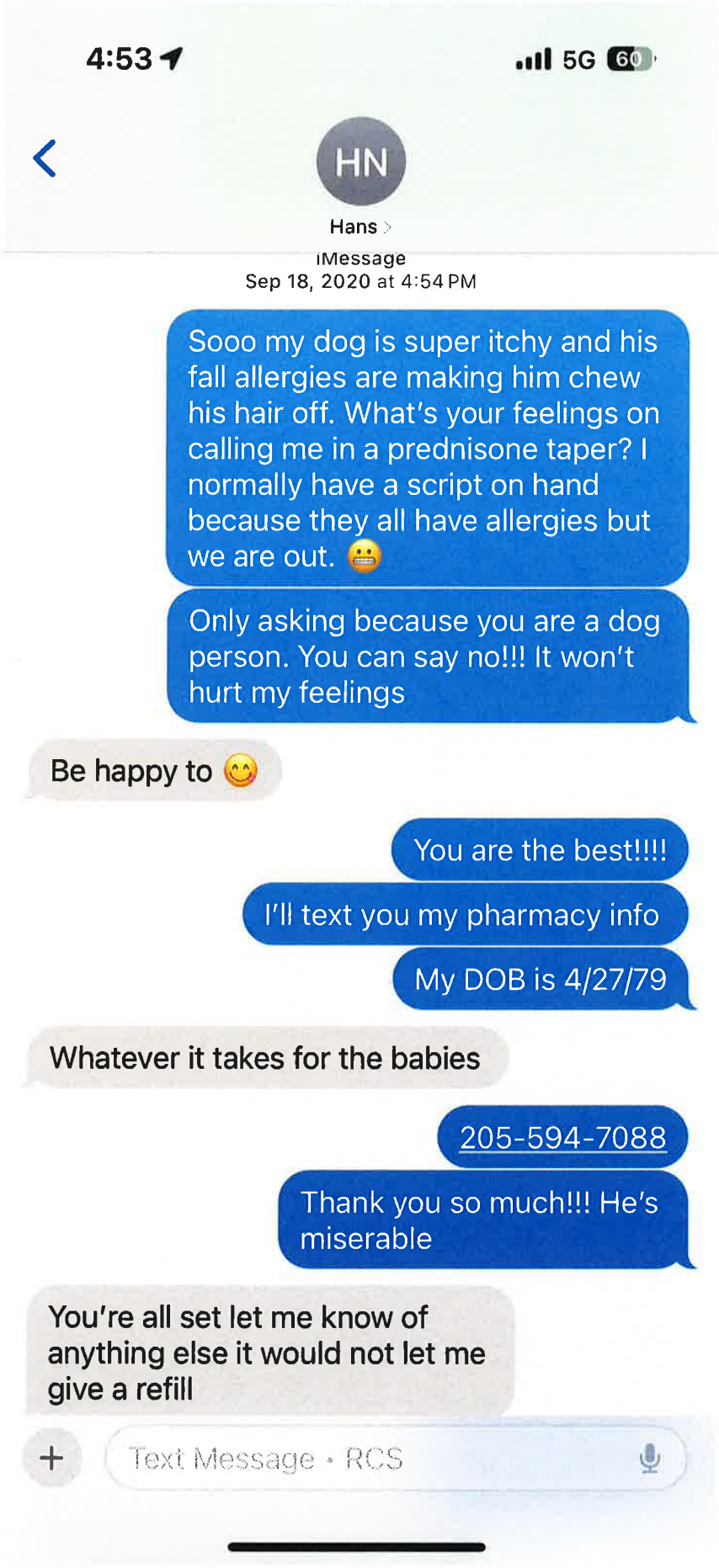

4:50
5G
HN
Hans
youtu.be
I will be more than happy to forward you the daily flashes and updates if you'd like. :-)
Mar 6, 2020 at 7:47 AM
Thanks for your help
Mar 17, 2020 at 12:01 PM
We are going to do your lunch meeting next week when you are here for the training. We are limiting anyone extra coming into the hospital and offices so no need to expose you until next week. We are also cutting staff back so they aren't all here tomorrow.
Okay sounds good
Do you want me to do some telemedicine also
You will. Most of our appointments right now are being done tele in the office. We are keeping patients that don't have to come in, tele. We are still documenting in Cerner. Once
Text Message • RCS

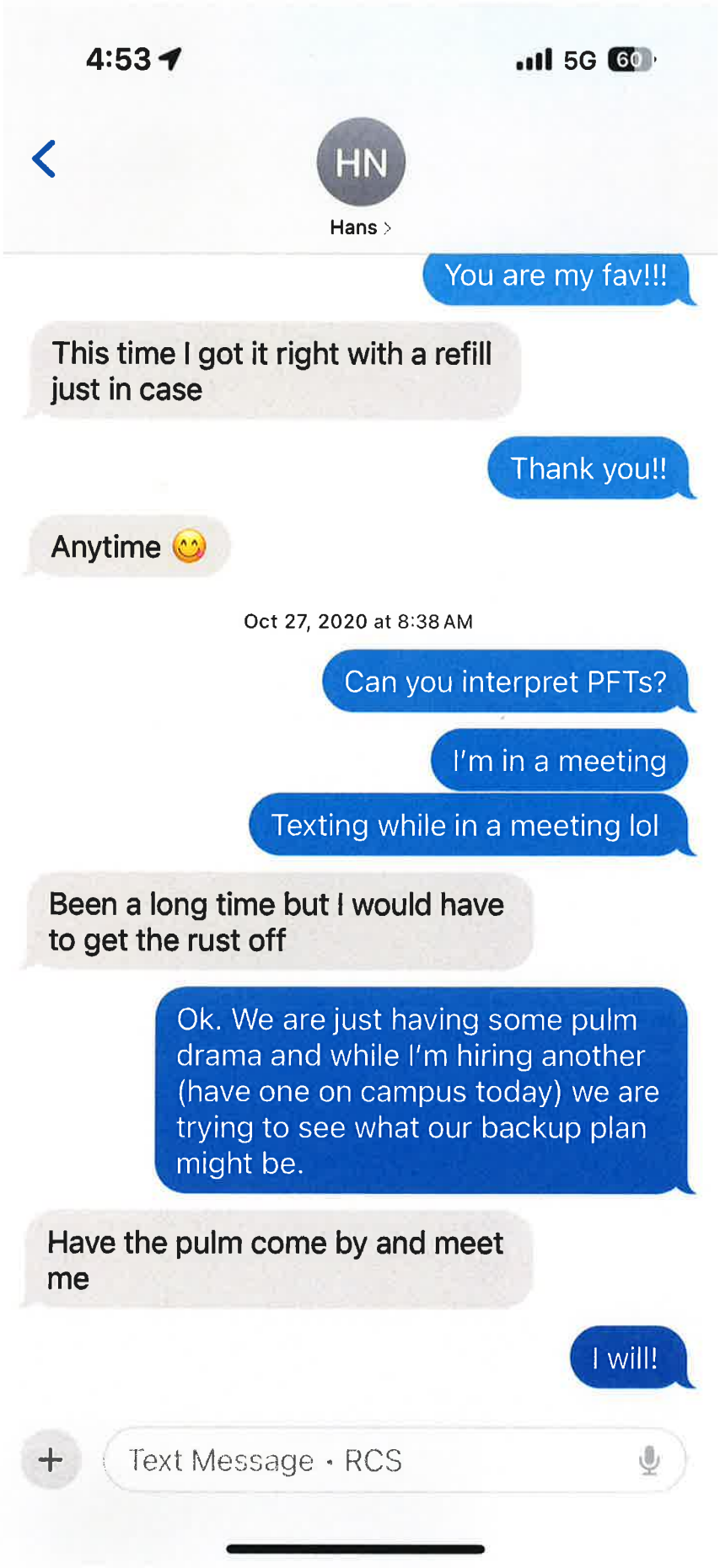

4:51
5G
60
HN
Hans
You will. Most of our appointments right now are being done tele in the office. We are keeping patients that don't have to come in, tele. We are still documenting in Cerner. Once you get up here and Cerner trained next week we may can let you do some tele from home. We will work it out. :-) Changes day by day
Whatever you need from me
Thanks!!
Mar 18, 2020 at 2:05 PM
Hey do we have business cards for me I have people asking for one
They've been ordered. I'm not sure they've come in yet.
Mar 25, 2020 at 8:21 AM
Let's talk later today. We've cut all clinics hours down to 1/2 days and are closed on Fridays effective today. We've sent lots of staff home. And all nonessential (but very much needed - ex IT) are working with only 1 team member and from home. HR is even offsite
Text Message • RCS


4:51
5G
HN
Hans
Mar 25, 2020 at 8:21 AM
Let's talk later today. We've cut all clinics hours down to 1/2 days and are closed on Fridays effective today. We've sent lots of staff home. And all nonessential (but very much needed - ex IT) are working with only 1 team member and from home. HR is even offsite and cut to one person. I'm working the front desk of the clinic this morning and then sending everyone home. I'll call you this afternoon
I'll have to call this afternoon. Got to get through clinic and my morning Covid 19 meetings
As long as I'm on board and benefits can start funny how you're closing clinics there and I have locum tenens contacting me from all over the asking me to help because of the Covid 19. We have bills to pay and I have a well trained brain and heart to use as a physician what happened to telemedicine my old partners in Louisville are full time and also doing telemedicine
Text Message · RCS

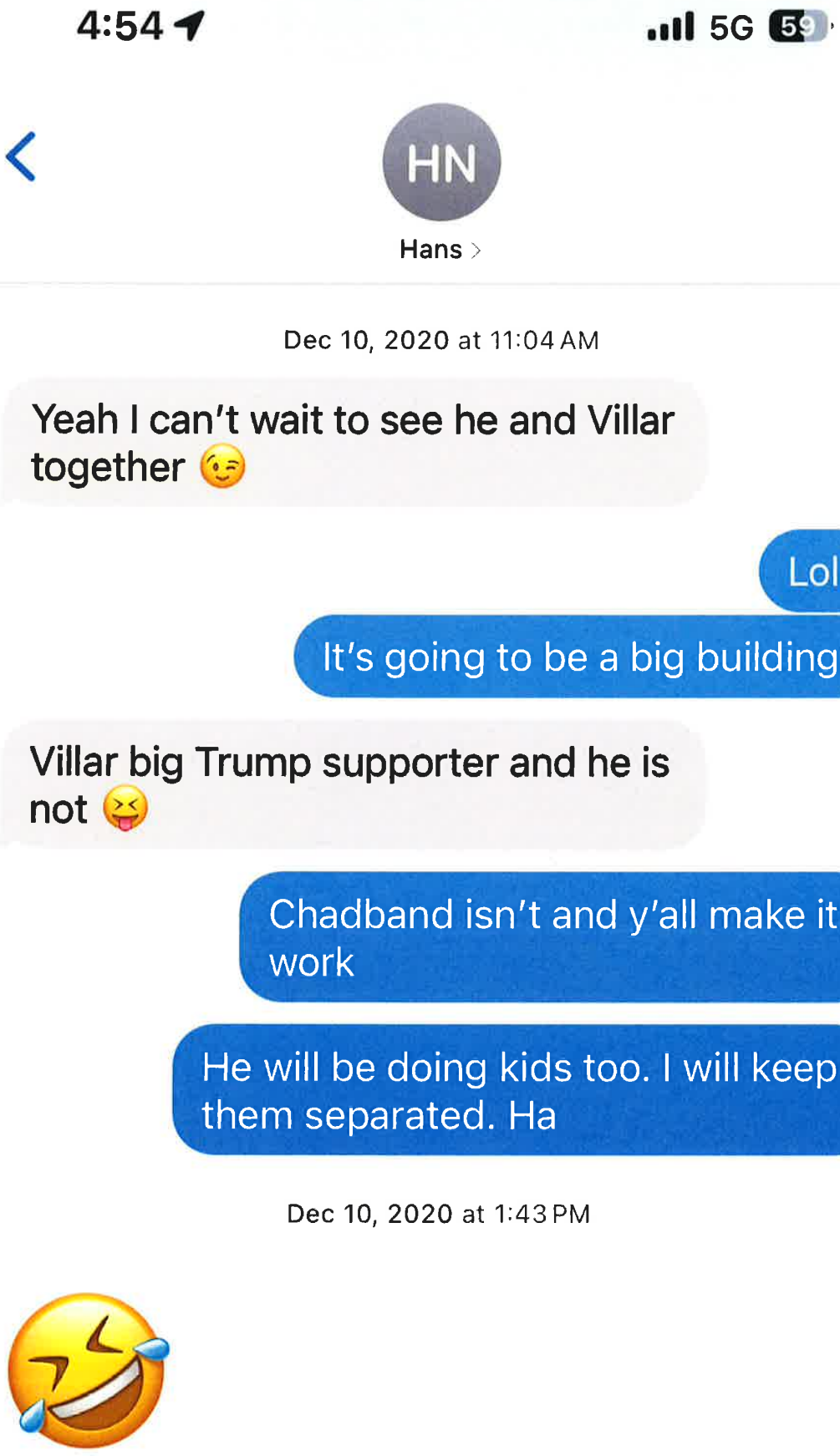

4:51
5G
60
HN
Hans
we are doing tele but at Max we are seeing about 20 patients/day. People just want to postpone. It can all change Monday. Right now the plan is for 2 weeks. However, I will pay your commencement and get you ready so benefits can start April 1
You can come next week and train with the provider working. IT just isn't here.
Our NP said you can see some of her tele and she'll work with you so you can learn how to do notes
Sounds good I LOVE Cullman and am just ready to help those people
It's just crazy times. We are so ready to go back to normal.
I'll call you this afternoon but just plan on coming up Monday and we will have your commencement check and I'll have someone from HR ready so you can do anything you have left to do.
You'll just be with Cindy (NP) next week and Dr Villar. You'll like them
Text Message • RCS

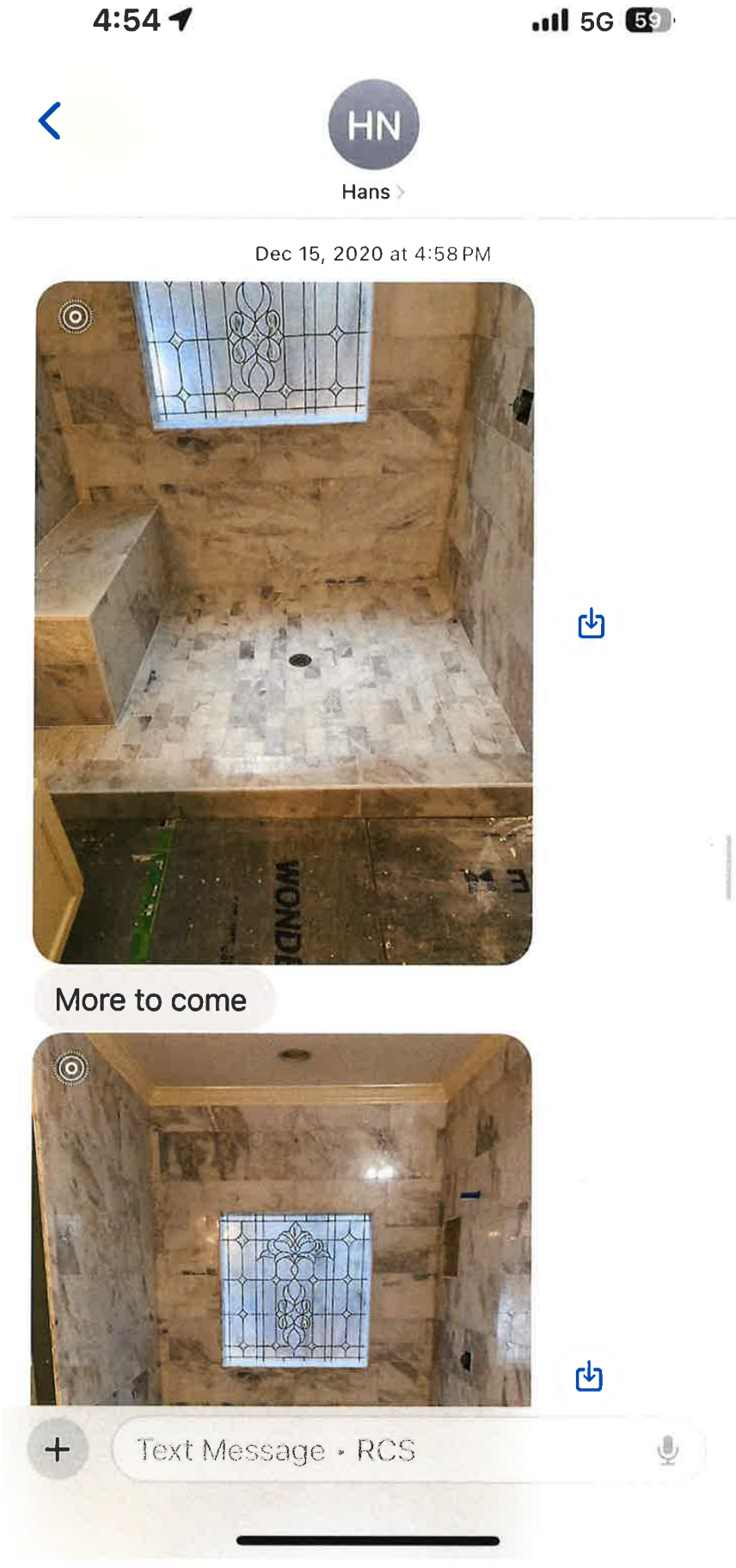

4:52
5G
60
HN
Hans
HA
You'll look younger longer like my wife unlike me
Jul 8, 2020 at 3:13 PM
In a meeting. What's up?
We have Cyndi seeing Pettit patients as transfers to her practice who are adults told by Stacy not supposed to be so....what role do you have for me and if she is seeing more than acute care is there really room for 3 of us at one time.
We are growing fast but yes, we have the volume. You are seeing more today than most docs who are building a practice after a year. I think you have 18 tomorrow. You aren't there every day but even doing that volume once a week after two months during a pandemic where people are told to stay home is amazing. Some patients are going to want a woman. That is just a fact so we have to have both options for people. On the flip some will only want a man.
Text Message • RCS

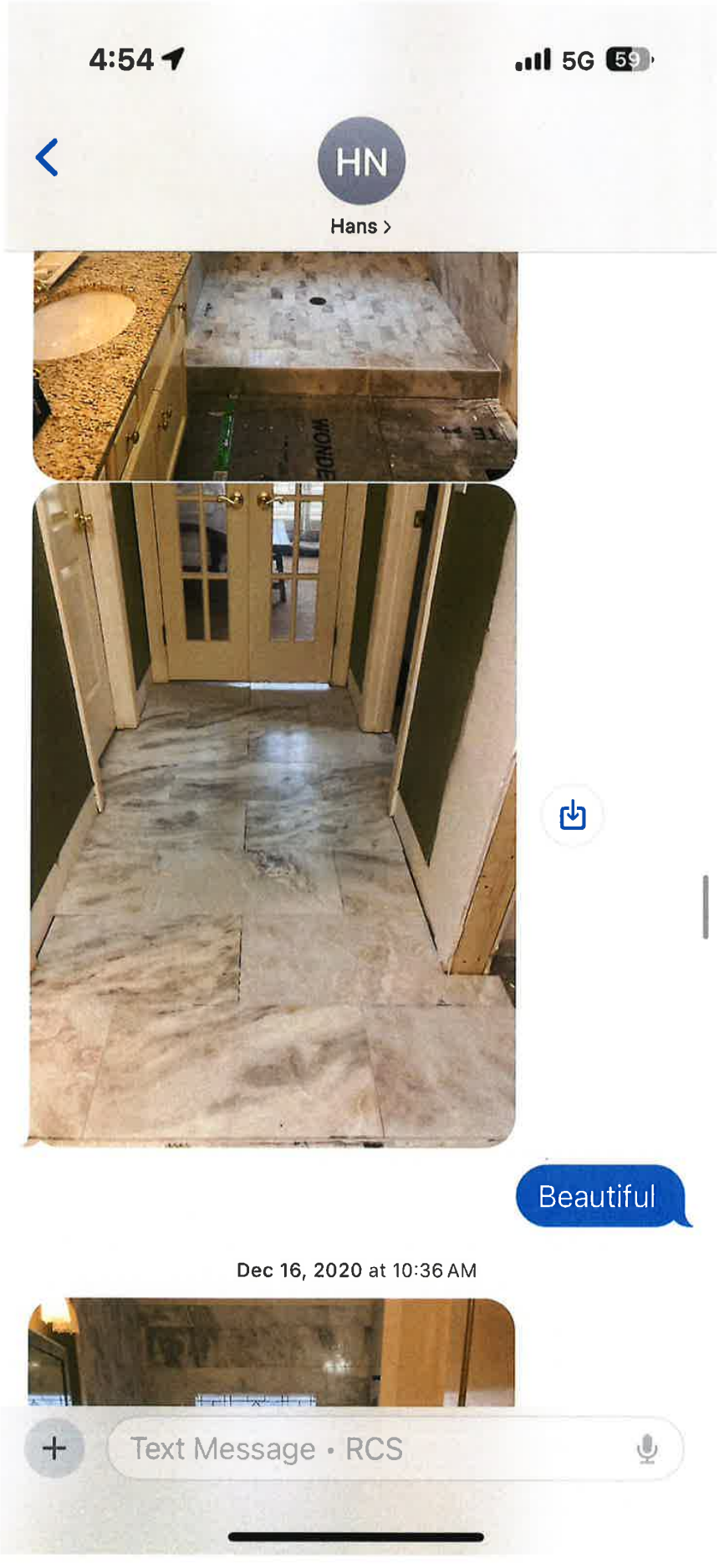

4:53
5G
60
HN
Hans
iMessage
Sep 18, 2020 at 4:54 PM
Sooo my dog is super itchy and his fall allergies are making him chew his hair off. What's your feelings on calling me in a prednisone taper? I normally have a script on hand because they all have allergies but we are out.
Only asking because you are a dog person. You can say no!!! It won't hurt my feelings
Be happy to
You are the best!!!!
I'll text you my pharmacy info
My DOB is 4/27/79
Whatever it takes for the babies
205-594-7088
Thank you so much!!! He's miserable
You're all set let me know of anything else it would not let me give a refill
Text Message • RCS

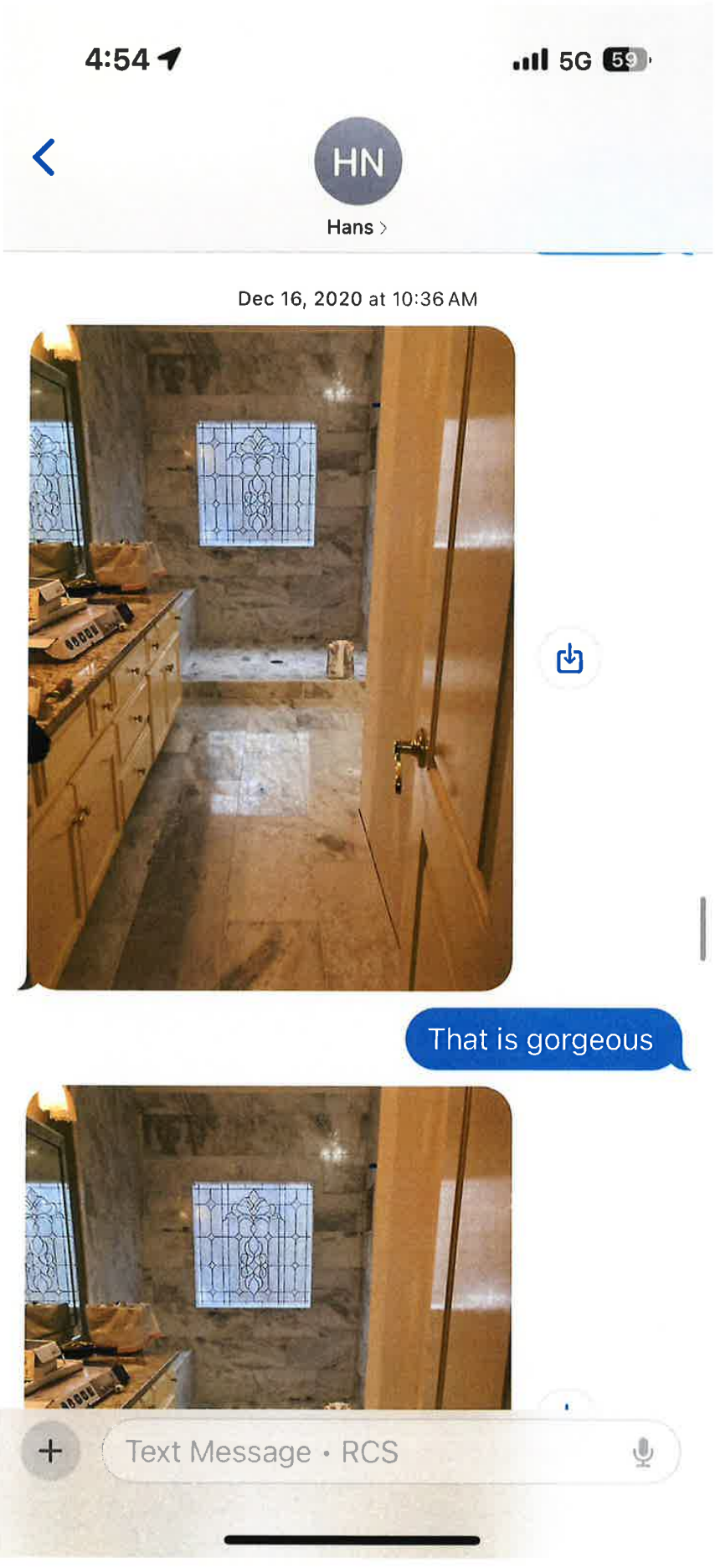

4:53
5G
60
HN
Hans
You are my fav!!!
This time I got it right with a refill just in case
Thank you!!
Anytime
Oct 27, 2020 at 8:38 AM
Can you interpret PFTs?
I'm in a meeting
Texting while in a meeting lol
Been a long time but I would have to get the rust off
Ok. We are just having some pulm drama and while I'm hiring another (have one on campus today) we are trying to see what our backup plan might be.
Have the pulm come by and meet me
I will!
Text Message · RCS

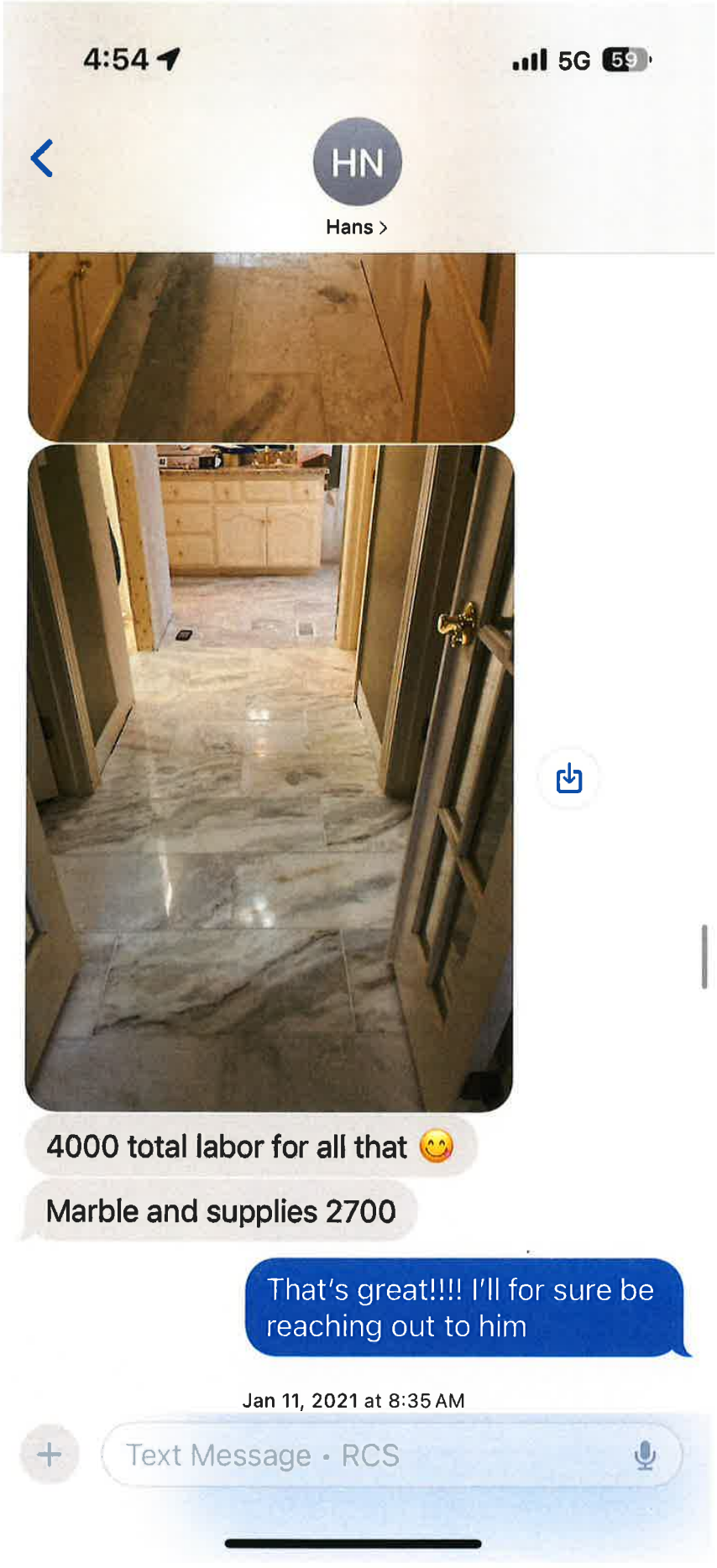

4:53
5G
59
HN
Hans
Oct 27, 2020 at 12:55 PM
Guaranteed he's coming your welcome
Thank you!!! You are a great salesperson
Yeah I got my wife to marry me
Dec 8, 2020 at 9:57 AM
My wife wants you to know that she loves you
I need you to rest to be the best you can be for our patients and your own well being. I will never burn you out if I can help it!
Enjoy your holidays!
Thank you for the support
Dec 10, 2020 at 11:04 AM
Yeah I can't wait to see he and Villar
Text Message • RCS

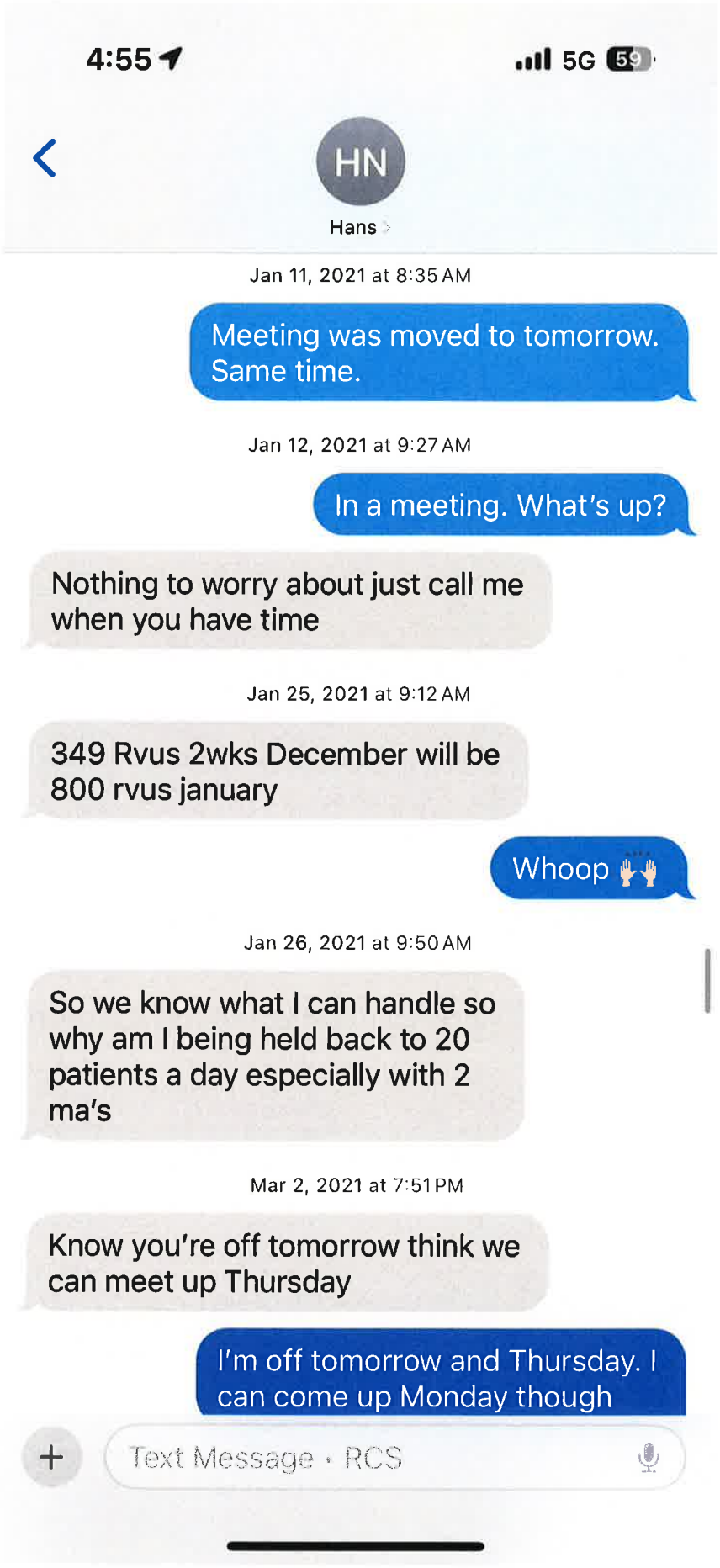

4:54
5G
59
HN
Hans
Dec 10, 2020 at 11:04 AM
Yeah I can't wait to see he and Villar together
Lol
It's going to be a big building
Villar big Trump supporter and he is not
Chadband isn't and y'all make it work
He will be doing kids too. I will keep them separated. Ha
Dec 10, 2020 at 1:43 PM

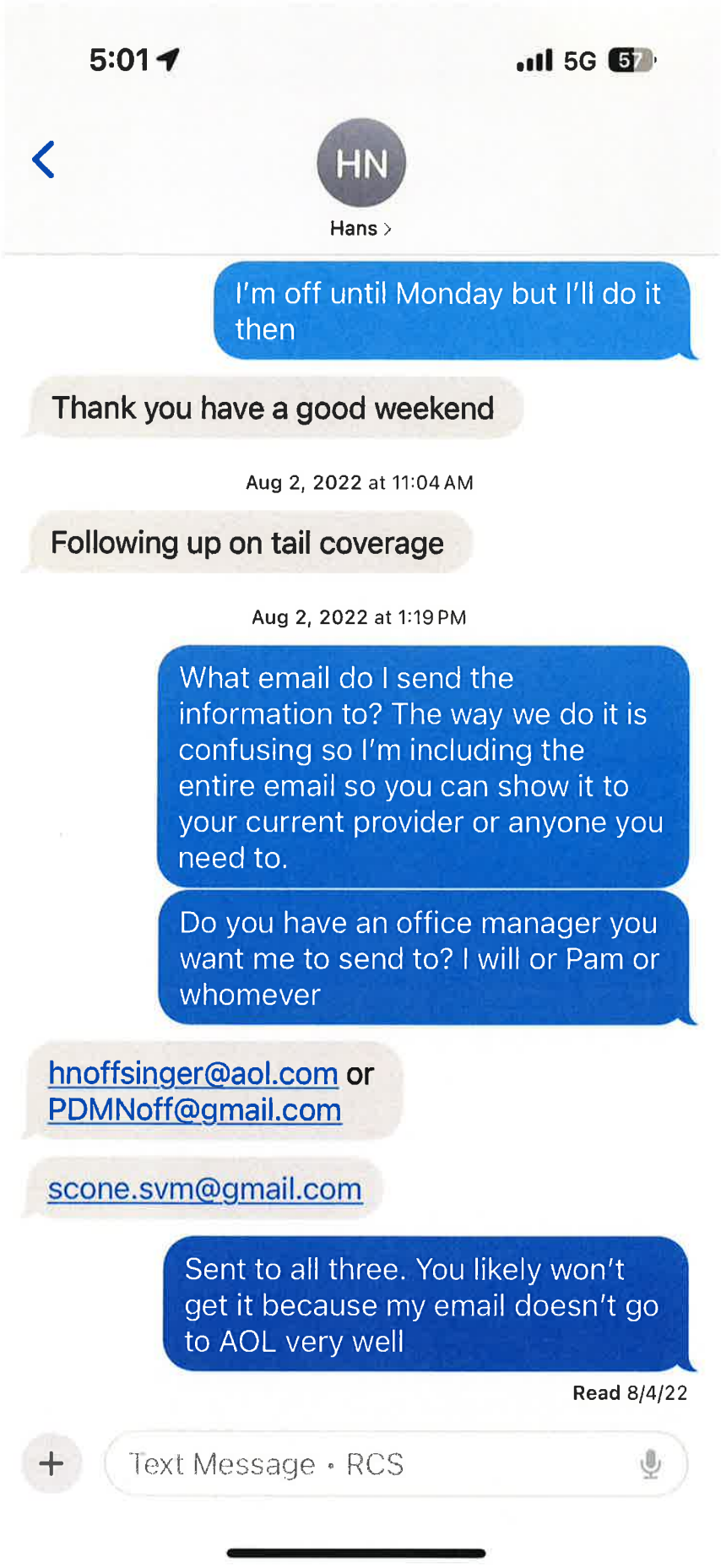

4:54
5G
59
HN
Hans
Dec 15, 2020 at 4:58 PM
More to come
Text Message • RCS

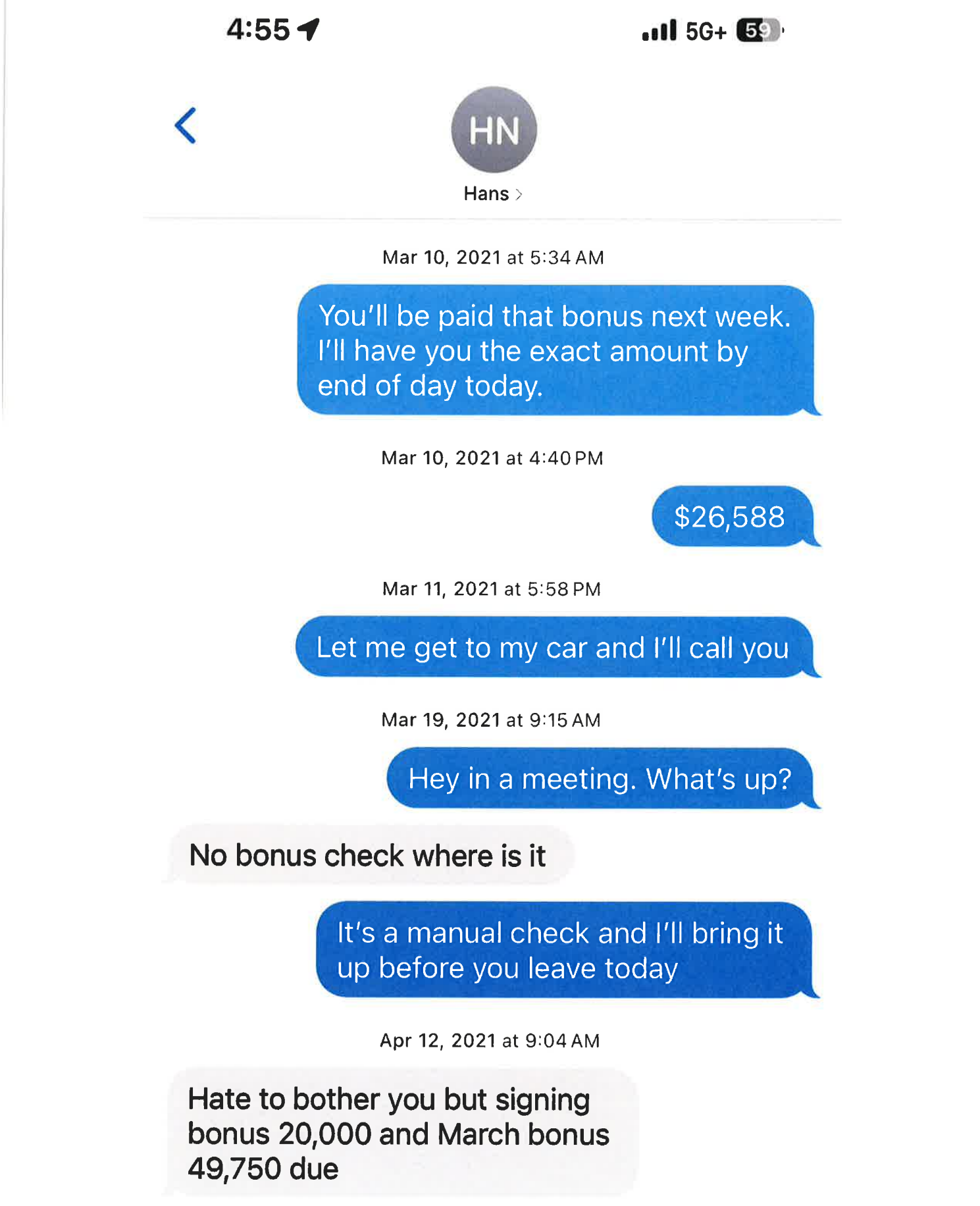

4:54
5G
59
HN
Hans ›
Beautiful
Dec 16, 2020 at 10:36 AM
Text Message • RCS


4:54
5G
59
HN
Hans
Dec 16, 2020 at 10:36 AM
That is gorgeous
Text Message • RCS

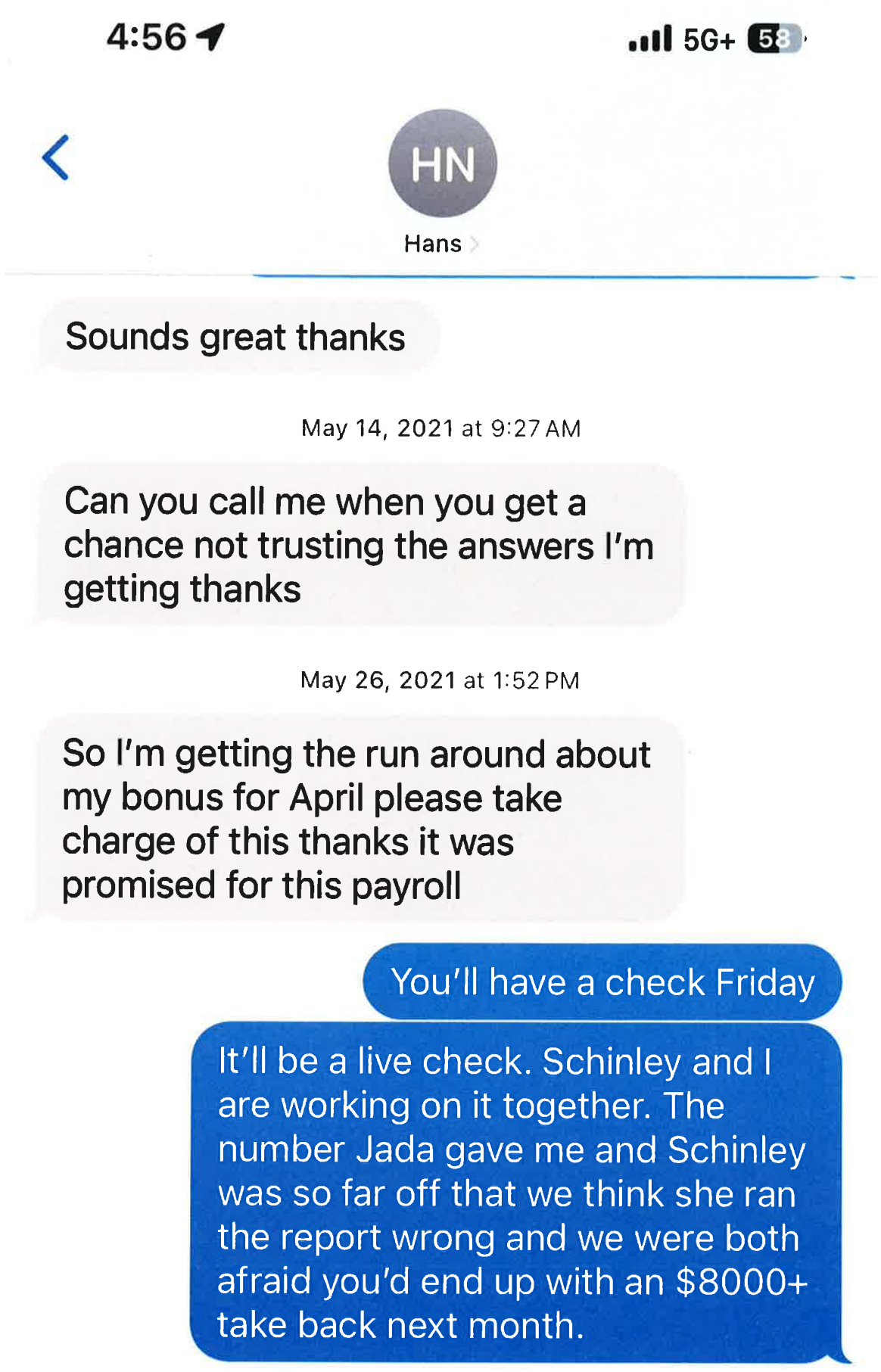

4:54
5G
59
HN
Hans ›
4000 total labor for all that
Marble and supplies 2700
That's great!!!! I'll for sure be reaching out to him
Jan 11, 2021 at 8:35 AM
Text Message • RCS

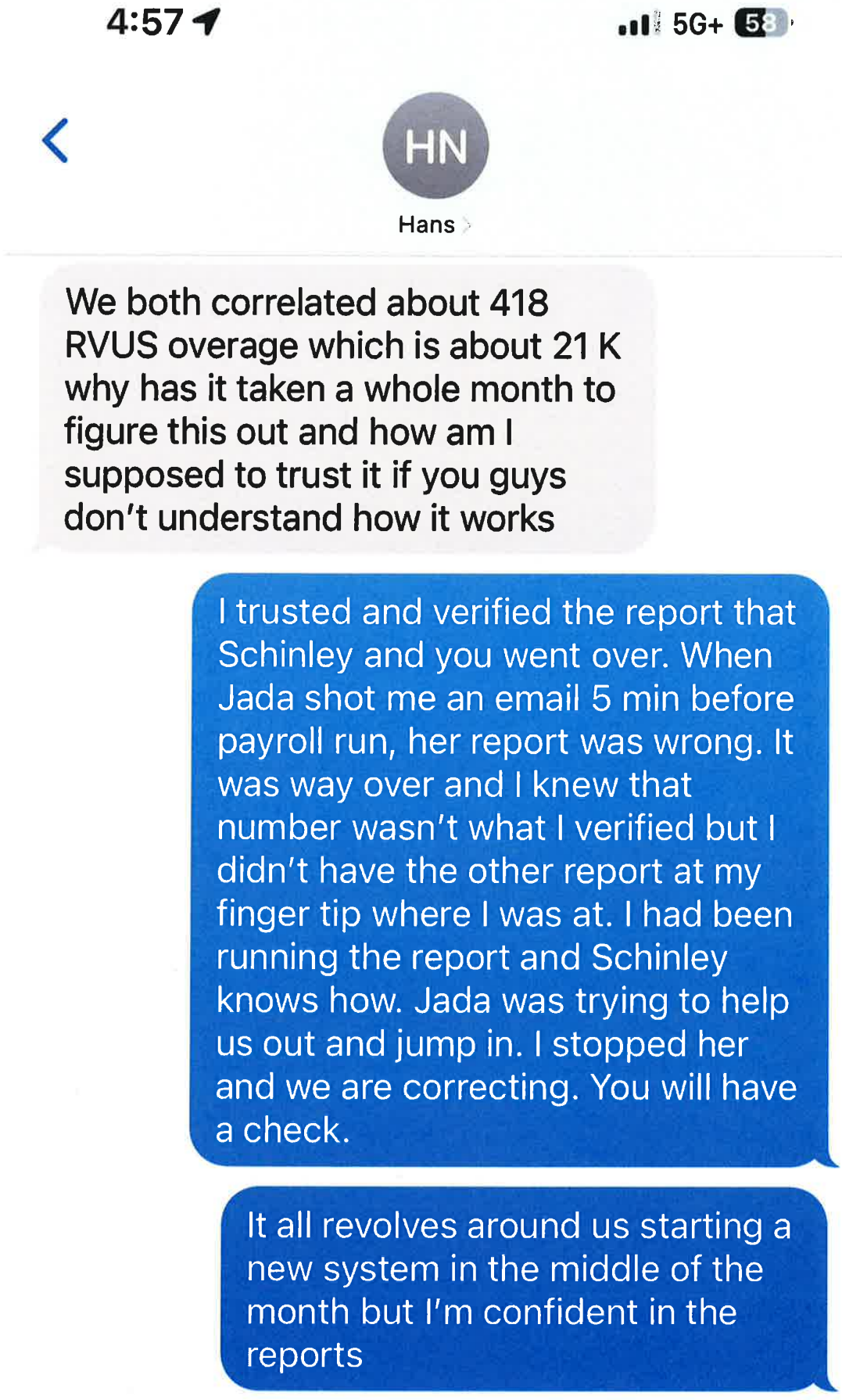

4:55
5G
59
HN
Hans
Jan 11, 2021 at 8:35 AM
Meeting was moved to tomorrow. Same time.
Jan 12, 2021 at 9:27 AM
In a meeting. What's up?
Nothing to worry about just call me when you have time
Jan 25, 2021 at 9:12 AM
349 Rvus 2wks December will be 800 rvus january
Whoop
Jan 26, 2021 at 9:50 AM
So we know what I can handle so why am I being held back to 20 patients a day especially with 2 ma's
Mar 2, 2021 at 7:51 PM
Know you're off tomorrow think we can meet up Thursday
I'm off tomorrow and Thursday. I can come up Monday though
Text Message • RCS

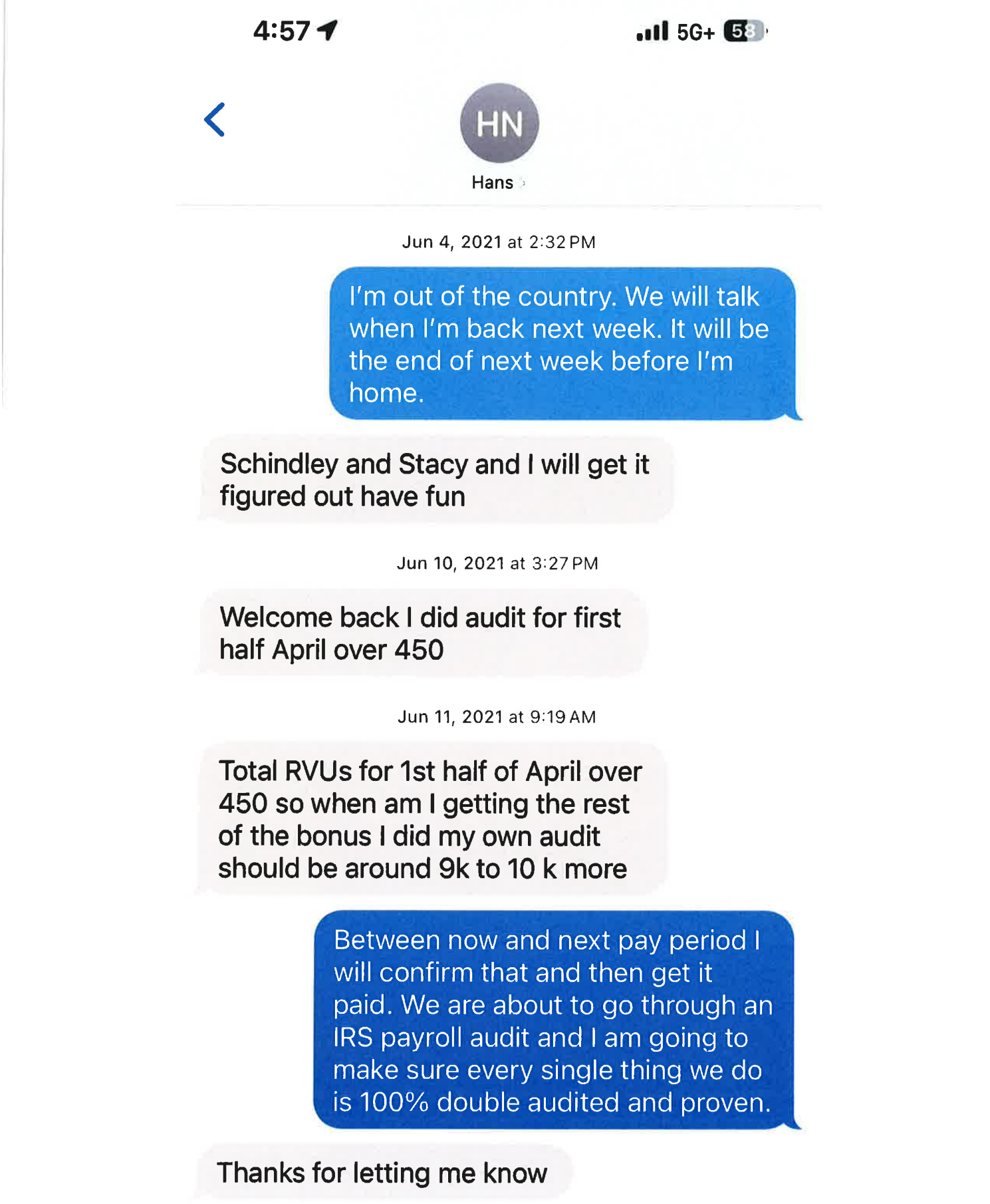

5:01
5G
HN
Hans
I'm off until Monday but I'll do it then
Thank you have a good weekend
Aug 2, 2022 at 11:04 AM
Following up on tail coverage
Aug 2, 2022 at 1:19 PM
What email do I send the information to? The way we do it is confusing so I'm including the entire email so you can show it to your current provider or anyone you need to.
Do you have an office manager you want me to send to? I will or Pam or whomever
hnoffsinger@aol.com or PDMNoff@gmail.com
scone.svm@gmail.com
Sent to all three. You likely won't get it because my email doesn't go to AOL very well
Read 8/4/22
Text Message • RCS

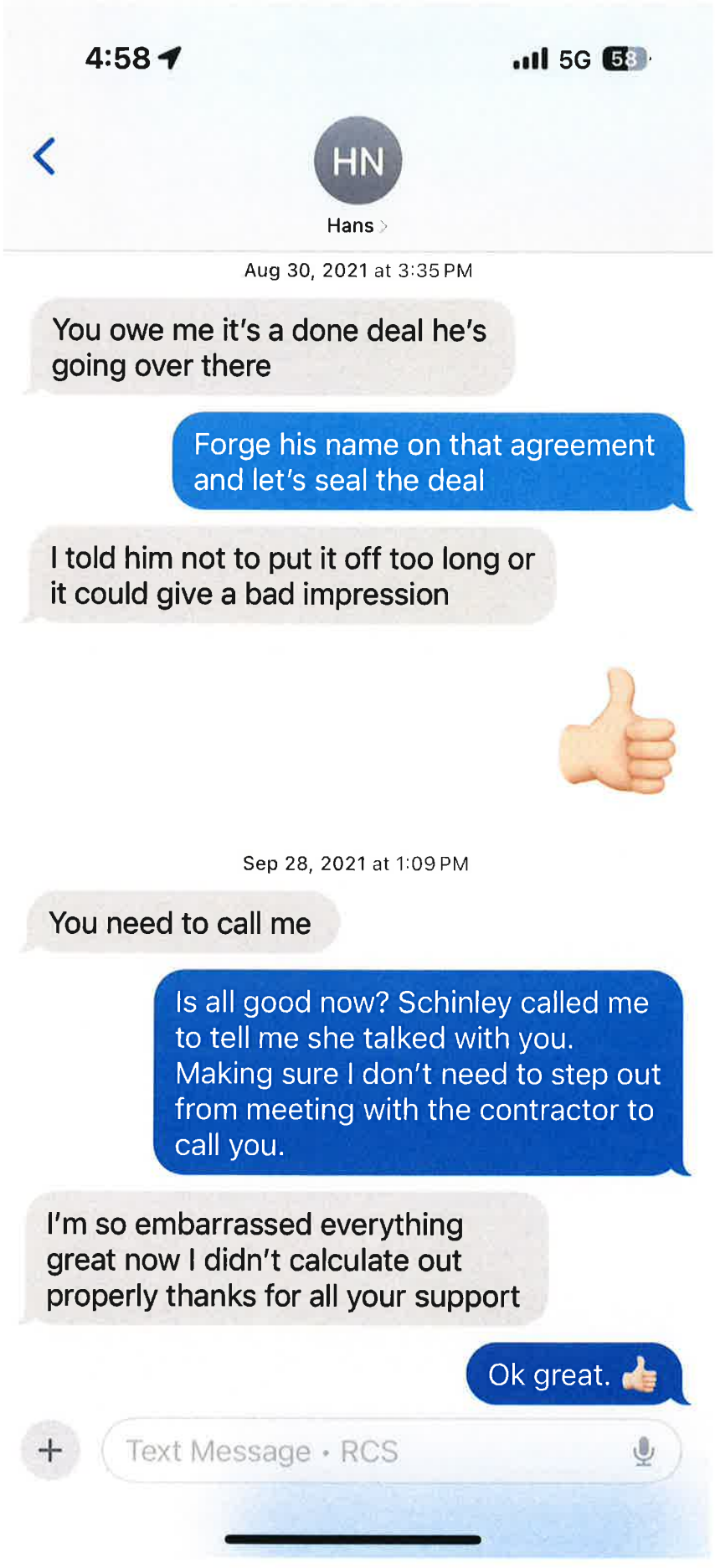

4:55
5G+
59
HN
Hans
Mar 10, 2021 at 5:34 AM
You'll be paid that bonus next week. I'll have you the exact amount by end of day today.
Mar 10, 2021 at 4:40 PM
$26,588
Mar 11, 2021 at 5:58 PM
Let me get to my car and I'll call you
Mar 19, 2021 at 9:15 AM
Hey in a meeting. What's up?
No bonus check where is it
It's a manual check and I'll bring it up before you leave today
Apr 12, 2021 at 9:04 AM
Hate to bother you but signing bonus 20,000 and March bonus 49,750 due

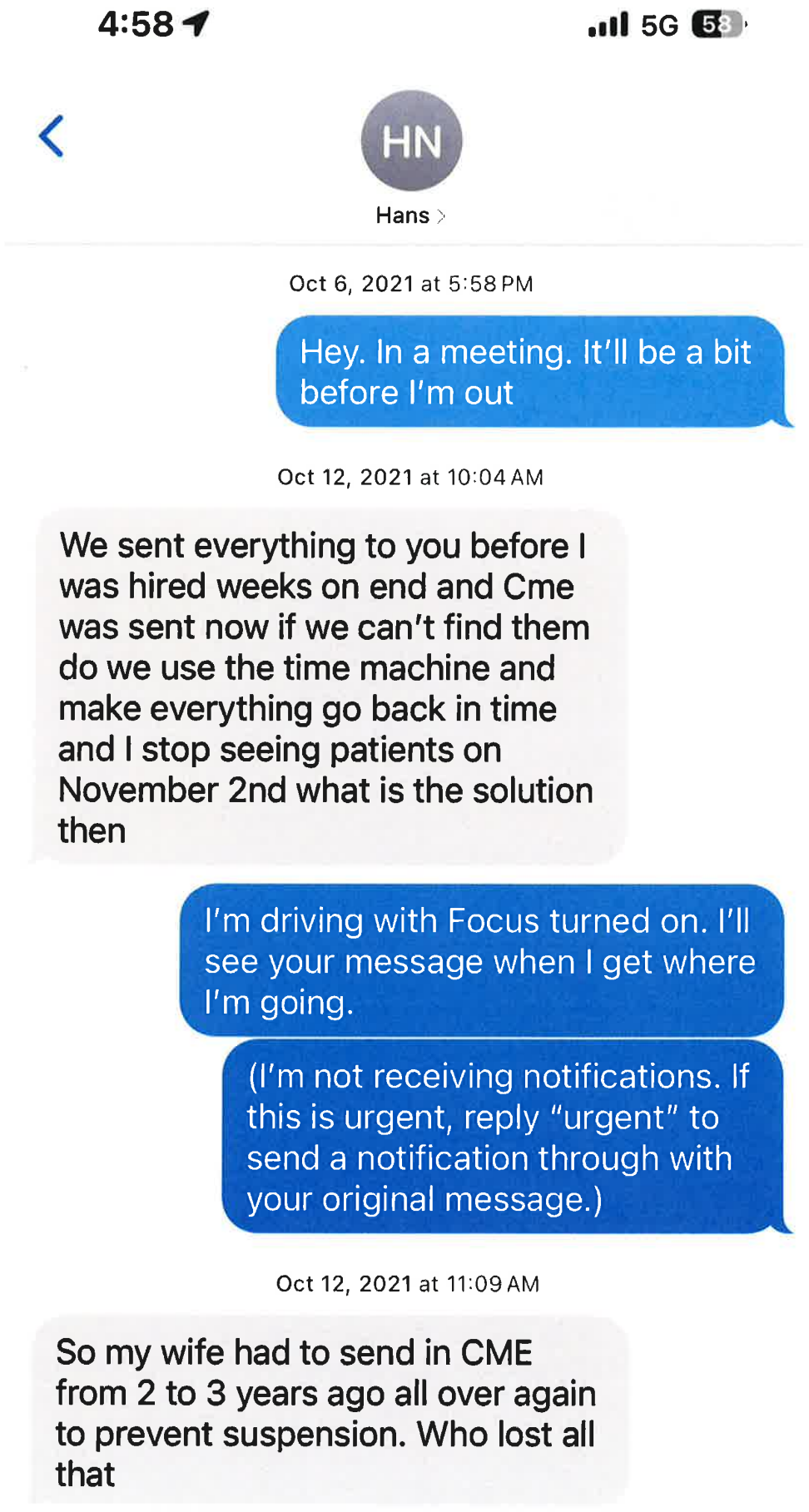

4:56
5G+
HN
Hans
Will be on the check we are processing today. I've got to run the RVU report to confirm that number but I will shortly
Thanks for your help and yes I took a few days off but really can't take a true vacation till other people get here
Help is on the way!
Apr 12, 2021 at 3:37 PM
Sorry didn't mean to send that imoji with tongue hanging out need better glasses
Bahahaha
I didn't even notice
I did confirm your rvu amount snd payroll will have that and your retention on this check
Text Message • RCS

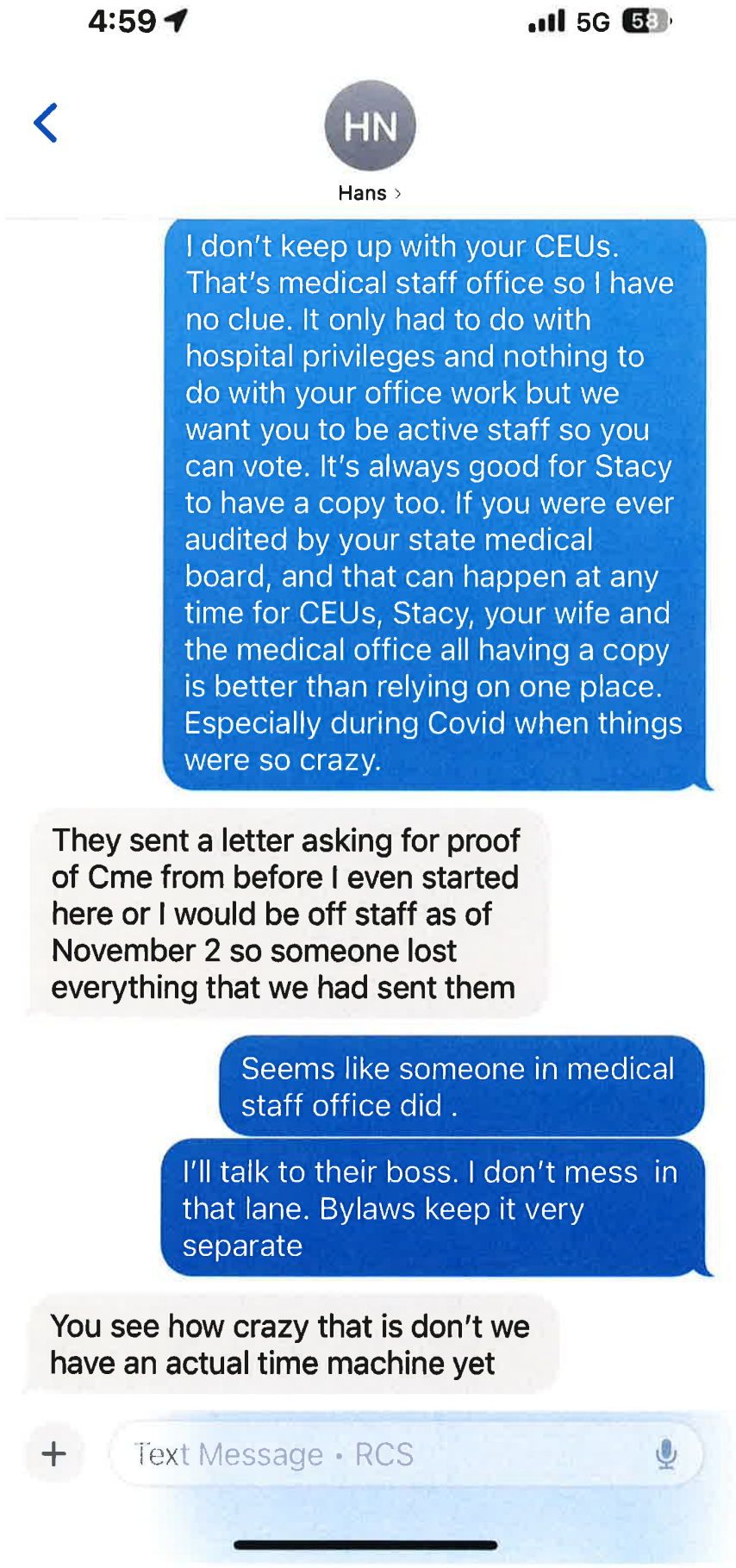

4:56
5G+
58
HN
Hans
Sounds great thanks
May 14, 2021 at 9:27 AM
Can you call me when you get a chance not trusting the answers I'm getting thanks
May 26, 2021 at 1:52 PM
So I'm getting the run around about my bonus for April please take charge of this thanks it was promised for this payroll
You'll have a check Friday
It'll be a live check. Schinley and I are working on it together. The number Jada gave me and Schinley was so far off that we think she ran the report wrong and we were both afraid you'd end up with an $8000+ take back next month.


4:57
5G+
58
HN
Hans
We both correlated about 418 RVUS overage which is about 21 K why has it taken a whole month to figure this out and how am I supposed to trust it if you guys don't understand how it works
I trusted and verified the report that Schinley and you went over. When Jada shot me an email 5 min before payroll run, her report was wrong. It was way over and I knew that number wasn't what I verified but I didn't have the other report at my finger tip where I was at. I had been running the report and Schinley knows how. Jada was trying to help us out and jump in. I stopped her and we are correcting. You will have a check.
It all revolves around us starting a new system in the middle of the month but I'm confident in the reports


4:57
5G+
58
HN
Hans
Jun 4, 2021 at 2:32 PM
I'm out of the country. We will talk when I'm back next week. It will be the end of next week before I'm home.
Schindley and Stacy and I will get it figured out have fun
Jun 10, 2021 at 3:27 PM
Welcome back I did audit for first half April over 450
Jun 11, 2021 at 9:19 AM
Total RVUs for 1st half of April over 450 so when am I getting the rest of the bonus I did my own audit should be around 9k to 10 k more
Between now and next pay period I will confirm that and then get it paid. We are about to go through an IRS payroll audit and I am going to make sure every single thing we do is 100% double audited and proven.
Thanks for letting me know

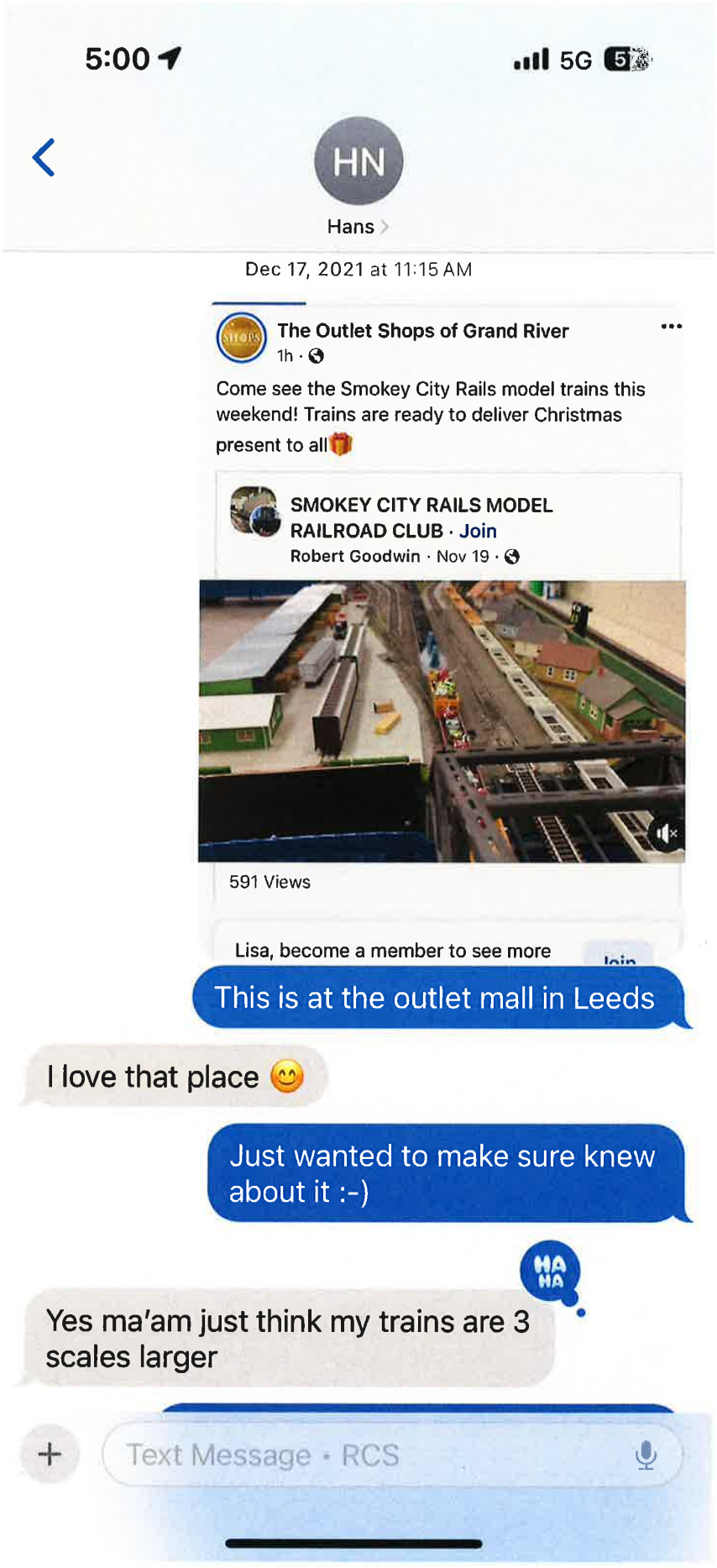

4:58
5G
HN
Hans
Aug 30, 2021 at 3:35 PM
You owe me it's a done deal he's going over there
Forge his name on that agreement and let's seal the deal
I told him not to put it off too long or it could give a bad impression
Sep 28, 2021 at 1:09 PM
You need to call me
Is all good now? Schinley called me to tell me she talked with you. Making sure I don't need to step out from meeting with the contractor to call you.
I'm so embarrassed everything great now I didn't calculate out properly thanks for all your support
Ok great.
Text Message • RCS

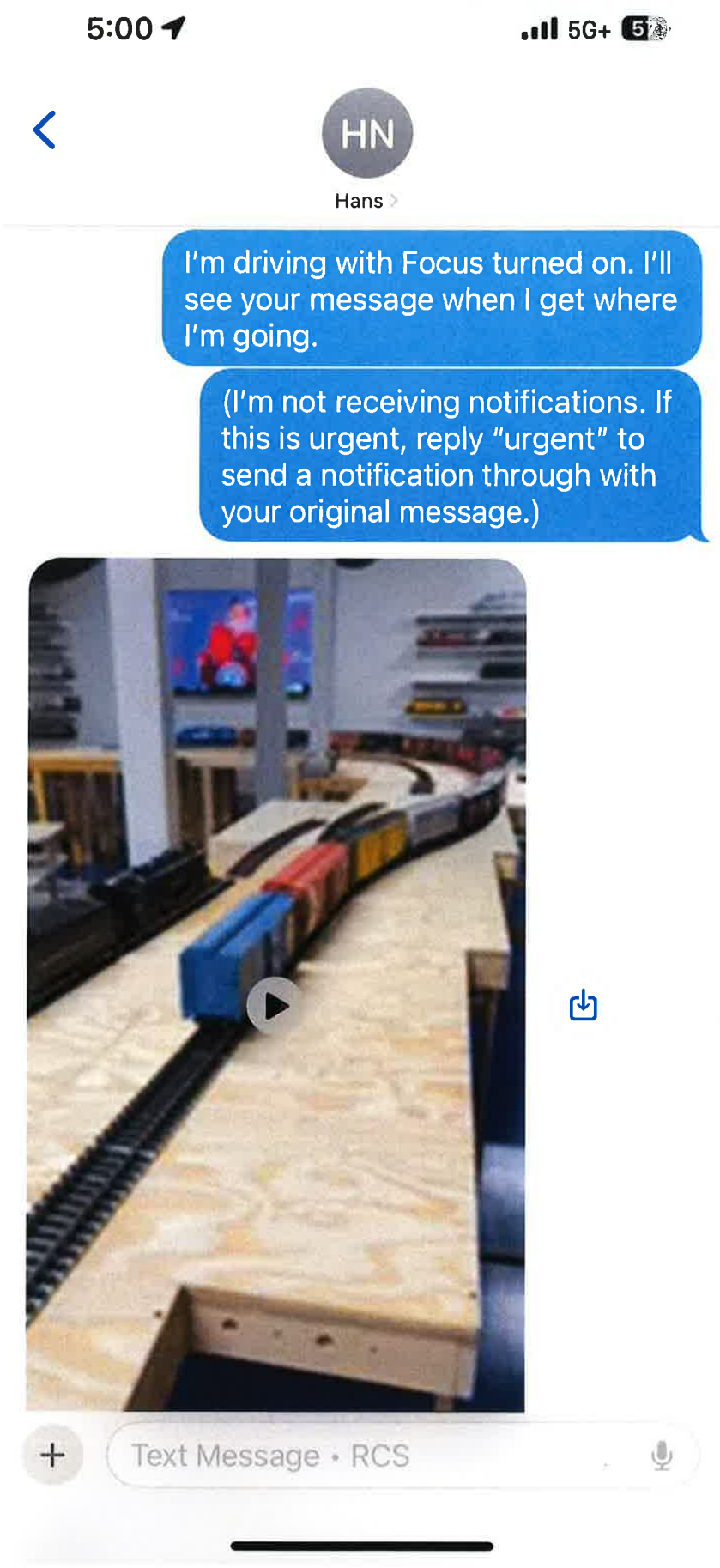

4:58
5G
58
HN
Hans
Oct 6, 2021 at 5:58 PM
Hey. In a meeting. It'll be a bit before I'm out
Oct 12, 2021 at 10:04 AM
We sent everything to you before I was hired weeks on end and Cme was sent now if we can't find them do we use the time machine and make everything go back in time and I stop seeing patients on November 2nd what is the solution then
I'm driving with Focus turned on. I'll see your message when I get where I'm going.
(I'm not receiving notifications. If this is urgent, reply "urgent" to send a notification through with your original message.)
Oct 12, 2021 at 11:09 AM
So my wife had to send in CME from 2 to 3 years ago all over again to prevent suspension. Who lost all that

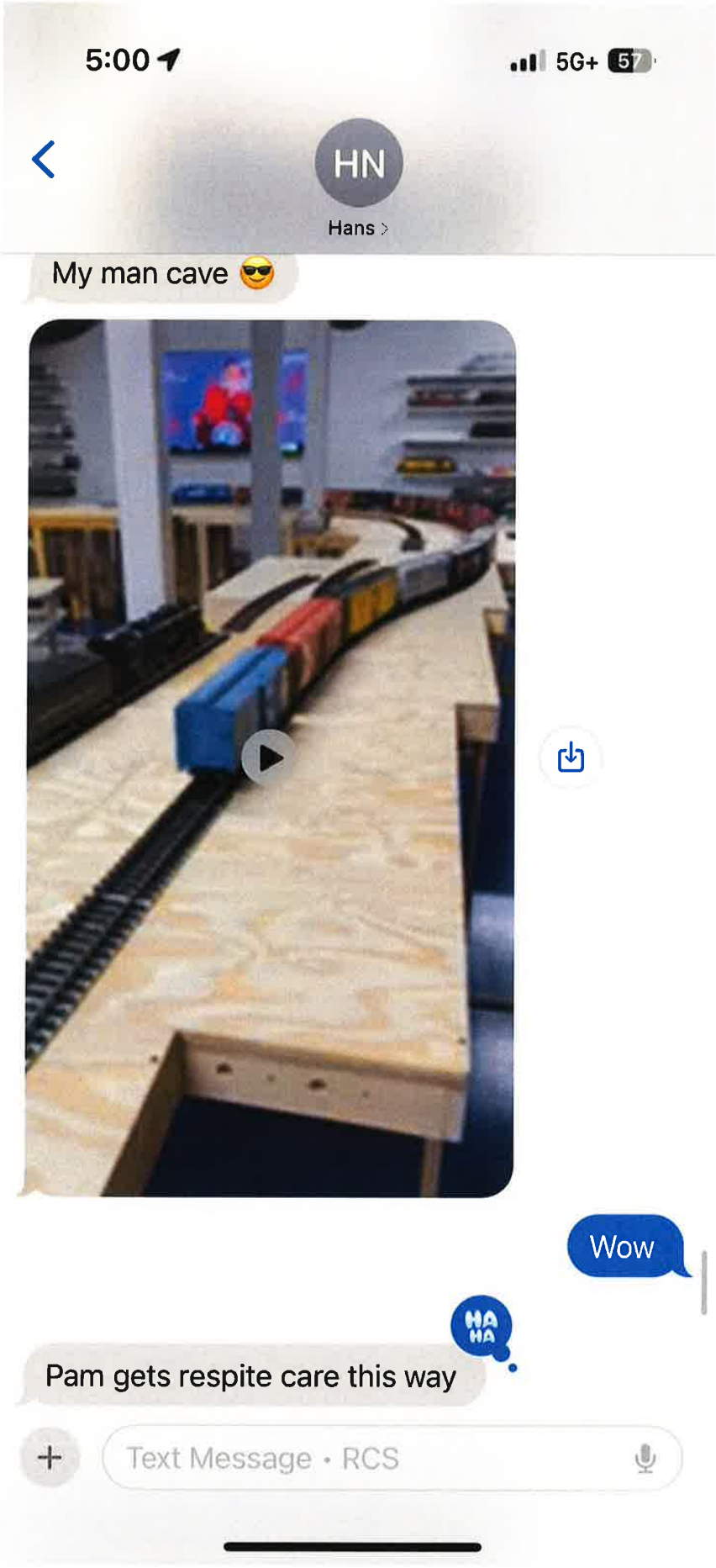

4:59
5G
HN
Hans
I don't keep up with your CEUs. That's medical staff office so I have no clue. It only had to do with hospital privileges and nothing to do with your office work but we want you to be active staff so you can vote. It's always good for Stacy to have a copy too. If you were ever audited by your state medical board, and that can happen at any time for CEUs, Stacy, your wife and the medical office all having a copy is better than relying on one place. Especially during Covid when things were so crazy.
They sent a letter asking for proof of Cme from before I even started here or I would be off staff as of November 2 so someone lost everything that we had sent them
Seems like someone in medical staff office did .
I'll talk to their boss. I don't mess in that lane. Bylaws keep it very separate
You see how crazy that is don't we have an actual time machine yet
Text Message • RCS

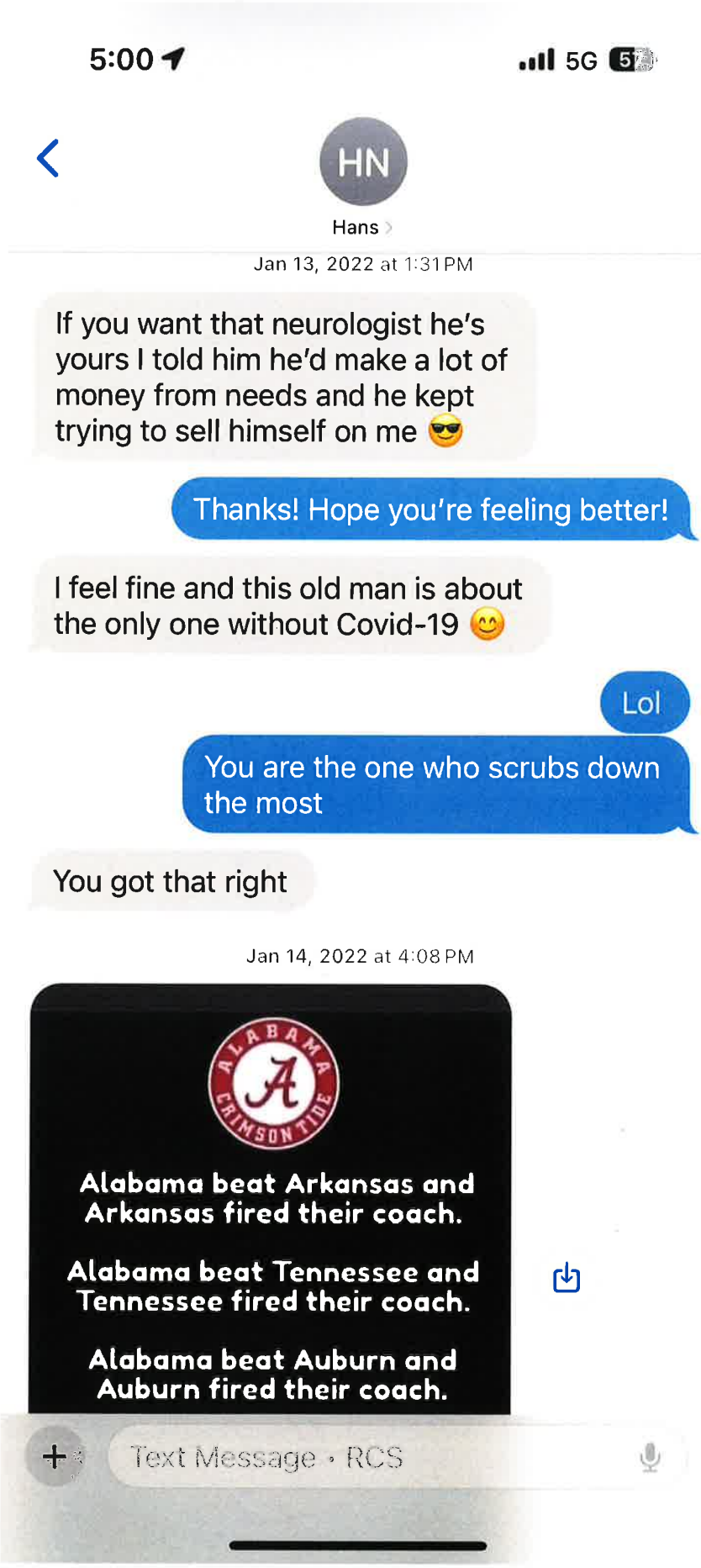

4:59
5G
HN
Hans
That would be out bazillion dollars and we could retire. Get to working on it!!
*our
Too busy buying zipp drives for everything
Told Stacy sorry about her loss next week
KY is on a roll. Y'all may be a football school now
I'll take 6-1
Not bad at all!!!! Actually very very good
Nov 15, 2021 at 7:41 PM
Can you call me please thanks
Nov 16, 2021 at 6:25 AM
Text Message • RCS


5:00
5G
57
HN
Hans
Nov 16, 2021 at 6:25 AM
Hey my do not disturb goes on at 7:00 every night so I didn't se this until this morning. I'm on the road driving so call me this morning if you want. I have a 7:30 meeting but should be done by 8:30 and will be free until my 9:00. Then I'm with a recruit until 1:00. But I can run up to the office this afternoon too.
Nov 18, 2021 at 1:10 PM
In a meeting
Okay
I'll be on the road headed to hartselle around 2:30 and can call you
Okay 👍


5:00
5G
HN
Hans
Dec 17, 2021 at 11:15 AM
The Outlet Shops of Grand River
1h ·
Come see the Smokey City Rails model trains this weekend! Trains are ready to deliver Christmas present to all
SMOKEY CITY RAILS MODEL RAILROAD CLUB · Join
Robert Goodwin · Nov 19 ·
591 Views
Lisa, become a member to see more
This is at the outlet mall in Leeds
I love that place
Just wanted to make sure knew about it :-)
HA HA
Yes ma'am just think my trains are 3 scales larger
Text Message • RCS


5:00
5G+
HN
Hans
I'm driving with Focus turned on. I'll see your message when I get where I'm going.
(I'm not receiving notifications. If this is urgent, reply "urgent" to send a notification through with your original message.)
Text Message • RCS


5:00
5G+
HN
Hans
My man cave
Wow
HA HA
Pam gets respite care this way
Text Message • RCS


5:00
5G
HN
Hans
Jan 13, 2022 at 1:31 PM
If you want that neurologist he's yours I told him he'd make a lot of money from needs and he kept trying to sell himself on me 😎
Thanks! Hope you're feeling better!
I feel fine and this old man is about the only one without Covid-19 😊
Lol
You are the one who scrubs down the most
You got that right
Jan 14, 2022 at 4:08 PM
ALABAMA CRIMSON TIDE
Alabama beat Arkansas and Arkansas fired their coach.
Alabama beat Tennessee and Tennessee fired their coach.
Alabama beat Auburn and Auburn fired their coach.
Text Message • RCS

5:00 5G 57

HN

Hans

you got that right

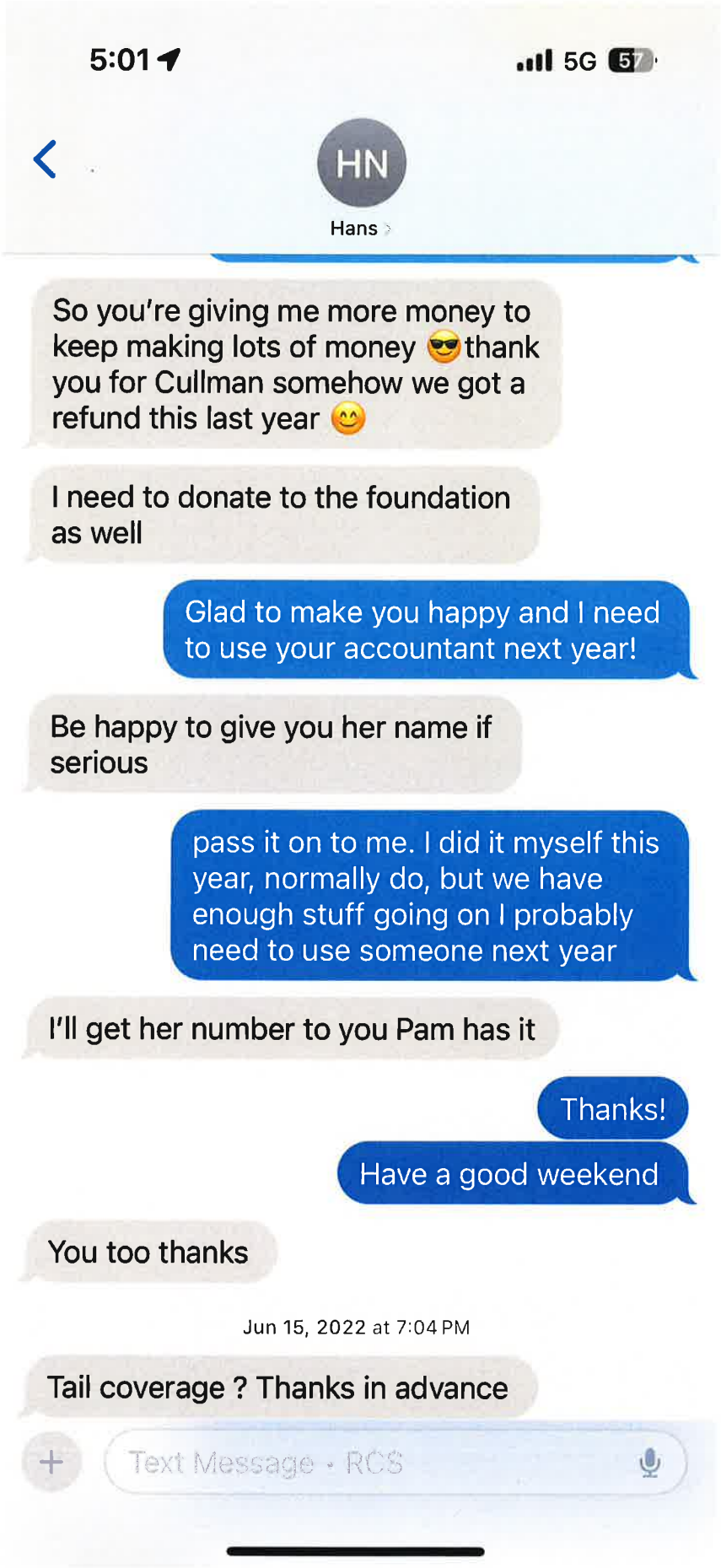
Jan 14, 2022 at 4:08 PM

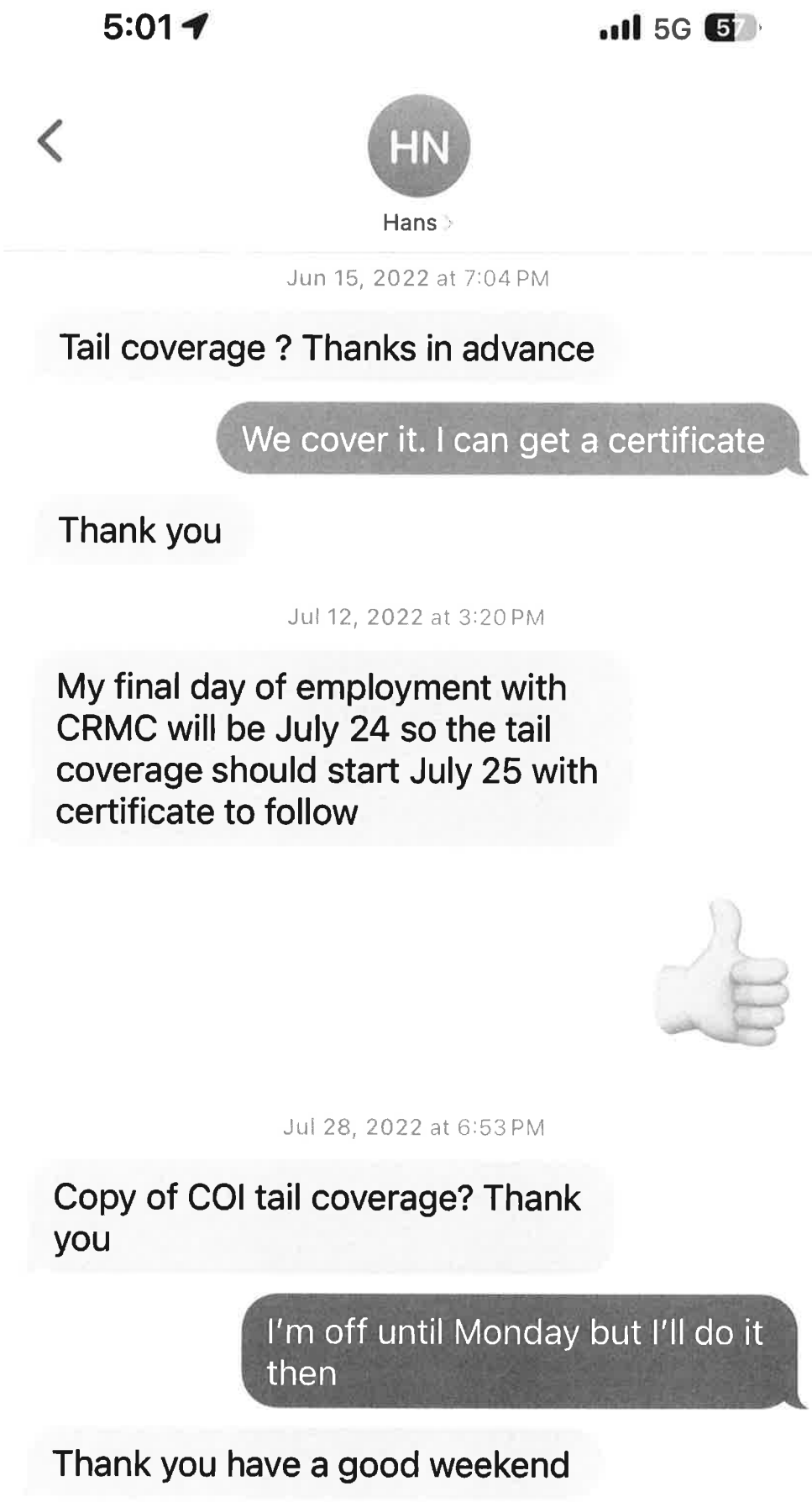


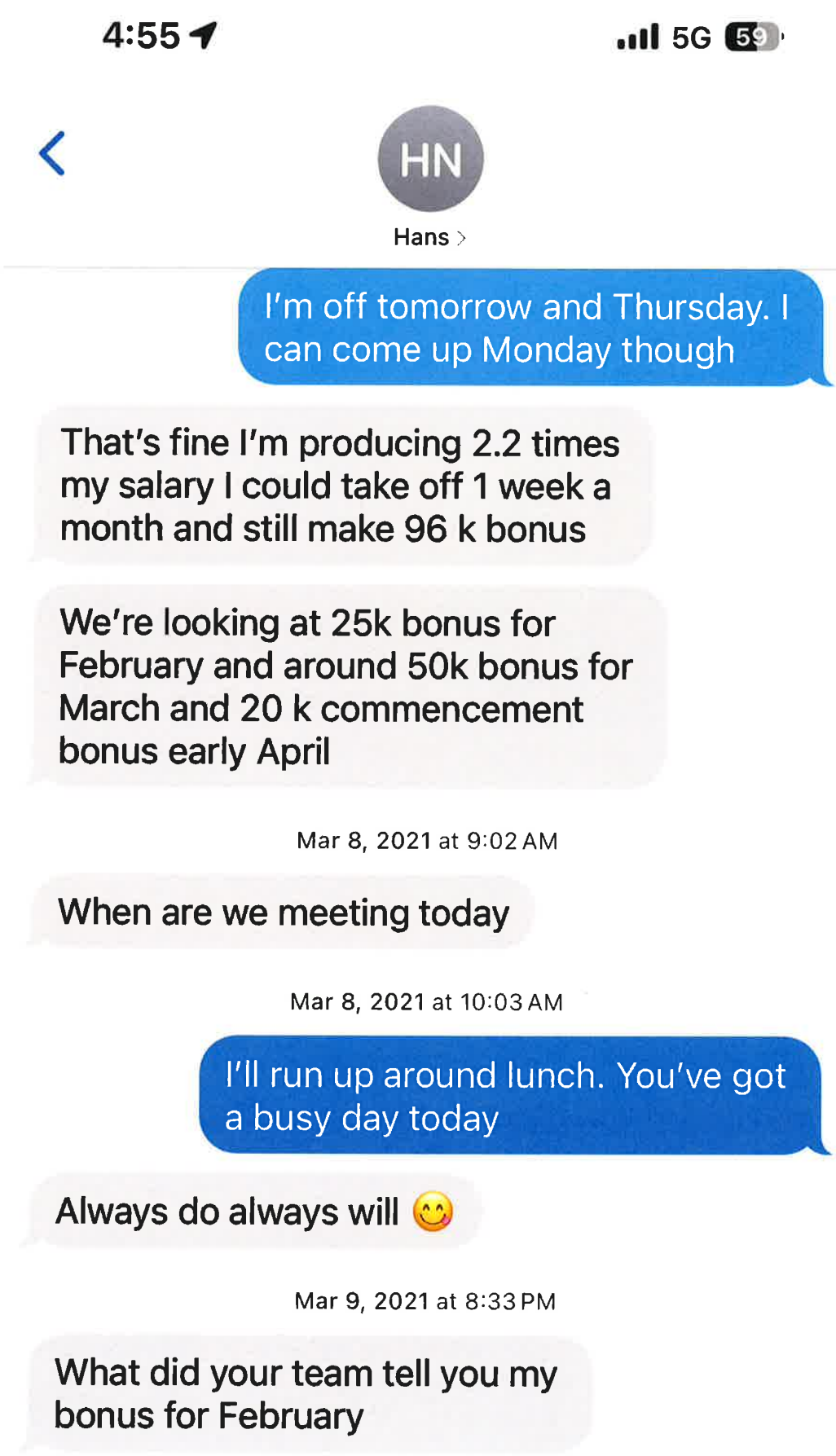


Mar 31, 2022 at 5:22 PM

You'll see a second deposit tomorrow or Monday that is your retention bonus. FYI


5:01
5G
HN
Hans
So you're giving me more money to keep making lots of money 😎thank you for Cullman somehow we got a refund this last year 😊
I need to donate to the foundation as well
Glad to make you happy and I need to use your accountant next year!
Be happy to give you her name if serious
pass it on to me. I did it myself this year, normally do, but we have enough stuff going on I probably need to use someone next year
I'll get her number to you Pam has it
Thanks!
Have a good weekend
You too thanks
Jun 15, 2022 at 7:04 PM
Tail coverage ? Thanks in advance
Text Message • RCS


5:01
5G
HN
Hans
Jun 15, 2022 at 7:04 PM
Tail coverage ? Thanks in advance
We cover it. I can get a certificate
Thank you
Jul 12, 2022 at 3:20 PM
My final day of employment with CRMC will be July 24 so the tail coverage should start July 25 with certificate to follow
Jul 28, 2022 at 6:53 PM
Copy of COI tail coverage? Thank you
I'm off until Monday but I'll do it then
Thank you have a good weekend


4:55
5G
59
HN
Hans
I'm off tomorrow and Thursday. I can come up Monday though
That's fine I'm producing 2.2 times my salary I could take off 1 week a month and still make 96 k bonus
We're looking at 25k bonus for February and around 50k bonus for March and 20 k commencement bonus early April
Mar 8, 2021 at 9:02 AM
When are we meeting today
Mar 8, 2021 at 10:03 AM
I'll run up around lunch. You've got a busy day today
Always do always will
Mar 9, 2021 at 8:33 PM
What did your team tell you my bonus for February

FILED
2026 Mar-05 AM 10:00
U.S. DISTRICT COURT
N.D. OF ALABAMA

Evid to Motion for Summary Judgment - Exhibit 18

Robert Lockwood

From: Courtney, Lisa
Sent: Friday, June 11, 2021 9:49 AM
To: Land, Schinley
Subject: Noffsinger

Noffsinger is saying we owe him about $9-10K more. I told him that we would 100% confirm between now and next pay period and pay it by then. We are currently gathering data for an IRS payroll audit, so I need to make sure we are 10000% comfortable with what we are paying him.

Lisa Courtney
Vice President of Physician Services
Cullman Regional Medical Center
PO Box 1108
Cullman, AL 35056
Phone: 256-737-2592
Fax: 256-737-2596

CULLMAN REGIONAL

FILED
2026 Mar-05 AM 10:00
U.S. DISTRICT COURT
N.D. OF ALABAMA

Evid to Motion for Summary Judgment - Exhibit 19

Robert Lockwood

From: Land, Schinley
Sent: Wednesday, July 21, 2021 10:32 AM
To: Courtney, Lisa
Subject: Re: VRC - Issue

I became aware of the situation yesterday (not with this much detail) and connected with Susan. Stacy and I spoke about it. I provided the whys they couldn't accept the extra box (1-it should be done daily for HIPAA, 2-time/OT for the company we've contracted with and 3-we have to pay for each "bag" and things outside the bin are considered bags) and that we cannot continue to berate people. Stacy assured me she was speaking with him about it. I will connect with him as well.

-schinley
Sent from my iPhone

On Jul 21, 2021, at 10:24 AM, Courtney, Lisa <Lisa.Courtney@cullmanregional.com> wrote:

I'm deducting RVUs for everytime he yells at someone for stupid things.

From: Borden, Susan
Sent: Wednesday, July 21, 2021 10:21 AM
To: Land, Schinley <Schinley.Land@cullmanregional.com>
Cc: Courtney, Lisa <Lisa.Courtney@cullmanregional.com>
Subject: FW: VRC - Issue

Please see below regarding behavior by Dr. Noffsinger.

Thanks,
Susan

This email communication and any attachment thereto is protected from disclosure pursuant to the provisions of the Patient Safety and Quality Improvement Act [42 CFR Part 3] and other state and federal laws. Unauthorized disclosure or duplication is absolutely prohibited.

From: Jeff Knight [mailto:jknight@vrcofal.com]
Sent: Wednesday, July 21, 2021 10:20 AM
To: Borden, Susan <Susan.Borden@cullmanregional.com>
Subject: VRC - Issue

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Susan,

I'll do my best summarize what I was told by the employees that service CRMC and I'll be paraphrasing since this is secondhand information.

Two VRC employees have had negative interactions with Dr. Noffsinger - [redacted] and [redacted] These issues arose from declining to accept extra boxes of shred (per policy) from Dr. Noffsinger when servicing the secure VRC bins in suite 450 of POB 1. I'm aware of three instances in which the doctor created conflict and lambasted VRC employees for following the security processes we have in place but I've only been able to collect details regarding the two most recent incidents.

7/6/21 - Dr. Noffsinger berated [redacted] for not accepting his extra box and criticized VRC/CRMC processes. [redacted] states that Dr. Noffsginer then said, "You're just a company boy, aren't you?" in reference to [redacted] stating he was unable to take the box.

7/20/21 - Dr. Noffsinger once again berated [redacted]. After this, the doctor then called into VRC customer service to "report" [redacted]. I took the call and the doctor then began to tell me that we have a "lazy employee" on our hands [redacted] and that our processes are not practical. He then told me that "we're done" at CRMC and he was going to ensure that we're fired.

[redacted] stated he had a similar run-in a few months ago but doesn't recall the details.

Thank you for your attention to this matter and please let me know if you need anything else.

Jeff Knight
Director of Client Services
VRC Companies, LLC
(O) 205-668-0554
www.vitalrecordscontrol.com
<Outlook-es5ybtfz.png>

FILED
2026 Mar-05 AM 10:00
U.S. DISTRICT COURT
N.D. OF ALABAMA

Evid to Motion for Summary Judgment - Exhibit 20

Robert Lockwood

From: Courtney, Lisa
Sent: Thursday, February 24, 2022 9:41 AM
To: Graves, Stacy; Land, Schinley
Subject: RE: Noffsinger Numbers

Pretty sure after I'm done today he will.

From: Graves, Stacy <Stacy.Graves@cullmanregional.com>
Sent: Thursday, February 24, 2022 9:41 AM
To: Courtney, Lisa <Lisa.Courtney@cullmanregional.com>; Land, Schinley <Schinley.Land@cullmanregional.com>
Subject: RE: Noffsinger Numbers

I know but you can not make him believe that, I have tried

From: Courtney, Lisa <Lisa.Courtney@cullmanregional.com>
Sent: Thursday, February 24, 2022 9:39 AM
To: Land, Schinley <Schinley.Land@cullmanregional.com>; Graves, Stacy <Stacy.Graves@cullmanregional.com>
Subject: Noffsinger Numbers

FYI - At this point in the month of Sept – January, he is above where he has ever been other than Nov and it's pretty much the same.

	Sept	Oct	Nov	Dec	Jan	Feb
Noffsinger	315	292	360	324	305	358

EXHIBIT "D"

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2026 Mar-05 AM 10:00
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Evid to Motion for Summary Judgment - Exhibit 21

Text between Lisa Courtney and Schinley Land re: Noffsinger




4:55
5G+
Lisa
Who is Trish, again?
CMA for Nicole use to be Cindy (crazy NP) CMA
The patient issue and what she has done is two separate things but they tie together with a bigger issue
May 4, 2021 at 9:09 AM
Noffsinger has demanded a meeting with HR. I've set it up for 4:30. I told Pam I want you to attend so we can get him to start going to you about issues.
He is in the wrong and zero clue he is
iMessage


Lisa
May 4, 2021 at 12:32 PM
I just got the update that all approvals are in place and I can head to the dealership to get everything signed. Ill let you know as soon as I'm done and heading that way.
Ok. I'm sorry you even have to head this way. Stupid Noffsinger
Aha-he was good when I spoke with him earlier. We will get it all handled.
Think I need to move our 2:00 to tomorrow?
Ok
Please do. I'm still here.
iMessage

FILED
2026 Mar-05 AM 10:00
U.S. DISTRICT COURT
N.D. OF ALABAMA

Evid to Motion for Summary Judgment - Exhibit 22

Robert Lockwood

From: Courtney, Lisa
Sent: Wednesday, December 22, 2021 4:19 PM
To: Land, Schinley
Subject: FW: Missing Documentation

Get on him please.

From: Stephens, Chasity <Chasity.Stephens@cullmanregional.com>
Sent: Wednesday, December 22, 2021 4:09 PM
To: Courtney, Lisa <Lisa.Courtney@cullmanregional.com>
Subject: FW: Missing Documentation

This is pitiful. All these are part of the DNFB, too.

From: Waters, Tammy <Tammy.Waters@cullmanregional.com>
Sent: Tuesday, December 21, 2021 3:15 PM
To: Graves, Stacy <Stacy.Graves@cullmanregional.com>
Cc: Stephens, Chasity <Chasity.Stephens@cullmanregional.com>
Subject: Missing Documentation

Stacy,
Dr. Noffsinger's claims beginning date 12/6/21 to 12/16/21 missing documentation

Nichole Mangum is caught up to 12/20/21

Thank you,
Tammy Waters, CCA, CCS-P
Outpatient Coder II
Cullman Regional Medical Group
Tel: (256)737-2154
Fax: (256)801-7626

CULLMAN
REGIONAL

EXHIBIT "F"





Compliance Review Report

PRO-R-CULLP-202107 – CONFIDENTIAL

CULLMAN REGIONAL MEDICAL CENTER- PROFEE
NOFFSINGER MD, HANSEL

THE PEOPLE BEHIND THE NUMBERS™

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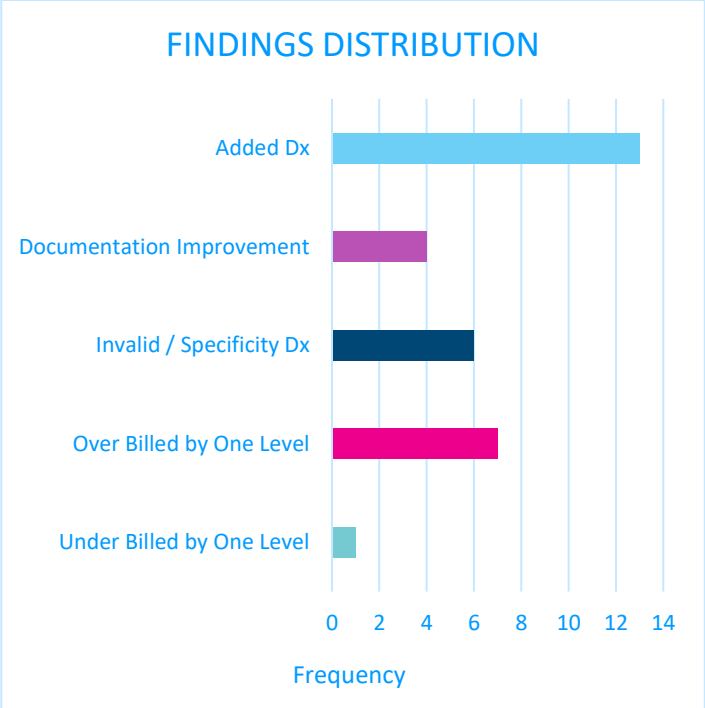
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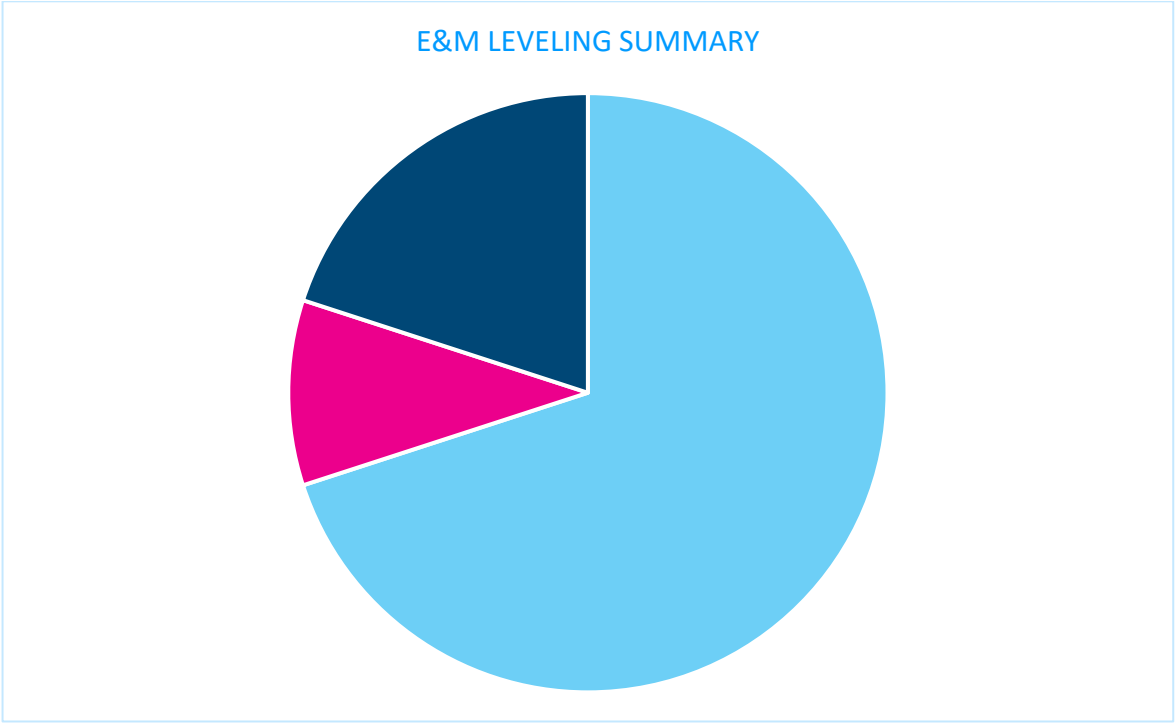
Pro Fee Assigned	
DESCRIPTION	FREQUENCY
Added Dx	13
Over Billed by One Level	7
Invalid / Specificity Dx	6
Documentation Improvement	4
Under Billed by One Level	1



Cullman Regional 002241

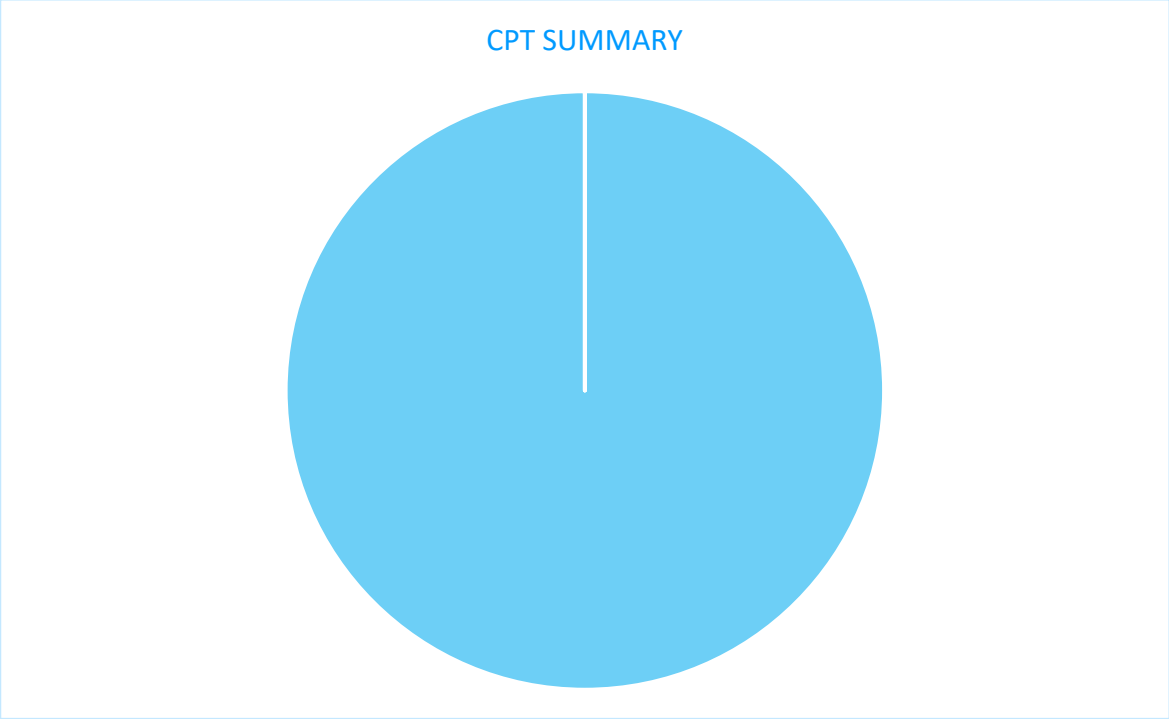
E&M LEVELING SUMMARY

Pro Fee Assigned		
DESCRIPTION	FREQUENCY	% of Pro Fee Assigned
Over Billed by One Level	7	70.00 %
Under Billed by One Level	1	10.00 %
No Change	2	20.00 %
	10	



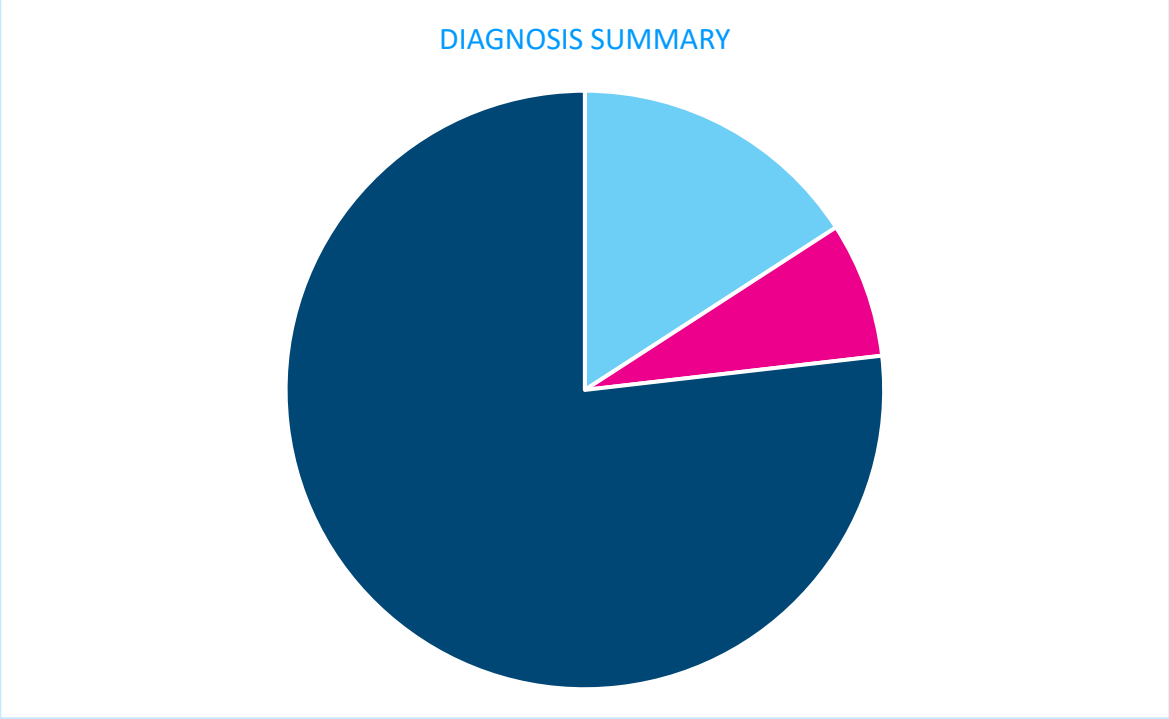
CPT SUMMARY

Pro Fee Assigned		
DESCRIPTION	FREQUENCY	% of Pro Fee Assigned
No Change	10	100.00 %
	10	



DIAGNOSIS SUMMARY

Pro Fee Assigned		
DESCRIPTION	FREQUENCY	% of Pro Fee Assigned
Added Dx	13	15.85 %
Invalid / Specificity Dx	6	7.32 %
No Change	63	76.83 %
	82	



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Evid to Motion for Summary Judgment - Exhibit 24

Robert Lockwood

From: Stephens, Chasity
Sent: Tuesday, December 14, 2021 2:15 PM
To: Courtney, Lisa; Graves, Stacy; Land, Schinley
Subject: Dr. Noffsinger Audit Results
Attachments: CULLP Noffsinger MD.pdf

Importance: High

Attached are the audit results.

Chasity Stephens
Revenue Cycle Manager
Physician Billing Office
PO Box 2895
Cullman, AL 35056
Office: 256-735-5071
Fax: 256-801-7626
chasity.stephens@cullmanregional.com





Compliance Review Report

PRO-R-CULLP-202112-Noffsinger – CONFIDENTIAL

CULLMAN REGIONAL MEDICAL CENTER- PROFEE
NOFFSINGER MD, HANSEL

THE PEOPLE BEHIND THE NUMBERS™

EXHIBIT "I"

Contents

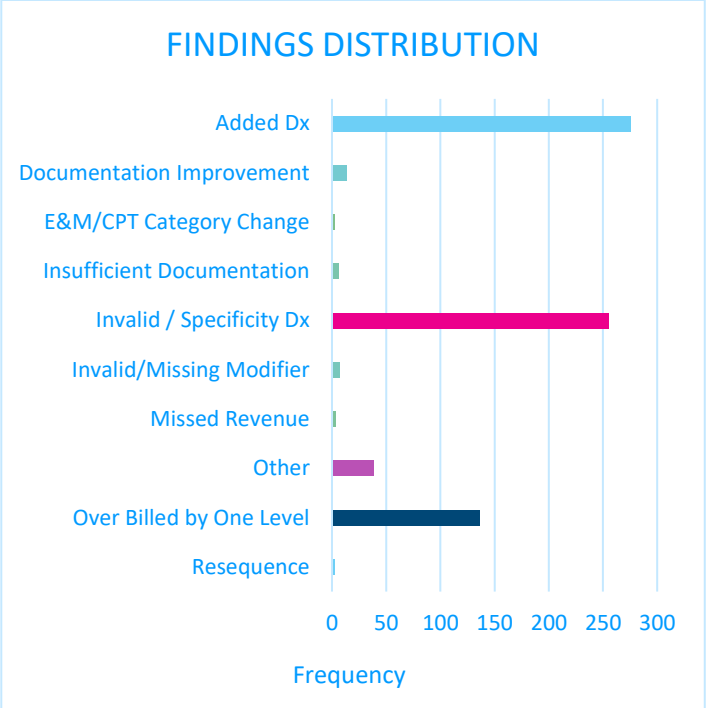
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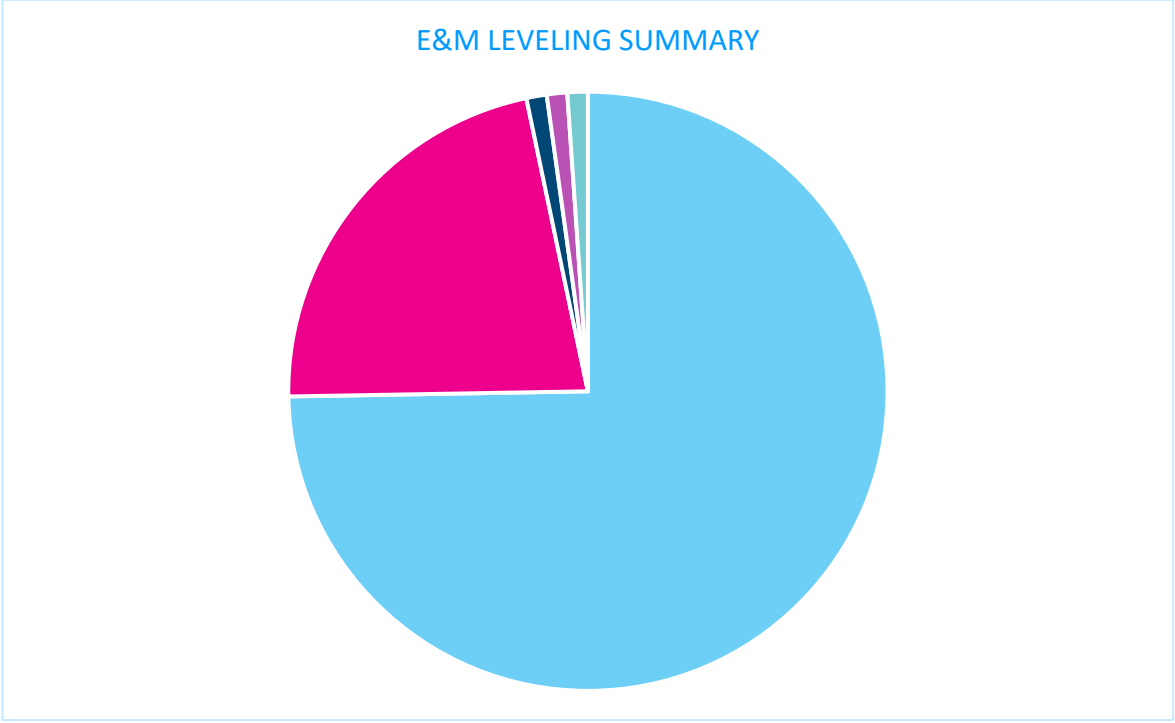
Records Reviewed	178
Records With Findings	178
Records Without Findings	0

Pro Fee Assigned	
DESCRIPTION	FREQUENCY
Added Dx	275
Invalid / Specificity Dx	255
Over Billed by One Level	136
Other	38
Documentation Improvement	13
Invalid/Missing Modifier	7
Insufficient Documentation	6
Missed Revenue	3
E&M/CPT Category Change	2
Resequence	2



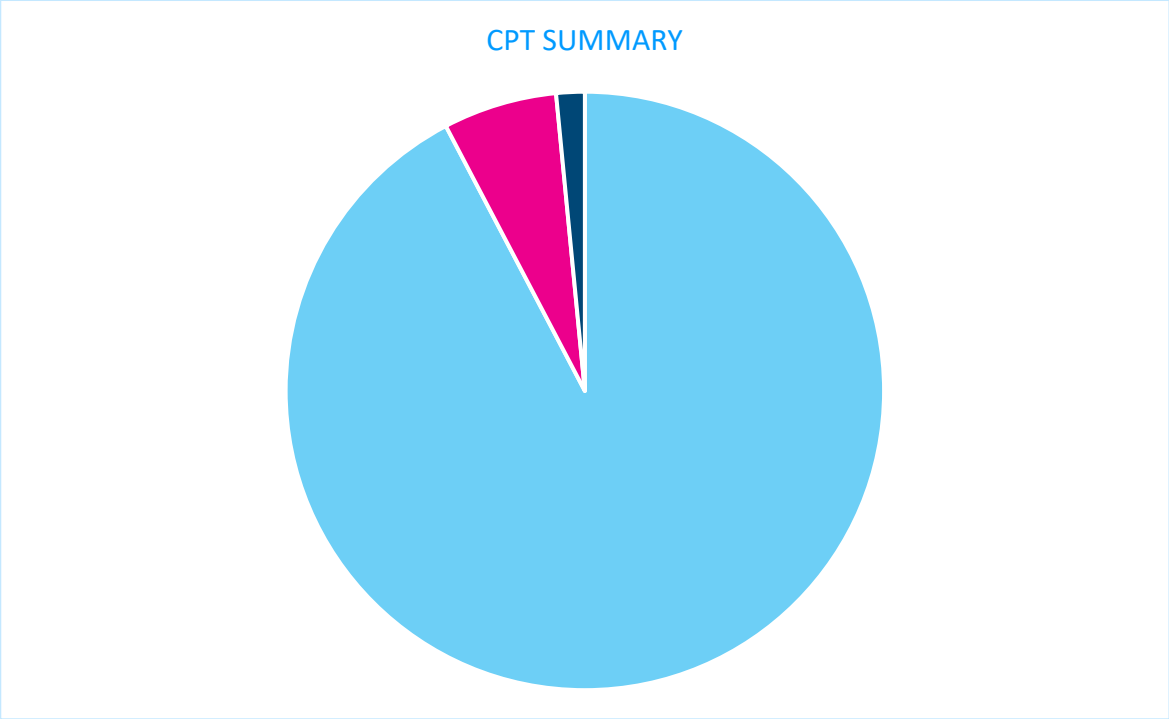
E&M LEVELING SUMMARY

Pro Fee Assigned		
DESCRIPTION	FREQUENCY	% of Pro Fee Assigned
Over Billed by One Level	136	74.73 %
No Change	40	21.98 %
E&M/CPT Category Change	2	1.10 %
Insufficient Documentation	2	1.10 %
Missed Revenue	2	1.10 %
	182	



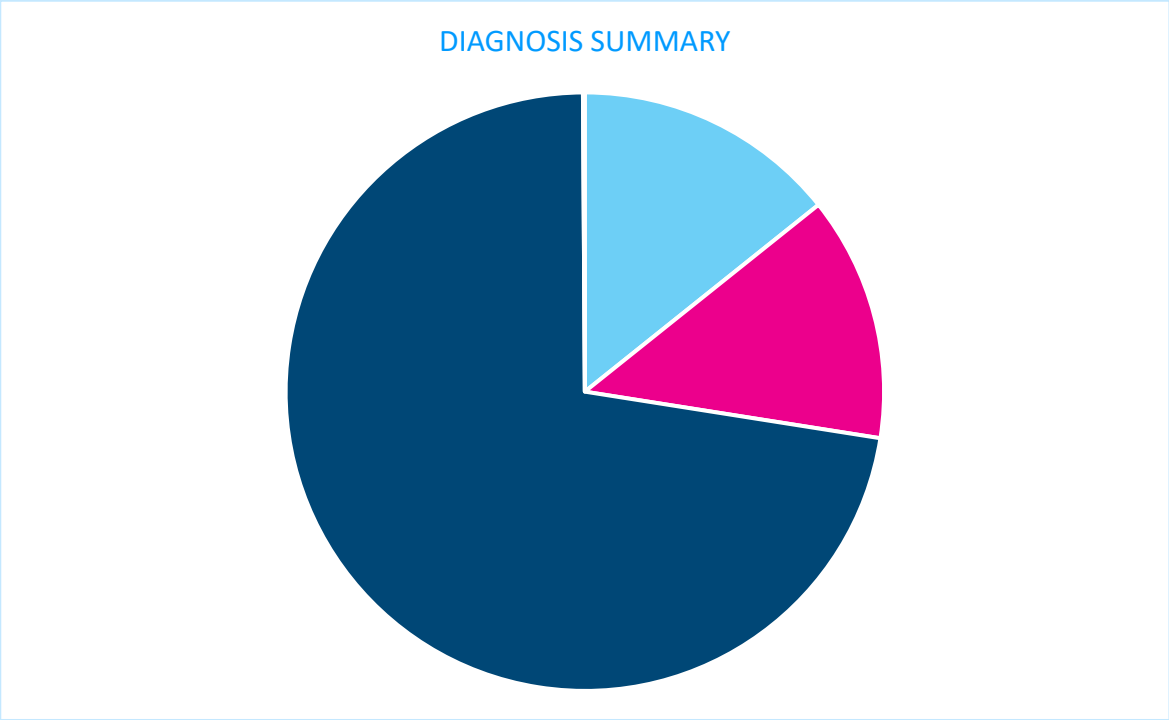
CPT SUMMARY

Pro Fee Assigned		
DESCRIPTION	FREQUENCY	% of Pro Fee Assigned
No Change	60	92.31 %
Insufficient Documentation	4	6.15 %
Missed Revenue	1	1.54 %
	65	



DIAGNOSIS SUMMARY

Pro Fee Assigned		
DESCRIPTION	FREQUENCY	% of Pro Fee Assigned
Added Dx	275	14.26 %
Invalid / Specificity Dx	255	13.23 %
No Change	1396	72.41 %
Resequence	2	0.10 %
	1928	



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2026 Mar-05 AM 10:00
U.S. DISTRICT COURT
N.D. OF ALABAMA

Evid to Motion for Summary Judgment - Exhibit 26

Robert Lockwood

From: Courtney, Lisa
Sent: Monday, June 6, 2022 12:42 PM
To: Donaldson, Nesha (Nesha.Donaldson@cullmanregional.com)
Subject: Summary Talking Points for James
Attachments: Summary Talking Points for James.docx

EXHIBIT "J"

Turning Point:

- **Drop to 1 physician**
- **No more Hartselle – focus on Cullman/ED**
- **Must work M-F, 40 hours/week**
- **_____% of collections or straight salary**

North:

- **Noffsinger – Move to % of collections (this will make him leave)**
- **Alam, Brimer, Gonzales – work 40 hours/week**
- **Studdard – No change. Just explain what is being told to others.**
- **Morgan – Same as Studdard.**

Multispecialty:

- **Bullard – Base plus cash collection %**
- **Fernandez – Eliminate all infusion costs, base plus cash collections that decreases as the new one starts and she retires**

Occ Health:

- **Close**

South:

- **Relocate to North**
- **Eliminates all staff but Villar**

Cardio:

- **All minus Singireddy – base plus cash %**

Evid to Motion for Summary Judgment - Exhibit 27

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2026 Mar-05 AM 10:00
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N.D. OF ALABAMA

CULLMAN REGIONAL | Medical Group

PO Box 1108
Cullman, AL 35056-1108
CullmanRegional.com

June 15, 2022

Dear Patient:

This letter is to inform you that Dr. Hans Noffsinger is no longer with Cullman Regional Medical Group.

It is important that you continue your medical care with a qualified provider. You are invited to become a patient of one of the Medical Group's other primary care physicians. A list of all our primary care physicians is enclosed.

If you have a scheduled appointment with Dr. Noffsinger, our team will call you to transfer your appointment to another Medical Group provider.

If you decide to continue your care with a provider not affiliated with Cullman Regional Medical Group, you will need to call Cullman Regional Medical records at 256-737-2502 to request a copy of your records.

We value our patients and realize this change may cause you to have questions. Please don't hesitate to call the staff at Medical Group North at 256-735-5075 if we can assist you.

Sincerely,

Cullman Regional Medical Group

EXHIBIT "K"

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2026 Mar-05 AM 10:00
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N.D. OF ALABAMA

CULLMAN REGIONAL | Medical Group

PRIMARY CARE



Shahdeen Alam, DO
Internal Medicine
Medical Group North



Cameron Brimer, MD
Internal Medicine
Medical Group North



Richard Gonzales, MD
Family Practice
Medical Group North



Nicole Mangum, CRNP
Family Practice
Medical Group North



Hans Noffsinger, MD
Internal Medicine
Medical Group North



Caroline Studdard, MD
Internal Medicine
Medical Group North



Ashley Taylor, CRNP
Family Practice
Medical Group Downtown



Carlos Villar, MD*
Family Practice
Medical Group Downtown

TWO LOCATIONS TO SERVE YOU

Medical Group North

1948 AL Hwy 157
Professional Office Bldg 1, Ste. 450
Cullman, AL 35058

Medical Group Downtown

1705 Main Avenue SW, Suite B
Cullman, AL 35055

*Se habla español

256-297-8952 | CullmanRegionalMedicalGroup.com

Cullman Regional 002640

EXHIBIT "L"

FILED
2026 Mar-05 AM 10:00
U.S. DISTRICT COURT
N.D. OF ALABAMA

Evid to Motion for Summary Judgment - Exhibit 29

Robert Lockwood

From: Courtney, Lisa
Sent: Monday, February 7, 2022 8:00 AM
To: Land, Schinley
Subject: FW: Primary Care promotion in February

From: Malone, Jennifer <Jennifer.Malone@cullmanregional.com>
Sent: Friday, February 4, 2022 2:26 PM
To: Graves, Stacy <Stacy.Graves@cullmanregional.com>
Cc: Lambert, Bethany <Bethany.Lambert@cullmanregional.com>; Courtney, Lisa <Lisa.Courtney@cullmanregional.com>
Subject: RE: Primary Care promotion in February

Hi Stacy,

Thanks again for your help getting responses from your team. We've received replies from everyone except Gonzales, Noffsinger and Mangum. I know COVID has gotten in the way so if we don't hear from them it's fine. If they need a little more time it's fine.

I'd like to ask for your help on some other PR initiatives this month. We've been working with Lisa to be strategic and identified certain physicians to participate for each initiative. I've provided details below.

Don Talk – Feb 11
We want to schedule **Dr. Studdard** to make an appearance on Don Talk on Feb. 11. Don Talk is a local interview segment on My Cullman TV. The show is broadcast live every Friday at 10 a.m. Dr. Studdard would need to be at the studio no later than 9:45 a.m. She will be finished no later than 10:30. The studio is located at 103 First St SW, Cullman. A member of the Marketing & PR team will meet her there.

We'd like for Dr. Studdard to talk about women's heart health from a primary care provider perspective – family history, genetics, screening, prevention, etc. We'll work with Dr. Studdard to create talking points to share with the show's producer in advance of the show. This will help guide the interview and be sure we cover the topics Dr. Studdard thinks are important.

Facebook Live – Week of Feb 21
We want **Dr. Studdard and Dr. Gonzales** to participate together in a Facebook Live during the week of Feb. 21. It can be any day and any time that works with their schedules but if possible the lunch hour is best. The Facebook Live will take about 30 minutes total but they'll actually only be "live" for 10 – 15 minutes. The intention is to help the audience understand the difference between family practice medicine and internal medicine. We'll work with both physicians to create a pre-set list of specific questions that they will answer during the Facebook Live.

Blog – Dr. Morgan - Due Feb 11
We want Dr. Morgan to write a 250-300 word blog about any topic he thinks is important for people/patients to understand. If he has particular interest or passion about a topic (Ex. empowering patients to ask questions and be an active participant in their healthcare, knowing the signs/symptoms of heart disease/diabetes/cancer, understanding what preventive screenings are available/recommended) If he prefers to provide bullet points we can ghost write the article and send to him for edit/review/approval before we post.

EXHIBIT "M"

I know this is a lot so please feel free to call me or Bethany (cc'd) if you have any questions. Also know that we will feature and promote all PCPs this month one way or another. I don't want any of them to feel like they're being left out or overlooked. We truly appreciate your help!

Jennifer

From: Graves, Stacy <Stacy.Graves@cullmanregional.com>
Sent: Thursday, January 27, 2022 12:39 PM
To: Malone, Jennifer <Jennifer.Malone@cullmanregional.com>
Subject: RE: Primary Care promotion in February

Brimer, Morgan and Alam are here I will ask them to respond today. All others have been out with Covid, they will not return until Monday

From: Malone, Jennifer <Jennifer.Malone@cullmanregional.com>
Sent: Thursday, January 27, 2022 12:38 PM
To: Graves, Stacy <Stacy.Graves@cullmanregional.com>
Subject: RE: Primary Care promotion in February

I've received Studdard. If your providers need extra time that's fine. Just trying to get these collected so we can develop the promotion.

From: Graves, Stacy <Stacy.Graves@cullmanregional.com>
Sent: Thursday, January 27, 2022 12:04 PM
To: Malone, Jennifer <Jennifer.Malone@cullmanregional.com>
Subject: RE: Primary Care promotion in February

I have several that have been out with Covid, can you please tell me who has sent you information for PCN?
Thanks
Stacy

From: Malone, Jennifer <Jennifer.Malone@cullmanregional.com>
Sent: Thursday, January 27, 2022 11:18 AM
To: Alam, Shahdeen <Shahdeen.Alam@cullmanregional.com>; Brimer, Cameron <cameron.brimer@cullmanregional.com>; Frater, April <april.frater@cullmanregional.com>; Gonzales, Richard <Richard.Gonzales@cullmanregional.com>; Morgan, John <john.morgan@cullmanregional.com>; Noffsinger, Hansel <Hansel.Noffsinger@cullmanregional.com>; Studdard, Caroline <Caroline.Studdard@cullmanregional.com>; Villar, Carlos <Carlos.Villar@cullmanregional.com>; Mangum, Nichole <Nichole.Mangum@cullmanregional.com>; Taylor, Ashley <Ashley.Taylor@cullmanregional.com>
Cc: Haynes, Heather <Heather.Haynes@cullmanregional.com>; Graves, Stacy <Stacy.Graves@cullmanregional.com>; McManus, Sharon <Sharon.McManus@cullmanregional.com>; Courtney, Lisa <Lisa.Courtney@cullmanregional.com>; Land, Schinley <Schinley.Land@cullmanregional.com>; Lambert, Bethany <Bethany.Lambert@cullmanregional.com>
Subject: RE: Primary Care promotion in February

Thank you to those who have sent this information to me. There are few who have not and we really don't want to leave you out of this promotion opportunity. Please send to me by COB tomorrow.

Jennifer

From: Malone, Jennifer
Sent: Tuesday, January 18, 2022 5:00 PM
To: Alam, Shahdeen <Shahdeen.Alam@cullmanregional.com>; Brimer, Cameron <cameron.brimer@cullmanregional.com>; Frater, April <april.frater@cullmanregional.com>; Gonzales, Richard <Richard.Gonzales@cullmanregional.com>; Morgan, John <john.morgan@cullmanregional.com>; Noffsinger, Hansel <Hansel.Noffsinger@cullmanregional.com>; Studdard, Caroline <Caroline.Studdard@cullmanregional.com>; Villar, Carlos <Carlos.Villar@cullmanregional.com>; Mangum, Nichole <Nichole.Mangum@cullmanregional.com>; Taylor, Ashley <Ashley.Taylor@cullmanregional.com>
Cc: Haynes, Heather <Heather.Haynes@cullmanregional.com>; Graves, Stacy <Stacy.Graves@cullmanregional.com>; McManus, Sharon <Sharon.McManus@cullmanregional.com>; Courtney, Lisa <Lisa.Courtney@cullmanregional.com>; Land, Schinley <Schinley.Land@cullmanregional.com>; Lambert, Bethany <Bethany.Lambert@cullmanregional.com>
Subject: Primary Care promotion in February

Good afternoon,

In February we will launch a PR campaign to help our community get to know the Cullman Regional Medical Group primary care providers. One way we will do this is share on social media and other platforms your responses to the questions below. Please keep your answers to no more than three sentences.

1. For people over 50, what is the most important advice you can give to help them maintain good health as they age?

2. Why did you choose primary care medicine instead of a different medical specialty?

3. Tell something about yourself that may surprise people.

To allow us time to compile your responses before February, please provide your response by Tuesday, Jan.24.

Feel free to reach out if you have any questions.

Jennifer

Jennifer Malone | Director of Public Relations and Marketing | (256) 737-2069

CULLMAN
REGIONAL

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2026 Mar-05 AM 10:00
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Evid to Motion for Summary Judgment - Exhibit 30
Case 5:24-cv-00900-HDM Document 25-30 Filed 03/05/26 Page 1 of 1

Cullman Regional 002624
EXHIBIT "N"

Cullman Regional Medical Center

Requests

Generated by Dexter, Mary on : Jul 24, 2024 03:27 PM
Total records : 15

ID	Subject	Requester Name	Assigned To	Created Date	Details
1450	Add 2 new items to favorites	Noffsinger, Hansel	Hurst, Emily	Jun 16, 2020 04:38 PM	Would like RTC 1 day and RTC 3 days added to his favorites.
3070	apple keyboard	Noffsinger, Hansel	Kelly, Matt	Jul 29, 2020 09:07 AM	He hooked up an apple kayboard to his computer and it worked fine yesterday but today he can't use it. He has restarted and I've asked him to hook up the original keyboard until someone can check it out for him.
3533	Issue with eRx in Cerner	Noffsinger, Hansel	Hurst, Emily	Aug 7, 2020 11:26 AM	Dr. Noffsinger is having an issue e-prescribing Adderall and another narcotic on a patient.
6027	Issues with Cerner password	Noffsinger, Hansel	Lay, Talitha	Oct 7, 2020 09:39 AM	Cerner password keeps requesting to be reset over and over
6659	Trouble using M*Modal at home	Noffsinger, Hansel	Hurst, Emily	Oct 19, 2020 01:34 PM	Having trouble with M*Modal at home. Needs help today.
27343	cannot connect laptop at home to network	Noffsinger, Hansel	Compton, Lee	Oct 11, 2021 08:38 AM	Dr. Noffsinger called Sentinel but they were unable to help. No ticket from Sentinel.
28273	cant print perscriptions	Noffsinger, Hansel	-	Oct 20, 2021 02:30 PM	Issue: cant print perscriptions. Noffsinger, Hansel needs to print his perscriptions from cerner. Noffsinger, Hansel can see a selection of multiple printers and they are not sure which one is the correct one.
33010	Powerchart is not loading; just spinning	Noffsinger, Hansel	Hurst, Emily	Dec 30, 2021 10:04 AM	Powerchart is not loading; just spinning. Transferred him to Physician Helpline x2290.
33484	Computer itself running very slow.	Noffsinger, Hansel	-	Jan 5, 2022 12:20 PM	We have attempted to contact end user: Dr. Halfinger regarding his ticket for a slow PC. This ticket came in late on 12/30/21 and unfortunately our helpdesk was closed for the holiday. His laptop is located at his home, which from his statement, is 80 miles away. He hasnow refused help from Sentinel Help Desk, and on our last call, hung up on us. He is unable to do anything with his computer. It is extremely slow and he needs to get Chart Notes done. He lives 80 miles from the office. He just updated his computer on Monday. He does not use his work email at all so phone is the best way to contact him.
34158	Mmodal Mic	Noffsinger, Hansel	Ham, James	Jan 14, 2022 10:24 AM	Each day Dr. Noffsinger comes in he has to unplug and reconnect his Mmodal mic in order for it to function properly.
36242	replace doc's desktop AND laptop with Surface + docking station + monitors	Noffsinger, Hansel	-	Feb 14, 2022 09:52 AM	**retrieve both laptop + desktop**
36905	popup	Noffsinger, Hansel	-	Feb 23, 2022 02:13 PM	user had a popup while browsing in edge. Force quit browser. Ran cylance scan. Issue resolved.
39089	Issue: mmodel missing	Noffsinger, Hansel	-	Mar 30, 2022 02:11 PM	Regular M*Modal install. Run as Administrator. Leaves 4:30. couldn't install with 3-4 or zz. Connected to wired network. Couldn't install with 3-4 or zz or local admin. Can install with test machine. Cody disabled cylance. Install successful. Issue resolved.
39138	Issues connecting to Cisco AnyConnect	Noffsinger, Hansel	Duke, Ryan	Mar 31, 2022 11:38 AM	Hansel said that he could not connect to cisco or any connect. He was not connected to his home wifi. He connected to it and then was able to login and connect to the VPN. He tested and it is working.
39885	deploy docking station + monitor for laptop	Noffsinger, Hansel	Ham, James	Apr 13, 2022 02:37 PM	Stacy said Sean ordered a docing station for doc's personal surface laptop.

Evid to Motion for Summary Judgment - Exhibit 31

FILED
2026 Mar-05 AM 10:00
U.S. DISTRICT COURT
N.D. OF ALABAMA

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION

CASE NUMBER: 5:24-CV-900-LCB

HANSEL NOFFSINGER,
Plaintiff,
vs.
CULLMAN REGIONAL MEDICAL CENTER, INC.,
Defendant's,

DEPOSITION OF COLIN LUKE

STIPULATION

IT IS STIPULATED AND AGREED, by and between the parties through their respective counsel that the deposition of COLIN LUKE may be taken before Allison Miller, Commissioner, at the law offices of Holland & Knight, Birmingham, Alabama, on the 28th day of October, 2025, commencing at or about 9:30 a.m.

IT IS FURTHER STIPULATED AND AGREED that the reading of and signature to the deposition by the witness is waived, said deposition to have the same force and effect as if full compliance had been had with all laws and rules of court relating to taking of depositions.

IT IS FURTHER STIPULATED AND AGREED that it shall not be necessary that any objections be made by counsel to any questions, except as to form or leading questions, and that counsel for the parties may make objections and assign grounds at the time of the trial, or at the time said deposition is offered in evidence, or prior thereto.

IT IS FURTHER STIPULATED AND AGREED that notice of filing of the deposition by the Commissioner is waived.

In accordance with Rule 5(d) of The Federal Rules, effective May 15, 1988, I, Allison Miller, am hereby delivering to Allen Arnold, Esq., the original transcript of the

oral testimony taken on the 28th day of October, 2025, along with exhibits.

Please be advised that this is the same and not retained by the Court Reporter, nor filed with the Court.

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112- Complaint 38
(also attached but not marked: Exhibits from previous depositions)

APPEARANCES

APPEARING ON BEHALF OF THE PLAINTIFF:
Mr. Allen Arnold
Allen D. Arnold, LLC
6 Office Park Circle
Birmingham, Alabama 35205

APPEARING ON BEHALF OF THE DEFENDANT'S:
Mr. Robert Lockwood
Lockwood & Associates
527 Fountain Row Southwest
Huntsville, Alabama 35801

ALSO PRESENT: Pam Brown

I, Allison Miller, acting as Commissioner, certify that on this date and the foregoing stipulation of counsel, there came before me COLIN LUKE, witness in the above cause, for oral examination, whereupon the following proceedings were had:

COURT REPORTER: Usual stipulations okay with everybody?

MR. ARNOLD: Yes.

MR. LOCKWOOD: Yes.

COLIN LUKE,
being first duly sworn, was examined and testified as follows:

EXAMINATION BY MR. ARNOLD:

Q. Good morning.

A. Good morning.

Q. My name is Allen Arnold. I am counsel for Hansel Noffsinger in the matter of Noffsinger versus Cullman Regional Medical Center. I don't believe we've met before today other than just a few minutes before this deposition; is that right?

A. That's correct.

Q. Could you state your full name, for the record?

A. Colin Luke.

Q. No middle name?

A. I have two middle names. Henry McDonald.

Q. What is your current home address?

A. 3300 Westberry Road, Mountain Brook, 35223.

Q. And home telephone, cell number?

A. Don't have a home telephone number any longer, but my cell phone is 205-577-5797.

Q. Are you from the Birmingham area?

A. I am.

Q. Do you have a lot of family in the Birmingham area?

A. Right now just my wife.

Q. Do you have any relatives that live in the Huntsville, Cullman, the Northern District of Alabama?

A. I do not.

Q. No danger of cousins or family being on the jury?

A. No, that's a fair bet.

Q. Are you on any medications today?

A. I am on medications. Nothing psychiatric of any kind, but blood pressure and heart and all of that.

Q. Thank you. Does it effect your ability to remember anything?

A. It does not.

Q. I imagine you have sat through more than a few depositions so we won't go over the ground rules. I will show you what is marked as -- let me mark it real quick.

(Whereupon, Plaintiff's Exhibit Number 107 was marked for identification and copy of same is attached hereto.)

Q. I will put a sticker on that, Mr. Luke. Thank you. What is marked as Plaintiff's Exhibit 107, have you seen this document before?

A. I have.

Q. You understand this is a Deposition

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Notice requiring you to testify under penalty of perjury?
A. I do.
Q. As an officer of the court you also have a duty to provide candor at all times; is that right?
A. True.
Q. Who is your current employer?
A. Holland & Knight.
Q. I just want a little background history. I have seen some documents in this case on behalf of the defendant by a different law firm, Waller, something, something, something, but did Holland & Knight merge or otherwise purchase that other firm?
A. We merged.
Q. What was the name of the old firm?
A. Waller, Lansden, Dortch & Davis.
Q. Were you the managing partner at Waller, Lansden, Dortch & Davis in Birmingham at the time of that merger?
A. I was.

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Q. Are you still the managing partner of this Holland & Knight office here?
A. I am.
Q. Is the Defendant in this lawsuit your client?
A. Cullman Regional is my client.
Q. Was Cullman Regional your client back when it was Waller, I'm just going to call it Waller if that's okay?
A. That's fine.
Q. Was Cullman Regional Medical Center your client or a Waller client before the merger?
A. It was.
Q. Are you -- I always hate the possessive of how lawyers talk. Is Cullman Regional Medical Center your client?
A. Am I the billing attorney, yes.
Q. How long have you been the billing attorney for Cullman Regional Medical Center regardless of the law firm?
A. I'm guessing here. Fifteen years.
Q. Do you still represent Cullman

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Regional Medical Center?
A. I do.
Q. What sort of matters do you assist them in?
A. Matters associated with health care and compliance and regulatory, some Certificate of Need.
Q. Do you have any social media profiles?
A. I don't, other than I should say Linked in, but I am not on any other social media.
Q. You don't use the one the firm requires you to keep?
A. Correct.
Q. Did you prepare for today's deposition?
A. I reviewed some documents and I had a conversation with Mr. Lockwood.
Q. I don't want to know about conversations with Mr. Lockwood, but I would like to know what documents you reviewed in preparation for today.

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A. The exhibits.
Q. Are you referring to the exhibits that have been submitted in the previous depositions?
A. Yes.
MR. LOCKWOOD: No. We would have met before the depositions occurred. It would have been documents produced in the course of discovery.
MR. ARNOLD: Okay.
Q. Did you review any documents yesterday in preparation for today's deposition?
A. That same notebook.
Q. Have you read the deposition transcripts for Dr. Noffsinger?
A. No.
Q. Have you read the deposition transcription for Lisa Courtney?
A. Yes.
Q. I don't have a transcript yet for Schinley Land, but just in case you got it before me, did you read any deposition

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transcript for Schinley Land?
A. No.
(Whereupon, Plaintiff's Exhibit Number 108 was marked for identification and copy of same is attached hereto.)
Q. I'm showing you what has been marked --
MR. LOCKWOOD: Off the record.
(Discussion off the record.)
Q. Have you seen this document before, something like this document before?
A. This or something like that. I believe it's from our website.
Q. Does this detail the various practices that you advise your clients in?
A. It does.
Q. Do you focus any part of your practice on Federal Discrimination Law?
A. I do not.
Q. Looking on the back here, it says you participate -- there's something on page 4 and it says multi --
A. 407?

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Q. Yes, sir, 407. And tell me about, do you regularly participate in podcasts?
A. Fairly regularly. A couple times a year, at least.
Q. Are you a host of a podcast or are you a guest of a podcast?
A. A guest.
Q. What sort of topics do you talk about in these podcasts?
A. Health care.
Q. Do you have any sort of -- is there anything about employment law that you focus on where you are putting -- why are you on -- let's strike that. Why are you on a podcast?
A. Our firm periodically hosts podcasts on health care issues.
Q. Who is the target audience of the podcasts?
A. Mostly GCs, general counsels of health care for firms and executives of health care firms, hospitals, health care systems.
Q. So are these podcasts informational

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for your clients, or are they more like marketing to draw in more clients?
A. Some of both.
Q. Then I see on here you have got several speaking engagements and then also some publications. I guess are any of these publications about Federal anti-discrimination law?
A. No.
Q. Have you ever published anything about Federal anti-discrimination law?
A. No.
Q. Do you -- does any part of your practice involve the drafting of contract -- let me ask. For Cullman Regional Medical Center or any other clients do you help assist draft contracts and employment for physicians?
A. I do.
Q. Do you participate in the hiring decisions for those physicians or do you just draft the contract?
A. Not typically.

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Q. I'm sorry, you don't draft -- you just draft the contract?
A. I'm sorry, I was answering your first question. Do I assist in hiring decisions and I said no typically.
Q. Do you participate in the termination decisions of physicians for Cullman Regional Medical Center? I mean, are you actively involved in the decision?
A. Not typically.
Q. But you have sometimes?
A. Thinking back it's likely that I would have on occasion.
Q. Are you on a Board of Directors for the Cullman Regional Medical Center independent of your counsel job?
A. I am not.
Q. Do you make compensation decisions on behalf of Cullman Regional Medical Center?
A. I do not.
Q. What training have you ever put yourself through or whether it's continuing education or maybe you dabbled in it before

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you focused on health care as your primary legal practice regarding Federal anti-discrimination law?
A. Repeat that question.
Q. What training have you undergone to apprise yourself or make yourself knowledgable regarding Federal anti-discrimination law?
A. I haven't gotten any CLEs or continuing education on anti-discrimination law that I can remember.
Q. Does your retainer agreement with Cullman Regional Medical Center have a limited scope of representation?
A. I regard that as attorney/client privilege engagement letters. That would be my answer to that question.
(Whereupon, Plaintiff's Exhibit Number 109 was marked for identification and copy of same is attached hereto.)
Q. I'm showing you what has been marked as Plaintiff's Exhibit 109. Have you seen this document before?

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A. I have.
Q. What is this document?
A. It's an Answer in the litigation that's the subject of this proceeding on behalf of Cullman Regional.
Q. Did you review this document prior to today's deposition?
A. Yes.
Q. Is there any reason to doubt -- is there any reason to doubt this is not a true and accurate copy of the Answer filed with the United States District Court?
A. I have no reason to believe it isn't, but I cannot confirm that.
Q. I'm showing you what was previously marked as Exhibit 22. Have you seen these documents before?
A. I have.
Q. What are these documents?
A. They are two affidavits regarding certain allegations against your client, Dr. Noffsinger.
Q. Do you know the identity of the

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persons who signed these affidavits?
A. To be honest, as I sit here today, I can't remember, but I did know the identity of the persons.
Q. Are you familiar with the investigation and incidents regarding these affidavits?
A. Yes.
Q. So you don't remember the names. Do you remember enough facts to testify about, I guess, the allegations they made?
A. I do remember reading these affidavits and they speak for themselves. I can't speak definitively to the allegations other than what is in this affidavit or the two affidavits.
Q. Let me ask you this. How did you receive -- when did you receive these affidavits?
A. Prior to meeting with Dr. Noffsinger, which, I think, was in March of 2021.
Q. Who provided you with these affidavits?

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A. I honestly could not say. It would have been someone at Cullman Regional.
Q. Are there any EEOC Charges that accompanied those affidavits?
A. Not to my recollection.
Q. Who is Amber Whitfield, if you recall that name?
A. She was a former physician that worked for Cullman Regional.
Q. Are you the counsel -- Cullman Regional's point of contact for, I guess, the first call if they find out they've been sued?
A. Not necessarily.
Q. Who else -- who might they contact besides you that works at Holland & Knight about a lawsuit?
A. At Holland & Knight I don't believe there would be anyone else, but Cullman Regional has several attorneys that represent them on a regular basis from other firms.
Q. Who are those attorneys?
A. They are local attorneys in Cullman.

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Mr. Lockwood would be another.
Q. Anybody else?
A. I think they have special counsel that deals with privacy issues with a Montgomery firm.
Q. Do you know if a lawsuit was filed by either of the two affiants?
A. I have no recollection of that.
Q. Do you know if any sort of settlement was reached between Cullman Regional Medical Center and these two affiants?
A. I have no recollection of that.
Q. I'm showing you what was -- let me ask you. Did you meet with Dr. Noffsinger about the issues that are described in these affidavits?
A. I did.
Q. How many times did you meet with Dr. Noffsinger about the issues that are in these affidavits?
A. In person once is what I recall. There were some other issues that were discussed, patient complaints and some

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medical issues.
Q. I'm asking about the affidavits right now. You recall one meeting with Dr. Noffsinger?
A. Yes.
Q. Were there telephone calls specifically with Dr. Noffsinger about the issues in these affidavits?
A. I don't recall.
Q. Are you going to remember different if we get to trial on this matter?
A. I can only tell you what I recall.
Q. When did you meet with Dr. Noffsinger as best you recall?
A. I think it was in March of 2021.
Q. I'm going to show you what has previously been marked as Plaintiff's Exhibit 23. Just take a look at that document first and read through it and just tell me when you're done.
A. (Witness reviewing document.) Okay.
Q. In reviewing Exhibit 23, do you see

Page 23

there was a meeting -- at least the document indicates there was a meeting with you, Ms. Brown, Ms. Courtney, and Dr. Noffsinger on March 11, 2021. Does that sound about right?
A. It does.
Q. Who initiated the meeting?
A. I can't remember.
Q. Why were you asked to attend the meeting?
A. Because of the nature of the complaints and the fact it was involving a physician.
Q. Who conducted the meeting? Who came in and started -- led the talking?
A. Best I remember, I did.
Q. What do you recall telling Dr. Noffsinger?
A. That there were pretty serious allegations against him regarding inappropriate comments that he made in his clinic allegedly, and there were reports of a series of off-color jokes, and that would be

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contrary to the standards of a professional and contrary to the standards of Cullman Regional, and that he must refrain from any further such conduct and it's not acceptable in the workplace.
Q. Did you inform him during that meeting that he was to attend a sensitivity training workshop?
A. That would be my recollectionhe.
Q. And that happened during the meeting itself, not just this memorandum which appears to be what day of the week later?
A. Yes, that would be my recollection. You're asking about the discussion of the workshop obviously; not the workshop itself?
Q. Correct. I'm trying to make sure -- what I'm trying to understand is was the sensitivity training decided on March 11th, or did that come a week later as part of this memorandum is what I'm asking?
A. I think we may have referenced it that there would be some follow up requirements to deal with it, and then we

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gave him the specifics later.
Q. What, if anything, do you recall Ms. Brown stating during this meeting?
A. She may have asked a few questions. I don't -- I don't have any recollection of anything she said, because I don't recall. I recall I did most of the talking and asking questions, but I'm sure she asked some clarification questions, but I can't say exactly what she said.
Q. What, if anything, do you recall Ms. Courtney saying during this meeting?
A. I don't remember her talking.
Q. She might have talked and you just don't remember what she said, or you don't remember her talking at all?
A. I don't remember her talking.
Q. Did you draft this document that's marked as 23?
A. I did.
Q. Any part of this document edited or changed between when you drafted it and when it was submitted to Dr. Noffsinger?

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A. As I sit here today, I cannot say whether it's exactly the same or not. It seems consistent.
Q. I'm showing you what was previously marked as Plaintiff's Exhibit 24. Did you review this policy when you drafted Exhibit 23?
A. I don't remember whether I did or not.
Q. Is there anything that would help refresh or jar your memory?
A. Not that I can think of.
Q. Going back to Exhibit 23 for just a minute, were you present when this document was presented to Dr. Noffsinger?
A. No.
Q. Are you familiar with a complaint about Dr. Noffsinger from an employee named Trish Brady?
A. I can't say I remember it by that name. I remember a series of complaints, but I can't attach a name to it.
Q. Do you recall a complaint about Dr.

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Noffsinger referring to his love of black dogs being reverse racism or anti reverse racism?
A. I do remember that because it's a little unusual.
Q. If I recall, there's been some previous testimony there was some sort of meeting with Dr. Noffsinger on or about May 4, 2021, about that. Did you attend any meetings about that comment to counsel Dr. Noffsinger?
A. I don't remember that.
Q. If records indicate you weren't there, you are not going to testify you were there later, are you?
A. No.
Q. Did you recommend any sort of reprimand or discipline -- actually, hold on. I'm showing you what is marked as -- previously marked as Plaintiff's Exhibit 42. Have you seen this email chain before?
A. Yes.
Q. Is that your email address that's in

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the courtesy copy line at the top?
A. It was at the time.
Q. That is when you were the attorney working at Waller and not Holland & Knight?
A. Correct.
Q. It's not a different Colin Luke?
A. It is not.
Q. If you see the top text it appears to be written by Pam Brown and it's in italics. Do you see that?
A. I see from Pam Brown, but I don't see italics.
Q. I'm sorry, the text below.
A. I'm sorry, yes, I see Thanks, Pam.
Q. And if you will look at the last sentence, Pam's sentence says: My plan is to meet with her, assess next steps, develop a plan with Schinley, you and Colin. Do you see that sentence?
A. I do.
Q. Was a plan developed regarding Dr. Noffsinger with -- between you, Schinley, and Ms. Courtney?

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MR. LOCKWOOD: Object and advise him not to answer that.
A. I'm not going to answer that question based on attorney/client privilege.
MR. ARNOLD: No, I think a plan being developed is not a communication. The contents of the plan might be.
A. I'm not going to discuss any attorney/client communications with our client.
MR. LOCKWOOD: The mere development of a plan, development --
MR. ARNOLD: I don't actually think there was one.
MR. LOCKWOOD: You can think what you want, but the mere asking if he developed something with his client is asking what he did on behalf of his client, I'm going to direct him not to answer that.
MR. ARNOLD: Okay. We'll keep this -- we'll keep all of this open for later, but that's fine.
Q. I have asked this of every witness.

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I just want to double check something here. This is a document that is Bate stamped 2442 through 2450. Just take a look at all the pages. I just want to know if this is your handwriting?
A. I wish it were. I'm not capable of handwriting that neat.
Q. Don't be silly. You are not a doctor.
A. It's not my handwriting.
Q. At some point we'll find out who wrote this.
MR. LOCKWOOD: You want me to tell you?
MR. ARNOLD: Yes.
MR. LOCKWOOD: Pam.
Q. Now, over the course of other depositions I have learned there's been a meeting between Mr. Clements, Ms. Donaldson, Ms. Courtney, on about June 6, 2022, regarding the future, the business future of Cullman Regional Medical Center. I just want to know, did you attend that meeting with the

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four of them?
A. Not to my recollection.
Q. Were you -- that's what I wanted to know.
(Whereupon, Plaintiff's Exhibit Number 110 was marked for identification and copy of same is attached hereto.)
Q. I'm showing you what is marked as Plaintiff's Exhibit 110. Have you seen this document before?
A. I have.
Q. What is this document?
A. It's a EEOC Form 5, Charge of Discrimination for your client, Mr. Noffsinger.
Q. When did you first see this document?
A. I can't tell you for sure.
Q. Did you see it shortly after it was filed? Did you see it two years later?
A. I think relatively soon after it was filed and received by the client.
Q. Will you look at paragraph 9 of the

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document, which is on the second page?
A. Okay.
Q. Read it and just tell me when you're done.
A. (Witness reviewing document.) Okay.
Q. Did you attend a meeting on June 15, 2022 to -- with people from Cullman Regional Medical Center to terminate Dr. Noffsinger?
A. I did.
Q. Who were the employees from Cullman Regional Medical Center that attended the meeting with you?
A. As I remember, Barbara Estes and Lisa Courtney.
Q. Was anyone else in the room with you?
A. Other than Dr. Noffsinger, I don't have a recollection of anyone else.
Q. Did you record the meeting?
A. I did not.
Q. Who did -- well, who did the talking in the meeting?
A. I think I did the vast majority of

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the talking.
Q. What do you recall -- tell me how the meeting started.
A. He came in and after some basic pleasantries said we are here to terminate you without cause of your Employment Agreement, 90-day provision, and after Dr. Noffsinger asked some questions and a little bit of dialogue, and then he was given the COBRA information, et cetera, as far as his benefit plans and maybe some logistics about his personal belongings and they cleared a few things procedural-wise.
Q. What questions did Dr. Noffsinger ask you during the meeting?
A. Why am I being terminated.
Q. What answer did you tell him?
A. He's being terminated without cause under his Contract of 90-day provision.
Q. Did you provide any details other than without cause?
A. I did not.
Q. Did he ask for those details?

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A. He did.
Q. Did Dr. Noffsinger ask the question if I hire a lawyer will you tell me why I'm being fired, referring --
A. I can't say that's verbatim, but, yes, I do think he asked a version of that question.
Q. Do you recall any other specific comments from Dr. Noffsinger during that meeting? I want you to recall everything you can. This is my one chance to ask you.
A. I think he was upset and said he was shocked. That's the content of what I remember.
Q. Aside from communications, did he do anything inappropriate, upsetting?
MR. LOCKWOOD: During the meeting?
Q. During this meeting?
A. He was a little emotional. That's all I remember.
Q. Did he slam his fists on the table? Did he throw anything?
A. No, not that I recall.

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Q. Was he escorted off the property by security?
A. I wasn't present to see that, but I typically -- that would be the case in these kind of situations.
Q. Was that for any termination that occurs at Cullman Regional or just when you are letting go a physician?
A. I think, generally speaking, when someone is let go under these circumstances it would be fairly typical, although I'm not there for those circumstances.
Q. Did Ms. Courtney say anything during the termination meeting of Dr. Noffsinger?
A. No, not that I remember.
Q. Did Ms. Estes -- I'm sorry, did I say her name right, Estes?
A. E-s-t-e-s, Estes.
Q. Did Ms. Estes communicate anything that Dr. Noffsinger about the reasons why he was terminated during this meeting?
A. No.
Q. Did Ms. Estes, was she just there to

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help with things like 401 rollover, COBRA benefits, and employee benefits only during that meeting?
A. That would be fair.
Q. She's not going to testify that she provided -- you don't recall her presenting any sort of disciplinary notices or any other rationales for termination?
A. No.
Q. Do you know if Ms. Estes recorded this termination meeting?
A. Not to my knowledge.
Q. Did you tell Dr. Noffsinger that you had -- that Cullman Regional Medical Center did not have to provide him a reason for his termination in those -- in that direct manner?
A. I repeated what I said. He's being terminated under his contract under the no cause provision and that speaks for itself.
Q. You don't recall saying: I do not have to provide you with a reason, or words to that effect?

A. No.
(Whereupon, Plaintiff's Exhibit Number 111 was marked for identification and copy of same is attached hereto.)
Q. I'm showing you what is marked as Plaintiff's Exhibit 111. Have you seen this document before?
A. I have.
Q. Did you draft this email?
A. I did.
Q. Is the date of this email accurate, to the best of your recollection?
A. Yes.
Q. Any -- is the -- just look it over. Is this an accurate copy of your text?
A. To the best of my recollection, yes.
Q. I will show you what has been previously marked as Plaintiff's Exhibit 81. Have you seen this document before?
A. I have.
Q. What is this document?
A. It is a letter from a partner at the

time, John Park, to the EEOC dated September 28, 2022.
Q. You said he was a partner at the time. Is Mr. Parker no longer with Holland & Knight?
A. He joined Bridgestone Tires.
Q. So the John Park I found online in Los Angeles is not him? That's why I was asking.
A. He is not. Unless I just don't know about it. I believe he is at Bridgestone Tires in Nashville.
Q. Did you review this document before you filed it with the EEOC?
A. I wouldn't want to say what I did or didn't do in my capacity as counsel. So I don't want to answer that.
Q. Okay. Is any part of this document inaccurate or misstated reflecting Defendant's position in this lawsuit?
MR. LOCKWOOD: I'm going to object to that. The document speaks for itself. Whether it's accurate, inaccurate

communications he's had with the client, as to what our position is, developmental physician, that's --
MR. ARNOLD: I just don't want to find out later you are going to say something was mistaken and it's our fault as the law firm and that sort of thing. That's -- I don't want to have some sort of falling on the sword for defense.
MR. LOCKWOOD: I don't think we're going to assert a fall on the sword defense. The document says what it says.
MR. ARNOLD: Okay.
(Whereupon, Plaintiff's Exhibit Number 112 was marked for identification and copy of same is attached hereto.)
Q. I'm showing you what is marked as Plaintiff's Exhibit 112. Have you seen this document before?
A. I have.
Q. What is this document?
A. It appears to be a Complaint by Dr. Amber Whitfield against Cullman Regional

Medical Center.
Q. Did your law firm represent Cullman Regional Medical Center in defense of this case?
A. I believe Mr. Park did. I'm not sure whether he transitioned out and Mr. Lockwood started handling it. I can't speak to the timing.
Q. I don't want to know the communications at all, of course, but I do want to know did you advise Cullman Regional Medical Center in any capacity for the defense of this lawsuit with Dr. Whitfield?
MR. ARNOLD: Can you read back the question?
(Whereupon, the requested portion of record was read.)
A. I will not answer that question. That's attorney/client privilege.
MR. ARNOLD: We'll disagree on that.
Q. Was a settlement reached in this lawsuit with Ms. Whitfield?
A. Again, I would not -- in terms of my

role in attorney/client privilege I will not answer that question.

Q. Okay. Did you have any other meetings with Dr. Noffsinger at any time besides the March 11th meeting regarding sexual harassment complaints or the termination meeting during the course of your helping or advising Cullman Regional Medical Center?

A. Not to my recollection.

Q. Have you told me everything you recall, to the best of your knowledge, about the March 11th meeting with Dr. Noffsinger?

A. I don't remember what I told you. So I can't speak to everything. I'm not aware of anything that I left out that's material.

Q. Have you told me everything you recall about the termination meeting with Dr. Noffsinger that you recall?

A. I would give you the same answer. That is, I have told you everything that I remember that is material.

Q. As time goes on our memories fade, they don't get better; right?

A. Typically.

Q. So you are not going to have a whole new set of stories you recall at trial?

A. I don't think so.

MR. ARNOLD: Thank you for your time.

THE WITNESS: Thank you.

(Deposition concluded at 10:15 a.m.)

C E R T I F I C A T E

STATE OF ALABAMA:

JEFFERSON COUNTY:

I hereby certify that the above and foregoing deposition was taken down by me in stenotype, and the questions and answers thereto were reduced to typewriting under my supervision, and that the foregoing represents a true and correct transcript of the deposition given by said witness upon said hearing.

I further certify that I am neither of counsel nor kin to the parties to the action, nor am I in anywise interested in the result of said cause.

/s/Allison L. Miller

ALLISON MILLER, CCR

CCR #57, Expires 9/30/2026

Commissioner for the

State of Alabama at Large

My Commission Expires: 9/26/2029

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U.S. DISTRICT COURT
N.D. OF ALABAMA

Evid to Motion for Summary Judgment - Exhibit 32

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STATE OF ALABAMA)

MADISON COUNTY)

AFFIDAVIT OF [redacted]

My name is [redacted] I am over the age of nineteen (19), and I am a legal resident of the state of Alabama. My address is [redacted] I have personal knowledge of the information contained in this affidavit.

I previously worked for Cullman Regional Medical Center ("CRMC") in Cullman, Alabama. I worked for CRMC as a [redacted] rom on or abou[redacted] hrough on or about [redacted]. During my time with CRMC, I worked directly [redacted] also worked with another Physician Hansel Noffsinger ("Dr. Noffsinger").

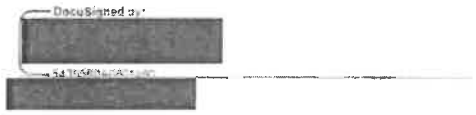
Dr. Noffsinger made sexually inappropriate comments towards me and other women on a regular basis. One time, as he was coming out of the bathroom, Dr. Noffsinger adjusted his pants in front of me and made a comment about the size of his penis. On another occasion, I contracted COVID-19 and informed Dr. Noffsinger of the same. Dr. Noffsinger responded by stating that I contracted COVID-19 "because I gave too much [oral sex]". Additionally, while speaking with Dr. Noffsinger and a former Nurse, [redacted] about whether there were cameras in the exit signs of the building, Dr. Noffsinger looked at [redacted] nd said, "let's find out", while gesturing towards his pants. I believe Dr. Noffsinger was insinuating that he and [redacted] should have sex in front of the exit sign.

I also witnessed Stacey Graves ("Ms. Graves"), CRMC Office Manager, place her hands over her ears on several occasions while Dr. Noffsinger made sexually inappropriate comments. Ms. Graves stated, "I hear nothing". To my knowledge, Dr. Noffsinger was never reprimanded or punished for making sexually explicit or inappropriate comments in the workplace.

PLAINTIFF'S EXHIBIT 22

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The matters contained herein are true and correct based upon my personal knowledge.



2/25/2021

Date

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STATE OF ALABAMA)

MORGAN COUNTY)

AFFIDAVIT OF [redacted]

My name is [redacted] I am over the age of nineteen (19), and I am a legal resident of the state of Alabama. My address is [redacted] I have personal knowledge of the information contained in this affidavit.

I previously worked for Cullman Regional Medical Center ("CRMC") in Cullman, Alabama. I worked for CRMC as a [redacted] from on or about [redacted] through on or about [redacted] During my time with CRMC, I worked directly below [redacted] Hansel Noffsinger ("Dr. Noffsinger"), [redacted] and [redacted]

During my time at CRMC, I heard many sexually inappropriate and unprofessional comments made on a nearly daily basis by Dr. Noffsinger. One time, while I was alone with Dr. Noffsinger, he asked me "what do a vibrator and tofu have in common?" I replied, "I don't know." Dr. Noffsinger stated, "they're both meat substitutes!" I relied, "oh wow", because I could not believe that he said that to me. I walked away from him at that point. On another occasion, I asked Dr. Noffsinger about the blinking red light on the side of an exit sign, and whether the light was a camera to watch employees. Dr. Noffsinger acted as if he was going to unzip his pants and said, "boy if it is, I'd be in trouble."

I also witnessed Stacey Graves ("Ms. Graves"), CRMC Unit Manager, place her hands over her ears on several occasions while Dr. Noffsinger made sexually inappropriate comments. Ms. Graves stated, "I hear nothing". To my knowledge, Dr. Noffsinger was never reprimanded or

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punished for making sexually explicit or inappropriate comments in the workplace. I did not ever witness any other CRMC employee make any sexually explicit remarks.

The matters contained herein are true and correct based upon my personal knowledge.

[redacted]

2/25/2021

Date

CULLMAN

MEMORANDUM

Confidential

To: Hansel Noffsinger, M.D.

From: Cullman Regional Administration

Date: March 18, 2021

Re: Results of Investigation, Reprimand and Parameters For Future Behavior

---

As was communicated to you in your conversation with Colin Luke, Pam Brown and Lisa Courtney on March 11, 2021, Cullman Regional has initiated an investigation concerning two affidavits from two former employees at Cullman Regional alleging you made inappropriate comments in their presence during work hours. The investigators discussed these allegations with you, and you admitted that you made off-color jokes in the work environment. Although you indicated that you asked permission from other employees before you made the off-color remarks, permission from a co-worker is not authorization to make off-color remarks in the workplace. Particularly as a physician and leader, you must refrain from any inappropriate remarks and should set an example for other Cullman Regional employees.

We do appreciate the candor you exhibited in responding to questions during the investigation. We also appreciate your commitment to avoid inappropriate comments in the future. However, your statements are not acceptable in the workplace and at Cullman Regional, and we do not want to condone them in any respect. We must take action to restore the correct environment in the workplace.

It is inappropriate and a violation of Cullman Regional policy for you to make off-color or sexually suggestive comments/jokes while working at Cullman Regional. Cullman Regional is hereby reprimanding you for inappropriate remarks and advises you that any further remarks in the workplace will subject to you to additional disciplinary action, up to and including termination. A copy of this reprimand will be placed in your personnel file.

4829-3955-4529.1



In addition, Cullman Regional is requiring you to attend a workshop on sensitivity training as soon as this session can be scheduled. Your participation in this seminar is a condition of your continuing employment with Cullman Regional. Pam Brown will work with you to schedule the seminar.

Feel free to ask for clarification if any of this is not clear. Please note that we reserve the right to supplement or revise this memo if additional facts emerge.

Received April 1, 2021
4/01/2021

4829-3955-4529.1

CULLMAN

SECTION: Human Resources		Policy #: HR-166-113.04
Subject:	Employee Discipline and Misconduct	
Category:	General	
Policy Owner:	Human Resources Director	
Reviewed By:	Human Resources Director	
Approval:	Senior Leadership Team	
Effective Date: 08/98	Review Dates: 4/4/24, 9/18/23, 12/20/19, 12/31/16, 1/11/16	Revision Dates: 4/4/24, 9/18/23, 12/20/19, 12/31/16, 1/11/16
Purpose: To establish a fair and uniform approach to the discipline process		

Statement of Policy

The management of Cullman Regional is charged with ensuring high quality patient care and services; therefore, employee efforts require adherence to high standards of work performance, work habits, and behaviors. The disciplinary procedure is a general guideline and does not have to be administered in precisely the exact order given in this policy. In those situations where employees fail to meet the standards and when conduct does not result in immediate termination, the use of progressive discipline may be necessary. It is the policy of Cullman Regional to examine each disciplinary case individually, considering the facts; the nature and extent of the incident and/or performance; and the past record and service of the employee before taking disciplinary action. Disciplinary guidelines will be followed depending upon the nature of the incident. All final written warnings, suspensions and terminations must be reviewed and approved by Human Resources prior to action being taken.

Procedure

1. An employee may receive a disciplinary action for poor work performance, improper conduct, or violation of facility policy and/or practice. Employees are to be placed on one (1) progressing disciplinary track in a rolling twelve (12) month period. For example, if an employee is given a verbal warning for attendance and has a performance infraction, the employee will receive a discipline action at the next progressive step, which is typically a first written warning. All disciplinary actions will be maintained in the respective employee's personnel file and recorded regardless of whether the disciplinary action is considered active or inactive. Any of the following types of progressive disciplinary actions may be given independently of any other and steps may be skipped depending on the severity of the offense, past performance, prior discipline, or other reasons.

   Corrections must be entered in Paycom along with any supporting documentation.

Verbal Warning	A documented acknowledgment of verbal notice given by the supervisor or manager directly to the employee.
First Written Warning	A written notice given to the employee by the supervisor or manager.
Final Written Warning	A final written notice given to the employee by the supervisor or manager after obtaining Human Resources' approval.
Disciplinary Suspension	A temporary interruption of employment, without pay, for a specified period, generally not to exceed five (5) days. Unpaid suspensions for exempt employees shall generally be in full-week increments. A disciplinary suspension will be used in conjunction with a final written warning. A disciplinary suspension is not considered to be a separate level of discipline. Human Resources approval required.
Probation	A specified period assigned in an effort to provide the employee with an opportunity to correct performance issues. Failure to improve performance within the probation timeframe may result in termination of employment. Human Resources approval is required.
Termination	Severing the employment relationship. Human Resources approval is required.

PLAINTIFF'S EXHIBIT 24

2. Performance Improvement Plan (PIP): This is a specific plan of action, which may or may not be used in conjunction with the progressive disciplinary process, to bring unacceptable work performance or work behavior to department and/or organizational expectations. An employee receiving a PIP is on probation and may be discharged for any violation of rules or display of unacceptable behavior while on the action plan.
3. Formal supervisory referrals or voluntary referrals to Employee Assistance Program (EAP) may be included as a recommendation for correction of performance issues or personal issues that may be impacting work performance.
4. Employees who are on active discipline of a written warning or above are not eligible to apply for a new position. Employees become eligible to transfer in the following 6 months after successful completion of any written warning or final warning/probation.
5. Demotions and transfers also may be used at Cullman Regional's discretion to help resolve performance issues. Such actions and the use of a PIP require prior approval from the Director of Human Resources or his/her designee.

Types of Misconduct:

Cullman Regional uses a basic classification of the common types of misconduct. The administration of discipline should reflect the circumstances under which misconduct occurs and should generally follow the classification and disciplinary action sequence as outlined below. However, any of the types of progressive disciplinary actions may be given independently of the others, and steps may be skipped depending on the severity and frequency of the offense, past performance, and prior discipline. Initial steps may be omitted, or an employee may be subject to immediate termination. Factors such as seriousness of conduct, employment record, the employee's ability to correct the conduct, impact and effect on patients or customers, and surrounding circumstances will be considered in determining the discipline but will not require Cullman Regional to retain an employee strictly on that basis. Human Resources must be contacted before issuing a final warning or termination of employment.

The classifications are as follows:

- **Group A: Major**
  - Typical Disciplinary Action Sequence: Final written warning or immediate termination of employment.
- **Group B: Serious**
  - Typical Disciplinary Action Sequence: First written warning, final written warning, termination of employment.
- **Group C: Minor Misconduct**
  - Typical Disciplinary Action Sequence: Verbal warning, first written warning, final written warning, termination of employment.
    - **Group A Major Misconduct – Examples of Major Misconduct**
      - Falsifying any Cullman Regional record or document or providing false or inaccurate information to Cullman Regional or a government agency, customer, insurer, healthcare provider, accreditation/certification organization, or the like.
      - Inappropriate treatment of public, patients or staff.
      - Conduct contrary to recognized standards of morality or decency on Cullman Regional premises.
      - Infraction of Cullman Regional Compliance Program or HIPAA violation such as unauthorized access to, possession, use, copying, or reading of Cullman Regional records, or the disclosure of information contained in such records to unauthorized persons.
      - Theft, unauthorized use, and/or unauthorized possession of Cullman Regional property or the property of others while on Cullman Regional premises.
      - Causing destruction of, waste of, or damage to Cullman Regional property or the property of others while on Cullman Regional premises.
      - Failures to disclose personal gifts, money, or services received that are related to Cullman Regional business or service activity or violating Cullman Regional's Conflict of Interest policy.
      - Unauthorized possession or use of intoxicants or other behavior affecting substances on Cullman

Regional premises.

- Violation of the sexual harassment or other discriminatory harassment policies.
- Violation of the equal employment opportunity and non-retaliation policies.
- Unauthorized possession or use of any weapon on Cullman Regional premises.
- Fighting or similar behavior that is disturbing, threatening, or injurious to patients, employees, or others on Cullman Regional premises. Physical assault, threatening behavior or verbal abuse, or other acts of violence against another individual (refer to Violence in the Workplace policy).
- Conviction of a felony or violation of any state or federal statute with which the Cullman Regional must comply.
- Disregard safety regulations or common safe practices.
- Failure to report conduct on Cullman Regional premises or while conducting Cullman Regional business by a Cullman Regional employee that a reasonable person should know is criminal.
- Failure to render a service to a patient when such service is within the normal scope of an employee's duties—or is required in an emergency.
- Withholding information needed for the investigation of any incident by Cullman Regional authorities.
- Failure to report a violation of the Cullman Regional's corporate compliance program.
- Abandonment of assigned duties (walks off job).
- Sleeping while on duty.
- Other. This list is not exhaustive and should not be construed to limit Cullman Regional's right to include other types of conduct within this category.

Group B Serious Misconduct – Examples of Serious Misconduct

- Continued excessive unplanned absences or tardiness.
- Failure to cooperate with Cullman Regional security officers in the performance of their duties.
- Illegal conduct of any kind on Cullman Regional premises, not otherwise stated in Group A examples.
- Conviction of a misdemeanor (including minor traffic violations when driving is required as part of the job responsibilities) if work performance could be affected.
- Insubordination – the failure to carry out the specific directions or instructions of a supervisor or other person in authority.
- Continued unacceptable work performance.
- Leaving assigned work area during duty time without permission of a supervisor or other person in authority.
- Inattention to duty such as loafing, wasting time or loitering while on duty.
- Expiration of licensure or certifications, including life support certifications, required by one's job description, with immediate suspension without pay.
- Failure to participate in mandatory training such as safety or compliance training.
- Posting notices or signs of any kind on company property without permission.
- Loud, boisterous, or inappropriate behavior which is not acceptable in a health care environment.
- Use of abusive, intemperate, or foul language on Cullman Regional premises.
- Smoking on Cullman Regional property.
- Other. This list is not exhaustive and should not be construed to limit Cullman Regional's right to include other types of conduct within this category.

Group C Minor Misconduct – Examples of Minor Misconduct

- Failure to wear and properly display identification badge.
- Unauthorized absenteeism or tardiness.
- Failure to promptly report accidents or other incidents of concern to a supervisor.
- Mischief, "horseplay," or conduct endangering others—or encroaching on their rights.
- Eating in unauthorized areas or at unauthorized times on Cullman Regional premises.
- Creating unsafe or unsanitary conditions or contributing to such conditions by acts of either commission or omission.

- Gossiping or spreading false or malicious information or rumors.
- Use of personal technological devices while on duty including, but not limited to cell phones, tablets, etc.
- Inappropriate use of Cullman Regional telephones, computers, or property for personal needs, as per Information Technology policies.
- Failure to comply with traffic and automobile parking regulations on Cullman Regional premises.
- Neglect of one's appearance, uniform, dress, or personal hygiene, or failure to comply with the Cullman Regional's (or a department's) approved personal appearance policy.
- Unacceptable work performance.
- Performing outside work that may interfere with Cullman Regional employment.
- Failure to comply with Cullman Regional's Timekeeping Policy.
- Other. This list is not exhaustive and should not be construed to limit Cullman Regional's right to include other types of conduct within this category.

Investigatory Suspension: An employee may be suspended pending an investigation into possible termination. During the time of suspension, the employee is on administrative leave and may not use accrued paid leave. If a decision is made not to discipline an employee, the employee will be paid for regularly scheduled hours missed because of the leave.

Misconduct during the Introductory Period: The disciplinary policy is applied to new employees during the introductory period; although, a disciplinary action during the introductory does not typically follow a progressive track. Unsatisfactory performance or any infraction of Cullman Regional rules or policies or other misconduct during this period may result in immediate termination of employment. Introductory employees are not eligible to use the grievance procedure.

Actions Taken in Addition to Employee Discipline: In addition to receiving disciplinary action (including termination), employees engaging in illegal or other inappropriate conduct may be reported to local law enforcement, administrative, or regulatory authorities as may be appropriate under state or federal law.

Related Links

Attachment(s):

References:

Signatures:

Electronic Approval on File: James Clements, President and Chief Executive Officer

Cullman Regional reserves the right to interpret, modify, terminate or revise this policy, in whole or in part, without notice. No provision in this policy is to be construed as an employment contract nor does it alter an employee's at-will status. Similarly, statements within this policy regarding behavior that may result in termination do not limit, in any way, the rights of the company to terminate employees to only those behaviors described. The employee remains free to resign his/her employment at any time for any or no reason without notice. Similarly, Cullman Regional reserves the right to terminate any employee for any reason or for no reason without notice.

Robert Lockwood

From: Brown, Pam
Sent: Thursday, August 26, 2021 12:53 PM
To: Courtney, Lisa
Cc: Colin Luke (colin.luke@wallerlaw.com)
Subject: RE: Confidential - Patient Exams

Lisa,
I am meeting with [redacted] on Monday at 830am as she is not available until then. She advises that another female she works with had a similar experience and wants to report. Based on Schinley's information earlier, I have additional questions for her.
My plan is to meet with her, assess next steps and develop a plan with Schinley, you and Colin.
Thanks, Pam.

From: Courtney, Lisa
Sent: Thursday, August 26, 2021 12:47 PM
To: Brown, Pam <pam.brown@cullmanregional.com>
Cc: Colin Luke (colin.luke@wallerlaw.com) <colin.luke@wallerlaw.com>
Subject: FW: Confidential - Patient Exams

Pam,

I know that you and Schinley talked today. Here is what she wrote up to me late Tuesday evening. We are still waiting on what the notes say and are talking to staff in the office to see if there was a CMA in the room. I'm copying Colin on this. Just tell me where we need to go from here.

Thanks,
Lisa

From: Land, Schinley <Schinley.Land@cullmanregional.com>
Sent: Tuesday, August 24, 2021 5:31 PM
To: Courtney, Lisa <Lisa.Courtney@cullmanregional.com>
Subject: Confidential - Patient Exams

Lisa,

As of today, I have received four, similar patient complaints regarding Dr. Noffsinger and his exams with female patients since May 2021.

- [redacted]
  - Patient saw MD as new patient. When the CMA, Whitney, called her to discuss labs, the patient asked if someone was supposed to be in the room when the doctor looked at her private parts. The CMA responded yes and directed the patient to the practice manager, Stacy Graves.
  - Stacy Graves did connect with the patient. The patient reported that she was there for neck pain and a sore in her nose. The patient said the MD talked to her for a few minutes then gave her a gown and told her to undress to her underwear. She said he left the exam room then returned a few minutes later. The patient said he did a breast exam but no one was in the room. The patient said she would not be back and did not need/want anything else from a resolution standpoint, she only wanted to make sure someone was aware of the situation.
  - Stacy made me aware of the situation. After investigation, it was determined that Whitney, the CMA was in the room. Due to the exam room structure, Whitney had walked into the room and was standing behind the physician. Unfortunately, the patient could not see her during the exam.



- On May 4th, I spoke with Dr. Noffsinger about the situation. While it was determined that this incident was appropriate, I advised that from that day forward, the provider should have a visible chaperone with him anytime he goes under outer clothing. The example was, even if he isn't doing a breast or pelvic exam but is listening for chest/breath sounds under a shirt/blouse, he should have a chaperone present for his own protection/comfort and the patents. Additionally, he should make sure he includes the chaperon's name in his visit notes for reference.
  - The practice manager has spot checked this on multiple occasions since 05/04/2021 and he has been including chaperone details in notes.

- [redacted]
  - The patient saw Dr. Noffsinger on 7/22, after the encounter, she presented to Human Resources (HR) and asked where she could file a complaint. HR directed her to me. She and I spoke in my office.
  - She reported that she had seen Dr. Noffsinger prior to 7/22. She said during the previous exam, she was lying on her back on the exam table when he pulled her shirt over her bra when he was listening to her heart. She said he pulled her bra up (from the gap of material) to put the stethoscope on her breast. She felt like her nipples were exposed when he did this. She also said he pulled her pants up-away from her midsection to press on her abdomen. She said she felt like he was doing it to see her panties.
  - [redacted] said she was uncomfortable during the exam but didn't feel comfortable confronting him about it either.
  - [redacted] came back to see Dr. Noffsinger on 7/22. She said that when she was brought back to the exam room on 7/22 by the CMA, she asked the CMA if she was going to be in the exam room with her. Sarah said she told the CMA that she didn't want to be alone with the MD.
  - [redacted] said the MD did come into the room and told her he would not be refilling her medications and that he wasn't going to see her anymore since she wasn't comfortable. Initially, I was under the impression from the patient that he verbally discharged her from the practice. However, after further inquiry, I learned from the patient that he mentioned we had Dr. Studdard, a new, female physician, starting and that our office would schedule her follow up with Dr. Studdard if the patient wished.
  - The patient is on Suboxone and other narcotics. She verbally expressed to me that she felt like Dr. Noffsinger was dismissing her as a patient and refusing to refill her medications in retaliation for her asking for the CMA to chaperone the entire visit.
  - **It is important to note, Dr. Noffsinger and I had discussed a few weeks prior to 7/22, his volume of patients on narcotics. He said what started as a few, one off patients had rapidly grown to a larger volume that he wanted to manage and he expressed a willingness to shift those patients to formal pain management programs. I agreed that this would be a good decision since the testing/requirements/follow up needed to do a formal pain management clinic was significant. For a few weeks prior to this 7/22 encounter, I was aware that he had transitioned several patients to pain management providers and did not feel his actions to her were retaliatory.

- [redacted]
  - The patient contacted me today after her 8/24/2021 visit with Dr. Noffsinger. She said she was concerned about her previous encounters with Dr. Noffsinger and was uncomfortable continuing to see him.
  - The patient reported she had seen him on at least 2 other occasions. She said she remembered on one visit, thinking the exam of where he listened to her heart was odd because he lifted her shirt to listen to her chest. She said she brushed it off. She said the next visit she recalled him not only lifting her shirt to listen to her chest but also shifted the stethoscope and put it on the outer part of her breast. She said at that point, she thought it was odd but dismissed it thinking that must be how it is done. She said today's exam was more than she was comfortable with. She said he again lifted her shirt, listening to her chest, moving to her breast and the slid his hand into her bra, touching nipples on both sides. She said she was very uncomfortable with this and did not want to ever see him as a patient again. She also stated that because she is a Cullman Regional employee, she has to see someone in our clinics but didn't want it to be him. She said that she has other co-workers that have told her they had similar experiences with Dr. Noffsinger. I did ask if a chaperone was in the room during this exam, she said no one was there any of these times but her and Dr. Noffsinger. While the notes were not completed at the time of me writing this, it does look like she has only seen him a few times over the past year. Most of which were before my 5/4/2021 conversation with the MD where I instructed him to not be without a chaperone during these or other private exams.

- [redacted]
  - One of the [redacted] for [redacted] mentioned in passing to me that she had seen Dr. Noffsinger as a patient early on. She said that she felt like he touched too much during the exam and was uncomfortable continuing her care with him so she found another doctor. She also said she had heard similar stories from others.

While 3 of the 4 of these scenarios occurred prior to the 5/4 discussion with Dr. Noffsinger, the pattern of four similar complaints in a short period of time does give me pause. After investigation, there was valid justification with the first

patient. The second patient had concerns from a previous visit but did come back for follow up care. Her biggest complaint was she felt like the medications were withheld in retaliation, which they were not. The practice manager report was a side conversation and would have also occurred before the 5/4 discussion. I would like to see if the notes from the 8/24 encounter indicate a chaperone was present and meet with the chaperone if given but in the meantime, I wanted to detail what has been shared with me to date in the event we have any additional concerns.

-schinley

Schinley Land
Executive Director of Physician Services
Cullman Regional Medical Center
PO Box 1108
Cullman, AL 35056
Phone: 205-213-7790

8/ [redacted] 8/30/20

1) lifted shirt

2) comment re size of breasts
take off bra when you...

just the two

3) stethoscope on top of shirt
pulled bra down bra down
put hand down — and
4) touched nipp touched nipple

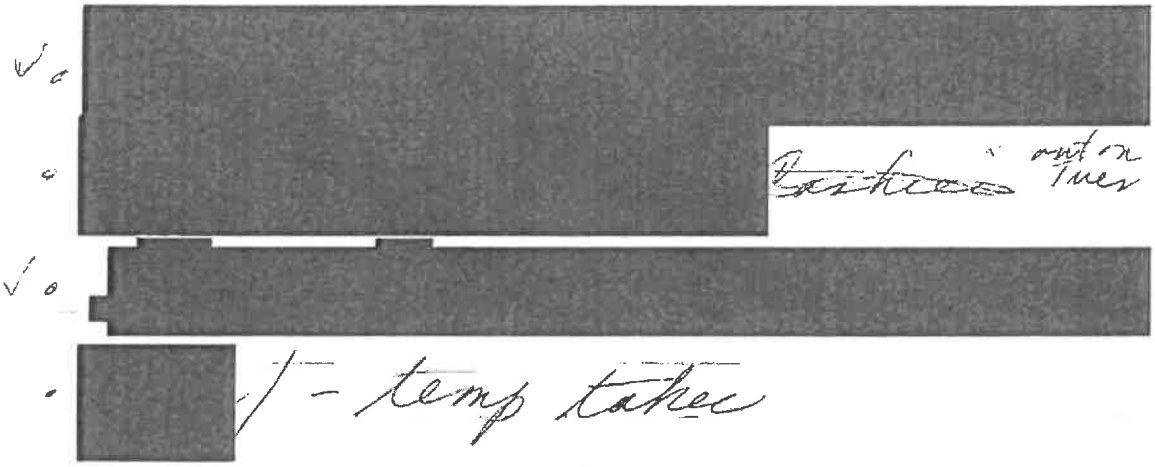
5) other women pulled

felt groped —

several times

Talked to D.L. — Wednesday
or Thursday

last time panicked felt —
let me out of here — just
laid there —
Schenley
Female
angry - Morning he is doing this


- temp taken

Waller Lansden Dortch & Davis, LLP
511 Union Street, Suite 2700
P.O. Box 198966
Nashville, TN 37219-8966

615.244.6380 main
615.244.6804 fax
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John J. Park
615.850.8767 direct
john.park@wallerlaw.com

September 28, 2022

Via EEOC Respondent Portal

Equal Employment Opportunity Commission
Birmingham District Office
Ridge Park Place
1130 22nd Street
Birmingham, Alabama 35205

Re: Charging Party: Dr. Hansel Noffsinger
Respondent: Cullman Regional Medical Center
Charge No.: 420-2022-03336

To the Investigator:

This letter is submitted as Respondent Cullman Regional Medical Center's (the "Hospital") response to the charge of discrimination filed by Charging Party Hansel Noffsinger. For the reasons below, Dr. Noffsinger's allegation that he was terminated because of his age is without merit. The Charge should be dismissed.

I. Background

The Hospital is a 145 bed medical center owned and operated by the Health Care Authority of Cullman County, Alabama. Dr. Noffsinger was hired by the Hospital in January 2020 as an internal medicine physician and began seeing patients in or about April 2020.

The Hospital had issues with Dr. Noffsinger's conduct throughout his employment. Dr. Noffsinger was unprofessional and disrespectful towards staff and colleagues. In one instance, Dr. Noffsinger yelled at a coder that was reviewing whether he had properly coded certain procedures. Also, in March 2021, the Hospital became aware of allegations by several former employees that Dr. Noffsinger had made sexual jokes or innuendos in the workplace. Dr. Noffsinger admitted that he made "off-color jokes" with sexual content, although he claimed that he had asked permission from the other employees before making the remarks and had not realized that he offended anyone. The Hospital did not terminate Dr. Noffsinger at that time, but required him to participate in one-on-one sensitivity training (at the Hospital's expense) regarding proper workplace conduct.

The Hospital also had to warn Dr. Noffsinger on multiple occasions about following best practices and procedures. In March 2021, Dr. Noffsinger was counseled to ensure that he used chaperones, regardless of patient/provider gender, anytime there is an examination of or near the breast or genitals.

Dr. Noffsinger is correct that he had a full patient load, as would be expected for a physician of his experience and tenure at the Hospital. Dr. Noffsinger, however, was also highly



compensated relative to his peers. Despite his RVU's, Dr. Noffsinger did not generate sufficient revenues for the Hospital to justify his compensation level under his current employment agreement. Given the concerns about his professionalism and anticipated reaction to a proposed reduction in pay, the Hospital did not believe it would be productive to attempt to negotiate a new agreement and made the decision that it would be mutually beneficial to end the employment relationship.

II. Response to allegations in the Charge

The Hospital denies that Dr. Noffsinger was discriminated against on the basis of his age and responds to the specific allegations in the Charge as follows:

> **On his first day of work, Dr. Shadeem Alam, a newly hired physician, told me "I hear you are about to retire." This was not true and I informed Dr. Alam that I had no intention of retiring.**

Dr. Alam denies making this statement, and regardless it is in no way representative of the Hospital's understanding of Dr. Noffsinger's intentions with respect to retirement. The Hospital hired Dr. Noffsinger with the expectation that he would continue his practice with no anticipated retirement date.

> **Upon information and belief, Respondent's management held a meeting to discuss each of the doctors and their future plans within the organization; however, the Office Manager informed me that the management team did not discuss my future with the organization in any capacity.**

Dr. Noffsinger does not identify when this meeting allegedly occurred. The management team at the Hospital discusses its physicians and their futures on an ongoing basis. Dr. Noffsinger was hired by the Hospital in 2020, and as discussed above its expectation was that he would continue practicing and treating its patients as long as he did so in a professional and productive manner.

> **Respondent commenced marketing efforts to increase the practice's patient load. All of the internists were invited to participate in these sessions with the advertising agency which included social media advertising, TV interviews, and print advertising. Respondent did not extend this invitation to me.**

This is not true. The Hospital marketed Dr. Noffsinger upon his arrival just as it does with all new physicians. (See https://cullmanregional.com/cullman-regional-welcomes-internal-medicine-physician-hans-noffsinger-md-to-medical-group/.) The Hospital similarly marketed newer physicians as they were hired. At the time that several new physicians were beginning, Dr. Noffsinger had a full patient load and additional marketing of his services was not necessary.

> **Respondent transferred over to a lab work software system called iOrder. Respondent never provided me with credentials to use this**

system; however, Respondent's younger doctors and CRNP's were provided the necessary credentials.

The iOrder system was never rolled out at the Hospital during Dr. Noffsinger's employment. Certain physicians across the Hospital were asked to "beta test" the iOrder system to help identify issues or areas for improvement before it was installed Hospital-wide. Dr. Noffsinger, who had experienced difficulty with more basic technology in other aspects, was not asked to be part of this group. All existing systems and processes remained in place during the beta testing phase. Dr. Noffsinger would have been provided with credentials for the iOrder systems after beta testing was completed.

On June 15, 2022, Respondent terminated my employment. Respondent's outside counsel Colin Luke informed me of the termination. Respondent's Head of Human Resources and Respondent's Vice President Lisa Courtney were also present for the termination meeting. During the termination meeting, I asked why I was being fired. Luke stated that Respondent did not have to provide me for a reason for my termination. I asked Luke if I retained an attorney would they tell counsel, and Luke again stated that Respondent did not have to give a reason.

The Hospital terminated Dr. Noffsinger's employment on June 15, 2022. Although the Hospital declined at the time to elaborate on the circumstances and reasons for his termination described above, the decision had nothing to do with his age.

My patients were notified that I was no longer employed by Respondent and invited my patients to continue you with Respondent's remaining physicians and/or CRNPs: Shaldeen Alam (early 30's), Cameron Brimer (early 30's), Caroline Studdard (mid-30's), Carlos Villar (late 40's), John Morgan (early 50's), Richard Gonzales (early 50's) and Nicole Mangum (early 40's). These employees are under the age of forty or otherwise substantially younger than me. Of these employees, only Dr. Villar had been with Respondent longer and he worked at a separate clinic location.

Per its standard practice, Dr. Noffsinger's patients were invited to continue their treatment at the Hospital with one of its other physicians. Dr. Noffsinger's tenure at the Hospital was not a factor in the Hospital's decision and did not justify or outweigh the deficiencies that led to his termination.

Respondent measures the performance of its physicians and CRNPs by number of patient visits patient satisfaction scores and "relative value units", commonly referred to as RVUs. I generated an average of 800+ RVUs per month, equal to or more than that of my younger colleagues . . . combined. According to Respondent's office manager, WHO, stated that I had a greater number of patient visits, more RVUs and the highest patient satisfaction scores in the clinic. I saw more patients per month and per year than the entire clinic combined (3 internist, CRNP,

2 family practice). Respondent's decision to retain these younger employees and terminate my employment is due to my age. Based on patient load and RVU metrics, I produced significantly more income for Respondent's benefits than the younger physicians combined.

Dr. Noffsinger had a full patient load at the Hospital. RVU's, however, are not necessarily an accurate reflection of the actual payments that the Hospital received for his services. Further, Dr. Noffsinger was paid more than the other physicians, and his productivity did not support his compensation.

As above, Dr. Noffsinger's relative patient load and RVU metrics to other physicians did not justify or outweigh the deficiencies that led to his termination.

Upon information and belief, Dr. Shaldeen Alam informed my colleagues that it terminated my employment for writing prescriptions for controlled medications that I was not qualified to prescribe.

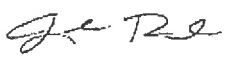
The Hospital is not aware that Dr. Alam made any statements to other physicians about the reasons for Dr. Noffsinger's termination.

III. Conclusion

Dr. Noffsinger's employment was terminated due to concerns with his professionalism and profitability. The decision had nothing to do with his age. The Charge has no factual or legal merit and should therefore be dismissed.

Should you have questions or require further information, please do not hesitate to contact me.

Very truly yours,



John J. Park

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION



HANSEL NOFFSINGER,

PLAINTIFF,

V. **Civ. Act. No.: 5:24-cv-900-LCB**

CULLMAN REGIONAL MEDICAL CENTER, INC.,

DEFENDANT.

CORRECTED NOTICE OF TAKING OF DEPOSITION

To: Robert Lockwood

PLEASE TAKE NOTICE that on Tuesday, October 28, 2025, to commence at 9:30 a.m., at Holland & Knight, 1901 Sixth Avenue North, Ste. 1400, Birmingham, AL 35203, Plaintiff will take the deposition of **Colin Luke** upon oral examination by stenographic and/or video means before a notary public, or before some other officer authorized by law to administer oaths.

Allen D. Arnold
Counsel for Plaintiff

OF COUNSEL:
Allen D. Arnold, LLC
6 Office Park Circle, Ste. 205
Birmingham, AL 35205
Office – 205.252.1550
Facsimile – 205.469.7163
ada@allenarnoldlaw.com

CERTIFICATE OF SERVICE

I do hereby certify that I have emailed a copy of the above and foregoing to counsel for the Defendant on September 17, 2025, upon:

Robert Lockwood
Lockwood & Associates
527 Fountain Row Southwest
Huntsville, AL 35801
Office – (256) 400-4522
Counsel for the Defendant
robert@lockwoodlawyers.com



Of Counsel



Colin H. Luke

PARTNER

Colin.Luke@hklaw.com

Birmingham

+1.205.226.5717



PRACTICES

Certificate of Need | Healthcare | Hospitals and Health Systems | Physician Practice Management | HIPAA and Healthcare Privacy | Digital Healthcare | Healthcare Transactions | Outpatient and Ambulatory Services | Post-Acute and Long-Term Care | Corporate Services | Healthcare Regulatory Compliance

INDUSTRY

Healthcare & Life Sciences

Overview

Colin Luke is a healthcare attorney and the executive partner of Holland & Knight's Birmingham office. Mr. Luke has extensive experience in healthcare transactions and regulatory issues involving a wide range of providers in the academic, governmental, nonprofit and for-profit sectors. He is routinely involved in Certificate of Need matters, joint ventures between physician and other types of providers, and sales or mergers of healthcare providers.

Hospitals, health systems, physicians and outpatient services providers depend on Mr. Luke for assistance with regulatory compliance matters involving the federal Anti-Kickback Statute and Stark law, Health Insurance Portability and Accountability Act (HIPAA) and patient privacy, state healthcare regulations and the development of effective corporate compliance programs.

Healthcare clients also rely on Mr. Luke for assistance with operations issues such as provider and payer certifications, facility licensure and Certificates of Need. Additionally, he is highly sought-after for his experience with a wide range of transactional matters. including the acquisition and divestiture of healthcare facilities and the formation of healthcare joint ventures.

Previously, Mr. Luke led Waller Lansden Dortch & Davis' Healthcare Compliance and Operations practice. He also represented healthcare providers in the Southeast as a partner with two Birmingham, Alabama, law firms. Early in his career, he served as vice president and corporate counsel for Active Services Corporation, one of the nation's largest providers of adult day healthcare services. In this role, he managed the acquisition and development of healthcare facilities and oversaw the company's regulatory compliance program.

Representative Experience

Hospitals and Health Systems

- Represented Anniston Health Care Authority in the transfer of RMC Jacksonville Medical Center to Jacksonville State University
- Served as counsel to The Health Care Authority of the City of Anniston in its $25 million acquisition of Stringfellow Memorial Hospital
- Represented Cullman Regional Medical Center in its acquisition of Cullman Surgery Center from Surgical Care Affiliates (SCA)
- Represented Russell Medical Center in Alexander City, Ala. in its management agreement with UAB Health System
- Served as counsel to The Sylacauga Health Care Authority in the restructuring of a joint venture between the authority and a group of medical oncologists
- Assisting University of South Alabama Health System in working through a $2 million donation for a new campus as well as a joint venture with Surgery Partners for an ambulatory surgery center
- Advised the HealthCare Authority of the City of Cullman in establishing a Hospital Quality and Efficiency Program (HQEP) with its medical staff
- Represented the Medical University of South Carolina in negotiating a joint venture agreement and management services organization agreement with Tribe513

Certificate of Need

- Assisted Alabama Eye Physicians and Surgeons in securing a certificate of need from the State Health Planning and Development Agency and successfully defended the agency's decision at the Alabama Civil Court of Appeals
- Assisted Noland Health Services in the CON process and in defending Noland's plans in an administrative hearing, gaining a favorable result for Noland
- Served as counsel to the University of South Alabama Medical Center in its application for a certificate of need (CON)

Additional Healthcare Experience

- Represented Central Alabama Radiation Oncology in securing an appellate victory from the Alabama Supreme Court in an Open Records Act case against a competing health system
- Served as lead transaction and healthcare regulatory counsel to Covenant Surgical Partners in its partnership with Arizona Centers for Digestive Health
- Defended DaVita, Inc. against DaVita medical directors seeking to nullify a non-compete agreement for their own private practice. Waller successfully removed the case and obtained a transfer to a more convenient forum. The lawsuit is currently pending.
- Advised Gulf South Surgery Center in the restructuring of its ownership in an ambulatory surgery, which included several real property and tax considerations

Credentials

EDUCATION

- The University of Chicago Law School, J.D.
- Vanderbilt University, B.A., Political Science, *summa cum laude*

BAR ADMISSIONS/LICENSES

- Alabama

MEMBERSHIPS

- American Bar Association, Health Law Section, Health Reform Task Force, Vice President; Business Law Section
- American Health Law Association
- Cumberland School of Law, Annual Health Law Update, Planning Committee
- Alabama State Bar, Health Law Section, Former Chair; Business Law Section
- Birmingham Zoo, Founding Board Member and Past President
- The Altamont School, Board of Trustees, Former Member
- Oasis Women's Counseling Center, Board of Directors, Former Member
- Alabama Kidney Foundation, Former Board Member
- Center Management, Inc., Board of Directors, Current Member and Former Chairman
- Alabama Republican Party Executive Committee, Member, Past General Counsel
- Alabama Symphony Orchestra, Board Member
- Eagle Forum of Alabama

- City Club, Board of Governors
- ALCAP

HONORS & AWARDS

- *The Best Lawyers in America* guide, Health Care Law, 2009-2026; Mergers and Acquisitions Law, 2008-2026
- ***Chambers USA – America's Leading Business Lawyers*** guide, Healthcare, 2017-2025
- Finalist, CEO Awards, *Birmingham Business Journal*, 2024
- Best of the Bar, *Birmingham Business Journal,* 2024
- Mid-South *Super Lawyers* magazine, Healthcare, 2009-2019
- *Business Alabama,* Top Attorneys in Alabama
- *Birmingham Business Journal,* Best of the Bar
- Who's Who in Health Care, Birmingham Business Journal
- Harry S. Truman Scholar

Multimedia



Colin Luke, J.D. – Partner and Attorney, Holland & Knight



Podcast - Hospital M&A Trends & Strategic Considerations for 2024

Point E
develo

Publications

Stark Law Changes May Require Group Practices To Change How They Pay Their Physicians

Client Alert

SEPTEMBER 1, 2021 6 Minutes

CMS Issues Prospective Payment System Proposed Rule

Client Alert

MAY 7, 2021 2 Minutes

OIG Releases Alert Surrounding Sponsored Speaker Programs

Client Alert

NOVEMBER 23, 2020 3 Minutes

HHS Releases New ESRD Treatment Choices Payment Model

Client Alert

SEPTEMBER 23, 2020 2 Minutes

HHS Implements New Radiation Oncology Payment Model

Client Alert

SEPTEMBER 21, 2020 2 Minutes

CMS Proposes Loosening Restrictions on Some Physician-Owned Hospitals

Client Alert

AUGUST 10, 2020 2 Minutes

Load 6 More

Speaking Engagements

Surveying the Future: Consumer Perspectives on the State of Healthcare and Federal Policy

HOLLAND & KNIGHT AND JARRARD WEBINAR / OCTOBER 22, 2025

Hospital Horizons Symposium 2024

HOLLAND & KNIGHT EVENT / SEPTEMBER 23 - 25, 2024

Showing 1-2 of 2

News

Nearly 900 Holland & Knight Attorneys Recognized by *The Best Lawyers in America* for 2026

PRESS RELEASE / AUGUST 21, 2025

Holland & Knight Ranks Among Nation's Leading Law Firms in *Chambers USA* 2025

PRESS RELEASE / JUNE 5, 2025

How State Laws, Regulations Could Shape Hospital Deals in 2025

MODERN HEALTHCARE / IN THE HEADLINES / JANUARY 7, 2025

Meet the 2024 Best Places to Work

BIRMINGHAM BUSINESS JOURNAL / IN THE HEADLINES / DECEMBER 6, 2024

Nearly 800 Holland & Knight Attorneys Recognized by *The Best Lawyers in America* for 2025

29 ATTORNEYS NAMED "LAWYERS OF THE YEAR" / PRESS RELEASE / AUGUST 15, 2024

What UAB's Acquisition of Ascension Means for Employees, Patients and the Overall Healthcare Landscape

BIRMINGHAM BUSINESS JOURNAL / IN THE HEADLINES / JULY 8, 2024

Holland & Knight Ranks Among Nation's Leading Law Firms in *Chambers USA* 2024

PRESS RELEASE / JUNE 6, 2024

Hoover Files for Certificate of Need for Ambulatory Surgery, Medical Diagnostics Center

HOOVER SUN / IN THE HEADLINES / JANUARY 11, 2024

Hoover Files Letter of Intent for Ambulatory Surgery, Medical Diagnostics Center

HOOVER SUN / IN THE HEADLINES / NOVEMBER 21, 2023

Hoover Starts Certificate of Need Process for New Surgical and Diagnostic Center in Riverwalk Village

ABC 33/40 NEWS / IN THE HEADLINES / NOVEMBER 21, 2023

New Healthcare District Slated to Bring Care Closer to Hoover

CBS42 / IN THE HEADLINES / NOVEMBER 21, 2023

More than 560 Holland & Knight Attorneys Recognized by *The Best Lawyers in America* for 2024

27 ATTORNEYS NAMED "LAWYERS OF THE YEAR" / PRESS RELEASE / AUGUST 17, 2023

How Mergers in the Legal Field Have Affected Birmingham

BIRMINGHAM BUSINESS JOURNAL / AUGUST 4, 2023

Holland & Knight Ranks Among Nation's Leading Law Firms in *Chambers USA* 2023

PRESS RELEASE / JUNE 1, 2023

How Law Firms are Utilizing Artificial Intelligence

BIRMINGHAM BUSINESS JOURNAL / IN THE HEADLINES / APRIL 11, 2022

New CDC Guidance May Jeopardize Patients and Staff

MODERN HEALTHCARE / IN THE HEADLINES / JANUARY 7, 2022

Colin Luke Named One of Birmingham's Who's Who in Law

BIRMINGHAM BUSINESS JOURNAL / IN THE HEADLINES / AUGUST 10, 2021

Lifespan, Care New England Merger Raises Concern

MODERN HEALTHCARE / IN THE HEADLINES / SEPTEMBER 15, 2020

How Payers Can Build a Successful Bundled Payment Strategy

HEALTHPAYERINTELLIGENCE / IN THE HEADLINES / JANUARY 5, 2018

Showing 1-19 of 19

FILED
2024 Sep-20 PM 03:15
U.S. DISTRICT COURT
N.D. OF ALABAMA

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ALABAMA
NORTHEASTERN DIVISION

HANSEL NOFFSINGER,	)	
	)	
PLAINTIFF,	)	
	)	
VS.	)	**Case No. 5:24-cv-00900-LSC**
	)	
CULLMAN REGIONAL	)	
MEDICAL CENTER, INC.,	)	
	)	
DEFENDANT.	)	



ANSWER

COMES NOW the Defendant Cullman Regional Medical Center, Inc. by and through undersigned counsel, and for answer to the complaint states the following:

I. JURISDICTION

1. Cullman Regional admits that this Court possesses jurisdiction over plaintiff's attempted claims for Age Discrimination. Any other material allegations of paragraph 1 are denied.

2. Cullman Regional admits that Plaintiff filed a timely charge of discrimination and timely filed this action. Any other material allegations of paragraph 2 are denied.

II. PARTIES

3. Cullman Regional admits that Plaintiff is a former employee and that venue is appropriate with this Court. Any other material allegations of paragraph 3 are denied.

4. Cullman Regional admits that it is subject to the jurisdiction of this Court. Any other material allegations of paragraph 4 are denied.

III. STATEMENT OF FACTS

5. Cullman Regional incorporates its answers to paragraphs 1 to 4.

6. Admitted.

7. Admitted.

8. Cullman Regional lacks sufficient information to admit or deny paragraph 8.

9. Admitted.

10. Admitted.

11. Denied.

12. Cullman Regional lacks sufficient information admit or deny paragraph 12.

13. Denied.

14. Cullman Regional admits that members of management discuss physician employees and their futures on an ongoing basis.. Any other material allegations of paragraph 14 are denied.

15. Denied.

16. Cullman Regional admits that it conducted marketing for its internal medicine clinic. Any other material allegations of paragraph 16 are denied.

17. Cullman Regional admits that it marketed new physicians, including Plaintiff, as they were hired. Any other material allegations of paragraph 17 are denied.

18. Denied.

19. Cullman Regional admits that it "beta tested" the iOrder system. Any other material allegations of paragraph 19 are denied.

20. Cullman Regional admits that Plaintiff was not one of the physicians invited to "beta test" the iOrder system. Any other material allegations of paragraph 20 are denied.

21. Cullman Regional admits that physicians who "beta tested" iOrder were provided with access to that system. Any other material allegations of paragraph 21 are denied.

22. Cullman Regional admits that it retains the legal services of Colin Luke.

23. Admitted.

24. Cullman Regional admits that Plaintiff's employment was terminated on June 15, 2022. Any other material allegations of paragraph 22 are denied.

25. Cullman Regional admits that Plaintiff generally asked about the reasons for termination.

26. Cullman Regional admits that it declined at the time to elaborate on the circumstances and reasons for Plaintiff's termination. Any other material allegations of paragraph 26 are denied.

27. Denied.

28. Cullman Regional admits that it declined at the time to elaborate on the circumstances and reasons for Plaintiff's termination. Any other material allegations of paragraph 28 are denied.

29. Cullman Regional admits that its standard practice is to invite patients to continue their treatment at Cullman Regional with another physician. Any other material allegations of paragraph 29 are denied.

30. Cullman Regional admits that it employed physician and CRNPs younger than Plaintiff. Any other material allegations of paragraph 30 are denied.

31. Cullman Regional admits that it employed physician and CRNPs younger than Plaintiff. Any other material allegations of paragraph 31 are denied.

32. Cullman Regional admits that it employed physician and CRNPs younger than Plaintiff. Any other material allegations of paragraph 32 are denied.

33. Cullman Regional admits that it employed physician and CRNPs younger than Plaintiff. Any other material allegations of paragraph 33 are denied.

34. Cullman Regional admits that it employed physician and CRNPs younger than Plaintiff. Any other material allegations of paragraph 34 are denied.

35. Cullman Regional admits that it employed physician and CRNPs younger than Plaintiff. Any other material allegations of paragraph 35 are denied.

36. Cullman Regional admits that it employed physician and CRNPs younger than Plaintiff. Any other material allegations of paragraph 36 are denied.

37. Cullman Regional admits that Dr. Villar was employed longer than Plaintiff. Any other material allegations of paragraph 37 are denied.

38. Cullman Regional's EEOC position statement speaks for itself. Any other material allegations of paragraph 38 are denied.

39. Denied.

40. Denied.

41. Denied.

42. Denied.

43. Denied.

44. Denied.

45. Denied.

IV. Count One – ADEA Termination

46. Cullman Reginal incorporates its answers to paragraphs 1 to 45.

47. Admitted.

48. Admitted.

49. Cullman Regional admits that Plaintiff was licensed to practice medicine in Alabama. Any other material allegations of paragraph 49 are denied.

50. Cullman Regional admits that it did not invoke the portion of Plaintiff's contract entitled "Automatic Termination for Cause." Any other material allegations of paragraph 50 are denied.

51. Denied.

52. Cullman Regional admits that it did not provide Plaintiff with a reason for termination on June 15, 2022. Any other material allegations of paragraph 52 are denied.

53. Denied.

54. Cullman Regional admits that Plaintiff was licensed to prescribe medicine during the time of his employment. Any other material allegations of paragraph 53 are denied.

55. Cullman Regional's EEOC position statement speaks for itself. Any other material allegations of paragraph 55 are denied.

56. Denied.

57. Denied.

V. Prayer for Relief

Defendant denies that Plaintiff is entitled to any relief whatsoever in this action, including, but not limited to, injunctive relief, back pay, front pay, damages of any kind and/or attorneys' fees.

AFFIRMATIVE DEFENSES

First Defense

Plaintiff fails to state a claim upon which relief can be granted.

Second Defense

Defendant's employment practices are job-related and consistent with business necessity.

Third Defense

Any employment actions taken by Defendant were based on legitimate, non-discriminatory factors.

Fourth Defense

Defendant has and had in a policy against discrimination to prevent and promptly correct any such behavior. Thus, to the extent Plaintiff is able to prove that he was subjected to discrimination, which Defendant denies, Defendant cannot be held vicariously liable because of its good-faith efforts to ensure compliance with the anti-discrimination and anti-retaliation laws.

Fifth Defense

To the extent that Plaintiff is able to show that he suffered damages, Plaintiff failed to mitigate those damages.

Sixth Defense

Plaintiff's claims are barred, in whole or in part, by the equitable doctrines of unclean hands, waiver, estoppel, and/or laches.

Seventh Defense

To the extent that Plaintiff has suffered any damages, any actions by Defendant were neither the actual nor proximate cause of those claimed damages.

Eighth Defense

To the extent that Plaintiff seeks relief for employment decisions or actions that were not included in a Charge timely filed with the appropriate administrative agency, such claims are barred because of his failure to exhaust administrative remedies and/or his failure to satisfy the statutory prerequisites, and the Court therefore lacks subject matter jurisdiction over such claims

Ninth Defense

Plaintiff's claims are barred to the extent they exceed the scope of his administrative charge of discrimination.

Tenth Defense

Plaintiff's claims are barred to the extent they are based on alleged acts or occurrences that took place more than 180 days prior to Plaintiff filing his charge with the EEOC.

Eleventh Defense

Plaintiff's claims are barred to the extent they involve alleged discrimination occurring before the applicable statute of limitations period.

Twelfth Defense

Defendant denies that age was a factor in any of the employment decisions at issue and further denies that it discriminated against Plaintiff in any manner whatsoever; however, to the extent that the fact finder determines otherwise, Defendant states that it would have made the same decisions absent the alleged impermissible motive.

Thirteenth Defense

Plaintiff's age was not the "but for" cause of any alleged employment action.

Fourteenth Defense

Plaintiff's claims are barred, in whole or in part, by the doctrine of judicial estoppel to the extent Plaintiff has taken any inconsistent position in any other judicial or quasi-judicial proceeding.

Fifteenth Defense

Plaintiff cannot establish a prima facie case of discrimination, or establish that Defendant's articulated reason for terminating his employment was a pretext for an intent to discriminate against him on the basis of her age.

Sixteenth Defense

Defendant asserts all applicable statutory damages caps and limitations and limitations afforded by applicable law.

Seventeenth Defense

Defendant's conduct toward Plaintiff was at all times in good faith and was not willful, intentional, reckless or discriminatory.

Respectfully Submitted this the 20th day of September, 2024.

LOCKWOOD & ASSOCIATES, INC.

By: /s/ Robert C. Lockwood
Robert C. Lockwood

527 Fountain Row
Huntsville, Alabama 35801
(256) 400-4522
Robert@LockwoodLawyers.com

CERTIFICATE OF SERVICE

I hereby certify that a true and accurate copy of the foregoing has been served by the Court's ECF system upon:

Allen D. Arnold
Whitney Morgan Brown
6 Office Park Circle, Suite 209
Birmingham, AL 35223

/s/ Robert C. Lockwood
Robert C. Lockwood

EEOC Form 5 (11/09)

CHARGE OF DISCRIMINATION

This form is affected by the Privacy Act of 1974. See enclosed Privacy Act Statement and other information before completing this form.

Charge Presented To: Agency(ies) Charge No(s):

☐ FEPA

☒ EEOC

and EEOC

State or local Agency, if any

Name (Indicate Mr., Ms., Mrs.)	Home Phone (Incl. Area Code)	Date of Birth
Dr. Hansel Noffsinger	[redacted]-9014	[redacted]1955

Street Address	City, State and ZIP Code
[redacted]	Chelsea, AL 35043

Named is the Employer, Labor Organization, Employment Agency, Apprenticeship Committee, or State or Local Government Agency That I Believe Discriminated Against Me or Others. *(If more than two are named, list under PARTICULARS below.)*

Name	No. Employees, Members	Phone No. (Incl. Area Code)
Cullman Regional Medical Group	500+	[redacted]-5075

Street Address	City, State and ZIP Code
1912 Alabama Highway 157, Buldings 1, Ste.	Cullman, AL 35058

Name	No. Employees, Members	Phone No. (Incl. Area Code)

Street Address	City, State and ZIP Code

DISCRIMINATION BASED ON *(Check appropriate box(es).)*

☐ RACE ☐ COLOR ☐ SEX ☐ RELIGION ☐ NATIONAL ORIGIN

☐ RETALIATION ☒ AGE ☐ DISABILITY ☐ GENETIC INFORMATION

☐ OTHER *(Specify)*

DATE(S) DISCRIMINATION TOOK PLACE

Earliest — Latest

6/15/2022

☐ CONTINUING ACTION

THE PARTICULARS ARE *(If additional paper is needed, attach extra sheet(s)):*

1. I am over forty years of age and as of signing of this Charge I am 66 years of age.
2. During 1995, I commenced my professional career as a physician.
3. On or about January 31, 2020, I entered an employment agreement with Respondent to provide services as a physician for its patients.
4. I commenced my employment with Respondent on or about April 6, 2020.
5. On his first day of work, Dr. Shadeem Alam, a newly hired physician, told me "I hear you are about to retire." This was not true and I informed Dr. Alam that I had no intention of retiring.
6. Upon information and belief, Respondent's management held a meeting to discuss each of the doctors and their future plans within the organization; however, the Office Manager informed me that the management team did not discuss my future with the organization in any capacity.
7. Respondent commenced marketing efforts to increase the practice's patient load. All of the internists were invited to participate in these sessions with the advertising agency which included social media advertising, TV interviews, and print advertising. Respondent did not extend this invitation to me.

I want this charge filed with both the EEOC and the State or local Agency, if any. I will advise the agencies if I change my address or phone number and I will cooperate fully with them in the processing of my charge in accordance with their procedures.

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

8/19/2022
Date

DocuSigned by:
Hans Noffsinger
B9E47A9D7A871D2...
Charging Party Signature

NOTARY–*When necessary for State or Local Agency Requirements*

I swear or affirm that I have read the above charge and that it is true to the best of my knowledge, information and belief.
SIGNATURE OF COMPLAINANT

SUBSCRIBED AND SWORN TO BEFORE ME THIS DATE
(month, day, year)

Prepared with the assistance of Allen D. Arnold, Attorney at Law

PENGAD 800-631-6989
PLAINTIFF'S EXHIBIT
110

EEOC Form 5 (11/09)

CHARGE OF DISCRIMINATION

This form is affected by the Privacy Act of 1974. See enclosed Privacy Act Statement and other information before completing this form.

Charge Presented To: Agency(ies) Charge No(s):

☐ FEPA

☒ EEOC

and EEOC

State or local Agency, if any

THE PARTICULARS ARE *(If additional paper is needed, attach extra sheet(s))*:

8. Respondent transferred over to a lab work software system called iOrder. Respondent never provided me with credentials to use this system; however, Respondent's younger doctors and CRNP's were provided the necessary credentials.
9. On June 15, 2022, Respondent terminated my employment. Respondent's outside counsel Colin Luke informed me of the termination. Respondent's Head of Human Resources and Respondent's Vice President Lisa Cortney were also present for the termination meeting. During the termination meeting, I asked why I was being fired. Luke stated that Respondent did not have to provide me for a reason for my termination. I asked Luke if I retained an attorney would they tell counsel, and Luke again stated that Respondent did not have to give a reason.
10. My patients were notified that I was no longer employed by Respondent and invited my patients to continue you with Respondent's remaining physicians and/or CRNPs: Shaldeen Alam (early 30's), Cameron Brimer (early 30's), Caroline Studdard (mid-30's), Carlos Villar (late 40's), John Morgan (early 50's), Richard Gonzales (early 50's) and Nicole Mangum (early 40's). These employees are under the age of forty or otherwise substantially younger than me. Of these employees, only Dr. Villar had been with Respondent longer and he worked at a separate clinic location.
11. Respondent measures the performance of its physicians and CRNPs by number of patient visits, patient satisfaction scores and "relative value units", commonly referred to as RVUs. I generated an average of 800+ RVUs per month, equal to or more than that of my younger colleagues (identified in Paragraph 10 above) combined. According to Respondent's office manager, WHO, stated that I had a greater number of patient visits, more RVUs and the highest patient satisfaction scores in the clinic. I saw more patients per month and per year than the entire clinic combined (3 internist, CRNP, 2 family practice). Respondent's decision to retain these younger employees and terminate my employment is due to my age. Based of patient load and RVU metrics, I produced significantly more income for Respondent's benefits than the younger physicians combined.
12. Upon information and belief, Dr. Shaldeen Alam informed my colleagues that it terminated my employment for writing prescriptions for controlled medications that I was not qualified to prescribe. This is not true, as Respondent failed to provide me with a reason for termination, and, I possess an active Drug Enforcement Administration licensing for prescribing controlled mediations,
13. In violation of the Age Discrimination in Employment Act, I believe Respondent discriminated against me in the terms and conditions of my employment, including the decision to terminate my employment, because of my age.

I want this charge filed with both the EEOC and the State or local Agency, if any. I will advise the agencies if I change my address or phone number and I will cooperate fully with them in the processing of my charge in accordance with their procedures.

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

8/19/2022
Date

DocuSigned by:
Hans Noffsinger
B9E47A9D1A474D2...
Charging Party Signature

NOTARY–*When necessary for State or Local Agency Requirements*

I swear or affirm that I have read the above charge and that it is true to the best of my knowledge, information and belief.
SIGNATURE OF COMPLAINANT

SUBSCRIBED AND SWORN TO BEFORE ME THIS DATE
(month, day, year)

Prepared with the assistance of Allen D. Arnold, Attorney at Law

Robert Lockwood

From: Colin Luke <Colin.Luke@wallerlaw.com>
Sent: Wednesday, June 22, 2022 6:36 PM
To: hnoffsinger@aol.com
Subject: Reminders

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dr. Noffsinger: I just wanted to provide several reminders to you subsequent to our meeting last week on June 15 when your employment was terminated without cause upon the initiation of a ninety day notice period. Although you have been asked not to return to Cullman Regional, you are still employed through the end of your notice period, which as was communicated to you, is September 15. If you are to receive your compensation and benefits during your notice period, you are expected to be available for consultations and to complete all required patient care and billing documentation. You may not be employed by a third party during your notice period. As was discussed, you are expected to finish all notes concerning previous encounters and to sign electronically the same. Your access to the EMR system has been kept open during this period. Please complete your open notes by 5:00 pm next Monday, June 27. Please feel free to have your lawyer communicate with me if you desire. If you are not represented by counsel, please feel free to reach out to me directly. Thank you.

waller

Colin Luke
Partner
Board Of Directors
o: (205) 226-5717 | c: (205) 577-5797
1901 Sixth Ave. North, Suite 1400
Birmingham, AL 35203
vCard | Bio | Email

Ranked in Chambers USA 2022 and Recognized by Best Lawyers

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FILED
2023 Jan-20 PM 02:17
U.S. DISTRICT COURT
N.D. OF ALABAMA

FILED
2023 JAN 19 A 10:55
U.S. DISTRICT COURT
N.D. OF ALABAMA

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ALABAMA
NORTHEASTERN DIVISION

AMBER WHITFIELD

Plaintiff,

v.

CULLMAN REGIONAL MEDICAL CENTER, INC.

Defendant.

Civil Case No.: 5:23cv73-HNJ

JURY DEMANDED

COMPLAINT

COMES NOW Plaintiff, Dr. Amber Whitfield ("Plaintiff" or "Whitfield"), and files this Complaint against Cullman Regional Medical Center, Inc. ("Defendant" or "Hospital"). As grounds for this Complaint, Plaintiff states the following:

JURISDICTION AND VENUE

1. This is a suit authorized and brought to secure the protection of and to redress the deprivation of rights secured by Title VII of the Civil Rights Act of 1964, as amended, codified at 42 U.S.C. § 2000(e) et seq., (hereinafter referred to as "Title VII").

2. Jurisdiction is invoked pursuant to 28 U.S.C. §§ 1331 and 1343(a)(3)



3. The unlawful employment practices described herein were committed in Cullman County, Alabama; therefore, venue lies in the United States District Court for the Northern District of Alabama, Northeastern Division, pursuant to 28 U.S.C. § 1391(b).

PARTIES

4. Plaintiff is a citizen of the United States of America over the age of nineteen (19) years, and currently resides in Decatur, Alabama.

5. Plaintiff was, at all times relevant, an "employee" of Defendant within the meaning of 42 U.S.C. § 2000e(f) and was, at all times relevant, Defendant's "employee."

6. Defendant is a Domestic Non-Profit Corporation, based out of Cullman County, Alabama, with a principal address of 1912 AL Highway 157 Cullman, AL 35058.

7. During all times relevant to this Complaint, Defendant conducted business in Alabama, specifically at 1912 AL Highway 157 Cullman, AL 35058.

8. Defendant is an "employer" within the meaning of 42 U.S.C. § 2000e(b) and was, at all times relevant, Plaintiff's "employer."

ADMINISTRATIVE EXHAUSTION

9. Plaintiff filed a Charge of Discrimination with the United States Equal Employment Opportunity Commission ("EEOC") against Defendant.

10. Charge number 420-2021-01759 (the "Charge") was received by the EEOC on May 6, 2021. (Attached hereto as **Exhibit A**).

11. Plaintiff received the Right to Sue ("RTS") for the Charge on or about October 31, 2022. (Attached hereto as **Exhibit B**).

12. Plaintiff has now filed this Complaint within ninety (90) days of her receipt of the RTS and has, therefore, exhausted all administrative remedies with respect to the Charge before filing her claims with this Court.

FACTS

13. Whitfield is a female.

14. Whitfield was hired by Defendant in or around July 2020, to work as a Physician.

15. Shortly after Whitfield's employment started, a male colleague, Dr. Hansel Noffsinger (hereinafter referred to as "the Harasser") begun making sexually explicit comments to Whitfield and/or in Whitfield's presence.

16. Many of the comments were heard directly by Defendant's Front Office Manager, Stacy Graves ("Graves").

17. Graves, however, would sarcastically say, "I didn't hear that."

18. Despite being the Office manager and having witnessed the sexually explicit statements, Graves and the Defendant failed to take any subsequent remedial action.

19. Whitfield was made to feel extremely uncomfortable based on the severe and pervasive comments from the Harasser.

20. For example, the Harasser on one occasion said that one of Whitfield's nurses "gave so much head that her COVID was a sexually transmitted disease."

21. On another occasion, a nurse inquired about whether cameras were around certain fixtures around the clinic. The Harasser, while unbuttoning his pants, said, they "could find out."

22. The Harasser also told numerous inappropriate jokes, such as, "what do tofu and a dildo have in common . . . they're both meat substitutes."

23. When the Harasser would come out of the bathroom, he would make remarks such as, "that thing looked so big, I thought I had my reading glasses on."

24. A member of Defendant's management, Graves, was present during many of these remarks and heard a number of them.

25. The Harasser stated these unwelcomed sexually explicit comments in front of several of Defendant's employees.

26. However, the Harasser was neither fired or counseled for his misconduct.

27. The Defendant never took any action to stop the harassment against Whitfield.

28. Instead, Defendant fired Whitfield on or about January 14, 2021, after she made one negative non-sexual remark in the privacy of Graves's office with only Whitfield and Graves present.

29. Defendant then designated the termination as a "resignation."

30. Defendant designation as a "resignation" to avoid paying Whitfield compensation in accordance with her severance agreement.

31. Defendant's conduct has caused Plaintiff to suffer loss of income, emotional distress, mental anguish, loss of enjoyment of life, inconvenience, and embarrassment.

COUNT I
SEX DISCRIMINATION HARASSMENT
IN VIOLATION OF TITLE VII

32. Plaintiff is a female and a member of a protect class.

33. Plaintiff was, and is, a qualified employee able to perform her assigned job duties.

34. Defendant is an "employer" within the meaning of Title VII.

35. At all times relevant to this Complaint, Defendant employed at least fifteen (15) employees.

36. Shortly after Whitfield's employment started, a male colleague, the Harasser begun making unwelcomed sexually explicit comments to Whitfield and/or in Whitfield's presence.

37. Many of the comments were heard directly by Defendant's Front Office Manager, Graves.

38. Graves, however, would sarcastically say, "I didn't hear that."

39. Despite being the Office manager and having witnessed the sexually explicit statements, Graves and the Defendant failed to take any subsequent remedial action.

40. Whitfield was made to feel extremely uncomfortable based on the severe and pervasive comments from the Harasser.

41. For example, the Harasser on one occasion said that one of Whitfield's nurses "gave so much head that her COVID was a sexually transmitted disease."

42. On another occasion, a nurse inquired about whether cameras were around certain fixtures around the clinic. The Harasser, while unbuttoning his pants, said, they "could find out."

43. The Harasser also told numerous inappropriate jokes, such as, "what do tofu and a dildo have in common . . . they're both meat substitutes."

44. When the Harasser would come out of the bathroom, he would make remarks such as, "that thing looked so big, I thought I had my reading glasses on."

45. A member of Defendant's management, Graves, was present during many of these remarks and heard a number of them.

46. The Harasser stated these unwelcomed sexually explicit comments in front of several of Defendant's employees.

47. However, the Harasser was neither fired or counseled for his misconduct.

48. The Defendant never took any action to stop the harassment against Whitfield.

49. Instead, Defendant fired Whitfield on or about January 14, 2021, after she made one negative non-sexual remark in the privacy of Graves's office with only Whitfield and Graves present.

50. Defendant then designated the termination as a "resignation."

51. Defendant designation as a "resignation" to avoid paying Whitfield compensation in accordance with her severance agreement.

52. Defendant's conduct has caused Plaintiff to suffer loss of income, emotional distress, mental anguish, loss of enjoyment of life, inconvenience, and embarrassment.

COUNT II
HOSTILE WORK ENVIRONMENT
IN VIOLATION OF TITLE VII

53. Plaintiff is a female and a member of a protected class.

54. Plaintiff was, and is, a qualified employee able to perform her assigned job duties.

55. Defendant is an "employer" within the meaning of Title VII.

56. At all times relevant to this Complaint, Defendant employed at least fifteen (15) employees.

57. Shortly after Whitfield's employment started, a male colleague, the Harasser begun making unwelcomed sexually explicit comments to Whitfield and/or in Whitfield's presence.

58. Many of the comments were heard directly by Defendant's Front Office Manager, Graves.

59. Graves, however, would sarcastically say, "I didn't hear that."

60. Despite being the Office manager and having witnessed the sexually explicit statements, Graves and the Defendant failed to take any subsequent remedial action.

61. Whitfield was made to feel extremely uncomfortable based on the severe and pervasive comments from the Harasser.

62. For example, the Harasser on one occasion said that one of Whitfield's nurses "gave so much head that her COVID was a sexually transmitted disease."

63. On another occasion, a nurse inquired about whether cameras were around certain fixtures around the clinic. The Harasser, while unbuttoning his pants, said, they "could find out."

64. The Harasser also told numerous inappropriate jokes, such as, "what do tofu and a dildo have in common . . . they're both meat substitutes."

65. When the Harasser would come out of the bathroom, he would make remarks such as, "that thing looked so big, I thought I had my reading glasses on."

66. A member of Defendant's management, Graves, was present during many of these remarks and heard a number of them.

67. The Harasser stated these unwelcomed sexually explicit comments in front of several of Defendant's employees.

68. However, the Harasser was neither fired or counseled for his misconduct.

69. The Defendant never took any action to stop the harassment against Whitfield.

70. Instead, Defendant fired Whitfield on or about January 14, 2021, after she made one negative non-sexual remark in the privacy of Graves's office with only Whitfield and Graves present.

71. Defendant then designated the termination as a "resignation."

72. Defendant designation as a "resignation" to avoid paying Whitfield compensation in accordance with her severance agreement.

73. Defendant's conduct has caused Plaintiff to suffer loss of income, emotional distress, mental anguish, loss of enjoyment of life, inconvenience, and embarrassment.

WHEREFORE, Plaintiff respectfully requests this Court grant to Plaintiff the following:

A. Back pay for lost income and any other compensatory damages;

B. Reinstatement or front pay if the Court determines reinstatement is impractical;

C. Liquidated damages equal to the amount of back pay;

D. Punitive damages;

E. A reasonable attorneys' fee;

F. Plaintiff's costs and expenses;

G. Interest on all monies owed; and

H. Any and all other relief the Court deems just and appropriate.

PLAINTIFF DEMANDS TRIAL BY STRUCK JURY.

Respectfully submitted on this the 19th day of January 2023.

DEFENDANT WILL BE SERVED BY PROCESS SERVER AT THE FOLLOWING ADDRESS:

Cullman Regional Medical Center, Inc.
c/o r/a Hicks, Charlotte
1912 Hwy 157, POB 1
Suite 200
Cullman, AL 35058

Respectfully submitted,

Amber Whitfield
2430 Redbank Rd.
Decatur, AL 35603

FILED
2023 Jan-20 PM 02:17
U.S. DISTRICT COURT
N.D. OF ALABAMA

EXHIBIT A

DocuSign Envelope ID: 3A1A4BDB-13DC-418A-AAC6-7DA4B3B5BA4B

EEOC Form 5 (11/21)

CHARGE OF DISCRIMINATION

This form is affected by the Privacy Act of 1974. See enclosed Privacy Act Statement and other information before completing this form.

Charge Presented To: Agency(ies) Charge No(s):

- [ ] FEPA
- [X] EEOC 420-2021-01759

and EEOC

State or local Agency, if any

Name (indicate Mr., Ms., Mrs.)
Dr. Amber Whitfield

Home Phone (Incl. Area Code)
[redacted]

Date of Birth
[redacted]

Street Address
[redacted]

City, State and ZIP Code
[redacted]

Named is the Employer, Labor Organization, Employment Agency, Apprenticeship Committee, or State or Local Government Agency That I Believe Discriminated Against Me or Others. (If more than two, list under PARTICULARS below.)

Name
Cullman Regional Medical Center

No. Employees, Members
2,000

Phone No. (Include Area Code)
(256) 737-2000

Street Address
1912 Al. Highway 157, POB 1, Ste. 200

City, State and ZIP Code
Cullman, Alabama 35058

Name

No. Employees, Members

Phone No. (Include Area Code)

Street Address

City, State and ZIP Code

DISCRIMINATION BASED ON (Check appropriate box(es).)

- [ ] RACE
- [ ] COLOR
- [X] SEX
- [ ] RELIGION
- [ ] NATIONAL ORIGIN
- [ ] RETALIATION
- [ ] AGE
- [ ] DISABILITY
- [ ] OTHER (Specify)

DATE(S) DISCRIMINATION TOOK PLACE
Earliest: 07/2020
Latest: 01/14/2021

- [ ] CONTINUING ACTION

THE PARTICULARS ARE (If additional paper is needed, attach extra sheet(s)):

I am a female formerly employed by the above-named Respondent. Respondent hired me in or around July 2020. At the time of my termination, I worked as a Physician at Respondent's Cullman, Alabama location.

During my employment with Respondent, nearly every day for months a male colleague in my department would make obscene and sexually explicit comments to me and/or in my presence regarding myself and other women. On numerous occasions, when he would exit the bathroom, he would say, "that thing looked so big I thought I had my reading glasses on." He also made the statement that my nurse "gave so much head that her COVID was a sexually transmitted disease." On another occasion, my nurse asked out loud if there were cameras in certain fixtures around the clinic, at which point the same male colleague said that "they could find out" while unbuttoning his pants. Numerous "dirty jokes" were also told, which were in the same class as the following: "What do tofu and a dildo have in common?" "They're both meat substitutes."

Management was fully aware of the comments that were being made and refused to address the same. Notably, many of the above-noted comments were made in the presence of the Front Office Manager, who, on one occasion, sarcastically responded, "I didn't hear that." As a result, I did not report the comments to management during my employment. Despite refusing to address comments made by the male employee, I was subsequently reported when

I want this charge filed with both the EEOC and the State or local Agency, if any. I will advise the agencies if I change my address or phone number and I will cooperate fully with them in the processing of my charge in accordance with their procedures.

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

5/17/2021
Date

[redacted]
Charging Party Signature

NOTARY – When necessary for State and Local Agency Requirements

I swear or affirm that I have read the above charge and that it is true to the best of my knowledge, information and belief.
SIGNATURE OF COMPLAINANT

SUBSCRIBED AND SWORN TO BEFORE ME THIS DATE
(month, day, year)

[redacted]

EEOC Form 5 (11/21)

DocuSign Envelope ID: 3A1A400E-130C-418A-AAC8-FDAA623D8A48

EEOC Form 5 (11/09)

CHARGE OF DISCRIMINATION

This form is affected by the Privacy Act of 1974. See enclosed Privacy Act Statement and other information before completing this form.

Charge Presented To: Agency(ies) Charge No(s):

- [ ] FEPA
- [X] EEOC

and EEOC

State or local Agency, if any

THE PARTICULARS ARE *(If additional paper is needed, attach extra sheet(s))*:

I made one (1) negative, non-sexual comment to myself and the Front Office Manager in the privacy of her office. Then, on January 14, 2021, Respondent promptly terminated my employment. Respondent further designated my end of employment as a resignation instead of a termination to avoid compensating me in accordance with my employment contract.

Based on the foregoing, I believe I have been subjected to disparate terms and conditions of employment because of my sex, female, in violation of Title VII of the Civil Rights Act of 1964, as amended, ("Title VII").

I want this charge filed with both the EEOC and the State or local Agency, if any. I will advise the agencies if I change my address or phone number and I will cooperate fully with them in the processing of my charge in accordance with their procedures.

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

5/3/2021

Date

DocuSigned by:
Amber Whitfield
Charging Party Signature

NOTARY – *When necessary for State and Local Agency Requirements*

I swear or affirm that I have read the above charge and that it is true to the best of my knowledge, information and belief.

SIGNATURE OF COMPLAINANT

SUBSCRIBED AND SWORN TO BEFORE ME THIS DATE
(month, day, year)

FILED
2026 Mar-05 AM 10:00
U.S. DISTRICT COURT
N.D. OF ALABAMA

Evid to Motion for Summary Judgment - Exhibit 34.PART One

In The Matter Of:

HANSEL NOFFSINGER v.

CULLMAN REGIONAL MEDICAL CENTER, INC.

HANSEL NOFFSINGER, M.D.

October 7, 2025

Jacqueline B. Careathers,
CCR, RPR
256.508.7499
jcareat@hiwaay.net

Min-U-Script® with Word Index

IN THE UNITED STATES DISTRICT COURT

FOR THE NORTHERN DISTRICT OF ALABAMA

NORTHEASTERN DIVISION

HANSEL NOFFSINGER, Plaintiff, -vs- CULLMAN REGIONAL MEDICAL CENTER, INC., Defendant.) Case No. 5:24-cv-00900-LSC

* *

VIDEOTAPED

DEPOSITION OF HANSEL NOFFSINGER, M.D.

October 7, 2025

9:32 a.m. CST

Mountain Brook, Alabama

* *

A P P E A R A N C E S

For the Plaintiff:

Mr. Allen D. Arnold
ATTORNEY AT LAW
6 Office Park Circle
Suite 209
Mountain Brook, Alabama 35223
ada@allenarnoldlaw.com

For the Defendant:

Mr. Robert C. Lockwood
LOCKWOOD & ASSOCIATES, INC.
527 Fountain Row, Southwest
Huntsville, Alabama 35801
robert@lockwoodlawyers.com

Also Present:

Ms. Lisa Courtney
Mr. Wesley Sparkman
Videographer
Mrs. Jacqueline B. Careathers
Court Reporter

I N D E X

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2022 and 2023 W-2 and Earnings Summary

Exhibit 51 .....
July 24, 2024, Email from Jennifer Malone to Lisa Courtney, Cullman Regional 002770

Deposition of HANSEL NOFFSINGER, M.D., taken pursuant to the Federal Rules of Civil Procedure, before Jacqueline Bufford Careathers, Certified Court Reporter #305, Registered Professional Reporter, and Notary Public, State of Alabama at large.

By agreement of the parties, all formalities required by the Federal Rules of Civil Procedure pertaining to the taking of depositions are waived.

The parties hereto further respectively reserve all objections as to the admissibility of any questions asked of the witness or any answer elicited from the witness until such time as the deposition, or any portion thereof, is offered in evidence on the trial of the above cause, except that objections as to the form of the questions asked must be made at the time of the taking of the deposition or otherwise such objections are hereby waived.

On Tuesday, October 7, 2025, at 6 Office Park Circle, Suite 209, Mountain Brook, Alabama, came before the undersigned authority HANSEL NOFFSINGER, M.D. who, being by me first duly sworn to speak the truth, the whole truth, and nothing but the truth, testified as follows:

THE VIDEOGRAPHER: All right. We are on the record. Today is October 7th, 2025 at approximately 9:32 a.m. Central Standard Time. My name is Wesley Sparkman and the court reporter is Jackie Careathers, sorry. This is the video deposition of Dr. Hans Noffsinger which was noticed by Robert Lockwood in the matter of Hansel Noffsinger v. Cullman Regional Medical Center, Inc., in the United States District Court for the Northern District of Alabama, Northeastern Division. Civil Action Number 5:24-cv-00900-LSC. Counsel, please identify yourselves --

MR. LOCKWOOD: That's a Coogler case. That's weird.

MR. ARNOLD: It was a Coogler case.

MR. LOCKWOOD: That's a weird case number. I'm sorry, Robert Lockwood.

MR. ARNOLD: Oh, Allen Arnold for the Plaintiff.

THE VIDEOGRAPHER: Would the court reporter please administer the oath to the witness.

(Witness sworn.)

THE WITNESS: I do.

THE REPORTER: Usual stipulations?

MR. LOCKWOOD: Yes, ma'am.

EXAMINATION BY MR. LOCKWOOD:

Q Please state your name.

A Hansel Noffsinger.

Q Dr. Noffsinger, right?

A It is.

Q Okay. Dr. Noffsinger, have you ever given a deposition before?

A I have.

Q Okay. Tell me what the

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circumstances were where you gave a deposition.
A One in a divorce.
Q Okay.
A And then one in a malpractice case.
Q Okay. How long ago was your divorce case?
A Oh, wow.
Q About.
A About '90, 1990.
Q And then when was the malpractice case?
A About ten years ago, maybe 11 years ago, something like that.
Q Okay. And where did that occur? Where was that case?
A Louisville, Kentucky.
Q Okay. So I think it's fair to say it's been a while since you've given a deposition, at least.
A Yes.
Q Okay. So just sort of go

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through some of the basics. You understand you're here to answer some questions today about a lawsuit that you filed?
A Yes.
Q And you're doing a great job so far. We've got our court reporter, Jackie, here. And she is taking everything down that we say on paper. So whenever possible, if you could give a verbal answer, I'd appreciate it. All right?
A Um-hum. Yes.
Q I just got you. This is something that happens in everyday speech and in every deposition I've ever taken. Everybody is used to head shakes, um-hum's, and huh-uhs. They just don't come out well on paper.
A You want English language.
Q That would be nice, thank you. You can already tell sometimes I can be a little long-winded and you can see where one of my questions is going and be tempted to jump in and answer. If you let me spit it

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out, I'd appreciate it. Okay?
A I'll do what I can.
Q Yes, sir. Same thing, if I interrupt you as you're answering a question, let me know and I'll shut up and let you get done. Okay?
A Yes.
(Defendant's Exhibit 1 was marked for identification, copies attached hereto.)
Q All right. Perfect. I'm just going to go on ahead and hand you -- I think this is an older version of your CV that came out of your personnel file at Cullman Regional.
A Right.
Q Would that have been the version of your CV as it existed, I guess, prior -- immediately prior to your employment with Cullman Regional?
A As best as I can tell from looking at this, you know, shortly.
Q Okay. Fair to say, are you

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licensed to practice medicine in Alabama?
A I was.
Q Okay.
A I'm retired now.
Q All right. When did you retire?
A The exact date, it was in June of this last year.
Q Of 2025?
A Yes. No --
MR. ARNOLD: No.
A 2024.
Q 2024?
A Yeah. My apology.
Q Okay. Basically, Southview --
A Yes.
Q -- in Hanceville was your last employer?
A Right.
Q We'll talk about that later. And so you did submit a CV to Cullman Regional before you went to work there, didn't you?
A I did.

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Q Up -- Well, let me ask you this: When did you -- I guess you gave up your license to practice medicine when you retired. How did that work?
A I retired, right.
Q Okay. And then do you have to inform the Board of Medical Examiners that you're retired, or how does that work?
A I did.
Q Okay. And so do you remember when your license to practice medicine ceased to be in effect?
A January, I think January 1st of this year, you know, the year after.
Q Okay.
A It was active up until the time when I did not renew it.
Q Okay. So January of 2025, roughly?
A Right.
Q Just looking at your CV, it looks like you were practicing in a solo practice at St. Vincent's Primary Care East

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immediately before you went to work at Cullman Regional?
A I did.
Q All right. Why did you want to leave St. Vincent's and go to Cullman?
A St. Vincent's -- in a short answer, St. Vincent's brought me down because they knew I was a very popular and busy doctor. And they had a lot of family practice residents who had PTSD from working in the urgent care clinics. They brought me down to build a practice and be a mentor for those family practice doctors to show them how successful and positive a practice could be.
And when I interviewed and was accepted for the job, they had one administration at St. Vincent's, and by the time we got down here and found the right property for family, that administration had moved on and another administration had come in, and they were not in favor of the program that that brought me in for originally.

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Q Let me go through that a little bit. You said they brought you down. You were up in Kentucky practicing medicine?
A Louisville, um-hum.
Q Louisville?
A Yes, Louisville, Kentucky, right.
Q And I guess did St. Vincent's recruit you to come down from Louisville?
A They did.
Q And you were going to start a practice, it sounded like, specializing in helping folks with PTSD?
A No, it was primary care, internal medicine. But they wanted a practice for these family practice residents to see and maybe me mentor them and they could shadow me, you know, of what a real normal outpatient practice is like.
Q Okay. So you moved from Kentucky down to the Birmingham metro area, I guess?
A Correct.

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Q You said found the right property. Where did you find some property?
A Chelsea.
Q Okay. So you moved from Kentucky down to a home in Chelsea, correct?
A Correct.
Q Started practicing at St. Vincent's?
A Correct.
Q Have you lived in Chelsea continuously since you moved from Kentucky?
A I have.
Q So you would commute in to St. Vincent's when you were working there, correct?
A Yes.
Q And then you would commute to Cullman Regional when you were working there?
A Yes.
Q All right. Did you ever have

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any other residence or apartment or anything in that Cullman/Hanceville area when you were working up there?
A I did not.
Q Tell me about this change in administration at St. Vincent's. What changed that made you want to move on?
A They -- When I came in, they were not in favor of the program, and the practice was taking time building up, as it always does from scratch. And at one point in the contract they had agreed to give me a bonus within 30 days of me arriving, and the bonus did not show up. So I asked them, I said, what about the bonus? So I had to get into that. And then later they decided to let me go.
Q So they terminated your employment?
A They did.
Q Okay. And what was the grounds for termination of your employment?
A They did not give me one. They

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-- they had a -- I came in one day with what I consider brain fog. I'm diabetic. And so instead of sending me to the ER to check me out, look for a stroke or such, they had a team of people come in and do a drug screen on me, clip my hair, had me provide a sample of urine with a witness.
And through all that, and I was placed on leave until that was finished. And then when it was -- came back totally clean from their standpoint, they said, well, your drug screen came back clean, but we are going to let you go. And that was it.
Q Did you commence any legal proceedings against St. Vincent's arising out of your termination?
A I spoke with a employment attorney.
Q All right. I don't want to know what you talked to your attorneys about. That's all attorney-client privilege. You consulted a lawyer but didn't sue; is that fair?

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A Yes.
Q Okay. Did you believe that your termination was discriminatory in any manner from St. Vincent's?
A No.
Q Did you retain an attorney to help secure you -- secure this bonus that they had promised to pay you?
A No, I confronted them about that, and they did give me the bonus.
Q Okay. Have you ever been terminated from any other position other than at St. Vincent's?
A No, not that I'm aware of.
Q Were you ever issued any written reprimands while you were employed at St. Vincent's?
A No, not that I'm aware of.
Q To your knowledge, have you ever been issued a written reprimand at any of your employers?
A Not that I recall.
Q Have you ever lost privileges at

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any hospital?
A No.
Q Have you ever had any issues of up-coding or miscoding at any other employment?
A I think any -- any time -- I don't remember any pattern to it, but they always -- well, I shouldn't say always. They generally have coding specialists, and they may come by and talk to you about your coding and billing.
Q Okay. Did anybody -- Did any coding specialist at St. Vincent's ever come by and talk to you about your coding and billing?
A No.
Q About how long did you work at St. Vincent's?
A Oh, my. Four months, five months maybe. I don't recall exactly.
Q And then it looks like you were working at Baptist Medical Associates in Louisville prior to that?

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A Yes.
Q For about nine years?
A Yes.
Q Did you speak with any coding specialist about your billing practices while you were at Baptist Medical Associates?
A I did.
Q Okay. What do you --
A I'm sorry to interrupt you.
Q No, you can see where I was going. What do you recall about that?
A I had a very large practice there. And so large that they decided to employ a billing specialist out of -- I think I want to say South Carolina or some place of that nature. In South Carolina. And she would audit my records.
Q And what were the -- do you recall any of the results of any of those audits that she did?
A No. But they had it set up whereby I had to have a certain score, I believe, to get paid and get the bonuses and

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so forth. And Baptist -- I had a contract where I was so busy, in the higher end of pay because of my production and number of patients that I had, that they decided to -- that at one point two months before the end of my year in one of my contracts at Baptist, the money ran out.

And I asked them, what are we doing here? And there was a limitation on how much I could make per year at Baptist. So they amended it, a new contract, whereby I could make more. But the more I made, the more money they took away automatically.

Q Why did you decide to leave Baptist Medical Associates?
A We -- we had moved up there to take care of my parents, and then we wanted to come back to Alabama to practice. And sailing.
Q I'm sorry, say that --
A Sailing. I like to sail.
Q Okay. Is sailing better in Alabama than it is in Kentucky?

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A Well, it's better than the Ohio River.
Q Okay. Fair enough. Where do you sail around here?
A I've got a boat at Lake Martin.
Q Okay. At any of your prior places of employment you ever had any issues raised about inappropriate interactions with your patients?
A What do you mean by that?
Q Well, certainly, you're aware that at least some of the patients at Cullman Regional --
A Right.
Q -- accused you of inappropriately touching them in the course of exams, right?
A Right.
Q You ever had any of those kind of allegations anywhere else?
A I had one patient I know of at Baptist complain about my breast exam. And the medical liaison, the physician who's over

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us, asked if there were a witness in the room. I said yes, they said that's fine.
Q Other than that allegation at Baptist Medical, have you had any similar allegations at any other employment?
A Not that I recall.
Q And, obviously, your lawsuit today is about age discrimination, right?
A Yes.
Q Have you ever suffered age discrimination with any other employer?
A No.
Q Have you ever suffered discrimination of any kind?
A No.
Q Have you ever been a party in a lawsuit before, sued somebody, been sued? We talked about your malpractice case.
A Other than the malpractice case, no.
Q Have you ever threatened to sue any prior employer?
A No.

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Q When you were consulting with an employment lawyer after St. Vincent's, do you know if that lawyer sent any letters to St. Vincent's on your behalf?
A He negotiated with them about the payment.
Q Okay. Is that about the bonus payment or something else?
A No, the bonus payment I got on my own. But they were -- I think the way I interpret this is that they had already made up their mind not to have this program, but without me coming down and working some, it would look like fraudulent inducement, so they kept me there enough to get through that.
Q Was there some kind of monetary settlement with St. Vincent's?
A There was.
Q All right. What was the amount of that settlement?
A I think extended my pay period how much, you know, the three months. And I

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I think, if I'm not mistaken -- don't know the exact amount, but I think it was around 59,000.
Q And I assume you had to sign a settlement agreement with that?
A I -- I assume. I don't recall.
Q Do you know if you have a copy of any settlement documents at home related to your St. Vincent's settlement?
A Probably do. My wife probably does. And I remember signing something that this was, you know, this -- this was it.
Q Full and final settlement of everything?
A Right. Close the -- finish it, close the doors.
Q How did you find out there was a job opening at Cullman Regional?
A Recruiters.
Q Do you remember the name of the recruiter?
A Oh, no. There are so many -- I still get recruiting. My favorite word I put

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in is "retired."
Q Okay. So I assume you got called by a recruiter. What happened next?
A We -- at some point Lisa and I talked.
Q Lisa Courtney?
A Right. And so I drove up there and we met.
Q When you're getting recruiting like that as a doctor, do you actually have to fill out a job application?
A You don't. I think pretty much you give your CV and you discuss things.
Q All right. Do you remember any -- talking with anybody other than Lisa Courtney before you went up and visited Cullman Regional?
A With anybody in what regard?
Q Anybody at Cullman Regional about the job.
A No. I talked to Bill Smith at one point.
Q All right. And he is -- that's

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Dr. Smith, right?
A Yes, I'm sorry.
Q Chief Medical Officer?
A Correct.
Q All right. Do you know if that was before or after you visited the hospital for the first time?
A I think it was after.
Q Okay. Tell me about that first visit up at the hospital. How did it go?
A It was fine.
Q What did you do?
A My wife and I were there, and we met -- Dr. Smith met us up there, and I think Lisa was up there, but I don't recall exactly. And we met one of the doctors who was going to be a partner of mine, who later did not. She moved on to urgent care with her husband.
Q She moved on to where?
A Urgent care at the Cullman Regional with her husband.
Q What was her name?

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A I don't recall.
Q Okay. So it sounds like your first visit was basically a recruiting visit to let you see the facilities?
A Yeah -- yes. I got a review and they walked me around, showed me everything.
Q Okay. Did they have office space already set up for where your practice was going to be?
A They did.
Q All right. Did they show you that?
A Yes.
Q Did they have any other staff in place for the practice at the time?
A They had staff that were already working there that were helping me, once I got started.
Q Sure. Were there any other physicians actually employed when you went up for this initial visit?
A Employed? In what regard?
Q Were there -- was the clinic up

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and -- Was the clinic -- I'm talking about -- By the way, is it accurate to call you family practice, internal medicine? I want to get it right.
A Internal medicine.
Q Okay. But this was basically a family practice clinic, correct?
A Primary care clinic.
Q All right. Did they have any other physicians employed at the primary care clinic?
A The one female that I mentioned. I don't recall her name.
Q She was an employee at that time, but by the time you got there she had moved to -- did you call it the R.G. Clinic?
A Urgent care.
Q Urgent care.
A They have an urgent care clinic.
Q Okay. So they had one doctor employed when you came up for your recruiting visit.
A And that, for that practice they

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had Dr. Villar who was employed with them, too, I think normally worked the South Clinic. And when I started working there, he was there as well.
Q At the South Clinic or --
A North Clinic, the one where I started.
Q All right. And I want to get to that in a minute, but I just want to keep it in the timeline. So did you meet -- On your first what I'm calling a recruiting visit, did you meet any of those office staff for Dr. Villar at the North Clinic?
A I met two receptionists who were there at the time. I walked by and said hi, nice to meet you, and that was it.
Q How long would you say that first initial visit lasted?
A An hour.
Q And then I guess you just drove home and then sometime had a follow-up visit. Or what happened next?
A Somewhere in all that process,

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right.
Q All right. Do you remember -- I assume did you have a return visit to the hospital before you were hired?
A I don't recall exact details of that, but we did. We had one visit where my wife and I met with Lisa in the office. And I had -- there may have been other visits.
Q Other than Lisa Courtney, did you interact with anybody else from hospital administration in that hiring process?
A Dr. Smith.
Q So we got Dr. Smith, we got Lisa. Any other members of administration?
A There may have been, but not that I recall.
Q All right. You told me you remember a meeting with Lisa, I guess. Was your wife present also during that meeting?
A She was.
Q Tell me what you can --
A One of the meetings.
Q Tell me what you can remember

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about that meeting.
A We talked about my practice, what I liked to do as far as patient care. We talked the contract. We talked about her schooling at Mississippi School for Women, MW, I think they call it. We talked about general life, you know, our love for dogs and things of that nature.
Q Is there anything else that stands out to you about that initial meeting with Lisa?
A Not that I can think of.
Q During that meeting did she tell you they were going to offer you a job?
A I don't recall that.
Q Okay. Y'all did discuss a contract, though?
A We did.
Q What do you remember discussing about the contract?
A She showed me the contract. I took it home, looked it over, and the contract initially had, I think, 75th

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percentile on the contract as far as what I could reach. And I know that my patient volume and my energy to take care of my patients is very high. And I explained to Lisa that I could probably bypass that 75th percentile and that, you know, so we needed to adjust the contract.
Q All right. Explain for anybody who's going to be reviewing this later on what it means to be in the 75th percentile.
A 75th percentile, from my understanding, is doctors around the country, where they stand in production, in revenue build up.
Q Okay.
A And number of patients and so forth.
Q And how did that 75th percentile tie into the draft contract that you first received?
A Right. My initial base pay was 275,000. And to reach the 75th percentile, from what I studied, looked at, would be

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304,000 max.
Q Okay.
A And I explained to her that I would probably get beyond that, and I did.
Q Okay. And so did Lisa make changes to the contract based upon your conversation with her?
A She did.
Q What were the changes?
A She kept trying -- at first she tried and the lawyers would send it back, say, nope, we can't make these changes. Finally, she did. She put in her own -- typed in her own changes. It was no limit on how much I could make.
Q Okay.
A That I remember. And I would be paid bonuses based on production and amount of patient care.
Q Other than Lisa Courtney, did you negotiate with anybody at the hospital regarding the terms of your initial contract?
A Not at this time that I recall.

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The CFO may have -- The only time I remember meeting the CFO at this time was after I was already on board, and he was excited, he told me, to have me there.
Q And who was that?
A I don't recall.
Q So I guess you knew basically already, going back and forth with Lisa, they wanted to hire you, right?
A I think they did, yes.
Q All right. And then, obviously, y'all finally got to a contract that both parties could agree on and you signed, correct?
A Correct.
(Defendant's Exhibit 3 was marked for identification, copies attached hereto.)
Q Let me hand you Exhibit 3. I skipped two, sorry. We'll come back to it later. Yeah, all these, don't walk off with them. They all belong to Jackie.
A You can have them all.

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Q All right. Does Exhibit 3 appear to be a copy of your initial contract with Cullman Regional?
A As much as I can tell from the brief review of it.
Q Certainly, if I flip all the way to page 15 to the next-to-the-last page, that's your signature, correct?
A The next-to-the-last page. That's me.
Q Okay. Now, when we are talking about the 75th percentile, I think looking in at page four of this agreement is the discussion of compensation.
A All right.
Q And that doesn't directly mention anything about the 75th percentile, so I just want to make sure we are clear on the record. It does talk about $275,000 is your base compensation, correct?
A Correct. The original contract had 75th percentile in there. We took that out because the ceiling on my production

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would be -- I would reach that fairly quickly.
Q Okay. And so y'all basically, instead of 75th percentile, you negotiated a base salary plus a bonus, correct?
A Correct.
Q And that bonus was based upon RVU's, correct?
A That's correct.
Q Those are revenue value units, correct?
A Correct.
Q Explain to me what an RVU is.
A It's a unit that they use, as best I can tell you, because I'm not an expert on this. I've been one that, you know, works with them but doesn't decide how the payout is. It's a relative value unit of care on a patient per visit. And from my understanding, every type of doctor uses them. And the more complicated the visits, the higher the RVU charge, normally.
Q And RVU's are essentially a

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metric used by Medicare and private insurance payers, correct?
A That's correct.
Q And so basically every time you would treat a patient, an RVU would be assigned for that, or RVU's would be assigned for that treatment?
A Correct.
Q And so basically the contract, the way the contract works is once you hit a threshold of a certain number of RVU's, then you would get a bonus, correct?
A Correct, initial contract.
Q Yeah. The initial contract was 5,085 RVU's, correct?
A Yes.
Q And that was annually?
A Yes.
Q Did y'all negotiate what that number would be? How did y'all get to 5085?
A I think that matched up to the base salary.
Q Okay.

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A I think if you took the base salary and divided, you know, into that, it would be how that works.
Q Okay.
A So once I get to the base salary and I've paid for myself with that base salary, then everything else would be bonus on top of that.
Q So Exhibit 1 (sic) is dated on the front page January 31st. Is that the actual date that you signed that?
A Yes.
MR. ARNOLD: Are you talking about Exhibit 3?
MR. LOCKWOOD: Exhibit 3. What did I say, one?
MR. ARNOLD: One.
Q All right. I apologize. It's Exhibit 3.
A Yes.
Q Where were you when you signed that agreement?
A I don't recall. Probably, at

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her office, or maybe at home. I don't know.
Q It's -- on the next-to-the-last page it's also signed by James Clements who's the President and CEO. Was it already signed when you signed it?
A Oh, I don't recall that.
Q I assume they gave you a copy of the agreement?
A Yes.
Q What did you do with it after you got that copy?
A Just filed it away.
Q So I guess you got a filing cabinet at home somewhere with agreements related your employment?
A Her name is Pam, my wife. Yes.
Q You hand her the paperwork and she magically keeps it arranged somewhere?
A She does.
Q Do you have any idea how she organized any of that stuff at home?
A She's got it organized.
Q Okay. It's fair to say, you

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don't know how she has it organized?
A If I need something, I will ask her, where is my -- and she'll get it for me.
Q Fair enough. Okay. Did you start work on April 1st of 2020?
A I think so, yes.
Q And when you were hired Cullman Regional actually announced that to the public, right?
A They did.
(Defendant's Exhibit 4 was marked for identification, copies attached hereto.)
Q Exhibit 4 is a couple of announcements. The first couple of pages, the first five pages look like a announcement that went out in the newspaper. Do you remember that happening?
A I do. They were doing marketing to get me started.
Q Great. Tell me about this marketing they did to get you started.
A All I remember is that I went to

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some building, I think it was in Cullman, and they photographed me in different, you know, with a different -- they had a white lab coat and they photographed me, and then this photograph right here and so forth. I don't remember details of which photos were which.
Q Got it. And, obviously, this is on video, but because we also have paper, when you said "this photo right here," you're talking about the photo on the front page of Exhibit 4?
A On Exhibit 4, yes. And I have lost weight since that.
Q Okay. So I have. So, actually, I'm looking at it, this is on -- comes out on MyCullmanTV.com. Did you do any TV interviews when you first got hired?
A Not that I recall.
Q The second part of Exhibit 4 looks like there is also a Facebook announcement from Cullman Regional. Do you remember them putting you out on -- on Facebook?

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A They may have. I don't do Facebook.
Q All right. Do you do any social media?
A No.
Q Have you ever had any kind of Facebook, Instagram, Twitter account?
A No. I wouldn't even know how to start. I did -- I take that back. I apologize. I did start a Facebook, my apologies, for a model train company, and it's with Polk Hobbies. And I tried to sign on, and then it locked up, and I never went back to it again. Never tried to get another password or change. So the only reason I ever had Facebook was for my model trains.
Q Tell me everything that you remember, other than getting your picture taken, that Cullman Regional did to market your new practice.
A I don't recall any specific details, but I think they let the public know that I was here, a new doctor here.

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Q Do you remember any of the names of any of the employees you worked with to market your new practice?
A No, I don't. I'm sorry.
Q Where did you go on your first day?
A Where did I where?
Q Where did you show up to work?
A On the, I believe it was the fourth floor, and in an office.
Q Okay. Was this the same office that you had visited previously on what I call the recruiting visit?
A I think it was, yeah.
Q Okay. Do you remember how many employees were -- Is it all right if I call that the North Clinic?
A Yes.
Q Do you remember how many employees were at the North Clinic your first day?
A I remember we had a nurse practitioner. I'm assuming she was employed

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at the time. Her name was Cindy Hawkins. We had a receptionist, one or two of them. I don't remember their names at this time. And then we had a medical assistant named Trish who was helping me.
Q Were there any other staff working at the North Clinic?
A There may have been.
Q That you remember.
A Right offhand, not -- no. I wasn't thinking in terms of counting how many staff. I was just simply thinking, okay. Whoever can help me with this or that and, you know, the team work approach.
Q When you were being recruited was the pitch somewhat similar to St. Vincent's? We want you to come in and mentor a group of young primary care providers that we are going to hire?
A Not the same way as St. Vincent's did. They needed physicians there, and they were looking for internal medicine doctors. And Lisa told me in one of the

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meetings that the Board wanted her to find an internal medicine doctor. And her comment to them was, "Would you like me to make diamonds while I'm at it?"
Q And what did you take that to mean?
A We are more rare and hard to find than perhaps family practice.
Q Got it. So I take it she was enthused about your willingness to come to work there?
A I think so.
Q Did you have any kind of official position at the North Clinic, or were you just a doctor?
A I think doctor.
Q Not a medical director or manager or anything like that?
A No, not that I'm aware of.
Q And then Dr. Villar, was he still at the South Clinic?
A I don't know his arrangements, but when I was first there he was there

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seeing some patients.
Q Okay.
A And then he disappeared.
Q Okay. Were there any other physicians working at the North Clinic on your first day?
A Dr. Villar, I think I remember. Other than him in that clinic, on our side, not that I recall.
Q And then when you first started working for Cullman Regional, who was your boss? Who did you report to?
A Lisa Courtney.
Q When you first started was there a practice manager for the clinic?
A They -- I don't believe they had one, so Lisa filled in. She set up a desk in the -- in the -- near the reception area.
Q Okay.
A Where we worked at first.
Q Okay. How long after you started did the hospital hire a practice manager?

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A I don't recall.
Q Roughly?
A Maybe a few months.
Q Okay. And who was that?
A I think it was Stacy Graves at the time.
Q Now, do you know what Lisa Courtney's official position was when she hired you?
A I may be incorrect in saying this, but I think she was Vice President of the system.
Q Do you know -- do you know who her boss was?
A If I understand correctly, James Clements.
Q And he's the President and CEO?
A CEO, yes.
Q And when you started working, how would your schedule get set? Were you five days a week? How did that work?
A Four days a week.

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Q All right. Monday through Thursday, or how did that work?
A Correct.
Q All right. Who determined that would be your schedule?
A We all did. We -- they approved of it.
Q Okay.
A I needed -- because of the drive and the time, I took Friday off to help work on chart notes eventually and so forth.
Q Okay. So you started work roughly April 1, 2020. Tell me about your first year on the job. How was it?
A Busy.
Q Why?
A Well, many reasons. One, I was learning the ways around, and having to teach my staff how we did things and what my patients needed for the ultimate care. And a lot of patients that I met had what I considered to be medical gaps in care because of a shortage of doctors, or at that time at

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least. And I had some very, very complicated patients. Very complicated. And I think I told her that, too, and showed her some of my notes, how many problems were in the notes.
Q All right. Do you remember about when you showed Lisa those notes?
A First few months.
Q All right. And what was her reaction when you showed her those notes?
A If I remember correctly, her eyes got big.
Q She was surprised or --
A Well, I would show her one note I remember, I think there was over 20 some-odd problems in one note.
Q Okay. And she was --
A I said, "This is what I'm dealing with. This is how complicated these patients are."
Q Okay. And was she supportive of your treatment in helping them?
A Very. Very.
Q During that first year did the

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hospital hire other physicians for the primary care clinic?
A The exact timeline, I don't recall the timeline. But they did hire the physicians after me.
Q Okay.
A And I met some of them to help recruit them to come in.
Q Okay.
A You're talking about for primary care?
Q That's right. I'm talking -- I'm just talking about -- The only area you worked in was primary care, right?
A She brought physicians back from other specialties for me to meet, to give them an update of how I was doing and how nice it was.
Q And I guess also as a primary care doctor, you'd be referring to the specialists?
A Correct.
Q And if you're all going to be

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employees, it's good to set up that kind of network within the hospital, right?
A Yes.
Q All right. Do you remember the names of any of the physicians who were hired, roughly, during that first year?
A Gonzales somewhere in that process. And then I think Studdard was in there, Dr. Studdard. And I -- I did not meet Gonzales before, and I met Studdard beforehand. And then later came Alam, Dr. Alam, and Dr. Brimer, and also a Dr. Whitfield.
Q And did Lisa Courtney ask for your assistance in recruiting Studdard, Alam, Brimer, and Whitfield?
A She did with Whitfield and Studdard. I never met Brimer or Alam before they came on board. I did not know about them.
Q And did you have any role other than assisting in recruiting in hiring any of these physicians?

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A Not that I'm aware of, no.
Q Did you participate in any interviews with any of them, or other than just when they'd come by the clinic you'd talk to them about what was going on?
A No, I did not interview them officially. In fact, the only thing I did was get to know them in a casual conversation.
Q What about the staff employees at the clinic. I assume the hospital was hiring staff employees, too?
A Right. And I don't recall if I -- I think I did interview them, but I don't think I was the deciding factor in whether they got hired on or not.
Q Okay.
A I think it was more of meet and greet.
Q Okay. Tell me about the staff that you had working directly with you. How many folks worked on your patients with you?
A At one time or in the entire

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process?
Q I assumed that you liked to have a team of a certain size of people that worked with you. And if I'm wrong about that, just sort of educate me.
A Yes, I was very, very busy as a doctor. Had a high energy for taking care of a lot of patients. And so for that reason, generally because of my volume of my practice, required more than one medical assistant to help me.
Q Okay.
A Now, generally, usually had, after I got started a few months, had two medical assistants or a medical provider help at all times.
Q So it sounds like they started you off with one but gradually you moved into having two assistants?
A Right, I was considered a super user.
Q Were these assistants, were they RN's, or what -- licensed practical nurses?

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What were they?
A I'm sorry to interrupt you.
Q That was a bad question. You understand where I'm going. Go ahead.
A Yes, initially, they were -- they were not RN's initially. They were medical assistants.
Q Okay. Did you transition to RN's at some point?
A I -- we -- near the end I had one, the same medical assistant I had early on throughout, and then I had one RN.
Q Okay. Probably be a good idea for me to ask. Let's start with medical assistants. Do you remember -- I just want you to tell me all the names of those that you can remember.
A Right. Whitney Buettner. Do you want me to spell that?
Q Yeah, I know -- Yeah.
A It's a German name.
Q Yeah. It's actually spelled like Beut-ner, right?

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A Yes, B-U-E-T-T-N-E-R.
Q All right. Who else?
A Rebekah, with a K. Rebekah Hill.
Q Any others?
A Initially, Trisha or Trish, but she -- she was already there and I think working with the other end of the clinic at the time.
Q Okay. Do you remember her last name?
A No, I don't. And later on then -- And then when I moved to the other side after they remodeled it and they expanded the clinic, and I moved to the other side, they brought in later a nurse who transferred, I think, from -- I think she transferred from urology, and her name was Connie Newsome. And then I also had one named Courtney Mann who helped at one time.
Q Is Courtney a nurse or a medical assistant?
A Oh, I'm sorry. The only nurse I

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had was Connie Newsome.
Q So Courtney Mann was another one of your medical assistants?
A Correct.
Q But, generally, you liked to have two people assisting you?
A Yes. I think Cullman realized with the volume of my patients and the load that we needed two. I saw more than the average --
Q Sure.
A -- there at that clinic down the road.
(Defendant's Exhibit 5 was marked for identification, copies attached hereto.)
Q There is Exhibit 5. That's a copy of your EEOC charge. And I'm interested in paragraph five that says, "On his first day of work, Dr. Shadeem Alam, a newly-hired physician told me, 'I hear you're about to retire.' This was not true and I informed Dr. Alam I had no intention of retiring." Do

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you remember approximately when that conversation would have occurred?
A I do. It was his first day of work. His office was next to mine. And I walked in and I said, "Hey, welcome to the practice." "Hey, thanks. I hear you're about to retire." And I was shocked, taken aback, that the first sentence out of his mouth, besides thanks, is "I hear you're about to retire."
Q Sure. Do you remember when he started work?
A I don't know when he signed the contract or the contract started, but I don't remember the date.
Q Okay. Do you remember the month?
A No.
Q I assume this would have been 2021?
A Probably. But, you know, these are -- I remember the events, but not necessarily the exact time and schedule.

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Q And did you ask Dr. Alam who told him that you were getting ready to retire?
A I wish I had. I did not.
Q Did you ever ask him who told him -- who told him that you were going to retire?
A I was so shocked that I went to my office manager and I went to my medical assistants and said, "You will not believe what he said, the first sentence."
Q I got that. But did you ever ask him, hey, who told you that?
A We didn't get back into that, no.
Q Okay. And then your office manager was Stacy Graves, right?
A Correct.
Q Your two assistants were Ms. Hill and Ms. Buettner, correct?
A Yes.
Q Were they -- Did you -- Were they all together at once when you told them

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this, or did you go to them individually? How did that work out?
A From what I recall, they had their work stations -- my two medical assistants had their work stations, and I walked to them and I said -- I walked out of his office and the first thing I did was went over to them and said, "I just met Dr. Alam and you will not believe what he just told me." And then I walked down the hallway. Stacy Graves' office was on the other side where they had expanded the practice, and I told her that.
Q When you say "the other side," across the hall?
A They put a hole through a wall and put a doorway in and built, expanded around, remodeled another part of the clinic. So it was mirror image, basically, of what we had at the other side.
Q Okay. Sounds like they doubled the size of the practice, effectively?
A Probably more than that, yes.

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Right.
Q What did Ms. Graves say when you told her that?
A Wow.
Q Did she say anything else?
A No. She said, "Are you sure he said that?" I said, "I'm sure he said that."
Q What about Ms. Graves and Ms. Buettner. What did they say?
A You mean Hill?
Q I'm sorry, Ms. Hill and Ms. Buettner.
A Their eyes, "Really?" I said yeah.
Q Is there anything else that you can remember Ms. Hill, Ms. Buettner, or Ms. Graves saying about Dr. Alam and the retirement comment?
A No.
Q Did you ever mention that comment to Lisa Courtney?
A I did not, that I recall.
Q Did you mention that comment to

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anybody in administration other than maybe Ms. Graves?
A No, not that I recall.
(Defendant's Exhibit 6 was marked for identification, copies attached hereto.)
Q There is Exhibit 6.
A You want these?
Q Just keep them all in a stack. And we'll -- I might want to pull the charge out. We'll come back to that one.
A Which one?
Q The EEOC charge.
MR. ARNOLD: Number 5.
Q Just set it off to the side. We'll come back to it later on.
A Sure.
Q This is a memo from Cullman Regional Administration to you dated March 18th of 2021. Did you receive a copy of this document?
A I don't recall.
Q Have you seen this document

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before today?
A I remember some documentation about this visit we had.
Q About a visit that you had -- well, the first --
A The meeting we had about my inappropriate joke telling.
Q Got you. And, in fact, the first sentence says there was a conversation with Colin Luke, Pam Brown, Lisa Courtney, and you on March 11th of 2021. Do you remember having a meeting with Colin Luke, Pam Brown, and Lisa Courtney?
A I do.
Q Okay. Was there anybody else present for that meeting other than the four of you?
A I don't recall.
Q Do you remember where it was?
A I think it was in the conference room. The same room I was terminated in.
Q Okay.
A I think that's where it was.

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Q And do you recall that meeting being about inappropriate comments that you had made in the workplace?
A I do.
Q Tell me everything you remember about the meeting.
A Well, I came down and they were seated around, just like we are, but it was a bigger table. And they brought up the accusations from these females of -- that worked with -- well, Dr. Whitfield and her staff. And they brought up the -- their accusations and asked me if I told those jokes, or off-color jokes.
And I didn't go into details in reading the jokes themselves, but I said I did tell off-color jokes. And Lisa told me if you had lied here, you were going to be fired on the spot. I did not lie.
Q How -- how did you find out that you needed to come down to this meeting?
A Either by this, or Stacy may have told me or someone came to me and said

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we have a meeting about -- I don't recall the detail.
Q Did you know who Colin Luke was before you walked into that room?
A No.
Q I assume he introduced himself as the hospital's General Counsel?
A Yes.
Q What did you think when you walked into a room and the lawyer's sitting there?
A Didn't think about that.
Q Had any of the employees complained to you about the jokes that you had been telling in the practice?
A Not -- There was one other employee that complained later about one of my comments, about me rescuing a black dog.
Q And we'll get into that.
A We'll get to that.
Q I'm talking about before -- before you had the meeting with Colin and Pam and Lisa, had any employees complained to you

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about comments that you had made?
A I don't recall.
Q Had Stacy Graves communicated with you at all about making inappropriate comments before you met with those three folks?
A I think at one time she may have put her hands over her ears, but this may have been during that same time period, before my counseling.
Q Just to indicate she wasn't listening to what you were saying?
A Correct.
Q During the meeting with them did you admit that you had made off-color jokes in the workplace?
A I made off-color jokes. I did not make the exact jokes that are listed in here.
Q Okay. Did they show you any kind of documents while you were in that meeting?
A I don't recall.

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Q What -- what did they tell you you had done, as specific as possible? What were the jokes, the contents, anything like that?
A One -- one joke -- I want to put this in context also. This is important, if you may --
Q No, I want to hear it all.
A Okay. This was during COVID, and we were very -- we were losing patients on a regular basis, dying from COVID. And we had even lost a cardiology colleague from COVID. So we were all very uptight. And so when we were -- when I was telling these jokes, they were telling jokes also. And we were exchanging jokes, and I do not recall their jokes they exchanged to me.
Q When you say "they," the other employees?
A The three women who I think we're talking about, two or three women we're talking about. And so one of the jokes was I walked out of the -- I always wear reading

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glasses normally, except right now. And I walked out of the bathroom and I had my reading glasses on, and I simply pointed to below my belt, this is my crotch, I said, "I need to have my reading glasses on when I use the bathroom." That was the one joke.

Q So you admit that you did say that to one of your female employees?

A Yes. I never used the word "penis."

Q You just pointed to your crotch and said --

A "I need to use reading glasses."

Q Got it.

A To break the ice.

Q And did Colin Luke, Pam Brown, or Lisa Courtney specifically mention that joke when they met with you?

A They may have.

Q Okay. All right. What other inappropriate jokes would you say you told?

A I think there was one about -- and there is no -- I apologize for these

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jokes. This was not good behavior, but the other joke was, "What do vibrators and tofu have in common?"

Q Okay. I don't want to know.

A Right.

Q Yeah. Obviously, in hindsight, that's an inappropriate joke?

A Inappropriate, yes.

Q Do you remember them mentioning that joke when you were meeting with Colin?

A I don't recall that.

Q Do you remember anything else that they might have accused you of or said that you had done that you didn't agree with?

A Not that I recall. But I would like to add that during this time period Dr. Whitfield had said something derogatory about Dr. Smith, that he was not the right medical director for us; we needed someone in primary care to understand our needs. And from my understanding, she was fired on the spot.

Q Dr. Whitfield was?

A Was terminated, and her staff as

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well. I know one of the staff held around at least a week to help with coding, but they were fired on the spot, from my understanding. So I wonder if some of this was also -- does not condone what I said, what I did. But I wonder if some of this could be retaliatory as well.

Q Explain that. Retaliatory against you for something that Whitfield said?

A Well, she and her staff were fired because of a comment that she said about Dr. Smith, and I'm, my own opinion, thinking that they say we'll -- The jokes were inappropriate, but we'll file this. And I don't know if they -- I don't know if they filed a sexual harassment lawsuit or not. I have no idea. But I wonder if that's part of it.

Q Oh, I see. So the female employees who complained about your joke telling were employees of Whitfields?

A They were employees of Cullman,

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from my understanding, but they worked with Dr. Whitfield.

Q Okay.

A Right.

Q And so you believe they may have complained about your joke-telling to retaliate against the hospital for firing Whitfield?

A And them. And potentially for a sexual harassment lawsuit.

Q Okay. That's speculation on your part?

A It is totally speculation. And this does not condone what I said, those jokes.

Q Okay. Now, I did notice on the second page of Exhibit 6, there is some handwriting that says "discussed April 1"?

A Yes. Now, thank you for bringing this to my attention. This was the letter that they gave me and that -- Pam Brown, and I said, "I don't feel like signing this right now." And I took it up to the

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desk of Stacy, said, "I'm not going to sign this." But from my understanding you don't have to sign the document as long as they write discussed with me that shows that they gave it to me. I do recall this now. I don't recall the details of the letter. But this, yes.

Q Why didn't you want to sign?

A I think emotionally I was upset at the time. And it's embarrassing. Human error.

Q One thing the memo says is that it's inappropriate and a violation of Cullman Regional policy for you to make off-color or sexually suggestive comments/jokes while working at Cullman Regional.

A Right.

Q I guess you would agree that that, pointing to your crotch and making that comment, that would be sexually suggestive, correct?

A As I said before, it was inappropriate, yes. Well, I don't -- not

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sexually suggestive in the form of sex. It was suggestion in the form of the size of my -- So I don't think it was a sexual connotation for let's do something, but it was about sexual parts. There is sexual at times, not sexual at other times.

Q And as much as I don't really want to know it, I guess I got to ask: What's the punch line on -- tell me the vibrator joke.

A They are both meat substitutes.

Q Oh, okay.

A That's it.

Q Just go -- Tell me the joke, please.

A What do a vibrator and tofu have in common?

Q I don't know, what?

A They are meat substitutes. That's it.

Q Okay. Got you. Okay. I can -- I have a hard time hearing out of this ear (indicating). I wasn't hearing the word

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"meat." I was hearing M-E. Now I understand.

A Yes.

Q So I want to make sure I get my timeline. You had a meeting with Colin Luke, Pam Brown, and Lisa Courtney where they discussed these accusations against you, correct?

A Yes.

Q How did that meeting wrap up? What did you understand was going to be the next step?

A And I was agreeable to this, and excited to do it. They sent me -- They told me that I needed to have a corrective course in sexual harassment as an employee. And I was more than willing to do that, to improve me.

Q I'm sorry, I didn't mean to interrupt you. They told you that during the meeting?

A I think so.

Q Okay. Do you remember anything

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else that they told you they were going to do during the meeting?

A No. I just know that Lisa told me if I had lied about these jokes that I would be fired on the spot.

Q Other than that comment, do you remember any other specific comments that anybody made during the meeting?

A Not that I recall at this time.

Q So it certainly appears to me like Pam Brown followed up the meeting and met with you on April 1 to give you this letter. Does that sound correct?

A Yes.

Q All right. Do you -- Was there anybody else present for that meeting?

A It wasn't -- from my understanding, it was she gave it to me in her office. I went down to HR and it was in her office and she handed it to me. If I remember correctly. That's the best of my recall.

Q Sure. And at that time was HR

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in a separate building like down closer to I-65, or was it still on the main campus?
A Main campus.
Q Okay. Was anybody else present in her office other than you and her when she gave it to you?
A Not that I recall.
Q Did she actually read Exhibit 6 to you or did she hand it to you? Tell me about the meeting.
A She handed it to me, I sat down and I read it.
Q And did you say anything to her when you completed reading it?
A I said, "I don't want to sign this."
Q And what did she say?
A She didn't say anything.
Q All right. What happened next?
A Then I took the copy up to Stacy's office.
Q Do you remember anything else that you or Pam would have said while you

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were sitting in her office?
A I think I apologized for the jokes.
Q Did you and she talk about the sensitivity training they were going to send you to?
A She did. Somewhere in this process they did.
Q Okay. How did that get arranged?
A Cullman Regional.
Q Do you remember who told you where to go, when to go?
A It was in my office, and it was a video chat, or whatever it's considered. When you're talking to psychologists or whatever title they had in the South Carolina -- I think it was South Carolina. And we discussed that form on computer.
Q Do you remember who set that up for you?
A I don't know who set it up, but I assume it would be Pam Brown or HR.

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Q And it was on video, I think you just told me, correct? Zoom or Teams or one of those?
A One of those, yeah.
Q How many sessions did you have?
A I recall one. One long session.
Q Okay. How long would you say?
A Most of the day.
Q Tell me what you remember about that session.
A Through the chat on the computer, I met the -- I think it was a clinical psychologist, if I'm not mistaken. But don't -- And we talked about that and then we talked about me, and then we talked about -- I answered questions, you know, choices, personality trait discovery.
Q How did it go?
A It went very well, and it taught me a lot. And he also told me a lot about me. And he told me that in his ten years as a psychologist he had never seen a doctor who had my two personality traits, ever.

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Q Which are what?
A I don't recall what they were, I'm sorry. And he told me that because of those personality traits, I would always have a very large and loyal following of patients. And he also told me that I did very well.
Q Did he give you -- I guess it would have been transmitted electronically, but any kind of paperwork or documentation to review or keep or study?
A I don't recall that. But I heard from HR that I did very well. And it did -- it did teach me a lot.
Q When you say heard from HR, you heard from Pam Brown?
A Yes.
Q I think they gave you a certificate of completion at some point, right?
A There may have been.
Q Okay. Tell me what you remember about HR telling you that you had done well.
A I just -- they came to me or I

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came to them, I've forgotten how this works, said that it's completed, and he said "you did very well."
Q Do you remember anything else about that conversation?
A No, not in detail. I put it -- I put it behind me after that going forward, try to be a better employee.
Q As a lawyer, any time I hear "I don't remember in detail," I have always have to follow-up: Well, generally, do you remember anything else about that conversation?
A No.
(Defendant's Exhibit 7 was marked for identification, copies attached hereto.)
Q Okay. Here's Exhibit 7.
A Do you want this now?
Q Yeah, put that in her stack, please. So Exhibit 7 is an Email from Bill Walsh to Pam Brown --
A Okay.

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Q -- about meeting with you. Does that refresh your recollection? Was the guy's name Bill Walsh that you talked with?
A I'm assuming it was.
Q Okay. And basically this is a summary to Pam about y'alls session, and I'm wanting to go through some of the things that he said in here, particularly in the second paragraph. First of all, Mr. Walsh said that you were very open and honest about your interpersonal strengths and weaknesses. From our conversation, it sounds like you tried to be that way?
A Yes.
Q Okay. And he said that you selected potential negative perceptions that people may have about y'all. Did y'all talk about that?
A We did.
Q And did you tell him that you can talk too much and that sometimes your words can have a caustic sting?
A I'm assuming I did, based on this letter, yes.
Q Was that a trait that occurred in your work environment prior to April 23rd of 2021?
A I don't recall any specific moment.
Q Okay.
A I have a strong personality, though.
Q Okay. And it can be caustic sometimes?
A Yes. Medicine can be caustic sometimes.
Q Sure. Did you tell Mr. Walsh that you can be overly concerned with the appearance of things?
A Appearance of what?
Q The appearance of things. That's what he wrote here in this second paragraph.
A I'm assuming I did, based on his comments.
Q Do you know what it means to be overly concerned with the appearance of things?
A You want people to have a -- cast a positive demeanor about you, and you want to make sure that the environment around you is to the best of everybody's, you know, liking.
Q Okay. Did you tell him that you may establish too loose/fun a culture with overly informal communication between the staff?
A I think I did.
Q All right. And that's certainly what lead up to you having to go to this training, right?
A That's correct. I did not look at my -- sorry to interrupt you. I did not look at my medical assistants or my team as people working under me. I looked at them as equal teammates. And without their help, I couldn't have taken care of our patients as well as we did.
Q Did you tell him that you can be

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seen by some as polarizing and incendiary?
A At times I guess I could, yes.
Q All right. What about you could be seen as polarizing and incendiary?
A I probably would say you have -- I have a Type A personality. And so I'm more -- I say it like it is.
Q You're a straight-shooter?
A Yes.
Q And does that -- You also said you can be perceived or come across as impatient or -- and pushy?
A Yes. When you're seeing as many patients and taking care of as many patients as I and my staff are, it requires a tremendous team of people to help out. From IT, to medical assistants, to the receptionists, to the entire system of the hospital. And the gears have to be very smoothly running. And, you know, my comment always is your staff can make or break you. And it's very important for the staff to be happy and feel needed and feel appreciated.

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Q And with regard to that entire system, sometimes you get impatient if the system wasn't running smoothly?
A Right. I would get impatient if I thought that people did not care about helping us out to the maximum they could.
(Defendant's Exhibit 8 was marked for identification, copies attached hereto.)
Q There is Exhibit 8.
A Can I give this seven to her?
Q Absolutely. That's an Email from Lisa Courtney to Kimberly Albright regarding your --
A Is this the first year of my employment?
Q It would be your second year.
A Second year, okay.
Q Coming up on your second year, right? So you started April of 2020.
A Right.
Q I've messed up my --
A You did you a better job than I did on that.
Q Thanks. Do you know who Kimberly Albright is?
A I don't recall.
Q And the thing that strikes me about this Email is that Lisa wrote, "That's $26,300 that we owe him. He is on my butt about it." Do you remember any communications with Lisa Courtney in March of 2021 about your bonus?
A She told me when I started there, when I was working there, if I -- And I told her, I said, "I will get a bonus because I'll be so busy taking care of patients in my first year." And she told me if you do get to that point, you'll get a bonus check immediately.
Q Okay.
A And because I was burned the previous practice about a bonus, I think I was more sensitive than the average person would be.
Q Okay. And that sensitivity

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expressed itself with you calling Ms. Courtney asking about the bonus?
A Yes. And after this bonus I think we renegotiated the contract. And the secret of all this is that when you've worked as hard as my staff and I did, and everyone around me that helped me take care of these people at Cullman, when you work as hard as they did for the whole year, and then you get a bonus at the end of the year, your morale is declining because you want that reward.
It's like the carrot before the horse. You want to actually get to eat the carrot. And so that's what that conversation was about. And that's when I explained that, you know, it would be better for us, if we could, to have a bonus at the end of each month.
Q Would you agree with Ms. Courtney that you were on her butt about getting the bonus?
MR. ARNOLD: Object to the form.
A I don't know if I -- that --

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that's an open interpretation. I just simply asked her am I going to be getting this bonus.
Q Did you ask her more than once?
A I may have. I don't recall.
Q Were you ever impatient and pushy in asking for the bonus?
A Not that I recall.
Q Did you ask her about the bonus in person or over the telephone?
A I think over the phone.
Q Tell me again what you remember about that conversation.
A Simply that the morale, it's very hard to work as hard as we did for the year and then the bonus comes at the end of the year. And that was it.
Q And what did she say when you told her it was hard to come at the end of the year?
A She would work on getting it. Maybe we could arrange some other agreement later on down the road.

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Q Do you remember anything else about that conversation?
A No, I do not. You want me to give this to her?
Q Yes, sir.
A Okay.
(Defendant's Exhibit 9 was marked for identification, copies attached hereto.)
Q Oh, sorry. That's Exhibit 9 for your deposition. And you and I talked briefly earlier about this comment you made about a black dog.
A Yes.
Q All right. And this is a memo about that incident. Tell me what you remember about it.
A Someone in the office showed me on Facebook, their Facebook because I don't have it now, there was a black dog that needed to be rescued. And the black dog had been abandoned on a 40-acre lot in Guntersville. And the nextdoor neighbor had

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the black dog and was trying to find a home for it, so I assume that was her Facebook.
And since I'm very passionate about rescuing black dogs because they are put down five times more than any other type of dog. So I said, "Well, all right. That's fine. Have her -- have the person bring the dog to the parking lot at the end of the day, and I'll be happy to rescue the dog."
Q Did you make -- This memo says that you made the statement that you were anti-racist because you rescued black dogs because they were the most --
A No, not -- Correction here, that's not what I said.
Q That's what -- I'm asking you: Did you make the statement that you are anti-racist because you rescue black dogs?
A I made the statement that I made in a joking form, being a reverse racist because I rescue -- I take black dogs in.
Q Okay. And I assume that somebody from administration talked to you

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about that comment at some point?
A They did.
Q Who was it?
A I don't recall directly, but more than likely Pam Brown, the head of HR.
Q And -- let's see.
A The person I made the comment to in the elevator, I don't recall who else was in the elevator, but I don't think there was any stranger in the elevator. I think it was staff only. And we mended our fences, so to speak, afterwards.
Q I think we are going to get to that here in just a second. Do you recall that you made the comment about being a reverse racist because you rescue black dogs, you remember that was in an elevator?
A Yes.
Q Okay. Do you remember the names of anybody who was in the elevator with you?
A Trish.
Q She is the one that made the

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complaint?
A Yes.
(Defendant's Exhibit 10 was marked for identification, copies attached hereto.)
Q All right. So this is just -- Exhibit 10 is to see if we can't jog your memory at all. So we know that we've got a -- on Exhibit 9 we know we've got a memo dated May 3rd. And then Exhibit 10 we have got a calendar meeting with you, Pam Brown, Stacy Graves, Schinley Land, and Lisa Courtney. Does that -- does that refresh your recollection at all?
A No, but that's okay.
Q Do you remember having a meeting with those four individuals where you discussed this black dog comment?
A I don't recall.
Q Did you offer to apologize for those comments?
A And I did, yes.
Q Do you recall anywhere in the

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course of your employment where you would have been -- where you would have sat down in a room with those four ladies and had a conversation about your employment?
A Not that I recall.
Q All right.
A You want me to hand this over to her?
Q Yes, sir.
A Very good.
(Defendant's Exhibit 11 was marked for identification, copies attached hereto.)
Q Exhibit 11 is a Email, it's actually a series of Emails with Schinley Land and Pam, and it sounds like these are all discussions of Trish. Did you understand that at some point she wanted to get transferred out of the practice?
A I never knew that.
Q But also I think it's also fair to say that if you -- So that was in May, but by June 30th it says you and she are even

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speaking and communicating in a genuinely sincere manner.
A Yes.
Q Tell me about your relationship with Trish, I guess, starting with the black dog comment in the elevator and going through how did -- How did that relationship develop?
A In what regard? I already knew her before this.
Q Okay. I mean, obviously, you were working with her even before the black dog --
A Shortly. Yes.
Q And then I'll represent to you that at least there was some discussion about her transferring because of her relationship with you.
A I didn't see her very often. She worked on the other side of the clinic.
Q Okay.
A And I don't think I saw her, and and I can't -- don't nail me down to this, but I didn't see her once every month.

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Q Okay.
A Even in passing.
Q Okay. Who did she work with primarily?
A She worked on the other side of the clinic. So I don't know who she worked with, but potentially Gonzales, potentially the nurse practitioner. Because her office was -- her station was on the other side of the clinic, so totally away from us. We had no direct communication with each other.
Q Okay. And even though there is no direct communication, I mean, was there any tension in the relationship in the times when you would see her, before the black dog comment?
A She made one comment one time that made me very, I don't want to say paranoid, but very guarded.
Q Okay.
A And I was simply doing a breast exam with her in the room. And then she came out of the room and said, "You sure enjoyed

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that breast exam." And I said, "Time out. There is no enjoyment in a breast exam, and that's a very unprofessional comment to make out in the hallway about me doing a breast exam on a female patient."
Q And what did she say?
A She said "I understand."
Q And did that -- Well, let me ask you this: Did you raise your voice to her at all when you said that?
A No, not that I recall.
Q All right. Did that interaction make y'alls future interactions a little icier?
A It could and would.
Q Okay.
A Just because of -- and when you're a physician you're very guarded about your reputation.
Q And then is it your perception that your interactions with Trish improved over time?
A They were -- yes, they were a

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healthy employee environment. In other words, nothing derogatory said toward each other.
Q Did --
A We joked also after that.
Q Okay. In what way?
A Her daughter was an Ohio State fan, and we were talking about football. That was it.
Q Okay. Like what, were you playfully insulting Ohio State? Is that what you were doing?
A No. At the time, if I recall correctly, I think Alabama was doing very --better than they are now. I want to be careful, I don't want to step on feet around here. I'm a Kentucky fan, so I'm not -- I don't have a dog in the fight.
Q You don't have much to cheer for.
A No. And unless we can find 38 million dollars to pay off our coach.
Q That's right. That's right.

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A And I simply said, your daughter, it must be hard on her to be an Ohio State fan down here in the middle of Alabama territory. And that was it.
Q Got it. Did Stacy Graves ever talk to you about your relationship or your interactions with Trish or Tish?
A I think it's Trish.
Q Trish.
A I don't recall.
Q Did anybody from administration ever talk to you about your interactions with Trish?
A Besides the one -- besides HR, with the reverse racism, I don't remember anything else. I -- I thought we had worked it out pretty well.
Q This is, like I said, this is not an endurance contest. Let's take a break.
THE VIDEOGRAPHER: We are off the record. The time is 10:57 a.m.
(Break in proceedings.)

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THE VIDEOGRAPHER: We are back on the record. The time is 11:07 a.m.
THE WITNESS: Do you want me to hand this to her?
MR. LOCKWOOD: Yes, sir.
THE WITNESS: Okay.
(Defendant's Exhibit 12 was marked for identification, copies attached hereto.)
Q There is Exhibit 12 for your deposition. And that's an Email from Schinley Land to you dated May 24th of 2021, attaching an amended employment agreement. We'll talk about the amendment in a minute. I don't know that we've really talked about Schinley much up to this point. Who is Schinley Land?
A From my understanding, she was a physician liaison that worked under Lisa Courtney.
Q Okay. What were your interactions like with Ms. Land during that first year of your employment?

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A They were good, guarded. She came on at the time of this sexual harassment case came up, you know, with the two employees --
Q Okay.
A -- and HR. And so my thoughts were, well, she already has a bad, you know, tainted view of me with that.
Q Okay. Were your first interactions with Schinley during this accusation of inappropriate joke telling that had been made by Dr. Whitney's (sic) employees?
A Not specifically, but she set up office next to mine at that time, so.
Q Schinley Land set up her office next to yours?
A For temporary, yes.
Q When she first came to work?
A Yes, sir.
Q Okay. Did you know Schinley in any manner before she set up her office next to you?
A No.

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Q I guess, when you met her pretty early on did she tell you what her job was, what she did?
A I think, more than likely, Lisa introduced me to her as the physician liaison, and we welcomed her to the practice the so forth.
Q All right. What, if anything, did she do with regard to your primary care practice?
A Any issues, she would come by -- from my understanding, she would be the direct communicator with me about issues.
Q Okay. What kind of issues would she communicate with you about?
A The inappropriate comments we'll get to later, I guess, the inappropriate, quote unquote, behavior from the complaints. Any -- any -- anything such as that, or problems I had and I needed help with in making my practice run more efficiently for the patients.
Q Do you remember any particular

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problems you had with making your practice more efficient that you discussed with Schinley?
A That's a -- There were a lot of problems we needed help with.
Q All right. Do you remember any of them in particular?
A IT. I was so busy as a doctor, and I wanted to give my patients the best care I could. So I spent most of my time in the room with the patient discussing things, and then I would go back to my office and put the orders in and diagnoses in. And so I would save more time for my patient care, I would do my chart notes on the weekends, and had a lot of issues with IT on the weekends.
Their system, I was told by the various IT people, they were having issues with them, they were breaking down and rebooting and so forth. And I'm pressed for time for as many as patients as I have. So when I'm working on the weekends, I have to have everything very efficiently organized

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and running with the computer system. And there were times where I would try to log in and it would not let me log in, or because it's the weekend I got the feeling that they were not quite as urgent, you know.
They didn't -- they perhaps viewed my urgency of practice during the week days, but for me my practice did not stop during week days. It stopped -- it didn't stop on the weekends because I was crossing my T's, dotting my I's, and making sure that the meds and orders were put in, and I'm on call. So I had to make sure my computer worked for that reason, too, because if I cannot get into my computer, you know, I couldn't send in meds for my patients or look over their -- their documentation.
Q So you were communicating with Schinley that you felt your IT concerns weren't being addressed adequately by the IT department; is that fair?
A At times. And there was one IT person that came by to help me one time, and

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the entire time, while I was on the first side where I originally was, and she was looking at trampolines on her iPhone. She was asking me, "What trampoline should I buy for my family?" And I'm thinking, I don't need to worry about your trampoline right now. I need to get my computer fixed.

Q Okay.

A I didn't say that to her. I don't even think I picked out a trampoline for her.

Q Okay. But then you told Schinley about that later on?

A Someone had told her about that. And I think she was dismissed.

Q All right. Are there any --

A But don't quote me on that.

Q All right. Are there any other particular -- Obviously, do you remember any specific issues with -- you said IT not working, you're not being able to log in from home?

A There were a lot of issues with

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that at times.

Q What about --

A I was told that we are having issues with -- with our computers at times.

Q All right. Computers within the office?

A The system.

Q Yeah. And then so you would talk to IT about that, correct?

A Right.

Q And then you would also express concerns to Schinley?

A Yes.

Q Did you ever express those concerns to Lisa Courtney?

A I don't recall directly. I probably did, though.

Q All right. Do you remember expressing those concerns to anybody else about the IT?

A My staff.

Q Okay. What about anybody in administration?

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A Not that I recall. Not directly. I mean, what -- what do you consider administration? Because IT has administration also.

Q Sure. And I view the administration as the folks who manage the hospital.

A Right.

Q So that would include Schinley and Lisa and the CFO, CEO, anybody like that.

A I didn't speak with Lisa much when Schinley came on board because she was the go-between between, you know, help Lisa out, and she was the go-between for us.

And one conversation I do remember Lisa telling me, though, in Stacy's office, she was looking right at me, and this was right after -- it was somewhere in that period where Whitfield was fired, let go. And she looked at me and she said, "Right now if you say one bad thing about me or Dr. Smith, you're fired on the spot."

Q Okay. Who else -- who else was

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present for that conversation?

A I think Stacy Graves was, the manager.

Q All right.

A And she reinforced that to me. Stacy had reinforced that to me, there was no tolerance for any conversation or criticism, constructive or otherwise, about the leadership in the hospital system.

Q Were you ever critical of leadership in the hospital system?

A Not that I recall.

Q Ever critical of Dr. Smith at all?

A No, not -- not -- certainly not in the environment of Cullman Regional.

Q What about outside the environment of Cullman Regional?

A No. He was not very hands-on. But I never had anything negative to say about him, that I can recall.

Q So Exhibit 12 is where Schinley is sending you a amended employment

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agreement?
A Yes.
Q Tell me about the conversations or communications that lead up to that amendment.
A The morale. We -- we - my staff worked very hard, and I would give them bonuses.
Q Okay. Out of your own pocket?
A Out of my own packet.
Q Okay.
A Because that -- we worked so hard, more than the average practice in the country for the volume of patients and production, that I wanted them to -- I want to share my success with them for helping me take care of the patients.
Q Did you ever advocate with the hospital that they should be giving your staff members bonuses based on their hard work?
A Did I ever advocate with the hospital?

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Q Yeah.
A Not that I -- not that I recall.
Q Okay. So I think you told me that in approximately March you would have spoken to Lisa Courtney and told her that morale was down because y'all were working so hard, I guess, without money or --
A Well, we were working beyond the average, far beyond the average production for patient care. And my staff would not necessarily go home at five o'clock. So they may stick around until 6:00, 6:30. And so I wanted them to realize that you're part of this team, and I depend on you, with all of us working together. So, you know, it wasn't to me my place to take the bonuses and keep only for myself. They earned them as well.
Q Tell me about the practice of -- or what goes into building up your practice. Were you out there marketing? I mean, how do you -- how do you grow a practice that quickly?
A I think the need was so high

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there. In fact, I think at one point she told me that a consulting firm had told her there was a need for over 23 more primary care physicians in the area, maybe even more than 23. And so there was a high need for more care there.
So when I came into the practice because when there's a need, and it was on campus, and on top of that, the other doctor who had patients had left to go work urgent care, I inherited a lot of patients, and inherited from those doctors and from the other doctors who -- one had been terminated prior to me.
Q Okay. Do you know who that was that was terminated prior to you?
A Right now I can't think. I think she ended up in Athens.
Q Okay. So is this basically just you're inheriting -- So fair to say, one aspect of it was you were inheriting patients from other doctors?
A Yes. And the other aspect was

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my energy level and my passion for caring for them. And most of my patients came from word of mouth.
Q Okay. So once you saw somebody they would refer one of their friends to you?
A Right.
Q And I don't know -- Okay. So you had had some discussions with Lisa Courtney about morale based on bonus. Had you had some conversations with Schinley Land about morale and bonus?
A I don't recall in detail.
Q Okay. How did this idea of the amendment come about?
A Well, if we are working so hard taking care of these people as we are, and only getting base pay, your quality of life is -- is somewhat sacrificed because of that, because on the weekends I was working hard. I don't think my staff was working hard on the weekends about this. But they stayed late and came early to take care of the

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patients. And, in fact, I'll make a note of this later about Schinley and patient care, but --
Q Well, go ahead and tell me.
A On the day I was fired they later told me, Connie Newsome and Whitney, told me that Schinley Land came by and asked them what they were doing. And said, "We are answering his messages for us to take care of his patients, send in meds or call them about their lab work and so forth." And Schinley told them, "Don't worry about all that, just get these patients rescheduled."
Q Okay. All right.
A That's from what they told me on the phone.
Q Okay. Yeah. We'll certainly add that to the list I need to ask you about.
A I didn't hear that.
Q So I guess the question is: Who brought up the idea of changing your bonus structure, right? Originally it was an annual bonus and it got changed to monthly,

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right?
A Right.
Q Whose idea was that?
A I did.
Q Okay. Do you remember if you brought that up with Schinley, Lisa? Who did you bring it up with?
A Lisa.
Q Okay. And what did she say?
A Said that's -- well, I'll make an amendment to it, we can work on that and make an amendment. She was very cordial and did that. It was great.
Q Okay. Did you say great or agreed? I'm sorry.
A Great.
Q Okay. What was great about it?
A It brought the morale back up.
Q And so did you guys -- did you exchange drafts of an amendment? I mean, do you remember?
A I don't remember directly. I'm

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assuming that we did, but I don't know.
Q Was it your idea to go to a monthly bonus?
A Yes, sir.
Q Okay. Well --
A Are you through with this one?
Q I am. And I should have brought the one that you actually signed, but for some reason I didn't.
A That's okay.
(Defendant's Exhibit 13 was marked for identification, copies attached hereto.)
Q Exhibit 13 is an unsigned copy of your amended agreement. And it looks like it --
A Right.
Q -- sets out the terms. So under your original contract you got an annual basis -- an annual bonus based on your RVU's, correct?
A Correct.
Q And basically you got paid $50

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for every RVU over 5,085?
A Correct.
Q Okay. And then the agreement you struck with Lisa Courtney was, hey, let's break that down into monthly increments instead of annual increments?
A Right.
Q And so annually 5,085 divided by 12 works out to 423.75, correct?
A Yes.
Q And so your new arrangement under the amendment with the hospital was you would get a monthly bonus for every RVU over 423.75?
A Correct.
Q Other than Lisa, did you talk to anybody else in Cullman Regional administration about the terms of this amendment?
A Not that I recall.
Q You can put that one over there, too.
A (Complies.)

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(Defendant's Exhibit 14 was marked for identification, copies attached hereto.)
Q So Exhibit 14 is an Email from Schinley Land to you of May 12th, 2021. And she's given you the RVU's associated with your evaluation and management codes. Do you know why Schinley Land sent you this Email?
A I do not.
Q Do you remember her sending you this Email?
A No.
Q Do you remember having any kind of communication with Schinley about RVU's and how they relate to your evaluation and management codes?
A Not specifically.
Q All right. What about generally?
A I mean, not generally -- well, let me put it this way: We did talk about RVU's later. We had a meeting about my coding.

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Q Sure. And we'll get into that.
A Okay.
Q But I'm talking about at least in May of 2021, do you realize -- do you know why y'all were talking about RVU's in coding?
A No, sir.
Q You can put that one aside.
A Okay.
(Defendant's Exhibit 15 was marked for identification, copies attached hereto.)
Q Here's exhibit 15. That's an Email between Lisa Courtney and Schinley Land on June 11th of 2021, where Lisa is telling Schinley, "Noffsinger is saying we owe him 9,000 to $10,000 more." Do you remember raising that issue with Lisa Courtney?
A I don't recall it, but did they?
Q Say again?
A I don't recall, but did they -- did they end up paying me more from that?
Q That's my question to you.

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A I don't know. I don't recall.
Q Do you -- You don't remember telling them at any point that they had shorted your bonus by nine or $10,000?
A I may have. But I don't -- I don't recall the response either. What was their response to that when they did their research?
Q To be honest with you, I don't know. That's going to be my question to you. Do you know?
A They are the ones who have the numbers.
Q Okay. But as we sit here today, you have no recollection of discussions about your bonus from June of 2021; is that fair?
A In general, no, I don't have anymore details about that. I looked at my bonus based on how much -- how many RVU's I had for that month, like the contract.
Q All right. Well, do you remember looking at your RVU's in June and thinking they hadn't given you enough of a

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bonus?
A If I sent that to them as a message, it would be my assumption that I did do that.
Q Well, that's -- I don't have a lot of Emails from you in here. Did you communicate with them by Email much?
A No.
Q All right. So when you said "when I sent that to them as a message," if you messaged them, usually it would have been a phone call, right?
A Phone call. Very busy. Most of my computer work was taking care of my patients.
Q Do you ever recall getting polarizing or incendiary with Lisa or Schinley about your bonus payments?
MR. ARNOLD: Object to the form.
A No.
Q Were you ever impatient with them about your bonus payments?
A I don't think so.

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Q All right. Were you persistent?
A Persistent.
Q Were you pushy?
A No, and I think pushy is an interpretive word.
Q Okay.
A What one considers pushy another one may not. Communication, direct communication to me is not pushy.
Q But certainly you had told the person during sensitivity training that your style could be perceived as impatient or pushy?
A I shoot straight, as you said.
Q And some people perceive that as pushy?
A I'm not them, so I guess they can.
(Defendant's Exhibit 16 was marked for identification, copies attached hereto.)
Q Here's Exhibit 16.
A Okay.

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Q And this is a series of Emails about your interactions with a company called VRC. Do you recall that VRC is the company that did shredding for the hospital?
A I don't remember that.
Q Do you remember that they had a company that would come in and do spreading for them?
A Yes, they had people came in and picked up shredding.
Q Okay. And if you look with me at the second page of that document?
A Sure.
Q It says on July 6, 2021, Dr. Noffsinger berated a VRC employee for not accepting his extra box and criticized VRC's processes. Do you remember that occurring?
A I don't remember the detail of that.
Q Do you remember --
A But I remember that he had a container that was not full. But he was already finished collecting the shredded. He would not stop to pick up an extra thing of shredded material to put in, even though he had room in his container.
Q And what was in your extra box that needed to be shredded?
A I don't recall. Important documents that we didn't want out there for HIPAA, you know, patient care.
Q Did you criticize him for not accepting that box?
A I may have.
Q Did you raise your voice to him?
A Not that I recall.
Q According to this Email, you told the employee, "You're just a company boy, aren't you"?
A I don't recall it.
Q All right. So I've got to ask on that, I don't recall. Are you denying making that statement, or is it possible that you made it and you just don't remember?
A It's possible I made it and I don't remember.

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Q Next Email says that on July 20th, '21, that you called -- that, first of all, that you berated the same employee again. Do you remember doing that?
A No.
MR. ARNOLD: Object to form.
A We had the -- a lot of the staff were complaining about the people picking up the shredding.
Q I understand, but they're not the ones that are being accused of berating them. And so I've got to ask you if you berated him or not?
MR. ARNOLD: Object to the form.
A I don't recall.
Q Did you call in to customer service for the shredding company to report an employee?
A I may have. And I think I did.
Q All right. Did you call that employee a lazy employee?
A I may have.
Q Did you tell the customer

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service representative that their company was done at Cullman Regional and you were going to ensure that they were fired?
A No. No, sir. I'm not the decision-maker for Cullman. Nor would I attempt to be the decision-maker for Cullman.
Q So you never made any statement like that?
A Not that I recall.
Q Even if you're not the decision-maker, did you say anything to the effect of you were going to try and get them fired?
A I think I may have said that we'll look at other options. I will bring it up with administration what other options, but I don't recall what happened after that with administration about that.
Q Did you ever actually go to anybody in administration to try and get other options?
A I don't recall.
Q And if you flip on over to page three, let me ask you this: Did you actually

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speak to Schinley Land or Lisa Courtney about these interactions with the shredding company?
A I may have complained to Schinley about them, but I don't recall directly.
Q Okay. Schinley Emails Stacy and -- sorry, Emails Lisa and says, "Stacy assured me she was speaking to him, Dr. Noffsinger, about it." Do you recall any communications with Stacy Graves about your interaction with the shredding company?
A She may have, but -- but we in general thought that the shredding people were not quite passionate about taking care of office needs.
Q That was Stacy as well?
A That I recall, yes.
Q Did she speak with you about the way that you had treated this shredding employee?
A She may have.
Q Do you remember anything in

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particular that you and Stacy might have discussed regarding your treatment of the shredding employees?
A No.
Q And Schinley says she is going to connect with you, and you think I might have talked with her at some point; is that correct?
A Probably.
Q All right. Did she tell you that you had acted inappropriately in any manner?
A I don't recall that.
Q Lisa Emailed and said, "I'm deducting RVU's for every time he yells at someone for stupid things." Had you yelled at anybody else at Cullman Regional Hospital prior to July 21 of 2021?
A I can't -- I don't have a -- not that I recall. And I don't know if they deducted RVU's or not.
Q Okay. Yeah, I'm not -- I'm not going -- nobody ever deducted RVU's based on

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your conduct. I think she was frustrated with -- with your conduct and so she said -- You would agree that you had made clear to them that RVU's were important to you?
MR. ARNOLD: Object to the form.
A My patient care was important to me, and the RVU's were a subsequent result of that patient care.
Q Well, and also, but for morale, at least, you've already said that the bonus was important to you, correct?
A For the staff also.
Q For you and the staff?
A Correct.
Q All right. And the way your bonus was calculated was based on your RVU's, right?
A Correct.
Q And so therefore RVU's were important, at least to you and the staff for a morale standpoint, correct?
A Side effect.
Q Okay.

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A We didn't sit around all day thinking about RVU's. We -- we sat around all day taking care of -- We didn't sit. We took care of our patients.
Q I got that. But certainly you conveyed the importance of your monthly bonus on to Schinley Land and Lisa Courtney, correct?
A Yes. You want me to give this to her?
Q You can.
A Okay.
Q Would you agree that your interaction with that shredding employee was at least a negative interaction?
A Interaction was negative, but his behavior was negative as well.
Q Other than that shredding employee, had you had a negative interaction with any other employee at the hospital prior to July of 2021?
A Not that I can recall at this time.

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MR. ARNOLD: Just to be clear, aside from what you've already asked him about that?
MR. LOCKWOOD: That's right.
MR. ARNOLD: Okay.
(Defendant's Exhibit 17 was marked for identification, copies attached hereto.)
Q Exhibit 17 is some Emails between Pam Brown and Lisa Courtney in August of 2021.
A Okay.
Q Were you aware that the hospital was investigating your interactions with patients?
A I don't know the timeline.
Q Okay. I think you and I talked about it briefly earlier today. You did become aware that there were accusations of inappropriate interactions with female patients, correct?
A Correct.
Q Okay. How did you become aware

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of that?
A Schinley Land.
Q What did she do or say that made you aware of it?
A She came to me in my office one day and sat down and said we had a complaint about you from a female employee at the hospital, and that you were inappropriate. I said, "Okay. I'm listening." And she has four other women who work in the hospital who will testify on her behalf that I'm inappropriate. Schinley then proceeded to tell me they met with those four other females and they all said I was very ethical and did nothing wrong.
Q Okay. Very ethical and did nothing wrong?
A Right. Yes. Summarization. I wasn't there, nor do I know the interview.
Q Sure. All you know is what Schinley told you?
A Right.
Q Prior -- So that was a

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conversation in your office?
A In my office, yes.
Q Was anybody else present for that?
A No.
Q Were there in recordings or records of that conversation?
A No, not that I'm aware of.
Q And let me just get this one out of the way. Do you have any recordings of any kind related to your employment at Cullman Regional?
A Not that I have, no.
Q Okay. Well, I got to ask, have you had some in the past?
A No.
Q All right. Just wanted to make sure, when you say "not that I have" --
A No.
Q -- do you know of anybody that has any recordings related to your employment with Cullman Regional?
A One patient had a recording of

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me, about me asking her to go sailing.
Q Okay. Tell me about that.
A She had a recording, and I didn't know she was recording, but I said, "You ought to try sailing." And I think she took that the wrong way, that I was trying to -- But there are lots of people, patients and otherwise, that I would invite sailing that I never took sailing.
The only person I ever took sailing was one friend of mine from Louisville and my wife, who was my patient at one time. But it's kind of like if you have something else, like, let's say you've got a beach house. I don't. Or you have a nice resort house. Sure, you can spend some time at the resort house any time. That doesn't mean you're inviting them down specifically for that.
Q Sure. Did that patient actually make a complaint to anybody in administration that you know of?
A I don't know.

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Q How did you become aware that she had a recording?
A I think Schinley told me about it. Actually, yes, Schinley came to me about that.
Q Okay. All right. Do you remember -- Did she play the recording for you?
A No.
Q Schinley just told you there was a recording?
A Yeah.
Q Do you remember about when that was?
A No.
Q Do you remember if it was before or after this discussion about alleged inappropriate exams that you were actually ethical?
A I'm not sure.
Q Other than that conversation with Schinley in your office about the patients who they had interviewed, did you

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communicate with Lisa Courtney, Pam Brown, Barbara Estes, Schinley Land, about these examinations of female patients?
A There was one patient who was coming from Birmingham to see me for sedatives. And Schinley was up there and she complained that she did not want to be in the room with me alone. And she told Schinley that a previous time I was doing an exam on her -- She had back pain. And so she said, "He put one hand on my thigh and one on my back."
And I didn't recall at the time, but looking back, it's normal to do that when you're doing what's called a straight leg raise test. And what you're doing is -- was an examination, and she was covered the entire time. But the examination, you want them to straighten their leg out and raise it up. And if they raise it up and then you feel a pain go down your back, it could be a pinched nerve. And if they are sitting on the exam table like she was, when she raised

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her leg up, your body, you naturally -- your back goes back. So I was simply putting my hand on her back to support her back while she raised her leg up.
That was it. And I told her, I said, "You're -- you're addicted to these meds." And I did refill the medicines for her, and spoke to her pharmacist about it. And then when I was in Walmart in Hoover a few months later, or longer, she pretty much stalked me in Walmart. She followed me around, the same patient did. And when I was checking out my groceries, all the self-checkouts were empty except one other. And she came all the way over to my side to check out right next to me. And I told Schinley about that.
Q Do you remember about when that was?
A No. It was after she had been, I think she --
Q You discharged her from your practice, right?

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A I think she went to Studdard. I offered Studdard, a female for her. I don't know what happened to her after that. But I know that she did follow me over, and it looked pretty intentional. It made me very uncomfortable at Walmart.
Q Okay. But that was one of the -- that patient, I think, is in this Email. That's one of the patients who had made allegations against you, right?
A (No response.)
Q But I guess my question is -- I know that you had one conversation with Schinley in your office?
A Right.
Q Other than that one conversation in your office with Schinley, did you have conversations with anybody else in the hospital's administration about your examinations of female patients?
A Not that I recall. You look bored over there, the videographer.
THE VIDEOGRAPHER: No, I'm doing

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great.
Q Okay. So --
A Do you want me to give this one to her?
Q No, no, I want you to look at that one.
A Okay.
Q So on page two, at the very top, it says, "On May 4th, 2021, I spoke with Dr. Noffsinger about the situation."
A Where do you see that on page two?
Q (Indicating).
A Oh, there it is, my apologies.
Q "While it was determined that this incident was appropriate" --
A Right.
Q -- "I advised that from that day forward the provider should have a visible chaperone with him any time he goes under outer clothing."
A Right.
Q So do you remember having that

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conversation with Schinley?
A Yes.
Q Okay. All right. Then if we go down, I think this is the next bullet point here, I think, is the patient you were just talking about. That that patient saw you on July 22nd and then went to HR with the complaint.
And then if you look further down, it looks like that's the patient that was, you know, on narcotics and that you had transitioned, right? Is that the same one we're talking about?
A Transitioned? What do you mean by "transitioned"?
Q "I was aware that he had transitioned several patients to pain management providers and did not feel his actions to her were retaliatory."
A Yeah, I had no retaliatory actions toward any patient.
Q Yeah. I think it was -- there was, I think probably even in Schinley's

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mind, some questions about whether or not there was a drug-seeking patient. So then if you look at the next patient down, that was somebody who contacted Schinley on August 24th --
A Right.
Q -- after a visit with you.
A Right.
Q And she said she remembered on one visit thinking the exam was odd because he lifted -- you lifted her shirt, and she brushed it off. Maybe a better way to ask it is this way, Dr. Noffsinger: When Schinley Land met with you, did she review each of the patient complaints that she had received?
A No.
Q She just told you generally there had been four complaints?
A No, she told me about one complaint, and that there were four women this person said would testify on her behalf, but instead testified on my behalf.
Q Got you.

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A She mentioned chaperone.
Q Okay.
A I said I will do what is appropriate for each patient.
Q Okay.
A To the best I could.
Q Did she -- Then on the bottom there is apparently another patient that said that she felt like you touched too much during the exam and was uncomfortable during her care. Did she talk anything about that with you?
A Not that I recall. No.
Q All right. Now you can give that one over to the court reporter.
A Okay. I did, though, during this time with Schinley, I printed some material for her to look at, and for Cullman Regional.
Q What did you print out for them?
A Cardiology exams. And then I pulled up San Diego State University. But

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the majority of med schools in cardiology textbooks in this country -- I can't say 100 percent, but the majority will tell you where you listen to the heart and how to listen to the lungs and heart. And it's important that you listen on the skin, not over clothing.
And when you listen to the heart, you have to get all the way over toward the left nipple. And my own sister died prematurely from pulmonary fibrosis because her internist listened over her clothes. And when you listen over clothing, you either hear -- you hear crackles automatically from the rustling of the clothing on the stethoscope, and that's exactly what pulmonary fibrosis sounds like, crackling. And so she was never treated until it was end stage.
Q So, and ultimately what Schinley told you was have a chaperone in the room?
A Correct. And what I would do with these patients was after this I would ask them, "Do you want someone else in the

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room?" And some will say, "No, I'm fine." And, number two, I would say, "I'm going to have to get all the way over here to listen. Are you okay with this?"
"I'm fine." And I would also take my stethoscope, say, "Put this in your ears. Listen over your clothes, you listen on your own skin." And by far unless they had really bad hearing, they'd say, wow, what a difference.
Q Okay.
A I even had a patient who went to Cullman ER one day; he listened over -- the ER doctor listened over her blouse, said, "Your heart sounds fine." She came to me the next day, she had a four out of -- a five out of six murmur. She had a valve replacement at UAB within ten days.
So my point behind this is I always apologize to the patients if they were uncomfortable. However, as I was taught -- and I'm old school. I was taught in med school, and med school textbooks tell you you

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have to listen on the skin to do it right. Otherwise, you're not really hearing proper sounds.
Q But you also can understand why women who aren't trained in medicine might feel that's inappropriate?
A Yes, yes. And I feel for them, and I apologize if -- I don't ever want to make any -- any patient, female or male, uncomfortable.
(Defendant's Exhibit 18 was marked for identification, copies attached hereto.)
Q Here's Exhibit 18.
A All right.
Q And that includes an Email on the bottom from an employee. And one of -- this employee says that you made inappropriate jokes about weight, mental health, and even sex.
A No, I would not. I'm -- I respectfully disagree with that. I don't make jokes about health, I don't make jokes

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about weight. Weight is a very sensitive subject, and especially in Alabama, since I actually at one point did research from weight loss meds in Mobile, Alabama. So it's a very big topic for us for health in our country.

Q So you -- you deny making jokes about weight, mental health, and sex, to patients?

MR. ARNOLD: Object to form. That's not what he said.

A I -- I would -- I would not make a joke about mental health. And I would not make a joke -- and I try not to make a joke about sex.

Q Okay. With patients, certainly?

A The only -- There was a moment where those -- the women who accused me of sexual harassment said I made a joke about -- she caught COVID, her husband had COVID, and if she had oral sex she would catch COVID from him. That's not what I said. My only

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joke was, so technically, if someone had COVID and you kissed them on the lips, would that be a sexually transmitted disease? That was it. Yes, inappropriate, but on the lighter side of inappropriate compared to talking about oral sex.

Q Sure. But this is actually a patient saying that you made jokes to the patient about sex?

A No, I don't recall that whatsoever. No.

Q At the very bottom that patient also said that you lacked decorum and respect for your patients and their best interests.

A Do what, now?

Q The very last line down here.

A And I -- I'm sorry for this individual, whoever he or she may be. However, no -- no -- no one is going to make 100 percent of the people happy. There will always be personality differences.

Q Sure.

A And so I can't speak for that.

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But I do wish her the best and hope she finds the right provider that makes her more comfortable.

Q Okay. So this is September 7th of 2021. In September of 2021 did Schinley or Stacy or Lisa talk to you about a complaint that they had received from one of your patients who was also an employee?

A The only one that I recall was the one I talked about earlier, said she had four witnesses who actually testified on my behalf. That's the only one I recall was being talked to about.

(Defendant's Exhibit 19 was marked for identification, copies attached hereto)?

Q Now here's Exhibit 19.

A Do you want me to keep this?

Q You can give that to her.

A Okay.

Q Now, this is an Email that Schinley sent to you on October 13th that says, "The message below is what I was

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referencing during our conversation this evening." And it's an earlier Email from Dr. Smith about having chaperones in the room. Do you recall receiving this Email from Schinley Land?

A Not directly, no. No, I do not recall.

Q All right.

A That doesn't mean she didn't send it to me.

Q Sure. So I'm trying to put my timeline together a little bit. I think we saw an earlier Email where Schinley said she had told you on May 4th to have a chaperone in the room. And then we've also got her saying on October 13th that y'all had a conversation about chaperones in the room. Do you recall if y'all had more than one conversation?

A The only one I remember was the first one.

Q Okay. Do you remember ever getting a copy of the Email from Dr. Smith

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about making sure to have chaperones in the room.
A No. It doesn't mean he didn't send one.
Q Did you ever check your Emails?
A I do.
Q Okay. Did you do that every day regularly? How frequently were you checking your Emails when you were an employee of the hospital?
A I would not say every day. I'm so busy taking care of the patients.
Q Well, if it wasn't every day, what would you say it was?
A A few days at a time. And they knew where my office was, too, so they could always come talk to me. I don't ever recall having a conversation with Dr. Smith individually.
Q Other than when you were getting recruited?
A Right. And we had a HR meeting dinner we had to all go to. He was sitting

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next to me. And they had the lawyer from Nashville come down and talk to us about HR. And we were told that even on the weekends when we were off work, if we were at a bar, or we were at Lowe's, or wherever, and we said anything to another employee at Cullman, that they could file a complaint off work.
And the next Monday whatever, we would have to address that. So I looked at Dr. Smith and said, "That's why I will never be living here." I didn't want to take that chance. Well, my point is, when you're not a work, to me, that's your private time.
Q What else do you remember about that dinner that y'all had with the HR lawyer from Nashville?
A That's all I remember besides the general behave yourself.
Q What kind of general behavior stuff?
A I don't recall any detail. It wasn't directed toward me. It was directed toward everyone.

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Q Just generally, everybody needs to watch their behavior with employees?
A Whether you're at work or you're on private time off work.
(Defendant's Exhibit 20 was marked for identification, copies attached hereto.)
Q Exhibit 20 --
A Do you want me to give this one?
Q Yes, sir. Is another Email that Schinley sent you basically letting you know that she also sent that chaperone Email to all the practice managers.
A Okay.
Q Do you remember getting this Email from Schinley?
A Not -- not individually, no. It doesn't mean I didn't get it.
Q Do you remember there being any discussion with Schinley about, hey, I'm going to remind everybody about this obligation, not just you?
A She brought that up at some

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point. I don't know the context of when. Because it went by all the other doctors, we all talked about it, and we all said, yeah, when it's appropriate. Their comment was, "Well, when I'm doing a breast exam, I have a chaperone in the room." Otherwise, no.
Q Okay. And that's generally --
A And generally.
Q And that's generally what you did, too?
A I had a chaperone in the room. I always asked them if they wanted a chaperone. And when I thought they were nervous, I would have a chaperone.
Q When did --
A If the patient was nervous, I would have a chaperone. I even had to tell my medical assistant, Whitney, on a breast exam -- A patient accused me of doing a breast exam without someone in the room. And then they found out that Whitney was in the room, but Whitney was standing directly behind me. I tell her, "Always stand to the

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side and you watch the breast exam and make sure that you know I'm doing it the right way." So you don't want to hide anybody behind you while you're doing a breast exam.
Q After you had this communication with Schinley Land where she told you to always have a chaperone in the room, to your knowledge, after that meeting did anybody ever accuse you of speaking inappropriately in any manner to a patient?
A Not that I recall.
Q After the meeting with Schinley Land where she told you to have a chaperone in the room, to your knowledge, did anybody ever accuse you of acting inappropriately with a patient?
A Timeline, I'm not sure. But not that I'm aware of. Generally speaking, whenever there was a correction to be made, you know, we -- I took the steps, with their guidance, and tried to become a better employee and physician for that city.
(Defendant's Exhibit 21 was

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marked for identification, copies attached hereto.)
Q This one I think will be pretty quick. That's Exhibit 21.
A Okay.
Q So on September 28th --
A "See attached," that's all I've got.
Q Yeah, well, I didn't print it out because all that's attached is -- it's a copy of your agreement and a copy of -- the original agreement and a copy of your amended agreement. Okay?
A Thank you.
Q And so what I was going to tell you is September 28th she sent you your original agreement and the amendment. Do you have any idea why she sent those to you on September 28?
A No. But I did see in the amendment we made on my contract, if I did not see enough patients, they could take money away from me.

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Q Okay.
A So it was, to me, a very fair contract both ways, for them and for me. I could make more, but I could lose more, too.
Q You weren't worried about not seeing enough patients, though, were you?
A I was not -- I always had plenty of patients, but that was because I took them in because they needed help.
Q All right. Now, what's interesting is the same day --
A You want me to give this to her?
(Defendant's Exhibit 22 was marked for identification, copies attached hereto.)
Q Sure. There is Exhibit 22. The same day about half an hour later Schinley then said -- sent you an Email with calculations and said, "Here are the calculations used in our call today."
A In our what today?
Q In our call. See there on the front page. I'm just sort of reciting.

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A Oh, phone call. Okay.
Q Yeah. So do you remember having a communication with Schinley Land in late September of 2021 about calculation of your bonus?
A Not specifically, no. I don't remember that conversation.
Q All right. Did you ever -- I'm sorry?
A No, I'm just listening.
Q Did you ever ask Schinley to give you calculations showing how your bonus had been calculated?
A I don't recall that specifically.
Q All right. Do you recall generally having questions about the way the hospital was calculating your bonus?
A No. I mean, it went on RVU's. And you had a certain number of RVU's every month.
Q That's right. That's what the agreement says is once you hit the base, you

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get the bonus?
A Right.
Q But did you think that the hospital was shorting you RVU's at any point or shorting your bonus at any point, anything like that?
A Well, based on -- I didn't know this, but based on her Email, she said she was going to take RVU's away. So she said that in the Email. Did she actually imply that she meant that? And I didn't never -- I didn't know about the -- and, no, I don't, I was not aware of them trying to short me on RVU's.
Q My -- my question is did you ever have that as a concern, that your bonus wasn't being calculated right?
A Not that I recall.
Q Do you recall communicating with anybody at the hospital about the way your bonus was calculated?
A No. And I want to make a point here. We keep talking about money and

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bonuses and RVU's, and that's great. But this was all about one thing: A focus on taking care of those patients, at work and at home. And that's what this was really about.
Q When you say "this was really about," what do you mean "this"?
A Well, we keep talking about money as if my motive was bonuses and money. My motive was to take care of these people, and the result of that was the bonuses.
Q Okay.
A And so I put in a lot of hard work, a lot of hours, a lot of medical decision-making for that. So I was essentially doing the work of up to more than two doctors, so.
Q Did you feel that the hospital appreciated the amount of work you were putting in?
A They knew I was working hard. And the bonuses show that they were taking care of me that way. Did they always appreciate how busy I was, how stressful it

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could be? No, I don't think so.
Q Did you ever let anybody know that you felt unappreciated?
A Indirectly.
Q All right. How so?
A Schinley.
Q And what would you do to make her -- let her know that?
A I think mentioned, I said, my point to her was, I'm working so hard. But I enjoy it. But I'm working so hard. Do you all really understand, you know, what this entails? And, you know, how much -- So when you talk about these instances where I was short with people or -- I want -- I want the best care we can have for our patients. Always have. That's the only time I use "always." I always think about my patient first. And I think they were beginning to focus on the younger doctors.
Q Okay. What made you think they were focusing on the younger doctors?
A Some of the things I was left

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out of.
Q Okay. The marketing?
A At the end the marketing, at the end.
Q What else?
A When I saw the --
Q iOrder?
A -- iOrder.
Q We'll talk about that.
A Um-hum. Yes. Excuse me.
Q Anything else that made you think they were focusing on the younger doctors?
A There was one time where Alam and Brimer were very close. And that's great. Very close with each other. And I was already in an office next to Brimer's, and they were expanding the office even further down the hallway on our side, new side. And they put Dr. Alam in a room way down at the end of the hallway. And Alam came to Stacy and Stacy and Alam looked at me, "Why don't you switch places? You know,

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why not? So I can be next to Brimer."
And my comment was, "I've already moved at least three or four times. I'm tired of moving my office from place to place." So there was really, to me, from a professional standpoint no reason to confront me and ask me, why don't you change offices? You know, for their sake, when I already had an office and he had an office. I've never had any doctor ever come to me and say, "I'd like to have your office. You want to swap?"
Q Did y'all swap offices?
A No. They wanted to and I refused.
Q That was Alam and Stacy that asked you to do that?
A Yes.
Q Did Schinley Land or Lisa Courtney have any communication on swapping your office?
A Not with me. I don't know if they did with anyone else.
Q Is there anything else that made

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you think that the hospital was focusing on younger doctors?
A In general. I mean, I had a very busy practice. I was spending my time seeing patients. I don't think there was anything they didn't do to help me if I asked for it. But there was a shift in the focus from standpoint of -- how do I put this? They needed more patients. They didn't have enough patients. Which is great, you know. Do all we can to help them find more patients.
Q Okay.
A And at one point Schinley called me near the end before my termination and asked me why don't I cut back on the number I patients I see, and so I could have more of a weekend. And I explained to her, I said, "I'm in my basement and I'm doing my charting, the dog's in the dog bed beside me, and I've got my trains running around me." I'm still a kid at heart, I apologize. Model trains running around me. And I'm doing my

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chart notes, so I'm okay.
But she did not come to me and say, "These other doctors are short of patients," which they were. Because we know how much they each made, and I could see each one of their schedules any time I wanted. We could all see each other's schedules. And no one ever came to me, hey, we are going to close your profile. So I knew -- I got a suspicion that at that point they were trying to find ways to get these doctors more patients.
Q What does it mean to say "nobody said we are going to close your profile"?
A Right.
Q What does that mean?
A I was still taking new patients. From my understanding from talking to Stacy, I was still taking more new patients than they were, even though they had openings. So I had a loyal -- had a large following and word of mouth.
Q So you think she should have

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closed your profile?
A If they had asked me to, I would have closed it. But that didn't come up.
Q Did anybody ever say to you you're seeing too many -- you're stealing patients or something to that -- you're taking patients away from our other physicians, anything like that?
A No, but it was an odd conversation to have, to me, about, you know, cut back on number of patients so you'd have more of a lifestyle on the weekends. I was sacrificing a lot of family life to be taking care of these patients at home, with the chart notes and so forth.
Q Okay. And that's something you had told Schinley, too, was that you were sacrificing a lot of your personal life to take care of charts at home, right?
A Yes.
Q And so wouldn't it be logical for an employee -- an employer to be considerate about their employee and say,

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well, then why don't you cut back some?
A Sure, if -- but there could be an ulterior motive. And I know that Dr. Brimer, right before I was terminated, on some of the days that he was there, he saw four patients and was like, "I'm going home now. I've had a full day." So I knew he needed patients.
Q Okay. So you think -- You're telling me you think they fired you so they could take your patients and give it to other doctors?
A Bottom line, they hired -- they saw my success, they hired young interns to come in and paid them the same base pay. They weren't seeing enough patients to justify their salaries. So I think they thought, let's get rid of the old man. We'll take his patients, give to these doctors.
Because the first comment out of Schinley's mouth when she walked through that day that I was fired was telling my medical assistants to stop taking care of them;

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that's just for the patient care. We'll get these patients rescheduled for the other two doctors -- or the other doctors in the clinic.
Q Okay. That's --
A I think that, in my opinion, that is -- that is why I was fired.
Q Okay.
A He's the old man. These are the new young doctors.
Q Okay. That's what you believe. I need to know if you got any evidence.
A And I also have a nurse that I saw, and I asked her -- She followed me over to my new practice, Southview, and I asked her, I said, "So I'm not the future of the program, am I?" She said, "You're not." But, now, that's not really fair to her either because I don't think she was in on any committee meetings, you know, to make those decisions.
MR. LOCKWOOD: All right. Off the record.

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(Discussion off the record.)
THE VIDEOGRAPHER: We are back on the record. The time is 12:13 p.m.
(Defendant's Exhibit 23 was marked for identification, copies attached hereto.)
Q All right. Exhibit 23 is an Email generated by Schinley Land on October 25th, 2021. More than anything I'm just trying to date set for us here.
A All right.
Q And it's talking -- and it's sent to Stacy Graves, who is your practice manager, right?
A Correct.
Q And it's listing three, six, nine doctors who have been subjected for proactive educational coding allowance.
A So does mean that these are doctors who are behind on their coding, or inaccurate coding? Or what does that mean, proactive education for these doctors?
Q You know, I got no idea. My

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question is: Did you know that you had -- that you had been included in an audit at some point prior to October of 2021?
A I assume I was in audits.
Q Okay.
A Automatically.
Q Okay.
A I think every doctor is in audits to a point.
Q Okay.
A How much, though, I can't speculate.
Q So I guess the question is: Did Stacy ever tell you at any point, hey, you got selected for an audit and they audited your charts?
A Not that I recall specifically. But the person who was the coding expert had become Tammy, I think, Waters. She was also my patient.
Q Okay.
A So every time she came to see me as a patient I would ask her, I would

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explain: No matter what goes on here as a doctor/patient, how am I doing on my charts? From the first time she saw me, which was on the first side of the clinic where I started, she said, "You're doing fine." I said, "Okay. Thank you. If I'm not, you let me know any time."

Q Okay. All right. And when did you start seeing her? You said it was on the other side.

A Within the first few months, I think, of my practice.

Q And she continued with you the entire time?

A The entire time.

Q Okay. One thing I note in this Email is it says Chasity Stephens and her coders will send a summary to each of you, the practice managers, with bullet areas on what providers did well. Did you -- did you ever see a summary with bullet areas on what you had done well?

A I may have. I don't recall if I

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did.

Q It also says -- Schinley also says, "All providers will have a meeting with a coder to talk through the findings." Did you ever have a meeting with a coder to talk through your audit findings?

A The only one you recall directly -- well, "directly" is not the right word. The only one I definitely recall was when Schinley Land, Tammy, I, and maybe someone else met after work, after I was finished seeing patients, in the kitchen of our clinic to talk about the charges.

Q Okay.

A And the upcoding charges.

Q And tell me who --

A The people I remember were Schinley Land, Tammy Waters, me, and maybe one or two other people.

Q You can't remember who those were?

A No. But we just discussed, you know, where I was making mistakes in my

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coding.

Q Did y'all go through some documents?

A Yeah, showing me what I had done wrong here. And I think after that I corrected them and that didn't happen anymore. The problem is that when I got there these patients were so complicated, that some of them -- and Lisa saw these notes -- had 14, 20, 20-some-odd diagnoses. And the way coding is performed, evaluated is you can do three problems on a patient and be level four. You can do 28 problems on a patient and be level four.

But at that time they were so complicated medically that I thought professionally and based on my knowledge of what I just did for the patient's medical decision-making, it should be a level five.

Q And just for the record, let's get that clear. Basically you go -- Your RVU's are categorized in levels, correct?

A That's correct.

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Q One through five?

A Correct.

Q One being -- What does one represent?

A A patient could come in and get a vaccine or get a shot and I don't see the patient at all.

Q And then basically the higher the level, the more complex the treatment get?

A Right.

Q So level five is the highest level of treatment given?

A Right. I actually had a patient that came in to see me as a new patient, and he was so swollen that his scrotum looked like the size of a cantaloupe, through his pants. I didn't look at it. And he had severe CHF. And I saw him every day or every other day for ten days, and we got 72 pounds off fluid off him, outpatient.

And the only reason I did it outpatient was his O2 sats were 98 percent

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from the beginning. And that -- that worked. But that to me is a level five. We diagnosed newly onset diabetes, new onset afib, all kinds of problems that he didn't even know he had or been treated for.

Q Did somebody later tell you it was actually a level four? Is that what you're trying to tell me?

A No, I don't specifically that. But those were level fives. But yet the patient with 28 problems that I addressed and spoke about could be only level four unless you're critically ill. Essentially, a level five is to the point where you almost have to go to the hospital or go to the ER, or have O2 sats are low, you have them come back.

So, but I was still learning. I mean, and in all fairness, it's a moving goal post, as we say in football down here in Alabama. Insurance companies, they change the diagnosing coding all the time. So what was fine a year ago now no longer is used.

(Defendant's Exhibit 24 was

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marked for identification, copies attached hereto.)

Q All right. There is Exhibit 24. That's actually the initial audit from October of 2021. Did you get a copy of that?

A I may have. You understand, I don't remember details specifically.

Q Sure. Well, I know you don't understand details specifically, but getting a copy of an audit, I think, would be something -- that's something certainly that hadn't happened to you previously in your practice at Cullman Regional, correct?

A Not that I'm aware of.

Q Had you gotten an audit like this at any of your other prior employers?

A No, because I was, as I said before, because I was so busy taking care of so many patients at Louisville, they had an auditor out of South Carolina that reviewed my chart notes every month. That was automatic, so I was used to audits.

Q All right. But what I was

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trying to say, you don't remember if you got this or not, but to me it just seems like it ought to be something that sort of sticks out. But you're telling me it doesn't?

A I'm sure I did, if they say they did.

Q Now, do you remember ever going through -- I guess if you don't remember the audit, you don't remember going through it with anybody.

A I'll follow your question next. I don't remember directly.

Q Okay.

A The only audit, as I remember, meeting we had that I recall was one in the kitchen we talked about after hours.

Q Yeah. But you actually had two audits done, right?

A I don't recall.

Q You don't remember an initial audit of ten records and then a more detailed audit of 300-something records?

A No, I mean, not that detail. I

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mean, I'm know a I'm doctor there, I'm being audited. I assume that on a regular basis.

Q Okay. Look at page three with me.

A All right. I'm getting there. Okay.

Q Now, this indicates that they reviewed ten of your records. Do you remember anybody ever telling you that they'd audited ten of your records?

A They may have.

Q But you don't remember as we sit here?

A Not specifically like that, no.

Q Okay. Do you remember anybody telling you that the auditors had found that you had added a diagnosis 13 times?

A What do you mean by that? Explain.

Q Well, it says right here you added a diagnosis.

A We add diagnoses all the time when we take care of patients. I don't

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understand your question.
Q All right. So I guess it's fair to say that if you don't understand my question, then certainly nobody -- you don't remember anybody talking to you about it?
A My question to you is --
Q I understand -- This is the beautiful thing about depositions; questions only get to go one way.
A Okay.
Q So you don't even know what that means when it says "added diagnosis"?
A No.
Q Okay. What about it says over-billed by one level. Do you know what that means?
A I do.
Q All right. What does that mean?
A It means I overbilled by one level.
Q By -- Instead of a level one you billed a level two, or instead of a two, you

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billed a three?
A More than likely these are level fives that I overcharged and they should have been level four's.
Q Okay.
A But I want to say one thing about this: A lot of doctors today, and I know this from conversations in general, when they walk in a room they say, "Give me your top three or four problems only," because they get paid the same for four problems as they do for 28 problems. I never did that because I wanted to make sure the patient -- I was as thorough as I could with the patient care.
And even -- not counting over-charged, but even if I only got paid level four and I spent, you know, much more time for that visit than usual for level four, the nice thing about that is if someone else came along in the ER or anywhere and saw those records, they could see everything they could about that patient so they wouldn't miss

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anything. My goal was always to be as thorough as I could for the patient care. And a lot of times that meant, after I learned my lesson here, that, you know, you spend a lot more time on a note than you normally would, but that's okay because it was for the betterment of the patient.
Q Okay. What about this entry here, the third entry that says "an invalid specificity diagnosis." Do you know what that means?
A I guess I put in the wrong diagnosis. I'm assuming all doctors make mistakes on that.
Q The only thing you can remember today is you had one meeting discussing audit results at some point?
A Well, the one meeting I remember in the kitchen after hours. I mean, there may have been another one.
Q But you don't remember it?
A Not in detail. I mean, like, no. No. That doesn't mean it didn't happen.

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Q Okay. And tell me everything you remember being discussed in the kitchen after hours.
A They pointed out that level fives were inaccurate. They showed me then what I had to have for level fives, you know, instead of level four. And I think perhaps I didn't do -- Some of those may have been level fives that I just didn't document properly. But the way I looked at it from my professional decision-making standpoint, when you've got 28 problems, this new patient, that's a lot of problems to go over and talk about.
To me, that -- but CMS says not; that's a level four. But to me that felt like a level five because of the complexity of the situation. And the reason I say that is because when you discuss five problems, they can all be related to each other. So there was one point in there in one of these notes that you sent to us, and it says "hypertension, COPD, no need to discuss

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edema." And I thought, there is a need to discuss edema because some blood pressure medicines for hypertension can cause edema.

So if you look at an algorithm from internal medicine, it's huge. It's probably the biggest algorithm, one of the biggest algorithms you could have for decision-making between all the relationships between medicines and patient care and organ systems.

Q Did you change your coding practice at all after this meeting in the kitchen after hours?

A I did.

Q All right. Did you stop doing as many level fives?

A I did.

Q Okay. Is there anything else that you did other than not being -- not coding as many level fives?

A Try to be more accurate with my diagnoses.

Q Okay. Is there anything else

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you did?

A Specifically, I don't recall any more.

Q All right. As to when that meeting would have happened, you don't know when it was?

A No.

Q Was it in '21 or '22, do you know?

A I don't recall.

Q Now, I'll represent to you that they did a more extensive audit of 300 something charts.

A Sure.

Q Do you have any recollection of that at all?

A No. You want me to give this to her?

Q Sure.

A Okay.

(Defendant's Exhibit 25 was marked for identification, copies attached hereto.)

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Q This is Exhibit 25. And if you see down there, on December 7th of 2021 on the bottom?

A Um-hum.

Q Stacy Graves Emails Schinley and says, "Please tell me the audit is finished for Dr. Noffsinger's October charges. He's asking on the hour every hour."

A I don't recall that specifically.

Q Do you recall generally ever asking Ms. Graves about the results of any audit?

A No, but if I did, it was for one reason: To try to be a better doctor. I want -- You know, I look at all these chances for audits and so forth to say, hey, here's how we knew to improve your decision -- not decision-making but your charting so that, you know, the hospital can get proper payments and we can make CMS happy.

So any time there is an audit or any type of testing on a doctor, you want to

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know, you know, and make sure you did a good job. And, obviously, I care. If I didn't care about the audits or audit, I wouldn't be asking about it, that I remember.

Q Do you remember being told that your monthly bonus was going to be held while a more extensive audit was being done?

A I don't recall that. But that would have been okay if it was.

Q Okay. Do you remember if your bonus was held while a more extensive audit was done?

A Not that I recall. And I do disagree with one thing. I don't think I asked her on the hour, every hour.

Q Okay.

A As a matter of fact, I'm sure I did not see her every hour of that day anyway.

Q Okay.

A She was at one end and my office was not near hers.

Q Even if it's not every hour on

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the hour, did you ask her repeatedly?
A Not that I recall.
Q And, in fact, you don't recall talking to her at all about it?
A In one specific conversation, no, I don't, no.
Q Well, any general conversation?
A Not that I recall.
(Defendant's Exhibit 26 was marked for identification, copies attached hereto.)
Q You can hand that one to her. This is Exhibit 26.
A Okay.
Q And really the first page has absolutely nothing to do with you. But the second page is an Email from Pam Brown to Schinley Land.
A Okay.
Q And it says at the very bottom Dr. Noffsinger stopped by -- stopped to see me regarding his October and November bonus payments.

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A Okay.
Q Do you remember stopping by on December 8th to talk to Pam Brown about your October and November bonus payments?
A No.
Q Could have happened, you just don't remember; is that correct?
A Correct.
Q Do you --
A What was this first page on here for to begin with?
Q It's just general conversations about business.
MR. ARNOLD: Completeness so I don't ask him where the other page is.
MR. LOCKWOOD: Yeah.
A Okay. You want me to turn this over?
Q Sure. Do you remember ever talking to Pam Brown about your bonus payments?
A No.
(Defendant's Exhibit 27 was

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marked for identification, copies attached hereto.)
Q Here's Exhibit 27.
A Okay. Thank you.
MR. LOCKWOOD: Oh, sorry, man.
MR. ARNOLD: That's all right.
Q All right. Exhibit 27 includes an Email from Schinley Land to you dated December 8th. Do you see that?
A Yes.
Q And she starts it off, "Dr. Noffsinger, a summary of our discussion a moment ago is as follows." Do you see that?
A Yes.
Q Do you have any recollection of a conversation with Schinley Land about audit or bonus issues on December 8th of 2021?
A No. Doesn't mean I did. I just don't recall.
Q All right. Do you recall receiving this Email?
A I don't recall.
Q About halfway through that main

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paragraph she says, "I spoke with Lisa about this and recommended we go ahead and pay out your monthly productivity bonuses due." Do you remember any conversation about that?
A No.
Q She then wrote, "Any corrections needed as identified by the auditors would be adjusted as they are made on the patient accounts and be reflected on future calculations." Do you see that?
A Yes, I see it.
Q Do you know if any adjustments were ever made in any future bonus calculations?
A Not that I know of. But if they needed to, it was -- that was fair.
Q Underneath the chart she wrote, "Since we talked and you and I agreed on these calculations, I've submitted these bonus amounts for review and approval." Do you remember reviewing RVU's or bonus amounts from October or November with Schinley Land?

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A No. You want this to go --
Q Sure.
A Okay. There you go.
Q This is just date setting for us.
A Sure.
(Defendant's Exhibit 28 was marked for identification, copies attached hereto.)
Q Exhibit 28 is an Email from Chasity Stephens to Lisa Courtney, Stacy Graves, and Schinley Land. Do you know Chasity Stephens at all?
A I was just wondering who that -- who it was, no. It doesn't ring a bell.
Q Okay. Says here she's the revenue cycle manager of physician billing office. Doesn't ring any bells?
A No, sir.
Q To your knowledge, did you ever even talk to her that you know of?
A If I did, I don't remember it specifically.

Q Do you remember getting, like, a 300-page audit in December?
A Not that I recall. Is that the stack that you all showed us?
Q Yes, that's what -- And I have not copied all 300-something pages.
A Okay.
MR. ARNOLD: Oh, thank God.
Q Within the interest of saving trees. I didn't think Allen would be too mad that I didn't give him all 300.
MR. ARNOLD: I was more worried, Robert, you were actually going to go through all 300 pages.
MR. LOCKWOOD: (Laughing.) Yeah.
(Defendant's Exhibit 29 was marked for identification, copies attached hereto.)
Q Okay. So Exhibit 29 is only the first six pages of a 678-page report.
MR. ARNOLD: That's what I meant, all 600 pages.

Q Yeah. I mean, 600 pages is a lot of pages. Do you ever remember seeing a big, thick document related to your treatment of patients like that?
A No, I don't recall that.
Q As we sit here and looked at Exhibit 29 --
A Right.
Q -- do you recall ever having seen these first six pages that we are looking at here in Exhibit 29?
A I don't recall it. Doesn't mean I didn't see it. I just don't recall it.
Q And I misspoke earlier. I think I said they pulled 300-something records. That's incorrect. Actually, it looks like they pulled 178 records. Do you --
A No.
Q Do you remember anything about that?
A No, 178 or 300, no.
Q Okay. The only thing you remember is a meeting with Schinley and Lisa

and after hours?
MR. ARNOLD: The kitchen meeting?
A Kitchen meeting.
Q Yeah.
A And the way I looked at it in general, I'm a physician, I'm taking care of the patients. If they need to audit, they go ahead and audit, and when they are done they can tell me what I need to do to become a -- you know, to improve myself and my patient care. That's -- that's what the results of all this is. They are the experts in auditing, I'm the, quote unquote, expert on taking care of the patients.
But I know how important auditing is because it's a way to teach the providers how to better adapt to and reflect the patient care and charges for the changing landscape in medicine all the time.
Q Well, it's not only that, I mean, it's also a federal compliance requirement, isn't it?

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A I'm assuming it is.
Q All right. I mean, you know that upcoding can potentially lead to liability and fines to the hospital from the federal government, right?
A Yes.
Q Okay.
A But so can downcoding.
Q Sure.
A So if I charge a level two and it should have been level three, they can fine for that as well.
Q Sure. Miscoding, bad charts, all those things can get you in trouble with the federal government?
A That's correct.
Q All right. So that's another reason to do these audits?
A Oh, of course.
(Defendant's Exhibit 30 was marked for identification, copies attached hereto.)
Q There is Exhibit 30. You can

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give that over to Jackie. Exhibit -- oh, I didn't give you a copy. Sorry.
MR. ARNOLD: It's all good.
Q At the bottom of the page there is an Email on Exhibit 30 from Schinley Land to Chasity Stephens, and it references --
A Right.
Q -- that you and Schinley had talked and she shared that your initial audit findings were too high.
A Right.
Q Was that during the kitchen meeting or some other time?
A I don't know specifically which one. But I know -- I know why I charged what I charged. It was incorrect in the end. But my thinking at the time was if you have 28 diagnoses in one visit, a new patient, that's about as complicated -- complex as you can be. But not to CMS. You can have one problem with CMS, it can be a level five if their oxygen level is too low.
Q One thing she wrote is that you

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did make changes but you still expect to sit down with the coder to discuss. Do you remember making that statement ever?
A No.
Q You would agree, though, that after the kitchen meeting after hours that you did make changes to the way you coded?
A Yes.
Q And one thing she wrote is, "I speculated he had too many level fives on stable patients." What does that mean?
A That's what we were talking about earlier. Stable patients to CMS is someone whose O2 levels are good and they are not about to die at that very moment, or need to go to the ER or need to be put in the ICU. But when you have a patient with 14 to 20 diagnoses that are interrelated, certainly, if you have heart disease and CHF and all these other problems and history of strokes, are you ever truly a stable patient? No. But according to their definitions, I overcharged.

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Q Okay.
A I admit that. Honest mistake. And, remember, all this time I kept asking the coding specialist every time I saw her how am I doing on my coding.
Q In your patient exams?
A I asked the coder who was my patient, how am I doing on my coding, and every time she said you're doing fine. I said, "Okay. Just to make sure."
Q And you're asking her those questions in the course --
A In the exam room.
Q -- in --
A Yes, that's true.
Q -- in the course of rendering medical treatment?
A That's true.
(Defendant's Exhibit 31 was marked for identification, copies attached hereto.)
Q Okay. Here's exhibit --
A Very informal.

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Q -- 31.
A You want me to hand this over?
Q Sure.
A Okay.
Q This references an attached document that they want to review with you in a meeting on Monday. Exhibit 31 is --
A Monday what?
Q Well, that's where I'm going to get. You're obviously a brilliant man because you're -- I'm trying to date set with you.
A Well, I've been told otherwise.
Q So you see the Email's dated Friday, February 25th?
A Yes, sir.
Q And so the following Monday, using our powers of logical deduction, would be Monday, February 28th. Do you remember if that was the date of this kitchen meeting?
A I don't remember the date.
Q All right. Look at the attachment, which is titled "Noffsinger

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second audit 2021."
A Correct.
Q Do you recall ever seeing that document?
A I may have, but I don't recall.
Q Do you know if you reviewed Noffsinger Second Audit 2021 during the kitchen meeting after hours?
A I don't recall.
Q Okay. During the kitchen meeting after hours -- Well, you recall Schinley Land, Stacy Graves, and who else was present?
A I'm not sure.
Q Was Stacy there?
A I'm not sure she was.
Q Okay. I didn't mean to put words in your mouth.
A Tammy Waters, I think, was there.
Q Okay. Schinley, Tammy?
A And I think two other people. One or two other people. I don't remember

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who they are.
Q Okay.
A I don't think I ever saw them again.
Q Okay.
A But don't quote me on that.
Q All right. But it wouldn't have been Stacy or --
A It may have been Stacy. When you've got five people in the room, I don't recall exactly.
Q Okay. During the meeting after hours do you remember going over the top three findings of your audit?
A Not specifically.
Q Okay. Do you -- Look at that note with me.
A Right.
Q You asked me what an added diagnosis was earlier. Here's somebody else telling us what it is, because I'm not a doctor.
A Right.

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Q "Added diagnosis: The most frequently added were: BMI, nicotine status, insulin." What does that mean to you?
A Well, here's -- BMI, I was told we were instructed to always put the BMI in there. Number one, for the government to overlook, you know, and do research on it. Nicotine status, that's a very generalized diagnosis code versus smoking, smoker, current smoker, past smoker.
And sometimes some of these diagnoses were already in there from other visits from other doctors prior, so you may use one. And it's already there. But it's, you know, technicality.
Q Okay. So --
A It didn't change the treatment for my patient. I'll put it that way.
Q Got it. But do I take it to mean an added diagnose means that you were putting a diagnosis in the chart that they considered unnecessary?
A Well, they may consider it

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unnecessary for billing purposes, but I consider it necessarily for treatment purposes and documentation purposes. Like I said before, the more you put in that chart note and the diagnoses, the more someone else has the ability to see everything about that patient so they don't miss anything.

Q Do you remember in the kitchen meeting after hours talking about adding diagnoses for BMI, nicotine, or insulin?

A We were told to always -- from my understanding we were always told to put the BMI in there.

Q I know. My question is, though -- I'm talking about during your meeting after hours --

A Um-hum, yes.

Q -- where something was discussed about your audit --

A Right.

Q -- do you remember there being a discussion of BMI during that meeting?

A There may have been. I don't

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know specifically what it was about.

Q What about nicotine status or insulin?

A I'm not -- I don't remember it in detail like that. Did I improve after that?

Q Well, certainly it says -- I want to give you credit here.

A Okay.

Q Up at the top --

A Right.

Q -- of the 178 records over-billed by one level, but this has improved since audit.

A Okay.

Q Do you remember them ever telling you, hey, you've done a better job with your overbilling?

A I don't know if they told me that, but I knew I had just because of what they had taught me.

Q Okay. I think I asked you this, but I'm not sure: Did you ever meet with a

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coder on how to improve your code?

A I'm sure I did.

Q Okay.

A Don't ask me the date, though. I don't remember.

Q All right. Do you remember anything about that meeting?

A No, not specifically.

Q Any suggestions they would have given you to improve your coding?

A No. It's -- when they -- when coders come to you to give you information about what you need to improve, you take it in and you do what you can. But it could be six months later CMS or insurance has changed the diagnosis codes. So it's a constant revolving dynamic process. And, yes, we take very serious care in that all the time. But it can change on a regular basis. Moving the goal post, so to speak.

(Defendant's Exhibit 32 was marked for identification, copies attached hereto.)

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Q There is Exhibit 32. You can --

A Give it to her?

Q Yes, sir. So this is an Email exchange between Lisa Courtney and Schinley Land in February of 2022. And she puts it -- I'll tell you what it looks like to me is this is a list of your RVU's that are over your base of 423.

A Right.

Q It looks like your RVU's took a dip in October and then came back up.

A Over, you mean?

Q That's right. They went from 315 to 292, and then went up from 292, correct?

A Yes, that can vary.

Q Okay. How much does it vary?

A Tremendously.

Q All right.

A For instance, the season. Are people sick? Are they going to urgent care instead of you? Am I sick? There was one month in June where I came down with RSV and

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parainfluenza virus at the same time. And so I missed two weeks of work, so my RVU's were dropped for that reason. It depends on patient care.

It depends -- Basically, this is at this point after I was instructed the difference in how to correct my coding from level fives. Generally, it came back to most of what would come back to how many patients I saw that month.

Q Okay.

A And you could correlate that probably by going back to number of patient visits per day, adding them up. And that would be why the RVU's dropped, because most of my charges were level four's.

Q Okay. After you got audited?

A Most of them before they were level four's also. But, yes, more so after I got audited. Yeah.

Q Okay. And you tried to change your coding practices so that the RVU's would come down. Well, just to accurately reflect

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it being a four instead of --

A Yeah, I didn't change them to bring the RVU's down. I changed them to be more accurate for the coding purposes.

Q Do you have any idea why your RVU's are lower in October?

A I may have been sick.

Q But as we sit here do you know?

A No. I mean, it could be, like I said, people not showing up, me not showing up. But the number of patients you see, generally, for me, it's pretty predictable at that point.

Q So you see in the middle of the page there Stacy communicates back to Lisa, "I know, but you cannot make him believe that. I have tried." Had Stacy Graves ever communicated with you that your coding was too high?

A Not that I recall.

Q Do you recall her trying to make you believe anything and you disagreeing with her?

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A That's -- No disrespect, that's a very general question.

Q It sure is.

A We could disagree about who's going to win the Mississippi State/Kentucky football game.

Q Great. Did y'all disagree about that?

A We -- No.

Q Okay.

A Kentucky was going to lose.

Q Okay. So but with regard to your coding practices and your billing practices, had she made any efforts to get you to change any of your practices and you disagreed with her?

A Not that I recall.

Q Okay.

A There were probably many people who were involved in coding and billing decision-making. And I'm going to listen to anybody and everybody about that because they're the experts. And while I -- while we

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as doctors put down what we think is the right -- right level, we can make mistakes. And that's why you have these people to come along and check us; to make sure they correct us or teach us how to do a better job.

Q Do you -- I'm sorry, I didn't mean to interrupt.

A You're good.

Q Did you ever tell Stacy Graves, "I'm not making mistakes. I'm doing it right," anything to that effect?

A Not that I recall.

Q Okay. Lisa then responds on February 24th, "Pretty sure after I'm done today he will." Do you remember having a conversation with Lisa in February of 2022 about your coding practices?

A No.

Q Do you ever remember her, let's just call it, being perturbed in any manner with the way that you were coding?

A Not that I recall, no. I didn't see Lisa very much. I saw her on more of a

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-- like, she may be talking to someone else in the office and I may walk by, say hey, hi, or whatever. But, no, not very many direct.
Q So if she came to you, it must have been important?
A It would be. But if anybody came to me, it would be important.
(Defendant's Exhibit 33 was marked for identification, copies attached hereto.)
Q Here's Exhibit 33.
A Thank you.
Q Now, even though you're an employee, you have to file an application with the credentialing committee to be on the staff of a hospital, right?
A Yes.
Q Okay. And that's the way it is at any hospital in the United States, you got to apply to be on the medical staff, right?
A Even though you don't cover inside the hospital.
Q That's right. It's just you got

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to be on the staff?
A If you're a hospital employee.
Q That's right. And so did you -- This one is dated October 6. We know you started in April of 2020. What did you do to get on the staff when you started?
A Filled out an application, the best I can remember.
Q Then is it something where you have to re-apply every year to be renewed as a member of the staff?
A I -- I suppose. I don't recall.
Q Okay.
A I did not cover patients in the hospital.
Q Okay. This is a letter saying that your re-appointment application was found to be incomplete. Do you remember any communication with anybody on the credentialing committee about giving them records related your medical staff appointment?
A No.

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Q It says, "The medical staff office made attempts to retrieve missing items from you and/or your office manager." Did you ever speak with anybody about -- and it looks like you had to provide evidence of your continuing ed. Do you remember ever speaking with anybody on the credentialing committee about that?
A One person in particular, no, but I always had to make sure I kept my CME up.
Q Sure. Lawyers got to do it, too.
A Do you?
Q Oh, yeah. Do you remember talking with Stacy Graves at any point about, hey, we got to get your CME's in to the credentialing committee?
A I think I did. I remember that.
Q All right. And what did you do? Did you give her copies of the courses you had attended? How did that work out?
A Right. Or if I needed to take

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some, take some.
Q Do you remember anybody telling you to the effect of, hey, if we don't get your CME's into the committee, you're not going to be on the staff, anything like that?
A I don't recall that. I think most of the things like that it was let's get this fixed so we can just keep on going.
Q All right. Now, Dr. Noffsinger, when you have a patient visit --
A Correct.
Q -- they come into your office, I guess you meet with them in an exam room, right?
A Right.
Q And when you -- when you treat a patient you're supposed to prepare notes that essentially summarize that meeting with the patient, correct?
A Correct.
Q And those notes then go into the patient's chart, right?
A Correct.

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Q And you're required to sign those notes, correct?
A Correct.
Q And you know that the hospital has to have a signed note regarding your visit before they can bill, correct?
A Correct.
Q Do you agree that the hospital expressed concerns to you about the timeliness of your completion of notes?
A They may have. I don't recall a specific conversation about it.
(Defendant's Exhibit 34 was marked for identification, copies attached hereto.)
Q Here's Exhibit 34. This is an Email between Stacy Graves and Schinley Land in August of '21. And I note it says, "I know Dr. Noffsinger finalizes his notes each weekend."
A Correct.
Q Do you agree that was your general practice was to finalize notes on the

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weekend?
A Yes, sir.
Q Okay. Do you remember talking with Stacy Graves about completing your notes from mid July?
A She could have told me that.
Q Okay. Something interesting that's at the end of this first main paragraph is --
A Yes.
Q -- it says, generally, they wanted their providers to have a one-to-three-day lag time, but for Dr. Noffsinger we've made an exception due to his volume and extended to seven days. Do you remember that?
A Yes.
Q Tell me what you remember about that.
A I just -- They knew how busy I was. And there was not logistically time for me to finish all those notes and take care of all those patients at this -- in that three-

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day lag period. And if you also notice in here, Nicole Mangum is the other provider, and she and I were the two top providers in that clinic. So there may be a correlation there, too, the more patients you see, the more potential risk you have of lag -- lag time getting those finished.
Q Do you recall if you communicated with Schinley Land in August 2021 about delays in completing your notes?
A Not specifically, no. They may have come to me and said we need to get these notes done, I said, "Okay. I'll work on it." Or, you know, whatever they wanted me to do.
(Defendant's Exhibit 35 was marked for identification, copies attached hereto.)
Q There is Exhibit 35. And in the middle there you'll see an Email from Schinley Land to you dated November 29th of 2021.
A Right.
Q It says, "I know you usually

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complete notes over the weekend, but some of these are greater than a week old." Do you remember getting that from her?
A That could have happened, but I will tell you also, we had a discussion earlier about IT help on the weekends. And if IT couldn't help me enough on the weekends, their computer system was down, or I couldn't log in because they wouldn't accept my password. If I can't log into the computer system, I can't -- There were one or two times where I literally drove to Cullman to do notes because the computer system was down so much --
Q All right.
A -- on weekends.
Q Do you remember when those were?
A No, but I remember it was so frustrating. I got in my car, told my wife, "I've got to go to Cullman to do notes." I drove to Cullman to finish notes on my time off.

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Q Okay.
A So that's --
Q How long of a drive was that from Chelsea?
A Eighty miles. So my point behind this is: We talked about team work and all the people involved in make -- helping a doctor to be productive and take care of the patients the best they can. All those gears are connected to each other in some form or fashion. And if one gear breaks down or the computer system breaks down -- and from what I understand, it frequently did on the weekends because that's when they were doing repairs and/or updates. And when that happens with me, it can back me up.
Q Okay.
A But it wasn't for my lack of wanting to do the notes. I just mentioned I did drive, I know more than one time to finish notes at the office.
Q Um-hum. So this was sent to you on November 29th and had notes, looks like,

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starting from November 10th of 2021. Are you telling me your computer had been down for three weeks?
A I don't know detail.
Q Okay.
A Specifically.
Q All right. Three weeks is -- 19 days.
A That's a long time.
Q Yeah. They should have been turned in earlier than that, correct?
A Right. My only point behind all this was it was more than one person involved in getting notes turned in on time.
Q Got it. And --
A Do you want me to give this up?
Q You can.
A Okay.
(Defendant's Exhibit 36 was marked for identification, copies attached hereto.)
Q Here's Exhibit 36. This is in that same time period. And on November 29th

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Stacy said you were off that week but you had called her a couple of times today with questions about the computer, so you're working during your vacation?
A There you go.
Q All right. Do you remember anything in particular about that communication with her in November?
A No.
Q Do you remember what you talked about regarding the computer?
A No, except if I couldn't log in, or if it was not ramping up to, you know, the system that I needed.
Q Did you and Stacy ever talk about delays in completing your notes other than the IT issues?
A She may have. I don't recall. She was the office manager, so anything she talked to us, you know, was for improvement of correction or instruction from above her. Give this up?
Q Sure.

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A Okay.
(Defendant's Exhibit 37 was marked for identification, copies attached hereto.)
Q There is Exhibit 37. And that's where it starts off where a coder Emailed Stacy on December 21st about your claims starting with December 6th were missing documentation. And Lisa responded back, "I'm on it." Do you remember having any communication with Lisa Courtney in December of 2021 about completing your documentation?
A No.
Q There is a Email -- part of this is an Email from Chasity that says, "All these are part of the DNFB, too." Do you know what the DNFB is?
MS. ARNOLD: Object to form.
A I'm -- I don't know.
Q Okay.
A You want me to give this up?
Q That would be great.
A All right.

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Q Do you remember any specific communication you would have had with Stacy Graves about timely completion of your notes?
A She probably did, if I was behind.
Q All right. I know that -- When a lawyer hear's the word "probably," that means you think it might have happened but you're not sure. As we sit here do you remember any particular --
A Particular?
Q Yeah.
A No. General context of it, yes.
Q All right.
A Get your notes done, get your notes done, get your notes done.
(Defendant's Exhibit 38 was marked for identification, copies attached hereto.)
Q Okay. That's Exhibit 38. And it looks like on December 27th Tammy Waters -- that's your patient, right?

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A Yeah, I thought we just saw this one.
Q No, it's an update.
A Okay.
Q You see at the top she says, "Do we have an update on Dr. Noffsinger?"
A Okay.
Q Okay. This is Tammy Waters, this is the patient that was telling you everything was fine during every one of your treatment sessions, right?
A Yeah, but that was in the room. Right.
Q Okay. And she was asking you if there was an update on your notes for that December 6th to December 16th period. Other than in the room, did you ever have any direct communication with Tammy Waters about your notes?
A I may have, but I don't recall.
Q Okay.
A I'm thinking about in my office, did someone come in my office and sit down

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and talk with me. I don't recall.
Q As we sit here today, do you know when you completed your notes from December 6th of '21?
A No, I do not. But I'm assuming I did complete them.
Q You can give that one to her.
A Okay.
(Defendant's Exhibit 39 was marked for identification, copies attached hereto.)
Q Here's Exhibit 39. That's an Email from Tonya Foster to Schinley Land. Do you have any idea who Tonya Foster is?
A No, sir.
Q What about -- She talks about a weekly meeting with Gene Lee. Do you know who that is?
A No.
Q Seems like they are -- they work with Home Care and Hospice Service. And it says, "We hand deliver and pick up every week to" your office. Do you know anything about

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hand deliveries or pickups from Home Care and Hospice Services?
A Yes. We had generally at the end of each day or such, they would drop -- they would come in and drop them off to the receptionist. They would come over to the stack, and we would fill them out or sign them, the best I recall.
Q What are they dropping off?
A It's a folder.
Q With what in it?
A Paperwork to sign and fill it out.
Q What kind -- what kind of paperwork?
A I think orders for home health, hospice, recertification papers. And the hospital got paid through home health certification orders as well.
Q Sure.
A So they were paper form.
Q Sure.
A That I recall.

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Q Well, I think I understand, but let's get it on the record.
A Sure.
Q Certain of your patients would be receiving home care services or hospice services, correct?
A Correct.
Q And through the Home Care and Hospice Services department, you would sign orders for those patients that were being cared for at home?
A Correct.
Q All right. And every day at the end of the day, the Home Care and Hospice Service would send somebody over with a set of orders that you needed to sign?
A Whatever practice they had.
Q Whatever paperwork --
A Need to be dropped off.
Q Yeah. All right.
A Sometimes they would wait for them.
Q Sure.

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A And I would be filling them out right there.
Q Did anybody ever tell you there had been an issue with getting certain of your orders related to hospice and home care, getting those completed?
A Not that I can recall.
Q Give that over to her.
A Okay.
Q I told you we would come back to Exhibit 5 eventually, which is the one you got there.
A Okay.
Q Now --
MS. ARNOLD: Hey, Robert --
MR. LOCKWOOD: You need to take a break?
MR. ARNOLD: Yeah, I need to take a --
MR. LOCKWOOD: Let's do it.
MR. ARNOLD: -- break.
THE VIDEOGRAPHER: We are off the record. The time is 1:09 p.m.

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(Break in proceedings.)
THE VIDEOGRAPHER: We are back on the record. The time is 1:23 p.m.
Q Great. Dr. Noffsinger, while we were on the break you and I were talking generally about the fact that I think everybody nowadays has a prescription of some kind, and I should have asked you this earlier today. Are you under -- Are you taking any medications today that would affect your ability to testify truthfully under oath?
A No.
Q Are you taking any medicines today that would affect your ability to remember any of the events that are related to this lawsuit?
A No.
Q Great. All right. So we were looking at your EEOC charge before we left, and that's Exhibit 5. And it says, "Respondent commenced marketing efforts to increase the practice's patient loads. All

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of the internists were invited to participate in these sessions with the advertising agency which included social media advertising, TV interviews, and print advertising. Respondent did not extend this invitation to me." You put that in your EEOC charge, right?
A Yes.
(Defendant's Exhibit 40 was marked for identification, copies attached hereto.)
Q Okay. There is Exhibit 40.
A All right.
Q Now, that's an Email exchange between Bethany Lambert and Schinley Land from October 27th of 2021. And it attaches a PCP flier -- PCP being primary care providers; is that right?
A Okay. Yes.
Q As far as you know?
A Yes.
Q And I do believe the flier that we see attached at the second page, that's a

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flier that you actually -- you've got a copy of that flier somewhere at home, right?
A No.
Q No? I thought y'all produced one of these to me in discovery.
A We may have. But not -- I think the one we produced was the final, without my picture on it.
Q Okay.
A In other words, there was a flier that went out later that did not have a picture of me.
Q Okay.
A But this one I did not -- had never seen before, didn't know it was going out.
Q Okay. Do you know if it actually got sent out or not?
A I don't know.
Q Okay.
A My wife is a patient there and she did not -- she got the final flier. She did not get this one.

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Q Okay. And when was that flier issued?
A Which one?
Q The one that doesn't have your picture on it.
A It came -- it showed up after I was terminated.
Q Okay.
A Or I don't know when it was produced. I just know that my patients told me about it --
Q Okay.
A -- and my wife showed it to me.
Q Okay. And your patients told you about it and your wife showed it to you after you were terminated?
A Yes.
Q If somebody from the hospital says that this primary care flier that we see with Exhibit 40 got sent out, would you have any reason to disagree with them?
A No.
Q There is some text in this Email

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I also want to sort of review with you. It talks about beginning November 3rd, Dr. Alam will offer early morning appointments starting at 7:00 a.m. every Wednesday. Is that a service that he offered that you recall?
A I don't remember. I didn't know he was doing that.
Q All right. Did you ever offer early morning appointments starting at 7:00 a.m.?
A No.
Q You had that eighty-mile commute ever day, right?
A I did.
Q And then the third bullet point down there says, "Cullman Regional Group has six primary care providers accepting new patients in two locations." So do you know if in October of 2021 if you were still accepting new patients?
A I never did not.
Q Okay. That's a -- that's a

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terrible question and a terrible answer. So let's get it -- Was there ever a time during your employment where you stopped accepting new patients?
A No, sir.
Q I'm no math major, but there's eight people on the flier, and it says six are accepting new patients in two locations. Do you know if any of the other providers that we see on the flier had ceased accepting new patients in October of 2021?
A I'm not sure. I'm not sure how long Dr. Studdard was there either, for my timeline. That's -- she had had maternity problems, from my understanding. You want me to hand this over?
(Defendant's Exhibit 41 was marked for identification, copies attached hereto.)
Q Sure. There is 41.
A Thank you.
Q This is a series of Emails with Jennifer Malone, who appears to be the

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Director of Public Relations and Marketing. Do you recall Ms. Malone?
A No, sir.
Q Okay. If you look at the last page of Exhibit 41, it's an Email that she sent to a bunch of folks on January 18th of 2022. And your Email, when you were working for Cullman Regional, was Hansel.Noffsinger@CullmanRegional.com, correct?
A I think so.
Q Okay. And that Email was sent to Dr. Alam. Do you know who April Frater is?
A Never heard the name.
Q Dr. Gonzales, John Morgan was one of the doctors, right?
A Yes.
Q You, Caroline Studdard, Carlos Villar, Nicole Mangum, and Ashley Taylor. Do you know who Ashley Taylor is?
A She was working with Dr. Villar at the South Clinic.
Q Is she a doctor or CRNP?

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A A nurse practitioner.
Q And that informed all of y'all that in February they were going to launch a PR campaign to help the community get to know Cullman Regional Medical Group primary care providers. Do you see that?
A Yes.
Q Do you recall receiving this Email?
A No.
Q Do you have any reason to think that this Email was not sent to you?
A No.
Q And she said one way to let the community know is to get responses to these three questions that she asked. Do you see that?
A Yes.
Q Do you know if you ever provided responses to those?
A No, I never saw the questions.
Q All right. All right. So that's a different answer from what you gave

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me a second ago. You just said you never saw the questions, but a second ago you said you didn't -- you'd have no reason to think they didn't send this to you. Are you telling me you did -- Did you or did you not get page three?
A Just because they sent it to me doesn't mean I actually saw it.
Q Okay.
A Opened it.
Q Okay.
A So I just -- I never saw these questions. I don't know if they sent it to me or not. I have no proof at this point.
Q Before today had you ever seen any of the Emails that we see in Exhibit 41?
A Not that I'm aware of.
MR. ARNOLD: In fairness on the exhibit, he's only addressed on two of the 17 pages.
MR. LOCKWOOD: Oh, I got it. Yeah.

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MR. ARNOLD: The record doesn't have it, though.
MR. LOCKWOOD: Yeah.
Q On January 27th, Ms. Malone sent another Email to all the providers saying thanks to everybody who sent the information. If you haven't, send it back to me by COB tomorrow, close of business. Do you know if you received that Email or not?
A No.
Q And then, ultimately, on the front page Ms. Malone tells Stacy Graves we've received replies from everybody except Gonzalez, Noffsinger, and Mangum. It's fair to say you never replied to any of these Emails?
A No, I didn't know about them.
Q Okay. But if Dr. Studdard replied, it would be reasonable for them to include her in their publicity campaign, wouldn't it?
A Yes.
Q And if Dr. Gonzales replied, it

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would be reasonable to include him in the campaign, right?
A Yes.
Q And if Dr. Morgan responded, it would be reasonable to include him in the campaign, right?
A Yes.
Q Okay. Now, it says here that Dr. Studdard was going to make an appearance on Don Talk on February 11th, which is a local interview segment on My Cullman TV. Your EEOC charge said that -- one of the things you said was this advertising campaign included TV interviews. Is that the TV interview you're talking about, the one that Dr. Studdard did with Don Talk?
A I am assuming it was. Since I didn't do the interview, I don't know.
Q Well, you wrote in your EEOC charge that TV interviews occurred.
A But you asked me if that were the TV interview. And I don't know.
Q All right. Well, what TV

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interviews do you know about?
A I -- I just know that I had heard that they were doing TV interviews.
Q Okay. So you don't know one way or the other if interviews actually occurred?
A I'm assuming. Maybe that's a bad thing to say, but I'm assuming they did because that was part of the plan.
Q Who told you that?
A Brimer, and I think Stacy.
Q All right. Did you tell Stacy you wanted to do a TV interview?
A Not directly.
Q All right. Did you do it indirectly?
A No, I -- I was so busy, I said my point was if I had to have one, I would do one. But, you know.
Q But you were so busy you really didn't have time to do one, did you?
A I wasn't sure that -- it's kind of -- I'm going to answer it this way: If you're on a team, even if you're the star

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running back, like at Alabama, everybody has got to do the same thing. So if I'm part of the team, whether I want to or not, they are going to come to me and say, "I know you don't want to do this because you don't have time, but you need to do it, though, because you're part of our team."
You've got to abide by the rules of that organization. And my point behind this is: Even if I was busy and I wasn't, like, needing new patients that much, it was more of an assurance that I was still part of the team. And that made me feel like I was not. Because if they really were trying to get everybody involved -- And I was not aware that Gonzalez and the other one, Mangum, did not do it.
Q You were or were not aware?
A Were not aware. So I was assuming that I was the only one that was left out.
Q Okay. Yeah. Tell me everything that Brimer told you about this advertising

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push.
A He just said we've got to go do a TV interview, and maybe a video chat or some type of thing like that.
Q All right. What else did he tell you?
A That's it.
Q Well, who told you about print advertising?
A I did not -- I knew about the print advertising for me early on. Yes, they did a great job of that to help me in the community. But in the end, when that -- right after I was terminated, that letter arrived within one or two days. And my thinking is, that had to be planned long before to put that letter out there without me on there.
Q Okay.
A So it appears to me that was a planned movement action to leave me out of that final marketing.
Q All right. So you're testifying

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under oath that the flier without your name on it was received by your wife within one or two days of your termination?
A No. But my patients in general, I can't say one specific patient, but my wife did it get it pretty fast.
Q Well, I got that. But a second ago you said within one or two days, and if that's going to be your testimony, I need to know it. Are you saying --
A I can't say that.
Q Okay.
A I'll retract that.
Q Okay. All right.
A Let's say very rapidly to get them printed and get them mass bulk into the mail and get them to everybody.
Q Okay. Do you know how long after you were terminated your wife received that flier?
A Within -- maybe within a week, my -- my best recollection at this point.
Q Okay. Now, what I was asking

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you about was this advertising, this marketing efforts to increase the patient load. You said the advertising agency was going to do social media advertising, TV interviews, and print advertising.
A Okay.
Q Did you actually see any of the social media advertising?
A I did not.
Q Because you're not on social media, correct?
A That's correct.
Q Did you actually see any of the TV interviews?
A No.
Q Did you actually see any of the print advertising associated with this marketing effort?
A The only one that I saw was after I was terminated.
Q Okay.
A Like this (indicating), I never saw this.

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Q Okay.
A Whatever this is.
Q So how did you know there was social media advertising?
A I think through Stacy and generally our conversations in the office with the staff, the other doctors.
Q All right. As we sit here today, I think -- again, that sounds sort of like speculation to me. Do you remember talking to anybody about social media advertising?
A Not specifically.
Q All right. Do you remember talking with anybody about print advertising?
A No.
Q All right. You did talk to Brimer about TV interviews?
A Yes.
Q All right.
A I think he went down and did one.
Q Okay. From what he told you?

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A Um-hum.
Q Is that a yes?
A Yes, I'm sorry.
Q Told you you'd do it. You've done a really good job today. And when Brimer told you about the TV interview, you recall having some kind of conversation with Stacy Graves about this marketing push?
A All in general context.
Q All right. Tell me about the general context.
A There was -- At some point in all this time there was a push to get more marketing out there. And I understand it for those who need new patients. What I was concerned about from my standpoint in these charges is I was -- I assumed, again, that's my assumption as an employee, because I don't know everything going on in that clinic on both sides.
I'm assuming that everybody -- they wanted everybody involved in it. But they didn't, now that I know, because they

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didn't have everybody involved. They may have wanted it, but they never came to me and said, "You have to do this. You're part of our team, you have to do this." Because all of us in our careers, you may not want to go to that meeting, reunion with the, you know, office staff or, you know, whatever. You know, or your company. But you need to go for the sake of appearance for the company, and since you're part of the team.

Q Do you think you were left out of the marketing efforts because of your age?

A I do.

Q All right. Why?

A I think at that point they realized that they hired so many internists to come in with the same -- and they thought they were going to be doing better than they were. And they weren't seeing as many patients to justify their salary. In other words, their salary was higher and they were losing money on those doctors because what they were getting paid on salary was more

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than they were generating in income from the patient visits.

Q Okay. That doesn't -- That sounds to me like financial, not age.

A Well, then they decided, from my observations, best I can tell, we don't have enough patients for these two doctors, he does. Let's get rid of him, he's older, and give those patients to him.

Q I got you say termination, I got you say that's because -- I'm trying to say what about the marking plan was related to your age?

A I think the entire -- There was no marketing plan related to my age.

Q Oh, okay. You think it's all an entire scheme --

MR. ARNOLD: Object to form.

Q -- that the entire -- and maybe "scheme" is a bad word. That the entire course of conduct because --

A Yes.

Q -- they were trying to build

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this practice and because they were trying to get patients to these other physicians, you think that's all because of your age?

A No. I think they had made a decision somewhere earlier on we are going to let him go --

Q All right.

A -- and we'll take his patients and give these doctors because they don't have enough on their own, and we need to justify their salaries. And that's -- they had a primary care meeting about all the primary care doctors before Stacy went on this corporate trip to Orlando. And she told me, "I know one thing; we had a meeting about all the providers, and the only one that's safe is you because you were never mentioned in the meeting."

Q And so at that point it sounds like no decision had been made. When did this decision to terminate you get made?

A Before that meeting --

Q Before you were fired, sure.

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A No, but before the meeting with about talking about providers, because at some point Alam, Brimer, and I talked about the fact that Villar had put on his social media Facebook, "Hey, I'm going over to the North clinic."

Q Okay.

A And we were saying, "Whose office is he going to take?"

Q And you think all that's because -- what was it --

A Yeah.

Q How old were you when they hired you?

A 66, 65.

Q What's your birthday?

A November 14th, '55.

Q 1955.

A So I'll be 70 this year.

Q Okay. So you'll be 70 this year. So in '55, back in 2020 when you were hired, you would have been 65?

A Right.

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Q All right. So when you were terminated you would have still been 66?
A (Nods, indicating yes.)
Q Okay. Hadn't rolled over yet. I guess, what changed? If they hired you when you were an old guy and fired you when you were an old guy, what -- what changed?
A Ask them.
Q Okay.
A Because my point is: Why would you have a provider meeting, a meeting where we are talking about what all the providers are going to do, where they are going to be, where we are going to send them, and one doctor who was still working there name never came up in the meeting, in the entire meeting. And my manager said, "The only person I know is safe is yours because your name was never brought up in the meeting."
Q Okay.
A That tells me one thing. That tells me they had already made a decision I was not going to be there.

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Q Okay.
A Because otherwise why wouldn't they have mentioned my name?
Q Okay. So that -- But could it be because you were perceived as caustic?
A I don't see that, no.
Q Could it be because you were perceived as pushy?
A No, I don't believe that.
Q Could it be because you had problems with your coding?
A No, I don't believe that.
Q Okay.
A Because every one of these things, coding got corrected, every one of these things. And if you're part of a team of providers, health care providers, your name is not mentioned, somewhere their decisions have been made before that meeting not to mention your name. And my manager obviously knew nothing about this.
Q Okay. But you're just assuming that it must have been because of age that

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your name wasn't mentioned during the meeting?
A I was the highest producer in clinic, and the oldest. And the ones that are much younger -- in fact, we looked at the numbers, and I had up to 75 percent of the production in the clinic myself.
Q All right. Well, let's say that they did just want to steal your patients.
MR. ARNOLD: Object to the form.
Q Well, that's -- Your belief is they want to take your patients and give them to other doctors?
A Well, I wouldn't say steal.
Q Let's take the word "steal" out.
A They -- they had two doctors or three who were -- two of the doctors who were internists were on the same pay I am, base pay. And I know they weren't matching their salaries. I know they were losing money on these doctors. So I'm not only not losing money, but I'm doing the work of more than one, maybe two, two and-a-half doctors.

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Q Great. Well, if they wanted to boost those doctors economics, that would be an economic decision, not an age decision, right?
A The decision to leave me out of it, to fire me, is the difference. By getting -- by fire -- terminating me, you left all those patients out there without a provider. Where are they going to go? And what's the first response that Schinley said on the day I was fired? She asked my staff, "What are you doing?"
They said, "We are taking care of messages about labs and meds for the patients." "Don't worry about all that. Quit worrying about all that. That's not important right now. Get these patients re-assigned."
Q That's right. Re-assigned to the other doctors.
A It was planned.
Q That's right. And under -- under your theory it's planned to take your

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patients and give them to other doctors?
A Yes.
Q Other doctors who are financially struggling?
A Yes.
Q Other doctors who they wanted to improve?
A Yes. Other doctors who were much younger than me.
Q Okay. Other doctors who were different races than you?
A Oh, I don't know about that.
Q Well, no, I'm just trying to -- They are different from you, different heights than you. They are different from you in lots of ways.
A That's not what the EEOC is about, my height or my weight or my race.
Q Well, I'm just trying to figure out how you narrowed down on age. They are different races than you, right?
A I never thought of it that way.
Q All right. They are different

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genders than you, different providers from different genders?
A I haven't thought about it that way.
Q Yeah. The only thing you focused in on was age, right?
A The only thing that was different was age.
Q Well, even according to you the thing that was different was production, right?
A My point was I was very well established.
Q Does your production have anything to do with the difference in age between you and any employee?
A I don't understand the question.
Q Are you telling me that younger employee is unable to work as hard as you are?
A I can't speak for that provider. I can only say that I had much higher production, and up to 75 percent of all. So

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why -- why wouldn't you conclude with my age age such a difference, almost double, that why would you want to get rid of him, if he's so productive?
Q Well, according to you, it's because they wanted to distribute your patients out to others.
A Well, I'm older and they said, he's older anyway.
Q Oh, who said that?
A No one said that directly.
Q Okay.
A I'm going by my speculation on the fact that my name never appeared in that meeting.
Q Okay.
A And these other things that we talked about.
Q Okay. But even under your theory, other speculation would be it could be based on where these doctors live, right? That would be speculation?
A I don't understand your --

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Q Well, sure. They don't live in the same place you do, do they?
A Some live in Birmingham.
Q Yeah. They don't live way down in Chelsea, though, do they?
A No.
Q So maybe it's geographic. It could be -- That's speculation, right?
A They didn't tell me why they fired me.
Q Yeah. Well, you're speculating that it's age, right?
A If they didn't tell me why they fired me.
Q But you would agree with me you're just assuming age was the reason?
A I could put a chart out there, block out the names, the ages, and show the amount of production each one is doing, and ask --
Q But age -- I'm sorry, I didn't mean to interrupt you.
A -- and ask the jury, "Which one

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do you think they did not fire?" And the one with the big production, they probably didn't fire that one because he's really producing. He's seeing a lot more patients than anybody else. Okay. Take the ages off and look. Oh, no. It's the younger ones that weren't producing as much they kept. The older one that was older who was producing the most they let go of.

Q Yeah. But that's because they had this overall plan that they wanted to redistribute your patients to other doctors, right?

A I think they thought those doctors would be doing better than they were when they came on board. And when they didn't be getting better, they weren't jump -- revving up, I think they thought maybe they could rev them up to what I was doing, and it didn't work that way.

Q And so their plan was because these doctors weren't doing good enough, they would fire you and give your patients to

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them?

MR. ARNOLD: Object to form.

You can answer the question, if you understood it.

A I think the only two differences mainly in provider that I can see, I'm older, but I'm the biggest producer of that clinic. Normally, you don't fire the biggest producer of a clinic --

Q Um-hum.

A -- and not tell them why you fired them.

Q But your theory is they fired you because they wanted to give your patients to the other doctors?

A They fired me because I'm older.

Q All right.

A And they thought, we'll take his patients, because the first thing they said to my staff members were, "Don't worry about doing the medical care for these patients. Who cares about that," quote unquote. "Let's get these patients rescheduled."

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Q That's right. To the other doctors?

A Right.

Q So their plan was to fire you and give your patients to the other doctors, right?

A Part of it. But why did they pick me?

Q Now, and you don't think it had anything to do with any of the other performance issues we talked about today?

A If it had of, they had chances to fire me long before that and they didn't.

Q Because these were ongoing issues they had throughout your employment, right?

MR. ARNOLD: Object to form.

A I think they were waiting for these other doctors to get revved up, learn the system, and said, okay, basically, he plowed the field, he planted the seeds. Now we'll reap the benefits of the harvest with these other younger doctors.

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Q Okay. Fine. I'm not going to argue with you any more about it, Doc. All right.

A Do you want me to --

Q You can give that one to her.

A Okay.

(Defendant's Exhibit 42 was marked for identification, copies attached hereto.)

Q Here's Exhibit 42. Now, I'll just represent to you that Exhibit 42 is an Email blast that went out to the whole hospital in February of 2022 with tips. And then it included your name, and in the earlier iteration of this it had your picture in it, if you can look down there in page five.

A Okay.

Q Did you ever see that Email blast when it came out?

A No, sir.

Q Did you know they had sent that out?

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A No. You want me to give this to her?
Q Sure.
A Okay.
Q Is there anything else the hospital did in its promotional process that you think was discriminatory?
A Not that I can think of at this time.
(Defendant's Exhibit 43 was marked for identification, copies attached hereto.)
Q There's Exhibit 43.
MR. ARNOLD: Thank you.
Q Down at the bottom of that page is an Email from Stacy Graves to Stacy Blackwood about your paycheck in February of 2022 being short 12 hours. Do you remember anything about that?
A I think I do indirectly, yes. And there's a case right there where we were talking about me being persistent before about bonuses, persistent about pay. And I

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said that I was short so many hours on pay one time. There it is.
Q Okay.
A I was short.
Q All right. And did they fix it once you brought it to their attention?
A Yes, but the definition between being pushy and persistent is very fine. To bring it to their attention and say, hey, you shorted me here. So I just was being persistent.
(Defendant's Exhibit 44 was marked for identification, copies attached hereto.)
Q Here's 44.
A Okay. Thank you.
Q That's a Teams message that Stacy Graves sent Schinley Land on April 26 of 2022 asking, "Can you get Noffsinger's RVU? He's wanting to know where he was." Is that something you would ask Stacy Graves to do?
A Yeah, on a regular basis, just

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curious.
Q Okay. Would you do that on a monthly basis?
A Yes.
Q Every month trying to find out what your RVU's were?
A Yes.
MR. ARNOLD: Object to the form.
Q Would you do it more than once a month?
A Sometimes. And one second here. When did this occur? This short 12 hours? February. When was this? I would ask on a regular basis, just curious. I don't think there is anything wrong with wanting to know how you're doing in your practice or your business.
Q Were you persistent about it?
A On a regular basis, nothing unusual.
Q Okay. Well, a minute ago you said that you were persistent in --
A But "persistent" is a general,

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broad definition.
Q Okay.
A "Persistent" could mean once every minute, it could be once a week, it could be once a month.
Q All right. I'm -- You're the one who used "persistent," not me. I'm just trying to figure out what you mean. When you were asking about your RVU's, were you persistent about that?
A Yes, I always kept in touch with my RVU's.
Q Okay. How did you keep in touch with RVU's?
A Asking Stacy Graves.
Q Other than asking Stacy Graves, would you ask Schinley Land about your RVU's?
A If I needed to.
Q All right.
A Apparently, I did here.
Q Would you ask Lisa Courtney about your RVU's?

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A Not that I recall.
Q All right. Did you ever ask Pam Brown about your RVU's?
A Not that I recall. Well, I did ask Lisa one time about my bonus. We talked about that.
Q All right. That was way back in 2021 before you went from annual to monthly, right?
A Yes.
Q All right. Did you ever speak with Lisa Courtney about your bonus at any occasion after March of 2021?
A I don't recall. You want me to hand this over?
Q Sure.
A Okay.
(Defendant's Exhibit 45 was marked for identification, copies attached hereto.)
Q There is Exhibit 45. And it's an Email from Stacy Graves to Lisa Courtney saying that you were asking about the bonus

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check.
A Okay.
Q Do you remember asking about your bonus check in June of 2022?
A Not directly.
Q Do you remember indirectly?
A I mean, let me rephrase that. I don't recall.
Q Okay.
A Period.
Q Was getting your bonus check something else you were persistent about?
A I was persistent about a lot of things, and we're all -- I was always asking about, you know, every month, how am I doing? How am I doing? Because it meant two things: It meant that a lot of people were getting taken care of, and I'm -- I'm driven. I like to take care of patients.
Q My question was: Are you -- Were you persistent in asking about your bonus check?
A It's a relative term.

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Q Let's be clear. From now until the end of this deposition, you're the one who used the word "persistent" a minute ago in talking about how your check was shorted 12 hours.
A Right.
Q However you interpret "persistent" to be, that's your term, not mine. Relative, irrelative, I don't care. It's your term.
A I will -- I will rephrase it this way: If I felt I needed to ask about the bonus, I would ask about the bonus.
Q Great.
A Did I bug them every day? No, not at all.
Q Using your term --
A I respected -- I respected Cullman's financial services and their system. But, obviously, they had mistakes also at times.
Q And using your term, were you persistent about checking on your bonus

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check?
A Once every month or so, sure.
Q Okay. Did you ever ask about your bonus check more than once a month?
A I may have.
Q Was there a specific day by which you were supposed to get your bonus check? Like, a day of the month?
A No, not that I recall.
Q Okay. Looking back at your EEOC charge, Number 5.
A Okay.
Q Finally, I'm going to come back to two, Jackie. So in paragraph six of your EEOC charge you say they held -- that Respondent's management held a meeting to discuss each of the doctors and their future plans within the organization.
A That's what I was told by my office manager.
Q Stacy Graves?
A Correct.
(Defendant's Exhibit 2 was

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marked for identification, copies attached hereto.)
Q Okay. There is Exhibit 2. Those are some answers to interrogatories that you submitted in this case. And if you'll look at page 13, can you just confirm for me that's your signature on page 13?
A I'll get through here. That is.
Q Okay. And then if you flip over to page six, at the very bottom, I asked you about that meeting in interrogatory number seven.
A Right.
Q And your answer is actually on page seven. You wrote that the meeting occurred approximately one to two months prior to your termination.
A I don't recall directly.
Q All right.
A That's why I said approximately.
Q All right. Well --
A I was not at the meeting.
Q I know you weren't there. When

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did you talk to Stacy Graves?
A After the meeting. I don't know exactly when it was. All I know she told me when I was in her office one day, she said, "I know one thing: We had a meeting about all the providers and where they are going to go. And the only one that is safe is you because they never mentioned your name."
Q Okay. I'm interested in how you got to this one to two months figure.
A Just a guess.
Q Okay.
A You can -- you can certainly go back to your -- they can go back to their meetings and records and find out exactly when it was. Because at one point they asked me, "What was the date of the meeting?" I wasn't there at the meeting, so I couldn't tell you the date of the meeting.
Q Who asked you what was the date of the meeting?
A (No response.)
Q Oh, I don't want to know what

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Allen asked you.
A No. Respondent from Cullman Regional asked, one of their answers, "What day -- what day was the meeting"?
Q Okay.
A What date? I wasn't there. I don't know. And I don't think Stacy knew about this termination either.
Q Okay.
A Because when I -- on the day I was terminated, I sent her a text, we have a copy, says, "Now you know why my name was not mentioned in the meeting. I was terminated." And, secondly, she sends back, "I'm shocked. I'll miss you. I'm shocked you were terminated. I'll miss you."
Q She texted that?
A Yes.
Q Do you still have your text messages?
A We do.
Q All right. Do you have any text messages with -- let's go through, because

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I'm going to need to ask for these from your lawyer.
A We have them.
MR. ARNOLD: Listen to his question.
Q All right. So you've got text messages with Stacy Graves; is that correct?
A Yes, when she was still in Orlando.
Q Okay. I assume you had text messages with her throughout your period of employment with Cullman Regional?
A Not that I recall. Not very much. There may have been some. But more on a social basis, not business very much.
Q Okay. Remind me the names of your two staff people that worked with you. You actually had one that had a --
A At the end?
Q I want to know them all. Remind me again, and I just want to find out if you got text messages with them.
A Okay. Whitney I do.

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Q Whitney --
A Buettner.
Q -- Buettner?
A Um-hum.
Q Who else?
A Rebekah Hill.
Q You got text messages with her?
A I don't think so. You wanted to know my staff. So your question -- Again, please rephrase your question.
MR. ARNOLD: Answer his questions.
THE WITNESS: But what is his question, is what I'm getting at.
MR. ARNOLD: He's asking you what you have text messages about. He is not parsing out whether they are business or personal either.
THE WItNESS: I thought he wanted to know how many staff members I had. You want to text messaging?
Q No, no.

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A Which is it?
Q Let's be clear. First of all, I want to re-identify every staff person and then I want -- then I want to know if you've got text messages from them.
A Right.
Q So who else worked with you?
A Trish, don't know her last name.
Q Do you have any text messages with Trish?
A Not that I'm aware of. Whitney Buettner.
Q Rebekah Hill --
A Rebekah Hill.
Q -- Stacy Graves. I've got those.
A Stacy Graves. Connie Newsome.
Q Do you have any text messages with Connie Newsome?
A Not that I recall. And Courtney Mann.
Q Is Courtney a man or woman?
A Woman. M-A-N-N.

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Q Do you have any text messages with Courtney Mann?
A Yes, not about work. I helped her -- gave her a bonus to help purchase a trailer for her family, and --
Q Any other staff member?
A I also got for Courtney, her dog was paralyzed from the hind legs, and I paid for, like, a wheelchair stroller for her dog they couldn't afford.
Q What -- what other staff members worked with you?
A That's all I can think of right now.
Q What about do you have text messages with any of other doctors in the practice?
A I think Alam at one point, we -- we bet on a Tennessee/Kentucky basketball game or football game, which I lost. And that's mostly what I remember.
Q What about any of the other doctors?

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A Not that I recall.
Q Do you have any text messages with Schinley Land?
A Not that I recall. Phone calls.
Q Okay. Yeah. Are there records of any phone calls that you know of? Right, so the rare thing about text messages, we can print those out.
A Right.
Q Phone calls people usually don't record them or have --
A No.
Q You don't have any of those voice to tape or any --
A No, I don't.
Q All right. So I'm interested in what I can prove.
A Yeah.
Q Any text messages that you know of with Schinley Land?
A There may have been, but I recall any specific one.
Q What about Lisa Courtney?

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A Lisa, yes.
Q Okay. You've got text messages with her?
A Sure.
Q All right.
A In fact, when I -- the last one was when I told her -- They gave me three months' severance package, and I told her I was leaving early. And so she sent me a thumbs up.
Q Okay. What about anybody else in administration at the hospital?
A Not right off. No, I can't think right now of anybody.
Q Going back to this conversation with Stacy about the meeting where you weren't mentioned.
A Right.
Q How did that conversation come about?
A She -- she started it.
Q All right. And what did she start it by saying?

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A She said we had a meeting the other day. I don't know what "the other day" means. And all she said was -- I said okay. "And the only thing I know is you're the only one safe in this place because we had a meeting about every provider, and you're the only one safe because they never mentioned your name."
Q Okay. And did she say if any other thing good or bad had been said about any of the other physicians?
A No. She assumed that I was in great shape because my name was not mentioned.
Q But as to -- did she give you any other insight into what was discussed during the meeting, other than the fact that your name wasn't mentioned?
A No, I did not ask.
Q Did she tell you the names of anybody who was present during that meeting?
A No. And if she had, I probably

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would not remember them anyway at this point. They have the records.
Q Okay. How do you know they have records?
A I'm assuming, again, that -- that hospitals have -- if you're going to have a meeting about all the providers and where they are going to go, I would think you would have meeting records about that.
Q All right. Just want to be clear, do you have any source that has told you there are records of this supposed meeting?
A No, no.
Q Okay. Was anybody else present when you and Ms. Graves were having that discussion?
A No.
Q Where did that occur?
A In her office.
Q Do you have any recordings of that conversation?
A No, sir.

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Q I think I already asked, you don't have recordings of any kind, do you?
A No.
Q Sounds like it was a relatively short conversation?
A It was. I mean, it may have been something else talked about just popped up. But I don't remember the details of it.
Q All right. Looking back at your EEOC charge at paragraph eight.
A iOrder.
Q Yeah. So you wrote that they transferred over to a lab work software system called iOrder, correct?
A They were in the process.
Q All right. When did that process begin?
A I wasn't involved in it, so I wouldn't know the exact day.
Q When did you first become aware of the process?
A When hearing Dr. Brimer complain about it, Dr. Alam and all the other staff

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members, all the other providers I remember talking about it.
Q Okay. But as to -- Can you ballpark it to a month or a year as to when you heard them complaining about it?
A Maybe a few months, several months before I was terminated.
Q Okay. That's speculation, though?
A Since I wasn't in it, right, I don't know exactly when it started.
Q I know. But you do know -- Well, my question is: Do you know when you heard them griping about it?
A I mean, like, did I say this is March 13th? No.
Q Yeah, but was it in March?
A I don't recall.
Q Okay. You don't recall even what month or year it was?
A The year, yeah.
Q Okay. Which year?
A The final year.

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Q '22?
A That I recall, yes.
Q Okay.
A And it may have been the later part of year before. But it was -- it was an ongoing complaints about it. And I heard it from, as I recall, from every other provider.
Q Yeah. And so go back to your interrogatory answers, I think you already gave those over to -- they are in -- oh, no, they are there. Go over to top of page eight.
A What?
Q Page eight.
A Eight. Okay.
Q Okay. And I asked you -- You claim that they gave each one of those folks credentials, correct?
A I don't know for sure who got the credentials. I just heard a lot of different providers complaining about it.
Q Well --
A So I can't say specifically how

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many or, you know, which ones.
Q All right.
A General context in the office, I kept hearing the word, "iOrder, oh, my, gosh."
Q You wrote in your EEOC charge that the hospital's younger doctors and CRNP's were provided the necessary credentials.
A They complained about it.
Q Okay. But as to whether or not they actually got credentials, you don't know?
A What do you mean by "credentials"?
Q You're the one who wrote the word "credentials," not me.
A Well, they were learning how to use the system.
Q Okay.
A And as far as I know from my observations, I was the only one that was not included in learning how to use the system.

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Q Okay. And you reached that conclusion because other people were complaining about the system?
A About every other provider I can think of in the office was complaining about it. And the only person that did not complain about it was me because I didn't know anything about it.
Q Okay. So you heard Dr. Alam complain about how it worked?
A He did.
Q What did he complain about?
A Just they would -- what it took -- what it took to get a lab ordered. Like, if you wanted to get a CBC blood counts, right, for your information, you could not put down "anemia." One of them talked about, I think -- now, don't quote me on this, but talked about I've got to put a hemoglobin A1C, I've got to put down anemia for hemoglobin A1C, or something of that nature. They were off very much. They were complaining about how difficult it was.

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Q Was that -- I hate -- This can be a terrible question. Was that a speculative example, or do you remember somebody saying, mentioning hemoglobin A1C?
A I remember hemoglobin A1C mentioned by Brimer. And I also remember anemia mentioned, like, you would think you could get anemia -- anemia lab ordered for the word "anemia," and you could not.
Q And who talked about anemia?
A Brimer.
Q All right.
A But you're asking me to answer specifically each little conversation. It was more of a context of the atmosphere about this order system.
Q Well, the reason I'm asking this is because, frankly, I think you're wrong.
A I'm -- I respectfully disagree with you.
Q Okay. But --
A Based on my observations.
Q Yeah. Which is did you know

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that this was only a beta test of the iOrder system?
A I knew that it was a start test, it was a ramp-up test. But their argument initially on in responding to all this was that I had no computer savvy. They did not get me involved in it. I'm thinking if I did not have any computer savvy you would want to get me involved earlier, not later.
Q Okay. My question was --
A Yes, I'm sorry.
Q -- did you know it was a Beta test? It sounds like you did.
A But they still had to use it.
Q My question is: Did you know this was a beta test?
A It was a start-up test.
Q Yes. Did you know that actually only a limited number of authorized users were authorized to use the system?
A I don't -- I did not. And I can tell you it's Alam and Brimer. They're internists.

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Q Okay. So --
A Studdard I'm not sure about, if she was even there by then.
Q Okay. Well, you wrote here in your interrogatory answers that you heard her complain about it in your presence. Did you hear Studdard complain about iOrder in your presence?
A I don't recall.
Q All right. You wrote here that you heard John Morgan complain about iOrder in your presence. Did you actually hear Dr. Morgan complain about iOrder?
A I heard -- from my understanding I heard every one of them complain.
Q Well, you just told me a second ago you didn't know if Studdard did or didn't. So it's either they all did or they all didn't or you don't know.
A They all complained about it. Whether they were participating or not, they all talked about it.
Q Okay.

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A We'll put it that way.
Q Okay. So you don't -- In fact, is it fair to say that you don't know who -- Do you know who actually used iOrder?
A I saw Brimer use it. I saw Alam use it. Because I'm on this -- we are on that side of the clinic, the three of us. The other side of the clinic were all the other providers. But Cullman Regional has that information.
Q Oh, I know they do.
A They'll be all happy to provide it to a jury, if needed.
Q I'm with you 100 percent. We'll win on that one because you're just wrong about this. All right. And I'm trying -- I'm trying to distinguish between speculation and fact. And if there is facts that you actually know as opposed to what you think, I need to know those today.
A That's why I'm here today, to find out the facts.
Q Amen. And that's what I'm

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getting to is you know that you saw Alam and Brimer use iOrder?
A Yes.
Q Did you see any other physician use iOrder?
A Not directly because I was on the other side of the clinic.
Q Great.
A Right.
Q But you're telling me that you heard Caroline Studdard voice complaints about iOrder?
A Everybody complained about it.
Q I'm asking about one at a time. We are going to go through each one of these. Did you hear Caroline Studdard voice complaints about iOrder?
A Yes.
Q What did she complain about?
A It's very inaccurate.
Q Okay.
A Not quote her words, but it's a mess. General context.

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Q Okay. Did you hear John Morgan complain about iOrder?
A I don't recall.
Q Did you hear Richard Gonzales complain about iOrder?
A I did.
Q What did he complain about?
A Just the same thing I just talked about. They all were complaining about the same thing.
Q Which was what?
A This is a mess.
Q Okay.
A They were having difficulty trying to order the proper labs for the patients based on diagnoses.
Q Okay. Did you hear them complain about anything else about iOrder?
A No, not that I can think of.
Q Did you hear Nicole Mangum complain about iOrder?
A As best I recall, yes.
Q All right. What did -- "As best you recall" sounds like speculation.
A Same thing I said before each time. It's not accurate when you try to order a lab. You have -- it's difficult finding the right diagnosis for the lab you want to order.
Q Did you hear any other doctors complain about iOrder that you didn't list in your answers to interrogatories?
A No.
Q Did you ever ask anybody why you didn't have credentials?
A No. I didn't want -- there you go. I let them decide what they were doing with that.
Q All right. Your employment was terminated June 15th of 2022, right?
A Yes.
Q There was a meeting with -- where you were present with Colin Luke, Lisa Courtney, and Barbara Estes, correct?
A Yes. I assume Barbara Estes was a human resource representative. I had never

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met her before.
Q Somebody from HR was there?
A Yes.
Q Do you have any notes or records relating to that meeting?
A I don't have any notes written down. No recordings.
Q Lawyers parce words sometimes. When you say they are not written -- when you say they are not written down, are they, you know, text messages, Email?
A No. No record of any sort about it.
Q Thank you. How did you find out you needed to attend a meeting, that meeting?
A What was her name? A girl who worked on the other side, Amanda Butterfly, walked into my office, said, "You've got a meeting in the HR room at the end of the day." She told me at the end of the day you got a meeting, or whatever time of the day it was. "They want you down in HR right now." I said, "What?" "That's all I can tell you."

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So I walked down there to HR.
Q All right. So Amanda Butterfly--
A No, HR -- not HR office, but the -- where they have conference room meetings.
Q Amanda Butterfly is a new name for me. Is she a nurse? Who's she?
A She is a receptionist or assistant. She'd been there from early on.
Q Okay. Prior to walking into that room, did you have any clue your job was in danger?
A I had no clue why I was walking into that room whatsoever.
Q All right. Tell me everything you can remember about that meeting.
A All right.
Q From the moment you walk through the door.
A I walked in, Colin Luke was sitting over here on the left. Lisa Courtney was sitting at the table on the other side, at the corner next to Colin Luke, and to her

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left was the HR representative.
Q Okay. And is this the big conference room with, like, a big U shape?
A Yes, sir, that's the one.
Q Okay. Where were you in that U? It sounds like --
A I'm here on this (indicating), Colin Luke is there (indicating), Lisa Courtney is at the other end, and then right next to her was the HR rep. So I'm over here (indicating) on this end --
Q Okay.
A -- of that U. Colin was in the middle of the U.
Q All right.
A I walked in and I said, "What's going on?" "We've had these conversations before." I said, "What are you talking about?"
Q Colin said that?
A He did. He said, "We've had these conversations before." I said, "What are you talking about?" And I said, "What's

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going" -- "You're being terminated." And I said, "For what?" And he said, "We don't have to tell you anything." And I said, "What if I get a lawyer?"
"Well, we don't have to tell your lawyer anything either." I said, "Why am I being fired, for closure?"
Q Wait --
A And he said --
Q Let me back up. You said, "why am I -- why am I being fired for closure." I don't understand that.
A He would not tell me why I was being terminated, fired.
Q Okay.
A So I said, "For closure in my life, why are you firing me?"
Q Okay. Now I understand.
A And after he said, "We don't have to tell your lawyer anything," he said -- how did he put this? Make sure I do this right. He said, "You're fired without cause. You did nothing wrong. You'll have three

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months of, you know, benefits, pay, so forth. You have our computer. Take our computer home, finish the chart notes."
And I said -- and then at that point the HR rep stepped in, quote unquote, figuratively stepped in and talked about Cobra. And when I was being terminated, I looked over and I saw Lisa Courtney was doing this the whole time (indicating). She was over there, and I'm facing her, she is -- I'm looking at her this way (indicating) and she is looking away frowning, looking down. I looked at the HR rep and they are looking away, looking down as well. They were not -- they were not looking at me when I was getting fired.
Q Okay.
A It almost felt like I was being executed, like, they didn't want to see this.
Q Okay.
A And that's what it felt like. So I never heard a word from Lisa the entire meeting. Not one word.

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Q Is there anything else you can remember anybody saying during that meeting?
A During the meeting, I said, "I'm not ready to retire."
Q Did one of them use the word "retire"?
A No.
Q Okay.
A I did.
Q Okay.
A Said, "I'm not ready to retire." I thought -- I thought -- my plan was this to be my final go-around, final job. And I had planned to work until '76, and I told her in my interview about it.
Q And what did they say in response to you claiming you weren't ready to retire?
A They didn't say a thing.
Q Was there anything else said during the meeting that we haven't talked about?

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A That's all that I recall. And then I got up and I left. Yes, he did or I think HR said, "We need your badge." So I gave them my badge. And then I walked out of the room and security guard escorted me down the elevator. And they also told me you're not allowed on the premises of this facility ever again, some words to that.
And that was hard on me because I had prescriptions at that pharmacy. So the security guard walked me out to -- to the parking lot. He didn't walk me to the car. He walked me to the parking lot, and that was it.
Q All right. Was there anything else that was said during that meeting?
A Not that I recall.
Q All right. Something you said was that Colin Luke said you're fired without cause, you did nothing wrong?
A I remember that.
Q Okay. He said the words "you did nothing wrong"?

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A As I recall, yes. He said, "You're fired without cause." I said, "What did I do?" He said, "You did nothing wrong." That's what I remember.
Q Somebody said you're not allowed on the premises again, or words to that effect?
A In that meeting, they said you're now -- You know, you're not allowed on the hospital premises from here on.
Q Okay. Do you remember who said that?
A I don't. It was not Lisa, though.
Q Because she didn't say anything?
A She did not.
Q Had you ever met Colin Luke before that meeting?
A Yes.
Q On what occasion?
A The sexual harassment meeting we talked about.

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Q That's right.
A And when he said, "We've had this conversation before," I said, "What are you talking about"?
Q Have you ever heard Colin Luke say anything that might indicate a bias against anyone because of age?
A No, not in words.
Q I guess you're distinguishing the action of firing which you believe is because of age?
A Yes, sir.
Q All right. Other than the fact that you were fired, do you know of anything that Colin Luke has ever said or done to indicate a bias against anyone because of age?
A No.
Q Other than the fact that you were fired, have you ever -- do you know of anything that Lisa Courtney has either said or done that indicates a bias against anybody besides of age?

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A No.
Q Other than the fact that you were fired --
A Right.
Q -- do you know of anything that Schinley Land has ever said or done that indicates a bias against anyone because of age?
A No.
Q I'll represent to you Barbara Estes was HR lady in that meeting with you.
A Okay.
Q Other than the fact that you were fired, do you know of anything that Barbara Estes has ever said or done that indicates a bias against anyone because of age?
A I don't recall ever meeting her before. So if I had, I don't recall it. So, no, she never did.
Q Do you have any knowledge of any -- Other than the fact that you were fired, do you have any knowledge of anything

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that Pam Brown has ever said or done that might indicate a bias against anyone because of age?
A No, sir.
Q Did Colin tell you that -- was he the one that told you that you would continued to be paid for 90 days?
A I think he was the one.
Q He definitely asked you to complete your treatment notes?
A Yes. He said -- he said take our computer home and finish your chart notes, get all of your orders and all your medical responsibilities done in the three-month period.
(Defendant's Exhibit 46 was marked for identification, copies attached hereto.)
Q Now, here is Exhibit 46.
A You want me to give this one to her?
Q You can.
A Okay.

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Q Actually, those are your interrogatories. You're going to need those back.
A Okay.
Q 46 is a letter from Cullman Regional to patients letting them know that you were no longer employed there.
A On the same day I was fired, the letter went out.
Q Okay. It's a fact. So, I guess--
A Didn't happen like that. It took time the plan the letter.
Q Okay.
MR. ARNOLD: Just let him ask the questions.
THE WITNESS: My apologies.
Q Did you -- did a copy of this letter get sent to your house? You said your wife's a patient.
A My wife's a patient, and I'm not sure she got this letter. My sister's a patient there, too.

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Q Okay. Did your sister get a copy of this letter?
A I think she did.
Q Okay. Where does your sister live?
A Rainbow City.
MR. LOCKWOOD: I am not going to bog us down with the whole "tell me all your relatives" nonsense.
MR. ARNOLD: I think it's a short list, but --
MR. LOCKWOOD: Listen --
MR. ARNOLD: -- I asked him this before we got here today so we'd know the answer to this.
A Most of my relatives have four legs.
Q Okay.
MR. ARNOLD: I think it's one sister in Alabama.
A One surviving sister, and I've got a cousin in -- on Logan Martin Lake. And I've got the sister and I've got a nephew --

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I've got a great nephew who is coach at Mountain Brook.
Q Stop.
Is it okay, we'll just -- We'll do the typical if we go to trial, you and I will swap relatives?
MR. ARNOLD: Yeah, you and I can get a list professionally without --
THE WITNESS: They don't know anything about all this.
Q Well, I got that. I don't want them on a jury if we wind up having a trial.
A Oh, no, I wouldn't either. No.
Q All right. Do you know if any of your patients got a copy of Exhibit 46?
A I'm assuming they did, those who follow me. And they knew, you know, not to look for me.
(Defendant's Exhibit 47 was marked for identification, copies attached hereto.)
A You want me to give this to her?
Q You can give that to her, yes.

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There is Exhibit 47.
A Thank you.
Q That's an Email that Colin Luke sent you on June 22nd. It actually got sent to an AOL address.
A Okay.
Q Did you get a copy -- did you get that Email?
A I think, yes, I did.
Q Okay. Did you --
A Yes.
Q Did you ever speak with Mr. Luke again after the meeting where you were terminated?
A No, besides this. I did not even respond to this. I don't think I responded. I may have. But he told me that unless I finished my chart notes, they were going to cut off pay.
Q Okay. Do you remember when you completed your chart notes?
A Right after he sent this letter I got busy.

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Q Okay. All right. And you had made some reference to this. Pull those interrogatory answers back out, if you would.
A Okay.
Q The bottom of page nine, I believe. What you wrote here at the bottom of page nine, first, is Whitney Buettner and Connie Newsome informed you that members of Defendant's management invited your patients to continue with remaining physicians.
A I wasn't there, but yes.
Q Did you speak by telephone with Ms. Buettner or Ms. Newsome on the day you were terminated?
A I don't recall, but I may have. I'm not sure they -- and they were told -- they were told by Schinley Land, "Do not talk to him because he may sue us."
Q And they told you that?
A Yes.
Q Okay.
A I don't know if I spoke to them that day because, after all, I'm distraught

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and I'm driving home, or the day after. And whether Schinley Land said this on the first day, you know, or the first comment was, "What are you doing?" "We are taking care of his messages." "Forget about that." So there were two conversations with Schinley Land and the staff, my medical assistants.
So it could have been the other way around. That the second day she could have said, from what I recall them saying, he's a good doctor, he did nothing wrong. He's fired without cause. And the irony is on the other side of the clinic, that's not what she said. Dr. Gonzales told me from conversation within the last year he was shocked when he found out I was fired. He said, "They told me you just quit, just retired."
Q And we are going to get into all that, I promise you.
A Okay.
Q I think maybe the best way to go about this is tell me everything that Whitney

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Buettner knows -- is that her name, Whitney Buettner?
A Yes.
Q That she knows about your termination.
MR. ARNOLD: Object to the form.
Q Related to your termination.
A That's all I know.
Q All right. Well --
A She doesn't know --
MR. ARNOLD: Are you asking him what Whitney Buettner knows or what Whitney Buettner told him?
MR. LOCKWOOD: Yeah.
MR. ARNOLD: Because they are two different things.
Q Well, I don't know if Whitney Buettner is going to be a witness in the case or not, but I want to know everything she's told you related to the case.
A That's it.
Q All right. And that's that -- so she knows two things: First, that

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patients were invited to continue with other doctors in the practice?
A And get to it immediately, reschedule them now.
Q Okay. Reschedule now. And those directions came from Schinley Land?
A Yes.
Q And then what else -- That's one. What else does she know?
A She told -- excuse my French, my girls, my medical assistants that I had at the time, that he's a -- he's a good doctor, he did nothing wrong, he was fired without cause.
Q So looking at your interrogatory answers you wrote that that was stated to Newsome. But you're telling me today it was stated to both of them.
A Well, they both sit at the same desk. So if they are both at the same desk, they are going to hear the same thing.
Q I got that. But here's -- I'm trying to distill what she's actually said

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versus what you might have assumed. Okay. Has Whitney Buettner told you that Schinley Land said Dr. Noffsinger is a good doctor and did nothing wrong?
A From my understanding.
Q Okay.
A But she did not want to talk about it any more than that either. And she said, "I don't want to get into it." I said, "That's fine. I respect that." Because they were told not to talk to me.
Q Okay. What is the last time you talked to Whitney about your employment at Cullman Regional?
A I don't recall any specific conversation with her about it.
Q Well, you've talked to her at some point because she gave you these two statements, right?.
A Right after I was fired.
Q Right after. So within a day of two of your termination?
A Correct.

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Q Since that day or two of your termination, have you talked to her at all about your employment or your termination or anything to do with this case?
A I don't recall any.
Q What about Connie Newsome? When is the last time you talked to Connie?
A One time after she retired, after that.
Q Do you remember how long it was after that she retired?
A No.
Q Did you go to a retirement party or something like that?
A No, no, I just heard she retired, and her son was still my patient up until the time I retired from everything.
Q Okay. From Southview?
A Yes.
Q Okay. When she retired and you talked to her, did you talk about the circumstances of you leaving Cullman Regional?

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A I didn't go into detail about it.
Q All right. Well, did you talk to her generally about it?
A I said the case is still ongoing, that's all I said.
Q Did she say anything in response at that?
A No.
Q Does Connie, to your knowledge, know anything other than those two matters: One, that they were told to continue patients with other doctors; two, that Schinley said you were a good doctor and done nothing wrong?
A And fired without cause.
Q And fired without cause.
A And do not talk to him because he may sue us.
Q Is there anything else that Connie knows?
A Not that I'm aware of. And I don't know what she knows. I just know what

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she told me.
Q All right. If you flip the page.
A Yes, sir.
Q That first full paragraph.
A First full paragraph. In Italics?
Q Yes.
A Okay.
Q You spoke with Dr. Gonzalez, who worked in a different part of the clinic?
A The other side.
Q Okay.
A Where I originally was on, I was on the other opposite side of the clinic.
Q Same building, just --
A Same floor, same legal office space.
Q How did you come to be talking -- You told me this in the last year or two; is that right?
A Right.
Q How did you come to be talking

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to Dr. Gonzales?
A I asked him if he wanted to come over and join me in my clinic.
Q At Southview?
A Yes. And I found out he was in Huntsville. At some point he went to Huntsville and he has his own practice.
Q Okay. Did you just cold-call him, looking to hire a new doctor, or how did that work?
A Somewhat, and see how things were going at the clinic. You know, what -- to ask him what information did he receive from Cullman.
Q All right.
A About me. He simply said they told us -- or us you simply retired.
Q Okay.
A On the spot.
Q Have you made any phone calls like that to any of the other primary care doctors that worked at the clinic?
A No.

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Q I guess did you just feel like you were friendly enough with Gonzales that you felt comfortable calling him about that issue?
A I knew he was looking. He was at one point -- I did ask him this: I said, "Were you making bonuses before I got fired?" He said, "No, I was never meeting my, you know, base pay." And after I got fired, "I was getting bonuses on a regular basis every month." So his volume went up tremendously.
Q All right.
A Well, tremendously, whatever that means.
Q Can you tell me what else you and Dr. Gonzales talked about?
A Then we talked about his practice.
Q In Huntsville?
A Yes. And I said congratulations.
Q Did you talk about anything else?

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A No.
Q What you wrote in your answers to interrogatories was Dr. Gonzales informed you that Cullman Regional's management told some of its staff that you simply retired.
A Right.
Q Did he tell you who it was in management that had made that comment?
A No. I'm assuming Schinley Land, since she's the physician liaison. In fact, she is the one that came around and told my side of the clinic that he was fired without cause. So then she -- I'm assuming, I wasn't there, she walked around to the other side and told them what he says.
Q Okay. Did he -- What you wrote is he told some of its staff. Do you know anybody other than Dr. Gonzales who was told that you simply retired?
A I didn't talk to anybody else. He just said they told us on our side. They told us this.
Q Does Dr. Gonzales have any other

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information that would support your claim for discrimination?
A Not that I know of. Everyone I talked to, though, said Brimer had a comment after I was fired and his comment was, "My God, if they'll fire him, who won't they fire," because of how busy my practice was.
Q How did you come to know that he had made that comment?
A From a medical assistant who was no longer there.
Q All right. Who's that person?
A Oh, gosh. I'm going to have to think about this. Taylor Aaron.
Q Did that person come to work with you at Southview?
A No.
Q How did you come to be speaking with Taylor Aaron?
A Just to keep me -- she called me to keep me up-to-date about things over there, what was going on.
Q Okay. How long after your

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termination was she calling you for? What period of time?
A I don't recall just any general gist. And Studdard said everybody pretty much did -- the comment among the ones I talked to, said, "My God, you're the one who kept the clinic open."
Q So you did talk to Studdard?
A She is my doctor also.
Q Okay.
A Yes. When I told her, she said, "You're the one who kept that clinic open with all you did, because we weren't -- we weren't making it on ours, compared to you." That was a common theme among the other health care providers.
Q Okay. Does Dr. Studdard have any information that would support your claim of age discrimination?
A No, not that I'm aware of.
Q Does Dr. Brimer have any information that would support your claim of age discrimination?

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A Not that I know of.
Q Does Dr. Alam have any information that would support your claim of age discrimination?
A Not that I know of.
Q Do any of the primary care providers that worked with you at Cullman Regional have any information that would support your claim of age discrimination?
A Nothing they told me.
Q Okay. Look at Number 12 on page ten. You wrote that Dr. Alam informed your colleagues that you were terminated for writing prescriptions for controlled medications "that I was not qualified to prescribe."
A He told one of my patients that.
Q Okay. And that's Timothy Quattlebaum?
A You got it, yes.
Q Did Mr. Quattlebaum continue to be treated by you when you went over to Southview?

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A Yes. And initially he had a recording of that conversation with Dr. Alam.
Q All right. Do you know if he still does?
A I don't know if he still does.
Q All right. Do you know where Mr. Quattlebaum lives?
A Somewhere in the vicinity of Hanceville, Cullman. That's all I can tell you.
Q Did he play that recording for you?
A No, I don't recall him playing it for me.
Q He told you he had it recorded.
A Yes. He said if you need it, I'll be happy to give it to you.
Q Did he ever give you a copy of the recording?
A No.
Q Do you know if he ever gave a copy of that recording to your lawyer?
MR. ARNOLD: We have no such

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recording at this time. I sure want to get it, though.
Q Other than that statement by Dr. Alam, does Mr. Quattlebaum know anything else about the circumstances of your termination?
A No. Not that I -- that he told me, no.
Q Okay.
A The most common comment from all the patients that follow me over, I continue to see afterwards, "They did you wrong. You should sue them." That was the most common comment, "They did you wrong."
Q Did he indicate if anybody else heard Dr. Alam say that?
A No, he was by himself with Alam.
Q I mean, did he say why he was talking to Alam?
A He was being seen by Alam until he found me. Alam was treating him.
Q Okay. Had Mr. Quattlebaum been a patient of yours while you were at Cullman Regional?

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A Yes.
Q Okay.
A So that's what happened. Some of my patients needed to be seen before, you know, I set up my new practice.
Q We are getting close to the end.
A That's okay. I'm good.
Q So I got to ask you a broad question. Obviously, we've talked about a lot today. As we sit here today, is there any other evidence, proof, or indication supporting your claim of age discrimination that you and I haven't already talked about?
A Not that I'm aware of.
(Defendant's Exhibit 48 was marked for identification, copies attached hereto.)
Q There is Exhibit 48. These, I assume, are portions your contract that were produced to me by your lawyer, with Southview. Do you recall signing a contract with Southview to go to work for them on July

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8th of 2022?
A Somewhere around that vicinity, yes.
Q Okay. How did you come to be in contact with Southview?
A Let me think about this. Got a phone call from the manager at Southview that they needed a doctor, and so the other nurse practitioner was wanting to transfer to another internal medicine group in Cullman, and the physician who was over the nurse practitioner was waiting to retire. So they needed one badly.
She saw my reviews on Facebook, I guess, or whatever. I don't recall exactly how I got that phone call. Oh, she called me. I said, "Who are you and what do you want?" Because, like, who is this stranger talking to me.
Q What was her name?
A Oh, gosh. Sandy, Sandy, Sandy, Sandy. Sandy, I've got to think of her last name now. She is the office manager.

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Q Had she heard that you were no longer at Cullman Regional?
A Yes.
Q Okay. Did she indicate that she knew anything about your termination from Cullman Regional?
A No.
Q Did y'all talk at all about the circumstances of your termination from Cullman Regional?
A I told her and I told the owners of the clinic that I had federal charges against Cullman Regional. That was it.
Q Okay. You hadn't actually filed your EEOC charge before you went to work for them?
A Well, then I didn't. So my correction to the video.
Q Okay. After you filed your EEOC charge, did you tell the owners that you had filed a charge against Cullman Regional?
A Yes.
Q Okay. Who were the owners?

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A Dr. Atta and Dr. Khan.
Q Were they also employed by the clinic?
A They owned the clinic.
Q Okay. But you can own it and not be employed by it or be employed somewhere else.
A They -- they -- this -- they bought this clinic from Cullman Regional, then they had other clinics around.
Q Okay. Did they work at -- Did they work at the clinic with you while you were at the clinic?
A No.
Q Okay. They were working at their other locations?
A Right.
Q Okay. Did Dr. Atta -- and who is the other?
A Khan.
Q Did either Dr. Atta or Dr. Khan know anything about the circumstances of your termination?

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A Well, they wanted to know why.
Q Okay. But -- And they asked you that, certainly?
A Sure.
Q But independently from you did they know anything about it?
A No, not that I'm aware of. You're asking me if they knew anything about it, and I can only go on what they told me.
Q That's right.
A Which is nothing.
Q And looking at this document, it looks like you -- that the basis for your compensation was you got paid $50 for every adult patient encounter you had?
A Or the same base pay as 275.
Q That's right. No matter -- You had a guaranteed pay of $275,000 a year, right?
A Unless I switched over to $50 a patient.
Q Oh.
A I took the 275.

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Q Okay. So it wasn't -- it was an either or, not a guarantee?
A Correct.
Q Oh, interesting. All right. So you agreed to be paid on just the flat $275,000?
A There was a potential for bonus, but I never -- never reached the bonus.
Q What was the bonus?
A I don't recall exactly. Probably, $50 per patient beyond. And it was astronomical how many patients I had to see to get a bonus.
Q Okay.
A So I was seeing about as many patients a day there as I was in Cullman, without a bonus.
Q Did you ever apply to be a physician anywhere other than at Southview?
A There was Cullman -- Is it Cullman Primary Care? I don't know the name. It was another primary care organization, and I went and talked to them. We talked, and I

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don't think they really were going to hire me because after we talked in person with the managerial people, they informed me the next week, "Well, we already hired two primary care." They just wanted to know about Cullman Regional.

Q Okay. They were just trying to get the dirt on what's happening at the hospital?

A Yeah, and I didn't -- I don't think I told them anything about my charges or anything of that nature.

Q Why stay in Cullman when you lived way down in Chelsea?

A Patients.

Q Okay. You didn't want to have to rebuild a practice?

A Well, yeah, and my patients needed me, and I knew them and they knew me.

Q Okay.

A I had a -- I think I had over 5,000 patients.

Q Okay.

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A But don't quote me on that.

Q Sure. Did you talk with anybody else in the Cullman market about coming to work for them?

A I called Cullman Internal Medicine, and they never returned the phone call. I couldn't get through to anybody to leave a message. That was it.

(Defendant's Exhibit 49 was marked for identification, copies attached hereto.)

Q There is Exhibit 49.

A Okay.

Q And that appears to be a Facebook post from a group called Cullman Unrated. Do you know who Daphne Terry is?

A Yes.

Q One of your patients?

A She was, yes.

Q And looks like she posted that you would begin seeing patients at Southview on July 25th. Does that sound about when you started seeing patients?

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A Yes. I don't do Facebook, so this is the first time I've seen this.

Q I understand. And I think you already told me, at some point you had some text messages with Lisa Courtney about going to work for Southview, right?

A I told her -- I don't know if I said Southview, but I think I told her I would be ending my employment with Cullman Regional on this date, because they needed to know because I can't be getting double pay.

Q That's right.

A And so I cut off the agreement about halfway through it. I wanted to get started sooner than later because my patients needed a doctor for patient care. And a lot of them were pain management patients, and I didn't want them going through withdrawals.

Q Yeah. And I think they paid you through July 24th, and you started on the 25th. Does that sound about right?

A That sounds good.

Q So did you actually have a

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conversation with Lisa, or was it a text message or both?

A Text. And all she sent back was the thumbs up.

Q Was a thumbs up. Did you have any conversations with anybody at the hospital -- at the hospital about going to work for Southview?

A Not that I recall.

Q Did you -- Other than the text message, is there any other communication with anybody at the hospital about you going over to work at Southview?

A Not that I recall. No.

(Defendant's Exhibit 50 was marked for identification, copies attached hereto.)

Q There is Exhibit 50.

A Okay.

Q These are some tax records your lawyer provided me.

A Okay.

Q And I just want to go through

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and just see -- I couldn't tell you what's on my W-2 from last year.
A Yeah.
Q But just see if these numbers sound about right to you. It looks to me, looking at the first page of Exhibit 50, that Cullman Regional paid you $288,500.92 in 2022. Does that sound about right?
A That's what I see on here, yes.
Q And then for the remainder of 2022, if you go to the next page, it looks like Southview paid you $117,096.12. Does that sounds about right?
A Yes.
Q And then, so this makes some sense, you told me you went with just the flat rate, annual rate?
A Correct.
Q For 2023 you got paid $275,999.92, right?
A That last 999 was a Christmas bonus.
Q I was wondering why they stiffed

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you the extra eight cents. Could have rounded that up.
MR. ARNOLD: After this, Robert, I'm going to tell you a story.
MR. LOCKWOOD: Okay.
(Defendant's Exhibit 51 was marked for identification, copies attached hereto.)
Q Let's see. Here's 51. And, basically, it looks like Jennifer Malone received a report that you sent out a letter by Email to -- to the Southview leadership on May 31 of 2024 resigning your employment?
A Right.
Q Correct?
A Right.
Q And did you notify them by Email that you were resigning?
A Yes.
Q That would have been Dr. Atta and Dr. Khan?
A Right.
Q Did you tell them why you were

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resigning?
A I'm done. Burnt out. It's time to quit.
Q And was your resignation effective immediately as of May 31st?
A Yes.
Q Why did you resign? Just burnt out?
A Burnt out. Tired.
Q Have you worked anywhere since resigning?
A No. The most common thing I put, I get recruiting, you know, all the time. I put an R-E in my phone that says retired.
Q Fully retired today?
A Retired.
Q Were you discriminated against in any manner by Southview?
A No.
Q Did you apply to be a physician anywhere else that you and I haven't already talked about?

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A Not that I'm aware of, no.
Q Final question: Is there --
A Are you sure?
Q Well --
MR. ARNOLD: He got you there.
MR. LOCKWOOD: No, that's absolutely right.
MR. ARNOLD: He got you there. I've never heard a client do that.
MR. LOCKWOOD: And here's the other one. Any time a lawyer gives you a time estimate, double it.
THE WITNESS: Okay.
MR. LOCKWOOD: The number of times I've told the Judge --
MR. ARNOLD: Plaintiffs lawyers double, defense lawyers triple.
MR. LOCKWOOD: Oh, Judge, it's a two-day trial.
MR. ARNOLD: I tell every Judge, whatever estimate I give you is wrong.
MR. LOCKWOOD: That's right. Absolutely.

Q So this might be the last question, depending on your answer. The other thing --
A Putting pressure on me now.
Q The answer is always "it depends." Is there anything else that supports your discrimination claim that you and I haven't already talked about today?
A Nothing I can think of.
MR. LOCKWOOD: Let me talk with Ms. Courtney. We might be done.
THE WITNESS: Now the pressure is on her.
THE VIDEOGRAPHER: We are off the record. The time is 3:02 p.m.
(Break in proceedings.)
THE VIDEOGRAPHER: We are back on the record. The time is 3:03 p.m.
MR. LOCKWOOD: That's all the questions I have.
MR. ARNOLD: No cross from Plaintiff's counsel. So that's over.
MR. LOCKWOOD: We are adjourned.

Thank you.
MR. ARNOLD: Thank you.
THE VIDEOGRAPHER: This concludes this deposition. The time is 3:03 p.m.
(The deposition of Hansel Noffsinger, M.D. was concluded at 3:03 p.m. CST on Tuesday, October 7, 2025.)

STATE OF ALABAMA)
)
COUNTY OF MADISON)

I, the undersigned, hereby certify that the foregoing pages, numbered 1 through 346, inclusive, contain a full, true, and correct transcript of the oral deposition of HANSEL NOFFSINGER, M.D., as the same was by me taken down stenographically on the date and at the place heretofore set out and thereafter by me reduced to typewriting.

I further certify that immediately prior to testifying HANSEL NOFFSINGER, M.D. was by me duly sworn as set out above.

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

of any attorney employed by the parties hereto, or financially interested in the action.

This the 19th day of October, 2025.

Jacqueline B. Careathers

Jacqueline Bufford Careathers, CCR, RPR
Certified Court Reporter #305
Expires: 9/30/26
Commissioner for the
State of Alabama at Large
My Commission expires: 1/05/28

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U.S. DISTRICT COURT
N.D. OF ALABAMA

Evid to Motion for Summary Judgment - Exhibit 34 - PART 1

Curriculum Vitae

Hans Noffsinger,

PERSONAL DATA

RESIDENCE ADDRESS: 80 High Mesa Circle
Chelsea, AL 35043
Cell: (502) 753-9014

EDUCATION

December 1978	B.S., Biology
May 1983	D.M.D.,
May 1995	M.D.,
Postdoctoral Training Internships and Residencies 1994 – 1997	Accelerated Internal Medicine Residency (AIM) University of Center

LICENSURE

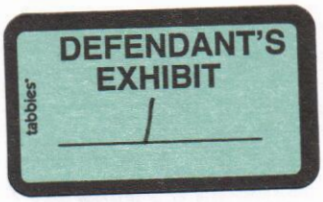
DEA License AN2242852 (Active)
Alabama Medical License 00025171 (Active)
Alabama Controlled Substance License 25171 (Active)
Medical License 15301 (Inactive)
Medical License 21403 (Inactive)
Medical License 32192 (Active)

BOARD CERTIFICATION

Diplomat, American Board of Internal Medicine
ACLS

CLINICAL APPOINTMENTS

August 2019 - Solo Practice
St. Vincent's Primary Care East
Birmingham, AL



CLINICAL APPOINTMENTS (cont')

September 2010 – May 2019	Traditional Practice, In Patient/Out Patient Baptist Medical Associates Louisville, KY
October 2009 - August 2010	Traditional Practice, In Patient/Out Patient Norton Medical Associates Fincastle/Brownsboro Crossing
November 2008 – July 2009	Traditional Practice, In Patient/Out Patient Versailles Internal Medicine
March 2003 – October 2008	Traditional Practice, In Patient/Out Patient Mobile Diagnostic Center
January 2006 – December 2007	Medical Director Gentiva-MidSouth Home Health
September 2000 – March 2003	Clinician/Hospitalist, Internal Medicine Associates/ North Mississippi Medical Center Tupelo,
January 2000 – September 2000	Hospitalist,
July 1997 – January 2000	Clinician/Hospitalist, / Internal Medicine Associates

COMMITTEE APPOINTMENTS

Informatics Committee, NMHS
Peer Review/Clinical Quality Committee, NMHS
Internal Medicine Section Committee, NMHS
Patient Care Fund, Internal Medicine Associates

CLINICAL RESEARCH EXPERIENCE

Principal Investigator
Number EFC10007, Sanofi Aventis.
"A Randomized, Double Blind, Parallel-Group, Multicenter, Multinational Study to Assess Glycemic Control with Rimonabant in Comparison with Glimepiride over 1 Year in Overweight/Obese Type 2 Diabetic Patients Not Adequately Controlled with Metformin" Protocol

Principal Investigator
Protocol Number EFC5107, Sanofi Aventis.
"A Randomized, Double-Blind, Placebo-Controlled, Parallel-Group, Multicenter study to assess the efficacy

andsafetyoflong-termadministrationofRimonabantinthePreventionofType2Diabetesinpatientswith prediabetic status (i.e., Impaired Fasting Glucose (IFG), Impaired Glucose Tolerance (IGT) or both)"

Principal Investigator
Protocol Number EFC826, Sanofi Aventis.
"Randomized, Multinational, Multicenter, Double-Blind, Placebo-Controlled, Two-Arm Parallel Group Trial of Rimonabant 20 mg OD for reducing the risk of major cardiovascular events in abdominally obese patients with clustering risk factors"

Principal Investigator
Protocol Number LTE6673, Sanofi Aventis.
"Efficacy and Safety of 2 mg/day of M100907 on Sleep Maintenance Insomnia with a sub study of the effect ofM100907onstableTypeIIDiabetesMellitusaIYear,Multi-CenterRandomizedDouble-Blind, Placebo-Controlled Study"

Principal Investigator
Galiant, Novartis.
"A Multi-Center, Randomized, Open Label, Active Controlled, Parallel Arm Study to Compare the Efficacy of 12 weeks of Treatment with Vildagliptin 100 mg qd to Thiazolidinedione (TZD) as add-on therapy in patients with Type II Diabetes Inadequately Controlled with Metformin Monotherapy in a Community Based Practice Setting" Protocol Name

Principal Investigator
Protocol Number MK0364, MERCK.
"A Phase IIb/III Randomized, Placebo-Controlled Clinical Trial to Study the Safety and Efficacy of MK-0364 in Overweight and Obese Patients with Type 2 Diabetes Mellitus (T2DM)"

Principal Investigator
Protocol Number CLAF237A23138, Novartis.
"AMulti-Center,Randomized,Double-Blind,ActiveControlledClinicalTrialtoEvaluatetheSafetyand Tolerability of 24 weeks treatment with Vildagliptin (50 mg qd or 100 mg qd) versus sitagliptin (25 mg qd) in patients with Type 2 Diabetes and severe renal insufficiency"

References available upon request

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION

HANSEL NOFFSINGER,	)	
	)	
Plaintiff,	)	
	)	
v.	)	**CASE NO.: 5:24-CV-900-LCB**
	)	
CULLMAN REGIONAL MEDICAL CENTER, INC.,	)	
	)	
Defendant.	)	

PLAINTIFF'S ANSWERS TO
DEFENDANT'S INTERROGATORIES

Comes now the Plaintiff, Hansel Noffsinger, and responds to the Defendant's Interrogatories to Plaintiff as follows:

GENERAL OBJECTIONS

1. Plaintiff objects to each discovery request to the extent that it may be interpreted to call for the production of documents or information which is privileged, including the attorney/client privilege and the "work product" privilege. The only documents which will not be produced for these reasons in response to Defendant's Interrogatories are:

   i. Those documents which include correspondence or similar communications from plaintiff to his counsel, documents prepared at the request of counsel for the plaintiff for the purpose



of this litigation, and correspondence and documents created by counsel for Plaintiff and sent to Plaintiff as a part of this litigation; and

ii. Documents obtained by Plaintiff's counsel from sources other than Plaintiff which constitute attorney work product.

2. Responses and answers will be made by Plaintiff subject to, and without in any way waiving, or intending to waive any of the following:

i. The confidentiality of answers and/or documents produced;

ii. All questions as to competency, relevancy, materiality, privilege, and admissibility as evidence for any purpose of any of the documents referred to or answers given, or the subject matter thereof, in any subsequent proceeding in or at the trial of this action or any other action.

iii. The right to object to other discovery procedures involving or relating to the subject matter of the interrogatories herein responded to; and

iv. The right at any time to revise, correct, or clarify any of the responses set forth herein or documents produced or referred to herein.

3. Plaintiff objects to each and every request to the extent that it seeks

information that is equally available to the Defendant and the burden on the Defendant to obtain the requested information is no greater than the burden on the Plaintiff.

4. Formal discovery has only just commenced in this civil action, and therefore, Plaintiff reserves the right to supplement his answers and responses to Defendant's Interrogatories upon completion of discovery.

5. Plaintiff reserves all objections as to the admissibility at trial of any information provided.

6. Plaintiff objects to Defendant's Interrogatories to the extent that the documents and/or information requested are not relevant to the issues in this case nor reasonably calculated to lead to the discovery of admissible evidence.

7. Plaintiff objects to Defendant's Interrogatories to the extent that the documents and/or information requested are overly broad in scope. In particular, Plaintiff objects to these Interrogatories or information unrelated to the relevant period of Plaintiff's employment with Defendant.

ANSWERS

1. If any documents or recordings ever within your custody or control relating to the subject matter of this litigation or the transactions which are the subject of this suit have ever been destroyed, defaced, altered, lost, disposed of, or otherwise removed from your files or records, identify all such documents or

recordings and the dates and reasons for destruction, removal, or alteration.

ANSWER: *Plaintiff objects to this Interrogatory as it calls for speculation as to what materials Defendant believes Plaintiff had a duty to preserve. Without waiving this objection, Plaintiff is not aware of any documents or recordings that have been destroyed, defaced, altered, lost, disposed of, or otherwise removed.*

2. State the name, last known address, and last known telephone number of each person from whom an oral, recorded, or written statement has been taken by you or your attorney concerning the matters alleged in this lawsuit.

ANSWER: *Plaintiff objects to this Request to the extent it violates the attorney/client and work product privileges. This objection is asserted solely so it is not waived in the event Plaintiff comes into possession of any written or audio/video recorded statements in the future. Without waiving this objection, Plaintiff is not aware of any oral, recorded or written statements that exist at this time.*

3. Identify each employer by whom you have been employed since January 1, 2020, including your current employer and specify:

a. The address of such employer;

b. The dates of your employment;

c. The position(s) held;

d. Your rate of pay;

e. The name of your supervisor(s); and

f. The reason your employment ended with each such employer.

ANSWER: *Plaintiff objects to this Interrogatory as it seeks information that is not relevant to Plaintiff's claims or Defendant's affirmative defenses. Without waiving this objection, Plaintiff worked for Defendant from April 2020 through June 15, 2022 and Defendant is aware of such information. Following Defendant's discriminatory termination decision, Plaintiff commenced employment with Southview Medical Clinic as an Internist Primary Care. Plaintiff worked for Southview Medical Clinic from July 2022 until his retirement during June 2024. Southview Medical Clinic paid Plaintiff an annual salary of $275,000. Plaintiff's supervisor while at Southview Medical Clinic was Dr. Kahn and Dr. Atta.*

4. Identify every employer or potential employer with which you have applied for employment or made your interest in employment known since January 1, 2020.

ANSWER: *Plaintiff objects to this Interrogatory as it seeks information that is not relevant to Plaintiff's claims or Defendant's affirmative defenses. Without waiving this objection, Plaintiff does not recall submitting an application for employment with Southview Medical Clinic.*

5. Paragraph 9 of your complaint alleges: "On or about January 31, 2020, Plaintiff entered an employment agreement with Defendant to provide services as a physician for its patients." Please identify every individual employed by or affiliated

with Defendant with whom you communicated about employment, potential employment or conditions of employment before entering into the employment agreement.

ANSWER: *Lisa Courtney*

6. Paragraph 11 of your complaint alleges: "A newly hired physician, Dr. Shadeem Alam, on his first day of work, told Plaintiff 'I hear you are about to retire.'" Other than Dr. Alam, please identify any other person employed by or affiliated with Defendant who made any comment to you about your retirement or potential retirement; or, who made any comment that related your age to your work in any manner. Please state the date on which any such comment was made the substance of any such comment.

ANSWER: *On or about Dr. Alam's first day in Defendant's clinic, Plaintiff went to Dr. Alam's office to welcome him to the practice. In response to this welcome, Dr. Alam stated words to the effect of "Thank, I hear you are about to retire." Plaintiff informed Dr. Alam that he had no intention of retiring. Plaintiff informed his medical assistants Rebekah Hill and Whitney Buettner of Dr. Alam's comment and then informed Defendant's Office Manager Stacey Graves about Dr. Alam's comment.*

7. Paragraph 14 of your complaint alleges: "Upon information and belief, Defendant's management held a meeting to discuss each of the doctors and their

future plans within the organization."

a. Please identify every member of Defendant's management who participated in this meeting;

b. Please identify any physician who was discussed in this meeting;

c. Please identify any statement made by any member of Defendant's management during this meeting about any physician, including yourself.

ANSWER: *Plaintiff cannot identify every member of Defendant's management that participated in the meeting because he was not present. The meeting occurred approximately one to two months prior to Defendant's discriminatory termination of Plaintiff's employment. After the meeting, Stacy Graves informed Plaintiff that she knew "the only safe provider" was Plaintiff because "they never mentioned" Plaintiff during the course of the meeting.*

8. Paragraph 17 of your complaint alleges: "Defendant invited all of its internists to participate in marketing sessions with its advertising agency and be included in social media advertising, TV interviews, and print advertising."

a. Please identify every physician who was invited to participate in marketing sessions and/or be included in marketing.

b. Please identify the date, or date range, in which the marketing efforts occurred.

ANSWER: *Plaintiff refers Defendant to the documents produced. Plaintiff does not recall the specific dates the document was sent to patients.*

9. Paragraph 21 of your complaint alleges: "Defendant provided younger doctors and CRNP's the necessary iOrder credentials." Please identify every physician or CRNP, regardless of age, who was provided with iOrder credentials.

ANSWER: *Plaintiff's colleagues Shaldeem Alam, Cameron Brimer, Caroline Studdard, John Morgan, Richard Gonzales, and Nicole Mangum all complained in Plaintiff's presence about the iOrder program.*

10. Paragraph 24 of your complaint alleged: "During the meeting on June 15, 2022, Luke terminated Plaintiff's employment."

a. Please identify every person who was present during the meeting on June 15, 2022.

b. Please state as specifically as possible every comment that was made by any person during the June 15, 2022 meeting, including yourself.

ANSWER: *On June 15, 2022, Defendant terminated Plaintiff's employment. Defendant's outside counsel Colin Luke informed Plaintiff of the termination decision. Defendant's Head of Human Resources and Defendant's Vice President Lisa Cortney were also present for the termination meeting. Plaintiff does not recall the name of Defendant's Head of Human Resources. Luke informed Plaintiff that Defendant terminated Plaintiff's employment. Plaintiff asked why he was being*

fired. Luke stated that Defendant did not have to provide Plaintiff a reason for its termination decision. Plaintiff asked Luke if he retained an attorney would Defendnant tell such counsel why Defendant terminated Plaintiff's employment, and Luke again stated that Defendant did not have to give a reason. Plaintiff asked again for a reason for termination and Luke stated that "you were fired without cause." Defendant's Head of Human Resources then discussed COBRA benefits coverage and the meeting ended.

11. Paragraph 29 of your complaint alleges: "Defendant notified Plaintiff's patients that he was no longer employed by Defendant and invited Plaintiff's patients to continue with Defendant's remaining physicians and/or CRNPs."

a. Please identify every person employed by or affiliated with Defendant who notified patients that you were no longer employed by Defendant.

b. Please identify every person employed by or affiliated with Defendant who invited patients to continue with Defendant's remaining physicians and/or CRNPs."

ANSWER: *Plaintiff's medical assistants Whitney Buettner and Connie Newsome informed Plaintiff that members of Defendant's management invited Plaintiff's patients to continue with Defendant's remaining physicians and/or CRNPs. Additionally, Schinley Land, the assistant to Defendant's Vice President Lisa Courtney came by the clinic on the day of Plaintiff's termination and stated to Newsome "you*

are a good doctor and did nothing wrong and fired without cause." Newsome also informed Plaintiff that Land asked about Plaintiff's patients orders and directed Newsome to contact Plaintiff's patients about rescheduling with the Defendant's remaining doctors and CRNPs.

After Defendant's discriminatory termination decision, Plaintiff spoke with Dr. Gonzales. Dr. Gonzales worked for Defendant in a different part of the clinic. Dr. Gonzales informed Plaintiff that Defendant's management told some of its staff that Plaintiff "simply retired" and he expressed surprise when Plaintiff informed him that Defendant terminated his employment.

12. Your charge of discrimination to the EEOC contains the following allegation: "Upon information and belief, Dr. Shaldeen Alam informed my colleagues that it terminated my employment for writing prescriptions for controlled medications that I was not qualified to prescribe."

a. Identify any person, document or other source of information that you relied upon to make this allegation.

b. Identify any person who was told by Dr. Shaldeen Alam that Defendant terminated your employment for writing prescriptions for controlled medications that you were not qualified to prescribe.

ANSWER: *A patient, Timothy Quattlebaum, informed Plaintiff that Dr. Alam made these remarks to him.*

13. Identify every fact that supports any inference of age discrimination against you.

ANSWER: *At the time it terminated Plaintiff's employment, Defendant failed to provide Plaintiff with any reason for its termination decision. Only after filing a Charge of Discrimination with the Equal Employment Opportunity Commission, Defendant asserted that it terminated Charging Party because he did not "generate sufficient revenues for [Defendant] to justify his compensation under his current employment agreement." Plaintiff treated more patients per day than the remainder of his younger colleagues, Shaldeem Alam, Cameron Brimer, Caroline Studdard, John Morgan, Richard Gonzales, Nicole Mangum, and Dr. Villar. For example, Plaintiff recalls seeing an estimated twenty-two (22) to thirty-four (34) patients per day whereas Dr. Brimer only treated four (4) to six (6) patients per day.*

14. Please identify every person who has made any statement (written or oral) which may support your claim of age discrimination. For each person, please state the substance of their statement, whether it was written or oral, and the approximate date on which the statement was made.

ANSWER: *During the termination meeting, Colin Luke did not engage in any statements constituting direct evidence.*

15. Identify all persons (excluding your attorneys) with whom you have communicated concerning facts, allegations or issues involved in this case, including

without limitation, any current or former employee of the Defendant, and describing, the content and dates of each such communication.

ANSWER: *Plaintiff refers Defendant to person identified in the answers herein. Some of Plaintiff's patients that he treated while with Defendant sought treatment at Southview Medical Clinic. Plaintiff confirmed the existence of the lawsuit with these patients. Many of these patients responded with words to the effect of "they did you wrong."*

16. Identify each lawsuit, legal proceeding, or investigation, in which you have ever been involved as a party, a complainant, a charging party, a respondent, or a witness, and describe in detail the nature of the action.

ANSWER: *Plaintiff objects to this Discovery request as it seeks evidence that is not relevant to Plaintiff's claims or Defendant's affirmative defenses. Plaintiff objects to this Interrogatory as the term "investigation" is vague, ambiguous, and not drafted in an effort to seek relevant and/or admissible evidence Plaintiff objects to this Discovery request to the extent it seeks information that is not relevant pursuant to Federal Rules of Evidence 403, 404, and 609. Plaintiff objects to this Discovery request to the extent it seeks to invade the attorney/client and work product privileges between Plaintiff and his/her previous attorneys. Plaintiff objects to this Discovery request to the extent it seeks information regarding convictions that occurred more than 10 years to the date this case is set for trial.*

Without waiving this objection, Plaintiff recalls a moving violation that occurred in 2022. The Alabama Board of Licensure responded to a third-party complaint about Plaintiff. No action was taken by the Board.

17. Identify each and every person who may possess any discoverable information or knowledge relating to the matters involved in this lawsuit.

ANSWER: *Plaintiff refers Defendant to persons identified in this Rule 26 disclosures and persons identified in the answers herein.*

18. Describe all relief you are seeking in this lawsuit, and provide the computation you used to determine the amount of any monetary damages sought.

ANSWER: *Plaintiff objects to this Interrogatory to the extent it seeks to invade the attorney/client and work product privileges. Without waiving this objection, Plaintiff refers Defendant to the computation of damages in Plaintiff's Rule 26 disclosures.*

I, Hansel Noffsinger, declare under penalty of perjury, pursuant to 28 U.S.C. § 1746, that the above answers to Interrogatory Nos. 1-18 are true and correct to the best of my knowledge, information and belief.

Hansel Noffsinger



Allen D. Arnold
Counsel for Plaintiff

OF COUNSEL:
ALLEN D. ARNOLD, LLC
6 Office Park Circle, Suite 209
Mountain Brook, AL 35223
205.252.1550 – Office
ada@allenarnoldlaw.com

CERTIFICATE OF SERVICE

I do hereby certify that I have emailed and/or mailed a copy of the above and foregoing, by U.S. Mail, properly addressed and postage prepaid, upon:

Robert Lockwood

on this the 28th day of April 2025.

Of Counsel

EMPLOYMENT AGREEMENT

Hans Noffsinger, M.D.

THIS AGREEMENT is entered into as of the 31st day of January, 2020 (the "Effective Date"), between **CULLMAN REGIONAL MEDICAL CENTER, a wholly owned subsidiary of an Alabama health care authority** (the "Hospital"), and **Hans Noffsinger, M.D.** (the "Physician").

WITNESSETH:

WHEREAS, the Hospital is a wholly owned subsidiary of an Alabama health care authority, that owns and operates an acute care hospital facility in the City of Cullman, Cullman County, Alabama, known as "Cullman Regional Medical Center";

WHEREAS, the Hospital desires to employ physician to provide outpatient internal medicine professional medical services at the Hospital's facilities and clinics;

WHEREAS, the Hospital's service area includes Cullman County and parts of Blount, Marshall, Morgan and Winston Counties, Alabama (all designated as Health Professional Shortage Areas) and there is objective evidence of a community need for an outpatient internal medicine physician and the Services (defined below) to be provided by the Physician;

WHEREAS, Physician is a doctor duly licensed to practice medicine in the State of Alabama, specializing in internal medicine and is board certified or board eligible in internal medicine;

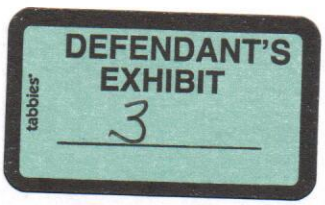
WHEREAS, the Hospital has determined that the health care needs of the citizens of its service area would be best served by retaining Physician as Hospital's employee as an outpatient internal medicine physician;

WHEREAS, the Hospital views the employment of Physician to provide care to the residents of its service area through the Hospital as an essential part of its continuing responsibility to the community and to operate for the benefit of the general public;

WHEREAS, the Hospital has determined that the terms of this Agreement are fair and reasonable;

WHEREAS, the Hospital, following careful review and consideration of the terms hereinafter set forth and following extensive negotiations with Physician concerning the same, is willing to enter into this Employment Agreement ("Agreement") with Physician; and

WHEREAS, the parties hereto desire to provide a full statement of their agreement in connection with the employment of Physician by the Hospital.



NOW, THEREFORE, in consideration of the foregoing and of the mutual terms and conditions contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties do agree as follows:

1. Employment

: The Hospital hereby employs the Physician and the Physician hereby accepts employment by the Hospital upon the terms and conditions hereinafter set forth.

2. Effective Date, Commencement Date and Term

: The "Effective Date" of this Agreement shall be the date first above noted while the "Commencement Date" shall be on or before April 1, 2020. The term of this Agreement shall continue for three (3) years from the Commencement Date (hereinafter the "Term") unless and until sooner terminated as hereafter provided. Unless either party provides at least ninety (90) days written notice prior to the expiration of any then-current term, this Agreement will auto-renew for additional one year periods.

3. Duties

:

(a) The Physician shall devote his full time and attention to the practice of medicine, specializing in the provision of those physician services generally performed by outpatient internal medicine physicians while managing the care of patients at times and locations designated by Hospital ("Services"). The Physician shall not, without the written consent of the CEO or Administrator of the Hospital, directly or indirectly perform medical services for another employer as an employee or independent contractor or for his own account, nor shall Physician engage in any other profession or business which would necessitate the Physician giving an appreciable portion of his time and effort to the detriment of the Hospital; provided, however, nothing herein shall be construed as preventing the Physician from investing his assets in such form or manner as will not require his services in the operations of the affairs of the company or companies in which such investment or investments are made. Except as otherwise expressly provided herein, Physician agrees that during his employment with the Hospital, he will not engage in the practice of medicine for or in his own account or for or with any other person or entity, unless such employment or relationship is approved in writing by the CEO or Administrator of the Hospital.

(b) Physician shall admit to and/or schedule facility procedures at the Hospital and, when making requests for consultation with, or referrals to, other physicians, shall refer such patients to physicians practicing at the Hospital, except when the patient expresses a contrary preference, the patient's insurer dictates otherwise, or, in the Physician's judgment, the referral is not in the patient's best medical interest. Notwithstanding the foregoing, the Hospital and Physician acknowledge that no part of the compensation to be paid to Physician hereunder constitutes compensation for or is otherwise intended to induce the referral of patients for any services or goods of the Hospital. The parties acknowledge that the requirements of this section are reasonably necessary to effectuate the legitimate business purpose of this Agreement and it is

FILED
2026 Mar-05 AM 10:00
U.S. DISTRICT COURT
N.D. OF ALABAMA

Evid to Motion for Summary Judgment - Exhibit 34 - PART 2

the intent of the parties hereto that the requirements of this section be consistent with the provisions of 42 CFR § 411.354(d)(4).

(c) Physician shall provide the Services consistent with the guidelines set forth in **EXHIBIT "A"** attached hereto.

4. Direction of Services

: The Hospital shall direct, control and supervise the duties and work of Physician; provided, however, that the Hospital shall not impose employment duties or constraints of any kind which would require Physician to infringe upon the ethics of the medical profession or violate any applicable ordinance or law. The Physician shall perform all services with respect to the diagnosis, care and treatment of patients in such manner as the Physician, in the independent exercise of his medical judgment, deems to be in the best interest of the patients, subject only to the rules, regulations and decisions of the Medical Staff of the Hospital, and any rules, regulations, and decisions and clinical guidelines established by the Hospital. The Hospital shall be responsible for the development and implementation of management guidelines in support of Physician's practice of medicine including but not limited to standards, policies, record keeping and fees to be charged. Physician shall participate in such development and implementation as requested by the Hospital. The Hospital shall have the exclusive right to allocate the patients among its employees with due regard to the source of the patient, the specialty and skill of the employees, and the workload of the employees, and the Hospital shall have the final authority over acceptance or refusal for treatment of any person for whom professional services may be provided. The Hospital shall have the absolute right to determine the days and hours when Physician shall perform his duties; provided, however, the Hospital shall seek Physician's input on his schedule and provide advance notice with respect to location or schedule changes. Physician's regular work schedule shall be established by the Hospital, but will consist of four work days each week, in a manner to provide consistent coverage in conjunction with other physicians employed by or contracted with the Hospital to provide Services and with due regard for Physician's need and ability to coordinate all of his responsibilities hereunder.

5. Fees for Services

: The Hospital shall have the exclusive right to determine and establish fees to be charged by the Hospital for the professional services rendered by Physician. All income generated by Physician for his services as a physician shall belong to the Hospital, whether paid directly to the Hospital or the Physician. Physician hereby assigns to Hospital his right to claim any and all compensation for professional services rendered by Physician hereunder. This assignment includes any global payments or capitated arrangements which Hospital may have entered into that include professional medical services. Physician shall execute any agreements, powers of attorney or other documents necessary to authorize any patient, third party payor, class action settlements, or other person or entity, to pay any such fees directly to Hospital. This assignment by Physician shall automatically terminate with respect to professional services rendered by Physician following termination of this Agreement.

6. Relationship of Parties

: The relationship between Physician and Hospital is that of employee and employer. The relationship between Physician and Hospital shall not modify or affect any privileged relationship between Physician and the patients he treats.

7. Compensation

:

(a) Annual Compensation

. As compensation for services rendered to the Hospital during the Term of this Agreement, in whatever capacity rendered, the Physician shall be paid a base salary during the first year of the Term of this Agreement of Two Hundred and Seventy Five Thousand Dollars ($275,000.00) (the "Base Compensation"). In addition Physician shall receive a productivity bonus of Fifty Dollars ($50.00) per worked RVU in excess of 5,085 wRVUs per year (the "Productivity Bonus"). With the mutual agreement of the Hospital and Physician, this Productivity Bonus may be calculated and paid quarterly but will be trued up on an annual basis, and Physician will repay any overpayment on true up and upon termination. No bonus is payable subsequent to termination of Physician's employment. In year 2, should Physician's wRVU productivity drop below 2540 wRVUs in any six month period, Physician's Base Compensation shall be reduced by $50 per wRVU.

(b)

Withholding and Employment Taxes

. All compensation paid to Physician hereunder shall be subject to customary withholding and employment taxes as required by law.

(c) Commencement Bonus. Within 10 days of the Commencement Date, if Physician is employed by Hospital on a full-time basis, Physician shall receive a Commencement Bonus of twenty thousand dollars ($20,000). Such commencement bonus will be repaid by Physician on a pro rata basis (getting percentage credit for each month out of 12 for which Physician works for the Hospital) if Physician terminates this Agreement without cause in accordance with Section 14(b) below or Physician is terminated "for cause" prior to the end of the Term.

(d) Retention Bonus. Upon the one year anniversary of the Commencement Date, if Physician is still employed by Hospital on a full-time basis, Physician shall receive a retention bonus of twenty thousand dollars ($20,000). Such retention bonus will be repaid by Physician on a pro rata basis (getting percentage credit for each month out of 12 for which Physician works for the Hospital) if Physician terminates this Agreement without cause in accordance with Section 14(b) below or Physician is terminated "for cause" prior to the end of the Term. In addition, upon the second and third year anniversary of the Commencement Date, if Physician is still employed by Hospital on a full-time basis, Physician shall receive a retention bonus of twenty thousand dollars ($20,000). Such retention bonus will be repaid by Physician on a pro rata basis (getting percentage credit for each month out of 12 for which Physician works

for the Hospital) if Physician terminates this Agreement without cause in accordance with Section 14(b) below or Physician is terminated "for cause" prior to the end of the Term.

8. Fringe Benefits

: Physician shall be eligible to participate in the Hospital's various benefit programs and insurance plans available to all employees pursuant to the rules of enrollment and eligibility as set forth in the Hospital's benefit plans, as amended from time to time.

9. Professional Insurance

:

(a) Insurance Coverage

. The Hospital agrees to carry, at its sole cost and expense and throughout the term of this Agreement, professional liability and such other forms of insurance which shall be selected by the Hospital (such as public liability insurance) covering Physician in his capacity as an employee hereunder and in amounts equivalent to the coverage required by the Hospital's Medical Staff Bylaws. Upon termination of Physician's employment for any reason, the Hospital shall be entitled to receive from Physician, an amount equal to the cost of professional liability insurance premiums paid on behalf of Physician for any period after termination of Physician's employment, except as provided in subsection (c) below. The Hospital reserves the right to withhold any monies otherwise due or payable to Physician hereunder upon termination to offset the cost of any professional liability insurance premium already paid by Hospital.

(b) Physician Termination of Employment

. Upon termination of employment by Physician prior to the expiration of the Agreement without cause, Physician shall be required to purchase an extended reporting endorsement ("tail coverage") in an amount equal to the usual and customary coverage maintained for other internal medicine physicians of the Hospital. If Physician fails to purchase the extended reporting endorsement ("tail coverage") required pursuant to this Section 9(b), Hospital may acquire the tail coverage and offset the cost of such usual and customary physician tail coverage against any amounts otherwise owed to Physician.

(c) Hospital Termination of Employment

. Upon (i) termination of employment by Hospital without cause, (ii) termination of this Agreement by Physician with cause, or (iii) expiration of this Agreement without renewal or early termination, Hospital shall be required to purchase an extended reporting endorsement ("tail coverage") in an amount equal to the usual and customary coverage maintained for other physicians of the Hospital or by other practitioners in the community.

10. Practice Support

: Physician shall be provided with reasonable office space for the conduct of the practice of medicine as well as office and stenographic support, and such other facilities and services, as

deemed suitable by the Hospital and necessary and appropriate for the performance of Physician's duties hereunder. The Hospital shall retain sole and exclusive right to make all final decisions with respect to hiring and firing personnel, selecting and acquiring equipment, and practice management companies and personnel.

11. Patient Records

: All case records, case histories, x-ray films, digital images, or personal or medical files pertaining to patients of the Hospital, or patients consulted, interviewed or treated or cared for by the Physician are and shall remain the property of the Hospital. The Physician acknowledges that the list of the Hospital's patients along with all case records, case histories, x-ray films and patient files are valuable, special and unique assets of the Hospital's business. Except in the normal course of Physician's practice of medicine, the Physician will not, during or after the term of his employment, disclose any of the above-mentioned assets or any part thereof to any person, firm, corporation, association or other entity for any reason or purpose whatsoever. Any request by a patient for transfer or release of patient records shall be dealt with by the Hospital in such manner so that Physician's legal and ethical obligations to patients are satisfied. Notwithstanding any provision to the contrary herein, Physician shall be entitled to reasonable access to, and permitted to obtain copies of, any patient medical records, including but not limited to, case records, case histories, x-rays films, digital images or personal or medical files pertaining to patients of the Hospital, or patients consulted, interviewed, or treated or cared for by the Physician as necessary to assist in the defense of any professional liability action. In the event of a breach or threatened breach by the Physician of the provisions of this paragraph, the Hospital shall be entitled to appropriate equitable relief as well as any and all remedies at law.

12. Vacation, Continuing Education and Leaves of Absence: During the Term of this Agreement, Physician shall be entitled to twenty-nine (29) days of paid leave per employment year (consistent with the Earned Time Off Benefit section of the Flex Plan Benefits Booklet). Physician shall also be entitled to five (5) days for continuing medical education (CME) per employment year. The Hospital will reimburse Physician for registration and travel expenses associated with CME up to Three Thousand Five Hundred Dollars ($3,500.00) per employment year. Leaves of absence (whether earned time off or CME) should be approved in advance by the Hospital in writing. Accrued vacation or leave days must be used in the employment year they are accrued. Unused vacation or leave days will not be available in any subsequent employment year, nor will such days result in additional compensation.

1. Standards

: The Physician shall perform his duties under this Agreement in accordance with such standards of professional ethics and practice as may from time to time be applicable during the term of his employment hereunder, applicable state and federal laws and regulations, Standards of Joint Commission on Accreditation to the extent applicable, the rules and regulations of the State of Board of Public Health and the applicable portion of the Medical Staff Bylaws of the Hospital, as the same may from time to time be amended.

12. Termination

(b) Termination Without Cause

. This Agreement may be terminated without cause; i) at any time by the mutual written consent of the parties, or ii) upon written notice by either party for a termination date at least ninety (90) days following the date of such notice. In the event of such termination, the Hospital shall pay to Physician the prorated equivalent of his salary up to the date of termination.

(c) Automatic Termination for Cause

. This Agreement shall, at the option of the Hospital, terminate immediately without any requirement of notice by either party to the other in the event of any of the following occurrences:

(i) Loss or suspension of Physician's license to practice medicine;

(ii) Loss or suspension of or inability to obtain DEA Registration;

(iii) Physician is charged with commission of a crime involving moral turpitude;

(iv) Cancellation of Physician's coverage under, or his insurability under, the professional liability policy provided pursuant to this Agreement;

(v) Any intentional misrepresentation of material facts or material circumstances to the Hospital;

(vi) Any act by the Physician which is intended to cause harm or damage to the Hospital or any patient or employee of the Hospital;

(vii) The adjudication of the Physician as a bankrupt or the appointment of a receiver for her;

(viii) Physician is elected to or accepts employment with a public office that pursuant to law is a restriction or limitation upon the rendering of professional medical service;

: This Agreement may not be terminated by either party except as follows:

(a) Termination by Death or Disability

. Upon the death of Physician or, ninety (90) days following Physician's becoming totally disabled, this Agreement shall immediately terminate and Physician or Physician's personal representative, as the case may be, shall be paid an amount representing the prorated equivalent of his salary through the date of his death or in the event of total disability the amount payable under Paragraph 20(c) hereof. "Total disability" shall be determined pursuant to Paragraph 20(a)(i) hereof.

(ix) Physician becomes legally disqualified to practice medicine in the State of Alabama;

(x) Physician fails to satisfy any one of the qualifications set forth in Paragraphs 15 and 16 hereof;

(xi) Physician materially breaches any of the terms or conditions contained in this Agreement; or

(xii) Hospital determines, in its sole discretion, that Physician has engaged in the abuse of alcohol, drugs or any other substance that impairs the Physician's ability to perform the duties and services required by this Agreement. (In the event Hospital suspects abuse of alcohol, drugs or any other substance, Physician agrees to promptly submit to mandatory testing.)

Upon termination of this Agreement for cause, no further compensation shall be payable hereunder, except for compensation for services rendered prior to the date of termination.

(d) Material Change in Law

. In the event any material change in any federal or state law or regulation creates the likelihood of sanction or penalty based on the terms of this Agreement or would prohibit the Hospital from billing for or receiving payment for any services provided by Hospital or Physician because of the terms of this Agreement, then this Agreement shall terminate upon thirty (30) days' notice of such change or the effective date of such change (whichever is earlier). Upon termination of the Agreement under this Paragraph 14(d), the Hospital shall pay to Physician the prorated equivalent of his salary up to the date of termination, provided payment of such amount does not (in opinion of Hospital counsel) violate applicable state or federal law.

(e) Termination within One Year. Should this Agreement be terminated within one year from the Commencement Date for any reason whatsoever, the Parties agree that they will not enter into a new agreement for the services to be provided herein until the expiration of one year from the Commencement Date.

13. Qualifications

: It is expressly understood and agreed that continuation of the Hospital's obligations under and Physician's employment pursuant to this Agreement shall be dependent on Physician continuously:

(a) Holding an unrestricted license to practice medicine in the State of Alabama;

(b) Obtaining and continuously maintaining membership in good standing on the Hospital's Medical Staff with appropriate privileges pursuant to Paragraph 16;

(c) Holding unrestricted state and federal authority to prescribe and administer all drugs and pharmaceutical agents necessary or customary in the practice of medicine;

(d) Being eligible to provide medical services which are covered services under Titles XVIII and XIX of the Social Security Act;

(e) Participation in Blue Cross/Blue Shield Preferred Medical Doctor Program (PMD) or successor program;

(f) Subject to short-term illness or disability, being physically, mentally, and emotionally fit to engage in the practice of medicine; and

(g) Performing the matters required hereunder in accordance with all applicable local, state and federal laws and regulations and all rules and regulations of the State Board of Public Health.

It is the responsibility of Physician to notify the Hospital immediately if he shall cease or fail to meet any of the qualifications stated above.

14. Medical Staff and Clinical Privileges

: This Agreement is conditioned upon Physician's obtaining and continually maintaining active Medical Staff appointment and clinical privileges on the active Medical Staff of the Hospital commensurate with the Services he shall be performing pursuant to this Agreement.

15. Automobile Insurance

: Physician agrees to carry liability insurance coverage on his personal vehicle with limits acceptable to the Hospital and shall provide evidence of such coverage to the Hospital.

16. Nondiscriminatory Care

: Physician shall provide services without regard to a patient's race, creed, color, sex, religion, national origin, or handicapping condition. Physician shall provide services to beneficiaries under the Medicare and Medicaid programs without discrimination.

17. Medicare Access to Books and Records

: In the event, and only in the event, that Section 952 of P.L. 96-499 (42 U.S.C. Section 1395x(v)(I)) is applicable to this Agreement, Physician agrees as follows: (a) until the expiration of four (4) years after the furnishing of such services pursuant to this Agreement, Physician shall make available, upon written request to the Secretary of the Federal Department of Health and Human Services or the Comptroller General of the United States, or any of their duly authorized representatives, this Agreement, and any books, documents and records of Physician necessary to certify the nature and extent of the cost of services pursuant to this Agreement; and (b) if Physician carries out any of the duties of this Agreement through a subcontract having a value or cost of Ten Thousand and No/100 ($10,000.00) Dollars or more over a twelve (12) month period with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary of the Federal Department of Health and Human Services or the Comptroller General of the United States, or

any of their duly authorized representatives, any subcontract, and books, documents and records of such organization necessary to verify the nature and extent of the cost of services provided pursuant to such subcontract.

18. Disability of Physician

:

(a) For purposes of this Agreement:

(i) The term "totally disabled" shall mean that Physician is unable, by reason of illness (physical or mental) or accident, to engage in the practice of internal medicine as determined in writing by a physician.

(ii) The term "partially disabled" shall mean that Physician is able to engage, to some extent, on behalf of the Hospital, in such medical practice but is unable, by reason of illness or accident, to devote the same amount of time to such practice as was devoted by him prior to the occurrence of such illness or accident.

(iii) In the event the Physician and Hospital are unable to agree upon the total disability or partial disability of Physician, either Hospital or Physician may immediately request of the other that a physician who is independent of Physician or Hospital determine whether Physician is "totally disabled" or "partially disabled." Upon such request, an independent physician shall be appointed as follows: One physician shall be appointed by the Physician, and one physician shall be appointed by the Hospital. The two selected physicians shall then select a third physician who shall serve as the independent physician. The independent physician shall complete an examination of the Physician within ten (10) days after his appointment. The determination of the independent physician shall be binding on all the parties hereto, including the Physician's personal representative. If either the Physician or the Hospital shall fail to designate a physician as provided herein within five (5) days of the request for appointment of an independent physician, the physician selected by the other party shall make the determination contemplated in this Paragraph 20(a)(iii), and his determination shall be final, conclusive and binding upon both parties.

(b) In the event Physician is partially disabled, the Hospital shall continue to pay to Physician for a period not to exceed ninety (90) days an amount equal to the pro rata Base Compensation amount under Paragraph 7(a); provided, however, that for so long as Physician remains partially disabled, the Base Compensation payments made to Physician by the Hospital under this Paragraph 20(b) shall be prorated based on the actual hours worked by Physician and shall be reduced by the amount of any amount paid or payable to Physician under the disability policy provided by the Hospital pursuant to Paragraph 8.

(c) In the event Physician is totally disabled, Hospital will continue to compensate Physician for a period not to exceed ninety (90) days from the date of such disability at the rate of one hundred (100%) percent of the Base Compensation amount set forth in Paragraph 7(a), less any amount paid or payable to Physician under the disability policy provided by the Hospital pursuant to Paragraph 8.

(d) A period of disability may be continuous or broken. If broken into periods of disability separated by intervening periods of work, there shall be aggregated together all such periods of disability except those occurring prior to the time when any single period of work extended for six (6) months or longer, and such aggregate periods of disability shall be treated as a single period of disability.

19. Restriction During Term of Agreement

: Without limiting any other obligation of the Physician hereunder, the Physician will be subject to the restrictions set forth in this Section 21.

(a) Own or Manage

. Physician will not, without the specific written consent of the Hospital, directly or indirectly own, manage, operate, control, be employed by or participate in, or be connected in any manner with, the ownership, management, operation or control of any business which is involved in or connected with the practice of medicine or any business then being conducted by the Hospital.

(b) Furnish Medical Treatment

. The Physician will not, except as may be required by applicable law or any ethical or professional standards applicable to the Physician's professional practice of medicine, or as the Hospital may require, from time to time, other than pursuant to this Agreement, or as the Hospital may have approved in writing furnish medical treatment to any patient or provide medical services to or on behalf of any hospital, clinic or other health care facility.

(c) Non-Solicitation

. During the term of this Agreement and for the period of one (1) year following the expiration or termination for any reason of this Agreement, the Physician will not, for any purpose whatsoever, directly or indirectly (i) induce or attempt to induce any employee of the Hospital to leave the employ of the Hospital, or in any way interfere with the employment (or any other) relationship between the Hospital and any employee of the Hospital; or (ii) induce or attempt to induce any patient, customer, supplier, licensee, or business relation of the Hospital to cease or materially diminish its business (or any other) relationship with the Hospital, or in any way interfere with such relationship(s).

(d) Conflict with Agreement

. Physician will not engage in any activity that conflicts with the performance of the services required under this Agreement or the promotion of the interests, business, goodwill and welfare of the Hospital.

(e) Disparage or Discredit

. The Physician will not disparage the Hospital or do anything with the intent of bringing discredit upon the Hospital. This Section 21(e) will survive termination of this Agreement.

(f) Confidentiality/Non-Disclosure

. The Physician will not, directly or indirectly, for any purpose whatsoever, use or disclose any Confidential Information (defined below), except (i) as the Hospital may authorize in writing; (ii) as required by applicable law; or (iii) to other employees and agents of the Hospital, to the extent necessary to enable the Hospital to conduct its business. As used in this Agreement, "Confidential Information" means confidential or proprietary information relating to the medical practice and business of the Hospital, including without limitation, trade secrets, patient, customer and supplier lists, pricing and billing information and policies, marketing arrangements, strategies, business plans, overhead factors, bidding techniques, internal performance statistics and training manuals. This Section 21(f) will survive termination of this Agreement.

20. Billing Information

: Physician shall provide to Hospital in a timely and accurate manner all reasonable documentation needed or requested by Hospital for billing, bookkeeping or other business purposes including, but not limited to, any form or contracts for third party reimbursement or other purposes, CPT and ICD codes for services rendered by Physician or staff under Physician's direction and any requests for additional clinical information by third party payors.

21. Compliance Program

: Physician shall cooperate in and comply with the Hospital's compliance program and the policies and procedures thereof or applicable thereto and shall cooperate with the Hospital and its compliance officer in any audit or review pursuant to such compliance program or policies.

22. Financial Relationships

: Neither Physician nor any member of Physician's family may have a financial relationship (including an employment relationship) with Hospital that is related to the provision of designated health services (as defined at Section 1877 of the Social Security Act) during the term of this Agreement unless Hospital provides express written consent. Consent will be given or withheld, in Hospital's sole discretion, based upon the perceived impact such a relationship could have to this transaction because of the application of Section 1877 of the Social Security Act (or similar state or federal legislation). Physician certifies that, as of the effective date of this Agreement, no such relationship exists. Physician shall give Hospital written notice within five (5) business days following the creation of such relationship during the term of this Agreement or any extension or renewal hereof.

23. Miscellaneous

:

(a) Benefit

. This Agreement shall bind all the parties hereto, their respective heirs, executors, administrators and assigns, but nothing contained herein shall be construed as an authorization or right of any party to assign his rights or obligations hereunder, except, however, that Hospital may assign this agreement without consent of Physician to a wholly owned subsidiary or an affiliated corporation wholly owned, directly or indirectly, by it or one of its owners.

(b) Entire Agreement

. This instrument contains the entire agreement of the parties and may not be changed except by a writing signed by the party against whom the enforcement of any waiver, change, extension, modification or discharge is sought.

(c) Waiver

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

(d) Notices

. Any and all notices required or permitted to be given under this Agreement will be sufficient if furnished in writing and delivered by hand or sent by registered mail to his last known residence in case of Physician or to its principal office in Cullman, Alabama, in the case of the Hospital.

(e) Approved by Hospital

. The provisions of this Agreement requiring the consent, approval or designation of the Hospital shall have been so consented, approved or designated when done in writing and signed by the CEO or Administrator of the Hospital.

(f) Governing Law

. This Agreement shall be interpreted, construed and governed according to the laws of the State of Alabama.

(g) Paragraph Headings

. The paragraph headings contained in this Agreement are for convenience only and shall in no manner be construed as part of this Agreement.

(h) Severability

. If any provision, term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall be declared invalid or unenforceable, the remainder of the Agreement and the application of any term or provision to persons or

circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect.

(i) No Third Parties

. This Agreement is expressly between the parties hereto and is not intended to provide any benefit to any third party, and any party not a party to this Agreement is hereby expressly excluded as a third party beneficiary hereunder.

(j) No Assignment

. Except as otherwise noted in this Agreement, Physician shall not assign any of his rights or delegate any of his duties under this Agreement without the prior written consent of Hospital, which consent may be withheld in Hospital's sole discretion. The Hospital may assign this agreement to any affiliate or subsidiary. Any unauthorized attempted assignment by Physician shall be null and void and of no force or effect.

(k) Compliance, Fraud and Abuse

. Each party hereto represents that it has not been excluded from participating in Medicare, Medicaid, or any other federal or state health care program and has not been suspended, excluded, or debarred by any governmental entity and is not aware of any such pending or threatened action or any fact or circumstance that would give rise to such action being taken against such party. Each party agrees to notify the other if this representation is no longer accurate or complete. The parties hereto covenant and agree that this Agreement and the actions of each party related thereto, are intended to be in full compliance with all applicable state and federal health care laws, rules, and regulations, including but not limited to, the Stark Law (42 U.S.C. § 1395nn) and the Anti-Kickback Statute (42 U.S.C. § 1320a-7b).

(l) Other Contracts

. This Agreement makes specific reference to the Master Contract List maintained by the Hospital with regard to any other contracts or arrangements with Physician.

(m) Counterparts

. This Agreement may be executed in counterparts, each of which will be deemed to be an original, and all of such counterparts will together constitute one and the same Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above noted.

HOSPITAL:

CULLMAN REGIONAL MEDICAL CENTER, an Alabama health care authority subsidiary

By: _____
James Clements, President/CEO

PHYSICIAN:

_____ MD
Hans Nottsinger, M.D.

EXHIBIT "A"

GUIDELINES FOR PROVISION OF SERVICES

In addition to the other duties outlined in the Agreement, Physician shall:

- Provide outpatient on-call coverage for the Hospital and consistent with the Hospital's Medical Staff Bylaws.
- Perform administrative services as reasonably requested by Hospital for the enhancement of the outpatient internal medicine services for the Hospital.

(https://mycullmantv.com/)

Premier Bank of the South

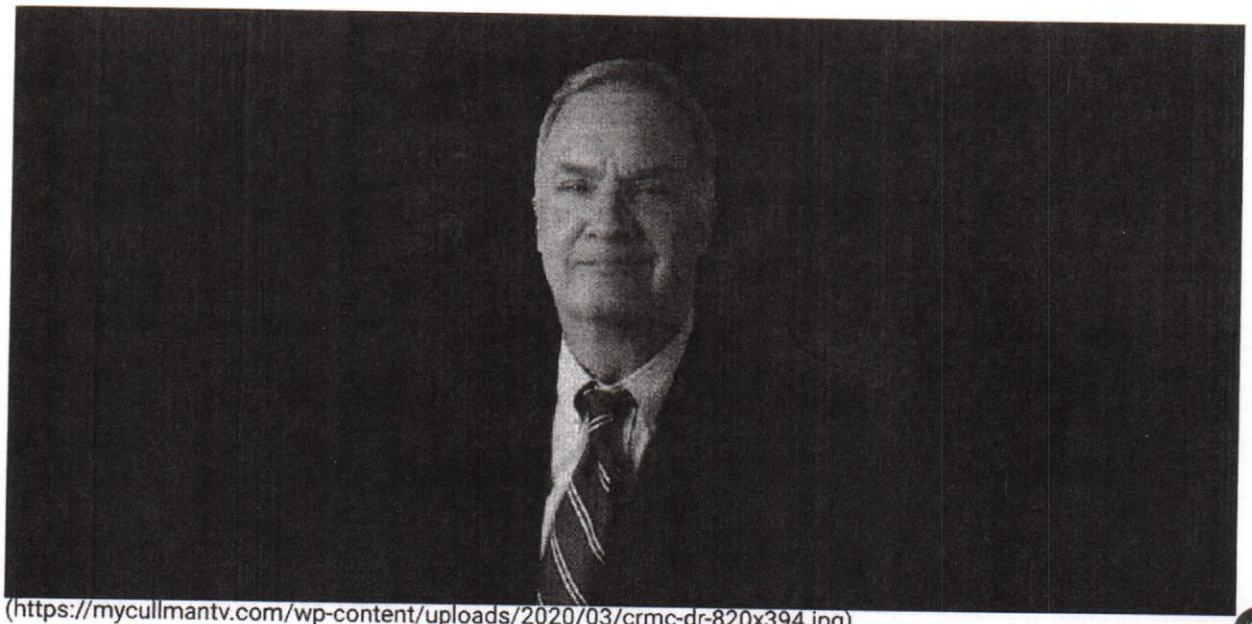
MOBILE BANKING AT YOUR FINGERTIPS

(https://www.premierbankofthesouth.com/)

NEWS (HTTPS://MYCULLMANTV.COM/CATEGORY/NEWS/)

Cullman Regional Welcomes Internal Medicine Physician Hans Noffsinger, MD, to Medical Group

Michael Sapp • Mar 10



(https://mycullmantv.com/wp-content/uploads/2020/03/crmc-dr-820x394.jpg)

Cullman Regional Welcomes Internal Medicine Physician Hans Noffsinger, MD, to Medical Group

Cullman, Ala. – Cullman Regional welcomes board-certified Internal Medicine Physician Hans Noffsinger, MD, to the Cullman Regional Medical Group. Dr. Noffsinger completed his medical degree at the University Of Kentucky College Of Medicine and completed his

tabbies DEFENDANT'S EXHIBIT 4

post-doctoral training at the University of Kentucky Medical Center. A native of Lexington, Kentucky, he has provided [illegible]ients in various hospitals and clinics throughout the southeast for more than 20 years, including six years in private practice in Mobile, Alabama. Dr. Noffsinger has most recently practiced in Kentucky for the past 10 years while caring for aging parents.

As an Internal Medicine physician, Dr. Noffsinger provides comprehensive diagnosis and treatment for chronic illnesses as well as health promotion and disease prevention. Internists are not limited to one type of medical problem or organ system and are equipped to deal with whatever problem a patient brings no matter how common or rare, or how simple or complex. They are specially trained to solve puzzling diagnostic problems and handle severe chronic illnesses and situations where several different illnesses may strike at the same time. Internists serve as primary care providers specializing in the overall diagnosis and treatment of both acute and chronic illnesses of adults and geriatric patients.

Some of the illnesses they treat include:

- Acute respiratory illness
- Asthma
- Bronchitis
- Chest pain
- Diabetes
- Fatigue
- High Cholesterol & Triglycerides
- Hypertension (High Blood Pressure)
- Flu
- Menopause
- Migraines
- Osteoarthritis
- Osteoporosis
- Pneumonia

(https://mycullmantv.com/)

RECENT POSTS



David Wiggins was at the Cullman Oktoberfest handing out Bingo prizes to the Seniors! (https://mycullmantv.com/2024/10/07/david-wiggins-was-at-the-cullman-oktoberfest-handing-out-bingo-prizes-to-the-seniors/)

NEWS (HTTPS://MYCULLMANTV.COM/CATEGORY/NEWS/)



Premier Bank of the South and Puckett's help feed the Seniors (https://mycullmantv.com/2024/10/07/premier-bank-of-the-south-and-pucketts-help-feed-the-seniors/)

NEWS (HTTPS://MYCULLMANTV.COM/CATEGORY/NEWS/)



Good Hope Varsity Volleyball Team Wins County Tournament (https://mycullmantv.com/2024/10/07/good-hope-varsity-volleyball-team-wins-county-tournament/)

NEWS (HTTPS://MYCULLMANTV.COM/CATEGORY/NEWS/)

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WALLACE STATE COMMUNITY COLLEGE (HTTPS://MYCULLMANTV.COM/TAG/WALLACE-STATE-COMMUNITY-COLLEGE/)

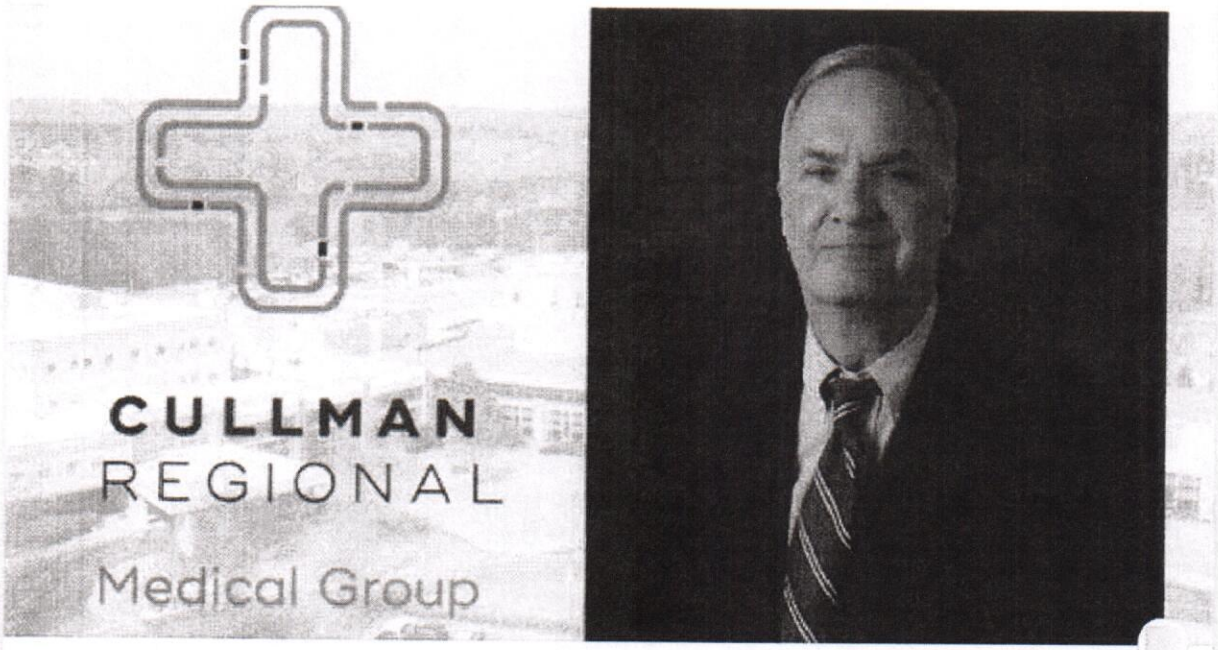
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Cullman Regional Medical Center's Post

Cullman Regional Medical Center
March 10, 2020 ·

We are excited to welcome Internal Medicine Physician Hans Noffsinger, MD, to the Cullman Regional Medical Group! Learn more at CullmanRegional.com. #InternalMedicine #CullmanRegional



CULLMANREGIONAL.COM

Cullman Regional Welcomes Internal Medicine Physician Hans Noffsinger, MD, to Medical Group - Cullman Regional Medical Center Learn more

James C Fields Jr and 151 others 16 comments 28 shares

Like Comment Send Share

Most relevant

Amanda Wood Lopez
i absolutely love this doctor he is so smart i usually have to explain my rare disorders to docs he is sharp as a tack and as soon as i mention something he is on his game i'm so glad i found him as a doctor

Comment as Robert Carter Lockwood

FILED
2026 Mar-05 AM 10:00
U.S. DISTRICT COURT
N.D. OF ALABAMA

Hans Noffsinger, MD Joins Cullman Regional Medical Group


Hans Noffsinger, MD

Board-certified Internal Medicine Physician Hans Noffsinger, MD has joined the Cullman Regional Medical Group - Family Care. Noffsinger completed his medical degree at the University Of Kentucky College Of Medicine and completed his post-doctoral training at the University of Kentucky Medical Center.

Noffsinger has provided care for patients in hospitals and clinics throughout the south for more than 20 years, including six years in private practice in Mobile. He has practiced in Kentucky for the past 10 years, caring for aging parents.

"We're excited to be coming back home to Alabama," Noffsinger said.

Sections: Grand Rounds

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EEOC Form 5 (11/09)

CHARGE OF DISCRIMINATION

This form is affected by the Privacy Act of 1974. See enclosed Privacy Act Statement and other information before completing this form.

Charge Presented To: Agency(ies) Charge No(s):

☐ FEPA

☒ EEOC

_____ and EEOC

State or local Agency, if any

Name (Indicate Mr., Ms., Mrs.)	Home Phone (Incl. Area Code)	Date of Birth
Dr. Hansel Noffsinger	(502) 753-9014	[redacted]1955

Street Address	City, State and ZIP Code
80 High Mesa Circle	Chelsea, AL 35043

Named is the Employer, Labor Organization, Employment Agency, Apprenticeship Committee, or State or Local Government Agency That I Believe Discriminated Against Me or Others. *(If more than two are named, list under PARTICULARS below.)*

Name	No. Employees, Members	Phone No. (Incl. Area Code)
Cullman Regional Medical Group	500+	(256) 735-5075

Street Address	City, State and ZIP Code
1912 Alabama Highway 157, Buldings 1, Ste.	Cullman, AL 35058

Name	No. Employees, Members	Phone No. (Incl. Area Code)

Street Address	City, State and ZIP Code

DISCRIMINATION BASED ON *(Check appropriate box(es).)*

☐ RACE ☐ COLOR ☐ SEX ☐ RELIGION ☐ NATIONAL ORIGIN

☐ RETALIATION ☒ AGE ☐ DISABILITY ☐ GENETIC INFORMATION

☐ OTHER *(Specify)*

DATE(S) DISCRIMINATION TOOK PLACE

Earliest — Latest

6/15/2022

☐ CONTINUING ACTION

THE PARTICULARS ARE *(If additional paper is needed, attach extra sheet(s))*:

1. I am over forty years of age and as of signing of this Charge I am 66 years of age.
2. During 1995, I commenced my professional career as a physician.
3. On or about January 31, 2020, I entered an employment agreement with Respondent to provide services as a physician for its patients.
4. I commenced my employment with Respondent on or about April 6, 2020.
5. On his first day of work, Dr. Shadeem Alam, a newly hired physician, told me "I hear you are about to retire." This was not true and I informed Dr. Alam that I had no intention of retiring.
6. Upon information and belief, Respondent's management held a meeting to discuss each of the doctors and their future plans within the organization; however, the Office Manager informed me that the management team did not discuss my future with the organization in any capacity.
7. Respondent commenced marketing efforts to increase the practice's patient load. All of the internists were invited to participate in these sessions with the advertising agency which included social media advertising, TV interviews, and print advertising. Respondent did not extend this invitation to me.

I want this charge filed with both the EEOC and the State or local Agency, if any. I will advise the agencies if I change my address or phone number and I will cooperate fully with them in the processing of my charge in accordance with their procedures.

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

8/19/2022
Date

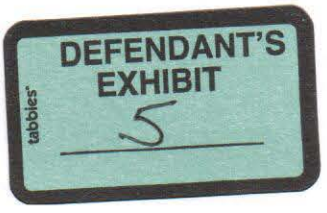
DocuSigned by:
Hans Noffsinger
B9E47A9D1A474D2...
Charging Party Signature

NOTARY–*When necessary for State or Local Agency Requirements*

I swear or affirm that I have read the above charge and that it is true to the best of my knowledge, information and belief.
SIGNATURE OF COMPLAINANT

SUBSCRIBED AND SWORN TO BEFORE ME THIS DATE
(month, day, year)

Prepared with the assistance of Allen D. Arnold, Attorney at Law



DocuSign Envelope ID: B3696998-4701-4B1B-91A1-C36B4061775B

EEOC Form 5 (11/09)

CHARGE OF DISCRIMINATION

This form is affected by the Privacy Act of 1974. See enclosed Privacy Act Statement and other information before completing this form.

Charge Presented To: Agency(ies) Charge No(s):

☐ FEPA

☒ EEOC

and EEOC

State or local Agency, if any

THE PARTICULARS ARE *(If additional paper is needed, attach extra sheet(s)):*

8. Respondent transferred over to a lab work software system called iOrder. Respondent never provided me with credentials to use this system; however, Respondent's younger doctors and CRNP's were provided the necessary credentials.
9. On June 15, 2022, Respondent terminated my employment. Respondent's outside counsel Colin Luke informed me of the termination. Respondent's Head of Human Resources and Respondent's Vice President Lisa Cortney were also present for the termination meeting. During the termination meeting, I asked why I was being fired. Luke stated that Respondent did not have to provide me for a reason for my termination. I asked Luke if I retained an attorney would they tell counsel, and Luke again stated that Respondent did not have to give a reason.
10. My patients were notified that I was no longer employed by Respondent and invited my patients to continue you with Respondent's remaining physicians and/or CRNPs: Shaldeen Alam (early 30's), Cameron Brimer (early 30's), Caroline Studdard (mid-30's), Carlos Villar (late 40's), John Morgan (early 50's), Richard Gonzales (early 50's) and Nicole Mangum (early 40's). These employees are under the age of forty or otherwise substantially younger than me. Of these employees, only Dr. Villar had been with Respondent longer and he worked at a separate clinic location.
11. Respondent measures the performance of its physicians and CRNPs by number of patient visits, patient satisfaction scores and "relative value units", commonly referred to as RVUs. I generated an average of 800+ RVUs per month, equal to or more than that of my younger colleagues (identified in Paragraph 10 above) combined. According to Respondent's office manager, WHO, stated that I had a greater number of patient visits, more RVUs and the highest patient satisfaction scores in the clinic. I saw more patients per month and per year than the entire clinic combined (3 internist, CRNP, 2 family practice). Respondent's decision to retain these younger employees and terminate my employment is due to my age. Based of patient load and RVU metrics, I produced significantly more income for Respondent's benefits than the younger physicians combined.
12. Upon information and belief, Dr. Shaldeen Alam informed my colleagues that it terminated my employment for writing prescriptions for controlled medications that I was not qualified to prescribe. This is not true, as Respondent failed to provide me with a reason for termination, and, I possess an active Drug Enforcement Administration licensing for prescribing controlled mediations,
13. In violation of the Age Discrimination in Employment Act, I believe Respondent discriminated against me in the terms and conditions of my employment, including the decision to terminate my employment, because of my age.

I want this charge filed with both the EEOC and the State or local Agency, if any. I will advise the agencies if I change my address or phone number and I will cooperate fully with them in the processing of my charge in accordance with their procedures.

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

8/19/2022
Date

DocuSigned by:
Hans Noffsinger
B9E47A9D1A474D2...
Charging Party Signature

NOTARY–*When necessary for State or Local Agency Requirements*

I swear or affirm that I have read the above charge and that it is true to the best of my knowledge, information and belief.
SIGNATURE OF COMPLAINANT

SUBSCRIBED AND SWORN TO BEFORE ME THIS DATE
(month, day, year)

Prepared with the assistance of Allen D. Arnold, Attorney at Law

CULLMAN

MEMORANDUM

Confidential

To: Hansel Noffsinger, M.D.

From: Cullman Regional Administration

Date: March 18, 2021

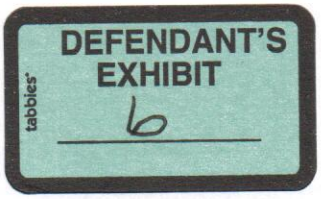
Re: Results of Investigation, Reprimand and Parameters For Future Behavior

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As was communicated to you in your conversation with Colin Luke, Pam Brown and Lisa Courtney on March 11, 2021, Cullman Regional has initiated an investigation concerning two affidavits from two former employees at Cullman Regional alleging you made inappropriate comments in their presence during work hours. The investigators discussed these allegations with you, and you admitted that you made off-color jokes in the work environment. Although you indicated that you asked permission from other employees before you made the off-color remarks, permission from a co-worker is not authorization to make off-color remarks in the workplace. Particularly as a physician and leader, you must refrain from any inappropriate remarks and should set an example for other Cullman Regional employees.

We do appreciate the candor you exhibited in responding to questions during the investigation. We also appreciate your commitment to avoid inappropriate comments in the future. However, your statements are not acceptable in the workplace and at Cullman Regional, and we do not want to condone them in any respect. We must take action to restore the correct environment in the workplace.

It is inappropriate and a violation of Cullman Regional policy for you to make off-color or sexually suggestive comments/jokes while working at Cullman Regional. Cullman Regional is hereby reprimanding you for inappropriate remarks and advises you that any further remarks in the workplace will subject to you to additional disciplinary action, up to and including termination. A copy of this reprimand will be placed in your personnel file.



4829-3955-4529.1

In addition, Cullman Regional is requiring you to attend a workshop on sensitivity training as soon as this session can be scheduled. Your participation in this seminar is a condition of your continuing employment with Cullman Regional. Pam Brown will work with you to schedule the seminar.

Feel free to ask for clarification if any of this is not clear. Please note that we reserve the right to supplement or revise this memo if additional facts emerge.

Discussed April 1, 2021
JJS 4/01/2021

4829-3955-4529.1

Brown, Pam

From: Bill Walsh <wpwalsh@proventrainingsolutions.com>
Sent: Friday, April 23, 2021 7:48 AM
To: Brown, Pam
Subject: RE: Hans Noffsinger follow up
Attachments: Dr. Noffsinger Certificate.pdf; Cullman Training Invoice.pdf

Good morning Pam,

This "white paper" is confidential and for your eyes only - please do not forward it to Dr. Noffsinger...

I had, what turned out to be, a very good training session with Dr. Noffsinger yesterday. The beginning of the session was more perfunctory where he assumed the role of the aggrieved victim - "other people were telling jokes and they're not in trouble; I'm being singled out; I've told jokes like that in the past and nothing happened, etc." I responded to him with a story about when I was a kid ..I complained to my dad that all my other friends were being allowed to do things and I wasn't - I said Jimmy Whitehead can do "x", why can't I? My father's response was, if Jimmy Whitehead jumped off the roof, would you?? I told Hans that his logic of "other people were allowed to do it" was eerily similar to the juvenile train of logic I tried to use as a boy. I then said that his intelligence was better than that. The rebuke followed by praise worked very well and his defensiveness was tremendously reduced. He really opened up and began buying into the training when we started going through the interpersonal behavioral trait portion of the program. He was "learning something new" and that was positive for him.

Ultimately, he was very open and honest about his interpersonal strengths and weaknesses. He identified...and I want to emphasize he selected these potential negative perceptions that people may have of him. he can talk too much and that sometimes his words can have a caustic sting; he can be overly concerned with the "appearance of things;" he may establish too "loose/fun" a culture with overly informal communication between staff; he can be seen by some as polarizing & incendiary and that he may be perceived or come across as impatient and pushy. His self-honesty was an important part of making the training successful. He acknowledged that even though he is an assertive/confident doctor, there is also a large part of him that is a "people person" who likes to be liked, accepted and recognized. I've never had a physician acknowledge the possibility of any interpersonal insecurities - he made the most insightful comment/observation I have ever heard from a physician in the 10 years of training with docs - "Bill, I'm very confident in my world as a doctor when I'm with my patients and their family, but I've now realized that it's NOT my world." I believe that he has now recognized that his ego is large part of his strength and his ego is an equally large part of his weakness. It's not the "doctor" part that gets him in trouble. it's when he allows the "people person/jokester/mouth open - brain stop" persona part of him to dominate his actions. His intelligence and drive is such that now that he has recognized and admitted this, it won't happen again...failing, personally or professionally, just isn't on his radar.

To help accomplish this, he developed the following action plan:

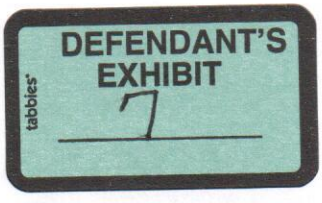
1. Be more respectful to staff and colleagues - think more of other people's perceptions & feelings before speaking 2. Be more cognizant of his strengths & weaknesses and not to allow his weaknesses to overplay his strengths 3. He only needs to be 51% correct in order to be right - this gives other people "emotional wiggle room" to save face - don't unintentionally rub people's noses in his being 100% right!
4. Be more empathetic around others

I've also attached his certificate of completion. I think it would mean more to him for you to send it to him than it coming from me...It was a very valuable training session with Dr. Noffsinger...thank you for the opportunity to work with you and Cullman Regional. I've also attached the invoice for the training (just call me on my cell and I'll take the AMEX #, charge it and email you a receipt.)

Sincerely,

Bill

Bill Walsh



Toll Free: (800) 403-5456
Direct Cell: (602) 740-7750

Sensitivity Training - Change Management Training - Project Management Training - Customer Service Training - Management Training - Human Resources Training - Managing Remote & Offsite Employee Training - Performance Management Training - Diversity & Harassment Prevention Training - Time Management Training

-----Original Message-----
From: Brown, Pam <pam.brown@cullmanregional.com>
Sent: Tuesday, April 20, 2021 12:43 PM
To: Bill Walsh <wpwalsh@proventrainingsolutions.com>
Subject: RE: Hans Noffsinger follow up
Importance: High

Bill
I sent this yesterday. Resending but let me know if you did not receive?
Thanks, Pam

-----Original Message-----
From: Bill Walsh [mailto:wpwalsh@proventrainingsolutions.com]
Sent: Tuesday, April 20, 2021 11:21 AM
To: Brown, Pam <pam.brown@cullmanregional.com>
Subject: RE: Hans Noffsinger follow up

Hi Pam,

I'd like to send Dr. Noffsinger his training program and URL link to the virtual training room later this afternoon. If you could send me a copy of the anti-harassment policy, I'd appreciate it.

Thanks...

Bill

Bill Walsh
Toll Free: (800) 403-5456
Direct Cell: (602) 740-7750

Sensitivity Training - Change Management Training - Project Management Training - Customer Service Training - Management Training - Human Resources Training - Managing Remote & Offsite Employee Training - Performance Management Training - Diversity & Harassment Prevention Training - Time Management Training

-----Original Message-----
From: Brown, Pam <pam.brown@cullmanregional.com>
Sent: Monday, April 19, 2021 11:08 AM
To: Bill Walsh <wpwalsh@proventrainingsolutions.com>
Subject: Re: Hans Noffsinger follow up

Bill,
in meetings all morning. Will send policy this afternoon.
Please advise if you accept American Express or if we need to do a PO. Want to facilitate ASAP.
Thanks
Pam

Sent from my iPhone

> On Apr 19, 2021, at 10:05 AM, Bill Walsh <wpwalsh@proventrainingsolutions.com> wrote:
>
> Hi Pam,
>
> I left you a voicemail but also wanted to circle back with an email. I
> talked with Dr. Noffsinger this morning and he wants to put this in
> his rearview mirror ASAP. The training could be delivered as early as
> midweek. I would like to include the hospital's anti-harassment policy
> as part of the training (it always looks better to a 3rd party
> intervenor when we can show "proof-positive" the provider received -
> again - and fully understands both expectations of behavior and the
> negative consequences of improper actions.)
>
> If you'll send me a copy of the policy, I'll include it as part of the training materials...thank you.
>
> Bill
>
> Bill Walsh
> Toll Free: (800) 403-5456
> Direct Cell: (602) 740-7750
>
>
> I invite you to visit my new blog proventraining.blogspot.com
>
> Sensitivity Training - Change Management Training - Project Management
> Training - Customer Service Training - Management Training - Human
> Resources Training - Managing Remote & Offsite Employee Training -
> Performance Management Training - Diversity & Harassment Prevention
> Training - Time Management Training
>
>
> Please Note: This email originated from outside of your environment.

Please Note: This email originated from outside of your environment.

Please Note: This email originated from outside of your environment.

Robert Lockwood

From: Courtney, Lisa
Sent: Friday, March 19, 2021 10:42 AM
To: Albright, Kimberly
Subject: Dr. Noffsinger RVU Bonus
Attachments: Hans Noffsinger agreement 2020.pdf; Noffsinger Productivity Report Feb 2021.XLS

We owe Dr. Noffsinger a bonus of $50 per RVU once he hits 5085 during his contract year. April 2020 – Feb 28 2020 he did 5611 so 526 over so far. That's $26,300 that we owe him. He is on my butt about it. Can we please cut this today? I've attached his agreement and his RVU report.

Lisa Courtney
Vice President of Physician Services
Cullman Regional Medical Center
PO Box 1108
Cullman, AL 35056
Phone: 256-737-2592
Fax: 256-737-2596

CULLMAN

DEFENDANT'S EXHIBIT 8

May 3, 2021

[redacted] came to me about a conversation that took place in the elevator on April the 29th as Dr. Noffsinger, [redacted] and [redacted] was leaving the building. [redacted] came to me and said "am just letting you know that Dr. Noffsinger made [redacted] upset or mad". He was talking about his new puppy that he was going to get in the parking lot, and he made several comments about his black dogs. The one that stood out the most to her was that he was anti-racist because he rescued black dogs because they are the top mostly euthanized.

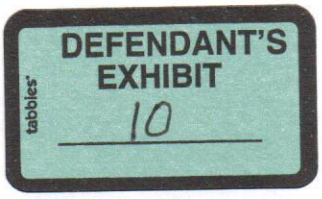
After I had the conversion with [redacted], I went to Dr. Noffsinger and express that someone may have gotten upset about what was said in the elevator. He told me what happened and he was upset that he might have caused someone to be upset. He said that he would apologies if he needed to and let them know he was only talking about his dogs. I told him that this person had not come to me that it was another and that he just needed to be careful on what he said.

When I had a moment I asked [redacted] if I could speak to her in my office. [redacted] came into my office and I asked her if something had happen to make her upset or made, she said "No". I told her that is was brought to my attention the conversation that took place in the elevator and the other person seemed to think it bother[redacted]. [redacted] said that she was fine and that she herself had a black dog. There was nothing that she wanted to tell me or added. I expressed to her that she could come to me about anything, and to let me know if anyone says anything that would offend her. She said that she would but that nothing offended her and that she was OK.

DEFENDANT'S EXHIBIT 9

Robert Lockwood

Subject:	Meeting with HR and Dr. Noffsinger
Location:	225
Start:	Tue 5/4/2021 4:30 PM
End:	Tue 5/4/2021 5:00 PM
Show Time As:	Tentative
Recurrence:	(none)
Meeting Status:	Not yet responded
Organizer:	Courtney, Lisa
Required Attendees:	Graves, Stacy; Brown, Pam (pam.brown@cullmanregional.com); Land, Schinley; 225 Meeting Room



Robert Lockwood

From: Land, Schinley <Schinley.Land@cullmanregional.com>
Sent: Monday, September 16, 2024 6:15 PM
To: Land, Schinley
Subject: FW: Transfer Request/Summary of Discussion

-schinley

Schinley Land
Executive Director of Physician Services
Cullman Regional Medical Center
1912 Alabama Highway 157
Cullman, AL 35058
Phone: 205-213-7790

CULLMAN

From: Land, Schinley <Schinley.Land@cullmanregional.com>
Sent: Wednesday, June 30, 2021 8:13 PM
To: Brown, Pam <pam.brown@cullmanregional.com>
Subject: Re: Transfer Request/Summary of Discussion

Yes, she and Dr. Noffsinger are even speaking and communicating in a genuinely sincere manner!

-schinley
Sent from my iPhone

On Jun 30, 2021, at 4:04 PM, Brown, Pam <pam.brown@cullmanregional.com> wrote:

Thanks for the update on what appears to be a win!

From: Land, Schinley
Sent: Wednesday, June 30, 2021 3:13 PM
To: Brown, Pam <pam.brown@cullmanregional.com>
Subject: RE: Transfer Request/Summary of Discussion

There have not been any additional issues/concerns. She has taken on additional provider while being optimistic and supportive.

-schinley

Schinley Land
Executive Director of Physician Services
Cullman Regional Medical Center
PO Box 1108
Cullman, AL 35056

DEFENDANT'S EXHIBIT
tabbies
11

Phone: 205-213-7790
<image003.png>

From: Brown, Pam
Sent: Wednesday, June 30, 2021 10:37 AM
To: Land, Schinley <Schinley.Land@cullmanregional.com>
Subject: RE: Transfer Request/Summary of Discussion

Any follow up needed regarding [redacted] or has the situation/behavior normalized? Just trying to cover all of our issues in one day!! Thanks, Pam

From: Land, Schinley
Sent: Thursday, May 6, 2021 9:54 AM
To: Brown, Pam <pam.brown@cullmanregional.com>
Cc: Graves, Stacy <Stacy.Graves@cullmanregional.com>
Subject: Transfer Request/Summary of Discussion

Pam,

Stacy and I followed up with [redacted] yesterday regarding her statement that she wanted to transfer from Primary Care. A breakdown of the discussion is detailed as follows:

- I explained to [redacted] that [redacted] had shared the comment and we wanted to understand her wishes and discuss how we could work to support those while also honoring her planned vacation/leave.
- [redacted] advised that she does not want to transfer but would if she and Dr. Noffsinger cannot get along.
- [redacted] provided the following examples as explanation of her negative interactions with Dr. Noffsinger:
    - Last week: Dr. Noffsinger was on the elevator and made a comment about loving blacks/being a reverse racist. [redacted] indicated she knew he was talking about rescuing a black dog but didn't know if others on the elevator did. [redacted] said afterward, she reported the comment to [redacted] to keep people from misinterpreting his "odd comments".
        - When asked why she did not use the time on the elevator, in front of the people she was concerned about misinterpreting his comments, to make a statement that he was alluding to dogs, she did not have a reply. I provided an example statement that could have been used as clarification for all and brought others into the conversation about this positive action of rescuing a dog. Example: Dr. Noffsinger, it is so nice that you rescue these dogs. I did not know until you told me about their higher incidence of euthanasia in shelters.
    - Vague time frame, likely last year: [redacted] explained that Dr. Noffsinger can get offended at jokes. She said that awhile back, she joked with him, asking what his deal was with the "bean bag checks" and he got offended by it. These "bean bag checks" were actually breast exams. [redacted] continued to explain that "no patients were around" when she made the joke.
        - This joke, regardless of the audience, was inappropriate as it insinuated he had an ulterior motive for closing an important gap in care. I explained this to [redacted] and advised that while I want the office to be both a place of work and enjoyment, there is no room for inappropriate comments, regardless of the audience, about medical procedures, gender, sexual situations, race, religion, politics, etc.

Additionally, [redacted] had approached [redacted] after clinic Tuesday night and asked if she needed to pack her box because she was getting fired. [redacted] made these comments in front of [redacted] and [redacted] I let [redacted] know that [redacted] had relayed the conversation to me and I asked [redacted] if she felt it was appropriate to make those comments in front of others. She said she didn't think about it. I explained that comments like this can make others uncomfortable and cause discord within the office.

After hearing [redacted] comments and explanations, it seemed she had been on heightened alert for comments from others while simultaneously being unaware of her own inappropriate statements. To help set clear expectations for communication in our office and across the medical group, I outlined the following for [redacted]:

- Conversations are to be professional and respectful, avoiding inappropriate jokes or discussion of inflammatory issues as outlined above in this email.
- Consideration should be given to others, assuming the best regarding their intentions. If something is said or done that causes concern, make efforts to respectfully ask clarifying questions and listen for understanding rather than disagreement.
- In the event disagreements arise, each person has a responsibility to go to the other and get clarification/discuss any concerns.
    - If the two cannot reach agreement/resolution, they will escalate the concern to the manager for assistance. Further escalation would be to the Executive Director and then to HR for assistance.
    - I did specifically provide guidance that anyone can always come to the manager/executive director/hr as a sounding board if there are concerns about approaching a colleague without guidance.
- No gossip or behaviors that cause dissention within the practice/medical group will be tolerated.

[redacted] agreed with the expectations and indicated that this is all she has ever wanted for the practice. Afterward, we discussed practice needs for CMA and provider EHR training that will be considered as we work to optimize workflows and onboarding processes.

Please let me know if I can be of further assistance on this matter.

-schinley

Schinley Land
Executive Director of Physician Services
Cullman Regional Medical Center
PO Box 1108
Cullman, AL 35056
Phone: 205-213-7790
<image004.png>

Robert Lockwood

From:	Land, Schinley
Sent:	Monday, May 24, 2021 11:14 AM
To:	Noffsinger, Hansel
Subject:	FW: Hans Noffsinger Amendment 2021
Attachments:	Hans Noffsinger Amendment 2021.docx

Dr. Noffsinger,

The Amendment is attached for your review. Lisa and I did connect after she sent this email. She is comfortable going ahead and settling April, without waiting for the May close, if we can get this executed. Please let me know if you have any questions or concerns.

-schinley

Schinley Land
Executive Director of Physician Services
Cullman Regional Medical Center
PO Box 1108
Cullman, AL 35056
Phone: 205-213-7790

From: Courtney, Lisa
Sent: Monday, May 24, 2021 10:52 AM
To: Land, Schinley <Schinley.Land@cullmanregional.com>
Subject: Hans Noffsinger Amendment 2021

See attached. I backdated it to April 1 so we can do his April and May true up on the first pay period after close.

Lisa Courtney
Vice President of Physician Services
Cullman Regional Medical Center
PO Box 1108
Cullman, AL 35056
Phone: 256-737-2592
Fax: 256-737-2596

DEFENDANT'S EXHIBIT 12

AMENDED EMPLOYMENT AGREEMENT

Hans Noffsinger, M.D.

THIS AMENDMENT to the Professional Services Agreement (Agreement) is entered into as of the 1st day of April, 2021 between **CULLMAN REGIONAL MEDICAL CENTER, a wholly owned subsidiary of an Alabama health care authority** (the "Hospital"), and **Hans Noffsinger, M.D.** (the "Physician").

RECITALS

WHEREAS, the Parties entered into the Agreement on January 31st, 2020 and Agreement Commenced April 1, 2020.

WHEREAS, the Hospital desires to employ physician to provide outpatient internal medicine professional medical services at the Hospital's facilities and clinics;

WHEREAS, pursuant to Section 7 (a), Annual Compensation will remain at base of Two Hundred and Seventy-Five Thousand Dollars ($275,000). Productivity bonus of Fifty Dollars ($50.00) per worked wRVU will be changed from excess of 5,085 wRVUs per year to Fifty Dollars ($50.00) in excess of 423.75 per month. Should Physician's wRVU productivity drop below 423.75 in any month, Physicians Base Compensation will be reduced by Fifty Dollars ($50.00) per wRVU. Physician's bonus pay or salary reduction true up will occur on pay period following prior month close.

WHEREAS, this amendment of the Agreement shall only modify the obligations discussed herein and leave all other provisions of the Agreement undisturbed.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above noted.

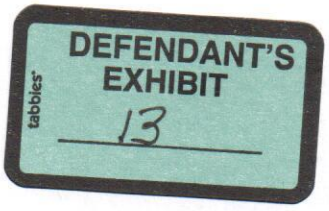
HOSPITAL:

CULLMAN REGIONAL MEDICAL CENTER, an Alabama health care authority subsidiary

By: _____
James Clements, President/CEO

PHYSICIAN:

_____
Hans Noffsinger, M.D.



Robert Lockwood

From: Land, Schinley
Sent: Wednesday, May 12, 2021 12:17 PM
To: Noffsinger, Hansel
Cc: Graves, Stacy
Subject: E&M w/RVUs

Dr. Noffsinger,

The w/RVUs associated with your usual E&Ms or those common to primary care are as follows:

CPT Code	w/RVU	Preliminary Breakdown: 4/19/2021-4/30/2021
99202	0.93	0
99203	1.60	0
99204	2.60	10.4
99205	3.50	31.5
99211	0.18	0
99212	0.70	0
99213	1.30	15.6
99214	1.92	149.76
99215	2.80	151.2
G0438 (Initial MCR AWV)	2.60	0
G0439 (Subsequent MCR AWV)	1.92	0
99495 (TOC-14 day discharge)	2.78	5.56
99496 (TOC-7 day discharge)	3.79	3.79
99497 (Advanced Care Planning, 1-30 min)	1.50	1.50
99498 (Advanced Care Planning, additional 30 min)	1.40	0
93000	0.17	0.68
96372 (Admin Injection)	0.17	3.91
99397 (Established Pt, 65+, preventive medicine)	2.00	2

The w/RVUs are based on the January 2021 CMS Physician Fee Schedule. These preliminary numbers have you with a total of 375.9 w/RVUs for charges billed 04/19/2021-04/30/2021 in CPM. Please let me know if you have any additional questions or concerns I can help address.

-schinley

Schinley Land
Execitive Director of Physician Services
Cullman Regional Medical Center
PO Box 1108
Cullman, AL 35056
Phone: 205-213-7790

DEFENDANT'S EXHIBIT 14

Robert Lockwood

From: Courtney, Lisa
Sent: Friday, June 11, 2021 9:49 AM
To: Land, Schinley
Subject: Noffsinger

Noffsinger is saying we owe him about $9-10K more. I told him that we would 100% confirm between now and next pay period and pay it by then. We are currently gathering data for an IRS payroll audit, so I need to make sure we are 10000% comfortable with what we are paying him.

Lisa Courtney
Vice President of Physician Services
Cullman Regional Medical Center
PO Box 1108
Cullman, AL 35056
Phone: 256-737-2592
Fax: 256-737-2596

CULLMAN

DEFENDANT'S EXHIBIT 15

Robert Lockwood

From: Land, Schinley
Sent: Wednesday, July 21, 2021 3:54 PM
To: Borden, Susan
Cc: Courtney, Lisa
Subject: Re: VRC - Issue

Please extend my apologies to the VRC team for these experiences. I have dealt with the matter.

-schinley
Sent from my iPhone

On Jul 21, 2021, at 3:48 PM, Borden, Susan <Susan.Borden@cullmanregional.com> wrote:

Hey,

I wanted to follow back up on this. Do you have any feedback that I can provide to the company?

Thanks,
Susan

This email communication and any attachment thereto is protected from disclosure pursuant to the provisions of the Patient Safety and Quality Improvement Act [42 CFR Part 3] and other state and federal laws. Unauthorized disclosure or duplication is absolutely prohibited.

From: Borden, Susan
Sent: Wednesday, July 21, 2021 10:22 AM
To: Land, Schinley <Schinley.Land@cullmanregional.com>
Cc: Courtney, Lisa <Lisa.Courtney@cullmanregional.com>
Subject: FW: VRC - Issue

Please see below regarding behavior by Dr. Noffsinger.

Thanks,
Susan

This email communication and any attachment thereto is protected from disclosure pursuant to the provisions of the Patient Safety and Quality Improvement Act [42 CFR Part 3] and other state and federal laws. Unauthorized disclosure or duplication is absolutely prohibited.

From: Jeff Knight [mailto:jknight@vrcofal.com]
Sent: Wednesday, July 21, 2021 10:20 AM
To: Borden, Susan <Susan.Borden@cullmanregional.com>
Subject: VRC - Issue

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

DEFENDANT'S EXHIBIT 16

Susan,

I'll do my best summarize what I was told by the employees that service CRMC and I'll be paraphrasing since this is secondhand information.

Two VRC employees have had negative interactions with Dr. Noffsinger - [redacted] and [redacted]. These issues arose from declining to accept extra boxes of shred (per policy) from Dr. Noffsinger when servicing the secure VRC bins in suite 450 of POB 1. I'm aware of three instances in which the doctor created conflict and lambasted VRC employees for following the security processes we have in place but I've only been able to collect details regarding the two most recent incidents.

7/6/21 - Dr. Noffsinger berated [redacted] for not accepting his extra box and criticized VRC/CRMC processes. [redacted] states that Dr. Noffsginer then said, "You're just a company boy, aren't you?" in reference to [redacted] stating he was unable to take the box.

7/20/21 - Dr. Noffsinger once again berated [redacted]. After this, the doctor then called into VRC customer service to "report" [redacted]. I took the call and the doctor then began to tell me that we have a "lazy employee" on our hands [redacted] and that our processes are not practical. He then told me that "we're done" at CRMC and he was going to ensure that we're fired.

[redacted] stated he had a similar run-in a few months ago but doesn't recall the details.

Thank you for your attention to this matter and please let me know if you need anything else.

Jeff Knight
Director of Client Services
VRC Companies, LLC
(O) 205-668-0554
www.vitalrecordscontrol.com
<image001.png>

FILED
2026 Mar-05 AM 10:00
U.S. DISTRICT COURT
N.D. OF ALABAMA

Evid to Motion for Summary Judgment - Exhibit 34 - PART 4

Robert Lockwood

From: Land, Schinley
Sent: Wednesday, July 21, 2021 10:32 AM
To: Courtney, Lisa
Subject: Re: VRC - Issue

I became aware of the situation yesterday (not with this much detail) and connected with Susan. Stacy and I spoke about it. I provided the whys they couldn't accept the extra box (1-it should be done daily for HIPAA, 2-time/OT for the company we've contracted with and 3-we have to pay for each "bag" and things outside the bin are considered bags) and that we cannot continue to berate people. Stacy assured me she was speaking with him about it. I will connect with him as well.

-schinley
Sent from my iPhone

On Jul 21, 2021, at 10:24 AM, Courtney, Lisa <Lisa.Courtney@cullmanregional.com> wrote:

I'm deducting RVUs for everytime he yells at someone for stupid things.

From: Borden, Susan
Sent: Wednesday, July 21, 2021 10:21 AM
To: Land, Schinley <Schinley.Land@cullmanregional.com>
Cc: Courtney, Lisa <Lisa.Courtney@cullmanregional.com>
Subject: FW: VRC - Issue

Please see below regarding behavior by Dr. Noffsinger.

Thanks,
Susan

This email communication and any attachment thereto is protected from disclosure pursuant to the provisions of the Patient Safety and Quality Improvement Act [42 CFR Part 3] and other state and federal laws. Unauthorized disclosure or duplication is absolutely prohibited.

From: Jeff Knight [mailto:jknight@vrcofal.com]
Sent: Wednesday, July 21, 2021 10:20 AM
To: Borden, Susan <Susan.Borden@cullmanregional.com>
Subject: VRC - Issue

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Susan,

I'll do my best summarize what I was told by the employees that service CRMC and I'll be paraphrasing since this is secondhand information.

Two VRC employees have had negative interactions with Dr. Noffsinger - [redacted] and [redacted] These issues arose from declining to accept extra boxes of shred (per policy) from Dr. Noffsinger when servicing the secure VRC bins in suite 450 of POB 1. I'm aware of three instances in which the doctor created conflict and lambasted VRC employees for following the security processes we have in place but I've only been able to collect details regarding the two most recent incidents.

7/6/21 - Dr. Noffsinger berated [redacted] for not accepting his extra box and criticized VRC/CRMC processes. [redacted] states that Dr. Noffsginer then said, "You're just a company boy, aren't you?" in reference to [redacted] stating he was unable to take the box.

7/20/21 - Dr. Noffsinger once again berated [redacted]. After this, the doctor then called into VRC customer service to "report" [redacted]. I took the call and the doctor then began to tell me that we have a "lazy employee" on our hands [redacted] and that our processes are not practical. He then told me that "we're done" at CRMC and he was going to ensure that we're fired.

[redacted] stated he had a similar run-in a few months ago but doesn't recall the details.

Thank you for your attention to this matter and please let me know if you need anything else.

Jeff Knight
Director of Client Services
VRC Companies, LLC
(O) 205-668-0554
www.vitalrecordscontrol.com
<Outlook-es5ybtfz.png>

Robert Lockwood

From: Brown, Pam
Sent: Thursday, August 26, 2021 12:53 PM
To: Courtney, Lisa
Cc: Colin Luke (colin.luke@wallerlaw.com)
Subject: RE: Confidential - Patient Exams

Lisa,
I am meeting with [redacted] *on Monday at 830am as she is not available until then. She advises that another female she works with had a similar experience and wants to report. Based on Schinley's information earlier, I have additional questions for her.*
My plan is to meet with her, assess next steps and develop a plan with Schinley, you and Colin.
Thanks, Pam.

From: Courtney, Lisa
Sent: Thursday, August 26, 2021 12:47 PM
To: Brown, Pam <pam.brown@cullmanregional.com>
Cc: Colin Luke (colin.luke@wallerlaw.com) <colin.luke@wallerlaw.com>
Subject: FW: Confidential - Patient Exams

Pam,

I know that you and Schinley talked today. Here is what she wrote up to me late Tuesday evening. We are still waiting on what the notes say and are talking to staff in the office to see if there was a CMA in the room. I'm copying Colin on this. Just tell me where we need to go from here.

Thanks,
Lisa

From: Land, Schinley <Schinley.Land@cullmanregional.com>
Sent: Tuesday, August 24, 2021 5:31 PM
To: Courtney, Lisa <Lisa.Courtney@cullmanregional.com>
Subject: Confidential - Patient Exams

Lisa,

As of today, I have received four, similar patient complaints regarding Dr. Noffsinger and his exams with female patients since May 2021.

- [redacted]
  - Patient saw MD as new patient. When the CMA, Whitney, called her to discuss labs, the patient asked if someone was supposed to be in the room when the doctor looked at her private parts. The CMA responded yes and directed the patient to the practice manager, Stacy Graves.
  - Stacy Graves did connect with the patient. The patient reported that she was there for neck pain and a sore in her nose. The patient said the MD talked to her for a few minutes then gave her a gown and told her to undress to her underwear. She said he left the exam room then returned a few minutes later. The patient said he did a breast exam but no one was in the room. The patient said she would not be back and did not need/want anything else from a resolution standpoint, she only wanted to make sure someone was aware of the situation.
  - Stacy made me aware of the situation. After investigation, it was determined that Whitney, the CMA was in the room. Due to the exam room structure, Whitney had walked into the room and was standing behind the physician. Unfortunately, the patient could not see her during the exam.



- On May 4th, I spoke with Dr. Noffsinger about the situation. While it was determined that this incident was appropriate, I advised that from that day forward, the provider should have a visible chaperone with him anytime he goes under outer clothing. The example was, even if he isn't doing a breast or pelvic exam but is listening for chest/breath sounds under a shirt/blouse, he should have a chaperone present for his own protection/comfort and the patents. Additionally, he should make sure he includes the chaperon's name in his visit notes for reference.
  - The practice manager has spot checked this on multiple occasions since 05/04/2021 and he has been including chaperone details in notes.

- [redacted]
  - The patient saw Dr. Noffsinger on 7/22, after the encounter, she presented to Human Resources (HR) and asked where she could file a complaint. HR directed her to me. She and I spoke in my office.
  - She reported that she had seen Dr. Noffsinger prior to 7/22. She said during the previous exam, she was lying on her back on the exam table when he pulled her shirt over her bra when he was listening to her heart. She said he pulled her bra up (from the gap of material) to put the stethoscope on her breast. She felt like her nipples were exposed when he did this. She also said he pulled her pants up-away from her midsection to press on her abdomen. She said she felt like he was doing it to see her panties.
  - [redacted] said she was uncomfortable during the exam but didn't feel comfortable confronting him about it either.
  - [redacted] came back to see Dr. Noffsinger on 7/22. She said that when she was brought back to the exam room on 7/22 by the CMA, she asked the CMA if she was going to be in the exam room with her. Sarah said she told the CMA that she didn't want to be alone with the MD.
  - [redacted] said the MD did come into the room and told her he would not be refilling her medications and that he wasn't going to see her anymore since she wasn't comfortable. Initially, I was under the impression from the patient that he verbally discharged her from the practice. However, after further inquiry, I learned from the patient that he mentioned we had Dr. Studdard, a new, female physician, starting and that our office would schedule her follow up with Dr. Studdard if the patient wished.
  - The patient is on Suboxone and other narcotics. She verbally expressed to me that she felt like Dr. Noffsinger was dismissing her as a patient and refusing to refill her medications in retaliation for her asking for the CMA to chaperone the entire visit.
  - **It is important to note, Dr. Noffsinger and I had discussed a few weeks prior to 7/22, his volume of patients on narcotics. He said what started as a few, one off patients had rapidly grown to a larger volume that he wanted to manage and he expressed a willingness to shift those patients to formal pain management programs. I agreed that this would be a good decision since the testing/requirements/follow up needed to do a formal pain management clinic was significant. For a few weeks prior to this 7/22 encounter, I was aware that he had transitioned several patients to pain management providers and did not feel his actions to her were retaliatory.

- [redacted]
  - The patient contacted me today after her 8/24/2021 visit with Dr. Noffsinger. She said she was concerned about her previous encounters with Dr. Noffsinger and was uncomfortable continuing to see him.
  - The patient reported she had seen him on at least 2 other occasions. She said she remembered on one visit, thinking the exam of where he listened to her heart was odd because he lifted her shirt to listen to her chest. She said she brushed it off. She said the next visit she recalled him not only lifting her shirt to listen to her chest but also shifted the stethoscope and put it on the outer part of her breast. She said at that point, she thought it was odd but dismissed it thinking that must be how it is done. She said today's exam was more than she was comfortable with. She said he again lifted her shirt, listening to her chest, moving to her breast and the slid his hand into her bra, touching nipples on both sides. She said she was very uncomfortable with this and did not want to ever see him as a patient again. She also stated that because she is a Cullman Regional employee, she has to see someone in our clinics but didn't want it to be him. She said that she has other co-workers that have told her they had similar experiences with Dr. Noffsinger. I did ask if a chaperone was in the room during this exam, she said no one was there any of these times but her and Dr. Noffsinger. While the notes were not completed at the time of me writing this, it does look like she has only seen him a few times over the past year. Most of which were before my 5/4/2021 conversation with the MD where I instructed him to not be without a chaperone during these or other private exams.

- [redacted]
  - One of the [redacted] for [redacted] mentioned in passing to me that she had seen Dr. Noffsinger as a patient early on. She said that she felt like he touched too much during the exam and was uncomfortable continuing her care with him so she found another doctor. She also said she had heard similar stories from others.

While 3 of the 4 of these scenarios occurred prior to the 5/4 discussion with Dr. Noffsinger, the pattern of four similar complaints in a short period of time does give me pause. After investigation, there was valid justification with the first

patient. The second patient had concerns from a previous visit but did come back for follow up care. Her biggest complaint was she felt like the medications were withheld in retaliation, which they were not. The practice manager report was a side conversation and would have also occurred before the 5/4 discussion. I would like to see if the notes from the 8/24 encounter indicate a chaperone was present and meet with the chaperone if given but in the meantime, I wanted to detail what has been shared with me to date in the event we have any additional concerns.

-schinley

Schinley Land
Executive Director of Physician Services
Cullman Regional Medical Center
PO Box 1108
Cullman, AL 35056
Phone: 205-213-7790

Robert Lockwood

From: Land, Schinley
Sent: Tuesday, September 7, 2021 11:52 AM
To: Courtney, Lisa; Brown, Pam
Subject: Confidential: Patient / Employee Complaint

Lisa and Pam,

Please see the email stream below. As discussions with him are prepared, these concerns should also be included.

-schinley

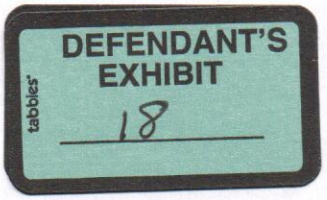
Schinley Land
Executive Director of Physician Services
Cullman Regional Medical Center
PO Box 1108
Cullman, AL 35056
Phone: 205-213-7790

From: [redacted]
Sent: Tuesday, September 7, 2021 11:42 AM
To: Land, Schinley <Schinley.Land@cullmanregional.com>
Subject: RE: Family Care

Shinley,

Stacy reached out to me just a few minutes ago and updated my provider and made me an appointment with [redacted] had requested. She said she had noticed I had seen [redacted] a few times previously, so she is not sure why the staff was under the impression this would be an issue – she has addressed it with her staff and clarified the blurred lines of communication.

Dr. Noffsinger's staff never made me feel uncomfortable, but he has a few times. His sense of humor and the way he physically examines his patients (at least females) makes me more than a little bit uncomfortable. I've spent most of my life in and out of doctor's offices due to chronic lung and bone diseases, so it usually takes a lot to make me uncomfortable. He makes inappropriate jokes about weight, mental health, and even sex. My biggest issue with him at this point is that he wanted to take control not only of my pulmonary health in lieu of Dr. Bullard, but also of my psych med regimen that was put in place by my psychiatrist, whom I've been seeing for 6-7 years. More and more every day, I hear of my friends and colleagues mention "Dr. Noffsinger is a pretty good doctor, but I just don't know why he put me on this Adderall stuff..." or "I told Dr. Noffsinger I couldn't hardly stay awake and focused, so he wrote me a prescription for Adderall..." or "Dr. Noffsinger said I need to lose some weight so he wrote me a prescription for Adderall..." I don't trust a doctor that throws that stuff around so freely. He put my husband on it, we tried to tell him it's causing issues, it's causing rage-outs, it's causing paranoia, it's causing personality changes, it's causing problems in our marriage, and what does he do? Increases the dosage. Once we finally got a referral to a psychiatrist, he took my husband off all stimulants and added two antidepressants – quite a withdrawal that was, as you can imagine. I like Dr. Noffsinger fine, personally; professionally, he leaves much to be desired. He lacks a level of decorum and respect for his patients and their best interests.



[redacted]

CULLMAN REGIONAL

From: Land, Schinley
Sent: Tuesday, September 07, 2021 11:07 AM
To: [redacted]
Subject: RE: Family Care

[redacted]

Thank you for your email. While I appreciate Amanda trying to connect patients with their pcp, I see this is a different matter. While continuity of care care is important to identifying and treating many conditions, the patient/provider relationship is equally important. I see from your message below, you are not comfortable. Would you mind sharing your concerns with me either by email or phone? I am also glad to help your transition to another provider if that is your preference.

-schinley

Schinley Land
Executive Director of Physician Services
Cullman Regional Medical Center
PO Box 1108
Cullman, AL 35056
Phone: 205-213-7790

CULLMAN

From: [redacted]
Sent: Tuesday, September 7, 2021 10:30 AM
To: Land, Schinley <Schinley.Land@cullmanregional.com>
Subject: Family Care

Good morning,

I contacted Family Care North as a patient this morning to make an appointment with [redacted]. My PCP is currently Noffsinger but I have seen [redacted] a couple of times in the past and I really liked [redacted] plus Noffsinger had turned me away with my last upper respiratory infection saying he absolutely will not see anyone with any kind of respiratory illnesses, they have to see the nurse practitioner or another provider in the practice. Anyway, when I called, Amanda answered and I told her my name and that I needed to make an appt for today with [redacted] if any way possible. She asked if I was a patient of Dr. Noffsinger's, I replied that, for now, yes I am. She said, "Since he's your provider and he's available today, we'll have to make your appt with him." I said, "I would really rather see [redacted] if possible, is [redacted] seeing patients today?" Amanda replied, "[redacted] is, but we can only make appointments with your own provider." I said, "Ok, so how do I change my provider to [redacted]?" She said, "Ummmm, you would need to come in to today's appointment with Dr. Noffsinger and then my manager can update your paperwork for whichever provider you choose..." I replied, "I don't want to see Noffsinger again, it's personal, he made me very uncomfortable the last time I saw him, so I guess I'll just go wait in line at urgent care or something. Thanks anyway." I'm confused – [redacted]

[redacted] of a doctor? Like, how can [redacted] technically be my "primary provider" and why are they monopolizing which provider patients are allowed to see? It seems to me that if this kind of thing is happening often, they're likely driving patients away.

[redacted]

CULLMAN REGIONAL

Robert Lockwood

From: Land, Schinley <Schinley.Land@cullmanregional.com>
Sent: Monday, September 16, 2024 6:19 PM
To: Land, Schinley
Subject: FW: Notice of Rule Change Concerning Chaperones

-schinley

Schinley Land
Executive Director of Physician Services
Cullman Regional Medical Center
1912 Alabama Highway 157
Cullman, AL 35058
Phone: 205-213-7790

From: Land, Schinley <Schinley.Land@cullmanregional.com>
Sent: Wednesday, October 13, 2021 8:44 PM
To: Noffsinger, Hansel <Hansel.Noffsinger@cullmanregional.com>
Subject: Fwd: Notice of Rule Change Concerning Chaperones

Dr. Noffsinger,

The message below is what I was referencing during our conversation this evening. This best practice of using chaperones, regardless of patient/provider gender, should be used anytime there is an examination of or near the breast or genitals. The chaperone should be utilized during these exams, regardless of if the patient remains dressed or needs to disrobe. I will be sending this notice to all of our managers for implementation.

-schinley
Sent from my iPhone

Begin forwarded message:

> **From:** "Courtney, Lisa" <Lisa.Courtney@cullmanregional.com>
> **Date:** October 13, 2021 at 5:58:52 PM CDT
> **To:** "Land, Schinley" <Schinley.Land@cullmanregional.com>
> **Subject: Fwd: Notice of Rule Change Concerning Chaperones**
>
> Sent from my iPhone
>
> Begin forwarded message:
>
> > **From:** "Courtney, Lisa" </O=CRMC HOSPITAL/OU=EXCHANGE ADMINISTRATIVE GROUP

DEFENDANT'S EXHIBIT 19

(FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=COURTNEY
Date: March 16, 2021 at 4:53:12 PM CDT
Subject: FW: Notice of Rule Change Concerning Chaperones

FYI – Dr. Smith sent to your physicians too.

From: Smith, William
Sent: Monday, March 15, 2021 4:01 PM
To: Moody, Brad <brad.moody@cullmanregional.com>; Villar, Carlos <Carlos.Villar@cullmanregional.com>; Darryl Bullard MD (dbullard73@gmail.com) <dbullard73@gmail.com>; Don Hirsbrunner MD (donhirsbrunner@gmail.com) <donhirsbrunner@gmail.com>; Wallin, Erik <Erik.Wallin@cullmanregional.com>; Erik Wallin MD (wallinle@gmail.com) <wallinle@gmail.com>; Thompson, Greg <Greg.Thompson@cullmanregional.com>; Greg Thompson MD (thompgs@gmail.com) <thompgs@gmail.com>; Hans Noffsinger (Pdmnoff@gmail.com) <Pdmnoff@gmail.com>; J W Evans MD (johne@surgicalartspc.com) <johne@surgicalartspc.com>; Lee, James <James.Lee@cullmanregional.com>; Pettit, Kathryn <Kathryn.Pettit@cullmanregional.com>; Kim Graves CRNP (kem74@live.com) <kem74@live.com>; Graves, Kim <kim.graves@cullmanregional.com>; Michael Miller MD (hogeye64@gmail.com) <hogeye64@gmail.com>; Kravetz, Phillip <Phillip.Kravetz@cullmanregional.com>; phillip kravetz (pkravetz@hotmail.com) <pkravetz@hotmail.com>; Randy Yarbrough (theyarb55@gmail.com) <theyarb55@gmail.com>; Chadband, Robert <Robert.Chadband@cullmanregional.com>; Pettit, Ryan <Ryan.Pettit@cullmanregional.com>; Sam McBride MD (samcbrid@gmail.com) <samcbrid@gmail.com>; Silvio Papapietro MD (spapapietro@uab.edu) <spapapietro@uab.edu>; Steve Gould MD (sag2016@gmail.com) <sag2016@gmail.com>; Thomas Dukovac MD (tdukovac@gmail.com) <tdukovac@gmail.com>; Dukovac, Thomas <Thomas.Dukovac@cullmanregional.com>; Tracy Neal MD (tnealmd@yahoo.com) <tnealmd@yahoo.com>; Byrd, Tyler <Tyler.Byrd@cullmanregional.com>; Tyler Byrd DO (tylerbrooksbyrd@gmail.com) <tylerbrooksbyrd@gmail.com>; Vince Bergquist MD (vincebergquist@gmail.com) <vincebergquist@gmail.com>
Cc: Courtney, Lisa <Lisa.Courtney@cullmanregional.com>
Subject: FW: Notice of Rule Change Concerning Chaperones

While you may have received this I want to be sure everyone is aware of the Alabama Board of Medical Examiner's Rule change regarding Chaperones.

Thanks,
Bill

From: Alabama Board of Medical Examiners [mailto:bme@albme.org]
Sent: Monday, March 15, 2021 2:49 PM
To: Smith, William <william.smith@cullmanregional.com>
Subject: Notice of Rule Change Concerning Chaperones

View this email in your browser

Notice of Rule Change - Chaperones

Effective **April 12, 2021,** the Alabama Board of Medical Examiners' rule regarding the use of chaperones (540-X-9-.08(11)) has changed.

The amended rule states that a physician shall have a chaperone present during all physical exams or procedures involving the breasts or genitals, irrespective of the genders of the physician and patient.

This standard protects both the patient and the physician. For all other physical examinations and procedures, a physician should, but is not required to have a chaperone present. A physician should refuse to examine any part of the patient's body without a chaperone present if the physician believes the patient is sexualizing the examination.

Please be aware of this new requirement and make the necessary adjustments to your practice so that you will be in compliance with Board rules.

The Board is committed to increasing awareness of professional boundaries issues, encouraging education in this area, and reducing the frequency of sexual misconduct incidents.

For the full rule and additional information, please see https://www.albme.org/resources/licensees/investigation-misconduct/#sexual-miconduct.



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Montgomery, AL 36104-3839

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You can update your preferences or unsubscribe from this list.

Robert Lockwood

From: Land, Schinley <Schinley.Land@cullmanregional.com>
Sent: Monday, September 16, 2024 6:18 PM
To: Land, Schinley
Subject: FW: Notice of Rule Change Concerning Chaperones - Attention Needed

-schinley

Schinley Land
Executive Director of Physician Services
Cullman Regional Medical Center
1912 Alabama Highway 157
Cullman, AL 35058
Phone: 205-213-7790

From: Land, Schinley
Sent: Thursday, October 14, 2021 7:00 AM
To: Noffsinger, Hansel <Hansel.Noffsinger@cullmanregional.com>
Subject: FW: Notice of Rule Change Concerning Chaperones - Attention Needed

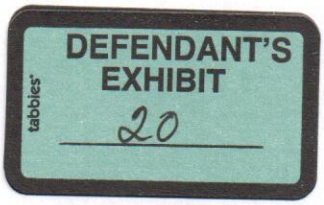
Below is what I sent to all managers a moment ago.

-schinley

Schinley Land
Executive Director of Physician Services
Cullman Regional Medical Center
PO Box 1108
Cullman, AL 35056
Phone: 205-213-7790

From: Land, Schinley
Sent: Thursday, October 14, 2021 6:59 AM
To: McManus, Sharon <Sharon.McManus@cullmanregional.com>; Patton, Kelly <Kelly.Patton@cullmanregional.com>; Pelfrey, Glenda <glenda.pelfrey@cullmanregional.com>; Graves, Stacy <Stacy.Graves@cullmanregional.com>; Haynes, Heather <Heather.Haynes@cullmanregional.com>; Alldredge, Donna <Donna.Alldredge@cullmanregional.com>; Brockman, Torie <Torie.Brockman@cullmanregional.com>; Brooks, Tiffany <Tiffany.Brooks@cullmanregional.com>; Doss, Jana <Jana.Doss@cullmanregional.com>; Edens, Julie <Julie.Edens@cullmanregional.com>; Freeman, Kerin <Kerin.Freeman@cullmanregional.com>; McMinn, Vicki <Vicki.McMinn@cullmanregional.com>
Cc: Courtney, Lisa <Lisa.Courtney@cullmanregional.com>; Smith, William <william.smith@cullmanregional.com>
Subject: FW: Notice of Rule Change Concerning Chaperones - Attention Needed

All,



I want to check status on guidance provided several months ago by The Alabama Board of Medical Examiners, Lisa, and Dr. Smith regarding chaperons. The ABME notice and link to the administrative rule are located below. I emphasize; this is for the protection of both the physician/provider and the patient. Highlights and etiquette are:

- A chaperone should accompany our providers on any exam where the breast or genitals are being examined or if the provider will be in the proximity of those areas. This is regardless of:
  - The gender of the patient or provider
  - If a patient is fully clothed, undressed, gowned, etc.
- The chaperone should be introduced to the patient or speak to the patient, allowing the patient to be fully aware of chaperones presence
- The chaperone should remain visible to the patient during the exam
- The provider should communicate what he/she is doing, in advance, directly to the patient
- Best practice is to include the name of the chaperone in the exam notes - Emily can work with you/your providers to add smart test so this can be a quick and easy add in for notes

If this hasn't already been implemented, please prioritize this safety initiative within your practice and communicate with your team. I will be checking with each of you this Friday regarding status.

As always, please let me know if you or your team have questions I can help address.

-schinley

Schinley Land
Executive Director of Physician Services
Cullman Regional Medical Center
PO Box 1108
Cullman, AL 35056
Phone: 205-213-7790

From: Courtney, Lisa <Lisa.Courtney@cullmanregional.com>
Sent: Wednesday, October 13, 2021 5:59 PM
To: Land, Schinley <Schinley.Land@cullmanregional.com>
Subject: Fwd: Notice of Rule Change Concerning Chaperones

Sent from my iPhone

Begin forwarded message:

> **From:** "Courtney, Lisa" </O=CRMC HOSPITAL/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=COURTNEY
> **Date:** March 16, 2021 at 4:53:12 PM CDT
> **Subject: FW: Notice of Rule Change Concerning Chaperones**
>
> FYI – Dr. Smith sent to your physicians too.
>
> **From:** Smith, William
> **Sent:** Monday, March 15, 2021 4:01 PM
> **To:** Moody, Brad <brad.moody@cullmanregional.com>; Villar, Carlos <Carlos.Villar@cullmanregional.com>; Darryl Bullard MD (dbullard73@gmail.com) <dbullard73@gmail.com>; Don Hirsbrunner MD (donhirsbrunner@gmail.com) <donhirsbrunner@gmail.com>; Wallin, Erik <Erik.Wallin@cullmanregional.com>; Erik Wallin MD

(wallinle@gmail.com) <wallinle@gmail.com>; Thompson, Greg <Greg.Thompson@cullmanregional.com>; Greg Thompson MD (thompgs@gmail.com) <thompgs@gmail.com>; Hans Noffsinger (Pdmnoff@gmail.com) <Pdmnoff@gmail.com>; J W Evans MD (johne@surgicalartspc.com) <johne@surgicalartspc.com>; Lee, James <James.Lee@cullmanregional.com>; Pettit, Kathryn <Kathryn.Pettit@cullmanregional.com>; Kim Graves CRNP (kem74@live.com) <kem74@live.com>; Graves, Kim <kim.graves@cullmanregional.com>; Michael Miller MD (hogeye64@gmail.com) <hogeye64@gmail.com>; Kravetz, Phillip <Phillip.Kravetz@cullmanregional.com>; phillip kravetz (pkravetz@hotmail.com) <pkravetz@hotmail.com>; Randy Yarbrough (theyarb55@gmail.com) <theyarb55@gmail.com>; Chadband, Robert <Robert.Chadband@cullmanregional.com>; Pettit, Ryan <Ryan.Pettit@cullmanregional.com>; Sam McBride MD (samcbrid@gmail.com) <samcbrid@gmail.com>; Silvio Papapietro MD (spapapietro@uab.edu) <spapapietro@uab.edu>; Steve Gould MD (sag2016@gmail.com) <sag2016@gmail.com>; Thomas Dukovac MD (tdukovac@gmail.com) <tdukovac@gmail.com>; Dukovac, Thomas <Thomas.Dukovac@cullmanregional.com>; Tracy Neal MD (tnealmd@yahoo.com) <tnealmd@yahoo.com>; Byrd, Tyler <Tyler.Byrd@cullmanregional.com>; Tyler Byrd DO (tylerbrooksbyrd@gmail.com) <tylerbrooksbyrd@gmail.com>; Vince Bergquist MD (vincebergquist@gmail.com) <vincebergquist@gmail.com>
Cc: Courtney, Lisa <Lisa.Courtney@cullmanregional.com>
Subject: FW: Notice of Rule Change Concerning Chaperones

While you may have received this I want to be sure everyone is aware of the Alabama Board of Medical Examiner's Rule change regarding Chaperones.

Thanks,
Bill

From: Alabama Board of Medical Examiners [mailto:bme@albme.org]
Sent: Monday, March 15, 2021 2:49 PM
To: Smith, William <william.smith@cullmanregional.com>
Subject: Notice of Rule Change Concerning Chaperones

View this email in your browser

Notice of Rule Change - Chaperones

Effective **April 12, 2021,** the Alabama Board of Medical Examiners' rule regarding the use of chaperones (540-X-9-.08(11)) has changed.

The amended rule states that a physician shall have a chaperone present during all physical exams or procedures involving the breasts or genitals, irrespective of the genders of the physician and patient.

This standard protects both the patient and the physician. For all other physical examinations and procedures, a physician should, but is not required to have a chaperone present. A physician should refuse to examine any part of the patient's body without a chaperone present if the physician believes the patient is sexualizing the examination.

Please be aware of this new requirement and make the necessary adjustments to your practice so that you will be in compliance with Board rules.

The Board is committed to increasing awareness of professional boundaries issues, encouraging education in this area, and reducing the frequency of sexual misconduct incidents.

For the full rule and additional information, please see https://www.albme.org/resources/licensees/investigation-misconduct/#sexual-miconduct.




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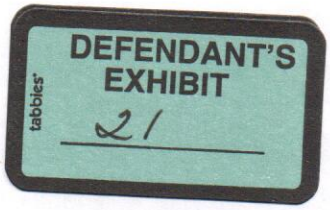
Robert Lockwood

From:	Land, Schinley
Sent:	Tuesday, September 28, 2021 1:00 PM
To:	Noffsinger, Hansel
Subject:	Initial Agreement vs. Amendment
Attachments:	Hans Noffsinger agreement 2020.pdf; Hans Noffsinger amendment.pdf

See attached.

-schinley

Schinley Land
Executive Director of Physician Services
Cullman Regional Medical Center
PO Box 1108
Cullman, AL 35056
Phone: 205-213-7790



Robert Lockwood

From: Land, Schinley
Sent: Tuesday, September 28, 2021 1:37 PM
To: Noffsinger, Hansel
Subject: Calculations Agreement vs. Amendment
Attachments: Noffsinger Initial Agreement vs Amendment_April to August 2021.xlsx

Dr. Noffsinger,

Here at the calculations used in our call today.

-schinley

Schinley Land
Executive Director of Physician Services
Cullman Regional Medical Center
PO Box 1108
Cullman, AL 35056
Phone: 205-213-7790

DEFENDANT'S EXHIBIT 22

Initial Agreement-			Old Agreement - w/RVU		
Annual		q Mo	April - August	total	
$	275,000	$ 22,917	$ 114,583.33	3797.61	
	5085	423.75	$ 114,583.33	$ 83,943	$ 198,526.33
$	50	$ 50			

Base	423.75
Bonus Rate	$ 50

Month	w/RVUs	Over Base	Bonus Paid
August	852.44	428.69	$ 21,435
July	893.9	470.15	$ 23,508
June	498.71	74.96	$ 3,748
May	889.93	466.18	$ 23,309
April	662.63	238.88	$ 11,944

FILED
2026 Mar-05 AM 10:00
U.S. DISTRICT COURT
N.D. OF ALABAMA

Evid to Motion for Summary Judgment - Exhibit 34 - PART 5

Robert Lockwood

From: Land, Schinley
Sent: Monday, October 25, 2021 1:34 PM
To: Pelfrey, Glenda; Brooks, Tiffany; Graves, Stacy; Alldredge, Donna
Cc: Courtney, Lisa; Stephens, Chasity
Subject: Coding Audits - Share Information

All,

We recently engaged a third party to conduct proactive, educational coding audits for our practices. The coders started with the following providers:

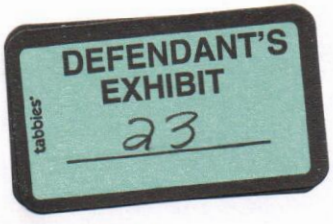
- Dr. Bergquist
- Dr. Gould
- Dr. Hirsbrunner
- Dr. Lee
- Dr. Mahan
- Brent Mortensen
- Dr. Neal
- Dr. Noffsinger
- Dr. Yarbrough

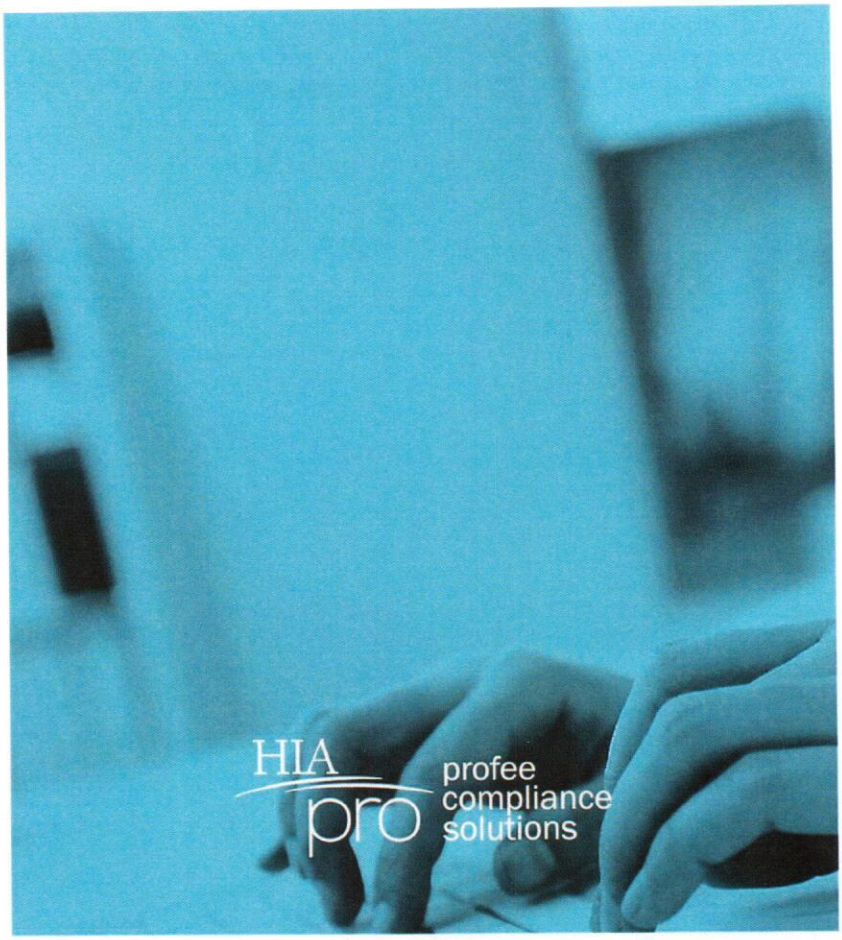
The audits have now been returned for review and discussion. Chasity and her coders will send a summary to each of you with bullet areas on what providers did well. They will also note opportunities where documentation could have been added to support the E&M level billed or highlight when documentation indicated a higher level of E&M could have been selected. Lastly, all providers will have a meeting with a coder to talk through the findings.

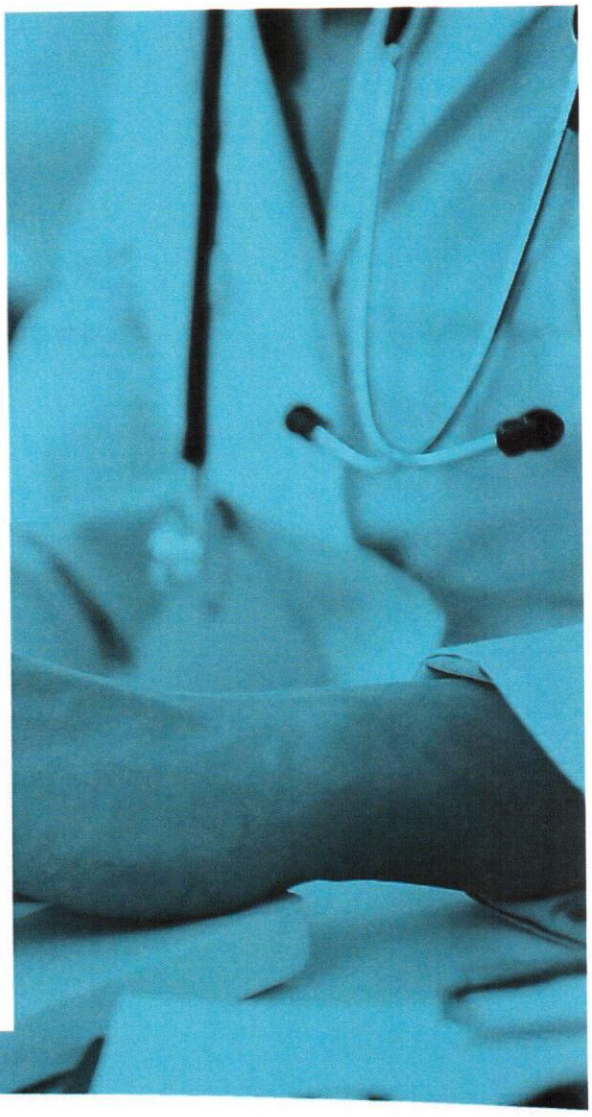
Please share this information with your providers, the summaries when received, and watch for the meeting invitations. All are encouraged to ask questions during these educational sessions.

-schinley

Schinley Land
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Cullman Regional Medical Center
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Cullman, AL 35056
Phone: 205-213-7790







Compliance Review Report

PRO-R-CULLP-202107 – CONFIDENTIAL

CULLMAN REGIONAL MEDICAL CENTER- PROFEE
NOFFSINGER MD, HANSEL



THE PEOPLE BEHIND THE NUMBERS™

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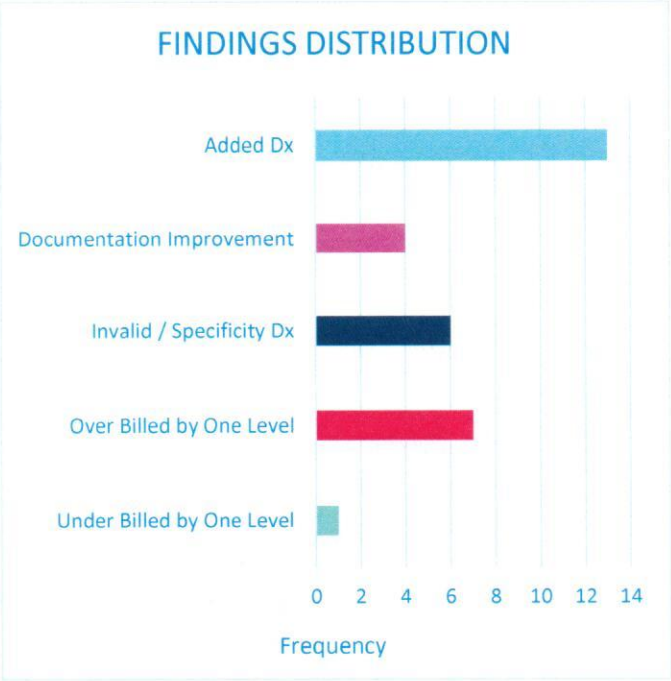
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COMPLIANCE REVIEW FINDINGS

FINDINGS DISTRIBUTION

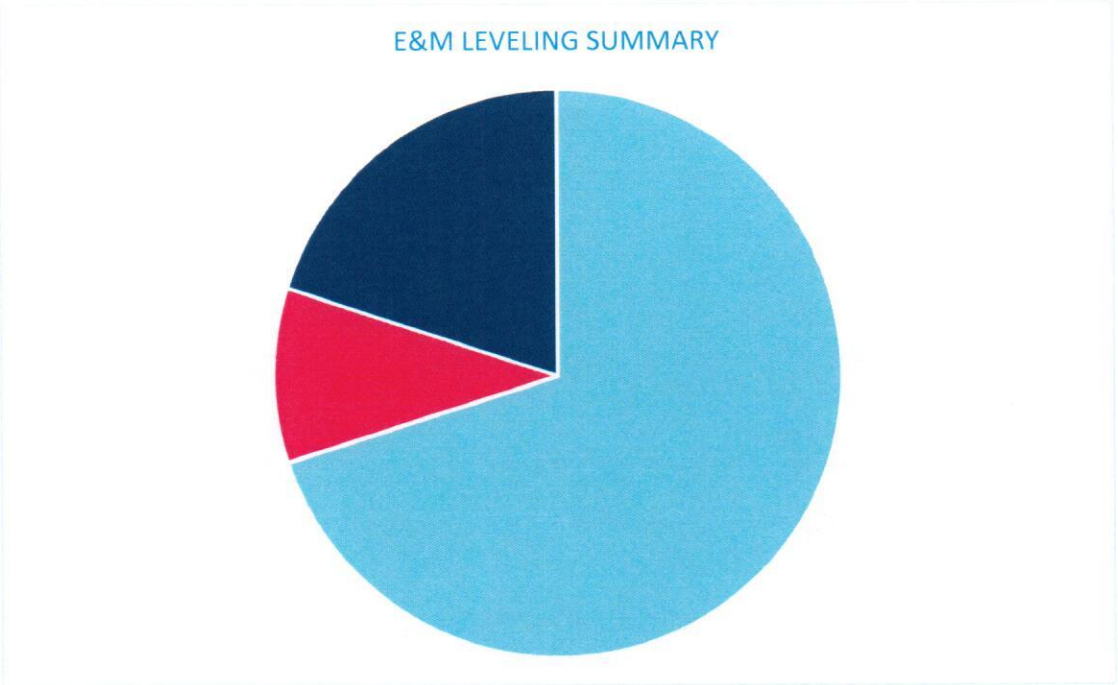
Records Reviewed	10
Records With Findings	9
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Pro Fee Assigned	
DESCRIPTION	FREQUENCY
Added Dx	13
Over Billed by One Level	7
Invalid / Specificity Dx	6
Documentation Improvement	4
Under Billed by One Level	1



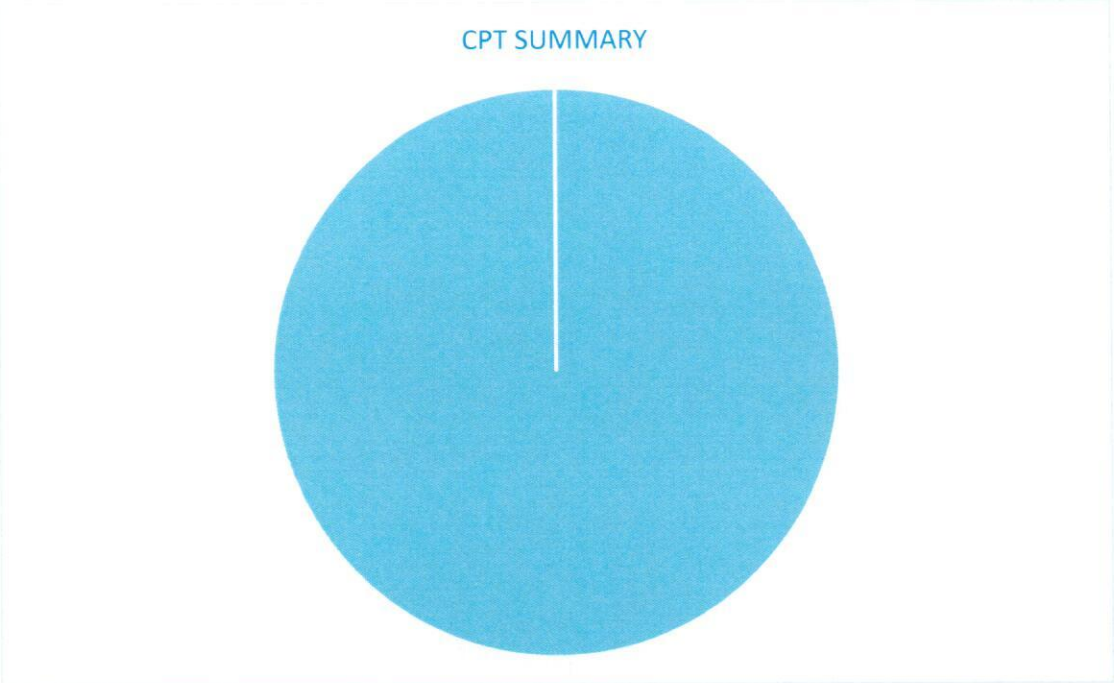
E&M LEVELING SUMMARY

Pro Fee Assigned		
DESCRIPTION	FREQUENCY	% of Pro Fee Assigned
Over Billed by One Level	7	70.00 %
Under Billed by One Level	1	10.00 %
No Change	2	20.00 %
	10	



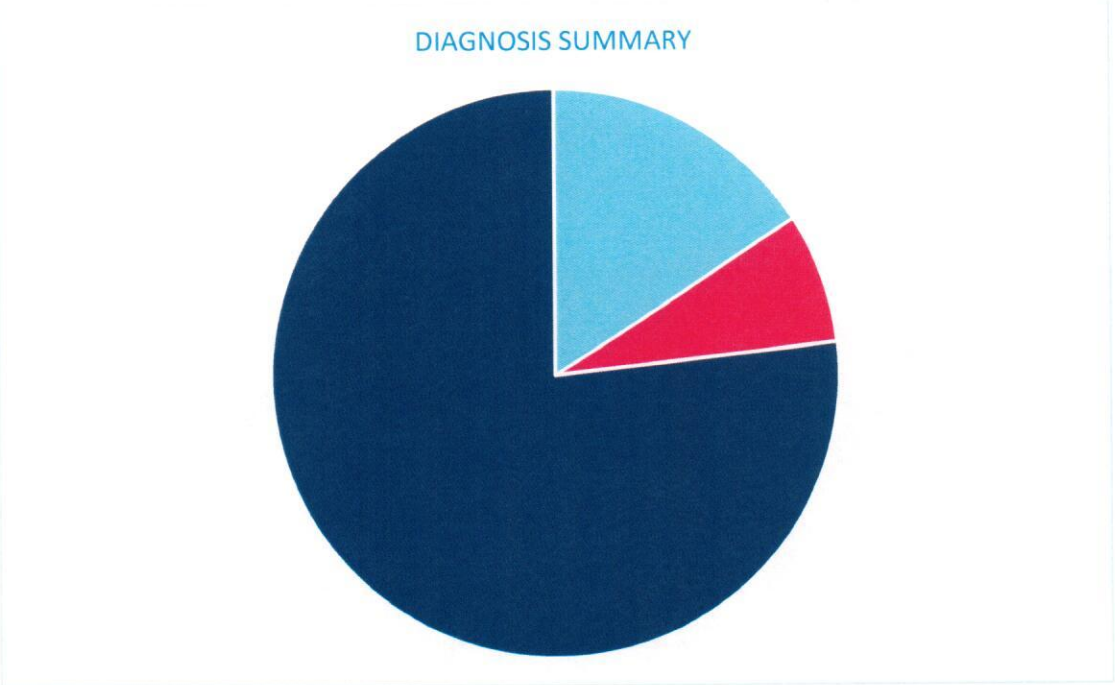
CPT SUMMARY

Pro Fee Assigned		
DESCRIPTION	FREQUENCY	% of Pro Fee Assigned
No Change	10	100.00 %
	10	



DIAGNOSIS SUMMARY

Pro Fee Assigned		
DESCRIPTION	FREQUENCY	% of Pro Fee Assigned
Added Dx	13	15.85 %
Invalid / Specificity Dx	6	7.32 %
No Change	63	76.83 %
	82	



WORKSHEETS

Details of Finding(s)

Practice	Cullman Regional Family Care Clinic	**Review Date**	07/01/2021	**Reviewer**	Michele Brock
Patient Account Number	194955	**Medical Record Number**	79443	**Date of Service**	05/13/2021
Provider	Noffsinger MD, Hansel	**Place Of Service**	22	**EM Guidelines**	2021
Provider Type	MD	**Financial Class**	BC/BS	**Coder**	WATERS, TAMMY H
		Payor Detail	BLUE CROSS OF ALABAMA		

Original ICD-10-CM Coding			Recommended ICD-10-CM Coding			Level 2 ICD-10-CM Coding		
Code	**Description**	**HCC**	**Code**	**Description**	**HCC**	**Code**	**Description**	**HCC**
Pro Fee Assigned								
I10	ESSENTIAL (PRIMARY) HYPERTENSION							
F410	PANIC DISORDER [EPISODIC PAROXYSMAL ANXIETY]							
R0781	PLEURODYNIA							
R0600	DYSPNEA, UNSPECIFIED							
F411	GENERALIZED ANXIETY DISORDER							
R399	UNSPECIFIED SYMPTOMS AND SIGNS INVOLVING THE GENITOURINARY SYSTEM					R300	DYSURIA	
F17200	NICOTINE DEPENDENCE, UNSPECIFIED, UNCOMPLICATED							
G4700	INSOMNIA, UNSPECIFIED							
						R350	FREQUENCY OF MICTURITION	

Original CPT Coding		Recommended CPT Coding		Level 2 CPT Coding	
Code	**Description**	**Code**	**Description**	**Code**	**Description**
Pro Fee Assigned					
99215	OFFICE/OUTPATIENT FOR E/M ESTABLISHED PATIENT HIGH LEVEL MEDICAL DECISION MAKING 40-54 MIN			99214	OFFICE/OUTPATIENT FOR E/M ESTABLISHED PATIENT MODERATE LEVEL MEDICAL DECISION MAKING 30-39 MIN

81003	**URINALYSIS, DIP STICK/TABLET REAGENT; AUTOMATED, W/O MICROSCOPY**	**81003-QW**	**URINALYSIS, DIP STICK/TABLET REAGENT; AUTOMATED, W/O MICROSCOPY**		
99080	SPECIAL REPORTS/INSURANCE FORMS				
3075F	MOST RECENT SYSTOLIC BLOOD PRESSURE 130 - 139 MM HG (DM),(HTN, CKD, CAD)				
3080F	MOST RECENT DIASTOLIC BLOOD PRESSURE GREATER THAN OR EQUAL TO 90 MM HG (HTN, CKD, CAD) (DM)				

Findings

Level 2 Findings

Finding – Over Billed by One Level

E&M Scoring:	**Medical Decision Making (2021 EM Guidelines)**		**Moderate**
	Type and Number of Presenting Problems	*Moderate*	*2+ Stable chronic illness*
	Management Options	*Minimal*	*Minimal risk of morbidity from additional diagnostic testing or treatment*
	Amount and Complexity of Data	*Moderate*	*Ordering of each unique test (3);*
	History:		
	History of Present Illness:	*Brief*	*Location;*
	Review of Systems:	*Complete*	*Constit; Eyes; ENMT; Cardio; Respiratory; GI; GU; Musculoskeletal; Integumentary; Neuro; Psych; Endocrine; Hem/Lymph;*
	Past, Family, and Social History:	*Complete*	*Past;Family;Social;*
	Physical Examination:	*Body Areas/Organ Systems (95)*	
	Selected Elements	*Organ Systems - Constitutional; Organ Systems - Eyes; Organ Systems - Ears, nose, mouth and throat; Organ Systems - Cardiovascular; Organ Systems - Respiratory; Organ Systems - Gastrointestinal; Organ Systems - Musculoskeletal; Organ Systems - Skin; Organ Systems - Neurologic; Organ Systems - Psychiatric; Organ Systems - Hematologic/lymphatic/immunologic*	

Details: Revise 99215 to 99214. The overall MDM is moderate.

Presenting problem-Moderate (2+ stable chronic illnesses)
Data-Moderate (Ordered 3 unique tests-ECHO, CBC and urine culture)
Risk-Minimal (no risk documented)

A 99215 requires a presenting problem to be a severely exacerbated chronic illness or an acute or chronic illness or injury that poses a threat to life or bodily injury, extensive data, or high risk of morbidity from additional

	diagnostic testing or treatment (2 of 3 areas). Time is another way to support a level of service. Documenting 40-54 minutes of total time also supports a 99215.
Documentation:	**Assessment/Plan** 1. GAD (generalized anxiety disorder) (F41.1) medication changes as needed here 2. HTN (hypertension) (I10) stable on current meds 3. UTI symptoms (R39.9) check urinalysis and culture and sensitivity and treat accordingly 4. Panic attacks (F41.0) supportive meds and therapy as needed 5. Smoker (F17.200) she is not ready to quit smoking 6. Pleuritic chest pain (R07.81) radiological workup as needed here 7. Insomnia (G47.00) supportive meds proper sleep hygiene 8. DOE (dyspnea on exertion) (R06.00) 2D echo of heart CBC w/Diff/Plt (Requ... C Urine Culture (Request) C
Reference:	CPT book: 99215-Office or other outpatient visit for the evaluation and management of an established patient, which requires a medically appropriate history and/or examination and high level of medical decision making. When using time for code selection, 40-54 minutes of total time is spent on the date of the encounter. 99214-Office or other outpatient visit for the evaluation and management of an established patient, which requires a medically appropriate history and/or examination and moderate level of medical decision making. When using time for code selection, 30-39 minutes of total time is spent on the date of the encounter.

99204 99214	**Moderate**	**Moderate** • 1 or more chronic illnesses with exacerbation, progression, or side effects of treatment; or • 2 or more stable, chronic illnesses; or • 1 undiagnosed new problem with uncertain prognosis; or • 1 acute illness with systemic symptoms; or • 1 acute, complicated injury	**Moderate** *(Must meet the requirements of at least 1 out of 3 categories)* **Category 1: Tests, documents, or independent historian(s)** • **Any combination of 3 from the following:** • Review of prior external note(s) from each unique source*; • Review of the result(s) of each unique test*; • Ordering of each unique test* • Assessment requiring an independent historian(s)* or **Category 2: Independent interpretation of tests** • Independent interpretation of a test performed by another physician/other qualified health care professional (not separately

Finding – Invalid / Specificity Dx

Details:	Revise R399, Unspecified symptoms and signs involving the genitourinary system, to R300, Dysuria. The review of systems specifies the urinary symptom complaint as dysuria and urinary frequency. Codes should be reported to the greatest specificity.
Documentation:	GENITOURINARY: Positive for **dysuria**, Positive for urinary frequency, No incontinence,No hematuria, No CVA tenderness, No urinary hesitancy, No nocturia
Reference:	OCG IV.C. Accurate reporting of ICD-10-CM diagnosis codes, for accurate reporting of ICD-10-CM diagnosis codes, the documentation should describe the patient's condition, using terminology which includes specific diagnoses as well as symptoms, problems, or reasons for the encounter.

Finding – Added Dx

Details:	Recommend adding R350, Frequency of micturition. The review of systems specifies the urinary symptom complaint as dysuria and urinary frequency. Codes should be reported to the greatest specificity.
Documentation:	GENITOURINARY: Positive for dysuria, Positive for **urinary frequency**, No incontinence,No hematuria, No CVA tenderness, No urinary hesitancy, No nocturia
Reference:	OCG IV.C. Accurate reporting of ICD-10-CM diagnosis codes, for accurate reporting of ICD-10-CM diagnosis codes, the documentation should describe the patient's condition, using terminology which includes specific diagnoses as well as symptoms, problems, or reasons for the encounter.
Finding – Documentation Improvement	
Details:	Recommend provider education on documenting a more in depth risk for proper code selection. It is the provider's responsibility to determine the patient's risk. When the documentation does not include any of the examples currently included in the new audit tool provided by the AMA, we have to default to minimal risk.
Documentation:	**Assessment/Plan** 1. GAD (generalized anxiety disorder) (F41.1) medication changes as needed here 2. HTN (hypertension) (I10) stable on current meds 3. UTI symptoms (R39.9) check urinalysis and culture and sensitivity and treat accordingly 4. Panic attacks (F41.0) supportive meds and therapy as needed 5. Smoker (F17.200) she is not ready to quit smoking 6. Pleuritic chest pain (R07.81) radiological workup as needed here 7. Insomnia (G47.00) supportive meds proper sleep hygiene 8. DOE (dyspnea on exertion) (R06.00) 2D echo of heart
Reference:	**AMA 2021 E/M Guidelines** Risk: The probability and/or consequences of an event. The assessment of the level of risk is affected by the nature of the event under consideration. For example, a low probability of death may be high risk, whereas a high chance of a minor, self-limited adverse effect of treatment may be low risk. Definitions of risk are based upon the usual behavior and thought processes of a physician or other qualified health care professional in the same specialty. Trained clinicians apply common language usage meanings to terms such as high, medium, low, or minimal risk and do not require quantification for these definitions (though quantification may be provided when evidence-based medicine has established probabilities). For the purposes of MDM, level of risk is based upon consequences of the problem(s) addressed at the encounter when appropriately treated. Risk also includes MDM related to the need to initiate or forego further testing, treatment, and/or hospitalization. The risk of patient management criteria applies to the patient management decisions made by the reporting physician or other qualified health care professional as part of the reported encounter.

Details of Finding(s)

Practice	Cullman Regional Family Care Clinic	**Review Date**	07/01/2021	**Reviewer**	Michele Brock
Patient Account Number	195389	**Medical Record Number**	38066	**Date of Service**	05/17/2021
Provider	Noffsinger MD, Hansel	**Place Of Service**	22	**EM Guidelines**	2021
Provider Type	MD	**Financial Class**	Other	**Coder**	WATERS, TAMMY H
		Payor Detail	CIGNA HEALTHSPRING		

Original ICD-10-CM Coding			Recommended ICD-10-CM Coding			Level 2 ICD-10-CM Coding		
Code	**Description**	**HCC**	**Code**	**Description**	**HCC**	**Code**	**Description**	**HCC**
Pro Fee Assigned								
G629	**POLYNEUROPATHY, UNSPECIFIED**		**E11319**	**TYPE 2 DIABETES MELLITUS WITH UNSPECIFIED DIABETIC RETINOPATHY WITHOUT MACULAR EDEMA**	**18**	**E1142**	**TYPE 2 DIABETES MELLITUS WITH DIABETIC POLYNEUROPATHY**	**18**
F329	MAJOR DEPRESSIVE DISORDER, SINGLE EPISODE, UNSPECIFIED							
E11319	**TYPE 2 DIABETES MELLITUS WITH UNSPECIFIED DIABETIC RETINOPATHY WITHOUT MACULAR EDEMA**	**18**	**G629**	**POLYNEUROPATHY, UNSPECIFIED**				
I10	ESSENTIAL (PRIMARY) HYPERTENSION							
Z7902	LONG TERM (CURRENT) USE OF ANTITHROMBOTICS/ANTIPLATELETS							
						Z794	LONG TERM (CURRENT) USE OF INSULIN	19
						Z79899	OTHER LONG TERM (CURRENT) DRUG THERAPY	

Original CPT Coding		Recommended CPT Coding		Level 2 CPT Coding	
Code	**Description**	**Code**	**Description**	**Code**	**Description**
Pro Fee Assigned					
99214	OFFICE/OUTPATIENT FOR E/M ESTABLISHED PATIENT MODERATE LEVEL MEDICAL DECISION MAKING 30-39 MIN				

Findings

Level 2 Findings	
Finding – Invalid / Specificity Dx	
Details:	Revise G629, Polyneuropathy, unspecified, to E1142, Type 2 diabetes mellitus with diabetic polyneuropathy. Documentation supports diabetes and peripheral neuropathy. These two conditions have an assumed relationship based on the "with" guideline and should be reported as E1142.
Documentation:	**Assessment/Plan** 1. Diabetes mellitus with retinopathy (E11.319) stable on current medication 2. Peripheral neuropathy (G62.9) continue current medication 3. Hypertension (I10) stable on current medication 4. Depression (F32.9) stable on current medication at this time no changes wanted by him 5. Antiplatelet or antithrombotic long-term use (Z79.02) no evidence of bruising or bleeding continue current meds
Reference:	OCG I.A.15., With, The word "with" or "in" should be interpreted to mean "associated with" or "due to" when it appears in a code title, the Alphabetic Index (either under a main term or subterm), or an instructional note in the Tabular List. The classification presumes a causal relationship between the two conditions linked by these terms in the Alphabetic Index or Tabular List. These conditions should be coded as related even in the absence of provider documentation explicitly linking them.
Finding – Added Dx	
Details:	Recommend adding: • Z794, Long term (current) use of insulin • Z79899, Other long term (current) drug therapy Category E11 has a use additional code note to identify control. The patient is on insulin and an injectable antidiabetic.
Documentation:	**Medications** 32 gauge short pen needles, See Instructions, 1 refills acetaminophen-hydrocodone 325 mg-10 mg oral tablet aspirin 81 mg oral delayed release tablet, 81 mg= 1 tab(s), Oral, daily Coreg 12.5 mg oral tablet, 12.5 mg= 1 tab(s), Oral, bid, 1 refills Cymbalta 60 mg oral delayed release capsule, 120 mg= 2 cap(s), Oral, daily, 1 refills fenofibrate 160 mg oral tablet, 160 mg= 1 tab(s), Oral, daily Freestyle Libre, See Instructions, 3 refills FREESTYLE LIBRE 14 DAY SENSOR FREESTYLE LIBRE SENSOR 14D KIT HumaLOG Junior KwikPen 100 units/mL injectable solution, 10 units, Subcutaneous, tidac, 1 refills Jardiance 25 mg oral tablet, 25 mg= 1 tab(s), Oral, qam Lipitor 40 mg oral tablet, 40 mg= 1 tab(s), Oral, daily losartan 50 mg oral tablet, 50 mg= 1 tab(s), Oral, daily metFORMIN 1000 mg oral tablet, 1000 mg= 1 tab(s), Oral, bid mirtazapine 30 mg oral tablet, 30 mg= 1 tab(s), Oral, hs, 1 refills montelukast 10 mg oral tablet, 10 mg= 1 tab(s), Oral, qpm Plavix 75 mg oral tablet, 75 mg= 1 tab(s), Oral, daily, 1 refills pregabalin 300 mg oral capsule, 300 mg= 1 cap(s), Oral, bid, 2 refills Toujeo Max SoloStar, 45 units, Subcutaneous, daily traZODone 100 mg oral tablet, See Instructions, 1 refills Trulicity Pen, Subcutaneous Vitamin D3 50,000 intl units oral capsule
Reference:	OCG I.B.7, Multiple coding for a single condition, in addition to the etiology/manifestation convention that requires two codes to fully describe a single condition that affects multiple body systems, there are other single conditions that also require more than one code. "Use additional code" notes are found in the Tabular List at

codes that are not part of an etiology/manifestation pair where a secondary code is useful to fully describe a condition. The sequencing rule is the same as the etiology/manifestation pair, "use additional code" indicates that a secondary code should be added, if known.

OCG I.C.4.a.3) Diabetes mellitus and the use of insulin, oral hypoglycemics, and injectable non-insulin drugs, If the documentation in a medical record does not indicate the type of diabetes but does indicate that the patient uses insulin, code E11-, Type 2 diabetes mellitus, should be assigned. An additional code should be assigned from category Z79 to identify the long-term (current) use of insulin or oral hypoglycemic drugs. If the patient is treated with both oral medications and insulin, only the code for long-term (current) use of insulin should be assigned. If the patient is treated with both insulin and an injectable non-insulin antidiabetic drug, assign codes Z79.4, Long-term (current) use of insulin, and Z79.899, Other long term (current) drug therapy. If the patient is treated with both oral hypoglycemic drugs and an injectable non-insulin antidiabetic drug, assign codes Z79.84, Long-term (current) use of oral hypoglycemic drugs, and Z79.899, Other long-term (current) drug therapy. Code Z79.4 should not be assigned if insulin is given temporarily to bring a type 2 patient's blood sugar under control during an encounter.

Details of Finding(s)

Practice	Cullman Regional Family Care Clinic	**Review Date**	07/01/2021	**Reviewer**	Michele Brock
Patient Account Number	703395195	**Medical Record Number**	63334	**Date of Service**	05/07/2021
Provider	Noffsinger MD, Hansel	**Place Of Service**	22	**EM Guidelines**	2021
Provider Type	MD	**Financial Class**	BC/BS	**Coder**	WATERS, TAMMY H
		Payor Detail	BLUE CROSS OF ALABAMA		

Original ICD-10-CM Coding			Recommended ICD-10-CM Coding			Level 2 ICD-10-CM Coding		
Code	**Description**	**HCC**	**Code**	**Description**	**HCC**	**Code**	**Description**	**HCC**
Pro Fee Assigned								
I70229	**ATHEROSCLEROSIS OF NATIVE ARTERIES OF EXTREMITIES WITH REST PAIN, UNSPECIFIED EXTREMITY**	**108**	**E804**	**GILBERT SYNDROME**				
R252	CRAMP AND SPASM							
G720	DRUG-INDUCED MYOPATHY							
N200	CALCULUS OF KIDNEY							
G5603	CARPAL TUNNEL SYNDROME, BILATERAL UPPER LIMBS							
E804	**GILBERT SYNDROME**		**I70229**	**ATHEROSCLEROSIS OF NATIVE ARTERIES OF EXTREMITIES WITH REST PAIN, UNSPECIFIED EXTREMITY**	**108**			
R238	OTHER SKIN CHANGES							
E785	HYPERLIPIDEMIA, UNSPECIFIED							
E538	DEFICIENCY OF OTHER SPECIFIED B GROUP VITAMINS							
			T466X5D	**ADVERSE EFFECT OF ANTIHYPERLIPIDEMIC AND ANTIARTERIOSCLEROTIC DRUGS, SUBSEQUENT ENCOUNTER**				

Original CPT Coding		Recommended CPT Coding		Level 2 CPT Coding	
Code	**Description**	**Code**	**Description**	**Code**	**Description**

Pro Fee Assigned					
99215	OFFICE/OUTPATIENT FOR E/M ESTABLISHED PATIENT HIGH LEVEL MEDICAL DECISION MAKING 40-54 MIN			99214	OFFICE/OUTPATIENT FOR E/M ESTABLISHED PATIENT MODERATE LEVEL MEDICAL DECISION MAKING 30-39 MIN

Findings

Level 2 Findings

Finding – Over Billed by One Level

E&M Scoring:

Medical Decision Making (2021 EM Guidelines)		**Moderate**
Type and Number of Presenting Problems	*Moderate*	*1+ Chronic illness w/ exacerbation, progression, or Tx side effects*
Management Options	*Moderate*	*Prescription drug management*
Amount and Complexity of Data	*Moderate*	*Ordering of each unique test (3);*
History:		
History of Present Illness:	*Brief*	*Location; Quality; Associated signs/sympt;*
Review of Systems:	*Complete*	*Constit; Eyes; ENMT; Cardio; Respiratory; GI; GU; Musculoskeletal; Integumentary; Neuro; Psych; Endocrine; Hem/Lymph;*
Past, Family, and Social History:	*Complete*	*Past;Family;Social;*
Physical Examination:	*Body Areas/Organ Systems (95)*	
Selected Elements	*Organ Systems - Constitutional; Organ Systems - Eyes; Organ Systems - Ears, nose, mouth and throat; Organ Systems - Cardiovascular; Organ Systems - Respiratory; Organ Systems - Gastrointestinal; Organ Systems - Genitourinary; Organ Systems - Musculoskeletal; Organ Systems - Skin; Organ Systems - Neurologic; Organ Systems - Psychiatric; Organ Systems - Hematologic/lymphatic/immunologic*	

Details:

Revise 99215 to 99214. The overall MDM is moderate.

Presenting problem-Moderate (2+ stable chronic illnesses, 1+ chronic illness with exacerbation)
Data-Moderate (Ordered 3 unique tests-ABI, PT, PTT)
Risk-Moderate (Prescription drug management)

A 99215 requires a presenting problem to be a severely exacerbated chronic illness or an acute or chronic illness or injury that poses a threat to life or bodily injury, extensive data, or high risk of morbidity from additional diagnostic testing or treatment (2 of 3 areas). Time is another way to support a level of service. Documenting 40-54 minutes of total time also supports a 99215.

Documentation:

Assessment/Plan

1. Carpal tunnel syndrome, bilateral (G56.03)
   carpal tunnel wrist splints and orthopedic consult as needed
2. Rest pain of lower extremity due to atherosclerosis (I70.229)
   ABIs for this
3. Gilbert syndrome (E80.4)
   explained to patient nothing more than congenital elevation of bilirubin
4. Nocturnal foot cramps (R25.2)
   could be rest pain we will check ABIs
5. Easy bruising (R23.8)
   check PT PTT INR and if these are normal in his could be from liver coagulation factors which could be diminished
6. Statin myopathy (G72.0)
   Praluent given in the office today
7. Hyperlipidemia (E78.5)
   keep LDL less than 70 with Praluent and Zetia
8. Nephrolithiasis, uric acid (N20.0)
   we want the urine to be ascitic so the urease stones are not made by Proteus mirabilis
9. B12 deficiency (E53.8)
   supplementation as needed based on labs

evolocumab (Repatha...	Prescribed
alirocumab (Praluent ...	Discontin...
99215 office o/p est hi...	Completed
Peripheral Arterial (Re...	Completed
PT (Request)	Completed
PTT (Request)	Completed
Return to Clinic (Requ...	Completed

Reference:

CPT book:
99215-Office or other outpatient visit for the evaluation and management of an established patient, which requires a medically appropriate history and/or examination and high level of medical decision making.

When using time for code selection, 40-54 minutes of total time is spent on the date of the encounter.

99214-Office or other outpatient visit for the evaluation and management of an established patient, which requires a medically appropriate history and/or examination and moderate level of medical decision making.

When using time for code selection, 30-39 minutes of total time is spent on the date of the encounter.

99204 99214	**Moderate**	**Moderate** • 1 or more chronic illnesses with exacerbation, progression, or side effects of treatment; or • 2 or more stable, chronic illnesses; or • 1 undiagnosed new problem with uncertain prognosis; or • 1 acute illness with systemic symptoms; or • 1 acute, complicated injury	**Moderate** *(Must meet the requirements of at least 1 out of 3 categories)* **Category 1: Tests, documents, or independent historian(s)** • **Any combination of 3 from the following:** • Review of prior external note(s) from each unique source* • Review of the result(s) of each unique test*; • Ordering of each unique test* • Assessment requiring an independent historian(s)* or **Category 2: Independent interpretation of tests** • Independent interpretation of a test performed by another physician/other qualified health care professional (not separ

Finding – Documentation Improvement

Details:

Documentation improvement initiative

Reported was I70229 atherosclerosis of native arteries of extremities with rest pain, unspecified extremity.

HPI and ROS both use the term lower *extremities* suggesting bilateral. Best practice would be to document the term bilateral or left /right as applicable to facilitate a more specific code assignment. A&P uses the singular *extremity*.

Documentation:	**Chief Complaint** here today with bilateral carpal tunnel syndrome rest pain of lower extremities due to atherosclerosis cover syndrome nocturnal foot cramps easy bruising statin myopathy B12 deficiency uric acid nephrolithiasis and hyperlipidemia **History of Present Illness** Here today with bilateral carpal tunnel syndrome rest pain of lower extremity due to atherosclerosis Gilbert syndrome nocturnal foot cramps easy bruising statin myopathy B12 deficiency uric acid nephrolithiasis and hyperlipidemia **Review of Systems** GENERAL/CONSTITUTIONAL: Nofever, No chills, No fatigue, Nonight sweats, No unplanned weight loss, No weight gain, No weakness, Noloss of appetite HEAD, EYES, EARS, NOSE AND THROAT: No vision changes,No sore throat, Noearache, No nasal congestion, No swallowing difficulty, No sinus pressure, No hearing loss CARDIOVASCULAR: Nochest pain, No palpitations, No peripheral edema, No shortness of breath, No racing heart, No lightheadedness, No syncope RESPIRATORY: No cough, No SOB, Nowheezing, No pleuritic pain, No rib tenderness, No hemoptysis GASTROINTESTINAL: No bowel changes, No diarrhea, Noconstipation, No nausea, No vomiting, No abdominal pain, No heartburn GENITOURINARY: Nodysuria, No urinary frequency, No incontinence,No hematuria, No CVA tenderness, No urinary hesitancy, No nocturia MUSCULOSKELETAL:Positive for bilateral wrist tenderness joint pain, Positive for nocturnal foot cramps and rest pain of lower extremities muscle pain, No swelling,No gait changes, No spine pain **Assessment/Plan** 1. Carpal tunnel syndrome, bilateral (G56.03) carpal tunnel wrist splints and orthopedic consult as needed 2. Rest pain of lower extremity due to atherosclerosis (I70.229) ABIs for this 3. Gilbert syndrome (E80.4) explained to patient nothing more than congenital elevation of bilirubin 4. Nocturnal foot cramps (R25.2) could be rest pain we will check ABIs 5. Easy bruising (R23.8) check PT PTT INR and if these are normal in his could be from liver coagulation factors which could be diminished 6. Statin myopathy (G72.0) Praluent given in the office today 7. Hyperlipidemia (E78.5) keep LDL less than 70 with Praluent and Zetia 8. Nephrolithiasis, uric acid (N20.0) we want the urine to be ascitic so the urease stones are not made by Proteus mirabilis 9. B12 deficiency (E53.8) supplementation as needed based on labs
Reference:	Documentation Improvement Initiative

Details of Finding(s)

Practice	Cullman Regional Family Care Clinic	**Review Date**	07/01/2021	**Reviewer**	Michele Brock
Patient Account Number	703399485	**Medical Record Number**	60196	**Date of Service**	04/20/2021
Provider	Noffsinger MD, Hansel	**Place Of Service**	22	**EM Guidelines**	2021
Provider Type	MD	**Financial Class**	BC/BS	**Coder**	WATERS, TAMMY H
		Payor Detail	BLUE CROSS OF ALABAMA		

Original ICD-10-CM Coding			Recommended ICD-10-CM Coding			Level 2 ICD-10-CM Coding		
Code	**Description**	**HCC**	**Code**	**Description**	**HCC**	**Code**	**Description**	**HCC**
Pro Fee Assigned								
M25312	OTHER INSTABILITY, LEFT SHOULDER							
S43002A	UNSPECIFIED SUBLUXATION OF LEFT SHOULDER JOINT, INITIAL ENCOUNTER							
			Y9372	**ACTIVITY, WRESTLING**				
			Y92009	**UNSPECIFIED PLACE IN UNSPECIFIED NON-INSTITUTIONAL (PRIVATE) RESIDENCE AS THE PLACE OF OCCURRENCE OF THE EXTERNAL CAUSE**				

Original CPT Coding		Recommended CPT Coding		Level 2 CPT Coding	
Code	**Description**	**Code**	**Description**	**Code**	**Description**
Pro Fee Assigned					
99213	OFFICE/OUTPATIENT FOR E/M ESTABLISHED PATIENT LOW LEVEL MEDICAL DECISION MAKING 20-29 MIN			99212	OFFICE/OUTPATIENT FOR E/M ESTABLISHED PATIENT STRAIGHTFORWARD MEDICAL DECISION MAKING 10-19 MIN

Findings

Level 2 Findings

Finding – Over Billed by One Level

E&M Scoring:	**Medical Decision Making (2021 EM Guidelines)**		**Straightforward**
	Type and Number of Presenting Problems	*Low*	*1 Acute uncomplicated illness/ injury*
	Management Options	*Minimal*	*Minimal risk of morbidity from additional diagnostic testing or treatment*

	Amount and Complexity of Data		
	History:		
	History of Present Illness:	*Brief*	*Location; Quality; Context;*
	Review of Systems:	*Complete*	*Constit; Eyes; ENMT; Cardio; Respiratory; GI; GU; Musculoskeletal; Integumentary; Neuro; Psych; Endocrine; Hem/Lymph;*
	Past, Family, and Social History:	*Complete*	*Past;Family;Social;*
	Physical Examination:	*Body Areas/Organ Systems (95)*	
	Selected Elements	*Organ Systems - Constitutional; Organ Systems - Eyes; Organ Systems - Ears, nose, mouth and throat; Organ Systems - Cardiovascular; Organ Systems - Respiratory; Organ Systems - Gastrointestinal; Organ Systems - Genitourinary; Organ Systems - Musculoskeletal; Organ Systems - Skin; Organ Systems - Neurologic; Organ Systems - Psychiatric; Organ Systems - Hematologic/lymphatic/immunologic*	

Details:

Revise 99213 to 99212.

The overall MDM is straightforward.

Presenting problem-Low (acute uncomplicated injury)
Data-None
Risk-Minimal (None documented, default to minimal)

The only medical decision documented is an ortho consult. This does not "fit" into the new audit tool for risk, so the provider must document where this puts the patient's risk of morbidity from additional diagnostic testing or treatment. Coders cannot determine.

Documentation:

Assessment/Plan
1. Instability of left shoulder joint (M25.312)
   orthopedic consult ASAP
2. Shoulder subluxation, left (S43.002A)
   orthopedic consult ASAP which is today

Reference:

CPT book:
99213-Office or other outpatient visit for the evaluation and management of an established patient, which requires a medically appropriate history and/or examination and low level of medical decision making.

When using time for code selection, 20-29 minutes of total time is spent on the date of the encounter.

99212-Office or other outpatient visit for the evaluation and management of an established patient, which requires a medically appropriate history and/or examination and straightforward medical decision making.

When using time for code selection, 10-19 minutes of total time is spent on the date of the encounter.

99202 99212	Straightforward	Minimal • 1 self-limited or minor problem	Minimal or none
99203 99213	Low	Low • 2 or more self-limited or minor problems; or • 1 stable, chronic illness; or • 1 acute, uncomplicated illness or injury	Limited *(Must meet the requirements of at least 1 of the 2 categories)* Category 1: Test and documents • Any combination of 2 from the following: • Review of prior external note(s) from each unique source*; • Review of the result(s) of each unique test*;

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N.D. OF ALABAMA

Evid to Motion for Summary Judgment - Exhibit 34 - PART 6

Details of Finding(s)

Practice	Cullman Regional Family Care Clinic	**Review Date**	07/01/2021	**Reviewer**	Michele Brock
Patient Account Number	703401214	**Medical Record Number**	79713	**Date of Service**	05/05/2021
Provider	Noffsinger MD, Hansel	**Place Of Service**	22	**EM Guidelines**	2021
Provider Type	MD	**Financial Class**	Other	**Coder**	WATERS, TAMMY H
		Payor Detail	CIGNA HEALTHSPRING		

Original ICD-10-CM Coding			Recommended ICD-10-CM Coding			Level 2 ICD-10-CM Coding		
Code	**Description**	**HCC**	**Code**	**Description**	**HCC**	**Code**	**Description**	**HCC**
Pro Fee Assigned								
J309	ALLERGIC RHINITIS, UNSPECIFIED							
E1169	TYPE 2 DIABETES MELLITUS WITH OTHER SPECIFIED COMPLICATION	18						
E782	MIXED HYPERLIPIDEMIA							
H109	UNSPECIFIED CONJUNCTIVITIS							
H938X9	OTHER SPECIFIED DISORDERS OF EAR, UNSPECIFIED EAR					DEL		
I10	ESSENTIAL (PRIMARY) HYPERTENSION							
E6601	MORBID (SEVERE) OBESITY DUE TO EXCESS CALORIES	22						
Z79899	OTHER LONG TERM (CURRENT) DRUG THERAPY							
						Z7984	LONG TERM (CURRENT) USE OF ORAL HYPOGLYCEMIC DRUGS	
						Z6841	BODY MASS INDEX [BMI]40.0-44.9, ADULT	22

Original CPT Coding		Recommended CPT Coding		Level 2 CPT Coding	
Code	**Description**	**Code**	**Description**	**Code**	**Description**
Pro Fee Assigned					
99215	OFFICE/OUTPATIENT FOR E/M ESTABLISHED PATIENT HIGH LEVEL MEDICAL DECISION MAKING 40-54 MIN			99214	OFFICE/OUTPATIENT FOR E/M ESTABLISHED PATIENT MODERATE LEVEL MEDICAL DECISION MAKING 30-39 MIN

Findings		
Level 2 Findings		
Finding – Over Billed by One Level		
E&M Scoring:	**Medical Decision Making (2021 EM Guidelines)**	**Moderate**
	Type and Number of Presenting Problems — *Moderate*	*2+ Stable chronic illness*
	Management Options — *Moderate*	*Prescription drug management*
	Amount and Complexity of Data	
	History:	
	History of Present Illness: — *Brief*	*Location; Associated signs/sympt;*
	Review of Systems: — *Complete*	*Constit; Eyes; ENMT; Cardio; Respiratory; GI; GU; Musculoskeletal; Integumentary; Neuro; Psych; Endocrine; Hem/Lymph;*
	Past, Family, and Social History: — *Complete*	*Past;Family;Social;*
	Physical Examination:	*Body Areas/Organ Systems (95)*
	Selected Elements	*Organ Systems - Constitutional; Organ Systems - Eyes; Organ Systems - Ears, nose, mouth and throat; Organ Systems - Cardiovascular; Organ Systems - Respiratory; Organ Systems - Gastrointestinal; Organ Systems - Genitourinary; Organ Systems - Musculoskeletal; Organ Systems - Skin; Organ Systems - Neurologic; Organ Systems - Psychiatric; Organ Systems - Hematologic/lymphatic/immunologic*
Details:	Revise 99215 to 99214. The overall MDM is moderate. Presenting problem-Moderate (2+ stable chronic illnesses) Data-None Risk-Moderate (Prescription drug management) A 99215 requires a presenting problem to be a severely exacerbated chronic illness or an acute or chronic illness or injury that poses a threat to life or bodily injury, extensive data, or high risk of morbidity from additional diagnostic testing or treatment (2 of 3 areas). Time is another way to support a level of service. Documenting 40-54 minutes of total time also supports a 99215.	
Documentation:	**Assessment/Plan** 1. Congested ear (H93.8X9) ears were clear this is allergic rhinitis we will suggest Mucinex 1200 mg twice a day and Flonase and montelukast 2. Allergic rhinitis (J30.9) montelukast Flonase 3. Hypertension (I10) stable on current med 4. Type 2 diabetes mellitus with morbid obesity (E11.69) follow A1c make adjustments as needed on meds 5. Morbid obesity (E66.01) weight loss with proper diet exercise medication 6. Mixed hyperlipidemia (E78.2) keep LDL less than 70 with proper diet exercise medication 7. Controlled substance agreement signed (Z79.899) for control meds 8. Bacterial conjunctivitis of left eye (H10.9) eyedrops for this	
Reference:	CPT book: 99215-Office or other outpatient visit for the evaluation and management of an established patient, which requires a medically appropriate history and/or examination and high level of medical decision making.	

When using time for code selection, 40-54 minutes of total time is spent on the date of the encounter.

99214-Office or other outpatient visit for the evaluation and management of an established patient, which requires a medically appropriate history and/or examination and moderate level of medical decision making.

When using time for code selection, 30-39 minutes of total time is spent on the date of the encounter.

99204 99214	**Moderate**	**Moderate** • 1 or more chronic illnesses with exacerbation, progression, or side effects of treatment; or • 2 or more stable, chronic illnesses; or • 1 undiagnosed new problem with uncertain prognosis; or • 1 acute illness with systemic symptoms; or • 1 acute, complicated injury	**Moderate** *(Must meet the requirements of at least 1 out of 3 categories)* **Category 1: Tests, documents, or independent historian(s** • **Any combination of 3 from the following:** • Review of prior external note(s) from each unique sou • Review of the result(s) of each unique test*; • Ordering of each unique test* • Assessment requiring an independent historian(s)* or **Category 2: Independent interpretation of tests** • Independent interpretation of a test performed by another

Finding – Added Dx

Details:

Recommend adding:

- Z7984, Long term (current) use of oral hypoglycemic drugs
- Z6841, Body mass index [BMI]40.0-44.9, adult

Category E11 has a use additional code instruction for long term use of insulin or oral hypoglycemics. The med list includes janumet.

Category E66 has a use additional code instruction for BMI. The BMI is 41.62.

Documentation:

Physical Exam

Vitals & Measurements
T: 97.5 °F (Tympanic) **HR:** 79 (Peripheral) **BP:** 126/80 **SpO2:** 98%
HT: 62 in **WT:** 227.6 lb **BMI:** 41.62

Janumet 50 mg-1000 mg oral tablet, 1 tab(s), Oral, bid, 1 refills

Reference:

OCG I.B.7, Multiple coding for a single condition, in addition to the etiology/manifestation convention that requires two codes to fully describe a single condition that affects multiple body systems, there are other single conditions that also require more than one code. "Use additional code" notes are found in the Tabular List at codes that are not part of an etiology/manifestation pair where a secondary code is useful to fully describe a condition. The sequencing rule is the same as the etiology/manifestation pair, "use additional code" indicates that a secondary code should be added, if known.

Finding – Invalid / Specificity Dx

Details:

Delete H938X9, Other specified disorders of ear, unspecified ear.

Documentation states the ears were clear and "this is allergic rhinitis." J309 is already reported.

Documentation:

1. Congested ear (H93.8X9)
ears were clear this is allergic rhinitis we will suggest Mucinex 1200 mg twice a day and Flonase and montelukast

Reference:

OCG IV.C. Accurate reporting of ICD-10-CM diagnosis codes, for accurate reporting of ICD-10-CM diagnosis codes, the documentation should describe the patient's condition, using terminology which includes specific diagnoses as well as symptoms, problems, or reasons for the encounter.

Finding – Documentation Improvement

Details:	Documentation Improvement Initiative Best practice would be to document the medication/drug and associated condition that required the controlled substance agreement.
Documentation:	**Chief Complaint** here today with ear congestion bacterial conjunctivitis of left eye allergic rhinitis hypertension type 2 diabetes with morbid obesity next hyperlipidemia and controlled substance agreement signed **History of Present Illness** Here today with ear congestion allergic rhinitis hypertension type 2 diabetes with morbid obesity bacterial conjunctivitis of left eye and morbid obesity mixed hyperlipidemia and controlled substance agreement signed **Assessment/Plan** 1. Congested ear (H93.8X9) ears were clear this is allergic rhinitis we will suggest Mucinex 1200 mg twice a day and Flonase and montelukast 2. Allergic rhinitis (J30.9) montelukast Flonase 3. Hypertension (I10) stable on current med 4. Type 2 diabetes mellitus with morbid obesity (E11.69) follow A1c make adjustments as needed on meds 5. Morbid obesity (E66.01) weight loss with proper diet exercise medication 6. Mixed hyperlipidemia (E78.2) keep LDL less than 70 with proper diet exercise medication 7. Controlled substance agreement signed (Z79.899) for control meds 8. Bacterial conjunctivitis of left eye (H10.9) eyedrops for this **Medications** amitriptyline 25 mg oral tablet, 25 mg= 1 tab(s), Oral, hs amLODIPine 5 mg oral tablet, 5 mg= 1 tab(s), Oral, daily, 1 refills atorvastatin 40 mg oral tablet, 40 mg= 1 tab(s), Oral, daily, 1 refills citalopram 40 mg oral tablet, 40 mg= 1 tab(s), Oral, daily Flonase 50 mcg/inh nasal spray, 2 spray(s), Nasal, daily, 2 refills furosemide 20 mg oral tablet, 20 mg= 1 tab(s), Oral, daily, 1 refills gabapentin 300 mg oral capsule, 600 mg= 2 cap(s), Oral, tid Janumet 50 mg-1000 mg oral tablet, 1 tab(s), Oral, bid, 1 refills levocetirizine 5 mg oral tablet, 5 mg= 1 tab(s), Oral, qpm, 1 refills lisinopril 10 mg oral tablet, 10 mg= 1 tab(s), Oral, daily, 1 refills pantoprazole 40 mg oral delayed release tablet, 40 mg= 1 tab(s), Oral, daily, 1 refills phentermine 37.5 mg oral capsule, 37.5 mg= 1 cap(s), Oral, daily Super B Complex oral tablet, 1 tab(s), Oral, daily Vitamin D3 2000 intl units oral tablet, 50 mcg, Oral, daily
Reference:	Documentation Improvement Initiative

Details of Finding(s)

Practice	Cullman Regional Family Care Clinic	**Review Date**	07/01/2021	**Reviewer**	Michele Brock
Patient Account Number	703402929	**Medical Record Number**	38825	**Date of Service**	06/10/2021
Provider	Noffsinger MD, Hansel	**Place Of Service**	22	**EM Guidelines**	2021
Provider Type	MD	**Financial Class**	MCD	**Coder**	WATERS, TAMMY H
		Payor Detail	ALABAMA MEDICAID PROGRAM		

Original ICD-10-CM Coding			Recommended ICD-10-CM Coding			Level 2 ICD-10-CM Coding		
Code	**Description**	**HCC**	**Code**	**Description**	**HCC**	**Code**	**Description**	**HCC**
Pro Fee Assigned								
E1169	TYPE 2 DIABETES MELLITUS WITH OTHER SPECIFIED COMPLICATION	18						
I10	ESSENTIAL (PRIMARY) HYPERTENSION							
R42	DIZZINESS AND GIDDINESS							
I2510	ATHEROSCLEROTIC HEART DISEASE OF NATIVE CORONARY ARTERY WITHOUT ANGINA PECTORIS							
I429	CARDIOMYOPATHY, UNSPECIFIED	85						
I739	PERIPHERAL VASCULAR DISEASE, UNSPECIFIED	108				E1151	TYPE 2 DIABETES MELLITUS WITH DIABETIC PERIPHERAL ANGIOPATHY WITHOUT GANGRENE	18-108
E782	MIXED HYPERLIPIDEMIA							
H359	UNSPECIFIED RETINAL DISORDER							
I951	ORTHOSTATIC HYPOTENSION							
			Z6833	**BODY MASS INDEX [BMI] 33.0-33.9, ADULT**				
						E669	OBESITY, UNSPECIFIED	
						Z7902	LONG TERM (CURRENT) USE OF ANTITHROMBOTICS/ANTIPLATELETS	

					Z7984	LONG TERM (CURRENT) USE OF ORAL HYPOGLYCEMIC DRUGS	

Original CPT Coding		Recommended CPT Coding		Level 2 CPT Coding	
Code	**Description**	**Code**	**Description**	**Code**	**Description**
Pro Fee Assigned					
99215	OFFICE/OUTPATIENT FOR E/M ESTABLISHED PATIENT HIGH LEVEL MEDICAL DECISION MAKING 40-54 MIN			99214	OFFICE/OUTPATIENT FOR E/M ESTABLISHED PATIENT MODERATE LEVEL MEDICAL DECISION MAKING 30-39 MIN

Findings

Level 2 Findings

Finding – Over Billed by One Level

E&M Scoring:

Medical Decision Making (2021 EM Guidelines)		**Moderate**
Type and Number of Presenting Problems	*Moderate*	*2+ Stable chronic illness*
Management Options	*Moderate*	*Prescription drug management*
Amount and Complexity of Data		
History:		
History of Present Illness:	*None*	
Review of Systems:	*Complete*	*Constit; Eyes; ENMT; Cardio; Respiratory; GI; GU; Musculoskeletal; Integumentary; Neuro; Psych; Endocrine; Hem/Lymph; Allergy/Immuno;*
Past, Family, and Social History:	*Complete*	*Past;Family;Social;*
Physical Examination:	*Body Areas/Organ Systems (95)*	
Selected Elements	*Organ Systems - Constitutional; Organ Systems - Eyes; Organ Systems - Ears, nose, mouth and throat; Organ Systems - Cardiovascular; Organ Systems - Respiratory; Organ Systems - Gastrointestinal; Organ Systems - Genitourinary; Organ Systems - Musculoskeletal; Organ Systems - Skin; Organ Systems - Neurologic; Organ Systems - Psychiatric; Organ Systems - Hematologic/lymphatic/immunologic*	

Details:

Revise 99215 to 99214. The overall MDM is moderate.

Presenting problem-Moderate (2+ stable chronic illnesses)
Data-None
Risk-Moderate (Prescription drug management)

A 99215 requires a presenting problem to be a severely exacerbated chronic illness or an acute or chronic illness or injury that poses a threat to life or bodily injury, extensive data, or high risk of morbidity from additional diagnostic testing or treatment (2 of 3 areas). Time is another way to support a level of service. Documenting 40-54 minutes of total time also supports a 99215.

Documentation:

Assessment/Plan

1. Type 2 diabetes mellitus with obesity (E11.69)
   follow A1c make adjustments to medication
2. HTN (hypertension) (I10)
   actually on the high end of normal so I do not think this is the cause of the lightheadedness/orthostasis certainly could be cardiac arrhythmia and we will have him see Cardiology
3. Intermittent lightheadedness (R42)
   cardiology consult for possible arrhythmias
4. CAD in native artery (I25.10)
   no chest pain at this time
5. Cardiomyopathy (I42.9)
   follow advice cardiology
6. PAD (peripheral artery disease) (I73.9)
   continue current medication
7. Mixed hyperlipidemia (E78.2)
   keep LDL less than 70 with proper diet exercise medication
8. Retina disorder (H35.9)
   follow ophthalmology
9. Orthostasis (I95.1)
   He is no longer lightheaded and wants to stop fludrocortisone and I explained the furosemide is a good diuretic for his cardiomyopathy if he has fluid overload and he will hold Brilinta before retinal surgery and will start taking Brilinta again when Cardiology clears him to

Reference:

CPT book:
99215-Office or other outpatient visit for the evaluation and management of an established patient, which requires a medically appropriate history and/or examination and high level of medical decision making.

When using time for code selection, 40-54 minutes of total time is spent on the date of the encounter.

99214-Office or other outpatient visit for the evaluation and management of an established patient, which requires a medically appropriate history and/or examination and moderate level of medical decision making.

When using time for code selection, 30-39 minutes of total time is spent on the date of the encounter.

99204 99214	**Moderate**	**Moderate** • 1 or more chronic illnesses with exacerbation, progression, or side effects of treatment; **or** • 2 or more stable, chronic illnesses; **or** • 1 undiagnosed new problem with uncertain prognosis; **or** • 1 acute illness with systemic symptoms; **or**	**Moderate** *(Must meet the requirements of at least 1 out of 3 cate* **Category 1: Tests, documents, or independent hist** • **Any combination of 3 from the following:** • Review of prior external note(s) from each uni • Review of the result(s) of each unique test*; • Ordering of each unique test* • Assessment requiring an independent historia **or** **Category 2: Independent interpretation of tests** • Independent interpretation of a test performed by

Finding – Invalid / Specificity Dx

Details:

Revise I739, Peripheral vascular disease, unspecified, to E1151, Type 2 diabetes mellitus with diabetic peripheral angiopathy without gangrene.

Documentation supports DM and PAD. These two conditions have an assumed relationship based on the "with" guideline.

Documentation:	**Assessment/Plan** 1. Type 2 diabetes mellitus with obesity (E11.69) follow A1c make adjustments to medication 2. HTN (hypertension) (I10) actually on the high end of normal so I do not think this is the cause of the lightheadedness/orthostasis certainly could be cardiac arrhythmia and we will have him see Cardiology 3. Intermittent lightheadedness (R42) cardiology consult for possible arrhythmias 4. CAD in native artery (I25.10) no chest pain at this time 5. Cardiomyopathy (I42.9) follow advice cardiology 6. PAD (peripheral artery disease) (I73.9) continue current medication 7. Mixed hyperlipidemia (E78.2) keep LDL less than 70 with proper diet exercise medication 8. Retina disorder (H35.9) follow ophthalmology 9. Orthostasis (I95.1) He is no longer lightheaded and wants to stop fludrocortisone and I explained the furosemide is a good diuretic for his cardiomyopathy if he has fluid overload and he will hold Brilinta before retinal surgery and will start taking Brilinta again when Cardiology clears him to
Reference:	OCG I.A.15., With, The word "with" or "in" should be interpreted to mean "associated with" or "due to" when it appears in a code title, the Alphabetic Index (either under a main term or subterm), or an instructional note in the Tabular List. The classification presumes a causal relationship between the two conditions linked by these terms in the Alphabetic Index or Tabular List. These conditions should be coded as related even in the absence of provider documentation explicitly linking them. Diabetes with Peripheral Angiopathy *Coding Clinic for ICD-10-CM/PCS*, Second Quarter 2018: Page 7 Question: The ICD-10-CM provides a combination code for diabetes with peripheral angiopathy. Coding professionals would like to know what constitutes "diabetic peripheral angiopathy" and if peripheral arteriosclerosis or peripheral vascular disease in a diabetic patient is considered peripheral angiopathy? Answer: Yes, peripheral arteriosclerosis is a type of angiopathy. Peripheral arteriosclerosis, peripheral vascular disease and peripheral arterial disease in a diabetic patient should be linked and coded as "diabetic peripheral angiopathy."

Finding – Added Dx

E&M Scoring:

Medical Decision Making (2021 EM Guidelines)		**Moderate**
Type and Number of Presenting Problems	*Moderate*	*2+ Stable chronic illness*
Management Options	*Moderate*	*Prescription drug management*
Amount and Complexity of Data		
History:		
History of Present Illness:	*None*	
Review of Systems:	*Complete*	*Constit; Eyes; ENMT; Cardio; Respiratory; GI; GU; Musculoskeletal; Integumentary; Neuro; Psych; Endocrine; Hem/Lymph; Allergy/Immuno;*
Past, Family, and Social History:	*Complete*	*Past;Family;Social;*
Physical Examination:	*Body Areas/Organ Systems (95)*	
Selected Elements	*Organ Systems - Constitutional; Organ Systems - Eyes; Organ Systems - Ears, nose, mouth and throat; Organ Systems - Cardiovascular; Organ Systems - Respiratory; Organ Systems - Gastrointestinal; Organ Systems - Genitourinary; Organ Systems -*	

	Musculoskeletal; Organ Systems - Skin; Organ Systems - Neurologic; Organ Systems - Psychiatric; Organ Systems - Hematologic/lymphatic/immunologic
Details:	Recommend adding: • E669, Obesity, unspecified • Z7902, Long term (current) use of antithrombotics/antiplatelets • Z7984, Long term (current) use of oral hypoglycemic drugs Documentation supports obesity. E1169 has a use additional code note to identify complication and a BMI code cannot be reported without an associated clinical condition. **E11.69 Type 2 diabetes mellitus with other specified complication** *Use additional* code to identify complication The section discussing orthostasis mentions the patient holding his Brilinta before retina surgery and restarting after cardiology clears him. This is an antiplatelet medication and affects the management of the patient. Category E11 has a use additional code note to identify control. The patient is on glimepiride and januvia.
Documentation:	**Assessment/Plan** 1. Type 2 diabetes mellitus with obesity (E11.69) follow A1c make adjustments to medication 2. HTN (hypertension) (I10) actually on the high end of normal so I do not think this is the cause of the lightheadedness/orthostasis certainly could be cardiac arrhythmia and we will have him see Cardiology 3. Intermittent lightheadedness (R42) cardiology consult for possible arrhythmias 4. CAD in native artery (I25.10) no chest pain at this time 5. Cardiomyopathy (I42.9) follow advice cardiology 6. PAD (peripheral artery disease) (I73.9) continue current medication 7. Mixed hyperlipidemia (E78.2) keep LDL less than 70 with proper diet exercise medication 8. Retina disorder (H35.9) follow ophthalmology 9. Orthostasis (I95.1) He is no longer lightheaded and wants to stop fludrocortisone and I explained the furosemide is a good diuretic for his cardiomyopathy if he has fluid overload and he will hold Brilinta before retinal surgery and will start taking Brilinta again when Cardiology clears him to glimepiride 4 mg oral tablet, 4 mg= 1 tab(s), Oral, daily, 1 refills Januvia 100 mg oral tablet, 100 mg= 1 tab(s), Oral, daily, 1 refills
Reference:	Body Mass Index *Coding Clinic for ICD-10-CM/PCS*, Fourth Quarter 2018: Page 77 Question: Is there a list of diagnosis codes that are associated with the body mass index (BMI) measurement codes? Can BMI codes be assigned without a corresponding documented diagnosis of overweight, obesity or morbid obesity from the provider? Answer: No, the provider must provide documentation of a clinical condition, such as overweight, obesity or morbid obesity, to justify reporting a code for the body mass index. As stated in the *Official Guidelines for Coding and Reporting*, Section I.B.14, the associated diagnosis (such as overweight or obesity) must be documented by the patient's provider. If the linkage between the BMI and a clinical condition is not clearly documented, query the provider for clarification. ICD-10-CM does not provide definitions or a list of diagnosis codes associated with BMI. OCG I.B.7, Multiple coding for a single condition, in addition to the etiology/manifestation convention that requires two codes to fully describe a single condition that affects multiple body systems, there are other single conditions that also require more than one code. "Use additional code" notes are found in the Tabular List at codes that are not part of an etiology/manifestation pair where a secondary code is useful to fully describe a condition. The sequencing rule is the same as the etiology/manifestation pair, "use additional code" indicates that a secondary code should be added, if known.

	OCG I.C.21.c.3., Status, A status code is informative, because the status may affect the course of treatment and its outcome.

Details of Finding(s)

Practice	Cullman Regional Family Care Clinic	**Review Date**	07/01/2021	**Reviewer**	Michele Brock
Patient Account Number	703404924	**Medical Record Number**	65723	**Date of Service**	05/11/2021
Provider	Noffsinger MD, Hansel	**Place Of Service**	22	**EM Guidelines**	2021
Provider Type	MD	**Financial Class**	BC/BS	**Coder**	WATERS, TAMMY H
		Payor Detail	BLUE CROSS OF ALABAMA		

Original ICD-10-CM Coding			Recommended ICD-10-CM Coding			Level 2 ICD-10-CM Coding		
Code	**Description**	**HCC**	**Code**	**Description**	**HCC**	**Code**	**Description**	**HCC**
Pro Fee Assigned								
I498	**OTHER SPECIFIED CARDIAC ARRHYTHMIAS**		**I10**	**ESSENTIAL (PRIMARY) HYPERTENSION**				
M797	FIBROMYALGIA							
M62830	MUSCLE SPASM OF BACK							
G43909	MIGRAINE, UNSPECIFIED, NOT INTRACTABLE, WITHOUT STATUS MIGRAINOSUS							
E6601	MORBID (SEVERE) OBESITY DUE TO EXCESS CALORIES	22						
M159	POLYOSTEOARTHRITIS, UNSPECIFIED							
Z9989	DEPENDENCE ON OTHER ENABLING MACHINES AND DEVICES							
I10	**ESSENTIAL (PRIMARY) HYPERTENSION**		**I498**	**OTHER SPECIFIED CARDIAC ARRHYTHMIAS**				
M545	LOW BACK PAIN							
M5030	OTHER CERVICAL DISC DEGENERATION, UNSPECIFIED CERVICAL REGION							
E039	HYPOTHYROIDISM, UNSPECIFIED							
S76319A	**STRAIN OF MUSCLE, FASCIA AND TENDON OF THE POSTERIOR MUSCLE GROUP AT THIGH LEVEL,**		**S76319D**	**STRAIN OF MUSCLE, FASCIA AND TENDON OF THE POSTERIOR MUSCLE GROUP AT THIGH LEVEL,**		**S76311D**	**STRAIN OF MUSCLE, FASCIA AND TENDON OF THE POSTERIOR MUSCLE GROUP AT THIGH LEVEL, RIGHT THIGH, SUBSEQUENT ENCOUNTER**	

	UNSPECIFIED THIGH, INITIAL ENCOUNTER			UNSPECIFIED THIGH, SUBSEQUENT ENCOUNTER			
					Z6841	BODY MASS INDEX [BMI]40.0-44.9, ADULT	22
					G8929	OTHER CHRONIC PAIN	
					Z791	LONG TERM (CURRENT) USE OF NON-STEROIDAL ANTI-INFLAMMATORIES (NSAID)	
					F329	MAJOR DEPRESSIVE DISORDER, SINGLE EPISODE, UNSPECIFIED	

Original CPT Coding		Recommended CPT Coding		Level 2 CPT Coding	
Code	**Description**	**Code**	**Description**	**Code**	**Description**
Pro Fee Assigned					
99215	OFFICE/OUTPATIENT FOR E/M ESTABLISHED PATIENT HIGH LEVEL MEDICAL DECISION MAKING 40-54 MIN			99214	OFFICE/OUTPATIENT FOR E/M ESTABLISHED PATIENT MODERATE LEVEL MEDICAL DECISION MAKING 30-39 MIN
99080	SPECIAL REPORTS/INSURANCE FORMS				
3074F	MOST RECENT SYSTOLIC BLOOD PRESSURE LESS THAN 130 MM HG (DM), (HTN, CKD, CAD)				
3079F	MOST RECENT DIASTOLIC BLOOD PRESSURE 80-89 MM HG (HTN, CKD, CAD) (DM)				

Findings

Level 2 Findings

Finding – Over Billed by One Level

E&M Scoring:

Medical Decision Making (2021 EM Guidelines)		**Moderate**
Type and Number of Presenting Problems	*Moderate*	*2+ Stable chronic illness*
Management Options	*Moderate*	*Prescription drug management*
Amount and Complexity of Data	*Moderate*	*Ordering of each unique test (5);*
History:		
History of Present Illness:	*Brief*	*Location; Timing;*
Review of Systems:	*Complete*	*Constit; Eyes; ENMT; Cardio; Respiratory; GI; GU; Musculoskeletal; Integumentary; Neuro; Psych; Endocrine; Hem/Lymph; Allergy/Immuno;*

Past, Family, and Social History:	*Complete*	*Past;Family;Social;*
Physical Examination:	*Body Areas/Organ Systems (95)*	
Selected Elements	*Organ Systems - Constitutional; Organ Systems - Eyes; Organ Systems - Ears, nose, mouth and throat; Organ Systems - Cardiovascular; Organ Systems - Respiratory; Organ Systems - Gastrointestinal; Organ Systems - Genitourinary; Organ Systems - Musculoskeletal; Organ Systems - Skin; Organ Systems - Neurologic; Organ Systems - Psychiatric; Organ Systems - Hematologic/lymphatic/immunologic*	

Details:

Revise 99215 to 99214. The overall MDM is moderate.

Presenting problem-Moderate (2+ stable chronic illnesses)
Data-Moderate (Ordered 5 unique tests)
Risk-Moderate (Prescription drug management)

A 99215 requires a presenting problem to be a severely exacerbated chronic illness or an acute or chronic illness or injury that poses a threat to life or bodily injury, extensive data, or high risk of morbidity from additional diagnostic testing or treatment (2 of 3 areas). Time is another way to support a level of service. Documenting 40-54 minutes of total time also supports a 99215.

Documentation:

Assessment/Plan

1. Use of cane as ambulatory aid (Z99.89)
   noted and we will get physical therapy as needed
2. POTS (postural orthostatic tachycardia syndrome) (I49.8)
   more stabilized as we go
3. HTN (hypertension) (I10)
   stable current meds
4. Fibromyalgia (M79.7)
   no easy answers
5. Chronic low back pain (M54.5)
   supportive meds
6. Back muscle spasm (M62.830)
   muscle relaxer
7. DDD (degenerative disc disease), cervical (M50.30)
   physical therapy
8. Migraines (G43.909)
   Aimovig
9. Hypothyroidism (E03.9)
   follow-up thyroid labs and treat
10. Morbid obesity (E66.01)
    weight loss with proper diet exercise and medication
11. Hamstring tendon rupture (S76.319A)
    status post repair she has supportive device on now
12. Generalized OA (M15.9)
    supportive meds weight loss
13. Encounter for long-term (current) use of NSAIDs (Z79.1)
    no evidence of bruising or bleeding follow renal function closely
14. Depression (F32.9)
    stable on current meds

CBC w/Diff/Plt (Requ...	Completed
Comprehensive Meta...	Completed
Magnesium Level (Re...	Completed
Return to Clinic (Requ...	Completed
T4 Free (Request)	Completed
TSH (Request)	Completed

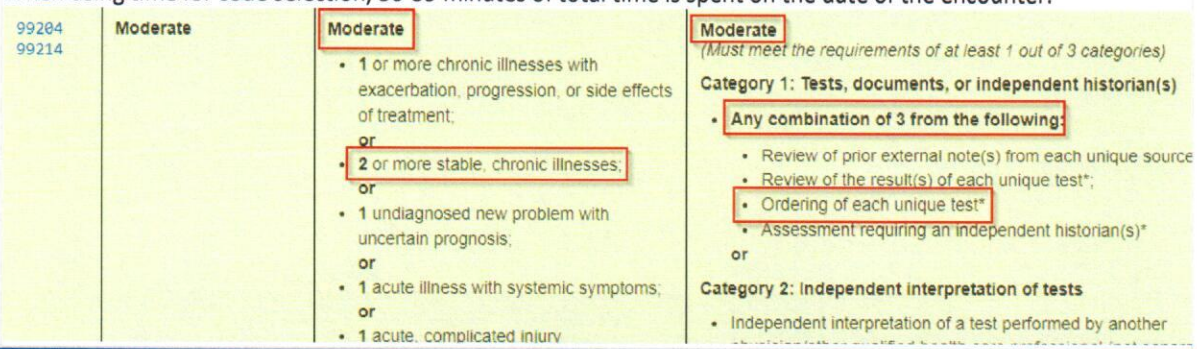
Reference:

CPT book:
99215-Office or other outpatient visit for the evaluation and management of an established patient, which requires a medically appropriate history and/or examination and high level of medical decision making.

When using time for code selection, 40-54 minutes of total time is spent on the date of the encounter.

99214-Office or other outpatient visit for the evaluation and management of an established patient, which requires a medically appropriate history and/or examination and moderate level of medical decision making.

When using time for code selection, 30-39 minutes of total time is spent on the date of the encounter.



99204 99214	**Moderate**	**Moderate** • **1** or more chronic illnesses with exacerbation, progression, or side effects of treatment; **or** • **2** or more stable, chronic illnesses; **or** • **1** undiagnosed new problem with uncertain prognosis; **or** • **1** acute illness with systemic symptoms; **or** • **1** acute, complicated injury	**Moderate** *(Must meet the requirements of at least 1 out of 3 categories)* **Category 1: Tests, documents, or independent historian(s)** • **Any combination of 3 from the following:** • Review of prior external note(s) from each unique source • Review of the result(s) of each unique test*; • Ordering of each unique test* • Assessment requiring an independent historian(s)* **or** **Category 2: Independent interpretation of tests** • Independent interpretation of a test performed by another

Finding – Invalid / Specificity Dx

Details:	Revise S76319D, Strain of muscle, fascia and tendon of the posterior muscle group at thigh level, unspecified thigh, subsequent encounter, to S76311D, Strain of muscle, fascia and tendon of the posterior muscle group at thigh level, right thigh, subsequent encounter. Documentation supports the laterality of the healing hamstring tendon rupture being right.
Documentation:	Procedure/Surgical History •Structure of **right** tendon of hamstring muscle (03/2021)
Reference:	OCG I.B.13. Laterality, Some ICD-10-CM codes indicate laterality, specifying whether the condition occurs on the left, right or is bilateral. If no bilateral code is provided and the condition is bilateral, assign separate codes for both the left and right side. If the side is not identified in the medical record, assign the code for the unspecified side.

Finding – Added Dx

Details:	Recommend adding: • Z6841, Body mass index [BMI]40.0-44.9, adult • G8929, Other chronic pain • Z791, Long term (current) use of non-steroidal anti-inflammatories (NSAID) • F329, Major depressive disorder, single episode, unspecified Category E66 has use additional code note to identify BMI. The BMI is 41.43. Documentation supports chronic low back pain. Chronic describes the type of pain. Documentation supports NSAID use and depression and evaluation of these condition/status.
Documentation:	Vitals & Measurements T: 97.5 °F (Tympanic) HR: 93 (Peripheral) BP: 110/85 SpO2: 96% HT: 65 in WT: 249 lb **BMI: 41.43**

Assessment/Plan

1. Use of cane as ambulatory aid (Z99.89)
   noted and we will get physical therapy as needed
2. POTS (postural orthostatic tachycardia syndrome) (I49.8)
   more stabilized as we go
3. HTN (hypertension) (I10)
   stable current meds
4. Fibromyalgia (M79.7)
   no easy answers
5. Chronic low back pain (M54.5)
   supportive meds
6. Back muscle spasm (M62.830)
   muscle relaxer
7. DDD (degenerative disc disease), cervical (M50.30)
   physical therapy
8. Migraines (G43.909)
   Aimovig
9. Hypothyroidism (E03.9)
   follow-up thyroid labs and treat
10. Morbid obesity (E66.01)
    weight loss with proper diet exercise and medication
11. Hamstring tendon rupture (S76.319A)
    status post repair she has supportive device on now
12. Generalized OA (M15.9)
    supportive meds weight loss
13. Encounter for long-term (current) use of NSAIDs (Z79.1)
    no evidence of bruising or bleeding follow renal function closely
14. Depression (F32.9)
    stable on current meds

Reference:

OCG IV.J. Code all documented conditions that coexist, code all documented conditions that coexist at the time of the encounter/visit, and require or affect patient care treatment or management. Do not code conditions that were previously treated and no longer exist. However, history codes (categories Z80-Z87) may be used as secondary codes if the historical condition or family history has an impact on current care or influences treatment.

OCG I.B.7, Multiple coding for a single condition, in addition to the etiology/manifestation convention that requires two codes to fully describe a single condition that affects multiple body systems, there are other single conditions that also require more than one code. "Use additional code" notes are found in the Tabular List at codes that are not part of an etiology/manifestation pair where a secondary code is useful to fully describe a condition. The sequencing rule is the same as the etiology/manifestation pair, "use additional code" indicates that a secondary code should be added, if known.

OCG I.C.21.c.3., Status, A status code is informative, because the status may affect the course of treatment and its outcome.

OCG I.C.6.b.1.b.i., Assigning Category G89 and Site-Specific Pain Codes, Codes from category G89 may be used in conjunction with codes that identify the site of pain (including codes from chapter 18) if the category G89 code provides additional information. For example, if the code describes the site of the pain, but does not fully describe whether the pain is acute or chronic, then both codes should be assigned.

Details of Finding(s)

Practice	Cullman Regional Family Care Clinic	**Review Date**	07/01/2021	**Reviewer**	Michele Brock
Patient Account Number	703412427	**Medical Record Number**	19713	**Date of Service**	06/07/2021
Provider	Noffsinger MD, Hansel	**Place Of Service**	22	**EM Guidelines**	2021
Provider Type	MD	**Financial Class**	MCR	**Coder**	WATERS, TAMMY H
		Payor Detail			

Original ICD-10-CM Coding			Recommended ICD-10-CM Coding			Level 2 ICD-10-CM Coding		
Code	**Description**	**HCC**	**Code**	**Description**	**HCC**	**Code**	**Description**	**HCC**
Pro Fee Assigned								
N503	**CYST OF EPIDIDYMIS**		**I10**	**ESSENTIAL (PRIMARY) HYPERTENSION**				
N433	HYDROCELE, UNSPECIFIED							
I10	**ESSENTIAL (PRIMARY) HYPERTENSION**		**N503**	**CYST OF EPIDIDYMIS**				
N200	CALCULUS OF KIDNEY							
						Z87891	PERSONAL HISTORY OF NICOTINE DEPENDENCE	

Original CPT Coding		Recommended CPT Coding		Level 2 CPT Coding	
Code	**Description**	**Code**	**Description**	**Code**	**Description**
Pro Fee Assigned					
99214	OFFICE/OUTPATIENT FOR E/M ESTABLISHED PATIENT MODERATE LEVEL MEDICAL DECISION MAKING 30-39 MIN			99213	OFFICE/OUTPATIENT FOR E/M ESTABLISHED PATIENT LOW LEVEL MEDICAL DECISION MAKING 20-29 MIN

Findings

Level 2 Findings

Finding – Over Billed by One Level

E&M Scoring:

Medical Decision Making (2021 EM Guidelines)		**Low**
Type and Number of Presenting Problems	*Low*	*1 Stable chronic illness*
Management Options	*Moderate*	*Prescription drug management*
Amount and Complexity of Data		
History:		
History of Present Illness:	*Brief*	*Location;*
Review of Systems:	*Complete*	*Constit; Eyes; ENMT; Cardio; Respiratory; GI; GU; Musculoskeletal; Integumentary; Neuro; Psych; Endocrine; Hem/Lymph; Allergy/Immuno;*

	Past, Family, and Social History:	*Complete*	*Past;Family;Social;*
	Physical Examination:	*Body Areas/Organ Systems (95)*	
	Selected Elements	*Organ Systems - Constitutional; Organ Systems - Eyes; Organ Systems - Ears, nose, mouth and throat; Organ Systems - Cardiovascular; Organ Systems - Respiratory; Organ Systems - Gastrointestinal; Organ Systems - Genitourinary; Organ Systems - Musculoskeletal; Organ Systems - Skin; Organ Systems - Neurologic; Organ Systems - Psychiatric; Organ Systems - Hematologic/lymphatic/immunologic*	

Details:

Revise 99214 to 99213. The overall MDM is low.

Presenting Problem-Low (acute uncomplicated illness, 1 stable chronic illness)
Data-None
Risk-Moderate (Prescription drug management)

DOS 6/7 states a urology referral was made, but the referral was actually made the month prior. The patient had already been seen by Dr. Noffsinger on 5/13 for a testicle mass anf LUQ pain and was referred to urology and an ultrasound. He was seen by urology on 5/20 and diagnosed with nephrolithiasis, hydrocele, epididymal cyst. Urology is managing these conditions with a plan for surgery.

Documentation:

Assessment/Plan
1. Epididymal cyst (N50.3)
   urology referral for ultrasound
2. Left hydrocele (N43.3)
   urology referral
3. HTN (hypertension) (I10)
   stable on current meds
4. Nephrolithiasis (N20.0)
   follow advice of Urology

Reference:

CPT book:
99214-Office or other outpatient visit for the evaluation and management of an established patient, which requires a medically appropriate history and/or examination and moderate level of medical decision making.

When using time for code selection, 30-39 minutes of total time is spent on the date of the encounter.

99213-Office or other outpatient visit for the evaluation and management of an established patient, which requires a medically appropriate history and/or examination and low level of medical decision making.

When using time for code selection, 20-29 minutes of total time is spent on the date of the encounter.

Finding – Added Dx

Details:

Documentation supports reporting additional code Z87891, Personal history of nicotine dependence.

Categories I10-I16 have a use additional code note to identify smoking status. The patient is a former smoker.

Documentation:

Tobacco - Denies Tobacco Use
Former smoker, quit more than 30 days ago, Cigarettes

Reference:

OCG I.B.7, Multiple coding for a single condition, in addition to the etiology/manifestation convention that requires two codes to fully describe a single condition that affects multiple body systems, there are other single conditions that also require more than one code. "Use additional code" notes are found in the Tabular List at codes that are not part of an etiology/manifestation pair where a secondary code is useful to fully describe a condition. The sequencing rule is the same as the etiology/manifestation pair, "use additional code" indicates that a secondary code should be added, if known.

Finding – Documentation Improvement

Details:	The chief complaint and HPI state that the patient is new, but he has been seen a few times.
Documentation:	Chief Complaint **new patient** today with epididymal cyst left hydrocele hypertension and nephrolithiasis History of Present Illness **New patient** today with epididymal cyst left hydrocele hypertension nephrolithiasis 6/7/2021 3:26 PM EDT Noffsinger MD, Hansel - ' 5/13/2021 12:47 PM EDT Noffsinger MD, Hansel 3/15/2021 7:12 PM EDT Noffsinger MD, Hansel - 12/1/2020 3:09 PM EST Noffsinger MD, Hansel -
Reference:	Documentation Improvement Opportunity

Details of Finding(s)

Practice	Cullman Regional Family Care Clinic	**Review Date**	07/01/2021	**Reviewer**	Michele Brock
Patient Account Number	703413418	**Medical Record Number**	6080	**Date of Service**	06/11/2021
Provider	Noffsinger MD, Hansel	**Place Of Service**	22	**EM Guidelines**	2021
Provider Type	MD	**Financial Class**	BC/BS	**Coder**	WATERS, TAMMY H
		Payor Detail	BLUE CROSS OF ALABAMA		

Original ICD-10-CM Coding			Recommended ICD-10-CM Coding			Level 2 ICD-10-CM Coding		
Code	**Description**	**HCC**	**Code**	**Description**	**HCC**	**Code**	**Description**	**HCC**
Pro Fee Assigned								
E6601	**MORBID (SEVERE) OBESITY DUE TO EXCESS CALORIES**	**22**	**J45909**	**UNSPECIFIED ASTHMA, UNCOMPLICATED**				
Z720	TOBACCO USE					F17290	NICOTINE DEPENDENCE, OTHER TOBACCO PRODUCT, UNCOMPLICATED	
J45909	**UNSPECIFIED ASTHMA, UNCOMPLICATED**		**E6601**	**MORBID (SEVERE) OBESITY DUE TO EXCESS CALORIES**	**22**			
			Z6836	**BODY MASS INDEX [BMI] 36.0-36.9, ADULT**				

Original CPT Coding		Recommended CPT Coding		Level 2 CPT Coding	
Code	**Description**	**Code**	**Description**	**Code**	**Description**
Pro Fee Assigned					
99203	OFFICE/OUTPATIENT FOR E/M NEW PATIENT LOW LEVEL MEDICAL DECISION MAKING 30-44 MINUTES			99204	OFFICE/OUTPATIENT FOR E/M NEW PATIENT MODERATE LEVEL MEDICAL DECISION MAKING 45-59 MINUTES

Findings

Level 2 Findings

Finding – Under Billed by One Level

E&M Scoring:

Medical Decision Making (2021 EM Guidelines)		**Moderate**
Type and Number of Presenting Problems	*Moderate*	*2+ Stable chronic illness*
Management Options	*Moderate*	*Prescription drug management*
Amount and Complexity of Data	*Moderate*	*Ordering of each unique test (6);*
History:		
History of Present Illness:	*Brief*	*Modifying factors;*

Review of Systems:	*Complete*	*Constit; Eyes; ENMT; Cardio; Respiratory; GI; GU; Musculoskeletal; Integumentary; Neuro; Psych; Endocrine; Hem/Lymph; Allergy/Immuno;*
Past, Family, and Social History:	*Complete*	*Past;Family;Social;*
Physical Examination:	*Body Areas/Organ Systems (95)*	
Selected Elements	*Organ Systems - Constitutional; Organ Systems - Eyes; Organ Systems - Ears, nose, mouth and throat; Organ Systems - Cardiovascular; Organ Systems - Respiratory; Organ Systems - Gastrointestinal; Organ Systems - Genitourinary; Organ Systems - Musculoskeletal; Organ Systems - Skin; Organ Systems - Neurologic; Organ Systems - Psychiatric; Organ Systems - Hematologic/lymphatic/immunologic*	

Details:

Revise 99203 to 99204. The overall MDM is moderate.

Presenting problem-Moderate (2+ stable chronic illnesses)
Data-Moderate (Ordered 6 unique tests)
Risk-Moderate (Prescription drug management)

Documentation:

Assessment/Plan

1. Morbid obesity (E66.01)
   weight loss with proper diet exercise medication
2. Vapes nicotine containing substance (Z72.0)
   encouraged to stop this
3. RAD (reactive airway disease) (J45.909)
   supportive meds for this

we will check labs as well

mometasone (Asman...	Prescribed	(200 mcg), Inhale, bid, # 13 g, 2 Refill(s), Type: Maintenance, Pharmacy: CULLMAN RI
montelukast (montel...	Prescribed	= 1 tab(s) (10 mg), Oral, qpm, # 90 tab(s), 1 Refill(s), Type: Maintenance, Pharmacy: C
albuterol (ProAir HFA ...	Prescribed	2 puff(s), Inhale, q6 hrs, PRN: wheezing, # 3 EA, 2 Refill(s), Type: Maintenance, Pharma
CBC w/Diff/Plt (Requ...	Completed	Morbid obesity | Vapes nicotine containing substance | RAD (reactive airway disease)
Comprehensive Meta...	Completed	Morbid obesity | Vapes nicotine containing substance | RAD (reactive airway disease)
Vitamin D Level (Requ...	Completed	Morbid obesity | Vapes nicotine containing substance | RAD (reactive airway disease)
T4 Free (Request)	Completed	Morbid obesity | Vapes nicotine containing substance | RAD (reactive airway disease)
TSH (Request)	Completed	Morbid obesity | Vapes nicotine containing substance | RAD (reactive airway disease)
Vitamin B12 Level (Re...	Completed	Morbid obesity | Vapes nicotine containing substance | RAD (reactive airway disease)

Reference:

CPT cook:
99203-Office or other outpatient visit for the evaluation and management of a new patient, which requires a medically appropriate history and/or examination and low level of medical decision making.

When using time for code selection, 30-44 minutes of total time is spent on the date of the encounter.

99204-Office or other outpatient visit for the evaluation and management of a new patient, which requires a medically appropriate history and/or examination and moderate level of medical decision making.

When using time for code selection, 45-59 minutes of total time is spent on the date of the encounter.

99204 99214	**Moderate**	**Moderate** • **1** or more chronic illnesses with exacerbation, progression, or side effects of treatment; **or** • **2** or more stable, chronic illnesses; **or** • **1** undiagnosed new problem with uncertain prognosis; **or** • **1** acute illness with systemic symptoms; **or** • **1** acute, complicated injury	**Moderate** *(Must meet the requirements of at least 1 out of 3 categories)* **Category 1: Tests, documents, or independent historian(s)** • **Any combination of 3 from the following:** • Review of prior external note(s) from each unique source*; • Review of the result(s) of each unique test*; • Ordering of each unique test* • Assessment requiring an independent historian(s)* **or** **Category 2: Independent interpretation of tests** • Independent interpretation of a test performed by another physician/other qualified health care professional (not separately

FILED
2026 Mar-05 AM 10:00
U.S. DISTRICT COURT
N.D. OF ALABAMA

Evid to Motion for Summary Judgment - Exhibit 34 - PART 7

Finding – Invalid / Specificity Dx	
Details:	Revise Z720, Tobacco use, to F17290, Nicotine dependence, other tobacco product, uncomplicated. Vaping is another term for e-cigarettes which is reported as "other tobacco product" per the referenced Coding Clinic.
Documentation:	History of Present Illness Here today for morbid obesity **nicotine vaping** and reactive airways disease and he has no complaints except he needs his medicines for his reactive airways disease **Assessment/Plan** 1. Morbid obesity (E66.01) weight loss with proper diet exercise medication 2. Vapes nicotine containing substance (Z72.0) encouraged to stop this 3. RAD (reactive airway disease) (J45.909) supportive meds for this we will check labs as well
Reference:	Use of electronic cigarettes ICD-10-CM/PCS Coding Clinic, Second Quarter ICD-10 2017 Page: 29 Effective with discharges: May 17, 2017 Question: The same patient as above is currently using e-cigarettes and has stopped smoking regular cigarettes. What codes should be assigned? Answer: Assign code F17.290, Nicotine dependence, other tobacco product, uncomplicated, to capture the use of e-cigarettes. In this case, code F17.210 would not be assigned, since the patient is no longer smoking regular cigarettes.

DETAIL OF ACCOUNTS REVIEWED

ACCOUNTS REVIEWED

Noffsinger MD, Hansel					
Account Number	**Medical Record Number**	**Date of Service**	**# CPT Codes**	**# E&M Codes**	**Findings**
194955	79443	05/13/2021	4	1	Added Dx; Documentation Improvement; Over Billed by One Level; Invalid / Specificity Dx
195389	38066	05/17/2021	0	1	Invalid / Specificity Dx; Added Dx (2)
703395195	63334	05/07/2021	0	1	Documentation Improvement; Over Billed by One Level
703395338	73106	05/25/2021	3	1	No Change
703399485	60196	04/20/2021	0	1	Over Billed by One Level
703401214	79713	05/05/2021	0	1	Over Billed by One Level; Documentation Improvement; Added Dx (2); Invalid / Specificity Dx
703402929	38825	06/10/2021	0	1	Invalid / Specificity Dx; Added Dx (3); Over Billed by One Level
703404924	65723	05/11/2021	3	1	Over Billed by One Level; Added Dx (4); Invalid / Specificity Dx
703412427	19713	06/07/2021	0	1	Added Dx; Documentation Improvement; Over Billed by One Level
703413418	6080	06/11/2021	0	1	Under Billed by One Level; Invalid / Specificity Dx
Number of Records Reviewed For Noffsinger MD, Hansel					10

Grand Total Accounts Reviewed	10

PHYSICIAN FEE SCHEDULE

Noffsinger MD, Hansel								
Account Number	Original		Level 1		RVU Diff	Level 2 Rec.		RVU Diff.
	CPT	Work RVU	CPT	Work RVU		CPT	Work RVU	
Pro Fee Assigned								
194955	99215	2.80		2.80	0.00	99214	1.92	-0.88
703395195	99215	2.80		2.80	0.00	99214	1.92	-0.88
703399485	99213	1.30		1.30	0.00	99212	0.70	-0.60
703401214	99215	2.80		2.80	0.00	99214	1.92	-0.88
703402929	99215	2.80		2.80	0.00	99214	1.92	-0.88
703404924	99215	2.80		2.80	0.00	99214	1.92	-0.88
703412427	99214	1.92		1.92	0.00	99213	1.30	-0.62
703413418	99203	1.60		1.60	0.00	99204	2.60	1.00

APPENDICES

APPENDIX ICD-10 CM SUMMARY

Dx	Description	Agree with Level 1	Missed Rec.	Revised Rec.	Revert to Original Code	Accuracy Rate
Z00- Z99	Factors influencing health status and contact with health services	6	9	0	0	40.00 %
E00- E89	Endocrine, nutritional and metabolic diseases	12	3	0	0	80.00 %
F01- F99	Mental, Behavioral and Neurodevelopmental disorders	4	2	0	0	67.00 %
R00- R99	Symptoms, signs and abnormal clinical and laboratory findings, not elsewhere classified	5	2	0	0	71.00 %
G00- G99	Nervous system	5	1	0	0	83.00 %
H60- H95	Ear and mastoid process	0	1	0	0	0.00 %
S00- T88	Injury, poisoning and certain other consequences of external causes	2	0	1	0	67.00 %
H00- H59	Eye and adnexa	2	0	0	0	100.00 %
I00- I99	Circulatory system	12	0	0	0	100.00 %
J00- J99	Respiratory system	2	0	0	0	100.00 %
K00- K95	Digestive system	1	0	0	0	100.00 %
M00- M99	Musculoskeletal system and connective tissue	6	0	0	0	100.00 %
N00- N99	Genitourinary system	4	0	0	0	100.00 %
V00- Y99	External causes of morbidity	2	0	0	0	100.00 %

APPENDIX CPT SUMMARY

CPT	Description	Agree with Level 1	Missed Rec.	Revised Rec.	Revert to Original Code	Accuracy Rate
30000- 32999	Surg: Respiratory System	6	0	0	0	100.00 %
80047- 89398	Pathology and Laboratory	1	0	0	0	100.00 %
99000- 99091	Med: Special Services, Procedures and Reports	3	0	0	0	100.00 %

APPENDIX MOD SUMMARY

MOD	Description	No Rec.	Additions	Deletions	Revisions	Accuracy Rate
E1- XU	Level II HCPCS/National Modifiers	0	1	0	0	0.00 %

Robert Lockwood

From: Stephens, Chasity
Sent: Tuesday, December 7, 2021 12:00 PM
To: Graves, Stacy
Cc: Land, Schinley
Subject: FW: Noffsinger

Hey Stacy,
They expect to be finished by the end of this week.

From: Stephens, Chasity
Sent: Tuesday, December 7, 2021 10:29 AM
To: Graves, Stacy <Stacy.Graves@cullmanregional.com>; Land, Schinley <Schinley.Land@cullmanregional.com>
Subject: RE: Noffsinger

It has not been complete but I'll prod them on it today.

From: Graves, Stacy <Stacy.Graves@cullmanregional.com>
Sent: Tuesday, December 7, 2021 9:05 AM
To: Land, Schinley <Schinley.Land@cullmanregional.com>; Stephens, Chasity <Chasity.Stephens@cullmanregional.com>
Subject: Noffsinger

Please tell me the audit it finished for Noffsinger's Oct charges? He is asking on the hour every hour.

Stacy Graves, RMA
Physician Practice Coordinator II
Cullman Regional Medical Group North
O: 256-735-5083
F: 256-735-5076
Stacy.graves@cullmanregional.com

CULLMAN REGIONAL

DEFENDANT'S EXHIBIT 25

Robert Lockwood

From: Brown, Pam
Sent: Wednesday, December 8, 2021 11:44 AM
To: Land, Schinley
Cc: Courtney, Lisa; Donaldson, Nesha
Subject: Re: Confidential

Sent from my iPhone

On Dec 8, 2021, at 11:26 AM, Land, Schinley <Schinley.Land@cullmanregional.com> wrote:

Pam,

Thank you for this information. I do have a few comments and questions. Those are:

- I would like to meet with the Surgical Arts team members tomorrow to discuss the transitions and severance for the two employees where roles are being eliminated. Is this something you are comfortable with me doing alone or does someone from HR need to be present?
  - If this is something you are comfortable with me doing, please let me know if there are any specific things I do need to make sure are included/shared with the team.

We need to do this together. See answers below.

-
  -
- For the 2 employees with eliminated positions:
  - Do we usually offer them a specified period of time to apply and obtain another position within CRMC? 30 days
  - When would any benefits they have terminate? All benefits except dental health and vision coverage end on term date. Health coverage will end on December 18.
  - How/when will they receive their last regular payroll check vs. the severance check? Last regular check will be for four days of this pay period plus any ETO payout. If they sign the Severance agreement depending on their age and associated revocation period, severance payments will begin following those dates on a regular pay period schedule.
  - Is there a consideration/revocation period for the severance agreement? If so, what is it? Dependent on age under or over 40, consideration period is 7 or 21 days with a 7-day revocation period.
-
  -

I am glad to talk through this by phone or in person if it would be easier.

-schinley

Schinley Land
Executive Director of Physician Services



Cullman Regional Medical Center
PO Box 1108
Cullman, AL 35056
Phone: 205-213-7790

From: Courtney, Lisa <Lisa.Courtney@cullmanregional.com>
Sent: Wednesday, December 8, 2021 11:00 AM
To: Brown, Pam <pam.brown@cullmanregional.com>; Land, Schinley <Schinley.Land@cullmanregional.com>
Cc: Donaldson, Nesha <Nesha.Donaldson@cullmanregional.com>
Subject: RE: Confidential

Anyone offered another position, we are not giving a severance to them.

We have held his bonus payments for a coding audit.

From: Brown, Pam <pam.brown@cullmanregional.com>
Sent: Wednesday, December 8, 2021 10:43 AM
To: Land, Schinley <Schinley.Land@cullmanregional.com>; Courtney, Lisa <Lisa.Courtney@cullmanregional.com>
Cc: Donaldson, Nesha <Nesha.Donaldson@cullmanregional.com>
Subject: Confidential
Importance: High

Lisa and Schinley,
Attached is the spreadsheet for Surgery Clinic. I calculated severance for the two employees whose positions will be eliminated, but added a column for potential severance cost in the event new assignments are refused. I will prepare the severance agreements and associated documents for Friday December 10. Let's discuss your timing and plan to move forward.

On a totally separate issue, Dr Noffsinger stopped to see me regarding his October and November bonus payments. Let's talk on that topic as well.
Thanks,
Pam

Robert Lockwood

From: Land, Schinley
Sent: Wednesday, December 8, 2021 2:18 PM
To: Courtney, Lisa
Subject: FW: Audit/Bonus Issues

Follow Up Flag: Follow up
Flag Status: Flagged

Notes from my coding/audit conversation with Dr. Noffsinger today.

-schinley

Schinley Land
Executive Director of Physician Services
Cullman Regional Medical Center
PO Box 1108
Cullman, AL 35056
Phone: 205-213-7790

From: Land, Schinley
Sent: Wednesday, December 8, 2021 2:16 PM
To: Noffsinger, Hansel <Hansel.Noffsinger@cullmanregional.com>
Subject: Audit/Bonus Issues

Dr. Noffsinger,

A summary of our discussion a moment ago is as follows:

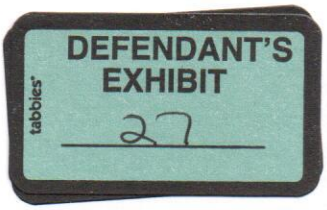
We are still awaiting the audit results from October coding. Since the audit has taken longer than expected and we use activity date rather than service date, any adjustments identified in the audit would actually be done during future months. I spoke with Lisa about this and recommended we go ahead and pay out your monthly productivity bonuses due. Any corrections needed, as identified by the auditors, would be adjusted as they are made on the patient accounts and be reflected on future calculations. Per the w/RVU reports for 10.01.2021-10.31.2021 and 11.01.2021-11.30.2021, the following settlements/productivity bonuses are due to you:

Month	w/RVUs	w/RVUs over 423.75 base	Bonus Due
October	803.75	380	$19,000.00
November	718.58	294.83	$14,741.50
TOTAL	1522.33	674.83	$33,741.50

Since we talked and you and I agree on these calculations, I have submitted these bonus amounts for review and approval. I will let you know as soon as I get confirmation on when the check(s) will be ready for you.

-schinley

Schinley Land
Executive Director of Physician Services
Cullman Regional Medical Center
PO Box 1108
Cullman, AL 35056



Robert Lockwood

From: Stephens, Chasity
Sent: Tuesday, December 14, 2021 2:15 PM
To: Courtney, Lisa; Graves, Stacy; Land, Schinley
Subject: Dr. Noffsinger Audit Results
Attachments: CULLP Noffsinger MD.pdf

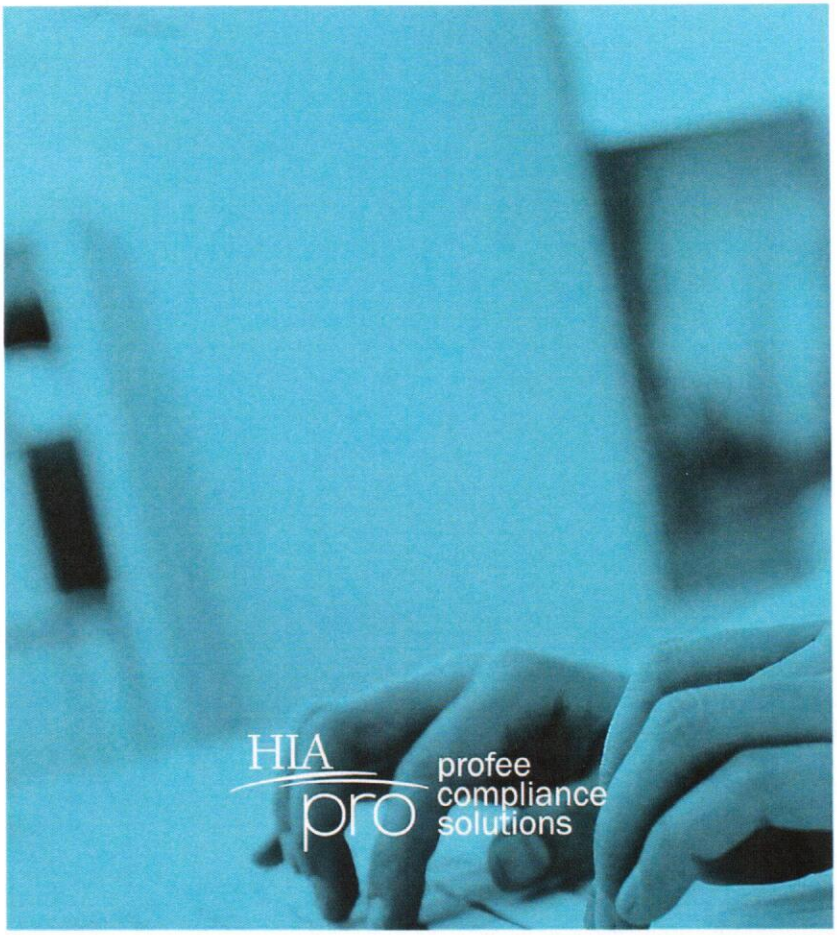
Importance: High

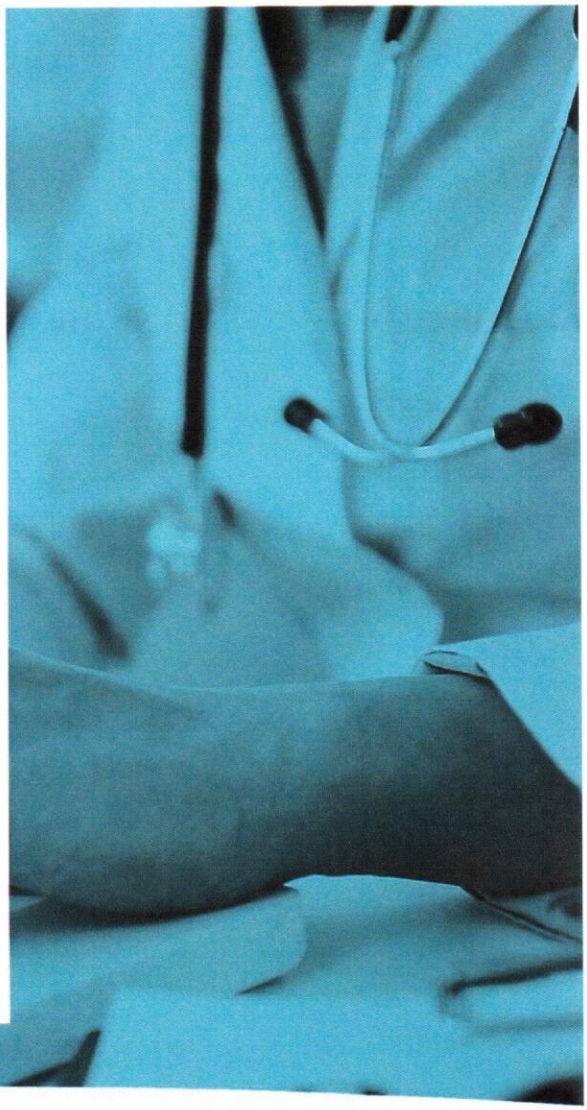
Attached are the audit results.

Chasity Stephens
Revenue Cycle Manager
Physician Billing Office
PO Box 2895
Cullman, AL 35056
Office: 256-735-5071
Fax: 256-801-7626
chasity.stephens@cullmanregional.com

CULLMAN

DEFENDANT'S EXHIBIT 28

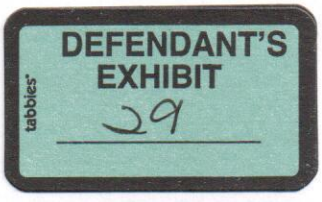




Compliance Review Report

PRO-R-CULLP-202112-Noffsinger – CONFIDENTIAL

CULLMAN REGIONAL MEDICAL CENTER- PROFEE
NOFFSINGER MD, HANSEL



THE PEOPLE BEHIND THE NUMBERS™

Contents

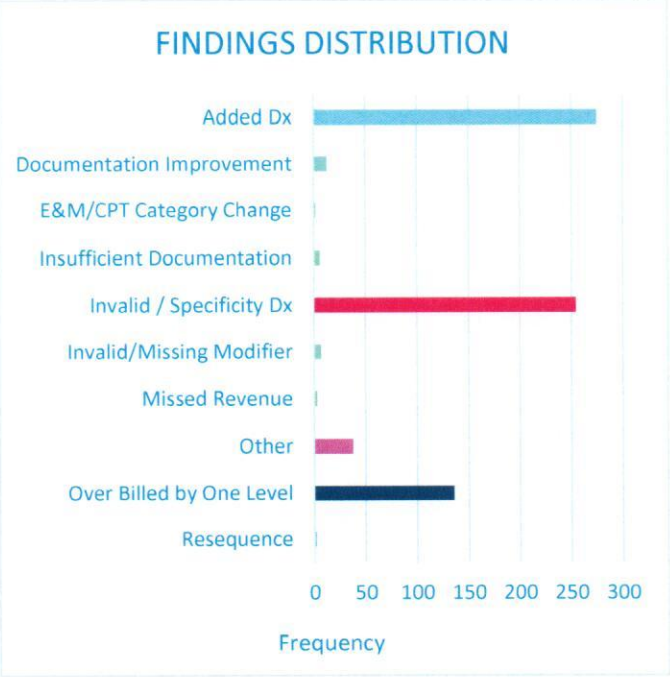
COMPLIANCE REVIEW FINDINGS 3
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DIAGNOSIS SUMMARY 6
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COMPLIANCE REVIEW FINDINGS

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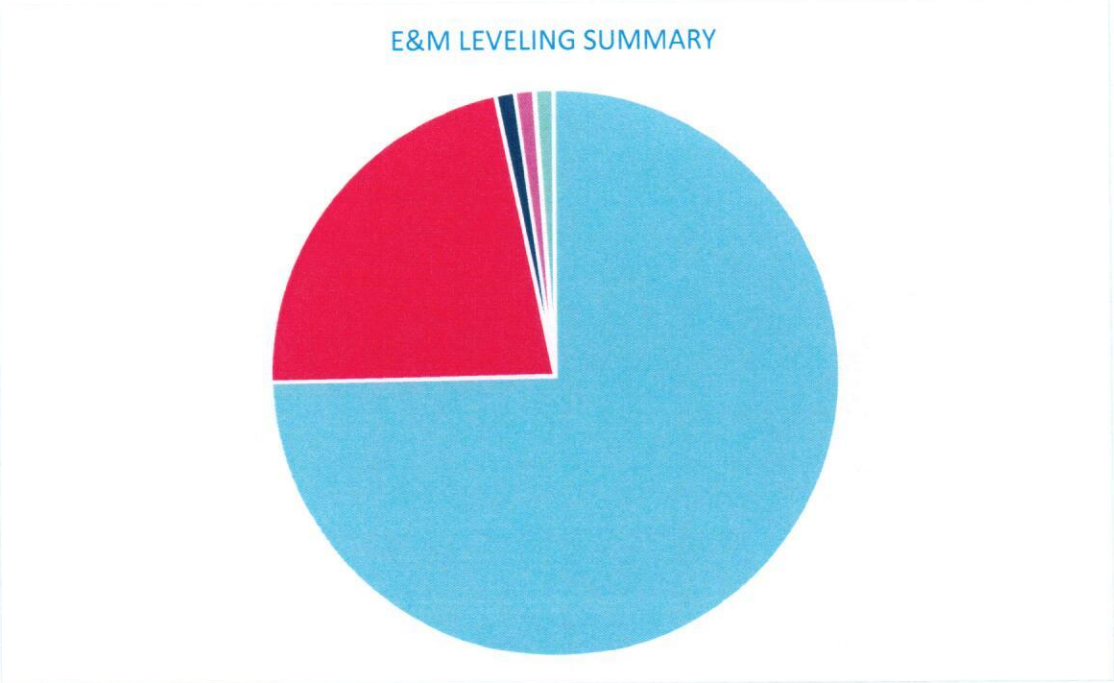
Records Reviewed	178
Records With Findings	178
Records Without Findings	0

Pro Fee Assigned	
DESCRIPTION	FREQUENCY
Added Dx	275
Invalid / Specificity Dx	255
Over Billed by One Level	136
Other	38
Documentation Improvement	13
Invalid/Missing Modifier	7
Insufficient Documentation	6
Missed Revenue	3
E&M/CPT Category Change	2
Resequence	2



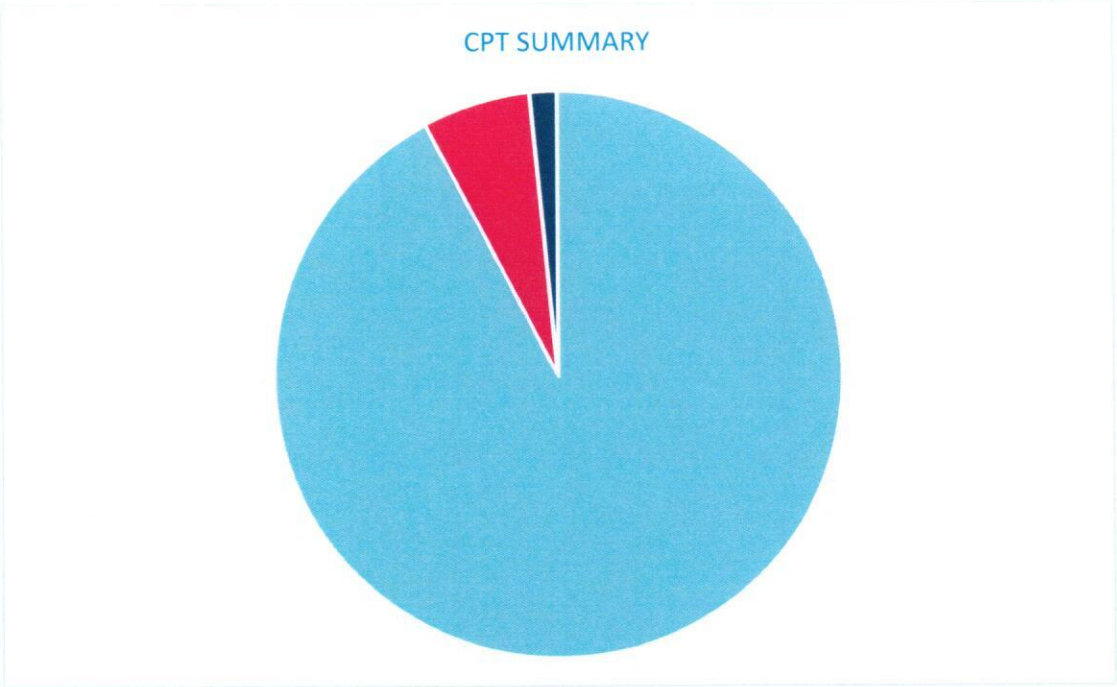
E&M LEVELING SUMMARY

Pro Fee Assigned		
DESCRIPTION	FREQUENCY	% of Pro Fee Assigned
Over Billed by One Level	136	74.73 %
No Change	40	21.98 %
E&M/CPT Category Change	2	1.10 %
Insufficient Documentation	2	1.10 %
Missed Revenue	2	1.10 %
	182	



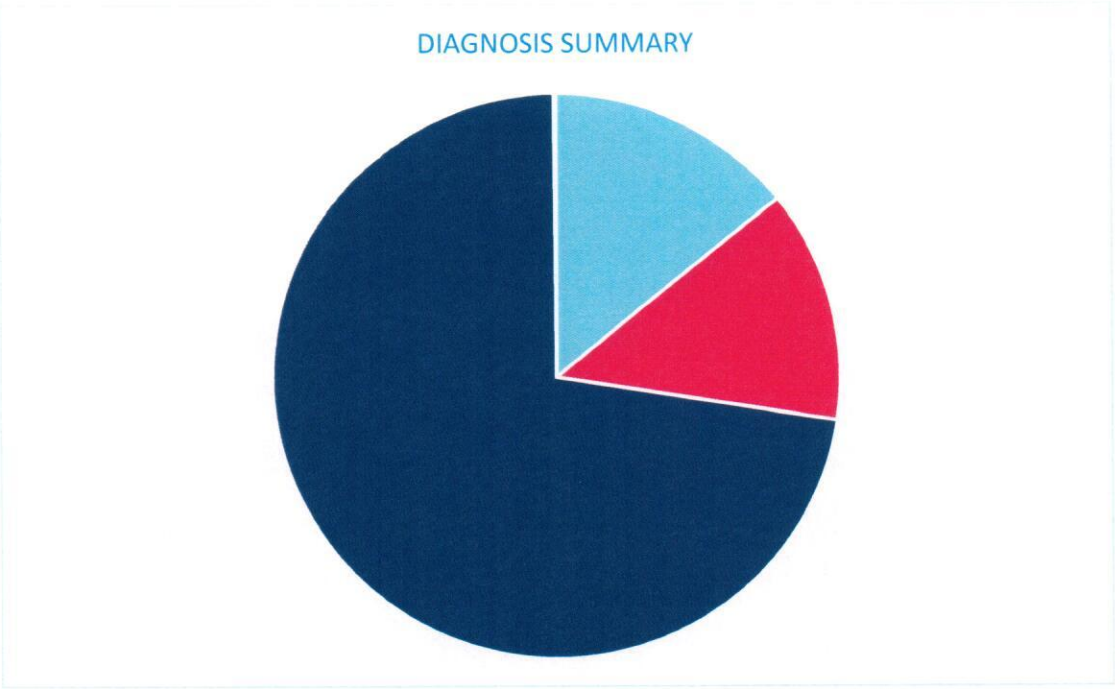
CPT SUMMARY

Pro Fee Assigned		
DESCRIPTION	FREQUENCY	% of Pro Fee Assigned
No Change	60	92.31 %
Insufficient Documentation	4	6.15 %
Missed Revenue	1	1.54 %
	65	



DIAGNOSIS SUMMARY

Pro Fee Assigned		
DESCRIPTION	FREQUENCY	% of Pro Fee Assigned
Added Dx	275	14.26 %
Invalid / Specificity Dx	255	13.23 %
No Change	1396	72.41 %
Resequence	2	0.10 %
	1928	



Robert Lockwood

From: Land, Schinley
Sent: Friday, February 18, 2022 11:48 AM
To: Stephens, Chasity
Subject: RE: Dr. Noffsinger Audit Results

Follow Up Flag: Follow up
Flag Status: Flagged

Thank you.

-schinley

Schinley Land
Executive Director of Physician Services
Cullman Regional Medical Center
1912 Alabama Highway 157
Cullman, AL 35058
Phone: 205-213-7790

From: Stephens, Chasity <Chasity.Stephens@cullmanregional.com>
Sent: Friday, February 18, 2022 11:48 AM
To: Land, Schinley <Schinley.Land@cullmanregional.com>
Subject: RE: Dr. Noffsinger Audit Results

Thank you, that helps very much. I'll get the ball rolling to have a review meeting.

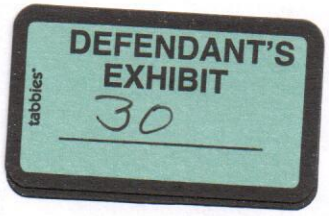
From: Land, Schinley <Schinley.Land@cullmanregional.com>
Sent: Friday, February 18, 2022 11:41 AM
To: Stephens, Chasity <Chasity.Stephens@cullmanregional.com>
Subject: RE: Dr. Noffsinger Audit Results

No, I have not reviewed the results with him. He and I talked and I shared his initial audit findings were too high. I speculated that he had too many level 5s on stable patients but advised that I am not a coder and would look forward to learning from the results. He did make changes but still expects to sit down with the coder to discuss. He was also looking forward to learning what is needed.

-schinley

Schinley Land
Executive Director of Physician Services
Cullman Regional Medical Center
1912 Alabama Highway 157
Cullman, AL 35058
Phone: 205-213-7790

From: Stephens, Chasity <Chasity.Stephens@cullmanregional.com>
Sent: Friday, February 18, 2022 10:28 AM



To: Land, Schinley <Schinley.Land@cullmanregional.com>
Subject: FW: Dr. Noffsinger Audit Results
Importance: High

Lisa told me (just this morning) that you had reviewed everything with him. I remember there were concerns about his reaction. Would you let me know how we should proceed?

From: Stephens, Chasity
Sent: Tuesday, December 14, 2021 2:15 PM
To: Courtney, Lisa <Lisa.Courtney@cullmanregional.com>; Graves, Stacy <Stacy.Graves@cullmanregional.com>; Land, Schinley <Schinley.Land@cullmanregional.com>
Subject: Dr. Noffsinger Audit Results
Importance: High

Attached are the audit results.

Chasity Stephens
Revenue Cycle Manager
Physician Billing Office
PO Box 2895
Cullman, AL 35056
Office: 256-735-5071
Fax: 256-801-7626
chasity.stephens@cullmanregional.com

CULLMAN

Robert Lockwood

From:	Stephens, Chasity
Sent:	Friday, February 25, 2022 10:39 AM
To:	Land, Schinley; Graves, Stacy
Cc:	Waters, Tammy
Subject:	FW: Dr. Noffsinger Audit Review
Attachments:	Dr. Noffsinger 2nd 2021 Audit Review Notes 2-28-22.docx

Hi Schinley and Stacy,

Tammy prepared the attached document for our meeting with Dr. Noffsinger Monday. Please share with him in advance if you think that would be helpful to the conversation.

Thank you!
Chasity

From: Waters, Tammy <Tammy.Waters@cullmanregional.com>
Sent: Friday, February 25, 2022 10:30 AM
To: Stephens, Chasity <Chasity.Stephens@cullmanregional.com>
Subject: Dr. Noffsinger Audit Review

Thank you,
Tammy Waters, CCA, CCS-P
Outpatient Coder II
Cullman Regional Medical Group
Tel: (256)737-2154
Fax: (256)801-7626

CULLMAN
REGIONAL

DEFENDANT'S EXHIBIT 31

FILED
2026 Mar-05 AM 10:00
U.S. DISTRICT COURT
N.D. OF ALABAMA

Evid to Motion for Summary Judgment - Exhibit 34 - PART 8

Dr. Noffsinger 2nd Audit 2021

(Page 1 of 3)

Of the 178 records reviewed top three findings:

- Added diagnosis
- Invalid/specificity diagnosis
- Over billed by one level (this has improved since audit)

1. **Added diagnosis:** The most frequently added were:

- BMI-this is always reported when E66=obesity is reported
- Nicotine status
- Insulin or oral medication for diabetes

2. **Invalid/Specificity Diagnosis:**

- I10/I50.9 - If documentation supports HTN and heart failure, these two codes have an assumed relationship requiring HTN to be coded as I11.0.
- E10.9/neuropathy – would be reported as E10.42=diabetes with neuropathy
- Documented smokes cigarettes (F17.210), but F17.200 was reported=nicotine dependence unsp.
- R39.9=unsp. s/s involving genitourinary system is reported, documentation is for R35.0=urinary frequency and R30.0=dysuria
- F11.90=opiod use, unsp. Is reported, should report Z79.891=long term (current) use of opiate. Auditor states " only report "F" code when provider documents associated substance related disorder or medical condition.
- F32.9=Major depressive disorder is reported, should report F32.A=depression unspec. Unless documentation supports MDD (I have noticed with the month of February I have seen some changes in this documentation)
- No need to report symptoms of a reported diagnosis. If a joint condition is documented/reported do not report the pain associated with it: M23.8X1=other internal derangements of right knee is reported; no need to report M25.561=pain in right knee. If HTN/COPD are reported do not report any edema

When reporting J44.9=COPD do not report J45.909=asthma unless specified type of asthma is documented.

- Need to select diagnosis code that corresponds to documentation: E07.89=other specified disorders of thyroid is reported, documentation supports E03.9=hypothyroidism. Reported I50.30=unspecified diastolic CHF; documented I51.89=diastolic dysfunction

- Laterality needs to always be coded/documented: majority of the time the documentation is there to support side of the body, but the diagnosis codes do not always match. Usually only one side is coded when bilateral has been documented.

3. Miscellaneous notes/Documentation:

- If pre-procedure exam is done always report the Z01.818-pre-procedure exam as the primary diagnosis.
- Patients cannot be reported as a new patient if previously seen in the hospital by a provider in the same practice
- Conflicting documentation: provider documents U07.1=positive COVID, but the result for the COVID test is documented as "negative". Coder did not report U07.1, it was changed to Z20.828. Provider reports N39.0=UTI, but documentation supports history of recurrent UTI=Z87.440 due to no mention of current UTI
- Procedures: must include separate documentation for any extra procedures done. Need a few sentences stating that the patient was given information regarding the procedure and that patients consent was given to proceed. Document the procedure that was done and how the patient tolerated. Example of extra procedure: skin tag removal, trigger point
- Do not report diagnosis that are "resolved"
- Do not report screening diagnosis if the procedure is not performed: Z01.419=encounter for GYN examination-patient was referred to GYN
- Medical Record Cloning (copy/paste)" documentation that is worded exactly like previous entries": We have two sets of Review of systems documented. The first set seems to never have any changes listed, example: first set documented with "no joint pain, no muscle pain, no swelling, no gait changes, no spine pain"; documented patient with chronic low back pain with left-sided sciatica. 2nd example: documented "here today with chronic cough", but documented under "Review of Systems" =Respiratory: "no cough" and we also reported R05=unspecified cough should've reported R05.3=chronic cough.
- Obstetric patients: If problems not complicating pregnancy must document that pregnancy is incidental, otherwise must report "O" codes for each diagnosis complicating pregnancy.
- Missed revenue: J3301 Kenalog ordered but did not flow over to claim

Reporting Discrepancies Outside of the Audit

1. Reporting of amputation: if the amputation is not due to an accident these need coded to "absence of _____", example: amputation of toe of left foot was reported as S98.132A; should have been Z89.422 because documented related to osteomyelitis. **Special Note:** If an accident has occurred, we must have the following documentation in order to properly & accurately report the injury: **how** accident happened, **where** accident happened and **when** (date if possible) accident happened because a date has to be reported on the claim.
2. Z92.29=personal history of other drug therapy is being reported for completed COVID vaccines. There is currently no reporting code available. This is not reported at this time.
3. Sequencing Diagnosis Codes: Do not list any "F" code or obesity "E" code as primary when other diagnoses are documented.
4. Noticed a few injections on claims with no administration code (96372). Here are couple encounters that this has happened with recently:

- 703509798
- 703466789

5. When diabetes is documented please verify that the last A1c is documented. This must be reported to some insurances.

Robert Lockwood

From: Courtney, Lisa
Sent: Thursday, February 24, 2022 9:41 AM
To: Graves, Stacy; Land, Schinley
Subject: RE: Noffsinger Numbers

Pretty sure after I'm done today he will.

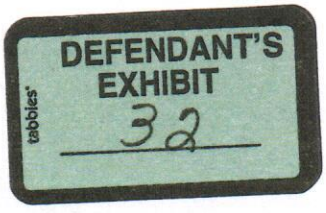
From: Graves, Stacy <Stacy.Graves@cullmanregional.com>
Sent: Thursday, February 24, 2022 9:41 AM
To: Courtney, Lisa <Lisa.Courtney@cullmanregional.com>; Land, Schinley <Schinley.Land@cullmanregional.com>
Subject: RE: Noffsinger Numbers

I know but you can not make him believe that, I have tried

From: Courtney, Lisa <Lisa.Courtney@cullmanregional.com>
Sent: Thursday, February 24, 2022 9:39 AM
To: Land, Schinley <Schinley.Land@cullmanregional.com>; Graves, Stacy <Stacy.Graves@cullmanregional.com>
Subject: Noffsinger Numbers

FYI - At this point in the month of Sept – January, he is above where he has ever been other than Nov and it's pretty much the same.

	Sept	Oct	Nov	Dec	Jan	Feb
Noffsinger	315	292	360	324	305	358



CULLMAN
REGIONAL

[illegible] Highway 157
[illegible] • Cullman, AL 35056-1108
[illegible]
www.CullmanRegional.com

October 6, 2021

Hansel Noffsinger, MD
Cullman Regional Primary Care Clinic
Professional Building 1, Suite 450
Cullman, AL 35058

RE: Outstanding Reappointment Application Items

Dear Dr. Noffsinger:

The Credentials Committee met on Tuesday, October 5, 2021. Your re-appointment application was found to be incomplete. The Medical Staff Office made attempts to retrieve missing items from you and/or your office manager. Your re-appointment application has been approved by the Credentials Committee contingent on the Medical Staff Office receiving the missing items by **Monday, October 18th at 12:00 pm.** Please submit the following information to the Cullman Regional Medical Staff Office:

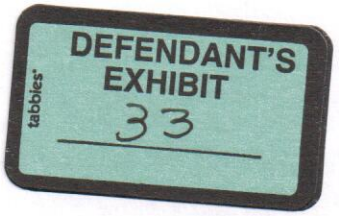
- 2019-2020 CME's

The Medical Executive Committee will meet on October 18, 2021. If the missing items are not received, your privileges will expire on November 2, 2021.

If you have any questions or need additional information, please call our Medical Staff Office at 256-737-2585.

Sincerely,

CRMC Credentialing Committee



Robert Lockwood

From: Land, Schinley
Sent: Monday, August 9, 2021 6:28 PM
To: Graves, Stacy
Subject: FW: FCN Outstanding July documentation

Stacy,

Thursday, outstanding claims was a point of discussion on the RCAT call. While I know Dr. Noffsinger finalizes his notes each weekend, the listing below is what they shared as outstanding charges. You will see that Nicole has some around two weeks old and Dr. Noffsinger has many from mid-July. I am not certain on if this are all provider delays or if some are injections/nurse visits that need to be finalized. Either way, please connect with the teams to ensure these are brought current (if they haven't already) and remain up to date. For most of our primary care providers, the lag should be 1 day with 3 as the maximum. For Dr. Noffsinger, we have made an exception due to this volume and extend it to 7 days.

Please let me know if you are your team have questions or concerns about his request. Also, please let me know when these are resolved.

-schinley

Schinley Land
Executive Director of Physician Services
Cullman Regional Medical Center
PO Box 1108
Cullman, AL 35056
Phone: 205-213-7790

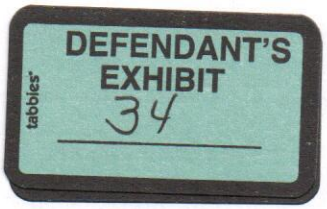
From: Stephens, Chasity
Sent: Thursday, August 5, 2021 2:27 PM
To: Land, Schinley <Schinley.Land@cullmanregional.com>
Subject: FW: FCN Outstanding July documentation

Please let me know if anything more is needed. Thanks for your help in everything!

From: Waters, Tammy
Sent: Thursday, August 5, 2021 2:26 PM
To: Stephens, Chasity <Chasity.Stephens@cullmanregional.com>
Subject: FCN Outstanding July documentation

Chasity,
Here is the list of outstanding notes for FCN

N. Mangum



Robert Lockwood

From: Land, Schinley
Sent: Friday, September 9, 2022 8:34 AM
To: Courtney, Lisa
Subject: FW: Notes Needed-Dr. Noffsinger 2nd Notice

Follow Up Flag: Follow up
Flag Status: Flagged

-schinley

Schinley Land
Executive Director of Physician Services
Cullman Regional Medical Center
1912 Alabama Highway 157
Cullman, AL 35058
Phone: 205-213-7790

From: Land, Schinley <Schinley.Land@cullmanregional.com>
Sent: Monday, November 29, 2021 2:39 PM
To: Noffsinger, Hansel <Hansel.Noffsinger@cullmanregional.com>
Subject: Fwd: Notes Needed-Dr. Noffsinger 2nd Notice

Hey, Dr. Noffsinger, Billing sent me the list below of encounters that need notes. I know you usually complete notes over the weekend but some of these dates are greater than a week old. Please go ahead and finish the notes for these encounters. They assure me the audit info for October will be done soon so we can get this all addressed and move forward.

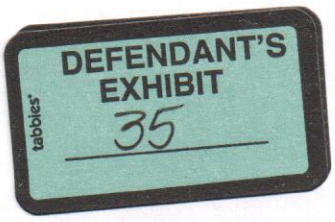
-schinley
Sent from my iPhone

Begin forwarded message:

From: "Waters, Tammy" <Tammy.Waters@cullmanregional.com>
Date: November 29, 2021 at 11:20:54 AM CST
To: "Graves, Stacy" <Stacy.Graves@cullmanregional.com>
Cc: "Stephens, Chasity" <Chasity.Stephens@cullmanregional.com>, "Land, Schinley" <Schinley.Land@cullmanregional.com>
Subject: FW: Notes Needed-Dr. Noffsinger 2nd Notice

Second notice on the below list of notes.

Thank you.
Tammy Waters, CCA, CCS-P
Outpatient Coder II
Cullman Regional Medical Group



Tel: (256)737-2154
Fax: (256)801-7626

CULLMAN
REGIONAL

From: Waters, Tammy
Sent: Monday, November 22, 2021 1:55 PM
To: Graves, Stacy <Stacy.Graves@cullmanregional.com>
Cc: Stephens, Chasity <Chasity.Stephens@cullmanregional.com>
Subject: Notes Needed-Dr. Noffsinger 1st Notice

Attending Provider: Noffsinger MD, Hansel

Sort: Priority ○ Ascending ◉ Descending

Status Date	Status	Owner	Description
11/10/2021	Coding 7-Day Review, AC: ...	TW-Pending Documentation	[redacted]
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Attending Provider: Noffsinger MD, Hansel

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Attending Provider | Noffsinger MD, Hansel

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Thank you,

Tammy Waters, CCA, CCS-P
Outpatient Coder II
Cullman Regional Medical Group
Tel: (256)737-2154
Fax: (256)801-7626

CULLMAN REGIONAL

Robert Lockwood

From: Waters, Tammy
Sent: Monday, November 29, 2021 2:44 PM
To: Graves, Stacy
Cc: Stephens, Chasity; Land, Schinley
Subject: RE: Notes Needed-Dr. Noffsinger 2nd Notice

Thank you

Thank you,
Tammy Waters, CCA, CCS-P
Outpatient Coder II
Cullman Regional Medical Group
Tel: (256)737-2154
Fax: (256)801-7626

CULLMAN REGIONAL

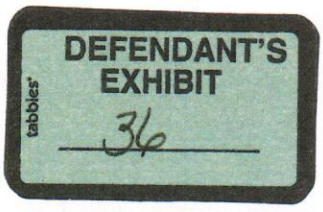
From: Graves, Stacy
Sent: Monday, November 29, 2021 2:42 PM
To: Waters, Tammy <Tammy.Waters@cullmanregional.com>
Cc: Stephens, Chasity <Chasity.Stephens@cullmanregional.com>; Land, Schinley <Schinley.Land@cullmanregional.com>
Subject: RE: Notes Needed-Dr. Noffsinger 2nd Notice

He is off this week, but has called me a couple of times today, with questions about the computer so he is working during his vacation.

From: Waters, Tammy <Tammy.Waters@cullmanregional.com>
Sent: Monday, November 29, 2021 11:21 AM
To: Graves, Stacy <Stacy.Graves@cullmanregional.com>
Cc: Stephens, Chasity <Chasity.Stephens@cullmanregional.com>; Land, Schinley <Schinley.Land@cullmanregional.com>
Subject: FW: Notes Needed-Dr. Noffsinger 2nd Notice

Second notice on the below list of notes.

Thank you,
Tammy Waters, CCA, CCS-P
Outpatient Coder II
Cullman Regional Medical Group
Tel: (256)737-2154
Fax: (256)801-7626



CULLMAN
REGIONAL

From: Waters, Tammy
Sent: Monday, November 22, 2021 1:55 PM
To: Graves, Stacy <Stacy.Graves@cullmanregional.com>
Cc: Stephens, Chasity <Chasity.Stephens@cullmanregional.com>
Subject: Notes Needed-Dr. Noffsinger 1st Notice

Attending Provider: Noffsinger MD, Hansel

Sort: Priority ◯ Ascending ◉ Descending

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Attending Provider | Noffsinger MD, Hansel

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11/19/2021	Coding 7-Day Review, AC: ...	TW-Pending Documentation	
11/19/2021	Coding 7-Day Review, AC: ...	TW-Pending Documentation	
11/19/2021	Coding 7-Day Review, AC: ...	TW-Pending Documentation	
11/19/2021	Coding 7-Day Review, AC: ...	TW-Pending Documentation	
11/19/2021	Coding 7-Day Review, AC: ...	TW-Pending Documentation	
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11/19/2021	Coding 7-Day Review, AC: ...	TW-Pending Documentation	
11/19/2021	Coding 7-Day Review, AC: ...	TW-Pending Documentation	
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11/19/2021	Coding 7-Day Review, AC: ...	TW-Pending Documentation	
11/19/2021	Coding 7-Day Review, AC: ...	TW-Pending Documentation	

Thank you,
Tammy Waters, CCA, CCS-P
Outpatient Coder II
Cullman Regional Medical Group
Tel: (256)737-2154
Fax: (256)801-7626

CULLMAN
REGIONAL

Robert Lockwood

From: Courtney, Lisa
Sent: Wednesday, December 22, 2021 4:19 PM
To: Stephens, Chasity
Subject: RE: Missing Documentation

I'm on him.

From: Stephens, Chasity <Chasity.Stephens@cullmanregional.com>
Sent: Wednesday, December 22, 2021 4:09 PM
To: Courtney, Lisa <Lisa.Courtney@cullmanregional.com>
Subject: FW: Missing Documentation

This is pitiful. All these are part of the DNFB, too. ☹

From: Waters, Tammy <Tammy.Waters@cullmanregional.com>
Sent: Tuesday, December 21, 2021 3:15 PM
To: Graves, Stacy <Stacy.Graves@cullmanregional.com>
Cc: Stephens, Chasity <Chasity.Stephens@cullmanregional.com>
Subject: Missing Documentation

Stacy,
Dr. Noffsinger's claims beginning date 12/6/21 to 12/16/21 missing documentation

Nichole Mangum is caught up to 12/20/21

Thank you,
Tammy Waters, CCA, CCS-P
Outpatient Coder II
Cullman Regional Medical Group
Tel: (256)737-2154
Fax: (256)801-7626

CULLMAN
REGIONAL

DEFENDANT'S EXHIBIT 37

Robert Lockwood

From: Waters, Tammy
Sent: Monday, December 27, 2021 10:27 AM
To: Graves, Stacy
Cc: Stephens, Chasity; Land, Schinley
Subject: FW: Missing Documentation

Stacy,
Do we have an update on Dr. Noffsinger' s notes from 12/6/21 to 12/16/21.

Thank you,
Tammy Waters, CCA, CCS-P
Outpatient Coder II
Cullman Regional Medical Group
Tel: (256)737-2154
Fax: (256)801-7626

CULLMAN
REGIONAL

From: Waters, Tammy
Sent: Tuesday, December 21, 2021 3:15 PM
To: Graves, Stacy <Stacy.Graves@cullmanregional.com>
Cc: Stephens, Chasity <Chasity.Stephens@cullmanregional.com>
Subject: Missing Documentation

Stacy,
Dr. Noffsinger's claims beginning date 12/6/21 to 12/16/21 missing documentation

Nichole Mangum is caught up to 12/20/21

Thank you,
Tammy Waters, CCA, CCS-P
Outpatient Coder II
Cullman Regional Medical Group
Tel: (256)737-2154
Fax: (256)801-7626

CULLMAN
REGIONAL

DEFENDANT'S EXHIBIT 38

FILED
2026 Mar-05 AM 10:00
U.S. DISTRICT COURT
N.D. OF ALABAMA

Evid to Motion for Summary Judgment - Exhibit 34 - PART 9

Robert Lockwood

From:	Land, Schinley
Sent:	Monday, February 21, 2022 12:52 PM
To:	Foster, Tonya
Cc:	Graves, Stacy
Subject:	FW: Noffsinger
Attachments:	Dr Noffsinger outstanding orders.csv

Tonya,

Thank you for letting us know about this concern. Stacy Graves and I are glad to help get it resolved. Stacy is our practice manager at Primary Care North. I looked in Cerner and Stacy did as well regarding the outstanding orders on these two patients. We did not see anything out there. Stacy said if you will either send her the orders or have them delivered to her attention, she will gladly research and get them signed appropriately.

Please let us know if you ever have any other issues we can help address.

-schinley

Schinley Land
Executive Director of Physician Services
Cullman Regional Medical Center
1912 Alabama Highway 157
Cullman, AL 35058
Phone: 205-213-7790

From: Foster, Tonya <Tonya.Foster@cullmanregional.com>
Sent: Monday, February 21, 2022 11:49 AM
To: Land, Schinley <Schinley.Land@cullmanregional.com>
Subject: Noffsinger

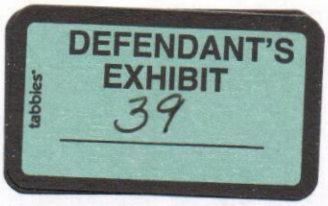
Hi Schinley,

I have biweekly meetings with Gene Lee to discuss revenue issues. He recommended that I send you a list of orders that Dr. Noffsinger has outstanding. We hand deliver and pick up every week to his office. However, we have not had any luck with getting back the attached orders. These orders are holding up revenue for home care.

Thank you in advance for any help.

Tonya

Tonya Foster
Director of Home Care and Hospice Services
256-737-2831 or 256-739-5185
Cell # 256-338-8782



Order#	Client First	Client Last	Admit#	Physician F	Physician L	Order Type	Order Statt	Episode Pe	Order Date	Notes	Approved	Aging
[redacted]				HANSEL	NOFFSING	Change Or	Approved	1 -- 11/12/:	########	Will be deli	Yes	98
				HANSEL	NOFFSING	Change Or	Approved	1 -- 09/19/:	########	Will be deli	Yes	97
				HANSEL	NOFFSING	Change Or	Approved	1 -- 11/12/:	########	Delivered 1	Yes	73
				HANSEL	NOFFSING	Change Or	Approved	1 -- 11/12/:	########	Will be deli	Yes	54
				HANSEL	NOFFSING	Discharge	Approved	1 -- 11/12/:	1/6/2022	Will be deli	Yes	46

Robert Lockwood

From:	Lambert, Bethany
Sent:	Wednesday, October 27, 2021 1:44 PM
To:	Land, Schinley; Courtney, Lisa
Cc:	Goodall, Todd; Malone, Jennifer
Subject:	Primary care provider email to Cullman everyone - for review
Attachments:	PCP Flyer - updated FINAL.pdf

Hi Lisa and Schinley,

Below is a draft of an email we will send out to Cullman.Everyone to promote our primary care providers and Dr. Alam's early appointments. I have attached our primary care flyer that will be send with the email as well. In addition to this email we will be posting on social media about Dr. Alam's early appointments today and again on Tuesday of next week. Please let me know your thoughts. Thanks!

Subject: We want to take care of you like you take care of others

Message: We understand healthcare professionals have busy schedules and that an annual exam might be the last thing on your to-do list, so we want to make it easy to take care of yourself – the same way you take care of others.

Through Cullman Regional Medical Group clinics, we're taking steps to make your healthcare more accessible and convenient:

- Beginning Nov. 3, Dr. Alam will offer early morning appointments starting at 7 a.m. every Wednesday at Medical Group North.
- Your co-pay to see a Cullman Regional Medical Group Primary Care Physician is only $10 with hospital insurance
- Cullman Regional Medical Group has six primary care providers accepting new patients in two locations – Medical Group North and Medical Group Downtown

It is important to have a primary care provider to oversee your health. They provide preventative care to keep you healthy and are more likely to see a trend which can lead to early detection of chronic or severe disease. If you, a friend or a loved one needs a family practice or internal medicine doctor take a look at the attached flyer to learn more about our Medical Group Primary Care. To make an appointment with Dr. Alam or one of our other primary care providers, call 256-297-8952.

The countless hours you have put in to take care of the community has not gone unnoticed. Thank you for all you do and don't forget to take care of you.

Bethany Lambert | Marketing Specialist | (256) 737-2754

CULLMAN REGIONAL

DEFENDANT'S EXHIBIT 40

CULLMAN REGIONAL | Medical Group

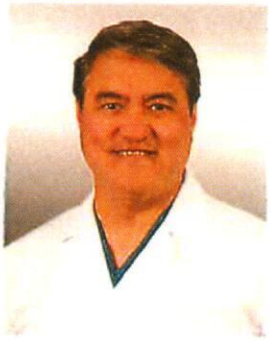
PRIMARY CARE



Shahdeen Alam, DO
Internal Medicine
Medical Group North



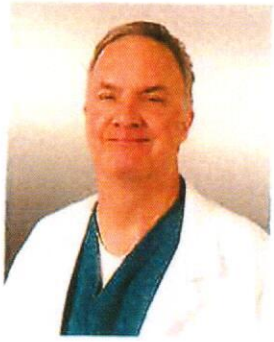
Cameron Brimer, MD
Internal Medicine
Medical Group North



Richard Gonzales, MD
Family Practice
Medical Group North



Nicole Mangum, CRNP
Family Practice
Medical Group North



Hans Noffsinger, MD
Internal Medicine
Medical Group North



Caroline Studdard, MD
Internal Medicine
Medical Group North



Ashley Taylor, CRNP
Family Practice
Medical Group Downtown



Carlos Villar, MD*
Family Practice
Medical Group Downtown

TWO LOCATIONS TO SERVE YOU

Medical Group North

1948 AL Hwy 157
Professional Office Bldg 1, Ste. 450
Cullman, AL 35058

Medical Group Downtown

1705 Main Avenue SW, Suite B
Cullman, AL 35055

*Se habla español

256-297-8952 | CullmanRegionalMedicalGroup.com

Cullman Regional 002640

Robert Lockwood

From: Courtney, Lisa
Sent: Monday, February 7, 2022 8:00 AM
To: Land, Schinley
Subject: FW: Primary Care promotion in February

From: Malone, Jennifer <Jennifer.Malone@cullmanregional.com>
Sent: Friday, February 4, 2022 2:26 PM
To: Graves, Stacy <Stacy.Graves@cullmanregional.com>
Cc: Lambert, Bethany <Bethany.Lambert@cullmanregional.com>; Courtney, Lisa <Lisa.Courtney@cullmanregional.com>
Subject: RE: Primary Care promotion in February

Hi Stacy,

Thanks again for your help getting responses from your team. We've received replies from everyone except Gonzales, Noffsinger and Mangum. I know COVID has gotten in the way so if we don't hear from them it's fine. If they need a little more time it's fine.

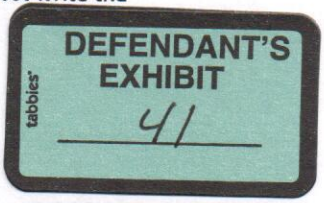
I'd like to ask for your help on some other PR initiatives this month. We've been working with Lisa to be strategic and identified certain physicians to participate for each initiative. I've provided details below.

Don Talk – Feb 11
We want to schedule **Dr. Studdard** to make an appearance on Don Talk on Feb. 11. Don Talk is a local interview segment on My Cullman TV. The show is broadcast live every Friday at 10 a.m. Dr. Studdard would need to be at the studio no later than 9:45 a.m. She will be finished no later than 10:30. The studio is located at 103 First St SW, Cullman. A member of the Marketing & PR team will meet her there.

We'd like for Dr. Studdard to talk about women's heart health from a primary care provider perspective – family history, genetics, screening, prevention, etc. We'll work with Dr. Studdard to create talking points to share with the show's producer in advance of the show. This will help guide the interview and be sure we cover the topics Dr. Studdard thinks are important.

Facebook Live – Week of Feb 21
We want **Dr. Studdard and Dr. Gonzales** to participate together in a Facebook Live during the week of Feb. 21. It can be any day and any time that works with their schedules but if possible the lunch hour is best. The Facebook Live will take about 30 minutes total but they'll actually only be "live" for 10 – 15 minutes. The intention is to help the audience understand the difference between family practice medicine and internal medicine. We'll work with both physicians to create a pre-set list of specific questions that they will answer during the Facebook Live.

Blog – Dr. Morgan - Due Feb 11
We want Dr. Morgan to write a 250-300 word blog about any topic he thinks is important for people/patients to understand. If he has particular interest or passion about a topic (Ex. empowering patients to ask questions and be an active participant in their healthcare, knowing the signs/symptoms of heart disease/diabetes/cancer, understanding what preventive screenings are available/recommended) If he prefers to provide bullet points we can ghost write the article and send to him for edit/review/approval before we post.



I know this is a lot so please feel free to call me or Bethany (cc'd) if you have any questions. Also know that we will feature and promote all PCPs this month one way or another. I don't want any of them to feel like they're being left out or overlooked. We truly appreciate your help!

Jennifer

From: Graves, Stacy <Stacy.Graves@cullmanregional.com>
Sent: Thursday, January 27, 2022 12:39 PM
To: Malone, Jennifer <Jennifer.Malone@cullmanregional.com>
Subject: RE: Primary Care promotion in February

Brimer, Morgan and Alam are here I will ask them to respond today. All others have been out with Covid, they will not return until Monday

From: Malone, Jennifer <Jennifer.Malone@cullmanregional.com>
Sent: Thursday, January 27, 2022 12:38 PM
To: Graves, Stacy <Stacy.Graves@cullmanregional.com>
Subject: RE: Primary Care promotion in February

I've received Studdard. If your providers need extra time that's fine. Just trying to get these collected so we can develop the promotion.

From: Graves, Stacy <Stacy.Graves@cullmanregional.com>
Sent: Thursday, January 27, 2022 12:04 PM
To: Malone, Jennifer <Jennifer.Malone@cullmanregional.com>
Subject: RE: Primary Care promotion in February

I have several that have been out with Covid, can you please tell me who has sent you information for PCN?
Thanks
Stacy

From: Malone, Jennifer <Jennifer.Malone@cullmanregional.com>
Sent: Thursday, January 27, 2022 11:18 AM
To: Alam, Shahdeen <Shahdeen.Alam@cullmanregional.com>; Brimer, Cameron <cameron.brimer@cullmanregional.com>; Frater, April <april.frater@cullmanregional.com>; Gonzales, Richard <Richard.Gonzales@cullmanregional.com>; Morgan, John <john.morgan@cullmanregional.com>; Noffsinger, Hansel <Hansel.Noffsinger@cullmanregional.com>; Studdard, Caroline <Caroline.Studdard@cullmanregional.com>; Villar, Carlos <Carlos.Villar@cullmanregional.com>; Mangum, Nichole <Nichole.Mangum@cullmanregional.com>; Taylor, Ashley <Ashley.Taylor@cullmanregional.com>
Cc: Haynes, Heather <Heather.Haynes@cullmanregional.com>; Graves, Stacy <Stacy.Graves@cullmanregional.com>; McManus, Sharon <Sharon.McManus@cullmanregional.com>; Courtney, Lisa <Lisa.Courtney@cullmanregional.com>; Land, Schinley <Schinley.Land@cullmanregional.com>; Lambert, Bethany <Bethany.Lambert@cullmanregional.com>
Subject: RE: Primary Care promotion in February

Thank you to those who have sent this information to me. There are few who have not and we really don't want to leave you out of this promotion opportunity. Please send to me by COB tomorrow.

Jennifer

From: Malone, Jennifer
Sent: Tuesday, January 18, 2022 5:00 PM
To: Alam, Shahdeen <Shahdeen.Alam@cullmanregional.com>; Brimer, Cameron <cameron.brimer@cullmanregional.com>; Frater, April <april.frater@cullmanregional.com>; Gonzales, Richard <Richard.Gonzales@cullmanregional.com>; Morgan, John <john.morgan@cullmanregional.com>; Noffsinger, Hansel <Hansel.Noffsinger@cullmanregional.com>; Studdard, Caroline <Caroline.Studdard@cullmanregional.com>; Villar, Carlos <Carlos.Villar@cullmanregional.com>; Mangum, Nichole <Nichole.Mangum@cullmanregional.com>; Taylor, Ashley <Ashley.Taylor@cullmanregional.com>
Cc: Haynes, Heather <Heather.Haynes@cullmanregional.com>; Graves, Stacy <Stacy.Graves@cullmanregional.com>; McManus, Sharon <Sharon.McManus@cullmanregional.com>; Courtney, Lisa <Lisa.Courtney@cullmanregional.com>; Land, Schinley <Schinley.Land@cullmanregional.com>; Lambert, Bethany <Bethany.Lambert@cullmanregional.com>
Subject: Primary Care promotion in February

Good afternoon,

In February we will launch a PR campaign to help our community get to know the Cullman Regional Medical Group primary care providers. One way we will do this is share on social media and other platforms your responses to the questions below. Please keep your answers to no more than three sentences.

1. For people over 50, what is the most important advice you can give to help them maintain good health as they age?

2. Why did you choose primary care medicine instead of a different medical specialty?

3. Tell something about yourself that may surprise people.

To allow us time to compile your responses before February, please provide your response by Tuesday, Jan.24.

Feel free to reach out if you have any questions.

Jennifer

Jennifer Malone | Director of Public Relations and Marketing | (256) 737-2069

CULLMAN
REGIONAL

Robert Lockwood

From: Courtney, Lisa
Sent: Tuesday, February 22, 2022 8:07 AM
To: Malone, Jennifer; James Clements
Subject: RE: Health Tips from our Primary Care Providers

We mailed this one to everyone though right? I'm neither unattached or a new mover. 😊

From: Malone, Jennifer <Jennifer.Malone@cullmanregional.com>
Sent: Tuesday, February 22, 2022 8:02 AM
To: Courtney, Lisa <Lisa.Courtney@cullmanregional.com>; James Clements <jclementshealth@yahoo.com>
Subject: RE: Health Tips from our Primary Care Providers

Thanks Lisa! That postcard is mailed every month to the previous month's unattached patients and to a Cullman/Morgan new mover list we generate monthly.

From: Courtney, Lisa <Lisa.Courtney@cullmanregional.com>
Sent: Tuesday, February 22, 2022 7:22 AM
To: James Clements <jclementshealth@yahoo.com>; Malone, Jennifer <Jennifer.Malone@cullmanregional.com>
Subject: RE: Health Tips from our Primary Care Providers

I also received the primary care mailout in the mail yesterday. Looked great.

From: James Clements <jclementshealth@yahoo.com>
Sent: Monday, February 21, 2022 5:26 PM
To: Malone, Jennifer <Jennifer.Malone@cullmanregional.com>; Courtney, Lisa <Lisa.Courtney@cullmanregional.com>
Subject: Fwd: Health Tips from our Primary Care Providers

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

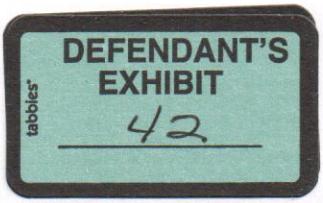
I like this

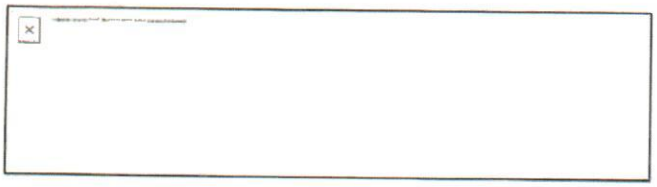
Sent from my iPhone

Begin forwarded message:

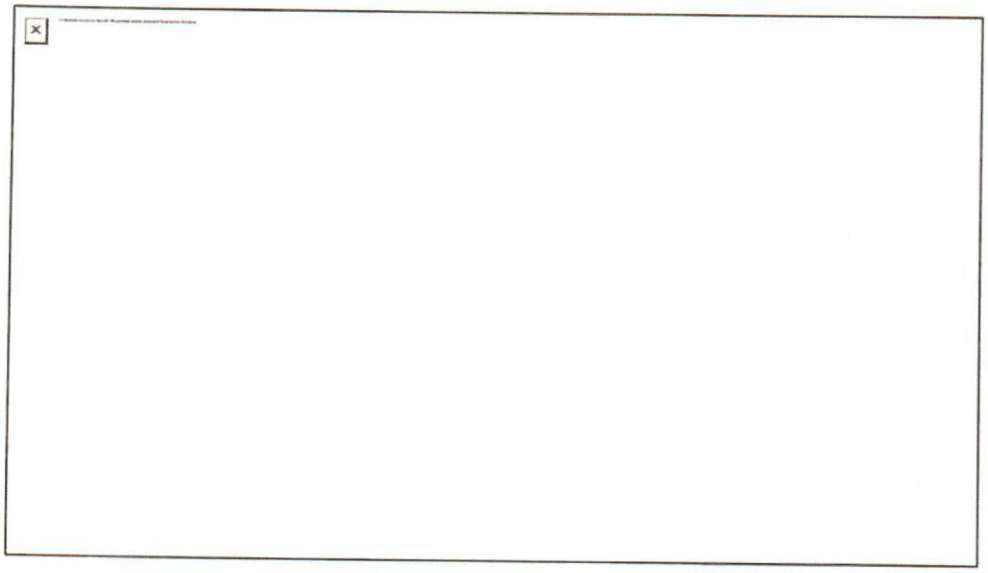
From: Cullman Regional <news@cullmanregional.com>
Date: February 21, 2022 at 5:12:21 PM CST
To: jclementshealth@yahoo.com
Subject: Health Tips from our Primary Care Providers
Reply-To: Cullman Regional <news@cullmanregional.com>

View this email in your browser





Health Tips from our Primary Care Providers

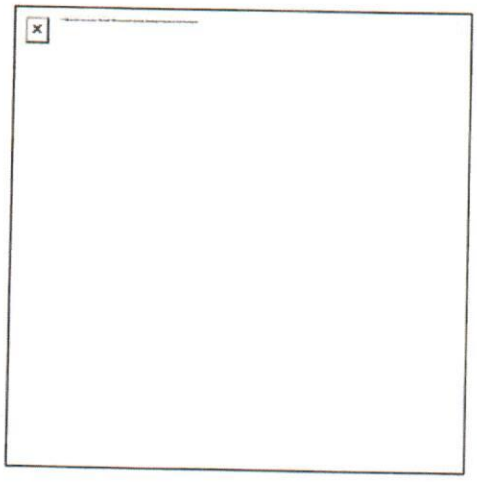


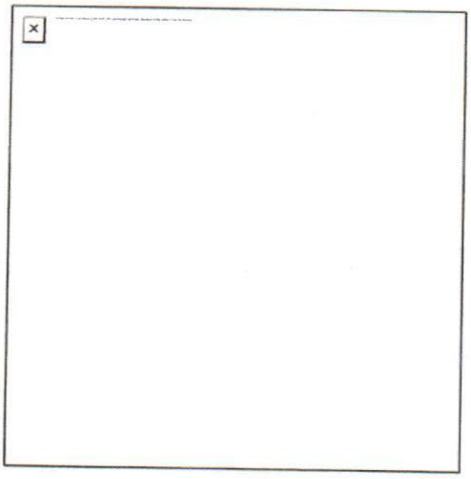
Maintaining your health is often times hard to prioritize. We asked our primary care doctors for the top five tips they recommend in day-to-day life to help you stay healthy. Here's what they said:

1. **Maintain routine doctor appointments** - Keeping up with annual visits and recommended screenings is the best way to prevent and catch diseases early.

2. **Eat healthy -** A good diet is key to preventing and managing numerous diseases like high cholesterol and type 2 diabetes.
3. **Sleep well -** Getting a full 8 hours of sleep will ensure you're feeling your best to conquer the day.
4. **Exercise -** Commit to a solid exercise routine. Even a routine as simple as three to five 30 minute sessions of moderate intensity exercise significantly improves overall mobility, bone health, mortality, mental health and decreases cardiovascular disease risk.
5. **Remember to do things you enjoy -** Doing things you enjoy like reading, engaging in social functions and maintaining a healthy support system can significantly improve your overall quality of life.

Meet our Primary Care Providers





Nicole Mangum, CRNP
Family Practice
Medical Group North

John Morgan, MD
Family Practice
Medical Group North

Hans Noffsinger, MD
Internal Medicine
Medical Group North

Caroline Studdard, MD
Internal Medicine
Medical Group North

Ashley Taylor, CRNP
Family Practice
Medical Group Downtown

Carlos Villar, MD
Family Practice
Medical Group Downtown

Want to learn more?

- Learn the difference between Family Practice and Internal Medicine on this Wednesday's Facebook Live event.
- Watch Dr. John Morgan discuss the DASH diet.
- Read this article about heart health written by Dr. Caroline Studdard.

THREE LOCATIONS TO SERVE YOU

Hartselle Health Park - Physician Specialty Clinic

256-787-0596

1635 US-31, Suite C I Hartselle, AL 35640

Medical Group Downtown

256-297-8952

1705 Main Avenue SW, Suite B I Cullman AL, 35055

Medical Group North

256-297-8952

1948 AL Hwy 157, POB 1, Suite 450 I Cullman AL, 35058

CullmanRegionalMedicalGroup.com

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cullmanregional.com

Our mailing address is:

1912 AL Highway 157

Cullman, AL 35058

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You can update your preferences or unsubscribe from this list.

Robert Lockwood

From: Courtney, Lisa
Sent: Thursday, February 3, 2022 1:34 PM
To: Blackwood, Stacy; Graves, Stacy; Partlow, Larissa
Cc: Land, Schinley
Subject: Re: Dr. Noffsinger Pay

I didn't do anything with Noffsinger's time.

Get Outlook for iOS

From: Blackwood, Stacy <Stacy.Blackwood@cullmanregional.com>
Sent: Thursday, February 3, 2022 12:58:33 PM
To: Graves, Stacy <Stacy.Graves@cullmanregional.com>; Partlow, Larissa <Larissa.Partlow@cullmanregional.com>
Cc: Land, Schinley <Schinley.Land@cullmanregional.com>; Courtney, Lisa <Lisa.Courtney@cullmanregional.com>
Subject: RE: Dr. Noffsinger Pay

I am not sure who did his time. Maybe Lisa? I will see if Larissa can get in his timecard and see what happened. I will add Lisa and see if she remembers anything on him specifically?
Larissa,
Can you look at this for him?

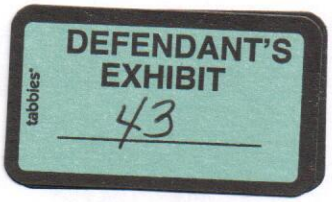
Hansel Noffsinger	**PCN MD**	**1/24/2022**	**1/30/2022**	**COVID positive**

Stacy

From: Graves, Stacy <Stacy.Graves@cullmanregional.com>
Sent: Thursday, February 3, 2022 12:54 PM
To: Blackwood, Stacy <Stacy.Blackwood@cullmanregional.com>
Cc: Land, Schinley <Schinley.Land@cullmanregional.com>
Subject: Dr. Noffsinger Pay

Stacy,
Dr. Noffsinger just now printed his pay stub out and he was short 12 hours. He is showing a total of 68.00 hours, he should have 80.00. Can you help with this?

Thanks
Stacy



Robert Lockwood

From: Graves, Stacy in Teams <noreply@email.teams.microsoft.com>
Sent: Tuesday, April 26, 2022 11:08 AM
To: Land, Schinley
Subject: Stacy sent a message

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi,

Your teammates are trying to reach you in **Microsoft Teams**.

SG **Stacy sent a message in chat**

can you get Noffsinger's RVU he is wanting to know where he was

Reply in Teams

Install Microsoft Teams now

iOS Android

This email was sent from an unmonitored mailbox. Update your email preferences in Teams. Activity > Settings (Gear Icon) > Notifications.

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Microsoft

DEFENDANT'S EXHIBIT 44

Robert Lockwood

From: Courtney, Lisa
Sent: Monday, June 6, 2022 12:54 PM
To: Graves, Stacy; Land, Schinley
Subject: RE: Noffsinger

It needed my approval and I'm just getting to that email today. It's been sent to payroll. They are finishing up payroll right now but it'll be this week.

From: Graves, Stacy <Stacy.Graves@cullmanregional.com>
Sent: Monday, June 6, 2022 12:52 PM
To: Courtney, Lisa <Lisa.Courtney@cullmanregional.com>; Land, Schinley <Schinley.Land@cullmanregional.com>
Subject: Noffsinger

Dr. Noffsinger is asking about his bonus check?

Thanks

Stacy Graves, RMA
Physician Practice Coordinator II
Cullman Regional Medical Group North
O: 256-735-5083
F: 256-735-5076
Stacy.graves@cullmanregional.com

CULLMAN REGIONAL

DEFENDANT'S EXHIBIT 45

CULLMAN REGIONAL | Medical Group

PO Box 1108
Cullman, AL 35056-1108
CullmanRegional.com

June 15, 2022

Dear Patient:

This letter is to inform you that Dr. Hans Noffsinger is no longer with Cullman Regional Medical Group.

It is important that you continue your medical care with a qualified provider. You are invited to become a patient of one of the Medical Group's other primary care physicians. A list of all our primary care physicians is enclosed.

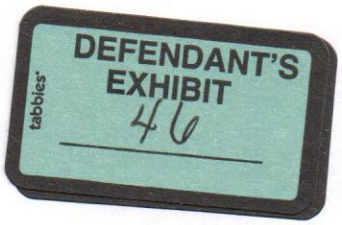
If you have a scheduled appointment with Dr. Noffsinger, our team will call you to transfer your appointment to another Medical Group provider.

If you decide to continue your care with a provider not affiliated with Cullman Regional Medical Group, you will need to call Cullman Regional Medical records at 256-737-2502 to request a copy of your records.

We value our patients and realize this change may cause you to have questions. Please don't hesitate to call the staff at Medical Group North at 256-735-5075 if we can assist you.

Sincerely,

Cullman Regional Medical Group



Allen Arnold

From: [redacted]
Sent:
To:
Subject:

[redacted]

[redacted]

[redacted]

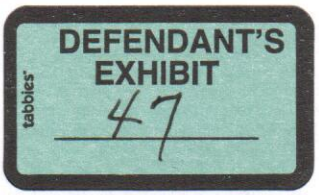
-----Original Message-----
From: Colin Luke <Colin.Luke@wallerlaw.com>
To: hnoffsinger@aol.com <hnoffsinger@aol.com>
Sent: Wed, Jun 22, 2022 6:36 pm
Subject: Reminders

Dr. Noffsinger: I just wanted to provide several reminders to you subsequent to our meeting last week on June 15 when your employment was terminated without cause upon the initiation of a ninety day notice period. Although you have been asked not to return to Cullman Regional, you are still employed through the end of your notice period, which as was communicated to you, is September 15. If you are to receive your compensation and benefits during your notice period, you are expected to be available for consultations and to complete all required patient care and billing documentation. You may not be employed by a third party during your notice period. As was discussed, you are expected to finish all notes concerning previous encounters and to sign electronically the same. Your access to the EMR system has been kept open during this period. Please complete your open notes by 5:00 pm next Monday, June 27. Please feel free to have your lawyer communicate with me if you desire. If you are not represented by counsel, please feel free to reach out to me directly. Thank you.

waller

Colin Luke
Partner
Board Of Directors
o: (205) 226-5717 | c: (205) 577-5797
1901 Sixth Ave. North, Suite 1400
Birmingham, AL 35203
vCard | Bio | Email

Ranked in Chambers USA 2022 and Recognized by Best Lawyers



The information contained in this message and any attachments is intended only for the use of the individual or entity to which it is addressed, and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If you have received this message in error, you are prohibited from copying, distributing, or using the information. Please contact the sender immediately by return e-mail and delete the original message.

waller

IN WITNESS WHEREOF, Employer, by and through its duly authorized officer, and Physician have caused this Agreement to be executed on the day and year first set forth above.

"EMPLOYER"

Southview Medical Clinic LLC, Hanceville, Al

By: Sue Woodward

Its: Office Manager

7-8-22

"PHYSICIAN"

Hans Noffsinger MD

MD

7-8-2022

DEFENDANT'S EXHIBIT 48

tabbies

FILED
2026 Mar-05 AM 10:00
U.S. DISTRICT COURT
N.D. OF ALABAMA

Evid to Motion for Summary Judgment - Exhibit 34 - PART 10

Exhibit A
Compensation Terms

A. Compensation

During the term of this Agreement, Physician shall be compensated in an amount equal to $50.00 for each adult patient encounter performed by Physician ; provided, however, there will be no reimbursement for indigent care. Compensation shall be paid in arrears based on the number of encounters in the prior period. Notwithstanding, Physician shall be guaranteed minimum, annual compensation in the amount of $275,000.00. Compensation shall be paid in accordance with Employer's normal payroll practices.

To the extent this Agreement or any portion hereof is subject to Internal Revenue Code Section 409A ("**Section 409A**"), this Agreement (or any portion hereof) is intended to comply in all respects with the requirements of Section 409A and the Regulations thereunder and shall be interpreted, applied and effected in a manner consistent with the requirements of Section 409A and the Regulations thereunder. To the extent payments are subject to Section 409A, such payments may not be accelerated or delayed, except as specifically allowed under Section 409A. Any reference in the Agreement to a "retirement," "date of retirement," "termination of employment," "termination," "date of termination," or similar reference to a cessation of services shall be interpreted to mean a "separation from service" within the meaning of Section 1.409A-1(h) of the Treasury Regulations. The Employer will not be liable for any taxes, penalties or interest that may be imposed for a violation of Section 409.

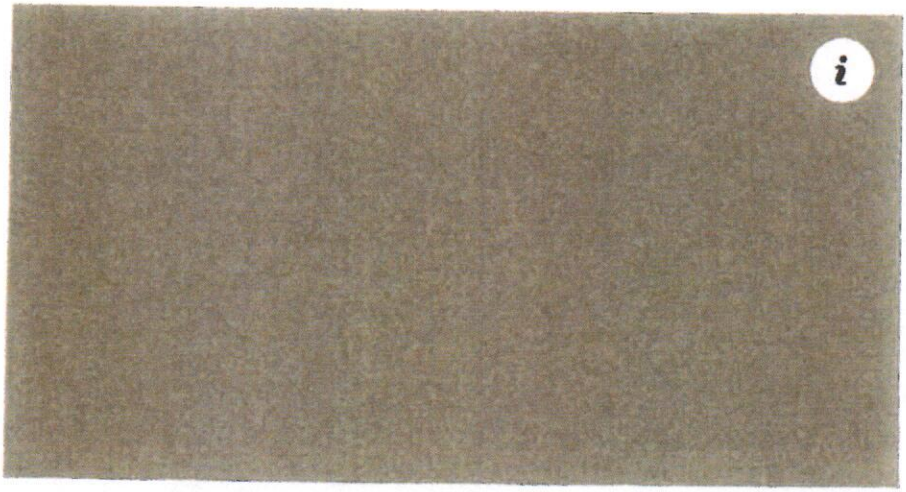
[Remainder of Page Left Blank Intentionally]

12:30

Done 4 of 4

Cullman : Unrated
Daphne Terry · 3m ·

I just spoke with Dr. Noffsinger(formerly of Cullman Regional Medical Group) and he gave me permission to let all of his patients know that beginning July 25th, he will be seeing patients at Southview Medical clinic in Hanceville. Call and schedule an appointment with him. This is great news for his patients and for the surrounding communities.



southviewmedicalclinic.com
Southview Medical Clinic | Primary Care Physicians, FAMILY PRACTICE & URGENT CAR...

Like Comment Send

Erika Buckelew
1m ·

DEFENDANT'S EXHIBIT 49

0WW7IA0PE 01314
PRIMARY/FAMILY CARE CLINIC

2022 W-2 and Earnings Summary

	Wages, Tips, Other Comp. Box 1 of W-2	Social Security Wages Box 3 of W-2	Medicare Wages and Tips Box 5 of W-2
Gross Pay	$288,500.92	$288,500.92	$288,500.92
Less: Non-Taxable Earnings	$0.00	$0.00	$0.00
Less: Retirement Deductions	($19,200.00)	N/A	N/A
Less: Other Pre-tax Deductions	($3,135.00)	($3,135.00)	($3,135.00)
Less: Third Party Sick Pay	$0.00	$0.00	$0.00
Less: Excess Wages	N/A	$138,365.92**	N/A
Total Reported Wages	$266,165.92	$147,000.00	$285,365.92
	Fed Income Box 2 of W-2	**Social Security Box 4 of W-2**	**Medicare Box 6 of W-2**
Tax Withheld	$53,135.82	$9,114.00	$4,906.16

	AL State Wages, Tips, etc. Box 16 of W-2
Gross Pay	$288,500.92
Less: Non-Taxable Earnings	$0.00
Less: Retirement Deductions	($19,200.00)
Less: Other Pre-tax Deductions	($3,135.00)
Less: Third Party Sick Pay	$0.00
Total Reported Wages	$266,165.92
	AL State Income Tax Box 17 of W-2
Tax Withheld	$8,545.40

HANSEL NOFFSINGER [redacted]

The Form W-2 Box 1 wages are the Gross Wages as of your last pay statement for the year minus any non-taxable earnings or deductions, plus any additional compensation received after the last pay statement. Gross pay may not match Box 1 wages due to deductions for retirement deferrals, health insurance, or other Sec. 125 cafeteria plan deductions, etc.

**"Excess wages" are Social Security wages that exceed the contribution base of $147,000.00.

Form W-2 Wage and Tax Statement
Copy C — For EMPLOYEE'S RECORDS 2022
This information is being furnished to the IRS. If you are required to file a tax return, a negligence penalty or other sanction may be imposed on you if this income is taxable and you fail to report it. OMB No. 1545-0008 Department of Treasury - Internal Revenue Service

Control number 0WW70 A0PE 00864

Employer's name, address, and ZIP code
CULLMAN REGIONAL MEDICAL CENTER INC
1912 AL HIGHWAY 157
CULLMAN AL 35058

Employee's name, address, and ZIP code [redacted]

1 Wages, tips, other comp. 266165.92	2 Federal income tax withheld 53135.82
3 Social security wages 147000.00	4 Social security tax withheld 9114.00
5 Medicare wages and tips 285365.92	6 Medicare tax withheld 4906.16
7 Social security tips	8 Allocated tips
9 [redacted]	10 Dependent care benefits
11 Nonqualified plans	12a C 2517.12
13 Statutory employee: Retirement plan: X Third-party sick pay:	12b DD 14125.50
	12c E 19200.00
	12d
Employee's social security no. [redacted]	14
Employer ID number (EIN) 63-1058174	
15 St. Employer's state ID number AL 0000290481	16 State wages, tips, etc. 266165.92 / 17 State income tax 8545.40
18 Local wages, tips, etc.	19 Local income tax / 20 Locality name

Form W-2 Wage and Tax Statement
Copy B — To Be Filed With Employee's FEDERAL Tax Return. 2022
This information is being furnished to the IRS. OMB No. 1545-0008 Department of Treasury - Internal Revenue Service

Control number 0WW70 A0PE 00864

Employer's name, address, and ZIP code
CULLMAN REGIONAL MEDICAL CENTER INC
1912 AL HIGHWAY 157
CULLMAN AL 35058

Employee's name, address, and ZIP code
HANSEL NOFFSINGER [redacted]

1 Wages, tips, other comp. 266165.92	2 Federal income tax withheld 53135.82
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Form W-2 Wage and Tax Statement
Copy 2 — To Be Filed With Employee's State, City, or Local Income Tax Return. 2022
OMB No. 1545-0008 Department of Treasury - Internal Revenue Service

Control number 0WW70 A0PE 00864

Employer's name, address, and ZIP code
CULLMAN REGIONAL MEDICAL CENTER INC
1912 AL HIGHWAY 157
CULLMAN AL 35058

Employee's name, address, and ZIP code
HANSEL NOFFSINGER [redacted]

1 Wages, tips, other comp. 266165.92	2 Federal income tax withheld 53135.82
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18 Local wages, tips, etc.	19 Local income tax / 20 Locality name

Form W-2 Wage and Tax Statement
Copy 2 — To Be Filed With Employee's State, City, or Local Income Tax Return. 2022
OMB No. 1545-0008 Department of Treasury - Internal Revenue Service

Control number 0WW70 A0PE 00864

Employer's name, address, and ZIP code
CULLMAN REGIONAL MEDICAL CENTER INC
1912 AL HIGHWAY 157
CULLMAN AL 35058

Employee's name, address, and ZIP code
HANSEL NOFFSINGER [redacted]

1 Wages, tips, other comp. 266165.92	2 Federal income tax withheld 53135.82
3 Social security wages 147000.00	4 Social security tax withheld 9114.00
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15 St. Employer's state ID number AL 0000290481	16 State wages, tips, etc. 266165.92 / 17 State income tax 8545.40
18 Local wages, tips, etc.	19 Local income tax / 20 Locality name

2 PYW2 2585261

DEFENDANT'S EXHIBIT 50
tabbies

OMB# 1545-0008

COPY 2 - To Be Filed With Employee's State, City, or Local Income Tax Return

	1 Wages, tips, other compensation 117096.12	2 Federal income tax withheld 20077.09
	3 Social security wages 117096.12	4 Social security tax withheld 7259.96
a Employee's social security number [redacted]	5 Medicare wages and tips 117096.12	6 Medicare tax withheld 1697.89

c Employer's name, address, and ZIP code
SOUTHVIEW MEDICAL, LLC
307 MAIN ST SW
HANCEVILLE AL 35077

e Employee's name
HANS NOFFSINGER [redacted]

f Employee's address and ZIP code	9	12a
b Employer identification number (EIN) 46-2661518	10 Dependent care benefits	12b
7 Social security tips	11 Nonqualified plans	12c
8 Allocated tips	14 Other	12d
13 Statutory employee / Retirement plan / Third-party sick pay		12e

15 State AL	Employer's state ID number R008761450	16 State wages, tips, etc. 117096.12	17 State income tax 4622.63
18 Local wages, tips, etc.		19 Local income tax	20 Locality name

Form W-2 Wage and Tax Statement 2022 Department of the Treasury-Internal Revenue Service
40490516500049752 2

OMB# 1545-0008

COPY 2 - To Be Filed With Employee's State, City, or Local Income Tax Return

	1 Wages, tips, other compensation 117096.12	2 Federal income tax withheld 20077.09
	3 Social security wages 117096.12	4 Social security tax withheld 7259.96
a Employee's social security number [redacted]	5 Medicare wages and tips 117096.12	6 Medicare tax withheld 1697.89

c Employer's name, address, and ZIP code
SOUTHVIEW MEDICAL, LLC
307 MAIN ST SW
HANCEVILLE AL 35077

e Employee's name
HANS NOFFSINGER [redacted]

f Employee's address and ZIP code	9	12a
b Employer identification number (EIN) 46-2661518	10 Dependent care benefits	12b
7 Social security tips	11 Nonqualified plans	12c
8 Allocated tips	14 Other	12d
13 Statutory employee / Retirement plan / Third-party sick pay		12e

15 State AL	Employer's state ID number R008761450	16 State wages, tips, etc. 117096.12	17 State income tax 4622.63
18 Local wages, tips, etc.		19 Local income tax	20 Locality name

Form W-2 Wage and Tax Statement 2022 Department of the Treasury-Internal Revenue Service

OMB# 1545-0008

COPY B - To Be Filed With Employee's FEDERAL Tax Return. This information is being furnished to the Internal Revenue Service.

	1 Wages, tips, other compensation 117096.12	2 Federal income tax withheld 20077.09
	3 Social security wages 117096.12	4 Social security tax withheld 7259.96
a Employee's social security number [redacted]	5 Medicare wages and tips 117096.12	6 Medicare tax withheld 1697.89

c Employer's name, address, and ZIP code
SOUTHVIEW MEDICAL, LLC
307 MAIN ST SW
HANCEVILLE AL 35077

e Employee's name
HANS NOFFSINGER [redacted]

f Employee's address and ZIP code	9	12a See instructions for box 12
b Employer identification number (EIN) 46-2661518	10 Dependent care benefits	12b
7 Social security tips	11 Nonqualified plans	12c
8 Allocated tips	14 Other	12d
13 Statutory employee / Retirement plan / Third-party sick pay		12e

15 State AL	Employer's state ID number R008761450	16 State wages, tips, etc. 117096.12	17 State income tax 4622.63
18 Local wages, tips, etc.		19 Local income tax	20 Locality name

Form W-2 Wage and Tax Statement 2022 Department of the Treasury-Internal Revenue Service
HANS

OMB# 1545-0008

COPY C - For EMPLOYEE'S RECORDS (See *Notice to Employee* on the back of Copy B.)

This information is being furnished to the Internal Revenue Service. If you are required to file a tax return, a negligence penalty or other sanction may be imposed on you if this income is taxable and you fail to report it.

	1 Wages, tips, other compensation 117096.12	2 Federal income tax withheld 20077.09
	3 Social security wages 117096.12	4 Social security tax withheld 7259.96
a Employee's social security number [redacted]	5 Medicare wages and tips 117096.12	6 Medicare tax withheld 1697.89

c Employer's name, address, and ZIP code
SOUTHVIEW MEDICAL, LLC
307 MAIN ST SW
HANCEVILLE AL 35077

e Employee's name
HANS NOFFSINGER [redacted]

f Employee's address and ZIP code	9	12a See instructions for box 12
b Employer identification number (EIN) 46-2661518	10 Dependent care benefits	12b
7 Social security tips	11 Nonqualified plans	12c
8 Allocated tips	14 Other	12d
13 Statutory employee / Retirement plan / Third-party sick pay		12e

15 State AL	Employer's state ID number R008761450	16 State wages, tips, etc. 117096.12	17 State income tax 4622.63
18 Local wages, tips, etc.		19 Local income tax	20 Locality name

Form W-2 Wage and Tax Statement 2022 Department of the Treasury-Internal Revenue Service

OMB# 1545-0008

COPY 2 - To Be Filed With Employee's State, City, or Local Income Tax Return

	1 Wages, tips, other compensation: 275999.92	2 Federal income tax withheld: 46152.08
	3 Social security wages: 160200.00	4 Social security tax withheld: 9932.40
a Employee's social security number: [redacted]	5 Medicare wages and tips: 275999.92	6 Medicare tax withheld: 4686.00

c Employer's name, address and ZIP code

SOUTHVIEW MEDICAL, LLC
307 MAIN ST SW
HANCEVILLE AL 35077

d Control Number	Department	Corporation	Employer Use Only

e Employee's name

HANS NOFFSINGER
[redacted]

f Employee's address and ZIP Code	9	12a
b Employer identification number (EIN): 46-2661518	10 Dependent care benefits	12b
7 Social security tips	11 Nonqualified plans	12c
8 Allocated tips	14 Other	12d
13 Statutory employee ☐ Retirement plan ☐ third-party sick pay ☐		12e

15 State	Employer's state ID number	16 State wages, tips, etc.	17 State income tax
AL	R008761450	275999.92	10987.52

18 Local wages, tips, etc.	19 Local income tax	20 Locality name

Form **W-2** Wage and Tax Statement **2023** Department of the Treasury - Internal Revenue Service

OMB# 1545-0008

COPY 2 - To Be Filed With Employee's State, City, or Local Income Tax Return

	1 Wages, tips, other compensation: 275999.92	2 Federal income tax withheld: 46152.08
	3 Social security wages: 160200.00	4 Social security tax withheld: 9932.40
a Employee's social security number: [redacted]	5 Medicare wages and tips: 275999.92	6 Medicare tax withheld: 4686.00

c Employer's name, address and ZIP code

SOUTHVIEW MEDICAL, LLC
307 MAIN ST SW
HANCEVILLE AL 35077

d Control Number	Department	Corporation	Employer Use Only

e Employee's name

HANS NOFFSINGER
[redacted]

f Employee's address and ZIP Code	9	12a
b Employer identification number (EIN): 46-2661518	10 Dependent care benefits	12b
7 Social security tips	11 Nonqualified plans	12c
8 Allocated tips	14 Other	12d
13 Statutory employee ☐ Retirement plan ☐ third-party sick pay ☐		12e

15 State	Employer's state ID number	16 State wages, tips, etc.	17 State income tax
AL	R008761450	275999.92	10987.52

18 Local wages, tips, etc.	19 Local income tax	20 Locality name

Form **W-2** Wage and Tax Statement **2023** Department of the Treasury - Internal Revenue Service

Robert Lockwood

From: Courtney, Lisa
Sent: Wednesday, July 24, 2024 3:20 PM
Subject: Fwd: Noffsinger
Attachments: Dr. Noffsinger Departure Letter.pdf

Get Outlook for iOS

From: Malone, Jennifer <Jennifer.Malone@cullmanregional.com>
Sent: Wednesday, July 24, 2024 3:19:04 PM
To: Courtney, Lisa <Lisa.Courtney@cullmanregional.com>
Subject: Noffsinger

According to the office manager at Southview Clinic in Hanceville, Dr. Noffsinger sent out a letter via email to clinic leadership on Friday, May 31, 2024, stating he was resigning effective immediately. Our physician liaison visited the clinic on Monday June 3 and was told about the resignation which apparently left the clinic and its adult patients in a difficult situation because at the time the only other providers in the clinic were a pediatrician and a nurse practitioner who was on vacation. The clinic manager also shared with our liaison that Dr. Noffsinger on several occasions suggested that he and Cullman Regional had a bad relationship.

According to a July 25, 2022 post on the Southview Clinic Facebook page Dr. Noffsinger started there in July 2022. He left Cullman Regional in June 2022.

The departure letter we sent to patients in June is attached

Jennifer Malone
AVP
Marketing & Communications
256-737-2069

CULLMAN
REGIONAL

DEFENDANT'S EXHIBIT 51

FILED
2026 Mar-05 AM 10:00
U.S. DISTRICT COURT
N.D. OF ALABAMA

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION

CASE NUMBER: 5:24-CV-900-LCB

HANSEL NOFFSINGER,
Plaintiff,
vs.
CULLMAN REGIONAL MEDICAL CENTER, INC.,
Defendants.

DEPOSITION OF JAMES CLEMENTS

STIPULATION

IT IS STIPULATED AND AGREED, by and between the parties through their respective counsel that the deposition of JAMES CLEMENTS may be taken before Allison Miller, Commissioner, at the Cullman Regional Medical Center, Cullman, Alabama, on the 13th day of January, 2026, commencing at or about 1:00 p.m.

IT IS FURTHER STIPULATED AND AGREED that the reading of and signature to the deposition by the witness is waived, said deposition to have the same force and effect as if full compliance had been had with all laws and rules of court relating to taking of depositions.

IT IS FURTHER STIPULATED AND AGREED that it shall not be necessary that any objections be made by counsel to any questions, except as to form or leading questions, and that counsel for the parties may make objections and assign grounds at the time of the trial, or at the time said deposition is offered in evidence, or prior thereto.

IT IS FURTHER STIPULATED AND AGREED that notice of filing of the deposition by the Commissioner is waived.

In accordance with Rule 5(d) of The Alabama Rules of Civil Procedure, as Amended, effective May 15, 1988, I, Allison Miller, am hereby delivering to Mr. Allen Arnold, Esq., the original transcript of the oral testimony taken on the 13th day of January, 2026, along with exhibits.

Please be advised that this is the same and not retained by the Court Reporter, nor filed with the Court.

INDEX

EXAMINATION BY: PAGE NUMBER
Mr. Arnold 6
PLAINTIFF'S EXHIBITS:
114- Notice of Taking Deposition 9

APPEARANCES

APPEARING ON BEHALF OF THE PLAINTIFF:
Mr. Allen Arnold
Allen D. Arnold, LLC
6 Office Park Circle
Suite 205
Birmingham, Alabama 35205

APPEARING ON BEHALF OF THE DEFENDANT:
Mr. Robert Lockwood
Lockwood & Associates
527 Fountain Row Southwest
Huntsville, Alabama 35801

I, Allison Miller, acting as Commissioner, certify that on this date as provided by Rule 30 of the Federal Rules of Civil Procedure and the foregoing stipulation of counsel, there came before me JAMES CLEMENTS, witness in the above cause, for oral examination, whereupon the following proceedings were had:

COURT REPORTER: Usual stipulations okay with everybody?

MR. ARNOLD: Yes.

MR. LOCKWOOD: Yes.

JAMES CLEMENTS,

being first duly sworn, was examined and testified as follows:

EXAMINATION BY MR. ARNOLD:

Q. Good afternoon. My name is Allen Arnold. I represent Dr. Hansel Noffsinger in the Matter of Noffsinger v. Cullman Regional Medical Center today. Could you, please, state your full name, for the record?

A. James Edward Clements, Sr.

Q. What is your address, Mr. Clements?

A. It is 2006 Austin Drive, Cullman, Alabama.

Q. And what is your phone number?

A. 770-403-8922.

Q. And in previous depositions we've asked about, do you have any relatives that live in what we call the Northern District of Alabama, which essentially would be Tuscaloosa, Jefferson and Etowah Counties, basically north to the --

A. None that I'm aware of.

Q. If you think of any, will you, please, tell your attorney so he can pass those names along to me?

A. Yes.

Q. We just don't want any family, or any witnesses on the case, on the jury or anything quite like that.

A. Sure.

Q. Are you taking any medications today?

A. A statin.

Q. Does that effect your ability to tell

the truth?

A. No.

Q. Does it effect your memory in any way?

A. No.

Q. Okay. I do not anticipate we're going to be here for very long today, but if for any reason you need to take a break, please, say so and we'll stop the deposition. However, if there's a question pending, can you agree to answer the question before the break commences?

A. Yes.

Q. And you're already doing a very good job of answering questions verbally with yeses and no's. Please continue to do so because our court reporter can't take down the head nods and the head bobs and the uh-uh and that sort of thing.

A. I understand.

Q. I'm showing you what is Plaintiff's Exhibit 114.

(Whereupon, Plaintiff's Exhibit Number 114 was marked for identification and copy of same is attached hereto.)

Q. This is a Deposition Notice. Have you -- it sounds like from your lawyer you have not seen this document?

A. I have not.

Q. So a Deposition Notice is a legal tool that lawyers use to compel your testimony here today. Do you understand that your testimony is under oath?

A. Yes.

Q. And that these answers, questions and answers that follow are told under penalty of perjury?

A. Yes.

Q. Who is your employer?

A. Cullman Regional Medical Center.

Q. Do you understand that your employer is the Defendant in this lawsuit?

A. I would -- if Robert says so.

MR. LOCKWOOD: I say so.

Q. One more background. Are you a

member of any civic organizations such as like a church or the Rotary Club, things of is that nature here in the community?

A. I'm a member of Grace Chapel Baptist Church here locally.

Q. Any other social organizations, anything like that?

A. Terri Pines Country Club.

Q. Any professional organizations that you are a part of?

A. I would assume the ACAG, American College of Healthcare Executives would fall under that definition.

Q. Is that a nationwide organization?

A. Yes.

Q. Is there any other local -- any other local chapters or anything like that?

A. I believe there's a local chapter of that. I'm not involved with it, but I believe they have a State and Local Chapter. I'm not sure.

Q. We're doing a great job answering questions. I think not engaging in what I

sometimes call the silliness of lawyering. Can we agree today if I say Cullman Regional Medical Center, the Hospital, the Medical Center, we're talking about the same entity, the Defendant, that's right here right now that we're conducting this deposition?

THE WITNESS: Robert, is that a legal question?

A. I'm not sure I can answer that question.

MR. LOCKWOOD: If I've got a question about who you are talking about, I will jump in there. I don't think there's any real ambiguity there.

MR. ARNOLD: I just don't want to argue over whether we're talking about a Zerox machine or a copy machine.

MR. LOCKWOOD: You and I both know that's not part of the games I play.

MR. ARNOLD: I know. I want to make sure the witness knows, though.

MR. LOCKWOOD: Yes, he knows.

Q. When did you start working for

Cullman Regional Medical Center?

A. 2014.

Q. What was your first job at Cullman Regional Medical Center?

A. Interim CEO.

Q. How long did you serve in the interim capacity approximately?

A. Approximately six months.

Q. And who -- and then did you become the permanent CEO?

A. Correct.

Q. And do you remain in that job today?

A. Correct.

Q. Who made you the permanent CEO?

A. The Board.

Q. What Board is that?

A. Cullman Regional Medical Center Board.

Q. Where did you work prior to Cullman Regional Medical Center?

A. Actually, I worked for Wellstar for approximately a year before I came here.

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Q. What did you do for Wellstar?
A. I was in charge, I forget what my exact title was, but I was in charge of strategic relationships.
Q. What is Wellstar?
A. It's a hospital company based out of Atlanta.
Q. Where did you work before Wellstar?
A. I worked for Tenet Health Care before.
Q. How long were you with Tenet Health Care?
A. Approximately twelve years.
Q. What did you do for Tenet?
A. A variety of roles, from a financial to hospital chief executive officer.
Q. In your capacity as CEO of Cullman Regional Medical Center, have you engaged in any periodic training related to human resource issues such as Federal Antidiscrimination Law Compliance?
A. There have been various leadership and educational opportunities. I do not

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remember the specifics.
Q. Do you remember the last time you attended some sort of educational leadership opportunity for the Federal Antidiscrimination Law?
A. ACHE Leadership Training probably four months ago.
Q. Prior to that training, do you recall the next previous training?
A. Not specifically. There's a requirement in the ACHE for every three years to have a certain amount of training and I don't -- I could not remember the chronology of those things.
Q. How long have you been a member of the ACHE?
A. Approximately fifteen years.
Q. Do you believe your last training for the Federal Antidiscrimination Law may have occurred during Covid?
A. I really do not know.
Q. I will ask this a couple of times in response. Are you going to know something

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different if we get this -- if this matter goes to trial?
MR. LOCKWOOD: With regard to his training?
Q. With regard to the training?
A. No.
Q. Do you have any social media profiles?
A. I do not believe so. My wife may have set up one so that I could see items from the kids. I'm not a social media guy.
Q. What preparation did you engage in for today's deposition? Before you answer, don't talk about anything you and your lawyer discussed amongst the two of you.
A. I met with my attorney yesterday.
Q. Did you review any documents?
A. We glanced at a document or two.
Q. Do you recall what those documents were?
A. I do not.
Q. I don't have a lot today, but if I show you one of those documents and it's one

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of the things you reviewed, would you, please, volunteer that information?
A. Sure.
Q. Did you review any notes or memoranda authored by Lisa Courtney in regard to her deposition that I took from her back in whatever month that was?
A. That may have been one of the documents Robert and I looked at yesterday. I'm not sure.
Q. Have you reviewed any notes, any notes authored by Ms. Courtney in regard to her deposition?
A. Not other than the ones I would have -- may have looked at with my attorney yesterday.
Q. Did you review Ms. Courtney's deposition yesterday?
THE WITNESS: I believe we glanced at a couple of those, Robert, but I can't recall.
Q. Did you review any memorandums or documents or notes authored by Schinley Land

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in regard to her testimony?
A. It may have been included in what me and Robert looked at yesterday.
MR. LOCKWOOD: I want to be clear. There are no notes related to those --
MR. ARNOLD: I watched those people take notes during our depositions. They're not work product. So I'm asking --
MR. LOCKWOOD: I'm telling you, we have not -- what he looked at is everything that's in evidence in this case. That's what I'm telling you. So your questions about notes are broad enough. I want to make that clear.
MR. ARNOLD: There is a possibility he has prepared outside of your presence. That's why I'm asking.
Q. Have you reviewed anything authored or produced by Pam Brown in preparation for today's deposition, whether it's with Mr. Lockwood or not?
A. I do not believe so.
Q. Have you prepared for this deposition

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in any way outside of the presence of your counsel?
A. No.
Q. And then one last person. Did you read the deposition of Colin Luke?
A. That may have been included in some of what we looked at yesterday. I'm not sure.
Q. I'm showing you what has been previously marked as Plaintiff's Exhibit 81. Please take a moment and review the document and just let me know when you're ready and then I'll start with the questions.
A. (Reviewing documents.) Okay.
Q. Have you seen this document before?
A. I do not believe that I have.
Q. Was there anything that's more concrete where you might be -- like I want to know, you said you believe you haven't seen it. That gives me a little wiggle room. I need to know: Have you seen this document before?
A. I do not have absolute recall. I'll

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stand by my previous answer.
Q. Were you aware Dr. Noffsinger filed a Charge of Discrimination with the Equal Employment Opportunity Commission regarding his termination?
A. I was not.
Q. What did you -- when did you first become aware that Dr. Noffsinger had engaged in a legal dispute regarding his termination with the Defendant?
A. I do not recall a specific time when I heard about it.
Q. Is it fair to say the first time you were aware there was a dispute was after the lawsuit was filed sometime during 2025?
A. I do not remember exactly when I heard that.
Q. I'm showing you what was marked as Plaintiff's Exhibit 68. Have you seen this document before? Please take your time. It's an email chain where you are not on it, but you may have reviewed it in preparation for today.

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THE WITNESS: Robert, I believe this is one that I saw yesterday.
Q. I don't want to know what y'all talked about.
MR. LOCKWOOD: That's all attorney/client privileged.
Q. Have you seen this document before?
A. I believe this is one we looked at yesterday.
Q. And my question is going to be: Have you read the -- do you need a minute to read the chain? Usually an email chain reads from back to front. I just want to ask you a specific question.
A. I glanced. I was not copied, I don't believe.
Q. Would you take a minute to read it so the context of my questions will make a little sense? It doesn't take an MBA to understand the communications.
A. (Witness reviewing document.) Okay.
Q. If you will notice on Bate stamp

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2392, which is the first page, and so you will know, if I refer to a Bate stamp it's those little stamps on the bottom right. You see where it says Cullman Regional --

A. Right.

Q. Bate stamp 2392 in about the middle of the page there's an email to Schinley Land from Nesha Donaldson where it said she started a spreadsheet to record this for James. So I think that would be best.

My question is: In the context of this, do you know what spreadsheet we're talking about here?

A. I do not.

Q. Has Courtney, Lisa Courtney, ever kept a spreadsheet regarding Dr. Noffsinger for your benefit that's been provided to you?

A. Not that I recall.

Q. Is there anything that would refresh or assist with your recollection?

A. No.

Q. How many conversations do you recall

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having with -- first of all, who is Lisa Courtney?

A. She works for the hospital and is in charge of our Employee Physician Group.

Q. You understand that Ms. Courtney oversaw the employment of Dr. Noffsinger?

A. Yes.

Q. How many conversations do you recall having with Ms. Courtney regarding Dr. Noffsinger in any capacity with his employment Cullman Regional?

A. I could not remember a specific conversation about Dr. Noffsinger.

Q. The question is how many conversations do you believe?

A. I do not remember a specific conversation with Lisa about Dr. Noffsinger.

Q. Do you recall any conversations with Nesha Donaldson or anyone else regarding Dr. Noffsinger?

A. No.

Q. Do you recall any conversations about

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Dr. Noffsinger with any employee of Cullman Regional?

A. I don't recall a specific conversation. If he was an employed physician, he -- the day-to-day direction would have been the obligation of Lisa Courtney to oversee how the individual physician and how the group performs.

Q. The safe question I'm going to ask: Are you going to recall some sort of specific conversation about Dr. Noffsinger should this matter come to trial?

A. No.

Q. I'm showing you what was marked previously as Plaintiff's Exhibit 71. It's Bate stamped 2319 and 2320. Have you seen these documents before? I will represent to you that it's an email and then -- on 2319 and the attachment is 2320 based on your colleague's previous testimony.

A. I believe this is a document I looked at with Robert yesterday.

Q. Prior to yesterday had you seen this

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Bate stamp 2320 before?

A. I do not remember seeing it before.

Q. Do you recall a meeting between yourself, Ms. Donaldson and Ms. Courtney that occurred on or about June 6, 2022 regarding business decisions?

A. I do not.

Q. Okay. If you will take a look at 2320, do you recall any -- recall a meeting with Ms. Courtney and Ms. Donaldson regarding the closure of Turning Point?

A. I do not.

Q. Do you recall any conversation about having to move Dr. Noffsinger to a percentage of his collections, this will make him leave?

A. I do not.

Q. Do you have any recollection of a conversation where Ms. Courtney, Ms. Donaldson and yourself made the decision to terminate Dr. Noffsinger's employment?

A. I do not.

Q. Do you recall terminating or making

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any approvals, directions, any sort of involvement in making the decision to terminate Dr. Noffsinger in any way?
A. I do not.
Q. I'm sorry?
A. I do not.
Q. Do you recall the June 2022 meeting that is at least agendized in 2022 in any capacity?
A. I don't.
Q. Nothing whatsoever?
A. No.
Q. Do you have any recollection of any accusations against Dr. Noffsinger regarding sexual harassment?
A. I do not.
Q. Do you have any recollection of any incidents regarding Dr. Noffsinger regarding racial harassment regarding what I think the lawyers will refer to as the black dog episode?
A. I do not.
Q. Do you have any recollection or do

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you have any knowledge about Dr. Noffsinger that's alleged, we'll call it, the shredding company incident of any kind?
A. I do not.
Q. Do you have any knowledge of Dr. Noffsinger being accused of inappropriate examinations of patients?
A. I do not.
Q. None of this was brought to your attention or it was brought to your attention and you just don't remember it?
A. I do not recall.
Q. Who is Amber Whitfield?
A. I'm not sure.
Q. You don't recall her being a physician working here at Cullman Regional Medical Center?
A. I do not remember.
Q. She brought a lawsuit against the hospital?
A. I do not remember.
Q. Are you involved in lawsuits in any way other than maybe today? I mean, do you

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have any involvement whatsoever in defending against the lawsuits that are filed against this hospital?
A. Yes.
Q. Describe that involvement, please, in any way.
A. I meet with the attorneys when they ask to meet.
Q. Are you made aware of the lawsuits when they're filed?
A. I meet with the attorneys when they ask to meet with me.
Q. Generally, you will have notice of -- generally, most clients are given notice of a lawsuit and then retain a lawyer. So I'm trying to understand how you're made aware of lawsuits filed against your employer of which you are the chief executive officer of.
A. My first interaction with lawsuits is, that I can recall, is with an attorney involved. Someone else in the organization may make the attorney aware, but I don't know how that works.

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Q. Do you recall any conversations, incidents, involvement in any capacity regarding the audits of Dr. Noffsinger's billing records?
A. I do not.
Q. Were you present when Dr. Noffsinger was terminated?
A. No.
Q. Let me back up one minute. If you will look at Exhibit 71, at least I will represent that Ms. Courtney and Ms. Donaldson were present at a meeting with you sometime in June of 2022.
Do you record the meetings you attend with your CFO and your vice presidents?
A. No.
Q. Do you have some sort of administrative assistant who attends these meetings with you to take notes or participate as a stenographer of any kind?
A. No.
Q. How do you record what you do in a given day with various people you meet that

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make decisions about here at the hospital?
THE WITNESS: Robert, that's a fairly broad question.
Q. It's particularly how you would want to do it.
MR. LOCKWOOD: I don't know that it's privileged. The question first assumes that you do record what you do during the day. I'm not talking about -- you're talking about does he have a note or planner?
MR. ARNOLD: Something, yeah, not -- every CEO is different. Some people have someone following them around taking notes and others are -- it depends on the size of the company, of course.
Q. I'm trying to understand: How do you remember what you do on a daily basis in terms of making these decisions that you ultimately can be -- have your employer be held responsible for?
A. I mean, I just -- for example, with a legal issue I would meet with the attorney, Robert, for example, we would decide what to

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do moving forward, but there's no assistant following me around taking notes or that kind of thing.
Q. Do you keep any sort of diary?
A. No.
Q. Any sort of journal or some -- any sort of record of how you keep your -- maintain your day?
A. My assistant keeps a calendar.
Q. Who is that assistant?
A. Charlotte Hicks.
Q. Was she your assistant in 2022?
A. Yes.
Q. And you don't recall a meeting with Ms. Donaldson or Ms. Courtney where the decision to make -- to terminate Dr. Noffsinger's employment occurred in any way whatsoever?
A. I do not.
Q. Was Ms. Hicks present at any sort of meeting where that might have happened?
A. She's typically not in our meetings.

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Q. Okay. Did you ever meet Dr. Noffsinger?
A. I do not recall ever meeting Dr. Noffsinger. I may have. Typically, I would end up in a doctor's lounge when a doctor was in there, but I don't recall meeting Dr. Noffsinger.
Q. How many employees work at Cullman Regional Medical Center?
A. Approximately fifteen hundred.
Q. Okay. How many doctors out of those -- out of those fifteen hundred, how many are physicians or doctors? I know there's nurses that are like doctors.
A. Total medical staff would be approximately three hundred.
Q. Did Ms. Courtney ever raise any issues with the Family Medicine Practice during 2021, 2022 regarding the physicians that were employed by that group?
A. I do not recall.
Q. Is there anything that could help you recall?

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A. No.
Q. You won't have a memory change if we get this matter to trial?
A. No.
MR. ARNOLD: I don't have any other questions. Thank you.
(Deposition concluded at 1:30 p.m.)

CERTIFICATE

STATE OF ALABAMA:

JEFFERSON COUNTY:

I hereby certify that the above and foregoing deposition was taken down by me in stenotype, and the questions and answers thereto were reduced to typewriting under my supervision, and that the foregoing represents a true and correct transcript of the deposition given by said witness upon said hearing.

I further certify that I am neither of counsel nor kin to the parties to the action, nor am I in anywise interested in the result of said cause.

/s/Allison L. Miller
ALLISON MILLER, CCR
CCR #57, Expires 9/30/2026
Commissioner for the
State of Alabama at Large
My Commission Expires: 9/26/2029

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FILED
2026 Mar-05 AM 10:00
U.S. DISTRICT COURT
N.D. OF ALABAMA

Evid to Motion for Summary Judgment - Exhibit 36

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION

HANSEL NOFFSINGER,

PLAINTIFF,

V. **Civ. Act. No.: 5:24-cv-900-LCB**

CULLMAN REGIONAL MEDICAL CENTER, INC.,

DEFENDANT.

NOTICE OF TAKING OF DEPOSITION

To: Robert Lockwood

PLEASE TAKE NOTICE that on Tuesday January 13, 2026, to commence at 1:00 p.m., at Cullman Regional Medical Center, 1912 Alabama Highway 157, AL 35058,[1] Plaintiff will take the deposition of **James Clements** upon oral examination by stenographic and/or video means before a notary public, or before some other officer authorized by law to administer oaths.

Allen D. Arnold
Counsel for Plaintiff



[1] Professional Office Building 1, Room 225

OF COUNSEL:
Allen D. Arnold, LLC
6 Office Park Circle, Ste. 205
Birmingham, AL 35205
Office – 205.252.1550
Facsimile – 205.469.7163
ada@allenarnoldlaw.com

CERTIFICATE OF SERVICE

I do hereby certify that I have emailed a copy of the above and foregoing to counsel for the Defendant on December 2, 2025, upon:

Robert Lockwood
Lockwood & Associates
527 Fountain Row Southwest
Huntsville, AL 35801
Office – (256) 400-4522
Counsel for the Defendant
robert@lockwoodlawyers.com



Of Counsel

Robert Lockwood

From: Land, Schinley
Sent: Wednesday, June 1, 2022 2:14 PM
To: Courtney, Lisa
Subject: FW: Noffsinger Settlement Due - Approval Needed When you Return

See below

-schinley

Schinley Land
Executive Director of Physician Services
Cullman Regional Medical Center
1912 Alabama Highway 157
Cullman, AL 35058
Phone: 205-213-7790

From: Donaldson, Nesha <Nesha.Donaldson@cullmanregional.com>
Sent: Wednesday, June 1, 2022 2:06 PM
To: Land, Schinley <Schinley.Land@cullmanregional.com>
Subject: RE: Noffsinger Settlement Due - Approval Needed

She started a spreadsheet to record this for James, so I think that would be best.

From: Land, Schinley <Schinley.Land@cullmanregional.com>
Sent: Wednesday, June 01, 2022 2:04 PM
To: Donaldson, Nesha <Nesha.Donaldson@cullmanregional.com>
Subject: RE: Noffsinger Settlement Due - Approval Needed

We have time for it to wait.

-schinley

Schinley Land
Executive Director of Physician Services
Cullman Regional Medical Center
1912 Alabama Highway 157
Cullman, AL 35058
Phone: 205-213-7790

From: Donaldson, Nesha <Nesha.Donaldson@cullmanregional.com>
Sent: Wednesday, June 1, 2022 1:59 PM
To: Land, Schinley <Schinley.Land@cullmanregional.com>
Subject: RE: Noffsinger Settlement Due - Approval Needed

Can this wait until Monday? When Lisa returns? Are we under contract to pay on a certain date?



From: Land, Schinley <Schinley.Land@cullmanregional.com>
Sent: Wednesday, June 01, 2022 8:59 AM
To: Donaldson, Nesha <Nesha.Donaldson@cullmanregional.com>
Subject: Noffsinger Settlement Due - Approval Needed

Nesha,

Dr. Noffsinger's agreement calls for him to have a settlement monthly for any w/RVUs over 423.75. Attached you will find his w/RVUs for May and the settlement calculation.

Totals w/RVUs: 770.56
Less Base: 423.75
Total Over Base: 346.81
Comp Rate: $50
Total Due:$17,340.50

Do you approve this amount to be sent to payroll for settlement processing?

-schinley

Schinley Land
Executive Director of Physician Services
Cullman Regional Medical Center
1912 Alabama Highway 157
Cullman, AL 35058
Phone: 205-213-7790

Robert Lockwood

From: Courtney, Lisa
Sent: Monday, June 6, 2022 12:42 PM
To: Donaldson, Nesha (Nesha.Donaldson@cullmanregional.com)
Subject: Summary Talking Points for James
Attachments: Summary Talking Points for James.docx



Turning Point:

- Drop to 1 physician
- No more Hartselle – focus on Cullman/ED
- Must work M-F, 40 hours/week
- _____ ____% of collections or straight salary

North:

- Noffsinger – Move to % of collections (this will make him leave)
- Alam, Brimer, Gonzales – work 40 hours/week
- Studdard – No change. Just explain what is being told to others.
- Morgan – Same as Studdard.

Multispecialty:

- Bullard – Base plus cash collection %
- Fernandez – Eliminate all infusion costs, base plus cash collections that decreases as the new one starts and she retires

Occ Health:

- Close

South:

- Relocate to North
- Eliminates all staff but Villar

Cardio:

- All minus Singireddy – base plus cash %

Waller Lansden Dortch & Davis, LLP
511 Union Street, Suite 2700
P.O. Box 198966
Nashville, TN 37219-8966

615.244.6380 main
615.244.6804 fax
wallerlaw.com

John J. Park
615.850.8767 direct
john.park@wallerlaw.com

September 28, 2022

Via EEOC Respondent Portal

Equal Employment Opportunity Commission
Birmingham District Office
Ridge Park Place
1130 22nd Street
Birmingham, Alabama 35205

Re: Charging Party: Dr. Hansel Noffsinger
Respondent: Cullman Regional Medical Center
Charge No.: 420-2022-03336

To the Investigator:

This letter is submitted as Respondent Cullman Regional Medical Center's (the "Hospital") response to the charge of discrimination filed by Charging Party Hansel Noffsinger. For the reasons below, Dr. Noffsinger's allegation that he was terminated because of his age is without merit. The Charge should be dismissed.

I. Background

The Hospital is a 145 bed medical center owned and operated by the Health Care Authority of Cullman County, Alabama. Dr. Noffsinger was hired by the Hospital in January 2020 as an internal medicine physician and began seeing patients in or about April 2020.

The Hospital had issues with Dr. Noffsinger's conduct throughout his employment. Dr. Noffsinger was unprofessional and disrespectful towards staff and colleagues. In one instance, Dr. Noffsinger yelled at a coder that was reviewing whether he had properly coded certain procedures. Also, in March 2021, the Hospital became aware of allegations by several former employees that Dr. Noffsinger had made sexual jokes or innuendos in the workplace. Dr. Noffsinger admitted that he made "off-color jokes" with sexual content, although he claimed that he had asked permission from the other employees before making the remarks and had not realized that he offended anyone. The Hospital did not terminate Dr. Noffsinger at that time, but required him to participate in one-on-one sensitivity training (at the Hospital's expense) regarding proper workplace conduct.

The Hospital also had to warn Dr. Noffsinger on multiple occasions about following best practices and procedures. In March 2021, Dr. Noffsinger was counseled to ensure that he used chaperones, regardless of patient/provider gender, anytime there is an examination of or near the breast or genitals.

Dr. Noffsinger is correct that he had a full patient load, as would be expected for a physician of his experience and tenure at the Hospital. Dr. Noffsinger, however, was also highly



compensated relative to his peers. Despite his RVU's, Dr. Noffsinger did not generate sufficient revenues for the Hospital to justify his compensation level under his current employment agreement. Given the concerns about his professionalism and anticipated reaction to a proposed reduction in pay, the Hospital did not believe it would be productive to attempt to negotiate a new agreement and made the decision that it would be mutually beneficial to end the employment relationship.

II. Response to allegations in the Charge

The Hospital denies that Dr. Noffsinger was discriminated against on the basis of his age and responds to the specific allegations in the Charge as follows:

> **On his first day of work, Dr. Shadeem Alam, a newly hired physician, told me "I hear you are about to retire." This was not true and I informed Dr. Alam that I had no intention of retiring.**

Dr. Alam denies making this statement, and regardless it is in no way representative of the Hospital's understanding of Dr. Noffsinger's intentions with respect to retirement. The Hospital hired Dr. Noffsinger with the expectation that he would continue his practice with no anticipated retirement date.

> **Upon information and belief, Respondent's management held a meeting to discuss each of the doctors and their future plans within the organization; however, the Office Manager informed me that the management team did not discuss my future with the organization in any capacity.**

Dr. Noffsinger does not identify when this meeting allegedly occurred. The management team at the Hospital discusses its physicians and their futures on an ongoing basis. Dr. Noffsinger was hired by the Hospital in 2020, and as discussed above its expectation was that he would continue practicing and treating its patients as long as he did so in a professional and productive manner.

> **Respondent commenced marketing efforts to increase the practice's patient load. All of the internists were invited to participate in these sessions with the advertising agency which included social media advertising, TV interviews, and print advertising. Respondent did not extend this invitation to me.**

This is not true. The Hospital marketed Dr. Noffsinger upon his arrival just as it does with all new physicians. (See https://cullmanregional.com/cullman-regional-welcomes-internal-medicine-physician-hans-noffsinger-md-to-medical-group/.) The Hospital similarly marketed newer physicians as they were hired. At the time that several new physicians were beginning, Dr. Noffsinger had a full patient load and additional marketing of his services was not necessary.

> **Respondent transferred over to a lab work software system called iOrder. Respondent never provided me with credentials to use this**

system; however, Respondent's younger doctors and CRNP's were provided the necessary credentials.

The iOrder system was never rolled out at the Hospital during Dr. Noffsinger's employment. Certain physicians across the Hospital were asked to "beta test" the iOrder system to help identify issues or areas for improvement before it was installed Hospital-wide. Dr. Noffsinger, who had experienced difficulty with more basic technology in other aspects, was not asked to be part of this group. All existing systems and processes remained in place during the beta testing phase. Dr. Noffsinger would have been provided with credentials for the iOrder systems after beta testing was completed.

On June 15, 2022, Respondent terminated my employment. Respondent's outside counsel Colin Luke informed me of the termination. Respondent's Head of Human Resources and Respondent's Vice President Lisa Courtney were also present for the termination meeting. During the termination meeting, I asked why I was being fired. Luke stated that Respondent did not have to provide me for a reason for my termination. I asked Luke if I retained an attorney would they tell counsel, and Luke again stated that Respondent did not have to give a reason.

The Hospital terminated Dr. Noffsinger's employment on June 15, 2022. Although the Hospital declined at the time to elaborate on the circumstances and reasons for his termination described above, the decision had nothing to do with his age.

My patients were notified that I was no longer employed by Respondent and invited my patients to continue you with Respondent's remaining physicians and/or CRNPs: Shaldeen Alam (early 30's), Cameron Brimer (early 30's), Caroline Studdard (mid-30's), Carlos Villar (late 40's), John Morgan (early 50's), Richard Gonzales (early 50's) and Nicole Mangum (early 40's). These employees are under the age of forty or otherwise substantially younger than me. Of these employees, only Dr. Villar had been with Respondent longer and he worked at a separate clinic location.

Per its standard practice, Dr. Noffsinger's patients were invited to continue their treatment at the Hospital with one of its other physicians. Dr. Noffsinger's tenure at the Hospital was not a factor in the Hospital's decision and did not justify or outweigh the deficiencies that led to his termination.

Respondent measures the performance of its physicians and CRNPs by number of patient visits patient satisfaction scores and "relative value units", commonly referred to as RVUs. I generated an average of 800+ RVUs per month, equal to or more than that of my younger colleagues . . . combined. According to Respondent's office manager, WHO, stated that I had a greater number of patient visits, more RVUs and the highest patient satisfaction scores in the clinic. I saw more patients per month and per year than the entire clinic combined (3 internist, CRNP,

2 family practice). Respondent's decision to retain these younger employees and terminate my employment is due to my age. Based on patient load and RVU metrics, I produced significantly more income for Respondent's benefits than the younger physicians combined.

Dr. Noffsinger had a full patient load at the Hospital. RVU's, however, are not necessarily an accurate reflection of the actual payments that the Hospital received for his services. Further, Dr. Noffsinger was paid more than the other physicians, and his productivity did not support his compensation.

As above, Dr. Noffsinger's relative patient load and RVU metrics to other physicians did not justify or outweigh the deficiencies that led to his termination.

Upon information and belief, Dr. Shaldeen Alam informed my colleagues that it terminated my employment for writing prescriptions for controlled medications that I was not qualified to prescribe.

The Hospital is not aware that Dr. Alam made any statements to other physicians about the reasons for Dr. Noffsinger's termination.

III. Conclusion

Dr. Noffsinger's employment was terminated due to concerns with his professionalism and profitability. The decision had nothing to do with his age. The Charge has no factual or legal merit and should therefore be dismissed.

Should you have questions or require further information, please do not hesitate to contact me.

Very truly yours,

John J. Park

FILED
2026 Mar-05 AM 10:00
U.S. DISTRICT COURT
N.D. OF ALABAMA

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION

CASE NUMBER: 5:24-cv-900-LCB

HANSEL NOFFSINGER,

PLAINTIFF,

vs.
CULLMAN REGIONAL MEDICAL CENTER, INC.

DEFENDANT.

DEPOSITION OF LISA COURTNEY

STIPULATION

IT IS STIPULATED AND AGREED, by and between the parties through their respective counsel that the deposition of LISA COURTNEY, may be taken before Allison Miller, Commissioner, at Cullman Regional Medical

Center Professional Office Building 1, Room 225, Cullman, Alabama, on the 13th day of October, 2025, commencing at or about 9:30 a.m.

IT IS FURTHER STIPULATED AND AGREED that the reading of and signature to the deposition by the witness is waived, said deposition to have the same force and effect as if full compliance had been had with all laws and rules of court relating to taking of depositions.

IT IS FURTHER STIPULATED AND AGREED that it shall not be necessary that any objections be made by counsel to any questions, except as to form or leading questions, and that counsel for the parties may make objections and assign grounds at the time of the trial, or at the time said deposition is offered in evidence, or prior thereto.

IT IS FURTHER STIPULATED AND AGREED that notice of filing of the deposition by the Commissioner is waived.

In accordance with Rule 5(d) of The Federal Rules of Civil Procedure, as Amended, effective May 15, 1988, I, Allison Miller, am hereby delivering to Mr. Allen Arnold, Esq., the original transcript of the oral testimony taken on the 13th day of October, 2025, along with exhibits.

Please be advised that this is the same and not retained by the Court Reporter, nor filed with the Court.

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APPEARANCES

APPEARING ON BEHALF OF THE PLAINTIFF:
Mr. Allen Arnold
Allen D. Arnold, LLC
6 Office Park Circle
Suite 205
Birmingham, Alabama 35205

APPEARING ON BEHALF OF THE DEFENDANTS:
Mr. Robert Lockwood
Lockwood & Associates
527 Fountain Row Southwest
Huntsville, Alabama 35801

ALSO PRESENT: Schinley Land

I, Allison Miller, acting as Commissioner, certify that on this date as provided by Rule 30 of the Alabama Rules of Civil Procedure and the foregoing stipulation of counsel, there came before me LISA COURTNEY, witness in the above cause, for oral examination, whereupon the following proceedings were had:

COURT REPORTER: Usual stipulations okay with everybody?

MR. LOCKWOOD: Yes.

MR. ARNOLD: Yes.

LISA COURTNEY,

being first duly sworn, was examined and testified as follows:

EXAMINATION BY MR. ARNOLD:

Q. Good morning. My name is Allen Arnold. I'm an attorney and I represent Hansel Noffsinger in the matter of Noffsinger versus Cullman Regional Medical Center in the Northern District of Alabama Federal Court. Could you, please, state your full name, for the record?

A. Lisa Lee Courtney.

Q. What is your address, Ms. Courtney?

A. It's 2020 County Road 870, Greenhill, Alabama, 35053.

Q. What is your personal phone number?

A. It's just my cell, which is 205-317-0159.

Q. I'm only asking you this contact information in the event that you're separated from Cullman Regional between now and if this matter goes to trial, just to be able to find you.

A. All right.

Q. This is also another similar question. If this case goes to trial we will have a jury selection process. Who are your relatives in the Northern District of Alabama? I don't want any of them on the jury.

MR. LOCKWOOD Is it extensive?

A. It's just my husband.

Q. Let's first talk about: Is it extensive?

MR. LOCKWOOD: From Shelby County up?

A. No, just my husband and my son. Most of my family is Lamar County, right on the Alabama and Mississippi line.

Q. Is that above or below Tuscaloosa?

A. To the left. Pickens County and then Lamar County. Pickens County and Lamar County border--

MR. LOCKWOOD: Is it north or south of I-20?

A. West.

Q. Pickens is north. Could you give me the last names of those relatives?

A. Last names would be Wilson. Most common last name.

Q. How extensive is that family?

A. I just have one brother. He has two daughters.

Q. What are their names?

A. Ken Wilson. His wife is Bonnie Wilson. My nieces are Kristie Albritton and Kendra Moore. Kendra's husband is Taylor Moore and Kristie's husband is Darren Albritton.

Q. If you think of any other relatives that

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live essentially, you're lawyer got it right, I-20 up --
A. Okay.
Q. -- don't hesitate, if we come back from a break, to include those.
A. Okay. I have cousins and stuff like that that would take a long list because I grew up in Lamar County.
Q. We'll do the same thing we did during Dr. Noffsinger's deposition. We'll exchange to minimize any concerns --
MR. LOCKWOOD: The good news is I think we are drawing by division now.
MR. ARNOLD: They are. Really just be wherever we are --
MR. LOCKWOOD: I think we're Central Division.
MR. ARNOLD: I don't know what it's called anymore, Middle.
MR. LOCKWOOD: That's right.
Q. Are you -- back to questions. Are you on any medications today?
A. Yes.

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Q. What medications do you take?
A. I take Lisinopril for my high blood pressure. That may be all I take. Oh, Nexium. I have heartburn.
Q. Do any of those medications effect your ability to remember or recall anything or otherwise effect your ability to tell the truth?
A. No.
Q. This is not a marathon session. If you need a break today, please, let us know when you need a break. The only thing I ask is that if there's a question pending you answer the question before we commence the break. Do you agree to that?
A. Yes.
Q. You're doing a great job with yes and no. Of course, it's the beginning of the day. Just remember that our court reporter can only take down verbal answers and that head nods, uh-uh, huh-uh, I will have to correct you, and if we can minimize that the faster the day will go; is that okay?

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A. Yes.
(Whereupon, Plaintiff's Exhibit Number 1 was marked for identification and copy of same is attached hereto.)
Q. I'm marking what is Plaintiff's Exhibit 1, which is your Deposition Notice. I will ask you have you seen this Deposition Notice prior to today?
A. Yes.
MR. LOCKWOOD: We gave it to you?
THE WITNESS: Yes.
MR. LOCKWOOD: Cathy is on the job.
Q. And you understood that this is -- a Deposition Notice is a legal tool to bring you here and compel your testimony and that this testimony is under oath?
A. Yes.
Q. You understand that means under penalty of perjury?
A. Yes.
Q. Who is your employer?
A. Cullman Regional Medical Center and Health Care Authority.

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Q. Could you explain what -- are those two different entities? That's a bad question. Is the Health Care Authority and Cullman Regional Medical Center two different businesses?
A. Essentially, no.
Q. And you qualified that. Could you explain what you mean by that?
A. So the Health Care Authority is the -- we are a County hospital. That's where the Health Care Authority comes in. The Authority has one tax ID> Cullman Regional is a non-profit. It has another tax ID, but it rolls up underneath the Health Care Authority.
MR. ARNOLD: Are there any issues that I misidentified in this lawsuit?
MR. LOCKWOOD: We're not going to raise that as an issue.
MR. ARNOLD: Okay.
MR. LOCKWOOD: I think probably the correct Defendant is Cullman Regional -- is the Health Care Authority of Cullman. I don't play games like that.

MR. ARNOLD: That's all -- I wanted to make sure of that. I didn't think you would. I wanted to clear it up.

Q. When did you start at Cullman Regional Medical Center?

A. October of 2018.

Q. What position did you have when you started at Cullman Regional?

A. I was the vice-president of Physician Services.

Q. Have you remained in that job the entire time?

A. No.

Q. What position are you in now?

A. I'm the chief operating officer.

Q. Your website for Cullman Regional indicates you are the vice president of Physician Relations. Can you walk me through your starting position until you're COO?

A. Vice-president of Physician Relations Enterprises we interchanged that term. It never really changed. That's because Physician Services, we just called it something different

every time. I moved into the COO role in January of this year, 2025. We just hadn't updated our website.

Q. So you started off as the vice-president of Physician Services?

A. That's what my signature said. Relations maybe is what she put on the website.

Q. You have had two jobs essentially over the past two years?

A. Yes.

Q. Even if the nomenclature changed, even if the names changed, basically you've had this vice-president position and now chief operating officer position?

A. Yes.

Q. Prior to today have you ever taken -- ever sat for a deposition before?

A. Yes.

Q. When did you sit for a deposition before?

A. One was a long time ago. It was maybe 2008 or so and that was for a prior employer.

I worked in North Carolina for Kendra Health Care and I had already moved back to Alabama and I had to -- I was the Admissions Director for the nursing home for Kendra and I was the one who signed the admission paperwork and there was an arbitration agreement notice in the paperwork and I had to talk about that. That was my first time being deposed. It was a long time ago. I can't remember the exact date.

Q. Okay. Go ahead.

A. The second time would have been a year or so ago, a year, year and a half ago, and that would have been in a case with a nurse practitioner or physician assistant, excuse me, not a nurse practitioner.

Q. Do you remember that physician assistant's name?

A. Give me some time. I'm sure it will come to me. I can't think of her name.

MR. LOCKWOOD: I was their lawyer and I can't remember it, either.

A. It will pop in my head at some point

during this.

Q. Do you know if that matter was filed in the Federal District Court or in a local Circuit Court?

A. I'm assuming local.

MR. LOCKWOOD: Northern District of Alabama.

A. I don't know the difference. Sorry.

Q. Is that the only deposition you have sat in for the benefit of the defendant prior to today?

A. Yes.

Q. Have you sat for any other depositions in the capacity not related to your employment?

A. No.

Q. Have you ever testified in open court before?

A. No.

Q. You talked a little bit about your previous employment and you said Kendra Health Care. That was in North Carolina?

A. It was.

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Q. And then where did you work after Kendra Health Care?
A. We moved back to Alabama. I took a position with Odyssey Hospice.
Q. Is that General Health Resources?
A. No, it was a very -- Odyssey went out of business like three months after I took the position. So I don't usually talk about it too much on my resume. I went from Odyssey to General Health Resources.
Q. What is General Health Resources?
A. It was a nurse staffing agency.
Q. And did you resign from the position with General Health Care Resources or were you terminated?
A. No, I resigned.
Q. Then according to your website through the hospital here it says you went to Baptist Health System?
A. Yes.
Q. What was your position with Baptist Health System?
A. I was first hired on as the

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administrator for one of the urology clinics that was in Jasper, but then I moved into an operations director position and I covered clinics across all of the hospitals across the -- my market was -- at first it was just the Walker market and then I took the Walker and then the Princeton market and then I started doing hospitalists. By that point Tenet had came on. Tenet had taken over Baptist and I was over all five of the hospitals.
Q. How many employees did you supervise under the -- let me ask this. When you ended up -- the website says Baptist Health System and Brookwood Baptist, that's the same --
A. Tenet was. When Tenet bought Baptist it was Tenet, but they called it locally Brookwood Baptist Health, which is now Orlando Health.
Q. Did you resign from Brookwood Baptist?
A. I did, yes.
Q. Were you recruited to come work at Cullman Regional or did you look for the job?
A. Really neither. One -- my -- my boss at Baptist was actively looking for another

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position because nobody really liked working for Tenet and she had interviewed for this position up here and she had been offered this position and she had been offered a position at Bradford Health. Bradford was closer to her house. So when she turned down this position, she told them she knew somebody that would be perfect for it. So she came to me and said, hey, if you are looking to leave, too, you might want to go apply for this job.
Q. You got a nudge, basically?
A. I got a nudge.
Q. At any of these positions have you -- did you get any training in regard to how to manage the human resources side of operating a business, which would include payroll, compliance with benefits, compliance with discrimination law? General question, I'm asking --
A. Sure. In all of these positions I worked very closely with HR. I don't know if there was any formal training while I was in those positions other than just general

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compliance training. However, in my master's, I have a master's in health care administration and I have just a regular business degree, I have definitely taken classes in that.
Q. Have you attended any training or seminars that deal with how -- in regard to compliance with Federal discrimination laws?
A. I can't specifically say yes or no.
Q. Do you have any recollection of taking any sort of training involving how you should examine your own decision making about employees to comply with Federal discrimination law?
A. I have definitely been in training on -- on compliance. I can't -- it's just -- that's a generality, though. I can't specifically tell you when and where.
Q. Do you know who conducted or provided this training?
A. I couldn't say.
Q. I know you can't say when and where, but could you do your best to generalize how many years ago that might have been?

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A. All health care companies, all companies put you through training when you first get started, or annual training. I have done it with Baptist, I have done it with General Health Care. We do compliance training here for various reasons. So everywhere, and Colin does the compliance training with us. We put our board through it. We put our physicians through it. We put our directors through it.
Q. And Colin, are you referring to Colin Luke?
A. Yes, it's not Colin himself doing it. His health care, his own firm does our training.
Q. That's Holland & Knight?
A. Yes.
Q. Do they bring somebody in who essentially conducts a seminar with lots of people in the room?
A. Yes, they do.
Q. Are there any -- are any of these -- any of this training recorded training where, you know, like a webinar or something that's

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prerecorded and you have to sit through it?
A. No, it's not been in the past. I did record it this year for the first time ever. So I had physicians who could not attend so that they would actually be able to watch it. This is the first time I have ever done that.
Q. Do they provide -- in the previous training do you have regarding compliance with Federal discrimination law they provided you, did Holland and Knight provide you with any written materials?
A. I can't remember.
Q. Do you have any social media profiles?
A. I do.
Q. What profiles do you have?
A. Instagram, Facebook. I have a Tiktok account. I just watch videos. I don't post anything.
Q. You don't post on TikTok?
A. No. I just watch videos. I do post on Instagram and Facebook. It's mainly family. I don't post outside of that.
Q. Have you posted anything on your

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Instagram or Facebook account regarding Dr. Noffsinger in any capacity?
A. The only thing I -- I can't say for sure. I sometimes share the marketing that Cullman post on a physician. Sometimes I will just hit share. I can't say specifically if I did his or not.
Q. Are you saying specifically about Dr. Noffsinger in any capacity on your social media account?
A. Absolutely not, no.
Q. Did you prepare for today's deposition? Please note, before you answer this question, I do not want to know what you communicated with your lawyer, but I do want to know if you prepared for today's deposition?
A. Yes.
Q. How long did you prepare for today's deposition?
A. Couple of hours.
Q. Did you review any documents in preparation for today's deposition?
A. Yes, sir.

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Q. What documents do you recall reviewing?
A. E-mails.
Q. Anything else?
A. Texts.
Q. Anything else?
A. That's mainly it that I can just pull up in my head.
Q. And did you take -- and during -- you were present at Dr. Noffsinger's deposition; right?
A. I was, yes.
Q. You took notes during that deposition; right?
A. I did.
Q. You shared those notes with, for example, Ms. Land, who is on the other side of the table here?
A. Right. I have not.
Q. Have you shared those notes with anybody other than your lawyer?
A. I have not.
Q. I want to back up a little bit on your

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job as the vice-president of Physician Relations. What was -- what are your responsibilities in that role, I guess, from 2018 until you got promoted? Congratulations on being promoted.

A. Thank you. It involved when I first was hired, we only had a couple of clinics. They had not recruited a whole lot of physicians. We maybe had only two clinics. My primary job was to, as a recruiter, as a physician recruiter, I recruited for both physicians and nurse practitioners that we were going to employ and also physicians that may go into a private practice, that the practice ask the hospital that helps them recruit. That's pretty common practice in hospitals.

Q. I'm -- for example, I know my ENT Associates has an office somewhere nearby here. They might say we need help recruiting and you would provide that as a service?

A. Correct.

Q. Do you pay for that service if you are the private practice, or is it just a big

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picture you benefit because they can have a doctor bring referrals to the hospital?

A. We do a Recruitment Agreement with them. So we may help share in the startup costs where they have to provide their financials and they do a pay back. It's kind of a startup loan kind of thing. It really just depends on the specialty, but that's common practice with all hospitals to help bring providers to the area to provide services for the community.

Q. So is your primary job when you started in 2018 to grow the number of physicians working at Cullman Regional Medical Center?

A. Yes.

Q. You said it started off with two clinics. What two clinics were in 2018?

A. That was employee clinics. We had a lot of non employee clinics, but Cullman had not put a lot of help into recruiting. It had been kind of stagnant recruiting, not a lot of new physicians came in the area for several years prior to me getting here.

Q. What is a non employee -- did you

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say --

A. Non employee, like ENT Associates. They're not employed by the hospital.

Q. I see.

A. And so we only had two clinics that were employed. Cardiology Clinic here was employed.

Q. What was the other one?

A. There was a urologist who had just started and there was the Primary Care Clinic had started. They just had a nurse practitioner in there.

Q. Do you recall who that nurse practitioner was?

A. Yes, her name was Cindy Hawkins.

Q. And then how many clinics had developed, been created that are owned by Cullman -- I may not use the word ownership very well, but how many clinics had been created under your supervision by 2020 here at Cullman Regional Medical Center? And I understand this is not -- I'm not holding you to memory here. I'm just trying to get the history.

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A. Urgent Care had opened both General Surgery and Ortho had opened up by that point. We probably had about seven or eight clinics by that point. So it had grown and we had added physicians to those clinics

Q. Grown from two to seven and eight clinics?

A. That's correct.

Q. And did the number of clinics continue to grow after 2020?

A. Correct.

Q. How many clinics are in effect by 2022?

A. Probably ten or so. We also employed the hospitalist. While that's not a clinic, that's a physician group that we employ. We employ the Anesthesiologists. It's not a clinic. It's a physician group that we did not employ before.

Q. I want to ask questions about Primary Care Clinic, I think is the one that's at issue for today's purposes in this lawsuit; is that right?

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A. That's correct.
Q. And the Primary Care Clinic, does it have -- in -- I'm going to focus now to the time frame of 2018 to 2022 --
A. Okay.
Q. -- how many locations were -- how many locations did the clinic have in 2018 when you got here?
A. One.
Q. Did they grow to more locations?
A. Yes.
Q. How many locations did it grow to total?
A. Two.
Q. What were those locations called?
A. What time period?
Q. After 2018 you had one?
A. Yes.
Q. And it grew?
A. It grew.
Q. What did it grow to?
A. I believe I added the second one in '19.

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Q. Do you recall which one that was?
A. That would have been the South Clinic.
Q. Where is the South Clinic?
A. It's closed today.
Q. Where was it?
A. It was on the south side of town. I don't know the address. It was over by the Aquatic Center, which doesn't help you at all.
Q. But not on this campus?
A. That's correct, yes.
Q. Were other Primary Care Clinics opened?
A. It would have been after Covid. I can't remember if it was '21 or '22 we opened a clinic in Hartselle, Alabama, which is about thirty minutes up the road north towards Madison, between here and Madison.
Q. Lots of Alabama linemen come from Hartselle. I have also seen in some of the paperwork your lawyer have produced some Downtown Clinic and a North Clinic.
A. The North Clinic is the one here on campus. When we added the South Clinic we had to differentiate the two and that was just --

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we never called it -- marketing hates the word North Clinic, but it's just how we in our heads as we were talking about it separated it. It's North and South. We bought a property right beside the Publix, which is in downtown near the warehouse area in Cullman that we were going to build a downtown clinic. That never happened. Recently we have sold that land, but if you hear us talk about the Downtown Clinic that was the clinic we were talking about. We were actually going to move South to a new location.
Q. I have seen some paperwork with an address on it for Downtown, but that clinic never even opened and became operational?
A. We never even started building. We would have had to build from the ground up. It was going to be construction. It was a whole project that we never moved forward with other than buying the property.
Q. Are there any other -- you said some locations for the Primary Care Clinic have closed. Tell me -- we named all the ones that

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have opened in the last --
A. We have, yes, as far as Primary Care, yes.
Q. South, Hartselle, and North, and then the Downtown Clinic, which I know I have seen the words on some paperwork, but that never opened?
A. That's correct.
Q. How many Primary Care Clinic locations are there now?
A. Two.
Q. What has disappeared?
A. South Clinic.
Q. When did it close?
A. We closed it in 2022.
Q. I'm showing you what is marked as Plaintiff's Exhibit 2.
(Whereupon, Plaintiff's Exhibit Number 2 was marked for identification and copy of same is attached hereto.)
Q. I'm showing you Plaintiff's Exhibit 2. Have you seen this document before? Look through all the pages and, please, do that

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throughout the deposition. I'm going to hand you lots of documents with multiple pages. Please look through them all before you answer that question about if you have seen the document.

A. (Witness reviewing document). Yes, I have.

Q. This is the Defendant's Answers to Interrogatories that have been made part of this lawsuit?

A. Yes, sir.

Q. If you will, go to the back page. Is that your signature that's signed under the notary there?

A. Yes, it is. Above the notary.

Q. Excuse me, yes, ma'am. You understand these answers are signed under penalty of perjury?

A. I do, yes.

Q. Are those Answers to those Interrogatories true and correct?

A. Yes.

Q. Are there any changes you want to make

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to any of these Interrogatory Answers?

A. No.

Q. You can put that to the side and maybe leave it out in case we come back to that one. I believe most things, once we look at them, once we look at them we'll be one and done.

(Whereupon, Plaintiff's Exhibit Number 3 was marked for identification and copy of same is attached hereto.)

Q. I'm showing you what is marked as Plaintiff's Exhibit 3. I'm going to put the sticker right here just so we agree that it's not covering anything. What is this document?

A. It is a flyer advertising Primary Care Physicians.

Q. Have you seen this document before today?

A. I have, yes.

Q. Is this an accurate copy of the document?

A. Yes.

Q. Does the text under -- the document

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appears to be an advertising flyer?

A. Yes.

Q. Is that right?

A. Yes.

Q. Does the text under -- and there are -- there are eight portrait photographs on the flyer; is that right?

A. Yes, sir.

Q. Does the text under each portrait correctly identify the health care provider such that if a patient seeks to see Dr. Brimer and the patient shows up, that's what Dr. Brimer will look like?

A. Yes.

Q. Does the text under each picture correctly identify the health care provider's specialty?

A. Yes.

Q. And what is the specialty? I want to make sure I understand. What does a specialty mean in terms of internal medicine and family practice on this document? What would that mean to a patient?

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A. Family practitioners take care of all -- they can take care of any -- they're all Primary Care. They're all your general doctor that you would go to for your normal day-to-day problems. They're your first line of defense for your normal medical care. Family Practitioner take care of everything from, lack of a better term, they take care of pregnant people, they take care of babies and they take care of geriatics, older patients. So there is no difference in the age. It does not matter to a family practice. Internal Medicine is different. Internal Medicine does not take care of anybody under the age of eighteen. They -- they pride themselves on specializing in adults that they feel are sicker and they're more specialized than just family practice.

Q. Does an internal medicine doctor have a different board certification than a family practice doctor?

A. They do.

Q. So it's different, completely different areas of practice in terms of how they're

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recognized by boards?
A. Yes, each have their own board. They are both -- one is Internal Medicine and the other is Family Practice, but they're all Primary Care.
Q. Understood. Now, the business of medicine, unfortunately, something we have got to talk about a little bit, but my understanding is that the simple version is we have some form of health insurance, as a patient you come here, the medical -- the clinic or hospital would then send a claim to the health insurance company, whether it's Blue Cross Blue Shield and then essentially the difference in pay, the health insurance company pays for the -- pays for the service, then, in a very simplified, much complicated process?
A. In a very simplified way, yes.
Q. Here's my question. Do internal medicine physicians have different reimbursement rates as compared to family practice physician services providers?
A. They do not.

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Q. So they're identical, in other words, if I come in for a regular checkup, and it's an internal medicine doctor or family physician, the reimbursement rate to the hospital would be identical?
A. That's correct.
Q. All right. And then a minute ago we were talking about the Downtown Medical Group. This is the 1705 Main Avenue Southwest, Suite B that's on Exhibit 3, that never opened?
A. Let me explain what I mean by that. What marketing calls a practice and what we call it inside our own organization just as day-to-day could be different. Marketing did not like us to use the term North and South, frankly. They used North here, but they didn't love it. When we bought the property we were -- we rented the space for the South. We didn't own that building. That was a rental space. It was pretty awful. As a matter of fact, it was just not up to what Cullman feels like is our standard. When we bought the property, that would have been in a different

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location. We were going to market it as Downtown. When Jennifer came on as our marketing director she wanted to go ahead as she was creating flyers start using the terminology as Downtown. I always called that practice, as did every single other person that just generally worked in the office, around the hospital, as South because that was what we all knew it as, but at this time this flyer went out we had plans on moving that clinic. We were going to move South to Downtown and she wanted to try to start changing our vernacular to start saying Downtown. It never caught, which is why I still say South. I'm sorry.
Q. But -- so whenever -- I will try to avoid using the word Downtown, then, as best I can for the remainder of this. If we see Downtown in an email of some kind, that would really mean South?
A. Especially if it's anything to do from a marketing standpoint, yes.
Q. And going back to Exhibit 3 for just a second. Are these the physicians that worked

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for the Cullman Regional Primary Care Clinic in 2022?
A. Yes.
Q. Okay.
A. Oh, in '22?
Q. Yes, ma'am. Or let me rephrase.
A. In '21, yes.
Q. '21. At the time that flyer was published?
A. At the time the flyer was published, yes.
Q. These physicians still --
A. These physicians still worked, yes.
(Whereupon, Plaintiff's Exhibit 4 was marked for identification and copy of same is attached)
Q. I'm showing you what's been marked as Plaintiff's Exhibit 4. This is a composite exhibit of several Bates stamps provided by your attorney, and if you will just look through that and let me know when you are finished.
A. (Witness reviewing document). Okay.

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I'm finished.
Q. Are these the names of the health care providers that have worked at the Cullman Primary Care Clinic that have been produced in this lawsuit?
A. We're missing Cindy Hawkins.
Q. We're missing Cindy Hawkins. All right. This is everyone that's been provided. It doesn't mean anyone is being nefarious.
MR. LOCKWOOD: I think she was gone before any of this started.
A. She was right there at the very beginning.
Q. Her name came up in Dr. Noffsinger's deposition. But that's not really the point of the question. If you will look at the first page, and this is for a Dr. Alam. That indicates his birthday as December 2, 1987; is that correct?
A. Yes.
Q. Any reason to dispute that birth date?
A. No.
Q. I'm happy to go through each one. Can

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you confirm all the birth dates on this composite exhibit are accurate to the best of your knowledge?
A. These people filled them out. So to the best of my knowledge they would have filled them out correctly.
(Whereupon, Plaintiff's Exhibit 5 was marked for identification and copy of same is attached hereto.)
Q. I'm showing you what is marked as Plaintiff's Exhibit 5. Have you seen this sort of document before?
A. Yes.
Q. What is this document?
A. It's a Position Control Form.
Q. What does that mean?
A. Any time that we're making any kind of change within an employee, whether it's a new hire, a termination, a status change, from part time to full time, full time to part time, this gets filled out and it gets sent to the appropriate people, whether that's IT, HR, because of benefits. There's a various group

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of people that would need to have a copy of it. That's what it's for, is to make sure we have people in the right status.
Q. And the form, I guess, many people in the administration of basic information about the employee in terms of, I guess, their name and their job title?
A. Yes.
Q. And then at the bottom here, does it indicate, it says there is a rate, hour, and a rate year. Do you see that?
A. I do.
Q. Who is this Position Control Form for?
A. So this particular one would have went to HR.
Q. Let me rephrase. Who is the person identified by?
A. Sorry.
Q. That's okay.
A. Dr. Villar.
Q. How much did Dr. Villar make in terms of annual salary?
A. Two hundred and thirty-five thousand

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dollars a year.
Q. What was his date of hire?
A. 7/1/2019.
Q. Where was -- did you hire Dr. Villar?
A. Yes.
Q. Where did you place Dr. Villar after you hired him?
A. In the South Clinic.
Q. That's the Primary Care?
A. Yes, that's correct.
(Whereupon, Plaintiff's Exhibit Number 6 was marked for identification and copy of same is attached hereto.)
Q. I'm showing you what is marked as Plaintiff's Exhibit 6. I guess I'm still a little confused about Dr. Villar. This was a document -- first of all, have you seen this document before?
A. I don't think so.
Q. I will represent to you, just because I see these a lot, this is a document from the Alabama Department of Labor's Website Unemployment Claim. It appeared -- if you will

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go to page two, it appears that Dr. Villar was let go due to Covid in April of 2020. Do you have any recollection of that?
A. No.
Q. Was he actually let go in October of 2020?
A. No.
Q. Is there a chance that there was -- during the onset of the Covid epidemic did Cullman Regional layoff a lot of people?
A. We decreased hours. So we may have sent some people home for a time period.
Q. This just might have been an administrative mistake to include him in a layout notice to the --
A. Absolutely, because I don't -- he was -- we were doing driveby Covid visits with his clinic.
Q. It didn't make sense to me that y'all would have let him go at the height, at the beginning of that time.
A. Yeah, we weren't bringing people into his office, but they were driving up to the

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door.
Q. Is he still employed by Cullman?
A. Yes.
Q. Where does he work now?
A. Our main campus, Primary Care office.
Q. That's right across the street?
A. It's attached. Well, yes, this is POB 1. They're all attached. That's POB 3.
Q. Does Dr. Villar speak Spanish?
A. Yes.
Q. Would that be a business advantage to have a spanish speaking physician in the Cullman area?
A. Absolutely.
Q. Do any of the other physicians that we looked at on the flyer speak spanish besides Dr. Villar?
A. No.
Q. If you need to look at that exhibit to double check, it's --
A. Not that I'm aware of. Let me say that.
Q. Is Dr. Villar, does he have a signed

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Contract with Cullman Regional Medical Center?
A. Yes, sir.
MR. ARNOLD: I haven't gotten a copy of that Contract. I would like to get a copy of that, please.
MR. LOCKWOOD: It's apparently not in the personnel file. I will look for it.
MR. ARNOLD: Again, I don't think it's being held nefariously. I just haven't received it and I would like to see it.
Q. Who is Nicole Mangum?
A. She's a nurse practitioner.
(Whereupon, Plaintiff's Exhibit Number 7 was marked for identification and copy of same is attached hereto.)
Q. I'm showing you what is marked as Plaintiff's Exhibit 7. I will represent to you this is -- have you seen this document before?
A. Not recently. I wrote it.
Q. You wrote this email?
A. Yes.
Q. And the -- did you hire Dr. Mangum?

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A. She's a nurse practitioner.
Q. What do you call a nurse practitioner as a title?
A. Nicole. Really they are --
Q. I have seen -- some want to be referred to as a doctor.
A. You can get your doctorate as a nurse practitioner. Very few of them actually have gone. It's not like it's M.D. doctor. It's DDNP or something like that. It's a Doctor of Nurse Practitioner. It's maybe ten percent subset actually go that far.
Q. What day did you roughly hire Ms. Mangum?
A. I don't remember. From this email it would have been mid November of 2020, but I can't say for sure.
Q. That follows up to the next one.
(Whereupon, Plaintiff's Exhibit 8 was marked for identification and copy of same is attached hereto.)
Q. I'm showing you what has been marked as Plaintiff's Exhibit 8. Have you seen -- well,

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this -- you did not on this email, but it reflects that Ms. Mangum started about November 30th of 2020; does that sound right to you?
A. That sounds -- sure.
Q. Any reason to dispute it?
A. There's no reason to dispute it, no.
Q. And did Ms. Mangum sign a Contract to work with Cullman Regional Medical Center?
A. She should have, yes.
(Whereupon, Plaintiff's Exhibit Number 9 was marked for identification and copy of same is attached hereto.)
Q. I'm showing you what I have marked as Plaintiff's Exhibit 9. This is her Contract. And I'm going to -- I will refer to Bates stamps. Those are the little stamps in the bottom corner. Mr. Bates made a machine about a hundred and fifty years ago for lawyers that do these numbers. That's why they call them Bates stamps. If you will, look at Bates stamp 465.
A. Okay.
Q. Do you see the section that says

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compensation?
A. Yes.
Q. And does that accurately reflect doctor -- Ms. Mangum's compensation?
A. It would have, yes.
Q. Is the expectation she would earn fifty-two dollars and eighty-nine cents per hour and work forty hours per week?
A. Yes.
Q. And so if we multiply that by fifty-two we would have her yearly salary?
A. Yes.
Q. Does she earn overtime?
A. She would receive overtime if she worked over forty, yes. She had to get approval to work over forty.
Q. She's not -- she's a -- it's unclear. She's a non-exempt employee?
A. Yes.
Q. Even with this Contract?
A. That's correct.
Q. Do you recall -- did she work -- what has been -- what was Ms. Mangum's relationship

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with Dr. Noffsinger?
A. She worked in the practice with him, but not -- Nicole managed her own set of patients. Like nurse practitioners can work different ways with physicians. Sometimes they work as extenders to where they're working in the same -- they work actually with that physician, seeing the patients alongside of them. That's not how our nurse practitioners work in Primary Care for us. They actually have their own panel of patients. They see their own patients everyday just like the physicians do.
Q. Does she have to work what's called a collaborative practice?
A. She would have to, yes.
Q. What does a collaborative practice mean?
A. It's required by the State Board of Medical Examiners and the Nursing and so if the collaborative says that a physician is responsible for looking over their notes and checking they're quality. They go back in. They set up a quality plan that has to be on

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file with the Medical Examiners and with the Nursing Board that lays out what type of patients they're going to have to review, what type of charts you're going to review, how many of those charts you're going to review. It's just a quality check. If you're a new nurse practitioner, you have only been out of school for one to two years you actually have to work side by side for the physician for a certain percentage of your hours. Nicole was very experienced. She could have worked in an office completely by herself with just a physician reviewing her charts. She had been out for that long.
Q. Is the physician ultimately responsible for any of her decisions or mistakes or errors or anything like that?
A. That's -- that's up for debate, dependent upon what attorney gets them during a case. The State Board says no, that they are officially not. They are responsible for quality review and, you know, making sure that they are doing checks, but they aren't there

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when that patient was seen. So the physician is not responsible for what that nurse practitioner did during that time.
Q. So if the nurse practitioner, and I know this is a problem throughout medicine, and understand I'm not casting anything, if there's some sort of problem with a nurse practitioner who is writing too many prescriptions for opiods, the doctor is not ultimately responsible, does that reflect on him --
A. It wouldn't in other places, but in the state of Alabama it would. In the state of Alabama at the time nurse practitioners could not have -- I don't know when the law changed, to be perfectly honest. At one point nurse practitioners in Alabama could not have a DEA. So they could not -- not to where they could write controls. So any time they wrote a controlled substance they had to forward that to a physician and the physician actually signed it and wrote the -- they were the ones writing the drug. So in that instance the doctor is -- it shows up on their list of them

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writing the drug. Alabama has changed their rules and loosened up that some. And so nurse practitioners now can write controls on their own. I don't know exactly what year that changed, though. I can't remember. It's been within the past five years, but I honestly can't remember the date.
Q. Do you think it was before 2022? Was that rule changed before 2022?
A. I don't remember, but I'll be honest. It doesn't matter because not very many of my nurse practitioners have a DEA. I don't allow that. I don't like for them to have it. I like the oversight to be with a physician. It is hard for nurse practitioners sometimes to say no and it is much easier for a physician to say no, and I like the responsibility to go back to the physician to say no to a controlled substance.
(Whereupon, Plaintiff's Exhibit Number 10 was marked for identification and copy of same is attached hereto.)
Q. I'm showing you what has been marked as

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Plaintiff's Exhibit 10. Have you -- you may or may not have seen this document before. So just tell me, have you seen this document before?
A. I can't remember if I have seen it or not.
Q. Do you know who Dr. Alam is?
A. I do.
Q. Did you recruit him to come work at Cullman Regional Medical Center?
A. I did.
Q. At the time had he not completed a residency?
A. He was still in his residency when I first started talking to him. That's pretty common.
Q. But he had never, I guess, had his training wheels off to practice on his own at the time you recruited him?
A. No, he was a chief. He stayed an extra year during his residency at the end of his chief year. He could have come out and been on his own a year prior. So he had a little less

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training wheels than most when he came out because he did stay a chief year at Baptist.
Q. When you hired Dr. Alam, did you set his salary?
A. I did.
(Whereupon, Plaintiff's Exhibit Number 11 was marked for identification and copy of same is attached hereto.)
Q. I'm showing you what is marked as Exhibit 11. Did you write this -- I'm showing you an email that has your signature on it. Did you write this email?
A. I would have.
Q. What salary did you set for Dr. Alam?
A. Three hundred fifty thousand a year.
Q. Did he have a bonus contract contingency in his contract?
A. He would have had a bonus capability in his contract, yes.
MR. ARNOLD: I have not seen that Contract. Bob, if we could add that to the list.
MR. LOCKWOOD: Robert.

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MR. ARNOLD: I'm so sorry. I wasn't sure.
MR. LOCKWOOD: That's one of my pet peeves.
MR. ARNOLD: You know, being called Arnold is mine. I can respect that.
MR. LOCKWOOD: Being called what?
MR. ARNOLD: Arnold. You can call me Brother Arnold if you're a Kappa Sig or you can call me Mr. Arnold, but I am not the pig from Green Acres.
THE WITNESS: Being called Courtney is mine.
MR. LOCKWOOD: I call you Courtney all the time.
THE WITNESS: Everybody does.
MR. LOCKWOOD: Let's go off the record.
(OFF RECORD DISCUSSION WAS HELD)
Q. So just to be clear with these doctors we spoke about, Villar, Mangum and Alam, they're all under a Contract, they're not an at-will employee; is that right? Do you know what an at-will employee means?

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A. I don't know what the definition of that versus being under a Contract, no.
Q. And your lawyer can correct me, but an at-will employee in Alabama means an employer can terminate you at anytime for any reason and all obligations stop at the moment either one decides to sever the agreement. Whereas, The Contract will have a beginning term with a beginning date and an end date and compensation is due through your whole term depending on how the exit made part of the Contract. My question is, is for Dr. Villar, was he a Contracted employee or was he an employee at-will?
A. He was Contracted employee with a normal out clause.
Q. And Nurse Mangum, was she a Contracted employee?
A. She was, yes.
Q. She had the same --
A. Same sort of out clause, yes.
Q. And then for Dr. Alam, was he a Contracted employee?

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A. He was a contracted employee and he also has an out clause.
Q. Is he currently employed by Cullman Medical Center.
A. He is, yes.
Q. Has he left Cullman and returned?
A. He has not, no.
Q. What -- is Dr. Alam Internal Medicine or Family Medicine?
A. Internal Medicine.
Q. Is his bonus -- well, actually for all three doctors -- all three health care providers we have discussed up to date, are they paid a bonus for what has been called Relative Value Units?
A. Nicole would not have been. Dr. Villar and Alam would have had that ability to be able to bonus in their Agreement and still do, yes.
Q. And then does Cullman Regional Medical Center employ somebody by the name of Richard Gonzales?
A. We did.

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Q. When did Cullman Regional Medical Center employ him?
A. Dr. Gonzales started, I believe, at the end of 2020.
Q. Before you guess, let's look.
(Whereupon, Plaintiff's Exhibit Number 12 was marked for identification and copy of same is attached hereto.)
A. I could be wrong.
Q. It looks like he's starting May 1, 2021.
A. Yes, he signed his Contract in 2020. He was in California at the time and Covid messed a lot of things up for him. Getting him here took a lot longer, just getting his Alabama license there were some hiccups with everything that was going on in the world.
MR. ARNOLD: I have not seen a copy of that Contract, either.
MR. LOCKWOOD: We'll get it for you.
MR. ARNOLD: Thank you, sir.
Q. Did he practice -- Dr. Gonzales practice Internal Medicine or Family?
A. He's Family.

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Q. Did you hire Dr. Gonzales?
A. I did.
Q. And you hired him, I guess, roughly in 2020, but circumstances interfered with his start date. Did he start on May 1, 2021 as best you can recall?
A. To the best of my recollection. I can't really remember.
(Whereupon, Plaintiff's Exhibit Number 13 was marked for identification and copy of same is attached hereto.)
Q. I'm marking Plaintiff's Exhibit 13. And this is another Position Control Form. Who is this Position Control Form for?
A. This is for Dr. Gonzales.
Q. What is his salary?
A. It is two hundred and sixty thousand per year.
Q. Did he have a similar bonus structure for RVU production?
A. He does, yes.
Q. What is an RVU?
A. It is a Relative Value Unit. It is

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assigned by CMS, which is Centers of Medicare Services. That's what CMS stands for. But by the government. So it coincides with their EMM code, with their code level for -- what they put on their claims after seeing a patient. So how difficult that patient's visit was and what was going on with that patient, they assign a code. That code, whatever that code is, has an RVU assigned to it that CMS assigns. It changes every single year. They change those RVUs up in January, but that's what that is. I know it's just not super easy to understand if you're not in health care.
Q. Is it essentially how health care monetizes patient care?
A. Through physicians. That's an easy way for them to understand it, yes.
Q. It's an easy way for the hospital to understand it also in terms of compensation?
A. For compensation, yes. It's not how we're paid.
Q. When you say we're paid --
A. The hospital.

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Q. You're just paid straight salary; right?
A. It's not how the claim is reimbursed.
Q. Thank you. You said Dr. Gonzales is no longer employed with the hospital?
A. That's correct.
Q. When did he leave?
A. I'm not a hundred percent. I can't remember for sure. It would have been around 2023 sometime.
Q. Did his Contract expire and y'all did not renew it, or did he resign or was he terminated?
A. He resigned. He decided he was moving to Huntsville and he wanted to do concierge medicine, which was not something that we do in Cullman.
Q. And does the -- during 2000 -- well, did the defendant ever employ someone by the name of Dr. Thomas Brimer?
A. Yes, first name is Cameron, but Cameron Thomas Brimer, yes.
Whereupon, Plaintiff's Exhibit Number 14

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was marked for identification and copy of same is attached hereto).
Q. What was his practice?
A. He was Internal Medicine.
Q. Did you recruit Dr. Brimer?
A. Yes.
Q. I'm showing you what has been marked as Plaintiff's Exhibit 14. What was Dr. Brimer's compensation at the time he was hired?
A. Three hundred and fifty thousand one dollar and sixty cents.
Q. Is the date of hire on Exhibit 13 accurate, to the best of your recollection?
A. Exhibit 14?
Q. Excuse me, 14?
A. Yes, it is.
Q. And that date was August 31, 2021?
A. That's correct, yes.
Q. I'm showing you what is Plaintiff's Exhibit 15.
(Whereupon, Plaintiff's Exhibit 15 was marked for identification and copy of same is attached hereto.)

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Q. What is this document?
A. Dr. Brimer's Contract.
Q. Did you negotiate this Contract?
A. I did.
Q. It was your decision to hire Dr. Brimer?
A. Yes. It's not his complete Contract. There's no signature page.
MR. ARNOLD: This is how it was produced to me. Can I get the remainder of the Contract? It just stopped at the back. I'm sure the copy machine didn't work. And then the -- but on page --
Q. Look at Bates 267.
A. Yes.
Q. Do you see his annual compensation?
A. Yes.
Q. Is he paid any sort of bonus for his productivity?
A. He is.
Q. What is his bonus for productivity?
A. It says fifty dollars per worked RVU in excess of 5085 per year.
Q. Has he ever been paid a bonus in the

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time he's worked at Cullman Regional Medical Center?
A. I can't remember.
Q. Who is Carol Lynn Studdard?
A. She's another Internal Medicine Physician.
(Whereupon, Plaintiff's Exhibit Number 16 was marked for identification and copy of same is attached hereto.)
Q. I will show you Exhibit 16. Here's another Position Control Form produced by defendant during this litigation. Is this the Position Control Form for Dr. Studdard?
A. It is.
Q. What was Dr. Studdard's date of hire according to the form?
A. August 2nd of 2021.
Q. Is that consistent with your recollection of her hire date?
A. To the best of my knowledge.
Q. She didn't have a delay like Dr. Gonzales, did she?
A. No.

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Q. What was Dr. Studdard's rate of pay?
A. Two hundred and twenty-five thousand fourteen dollars and forty cents.
Q. Per year?
A. Yes.
Q. Was Dr. Studdard paid an RVU bonus like the other physicians?
A. I'm sure she was. I don't remember. She wasn't with us very long.
Q. I haven't seen that Contract.
MR. ARNOLD: So I need a copy of that as well.
MR. LOCKWOOD: Sure.
MR. ARNOLD: Thank you.
Q. And then her -- Dr. Studdard's employment was not long?
A. That's correct, it was not.
Q. Let me show you Plaintiff's Exhibit 17.
(Whereupon, Plaintiff's Exhibit 17 was marked for identification and copy of same is attached hereto.)
Q. Did Dr. Studdard resign her employment?

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A. She did.
Q. I don't want to go into it. But she resigned for personal reasons?
A. That's correct, yes.
Q. And they were health related?
A. They were, yes.
Q. Going back to something, what is this form?
A. So this also is a Position Control Form, but it is the Term Form. So it's when someone is terminated we would use this form to give us the same information. It would say, hey, this person has left.
Q. Are these forms completed for every employee at Cullman Reginal Medical Center when they end their employment?
A. Every single one, yes. We've changed it since then. We've got a new system, but yes, the same thing happens.
Q. This would have been the form in 2022?
A. Yes.
Q. And then who is doctor -- there's a Dr. Morgan. Who is Dr. Morgan?

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A. Dr. John Morgan, he's a Family Practitioner.
Q. Not Internal Medicine?
A. That's correct.
(Whereupon, Plaintiff's Exhibit Number 18 was marked for identification and copy of same is attached hereto.)
Q. I will show you Plaintiff's Exhibit 18. This is an email, but you are not on it. It indicates his start date on or around January 3rd, 2022. Does that sound right to you?
A. Yes.
Q. Did you hire Dr. Morgan?
A. I did.
Q. Did you negotiate his Contract?
A. I did.
Q. And when -- when did you hire him versus when he started?
A. I started talking to Dr. Morgan in the fall of 2020. He was an established physician. I wasn't waiting on him to get out of residency or anything like that. He was coming from Birmingham. I wasn't needing him to get an

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Alabama license or anything like that. All he needed to do was work out his notice with Baptist.
Q. You started in 2020 and got here in 2022.
A. I'm sorry, we started talking in 2021 and then he started in 2022 after.
Q. That's why --
A. I apologize. I meant 2021.
Q. And I'm showing you what is marked as Plaintiff's Exhibit 19.
(Whereupon, Plaintiff's Exhibit Number 19 was marked for identification and copy of same is attached hereto.)
Q. This is also, I will represent to you this is another Position Control Form for Dr. Morgan. What is -- is this a Position Control Form for Dr. Morgan?
A. It is.
Q. What is the rate of pay for Dr. Morgan?
A. Two hundred and sixty thousand dollar figure.
Q. Does Dr. Morgan have a similar RVU bonus

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structure as the previous physician's Contract we looked at?
A. He would have, yes.
MR. ARNOLD: I also need a copy of that Contract.
MR. LOCKWOOD: You've got it.
MR. ARNOLD: We've been going for a little bit. I would like to ask if you would like a break of any kind?
THE WITNESS: Yes.
(Whereupon, a break was taken.)
Q. We've resumed the examination. Is there any answer that you wish to change?
A. No.
(Whereupon, Plaintiff's Exhibit Number 20 was marked for identification and copy of same is attached hereto.
Q. I will show you what is marked as Plaintiff's Exhibit 20. Have you seen this document before?
A. Yes.
Q. What is this document?
A. Dr. Noffsinger's Contract.

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Q. Did you negotiate the terms of this Contract on behalf of the defendant?
A. I did.
Q. And you were present during Dr. Noffsinger's deposition. Did you recall him testifying something about y'all going back and forth to create the Contract?
A. I did.
Q. What do you recall about going back and forth to complete the Contract?
A. Dr. Noffsinger wanted us to remove the blind end of the Contract to say that we would not -- that he could not go over the seventy-fifth percentile.
Q. What does that mean?
A. So we based -- we base salaries off of the MGMA. MGMA kind of set what national pay is for physicians on all specialties. We always look at that so that we know we are maintaining within Stark laws and not paying physicians or setting salaries out of compliance with what we need to be paying so that it doesn't -- we're not doing anything to

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set any sort of appearance that we're doing anything wrong as far as how we're paying our physicians. We want to make sure that we're paying market for our physicians.

Q. What is MGMA? I don't know what that means.

A. Medical -- I don't know what MGMA stands for.

Q. What does it do?

A. So it's for a lot of different things. It's for office -- medical office management. They do a lot of things. They have things out there you can have special practices for offices, how many receptionists you should have, have many -- where are you seeing more malpractice cases. It's a lot of good education on how to run a medical practice. Everybody has got their own society. This is kind of a society for office, medical office management is what it is, but in that they also are worthy -- they are the leader across the country in setting or showing what physicians are being paid across the nation. You can do

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it by region, by the south, by employee. You can sort it by a million different ways. It shows what physicians are being paid because hospitals are very much looked at in relation to Stark laws. We always, we're looking at where we are going to set a physician's salary, we look at MGMA so that we're not paying a physician five hundred thousand dollars when everywhere else are paying two hundred thousand dollars. We want to make sure that we're being compliant and not doing anything wrong.

Q. What is a Stark law?

A. Stark law? S-t-a-r-k.

Q. What is Stark law?

A. Mr. Stark is basically showing you don't pay for referrals. So it's a person a long time ago said that hospitals, they can get you into trouble for paying for referrals and there's lots of laws all around that that the government will get you for.

Q. To prevent unnecessary medical care?

A. It is. It is. So physician salaries very much are in that realm of unfairly

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compensating physicians for work that they're not doing, but you are just doing it for referrals of the hospital.

Q. Are there reporting requirements to show a physician -- I mean, I guess -- are there any sort of government reporting requirements that a physician productivity you have to submit to either the State or the Federal government?

A. No.

Q. How do you comply with it if there's no oversight?

A. We're our own oversight. If somebody else decided -- if Huntsville decided that I was hiring a bunch of physicians at a much higher rate out from underneath them and I was paying unfairly just to get referrals into our hospital, I would be able to show that, no, I'm not. Here is what MGMA says, I am not following Stark laws.

Q. And if they disagree, that would be like a private cause of action?

A. I don't know. Really the government could come down on you and give us hefty

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Federal fines.

Q. Some way one party tries to hold you accountable, there's --

A. You can get Federal fines for it. That is -- physician compensation is a very tiny part of Stark, but that is one piece of it.

Q. So going back to the seventy-fifth percentile that Noffsinger negotiated, explain what -- I don't really understand, and I would like to understand what y'all are negotiating.

A. So MGMA shows what physicians in different -- across the country different areas, let's say the south, in Internal Medicine, twenty-five -- in the percentiles people in the twenty-fifth percentiles are being paid this amount. The average, the fiftieth percentile is being paid this amount. The seventy-fifth percentile is being paid at this amount, but then you have the ninetieth percentile and they are being paid a crazy high amount. It is a good rule of thumb to stay below the seventy-fifth percentile. You know that that's just going to keep you out of

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trouble if you are staying below the seventy-fifth percentile.

What we do any time, and this is just as a general rule, so I was comfortable removing it from his Contract for one reason, any time we have a physician that may be producing at a rate that gets them close to the seventy-fifth or the ninetieth percentile, instead of going strictly by MGMA, I have an outside company that I will go to and I will do an FME, Fair Market Evaluation, and I will let them look at their production compared to what I'm paying them as a double check behind myself to ensure that I am truly paying them for production and I'm not paying them for some nefarious reason. I know I'm not, but that's protection for our organization.

And so I knew that I was not going to pay him for something that I felt just referrals. We will never do that. We stay in compliance. I felt that if he was producing at an extraordinary rate I would go to my outside company and get an FME and protect myself.

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Q. Did you go to the outside company and obtain an FME for Dr. Noffsinger while he was here?

A. I didn't, and the reason why I didn't is because MGMA changes throughout every year and they put out a new report, and while under the original report that I -- where I set his salary at, where I set everything at, he would have been over the seventy-fifty percentile. As the years progressed salaries change for physicians and then you had Covid hit and Covid was a crazy year. So we really made the MGMA reports go nuts.

While he did have a much higher RVU, and it would have put him over the seventy-fifth, I didn't feel I needed to because the MGMA base salary kept increasing also.

Q. In other words, so when he -- it's kind of like being a major league baseball player, when he gets a salary at the beginning, by the time the Contract is over, the value of that salary has already gone down a little bit in

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terms of the metrix you described with the MGMA?

A. Sure. Like with anybody, when nurses first started, we have a base rate for our nurses at one point. Covid hit, base rates for nurses went through the roof and we started paying the best rates for our nurses at a much higher rate for new grads than we ever would have before. So that meant that we ended up raising our base rate. It's not the same. Inflation, everything happens. It's the same for physicians, too.

What may have been the base rate in 2018, and MGMA reports are always a year behind, so what may have been the base rate in 2018, not the same base rate in 2022. So I felt comfortable that what he was producing I was still okay with because I would have pulled his current numbers; not what I signed him under.

Q. When did Dr. Noffsinger's Contract commence? When was the start date on that?

A. He started in April of 2020.

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Q. And what was the term of the Contract?

A. Usually three years. Three years.

Q. So that means the Contract would have expired on March 31, 2023?

A. Yes.

Q. How does the -- are most of the Contracts for the physicians that we've discussed so far three year Contracts?

A. Most of them are unless they've asked for something different. Sometimes if somebody is going to move to a new area and they're not sure, some of them want just one year. I've had a few who have asked for five years because they knew they were going to be here forever and they just go ahead and say five years.

Q. How does the Contract renew?

A. It's an auto renew unless we do something. It's a one year auto renew unless they come to me and we renegotiate terms.

Q. When you say one -- in other words, if you renew, it's for another year long period?

A. Yeah, if we don't do anything to it, then it's just a one year auto renew and next

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expiration would be '24 and then it would be '25 unless he comes to me and says, hey, I want to renegotiate the terms and then we would set the new end date.

Q. Did he ever ask to renegotiate the terms other than the amendment that I know we're going to get into further detail?

A. No.

Q. If either party does not want to renew the Contract, I think there's a notice period, what is the notice? I guess does the notice period for non renewal work both ways for both Cullman and for the physician?

A. Ninety days both ways.

Q. Okay. So I know this is not going to be exact, but essentially if his Contract is over on March 31, 2023, and Cullman wants to just not renew it, they just need to give him notice by January 1, ninety days prior to that?

A. Yes.

Q. And, likewise, if he didn't want to renew it, he would have to give that ninety day notice?

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A. Yes.

Q. Both parties are responsible for notice?

A. That's correct.

Q. What is Dr. -- under this Contract, what is Dr. Noffsinger's annual compensation? I believe that's on page --

A. Two hundred and seventy-five thousand.

Q. And then does he receive a productivity bonus under his Contract?

A. Yes, he does.

Q. What is that bonus?

A. Fifty dollars per RVU, assessed at five thousand RVUs per year.

Q. And I need a little help. If you will look at -- it's on Bates stamp 110, if that's what you're looking at?

A. Yes.

Q. It says: With the mutual agreement of the Hospital and the Physician, this Productivity Bonus may be calculated and paid quarterly but will be trued up on an annual basis, and Physician will repay any overpayment

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on true up and upon termination.

I guess was he paid -- during his first year was he paid quarterly for a bonus?

A. No, in his -- if he hit bonus in first year, which I'm pretty sure he did, I don't remember if we paid it annually or if we paid it quarterly. Honestly, I don't remember.

Q. I'm just trying --

A. I'm not sure.

Q. So would y'all do like a pro rata for three months, do whatever, five thousand, eighty-five --

A. Yes, that's exactly what we would have done.

Q. And then I see on here also he's paid -- Dr. Noffsinger is paid a commencement bonus to start?

A. Yes.

Q. Were all doctors paid a commencement bonus that worked at the Primary Care Clinic?

A. Most of them. Everybody negotiates a little bit different depending on what their needs are.

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Q. And the commencement bonus help people get moved, transitioned?

A. Yeah, if they have -- some of them may not -- some do commencement because they put that toward a house, some may have moving, some have a few student loans. It really just depends on what the needs of that particular person is.

Q. And then to make sure I understand the Contract, Dr. Noffsinger was paid a retention bonus for each year he hits his anniversary or just the first year? Take a look. I want to make sure I am reading it correctly.

A. No, he would receive it every year.

Q. That would be April 1st of each year?

A. That's correct, yes.

(Whereupon, Plaintiff's Exhibit Number 21 was marked for identification and copy of same is attached hereto.)

Q. I'm showing you what has been marked as Plaintiff's Exhibit 21. This is a document produced by your attorney. Have you seen this document?

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A. I have, yes.
Q. What is this document?
A. So this is a document showing cash payments by physician per month.
Q. By cash payment, what does that mean?
A. It means the payments that insurance paid us for each physician.
Q. That's the amount of money that actually hit the bank, the defendant's bank account for the services rendered by the physician?
A. That's correct, yes.
Q. This is -- this is the real money, maybe not accounting money before y'all go back and forth for reimbursements?
A. No, this is not revenue. I mean, this is true, this is cash is what this is.
Q. Because accountants like to make up fake money sometimes.
A. I know. We also do accrual accounting, but this is actual cash. This is cash without expenses coming out. It's just true cash.
Q. You say with expenses coming out?
A. Without expenses coming out.

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Q. What do you mean by that?
A. This isn't the financial picture of the clinic by no means. This is just the cash that hits the bank. This doesn't have any expenses showing for their MA's, their salaries or anything like that. That's just the payments from what happened for their visits, yes.
Q. Okay. And is there -- all right. Each of these physicians would have -- do each of these physicians on this chart have expenses?
A. Yes.
Q. What would those expenses be? Do they all have the same expenses?
A. Not to the same degree. They all would have an MA. Some of them would share one depending on what their volume would be. Some could have two depending on what their volume is. There are costs to the clinic that we would not allocate. We didn't allocate any costs directly to any physician. We didn't do financials by physician, but there's costs to the clinic such as receptionists, billing staff, the office manager. We never allocated

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costs directly to any physician.
Q. So is this the closest -- is this the closest document that would -- that could possibly be produced that shows -- let me ask: Is there a document of any kind that shows the expenses attributed to every physician? Let me make sure that's rock solid. I think you have already testified.
A. Not directly to each physician, no. I could show you a clinic financial, but to be honest with you, we do it on an accrual accounting. So that's not -- it's still going to be funny money. You know what I mean? So it's not going to be cash.
Q. But you don't break it down by physician --
A. We do not, no.
Q. -- to determine which one might be more profitable or less profitable?
A. We do not.
Q. Who -- when was this document created?
A. When you asked for it.
Q. Who created this document?

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A. It was ran out of our billing system. I'm not sure if it was our billing financial analyst that did it or if it was Chasity. I'm not sure who actually ran the report.
Q. Who is Chasity?
A. She is our Director of Revenue Cycle for the clinics.
Q. What is her last name?
A. Stevens.
Q. Do you understand this document?
A. I do.
Q. What does the heading Row Labels mean?
A. Okay. It's just a Cerner term. It's just telling you like January, you know, it's not a --
Q. I wasn't sure --
A. We didn't create that. That's just a Cerner thrown-out type of --
MR. LOCKWOOD: Tell her what Cerner is.
A. Cerner is our electronic health record. It is the health record. We don't chart on paper anymore. It's electronic and the company

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that we use who developed that medical record is called Cerner.
MR. LOCKWOOD: C-e-r-n-e-r.
A. It is the number two largest health record company in the U.S., Epic being the number one.
Q. And then just -- I think this would be fairly simple. Transaction amount, is that the total amount of cash that's attributed to each doctor or to the clinic that month?
A. Yes.
Q. Just so I'm clear, the January -- I want to make sure I understand the document. So if I go from left to right where it says January, the clinic had eighty-eight thousand two hundred and forty-seven forty-seven dollars in transaction sum for the clinic?
A. Yes.
Q. And then across from it there's another amount that says two-fifty. What does the two-fifty mean?
A. It's the number of payments. So that is not necessarily visits, because payments don't

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come in the same time the visit is done. That's just the claim transactions. That's the number of deposits that were made.
Q. So deposit really has no correlation to the payment?
A. It doesn't other than you can break it down deposit equals X amount of money, but, no.
Q. If I took these cash payments and attributed each one of them on a chart, I would know how much cash I could attribute to each doctor that they brought into the firm?
A. You could.
Q. There's a doctor on here I haven't seen in any of our discovery until today. If you will look on the second page on the June 2022, and I'm --
A. Dr. Tafazoli?
Q. Yes. I will share it with our court reporter. B-a-h-a-d-o-r is the first name and the last name is T-a-f-a-z-o-l-i. Who is that doctor?
A. Dr. Tafazoli is a sleep doctor. He reads some of our sleep studies. He works one

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day a week. He reads sleep studies for us. At one time we had him coming up there to work. He received post sleep patients after they had their sleep study done. He would do their post visit. Once I hired a pulmonologist we moved him down to that clinic because it just made more sense. The pulmonology and sleep kind of go hand-in-hand. Some months he's there and then he kind of goes away because I did move him to a different clinic.
Q. Did you hire him?
A. Yes, I did.
Q. When did you hire Dr. Tafazoli?
A. I don't remember. I honestly -- it was -- I would say Dr. Tafazoli has always been working with us in the sleep capacity like maybe three years ago. I don't --
Q. Did you hire Dr. Tafazoli in 2022?
A. Yeah, maybe. Honestly, I just can't -- that feels right. Dr. Tafazoli was a -- this is going to give you way more background than you may care about, but Dr. Tafazoli was a physician who worked with Cullman Primary Care.

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Cullman Primary Care was a non employed clinic. They were on campus but they were not employed. He was our sleep doctor; not employed. He ran our sleep studies. Wonderful, great. Cullman Primary Care went bankrupt and that group fell a part.
Q. When did that happen?
A. That happened in about '22. I can't tell you the exact date. I don't remember. As that happened, we could not lose Dr. Tafazoli. He ended up moving to Huntsville. He does most of his stuff in Huntsville. It's still very important for us to keep our Sleep Center going. So we hired Dr. Tafazoli ourself to see patients one day a week and to continue to be our sleep medical director. That all happened as CPC was falling apart.
Q. When you say CPC, that's a different entity than --
A. It has nothing to do with us.
Q. One is very similar --
A. Yes, they are. As a matter of fact, we hired a lot of their physicians during that

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time. We did not want to leave the community. They became part of our group, not part of Primary Care. I didn't hire -- at that point I didn't hire a lot of their primary care doctors, but they had specialists. They had Ortho, they had all kinds of staff, but Dr. Tafazoli was just -- he was Sleep and for the timebeing until I could get him a permanent location to hang out in.

Q. And then the final -- I want to make sure. Final question, there are negatives next to all of these numbers. Your attorney has put in an email that the negative sign had something to do with internal accounting and can be ignored; is that your understanding?

A. Yeah, that is positive cash coming in. That's just how it shows.

Q. Understood. Did I mark that as an exhibit?

A. Yes, 21.

(Whereupon, Plaintiff's Exhibit Number 22 was marked for identification and copy of same is attached hereto.

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Q. I'm showing you what is marked as Plaintiff's Exhibit 22. Have you seen this document before?

A. I have.

Q. I will represent to you it's two affidavits put together for this exhibit. The names have been redacted. I'm not sure why. Who are the people who signed these affidavits?

A. I honestly don't remember the employees' names. They don't work with us anymore.

MR. ARNOLD: I would like to know the identity of those names, Robert.

MR. LOCKWOOD: I know.

MR. ARNOLD: I think that's something that can be reasonably withheld.

Q. How did the defendant receive these affidavits, if you know?

A. I don't remember.

Q. Is there -- did defendant ever employ someone by the name of a Dr. Whitfield?

A. Yes, we did.

Q. Who is Dr. Whitfield?

A. Dr. Whitfield was actually in the

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Primary Care Clinic at one point. She came during Covid and was only there for a short period of time. We did terminate Dr. Whitfield. These are employees that worked with Dr. Whitfield.

Q. And why did you terminate Dr. Whitfield?

A. Dr. Whitfield was actively trying to get medical staff to get our chief medical officer fired and talking derogatory about him to other medical staff and trying to stage a coup basically.

Q. Even if you don't remember their names, these two affidavits came from Dr. Whitfield's subordinate nurses?

A. Yeah, both of these two worked with Dr. Whitfield. We did not terminate these two employees, if I remember correctly. I think we were keeping them in the practice, but they quit.

Q. Did either of these -- do we know if they're nurses, medical assistants?

A. I don't remember. I honestly don't remember. They would have been medical

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assistants. One of them could have been a receptionist. I truly just don't remember.

Q. Did either of these, to the best of your recollection, I know you don't have the names, did either of these two employees file a Charge of Discrimination with the EEOC?

A. I don't remember. I don't think so, but I don't remember.

Q. Was a lawsuit filed by either of these persons against Cullman Regional Medical Center?

A. Not to my knowledge.

Q. Did Dr. Whitfield file a lawsuit against the defendant?

A. She did.

Q. Is that in -- is that lawsuit still ongoing?

A. No.

Q. How did that case resolve, to the best of your knowledge?

A. It was settled.

Q. Was it -- did she file the lawsuit in Federal District Court or in Circuit Court,

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State Circuit Court?
A. I'm not sure.
Q. Did you testify at all in that case?
A. I did not.
Q. Did you sign any interrogatories as part of that case?
A. I don't remember.
Q. You know what I'm referring to when I say interrogatories?
A. Yeah. I -- I don't remember. I'll be honest, I just don't remember.
Q. Do you know what kind of claim Dr. Whitfield alleged in her lawsuit?
A. Is that she was being sexually harassed in the office and we terminated her but not Dr. Noffsinger.
Q. Do you believe her lawsuit was retaliatory for the CMO kerfuffle?
A. I'm not sure. She had valid points. That's why we settled.
Q. Do you know the amount of the settlement?
A. I don't.

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Q. Do you know if depositions were taken in that lawsuit?
A. I did not give one. I'm not sure if anyone else did.
Q. Did any -- just -- I want to be clear. The two employees who gave affidavits did not file a lawsuit?
A. Not to my knowledge.
Q. Did you settle with them for any disputes they might have raised? Not you personally. Did Cullman Regional settle any disputes with them including maybe a severance package?
A. Not to my knowledge.
(Whereupon, Plaintiff's Exhibit Number 23 was marked for identification and copy of same is attached hereto.)
Q. I'm showing you what is Plaintiff's Exhibit 23. This is a memorandum also produced during Dr. Noffsinger's deposition. Have you seen this document before?
A. Yes, I have.
Q. Did you see this document -- now the

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document has a date of March 18, 2021 on it. Did you see this document during 2021?
A. I don't remember.
Q. Did you have any input into drafting this document?
A. I don't believe so.
Q. Who drafted the document, if you know?
A. I believe Pam did.
Q. Who is Pam?
A. Pam Brown at the time was our director of HR.
Q. Had you -- I know this is maybe -- had you seen this document before the filing of Dr. Noffsinger's Charge of Discrimination?
A. I don't remember.
Q. If you will look at the bottom sentence of the first page, do you see where it says: A copy of this reprimand will be placed in your personnel file?
A. I do.
Q. Was a copy of this reprimand placed in Dr. Noffsinger's personnel file?
A. I can't answer to that.

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Q. If you will just peruse the document I would like to know does the word -- let me ask. Was Dr. Noffsinger suspended as a result of this investigation?
A. No.
Q. Was he put on any sort of probation as a result of this investigation?
A. No.
Q. He obviously wasn't terminated in March of 2021; right?
A. No, he was sent for training.
Q. Does the word -- I really don't know the answer to this. Does the word final appear anywhere in this document?
A. No.
Q. Were you -- were you present when this document was shown to Dr. Noffsinger?
A. Not to my memory.
Q. On the back page there is some handwritten script at the bottom. Do you know whose handwriting that is?
A. I don't.
Q. That's not your handwriting?

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A. It is not, no.
Q. And you don't recall being present when he was disciplined for this incident at all?
A. Oh, yes, I remember being -- when we talked to him about it or when Pam and Colin talked to him, yes, I was in the room but not necessarily when this particular document was printed. I remember being there when we were asking him questions, did you say it, did you make these comments. I was in the room during that, yes.
Q. Tell me about that meeting first. When did that meeting occur?
A. I don't remember the date.
Q. Does April 1st sound right?
A. Yes.
MR. LOCKWOOD: This says March 11th on here.
A. It says March 11th on here.
Q. That's true. So that's another thing I'm trying to figure out. We've got multiple dates I'm very confused about. So you had a meeting on March 11. Was there any subsequent

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meetings with Dr. Noffsinger about this incident that you attended?
A. Not with me.
Q. Tell me about this March 11th meeting. First of all, where was it conducted?
A. It was in this room, which is Room 225 at the hospital.
Q. And what time of day was the meeting, best you recall?
A. I don't remember. It would have been during the day, but I don't remember.
Q. Was anyone else present besides Mr. Luke, Ms. Brown, yourself and Dr. Noffsinger?
A. No.
Q. Were there any recordings to this meeting?
A. Not to my knowledge, no.
Q. When Dr. Noffsinger was confronted about these affidavits, what was his reaction?
A. At first he denied it and said it never happened. He got defensive and angry and eventually he calmed down and admitted to

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making inappropriate jokes in the office.
Q. Did he describe the jokes during this meeting?
A. Yeah, he told what the jokes were.
Q. And you sat through his deposition last week; right?
A. I did.
Q. Were the jokes he described during his testimony any different than what you recall happening on March 11th, 2021?
A. Not that I recall being any different, no.
Q. There were -- there are not any accusations he inappropriately touched any of these nurses or employees?
A. No, it was all -- it was all talking about jokes and inappropriate conversations that were happening.
Q. And the determination was send him to sensitivity training?
A. That is correct, yes.
Q. Was that determination made when y'all met on March 11th, or did that occur after

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y'all met with him on that day?
A. I don't remember.
(Whereupon, Plaintiff's Exhibit Number 24 was marked for identification and copy of same is attached hereto.)
Q. I'm showing you what's been marked as Plaintiff's Exhibit 24. I don't have the employee name on this conduct policy. Have you seen this document before?
A. I have.
Q. Did you review this document before the March 11th meeting with Dr. Noffsinger?
A. I don't remember.
Q. Have you ever reviewed this meeting -- excuse me, retract the question. Have you ever reviewed this policy when making decisions about Dr. Noffsinger?
A. I don't remember.
Q. It could have happened, but you don't remember, it could not have happened, but you don't remember?
A. That's correct.
Q. Are you the supervisor -- well, take a

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look at that. My understanding is supervisors make the decisions about how misconduct is rendered to an employee; is that correct?
A. Supervisors along with HR.
Q. And are you Dr. Noffsinger's supervisor for purposes of this policy?
A. For purposes of this policy.
Q. So is it fair to say, then, that this Plaintiff's Exhibit 23 is Dr. Noffsinger's first written warning?
A. This is 24 I have.
Q. I'm looking at 23.
A. Okay. Sorry.
Q. That's okay. I should have told you to keep it out. Is Number 23 a verbal warning or a first written warning?
A. So we didn't necessarily -- any policy we have the ability to not necessarily follow the exact policy. We can change and make decisions based on the incidents that's occurring. So I don't know that I would consider it first or a verbal. We obviously wrote down what we talked about and we

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documented it. Then we sent him to sensitivity training from it. I'm not sure that we even referenced or thought about this policy as we were addressing what was going on in this situation.
Q. Okay. Do you know if either Pam Brown or Colin Luke have any other notes, documents, anything that helps with the creation of Exhibit 23 that somehow used to rely upon Exhibit 24?
A. I can't say what Pam and Colin had.
Q. Nothing has been produced to me. I'm making sure I have everything that would apply to Dr. Noffsinger's discipline related to this incident.
A. I can only speak to what I have seen, too.
Q. You helped formulate and get all the documents that were produced to my office; is that right?
A. Yes, I did, but I don't get into the HR policies and what Pam and Colin used. When we talk to physicians for the most part everything

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is held in HR and our attorney in their office.
Q. Look at the second page of the policy. There are classifications where there's -- such as a Group A is a major, Group B is a serious, and Group C is minor misconduct. Do you see that?
A. I do.
Q. Exhibit 23, the memorandum, doesn't have any of these groups identified in the material, does it?
A. It does not.
(Whereupon, Plaintiff's Exhibit Number 25 was marked for identification and copy of same is attached hereto.)
Q. I'm showing you what is marked as Plaintiff's Exhibit 25. Have you seen this document before?
A. Yes.
Q. What is this document?
A. This is an email that I sent to Kimberly Albright. Kim at the time was our controller. So she would have been the one who would have

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initiated the cutting of a check and I am telling her how much we owe Dr. Noffsinger for a bonus during the time frame of April 2020 through February 28th of 2020.
MR. LOCKWOOD: 2021.
A. February of 2021, yes, I typed that incorrectly. I told her what his overage is. I tell her to cut it because he is all over my butt.
Q. What did -- that's what I want to ask about. How is he all over your back side?
A. Well, I can't specifically speak to this, but just with my history of Dr. Noffsinger, he yelled and screamed at me quite often and I'm sure that's what I was referencing.
Q. Are you his boss?
A. Yes.
Q. Besides the -- do you have any records of what -- any sort of documentation, diary, journal, about what he would yell or scream at you about?
A. I don't. It's just part of the day.

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Q. No specific comments or topics of displeasure that you specifically recall aside from --

A. Aside -- oh, yeah, there were tons of displeasure. A lot of times it had to do with his computer. Lots of screaming about IT. Lots of screaming about the emergency department, the hospitalist program, our pharmacy, central supply, housekeeping. Those are what I can remember specifics on. Mainly his RVUs, but when he was first hired I was in his office a lot because I didn't come down to my office. I put on scrubs and I just spent time in the practices. I just felt like I needed to be there during Covid. So I got the brunt of the majority of it because I was right there in the office.

Q. For the things that you just described, which would be the part of the day, the computer IT, the ER department, the Hospitalist Program, central supply, housekeeping, were any of the things he expressed displeasure about justified?

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A. No.

Q. Everything he complained about was unjustified?

A. If there was ever a complaint, it was such a minor one and he just blew it out of proportion. It was perceived complaints. He didn't get something fast enough. He thought it needed to be there in five minutes when it may take the lady from housekeeping ten minutes, when she's also cleaning the entire hospital during Covid. The world revolved around him and if it did not happen in the time he perceived it should have happened in, there was an explosion every single time.

Q. Are there any records of any discipline about this behavior besides what has been produced in this case?

A. There's not.

Q. No disciplinary actions taken?

A. There's not.

Q. No warnings that would tell him his job is on the line?

A. I told him all the time to stop it, but,

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no, there's not. We would talk about how inappropriate it was. We would talk about those kind of things, but I didn't document it.

(Whereupon, Plaintiff's Exhibit Number 26 was marked for identification and copy of same is attached hereto.)

Q. I'm showing you what is marked as Plaintiff's Exhibit 26. Have you seen this document before?

A. I have seen documents like this.

Q. What kind of document is this?

A. So any time that we do -- every single year for our medical malpractice we have to renew their malpractice and Hudson, who is our malpractice carrier, we are self-insured, but we use Hudson as a third party to execute our malpractice carrier, our malpractice policies, they ask us to have these questions filled out by their provider.

Q. Okay. Is this the doctor self reports this form?

A. They do.

Q. Does this -- it asks about the number of

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hours a week they work?

A. Yes.

Q. And also the number of patients seen per week?

A. Yes.

Q. Is there any reason to doubt Dr. Noffsinger's self-reporting his hours worked or his number of patients seen on this form, does it sound about right is my question?

A. I mean, my only doubtfulness in it is I don't know how many times the office manager fills it out for the physician instead of the physician doing it themselves.

Q. Is this generally a best guess, too, on this form?

A. It is, yes.

Q. Let me ask one more question. Who is the office manager at the time Dr. Noffsinger's, I guess -- this form was completed for Dr. Noffsinger?

A. That would have been Stacy Graves.

Q. Is that her handwriting on the form?

A. It really doesn't look like it because

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Stacy doesn't do things in all capital stuff. It really does look like Dr. Noffsinger's handwriting.

Q. Okay.

(Whereupon, Plaintiff's Exhibit Number 27 was marked for identification and copy of same is attached hereto.)

Q. I'm showing you what has been marked Plaintiff's Exhibit 27. Have you seen this document before and what appears to be -- have you seen this document before?

A. I don't remember seeing it recently, but, yes, this is something that I wrote.

Q. You wrote the email?

A. I definitely did.

Q. To the best of your knowledge is the PDF referenced in the attachment section of the email two pages behind it?

A. Yes, it is.

Q. They were produced in sequential order.

A. Yes, it would have been, yeah.

Q. And do you see the sentence where we owe him forty-nine thousand seven hundred and fifty

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for March?

A. I do.

Q. Is that his productivity bonus based on RVUs?

A. Yes.

Q. And that would be March of 2021?

A. Yes.

Q. Now, the way -- tell me, at the beginning of his Contract or rather -- excuse me, during his employment he had a Contract for his RVU bonuses that would be paid at the end of the year?

A. Yes. Well, his Contract said we could pay it quarterly or we could pay at the end of the year. It looks like we were paying at the end of the year. It does -- in the prior email it looked like he was hitting it already in February and so we paid that portion already in February, but in March, because he was already hitting it in February, his entire March was overage because he had already hit it for the year, which is why March was such a high number because it was technically if you were just

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paid one time it would have been March and February together. That would have been the full year, but March turned out to be just RVU bonus.

Q. And that was -- so the hospital had to pay him hard cash of almost fifty thousand dollars?

A. Plus his twenty thousand dollar retention. So it would have been sixty-nine thousand seven hundred and fifty.

(Whereupon, Plaintiff's Exhibit Number 28 was marked for identification and copy of same is attached hereto.)

Q. I will show you what is marked as Plaintiff's Exhibit 28. Have you seen this document?

A. I have, yes.

Q. And Ms. Albright responded by showing you the terms of the Contract that is to the previous email?

A. Yes.

Q. And your response is up at the top?

A. Yes.

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Q. And we paid him in March for February because he has already hit the five thousand eighty-five and we were trying to spread the hit to our financials?

A. Yes.

Q. What does that sentence mean?

A. Because I knew that it was going to be such a large amount, like I mentioned before, he had already hit it in February. So I knew that March was going to be all overage, we -- any business, when you have a large outflux of cash, you like to kind of keep your outflux kind of even when you can, I knew that we were going to take a big hit by paying his yearly bonus. So I said, hey, in February, because you have already hit it, let me go ahead and pay a part of it in February. The Contract allowed for it because it said I could pay it quarterly. And then I paid the rest of it in March. That's what I'm saying. I'm just trying to keep our financials from taking a cash hit and keep it as smooth as possible. It wouldn't have been that much of a difference,

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but, still, because I still paid the next month anyway, but when you keep your cash as level as possible it's better, especially when you are in an industry that it's not like we're McDonald's and every time somebody comes in we automatically get paid. It's just easier if our out cash can stay somewhat flat.

Q. Do you -- well, at the time you're the vice-president of --

A. Physician Relation Services. Sometimes Enterprise, yeah.

Q. Are you -- are you the one who makes the decisions about how financials are reported and hit, or is there another CFO --

A. We're our CFO.

Q. You are bringing this information -- basically you have to answer to the CFO?

A. She's like you're killing me. Can you, please, get our cash out the door a little bit more flat if you can.

(Whereupon, Plaintiff's Exhibit Number 29 was marked for identification and copy of same is attached hereto.)

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Q. I'm showing you what I have marked as Plaintiff's Exhibit 29. This is a document that's been produced by defendant in regard to Dr. Noffsinger's sensitivity training. You're not on this email. I'm asking: Before this litigation had you ever seen this email before?

A. Not to my knowledge.

Q. One of the things that's included on this email are some PDFs for the Certificate of Completion and the invoice.

MR. ARNOLD: I would like to get a copy of those, please.

MR. LOCKWOOD: Okay.

Q. Did anyone make you aware if Dr. Noffsinger had completed the training?

A. I feel like generalities, yes, but I don't really remember it.

Q. You don't have a specific person tell you, hey, he did what he was supposed to do?

A. Not that I just remember, no.

Q. Were you hoping he didn't complete the training?

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A. No, I hoped he had.

Q. Do you know how much this training cost the hospital?

A. I do not.

Q. Do you know if this sort of training is part of any sort of insurance plan like we sometimes see that's called an Employee Assistance Program? I know that's an insurance policy sort of arrangement.

A. Not to my knowledge.

Q. Could be, but you don't know?

A. Could be, but I don't know.

(Whereupon, Plaintiff's Exhibit Number 30 was marked for identification and copy of same is attached hereto.)

Q. I'm showing you what has been marked as Plaintiff's Exhibit 30. Have you seen this document before?

A. I would have. I don't remember it like recently, but obviously I replied to it.

Q. What is a virtual scribe?

A. It's something -- it's where somebody listens in. Two different ways. It could be a

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computer program that kind of listens in and types, dictates as you go. It could be a person who is listening in and types as you go. A scribe is somebody that stands beside you, a live person, and types the doctor's notes for them, sends in orders for them.

Virtual is -- it's either AI-generated or -- it's not a real person, or it is a company, a real person and they're kind of listening in and doing it. They're just not there live with you.

Q. And tell me about below here you see an email from a Nesha Donaldson from Kyle Hagemann, what --

A. This is --

Q. What is this about, this Virtual Scribe?

A. It's not anything that we've ever used. It's an advertisement. We get this kind of stuff in our in-box all the time. Nesha got something in her in-box. It was an advertisement. When she says pass it along, she does that all the time. When it's not her wheelhouse, she passes it on to me or whoever

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that might be over something like that, here you go, pass it along, in case you want to talk to this vendor.
Q. I see, but you responded to her --
A. I sent it to Schinley.
Q. She sent it to you; correct?
A. Yes, and said pass it along.
Q. And then you passed it on to Ms. Land?
A. That's correct.
Q. But it says: I'm not sure I would be opposed to doing this -- I'm not sure I would be opposed to doing this for providers like Noffsinger. I actually don't know what that means.
A. It means, like, I'm not opposed to virtual scribes. I don't think they're bad ideas. Today we have a version of kind of virtual scribes. It's more AI virtual scribes. I think that high volume providers can benefit from them. It helps them get through their day a little bit better if they struggle with they're notes or if they just need the extra help. I'm never opposed to something that can

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help the physicians be more efficient. That was me saying to Schinley I'm not opposed to it. I had never used them at this point before and Schinley came from Well Star, which is a little more advanced in Georgia. I said, hey, did you use them at Well Star.
Q. Just -- I want to make sure I understand. Did you think this would be maybe a good program for Dr. Noffsinger?
A. Yes.
Q. I really couldn't tell from the double negatives.
A. I type like I talk. Yeah, sorry about that.
Q. It's okay. That's why I asked.
A. I'm southern and I type it just like I talk.
Q. That's perfectly okay. I just wanted to make sure I asked about that.
(Whereupon, Plaintiff's Exhibit Number 31 was marked for identification and copy of same is attached hereto.)
Q. I'm showing you what is marked as

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Plaintiff's Exhibit 31. Have you seen this document before?
A. Yes.
Q. What is this document?
A. So this is a summary of a conversation that occurred from Stacy Graves. An employee came to her and she was summarizing that conversation.
Q. Do you know who the employee is?
A. I do.
Q. Who is that employee?
A. Trish Brady.
Q. Who is Trish Brady?
A. She was a CNA in Primary Care North or is. I don't know if -- no, she moved to a different clinic.
Q. Is a CNA different from a MA?
A. C just means certified.
Q. Any reason to doubt this was written any other day besides May 3, 2021?
A. I don't know why that would be left out.
Q. Did this incident described in the

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document result in a Charge of Discrimination by Trish Brady?
A. No.
Q. Did the incident in this document result in a lawsuit filed by Trish Brady?
A. No.
Q. Were there any costs associated with this incident that the hospital had to pay out of pocket?
A. Not that I'm aware of.
Q. After this incident occurred, did y'all have a meeting with Dr. Noffsinger?
A. Yes.
(Whereupon, Plaintiff's Exhibit Number 32 was marked for identification and copy of same is attached hereto.)
Q. I'm showing you what is marked as Plaintiff's Exhibit 32. Was this a Teams or Zoom meeting?
A. No, it would have been in person.
Q. I'm showing you what is Plaintiff's Exhibit --
A. That's the meeting.

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Q. Was that here in this room?
A. Yes.
Q. Was there any written discipline assessed as a result of this May 3 incident?
A. Not that I documented.
Q. Do you know if anybody else documented anything?
A. I can't remember.
Q. If it had been, it would have been included in production prior to this deposition?
A. It would have been, yes.
Q. Was an attorney present for this meeting?
A. No.
Q. Was there any costs associated with this meeting that the hospital had to pay out?
A. No, just time.
(Whereupon, Plaintiff's Exhibit Number 33 was marked for identification and copy of same is attached hereto.3
Q. I'm showing you what has been marked as Plaintiff's Exhibit 33. Have you seen this

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document before?
A. I have, yes.
Q. And you received this document from Ms. Land?
A. I did.
Q. There's a chart on the document or a table on the document where it has -- at the top it has Provider in the first column, Sum of W/RVU's in second column, and Sum of Bill Code with RVUs in the third column. Do you see that?
A. I do.
Q. What does the sum of W/RVUs mean, which is the one in the middle?
A. Okay. So in April of 2021, this is in May, in April of 2021 we went from one version of our EHR Cerner to another version of EHR. It was still Cerner. It was just an upgraded version. So our reporting looked a little bit different than it did before. So the sum of the -- that's the W worked RVUs. So if -- if a provider billed out a level 5 code and it generated, I'm just going to make up numbers

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here, but if they billed a level 5 and it generated 5 to work RVUs and then we needed to go back in and adjust that, so we reversed it out and we billed at a level 4 and it generated 4 RVUs, the sum of the work RVUs used would include both. So it would show 9 for that day, which would not be correct because it would show two bills on that one day. I don't know why Cerner would think anybody cares about that, but that's just the way it works.
The sum of the bill code RVUs actually showed it takes into account the reversal and it only shows you what the final bill was so it shows you what it did before, it would show you the report.
Q. So the computer is the thing calculating this number; is that right?
A. That's right.
Q. This is not attributed to something you're later going to say Dr. Noffsinger was doing wrong?
A. No, the computer, the computer calculated this. What we wanted to make sure

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was when we were running the report, which would pay the physician because it was a brand new system and the way we were running it, we wanted to make sure, because if you see we ran it for three different physicians or providers, we wanted to make sure that we were not paying based on the sum, which would have -- of the work RVUs which would have been inflated because it would not have done -- taken the reversals out, but on the actual sum of the bill code already used.
So that was just getting us all on the same page that we weren't paying some inflated number, catch ourselves down the road and make everybody mad at us because we were going to have to take money back.
Q. Just so I understand, so in other words, Dr. Chadband, I assume that's Nurse Mangum and Dr. Noffsinger's, this RVU production, that's not something where they're trying to get paid more for their services than what they really do make?
A. No. I mean, charges get reversed all

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the time for various reasons and so one is just showing, okay, this is if you don't take the reversals out, this is what it looks like if you take the reversals out and what it actually gets billed, this is what it is. We just wanted to make sure everybody who ran those reports are looking at the correct thing.
Q. Okay. Thank you. There came a time when y'all needed to amend or change Dr. Noffsinger's Contract?
A. Yes.
Q. Who sought the amendment, you or him? Tell me how that came about.
A. I don't remember which one of us brought it up, to be honest. It was beneficial for both of us. I don't remember whose idea it was.
Q. That was to help minimize disruptions in the cash flow, like you had talked about?
A. Correct, yeah.
Q. Is this a copy of the Proposed Amendment?
A. It is, yes.

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Q. The signed Amendment I think I have a few exhibits down, but were there any changes to the Proposed --
A. There was not, no.
(Whereupon, Plaintiff's Exhibit Number 34 was marked for identification and copy of same is attached hereto.)
Q. Exhibit 34 is Bates stamped 2501 and 2502. I'm showing you what is Exhibit 35.
(Whereupon, Plaintiff's Exhibit Number 35 was marked for identification and copy of same is attached hereto.)
Q. Take a quick look at the email. Let me know when you're finished. It says: I have attached this Amendment here and put in on the cabby. What is a cabby?
A. It's just the drive, the shared drive. I don't know why we called it that. It's just what we call it.
Q. Have you located every document that I've asked for in this case regarding Dr. Noffsinger that's on that shared drive?
A. Yes.

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(Whereupon, Plaintiff's Exhibit Number 36 was marked for identification and copy of same is attached hereto.) 36
Q. I'm showing you what is Plaintiff's Exhibits 36. Have you seen this email chain before?
A. I have, yes.
Q. Who is Jada Haga?
A. Jada was an accounting manager. She worked for Kim who was the controller.
Q. She had asked a question on her email about the number of RVUs Dr. Noffsinger had for April. Do you see that?
A. Yes.
Q. You responded: The number we had was more in the eight hundreds. Let us do some digging, please. Do you see that?
A. Yes.
Q. What does this mean?
A. So that's coming right off the making sure that everybody knew how to pull that report correctly, because we were just one month after coming off being on the new system

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and Jada nine hundred and eighty-seven is really high for a Primary Care doctor. We were keeping track of it based on what we thought they would probably be and her report just seemed off. We were, like, we need to make sure you're running that report right, please, basically is what I was telling her.
Q. This isn't wondering if there's any malfeasance by Dr. Noffsinger in terms of what his production is?
A. No, this is really coming off the heels of that.
(Whereupon, Plaintiff's Exhibit Number 37 was marked for identification and copy of same is attached hereto.)
Q. I'm showing you what is marked as Plaintiff's Exhibit 37. I just want you to confirm this. This is a signed Amendment for Dr. Noffsinger's Contract?
A. It is, yes.
Q. Is the date on that correct? Is that document dated?
A. It is.

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Q. Is that date correct?
A. It is.
(Whereupon, Plaintiff's Exhibit Number 38 was marked for identification and copy of same is attached hereto.)
Q. I'm showing you what is document 38. Have you seen this document before?
A. Yes.
Q. It's an email that's sent about on June 11, 2021. I'm a little more curious about the third sentence. You're talking about Dr. Noffsinger's bonus is due, but you're currently gathering data for an IRS payroll audit, so I need to make sure we're 10,000 percent comfortable with what we are paying him. My first question is: When did this IRS audit start?
A. I don't know when it started.
Q. Is it still ongoing now?
A. No.
Q. Were there any penalties or any payments due as a result of this audit?
A. I don't know.

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Q. Do you know if any penalties or payments are due to the IRS that relates directly to Dr. Noffsinger's compensation?
A. Not to my knowledge.
(Whereupon, Plaintiff's Exhibit Number 39 was marked for identification and copy of same is attached hereto.)
Q. I'm showing you what is marked as Plaintiff's Exhibit 39. Have you seen this email chain before?
A. At the time; not recently.
Q. Do you know what this new cyber training is about?
A. Not that I remember.
Q. I did not produce --
A. It looks like it's about phishing emails, clicking on phishing emails.
Q. Did Dr. Noffsinger click on a phishing email that caused the hospital to suffer any financial losses?
A. No, not that I know of.
Q. He's one of the many people on this list of spreadsheet. It didn't include the entire

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spreadsheet. It was fifty pages.
A. I can't imagine.
Q. He would be one of many people who might not have completed his training?
A. Probably.
Q. That wouldn't have been -- would his inability to complete this training be part of the decision to terminate him, concerning the numbers of people who did not complete the training?
A. No.
(Whereupon, Plaintiff's Exhibit Number 40 was marked for identification and copy of same is attached hereto.)
Q. I'm showing you what has been marked as Plaintiff's Exhibit 40. This is a longer chain. So take a minute and look through it for a second and let me know when you're finished.
A. (Witness reviewing document.) Yes, I'm finished. I have seen it.
Q. And I just -- had you seen this email during -- when -- at the time it occurred?

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A. Not that I remember.
Q. Do you recall any conversations with Stacy Graves, Schinley Land or Pam Brown or any combination of those three people wherein Ms. Brady and Dr. Noffsinger have improved their relations?
A. I don't remember.
Q. But you would be happy to see that the relations had improved?
A. Anytime we have good team relations, yes.
Q. Were there any other incidents where the relations with Ms. Brady had gone a different direction after this email?
A. I don't remember.
(Whereupon, Plaintiff's Exhibit 41 was marked for identification and copy of same is attached hereto.)
Q. I'm showing you what has been marked as Plaintiff's Exhibit 41. Have you seen this email chain before?
A. I have, yes.
Q. Are you the one who wrote on here: I am

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deducting RVUs for everytime he yells at someone for stupid things?
A. I am.
Q. Are you permitted to deduct RVUs under the Contract for disciplinary reasons?
A. No, I did not really mean that.
Q. Have you ever reduced a doctor's RVUs for any reason besides mistakes in billing?
A. No.
Q. The vendor is called VRC Companies, LLC. It's on the back page.
A. Yes.
Q. What company is that?
A. Viral Records Control.
Q. Are they a documents management company?
A. They're our shredding company.
Q. Did the VRC Companies, LLC, terminate their contract with the defendant as a result of this incident?
A. No.
Q. Did VRC Company, did Cullman Regional at anytime have to shop for a different shredding

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company because of this?
A. I don't know.
Q. No one has told you that?
A. No.
Q. Do you know the names of the people who have been redacted on this?
A. I do not.
(Whereupon, Plaintiff's Exhibit Number 42 was marked for identification and copy of same is attached hereto.)
Q. I will show you what has been marked as Plaintiff's Exhibit 42. Have you seen this email chain before?
A. I have seen it, yes.
Q. Look through the whole thing. It's rather long. On the back there is some handwritten notes on legal paper. Is that your handwriting?
A. It is not, no.
Q. Do you know whose handwriting that is?
A. I believe it's Pam Brown's.
Q. If you will look at the top Ms. Brown has written some sort of -- written a couple of

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sentences at the top. Do you see that first page?
A. I do.
Q. What I want to ask is: My plan is to meet with her, I believe Schinley, assess next steps and develop a plan with Schinley, you and Colin, because of the other content. Is that plan about Dr. Noffsinger?
MR. LOCKWOOD: Where are you?
MR. ARNOLD: You're right. I'm jumping all over the place. Let me start over.
Q. Did you receive an email from Schinley Land on August 24, 2021 at 5:30?
A. I did.
Q. And the topic of that has to do with patients who feel uncomfortable with Dr. Noffsinger?
A. Yes.
Q. That's what is on the next pages two and three?
A. Yes.
Q. And then at the top -- well, then you responded to Pam; is that right, at or about

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12:47 on Thursday, August 26, 2021?
A. I believe that I forwarded this to Pam.
Q. Thank you. And then Pam responded to you, and that's the text at the very top?
A. Yes, that's correct.
Q. And do you see Pam's response -- will you read Pam's response and let me know when you're finished?
A. Okay. I'm finished.
Q. What plan was developed for Dr. Noffsinger in regard to these patient complaints?
A. I do not know.
Q. Did you ever see a written copy of a plan?
A. Not to my knowledge.
Q. Do you know if there was any sort of disciplinary, whether it be a verbal warning, written warning, final written warning, suspension, probation, given to Dr. Noffsinger about these complaints?
A. I don't remember.

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Q. Do you know how much -- in regard to these patient complaints, do you know how much Colin Luke's bills were for his legal services?
A. No, I have no idea.
Q. Do you know what Colin Luke's hourly rate is to the hospital?
A. I have no idea.
Q. Were any settlements paid to any of the complaining patients because of these incidents?
A. I do not know.
(Whereupon, Plaintiff's Exhibit Number 49 was marked for identification and copy of same is attached hereto.)
Q. I'm showing you what is marked as Plaintiff's Exhibit 49. Have you seen this email chain before?
A. Yes.
Q. What is the topic of this email chain?
A. Patient Employee Complaint.
Q. Is it a patient complaining about one -- Dr. Noffsinger?

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A. I need to read it, if you don't mind.
Q. No, not at all.
A. (Witness reviewing document). Okay. It's a patient complaint.
Q. Did you -- in looking at the top, Ms. Land sent an email to you and Ms. Brown; is that right?
A. Yes.
Q. In the first sentence it says: As discussions with him are prepared, these concerns should also be included. Did I read that correctly?
A. You did.
Q. What -- do you recall any discussions somewhere in September, October 2021 about this patient complaint?
A. I don't.
Q. Do you know what documents were prepared for these discussions?
A. I don't.
Q. Never seen any documents about these discussions?
A. I don't remember.

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Q. If I don't have a copy of those documents, then they probably don't exist because they would have been produced to me already?
A. Yes, I don't remember.
Q. You helped assemble all the documents that were given to me?
A. Yes, I did.
Q. Before I mark this as an exhibit I am showing you what has been Bates stamped as 2442 through 2450. Before I ask you any questions, is that your handwriting?
A. No, that is not.
Q. Have you ever seen that document before production in this lawsuit?
A. I don't know that I have ever seen this document.
Q. Take a look at all the pages. It's been given to me and I don't know exactly who and what it is. If it's not yours I'm not going to ask questions about it.
A. It's not mine.
Q. We won't make that an exhibit:

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(Whereupon, Plaintiff's Exhibit Number 50 was marked for identification and copy of same is attached hereto.)
Q. I will show you what has been marked as Plaintiff's Exhibit 50. Have you seen this email chain before?
A. I have.
Q. What is this email chain about?
A. It's an email chain about the Alabama Medical Examiner's Rule Change concerning chaperones with patients.
Q. Is the -- if you will go to the second page at the very bottom and then following over to the third page, you will see a lot of doctors are emailed on this notice; is that right?
A. That's correct.
Q. Did you -- how was this -- how -- who sent this email?
A. That looks like Dr. Smith sent that.
Q. And Dr. Smith is who?
A. Our chief medical officer.
Q. Would he have sent this himself or would

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he likely have assigned this to an assistant?
A. No, he sent this himself.
Q. And were these -- were these specific -- let me ask you: Did you recruit or otherwise supervise all the physicians identified in Dr. Smith's email?
A. I did.
Q. Were these -- was this meant to be sent to every physician or were these basically people who needed to be specifically reminded of this rule?
A. No, this is for all our medical staff, for all our employee physicians.
Q. Was this sent out because of Dr. Noffsinger's complaint?
A. No, this just went to all. We probably sent it to all medical staff. It would have come from the medical staff office. I can't say for sure. He forwarded it to all of our physicians.
Q. Has the chaperone rule been changed since April of 2021?
A. Not to my knowledge.

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Q. Did doctors -- is it -- do doctors complain about the chaperone rule?
A. This one got a little bit more specific in here. The chaperone rule has always been there. It's for the patient and the provider and it's been around forever. They did get a little bit more specific in 2021. Some complain about it, but I have never seen anybody actually buck the rule because they know how important it is.
Q. Was it hard for -- was it hard for doctors who have been practicing hard to adjust to the new change?
A. Not under my experience, no.
Q. Did you have any issues with Dr. Noffsinger as might be in opposition to the rule?
A. Yes.
Q. What did he not like about the rule?
A. That sometimes if his medical assistant was already in a room, he didn't like to have to wait for them to come out. It slowed him down.

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Q. It slowed him down?
A. Correct, yes.
Q. Did any other physicians, not just in this practice group, but in the hospital have similar complaints?
A. If they did, if they were not employed, I wouldn't have known about it.
Q. I'm going to get through this pile.
(Whereupon, Plaintiff's Exhibit Number 51 was marked for identification and copy of same is attached hereto.)
Q. I'm showing you -- I did not include the entire six hundred page audit. I imagine Robert is happy about this. Let me ask you this. Have you seen this email before?
A. I have, yes.
Q. And who -- who is the -- let's first start off: Who conducts these audits?
A. It's an outside company called HI, but I don't know what it stands for. It's the outside company that we hire.
Q. And who selected for the audits, is that somebody the company selected, or do y'all have

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specific doctors you ask them to audit?
A. We do everybody, one hundred percent of our physicians get audited every single year. They can't do them all at the same time. We do them by -- like we select them and then once they're done, we go to the next group, but we do them all in a calendar year.
Q. I see. In other words, the doctors who have attachments on the email, this is just they're up for July and this is when they get selected?
A. Absolutely, that's correct, yes.
Q. So in August there will be another email with a bunch of audits for some of the other doctors because it's too much work to do at one time?
A. Yes, and it may not be the very next month. It may be once we have all these audits back and then we go. So if it takes them two months to get back to us, then it's two months before we send them another group. We still get everybody done every year.
Q. Does the auditing company send someone

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here to talk to a physician, or is this just information they analyze, compile and return to y'all?
A. It's something they analyze, compile and return to us.
Q. They don't provide any sort of teaching or coaching component?
A. They might would if asked, but I have not asked so far.
Q. It's not part of the service?
A. It's not part of the service that we pay for.
(Whereupon, Plaintiff's Exhibit Number 52 was marked for identification and copy of same is attached hereto.)
Q. Just to be clear, this is Exhibit 52. Is this the audit attached to Exhibit 5?
A. Yes.
MR. LOCKWOOD: To be clear, this is like -- this is -- this was a forty-five page document.
MR. ARNOLD: Correct. I kept it short for purposes, same thing that Robert did

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with Noffsinger's depo. It's not intended to mislead you.
Q. Is this the first pages?
A. Yes, it is.
Q. That's the one attached to Exhibit 51?
A. It is.
(Whereupon, Plaintiff's Exhibit Number 53 was marked for identification and copy of same is attached hereto.)
Q. I'm showing you what has been marked as Plaintiff's Exhibit 53. Have you seen this document before?
A. I have.
Q. What is this document?
A. It is our Coding Policy, our Coding Audit Policy.
Q. Could you explain this policy? Teach me what this policy means.
A. So, again, when I'm talking about -- we go back to when we talk about Stark laws, we talked about making sure we're in compliance, that we're doing the things that we need to be doing, we also can get Medicare audits, we can

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get Blue Cross audits, coming in and taking our money back, while I do have coders within my billing office, I want to make sure that I'm also showing that we're not doing anything as an organization that is nefarious. So I hire an outside third party to audit our physicians or employed physicians every year because they're being paid based on what they are coding. So I want to show that, hey, we're actually on the up and up and we're looking at their documentation. So we have a policy so that they have to score ninety percent because that's what we consider passing because they're going to make mistakes. We give them a ten percent leeway.
When we wrote this policy, we were -- we wanted to do twenty records. You get ninety percent. If you don't, if you don't pass the first time, you have to meet with our in-house group for education and then we re-audit you. Fail then, you have to meet with more people. You get reaudited and so forth and so on.
Q. You give them chances to get it right?

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A. We do.
Q. Looking at the previous Exhibit 52, where is the score on this that shows a ninety percent or less?
A. So it's not. It's a calculation. They don't score it because they're not the ones -- they're telling us, hey, we audited ten records, but what we consider a fail is if you are overbilling. So under-billing, Medicare is not coming for us for that. Medicare has never knocked on my door and said, hey, I'm coming after you, you did not charge me enough money. They will come after you, though, if you are overbilling. So for us overbilling is a fail. And so if we had ten records that we reviewed and you overbilled by seven of those ten, then you would have scored a thirty percent.
Q. Understood. And then --
A. Some of the rest of it is education.
Q. I'm trying to figure out where -- so on this one, is overbilling the only thing you really make is how to score the ninety percent?

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A. It really is, yes, because that's the only thing Medicare is going to come after you on.
Q. Does Blue Cross Blue Shield get mad at you if you under-bill?
A. No, nobody does, but CMS is the only people who are going to put me in an orange jump suit and I don't look good in orange.
(Off record discussion was held).
Q. Understood. So the only basis for non-pass on Exhibit 52 is the overbilling?
A. That's correct, yes.
Q. Is this the first and only example of a non-pass for Dr. Noffsinger?
A. No.
Q. Is this the first example of a non-pass for Dr. Noffsinger?
A. Yes.
Q. What is the date of this?
A. What is the date on there? July of 2021 is when we submitted it. That's what they keep as their date. I don't have a particular date of July.

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Q. And then did you ever get to the -- and do you have any record of a meeting related to this -- would you call this his first non-pass?
A. I would have, yes.
Q. Do you have a record of a meeting with the office manager for his first non-pass?
A. I'm not sure.
Q. Is there any record of Dr. Noffsinger at anytime being directed to take an online coding course?
A. Not that I've seen.
Q. At the bottom -- I want to ask you, at the bottom of the policy, which is Exhibit 53, do you see there's a date that says 12/2/2016, and then up at the top I think there's an effective date for this policy of January 23, 2019?
A. Probably. We used a template and we didn't change what we needed to. Also it doesn't look like we've updated this policy since 2019 and it's out of date.
Q. Did you ever have a last chance meeting with Dr. Noffsinger about his coding?

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A. Not that I'm aware.
Q. At least in any of the written material you have brought you have never said coding is one of the reasons for his termination; right?
A. There were multiple reasons for his termination. Not just one thing.
Q. Was coding part of it?
A. His documentation was part of it.
Q. Is that different than coding?
A. No.
Q. What was wrong with his documentation?
A. Wasn't very timely.
Q. Any other complaints about his coding?
A. It was questionable.
Q. What was questionable?
A. He had a lot of problems on -- for every single patient that he saw and while there's no audit, there's nothing I can run ever to show one way or not, been doing this for a very, very, very long time, and we see a lot of patients, and it's impossible to have as many patients seen every single day and be seen in

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the time frame they were seen in with that many problems and them be addressed. It is absolutely not possible.
(Whereupon, Plaintiff's Exhibit Number 54 was marked for identification and copy of same is attached hereto.)
Q. I will show you what is marked as Exhibit 43 (sic).
COURT REPORTER: Exhibit 43?
MR. ARNOLD: It should be 54. We will notate we skipped 43. I don't know where that came from.
Q. Have you seen this document before?
A. I've seen documents like this before. I don't know that I have seen this one.
Q. Was there any discipline taken or coaching or counseling taken by the hospital in regard to Dr. Noffsinger as related to the subject of this letter sent by the Alabama State Board of Medical Examiners?
A. Not to my knowledge.
(Whereupon, Plaintiff's Exhibit Number 55 was marked for identification and copy of

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same is attached hereto.)
Q. Exhibit 55, if you will look back at two exhibits, the audits came in July of 2021?
A. I think that's when we turned them in. I think that's why the company marked them July, but that doesn't mean that -- sometimes they take a while to get back to us.
Q. Do you know when the audits arrived at the hospital?
A. I don't know. The email says October, but I can't say for sure. They didn't come to me.
Q. Okay. Did -- I guess were the results discussed with these physicians including Dr. Noffsinger within two weeks of the audit?
A. I can't answer that.
(Whereupon, Plaintiff's Exhibit Number 56 was marked for identification and copy of same is attached hereto.)
Q. I'm showing you what is Plaintiff's Exhibit 56. Have you seen this document? I believe we've also already seen the document that is attached?

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A. Yes, we have, yes.
Q. Who produced -- and to be clear, who produced the attachment on the back side?
A. Our marketing department. I don't know who back there produced it.
Q. It was roughly produced somewhere in October of 2021?
A. Yes.
Q. How was this document sent to the general public, the PDF?
A. I really don't know. There's a multitude of ways that we do things, but I can't say for sure.
Q. You said there's multiple two ways?
A. There's a multitude of ways. We put it on Facebook. Sometimes we do email blasts. I really don't know. I can't say.
(Whereupon, Plaintiff's Exhibit Number 57 was marked for identification and copy of same is attached hereto.)
Q. I will show you what has been marked as Plaintiff's Exhibit 57. Have you seen this email chain before?

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A. I have.
Q. At the bottom -- and you received this, I guess, from Schinley Land; is that right?
A. Yes, it started with Schinley, yes.
Q. What does -- do you know what she means on her text at the bottom: I have pulled out all level 5's and have them on a separate tab?
A. I don't.
Q. Do you know why she would have done that?
A. I can't speak for Schinley.
Q. Do you know why -- I mean, from the context of your response, does that tell you why she would have done that?
A. I don't see my response.
Q. Oh, you're right. That's Ms. Stevens's response. Never mind.
A. Okay.
(Whereupon, Plaintiff's Exhibit Number 58 was marked for identification and copy of same is attached hereto.)
Q. I'm showing you what has been marked as

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Plaintiff's Exhibit 58. Have you seen this email chain?
A. I have.
Q. And the email chain starts where Ms. Brown has sent something to both you and Ms. Land and it's about another doctor in the first paragraph, I think, or another employee and in the second paragraph is issues about Dr. Noffsinger's October/November bonus. Do you see that?
A. I do.
Q. And then you responded I think each line in your response corresponds to each paragraph; is that right?
A. It does, yes.
Q. It says: We have held bonus checks for coding audits?
A. Yes.
Q. Why did you hold his bonus checks for coding audit?
A. It was for the second coding audit. He had failed the first coding audit. I was not going to bonus him until we got the response

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from the second coding audit because he was overcoding and he would have been bonused on overcoding if he was continuing to do that. So I needed to see an improvement and that he was no longer doing that before I was going to bonus him.

Q. Did you tell him that before it happened?

A. Yes, we did.

Q. Do you have any record of when you would have reported to him of that?

A. No, he preferred to talk over the phone or in person. So, no, he didn't really read his emails.

(Whereupon, Plaintiff's Exhibit Number 59 was marked for identification and copy of same is attached hereto.)

Q. Let me show you what I have marked as Plaintiff's Exhibit 59. Have you seen this document before?

A. I have.

Q. What is this document?

A. This is Schinley sending an email to

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payroll. She copied me on it and she was saying, hey, we have been holding Dr. Noffsinger's productivity bonus calculation for October and November. She said, Lisa, please, review and when appropriate approve and I've approved and let payroll, let her know when the check can be done.

Q. Were these bonus amounts correct that were identified in this email?

A. Which she were instructed, yes.

Q. I mean, after the audit were these amounts --

A. We had not had the audit back yet. By this point it was taking the audit so long to come back that we agreed that the reversals, we were going to do reversals on anything that he was overcoding and we would catch the makeup in the future and we wouldn't continue to hold it, we would just pay it and then we would take back what we needed to.

(Whereupon, Plaintiff's Exhibit Number 60 was marked for identification and copy of same is attached hereto.)

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Q. I'm showing you what is marked as Plaintiff's Exhibit 60. Have you seen this document before?

A. I have.

Q. And were you present? There seems to be a -- it indicates there was a conversation with Dr. Noffsinger and Ms. Land. Is that about his bonus payments?

A. It does seem that way.

Q. Were you present for that conversation?

A. Not to my knowledge, or not that I remember anyway.

(Whereupon, Plaintiff's Exhibit Number 61 was marked for identification and copy of same is attached hereto.)

Q. I'm showing you what has been marked as Plaintiff's Exhibit 61. Have you seen this document before?

A. Yes.

Q. And this is an email chain that appears to be started by a Tammy Waters?

A. Yes.

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Q. Who is Tammy Waters?

A. She was a coder biller.

Q. Did you -- you sat through Dr. Noffsinger's deposition.

A. Yes.

Q. At the time we would have gotten this email, did you know Ms. Waters was Dr. Noffsinger's patient?

A. I don't think I did, no.

Q. Would that have been a conflict of interest, according to the hospital's own policies?

A. I mean, no, because if so, that means that none of our employees could ever come to our hospital or use our doctors.

Q. Wouldn't a coder have a -- does a coder have specific doctors that they, I guess, follow behind after they do their notes?

A. They do, yeah.

Q. I mean, there's not -- there's no policy anywhere, hey, I'm responsible for coding the ER doctors, that means I don't do the ER doctor, that I guess not that I need to go to

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another emergency room, but --
A. It would be what happened. We just can't -- we just can't do that in health care. We just have to live within it.
Q. There's no -- because it's not practical, there's no policy against it?
A. No, there's not.
Q. Did you write, and then Ms. Stevens typed: This is pitiful, all these are part of the DNFB, too, with upside down face?
A. DNFB is a measurement that we measure how successful our billing department is. It is one of their metrix that she judges her people by. DNFB is done but not final billed, which means it's done. The visit is complete, but it is not final billed. When you don't complete your notes, we can't final bill it.
Q. So it slows up the cash flow to not complete the notes?
A. Yes, because we cannot send a bill out if the notes is not complete. I don't know if it's not illegal but it's very, very poor practice. It will get you in trouble.

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Q. Okay. You typed the text at the top of the email that says: Get on him, please?
A. I did to Schinley.
MR. ARNOLD: It's time for a break.
(Whereupon, a break was taken.)
Q. Ms. Courtney, we're back after a short break. Is there any part of your testimony you wish to change?
A. No.
MR. ARNOLD: I'm going to mark two exhibits, Exhibits 62, which is Bates stamped 728 and Exhibit 63, which is not the entire audit that occurred, I believe, December of 2021 and it is Bates stamped 729 through 734.
(Whereupon, Plaintiff's Exhibits 62 & 63 were marked for identification and copies of same are attached hereto.)
Q. The second audit -- there was a second audit in 2021 of Dr. Noffsinger; is that right?
A. Yes, sir.
Q. That audit, according to Exhibit 63, is 678 pages?

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A. Yes.
Q. I did not include all 678 pages --
A. Thank you.
Q. -- for brevity sake. Why is the second audit so much more comprehensive than the first audit we looked at in July of 2021, or dated July of 2021?
A. We knowingly knew that he was billing so many level 5's and that was a problem. It is hard to get a level 5. It just is. And we needed to look at those. Those were such a high RVU amount and he's being paid for that. So we really needed them to look at them and make sure that what he was coding was correct.
Q. Is there some sort of document or a spreadsheet that tells me how many level 5's he had billed through 2021?
A. We could probably pull it, but I don't think we have it here.
Q. If you will, go to the third page of the audit. When it says overbilled by one level, is that what you mean by that should be a

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level --
A. If it was a level 5, it should have been a 4. If it was a level 4, it should have been a level 3.
Q. Is that the only row that would deal with overbilling of -- overbilling on this Pro Fee Assigned Table on 731?
A. Yes.
Q. Does the overbilling result in cost to the hospital?
A. It does when we have to rebill it. If you're overbilling it, and you're incorrectly billing, then we are going to have to go in and manually reverse every one of those charges, we're going to have to go in and add a credit. So where the cost to us is, it's the cost of our biller's time. It is very labor intensive to go into a hundred and thirty-six claims and reverse all of those charges, put in a correct charge and rebill them. So we have to send the money back for all of those, if we've been paid on them, we have to reimburse it. Then we have to do the work to recode it and then we have to

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wait to be paid again. So that's where the cost comes in.
Q. Is that quantified in any document of any way to tell me what the total cost was for these hundred and thirty-six levels?
A. No, the time of the coder, no, I mean, I can't quantify that for you.
Q. There's no report or any sort of --
A. No, there's no report.
Q. -- database document that can tell me and quantify --
A. No, I mean, because some coders may do it at one seat and some do it at another. No, I can't tell you how long it takes and how long it takes when we send the money back and the payers and wait for them to pay us back and it's also red flags all over the place when you do that.
Q. How long after a doctor is hired does, rather the health care provider -- does Ms. Mangum get an audit as well?
A. Anybody who is sending bills out.
Q. How long after the health care provider

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is hired do they enter the scheduling to be audited?
A. I like to do it within six months. Covid jacked that up for us. I do like to do it within the first six months so we get them on track in the very beginning.
Q. When did you finally feel like your -- Covid -- I think most people view Covid 2020 through 2021 is when it was really bad. Is that a fair --
A. That's a fair assessment.
Q. How long after 2021 do you feel like your ability to get, whether they are new hires, maybe employed doctors back on a regular coding audit schedule, you're within that six months you just testified to?
A. I would have to ask Chasity, because it's coming from our billing office who's issue date is because I really don't know.
Q. For the -- referring to Exhibit 63, the audit, do you know when this document was received from HIA?
A. Not for sure.

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Q. If the report has 12 of 2021, does that mean it probably arrived in January of 2021?
A. I don't know, because Chasity's emails says December 14th Audit Results. So I don't know the answer. So, say, December 14th.
Q. That's what --
A. Yeah, I'm not sure.
Q. So did you ever discuss these Audit Results with Dr. Noffsinger yourself?
A. Not that I remember.
(Whereupon, Plaintiff's Exhibit Number 64 was marked for identification and copy of same is attached hereto.)
Q. I'm showing you what is marked as Plaintiff's Exhibit 64. This is -- have you seen this email chain before? You're not on it, but have you seen this email chain before?
A. I don't remember seeing it.
Q. Do you recall Ms. Land, Ms. Graves or Ms. Stevens discussing a meeting with Dr. Noffsinger about his audits?
A. In generalities, but not any specifics,

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what date it happened or anything like that.
Q. In terms of the date, if this email is indicative of the meeting, that would be February of 2022; is that right?
A. Yes.
Q. That would be at least almost two months after you received the audit that we previously looked at that was Exhibit 63?
A. Yes.
Q. The audit didn't happen in two weeks per policy, did it?
A. No, but we also weren't doing a lot of things during that time. I know that Noffsinger was out a lot between Christmas a lot of times and January 2nd from sicknesses and we had flu going on during that time period.
Q. It's still Covid.
A. It's still Covid. There's leeway and grace to that.
Q. I'm showing you what is marked as Plaintiff's Exhibit 65.

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(Whereupon, Plaintiff's Exhibit Number 65 was marked for identification and copy of same is attached hereto.)

Q. I'm showing you what is marked as Plaintiff's Exhibit 65. Have you seen this email before?

A. Yes, sir.

Q. What is this email chain about?

A. This is about visits, office visits and how many patients were being seen each month.

Q. And Ms. Graves responded something about he wouldn't believe some of the information in this email; is that right?

A. Yes.

Q. At the top is this you who typed: Pretty sure after I'm done today he will?

A. Yes, I started the full thing.

Q. What does the top comment mean?

A. So that I was going to have a conversation with him because I was tired of it. Dr. Noffsinger was extremely upset that I had recruited Dr. Morgan. Dr. Morgan started in January in 2022 and he was not happy at all

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that I brought on another physician. He said that it was going to cut into his ability to see patients and he did not appreciate me bringing in another physician. I told him that there were plenty of patients out there and I did not believe that it was going to affect his patient volume at all. Pulled it out to show that it wasn't, sent to Stacy, here, I'm showing you right now. She's like, I know, I have already tried showing him this. I said, well, I will go -- I'm basically saying, well, he will after I'm done with him, because him and I had to have these conversations constantly.

Q. This isn't referring to any sort of bonus payment?

A. No, this didn't have anything to do with RVUs. This started in January and he was mad at me about it.

Q. Did you -- during Dr. Noffsinger's deposition he talked about a meeting in the kitchen area of the clinic about his audit. Before I ask you questions about that document,

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did you attend that meeting?

A. I did not, no.

Q. Before we make this an exhibit, I'm showing you Bates stamp 2375 through 2378, this second audit sort of memorandum. Before we make it an exhibit, did you write or have any participation in the creation of that document?

A. I did not, no.

Q. I won't ask you any questions about it. Did you approve the text of the document at any time prior to any meeting with Dr. Noffsinger?

A. I didn't, no.

Q. Do you know who attended that meeting with Dr. Noffsinger about this audit?

A. I don't.

Q. There's a term in some of the emails you produced called a charge lag. What is a charge lag?

A. It's the amount of time from the visit until the bill is out the door.

Q. That would be the final billing you

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testified to or is it something different?

A. Yes, the final billing, the billing, when it's out the door. We can do it in a number of days, how many days it takes. Part of it is on the physician and part of it is just the coder looking at it and then out the door.

Q. What is the timeline from patient visit to final bill, how long should that take?

A. For a Primary Care provider it should only take three days.

Q. And tell me -- walk me through the steps from the patient walking into the clinic to the final bill, what happens?

A. So the patient walks in the door, they are triaged by their MA, put in the room. The MA does a lot of the work, they are asking their history, their medication, they are putting in a lot of stuff. The physician comes in, they do their exam, they do their treatment plan, they order whatever tests, labs, all that kind of stuff, all of that goes into their note. They send the patient on their way.

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They should, the Primary Care physician should have their notes done by the end of the day. They should have it signed by the end of the day.

That gives billing time for the next day to be able to review any hiccups or anything, if they have a question send it back to the physician if they have a question, get it answered and get it back out the door by three days. A lot of Primary Care doctors charge lags are two days or less. We give them three days. Surgeons are different because they're operating, you are waiting on things in the hospital. It just takes longer. We give anybody that goes into the hospital seven days, but if you don't go in the hospital to do any work, then yours should only be three days.

Q. Is completion of the doctor notes something that creates the charge lag?

A. Yes, it starts there.

Q. Starts there. And the -- Dr. Noffsinger generally did most of his notes on a Friday at his home, at least what he somewhat

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testified to during his deposition; is that right?

A. Friday, Saturday, Sunday, but over the weekends.

Q. And how did that come about, did you permit him to do that?

A. At some point we couldn't change him no matter how many times we talked to him about it, but he didn't get them completed that week. It would have been one thing if he would have gotten Monday, Tuesday, Wednesday's patients done on that Friday. So when he says he does -- he does all my documentation on Friday, Saturday and Sunday, he's not talking about that week's documentations. He could be doing it from two months ago.

So, yes, if he was doing that week's documentation on Friday, Saturday, did I like it, no, I didn't. Would I have permitted it, yes, I would have, but he wasn't doing that week's. He was doing months prior and there's so many problems with that. It's not even financial-related. You don't know. There's no

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way you can remember what you did on a patient two months ago. The smartest physician in the world does not remember that patient who came in and everything you did and everything you told them. It's just poor care.

Q. I don't know if I'm going to make this an exhibit, but I want to make sure.

(Whereupon, Plaintiff's Exhibit Number 66 was marked for identification and copy of same is attached hereto.)

Q. I will show you what I have marked as Exhibit 66. I realize you are not on this email chain or spreadsheet. Do you understand or can you interpret this spreadsheet?

A. I do.

Q. What does -- there at the top it says: Says Year/Service Month. I think we can understand that. Then it's got the various providers and there's the -- I assume it's the group we're talking about is on 2382. That would have been the doctors we've been talking about today during this deposition; is that right?

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A. Yes.

Q. And then what I'm curious about, what -- it has the charge lag for January, February, March for Dr. Noffsinger that goes from 11.9 in January, 6.72 in February, 6.39 in March. I guess that's an average on the total?

A. Yeah, this is a snapshot, though. If you ran it this date, let's say that we ran this March 31st, if you ran this April 15th for these three months, it could change again.

Q. Okay.

A. Because you're not going to see the notes that were not done from January 15th until they're completed. So if they're not completed until April, then it's not showing up in the chart's lag because it doesn't show up until they're complete.

Q. I see.

A. So this snapshot and where this was actually ran, this is where it was sitting at. His was actually way worse if you would look at three, six months down the road and you saw the full picture. This particular snapshot is just

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where it was at at this moment.
Q. Okay. This is not like a tabulation like financials we looked at earlier?
A. No, it's not. It's just a snapshot in time.
Q. So in theory, in other words, let me ask, future snapshot, let's just say at the end of April and went back three months you might see the February number would have been marginally would stay the same or go up, it wouldn't go down?
A. Correct. It could never get better.
(Whereupon, Plaintiff's Exhibit Number 67 was marked for identification and copy of same is attached hereto.)
Q. I'm showing you what is marked Plaintiff's Exhibit 67. Have you seen this email chain before?
A. Yes, I think I have.
Q. I would like you to look at 2388. You are courtesy copied on this mail; do you see that?
A. Yes, I do.

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Q. Do you remember reading this email?
A. I don't remember reading it.
Q. Did you read this email?
A. Yes, I read it.
Q. Chasity wrote: With our move to a quarterly platform, the next scheduled meeting is July 14 at 10 a.m., what is the quarterly platform?
A. RCAT meetings. RCAT is Revenue Cycle Action Team. So we had a team that would meet quarterly and it's just a team that gets together, that we work on anything that might be affecting our revenue cycle, whether that's charge lag or some weird thing that's coming up. It's just our team meeting.
Q. It's not a digital platform?
A. No, she's just using that to say meeting.
Q. What was the old platform?
A. I think -- I can't say for sure. We may have been meeting monthly at one point and we moved it to quarterly.
Q. You don't know either way?

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A. I don't know either way.
Q. And then the next page, and this may not be something that -- you see the email written by Ms. Land --
MR. LOCKWOOD: The prior page. You said the next page.
MR. ARNOLD: Prior page.
Q. 2387, just to be clear. I still need charge lag by provider in preparation for our dictation support pilot that will begin later this month.
My question is: When was this dictation support pilot, if you know?
A. I believe she's talking about DATS, but I believe I need to leave that up to her to explain it.
(Whereupon, Plaintiff's Exhibit Number 68 was marked for identification and copy of same is attached hereto.)
Q. I'm showing you what has been marked as Plaintiff's Exhibit 68. Have you seen this document before?
A. Yes.

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Q. You have seen this document before?
A. I have.
Q. Do you see on the June 1 email sent by Nesha Donaldson to Schinley Land and it says: She started a spreadsheet to record this for James, so I think that would be best?
A. I have no idea what she's talking about as far as the spreadsheet goes.
Q. No idea, no spreadsheet whatsoever?
A. No clue what she was talking about.
Q. Okay. You jumped to my question, but there's a few others that come with it, too.
A. Sorry.
Q. That's okay. You got to the meat of it. I still need some background. Who is Nesha Donaldson? Am I saying her name right?
A. Yes, you are.
Q. Who is James?
A. He is our CEO.
Q. What is his last name?
A. Clements.
Q. Is he still CEO?
A. He is.

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Q. The she they're referring to in there from Nesha, is she referring to you or to Schinley, or do you know? I think it's referring to you.
A. I think she's referring to me.
Q. But no such spreadsheet exist?
A. I don't know what she's talking about.
Q. So I won't get a spreadsheet down the road?
A. You won't, because I have looked up and down. I have no idea what she was talking about.
Q. And it hasn't been produced in this twenty-eight hundred pages that I might have misunderstood?
MR. LOCKWOOD: Off the record.
(Discussion off the record.)
Q. You have no -- this spreadsheet that's referenced in this email does not exist?
A. It does not exist.
Q. It hasn't been destroyed?
A. It has not.
Q. You don't know why Ms. Donaldson wrote

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that?
A. I have racked my brain, my computer, everything. I have talked to her. I have no idea what she is referencing.
Q. The documents you save on your computer, do they go to the cloud or do they stay on a hard drive on the computer?
A. They are on a shared drive.
Q. What efforts have IT made to find those documents?
A. No, it scrubbed it. I have no idea --
Q. Scrubbed it?
A. They've gone through every -- when I say scrub, I mean search. Sorry. I don't mean scrub as in getting rid. I mean scrub as in looking for anything with Dr. Noffsinger's name. I can't find any. I have no idea what she's talking about here.
(Whereupon, Plaintiff's Exhibit Number 69 was marked for identification and copy of same is attached hereto.)
Q. I'm showing you Exhibit 69. Have you seen this document before?

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A. Yes.
Q. Did you approve this bonus payment?
A. I would have, yes.
Q. Was this bonus payment changed in any way that you can recall?
A. No.
(Whereupon, Plaintiff's Exhibit Number 70 was marked for identification and copy of same is attached hereto.)
Q. I'm marking Number 70. Have you seen this document before?
A. Yes.
Q. Is the date of this email accurate?
A. Yes.
Q. That would be -- is the date of both emails accurate?
A. Yes.
Q. And that's June 6, 2022?
A. Yes.
Q. I'm showing you what has been marked as Plaintiff's Exhibit 71.
(Whereupon, Plaintiff's Exhibit Number 71 was marked for identification and copy of

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same is attached hereto.)
Q. It's Bates Stamped 2219. It appears to be a blank email with an attachment to it which is the following document. Have you seen -- did you send this email?
A. Yes.
Q. Did you type the document that appears to be the attachment on this email?
A. I did.
Q. Is the document that's Bates stamped 2329 the attachment on the email?
A. It is.
Q. Let's kind of go through this. It says: Summary of Talking Points for James. Did you have a meeting with the CEO with James Clements?
A. Yes.
Q. Was that meeting on June 6?
A. Yes.
Q. Where was that meeting held?
A. Board room.
Q. Was that meeting recorded?
A. No.

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Q. Was that meeting -- was anybody taking minutes of that meeting?
A. No.
Q. Was it just the two of you?
A. No, Nesha would have been there, too.
Q. Ms. Donaldson was present?
A. Yes.
Q. Starting on the memoranda, let's kind of go at the top, Turning Point, what does that mean?
A. That's the name of one of our clinics.
Q. Where is that located?
A. It's in this building on the third floor.
Q. You're reducing the number of physicians at that clinic, is that the first bullet point?
A. It was ideas of what we could do.
Q. These are ideas?
A. Yes. So to set the stage, I had been in Italy for two weeks. During those two weeks we had finished up our May financials and they had come out and we were -- it was showing that we were not going to have a good month. As a

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matter of fact, we didn't have a good month. Our fiscal year ends June 30th. We were about to start our new fiscal year July 1 and James had been talking to Nesha and to Schinley while I was gone about -- well, Nesha mainly about what needed to be changes across the entire hospital because our financials were looking bad and we were going to have a bad overall year.

In doing that Nesha has to look at every single department, and so when I got back on June 6 I had to go in and sit with Nesha and then with James on talking points of ideas that we can do because the clinics were seen as one department, even though they were multiple one department, things that we needed to do on the clinic side to improve our financials, the overall health of our hospital.

Lots of other things that were happening in other departments, but this was the ideas of things to fix for the clinics. Just setting the stage for you.

So Turning Point, so the idea was to

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drop one physician. No more Hartselle. Our part time -- we had a part time physician. He went up to Hartselle, spent time up there. He didn't like to work five days a week. Only wanted to work four days a week, one of the physicians did. If you are a work horse, you have to work Monday through Friday. And then to change your percentage of collections from a straight salary, they were RVU --
Q. In other words, if the doctor --
A. Turning Point is mental health, by the way, a mental health clinic. So you see a lot of non-insured and Medicaid patients.
Q. The idea that you wrote down was if you are working more, you were paying more, but if you are working less, you are paid less?
A. Or you should be working full time, you should be working a five day week. We -- we -- you lose money in mental health. Our community needed it. I need you here five days a week.
Q. On the bullet point of percentage of collections who are straight salary --
A. Yes, for RVU, yes. Straight salary or

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percentage of collections.
Q. If he didn't work forty hours, the salary goes up or down based on his production, whoever that doctor is?
A. Yes.
Q. Was that idea implemented for this doctor?
A. We did make changes in that clinic, yes.
Q. Was the idea --
A. We dropped the nurse practitioner in that clinic. We cut the part time position off. We only went to one provider in there. We quit going to Hartselle. He did start working Monday through Friday. Those were the things that we implemented in that practice.
Q. And then --
A. And we moved his -- we changed his contract, too. We implemented a portion of every one of those bullets, yes.
Q. Let me ask you a question. When you say this time in 2022 Cullman Regional was losing money, that can mean a lot of things in the

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world of finance. Does that mean you were in the red, does that mean you were not making as much money or profit as projected?

A. That meant our financials were not performing to where our budget was. We were not -- we weren't in the red, but we were not -- we were performing under budget for the year.

Q. In other words, you were spending more money than you were bringing in, but you still weren't in the red?

A. Correct. Cullman very much is -- we're not -- we work very hard not to be one of those rural hospitals that are closing all over Alabama. So a lot of times, even though we're still making money, when ours start dropping like that, we make cuts so that we don't get in a financial situation so where we're operating behind in the red, because it's very, very hard in rural health care in Alabama to come back from that. We don't want that to happen.

Q. Then let's go to the North section of this document. First bullet point is Dr.

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Noffsinger?

A. Yes.

Q. It says: Move to percentage of collections and you put in parentheses (this will make him leave)?

A. Yes.

Q. You wanted him to leave?

A. No, not necessarily. I just didn't want to -- I said when we do this, when I have to have this conversation with him, he is going to blow up on us and he is going to walk out the door. So this is notes to them, look, I know what is going to happen when this happens.

Q. Did you communicate that to Mr. Clements?

A. Yes, I did.

Q. Did he say go ahead and fire him?

A. That was what we ended up deciding, that it wasn't worth -- after everything we had already been through.

Q. Let me rephrase.

A. Okay.

Q. Did y'all -- the three of y'all decide

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that at this meeting?

A. Yes, we did.

Q. Okay. And then were Alam, Brimer and Gonzales not working forty hours a week?

A. Just like Noffsinger, they worked four days a week, too. So we made them change. Noffsinger only worked four days a week, too.

Q. Did he work ten hours in those four days?

A. No, he did not, but he said he did his notes on Friday so that should count.

Q. Why wouldn't it count because he's a professional?

A. No, he should have done it while he's there like everybody else did. Everybody else could do it the same day. Just because you can't get yours done in a timely manner doesn't mean that I should make allowances for you. We made the other ones start doing what they were supposed to do and work their forty hours.

Q. Studdard, it says no change, just explain what is being told to others, what does that mean?

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A. There was nothing in her Contract we needed to change.

Q. Then the same would be true for Morgan?

A. That's correct.

Q. Multispecialty, what does that mean?

A. That clinic had a bunch of different specialties in it so they called it multispecialty. There was a pulmonologist. There was a rheumatologist. It was a hodgepodge.

Q. Just kind of like all specialties that don't need their own office?

A. Like onezies. It's way better for us for efficiency to have them all in one location so they can share a receptionist and share a back staff.

Q. I get it. Like at Children's Hospital, like the Infectious Disease is right next to neurology?

A. Yes, very similar.

Q. And then so the idea was to change boards, compensation structure as well?

A. It was.

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Q. And then help me out with Fernandez, eliminate all infusion costs, what was that about?

A. Fernandez is a rheumatologist. Rheumatology does a lot of infusions. It's pharmacy stuff, but they do a lot of medical infusions. That's a part of their practice. We were doing it inside the office. It's more convenient for the patient. It's just easier for the patient. During Covid we lost what is called our 340B pricing because our Medicare patients were staying here longer, which meant we had less Medicaid days. We lost cheap drug pricing. That's what it boils down to.

When that happened infusions cost a lot of money, those drugs do. When we lost our 340B pricing we went upside down on our infusion costs practically immediately. We ended up outsourcing that. That's how we fixed that. We had an outside -- we still allowed them to do it in our office. We allowed that company to come and set up in our office. We couldn't get the rates. It just did not make

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any sense. We lost hundreds of dollars every time a patient came in our office.

We ended up not doing -- well, we eliminated all infusion costs because we ended up outsourcing it.

Q. OCC Health, what is that, why did it close?

A. Occupational Health.

Q. What is Occupational Health?

A. For companies like Cullman Electric, that have Alabama Power, it's for companies whose employees are out, they may have worker comp claims, new employee claims, they have hearing tests, we had a clinic that just did that kind of medicine. We had a doctor and nurse practitioner that just did that. We closed that clinic completely and we rolled that service into our Urgent Care. Our Urgent Care was already there. It made no sense to use that as a separate service. So we completely closed. It made no sense to run them as a separate service. We terminated that physician, that nurse practitioner, and just

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ran the Urgent Care Clinic.

Q. And then the South Clinic, that was called Downtown?

A. Right.

Q. That was just closed?

A. Yes, we moved Dr. Fillara up to our main office, but we did terminate the nurse practitioner and all of the staff in that clinic unless we had an opening somewhere else.

Q. Who was the nurse practitioner?

A. Ashley -- she's in the picture on that thing. I can't remember what her last name was.

Q. How old was she?

A. I would say she's my age. I'm not sure.

Q. How old are you? It's important. It's an age case.

A. I'm forty-six. She was a female.

Q. And then Cardio. All minus Singireddy-base plus cash percentage.

A. It was changing Contracts. The reason

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why we could not with Singireddy is because he was HA-1 visa and you can't really change HA-1s.

Q. And then how many doctors did that change the Contract for if Singireddy was the exception?

A. We had three down there. We ended up not changing their Contract. We eliminated some other staff down there instead.

Q. During your meeting with Ms. Donaldson and Mr. Clements where y'all decided to fire Dr. Noffsinger, whose decision was it out of the three of you?

A. It was a team decision.

Q. Somebody had to come up with the idea in the meeting. Who was it?

A. Honestly, we just discussed all of these things and there had been so many problems we just decided as a team. I can't remember who the first person to say out of their mouth was. It was honestly a team decision. We don't make those decisions in vacuums. The same with all these changes.

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(Whereupon, Plaintiff's Exhibit Number 72 was marked for identification and copy of same is attached hereto.)

Q. If you will just look at this document and just confirm with me these are, as far as you know, if there are some corrections I can understand there might be, but these are the last twelve bonus payments to Dr. Noffsinger, but I would like to confirm that. If you will take a look at it. It may even take a few minutes and then I have a few questions about how they are paid.

A. (Witness reviewing document). They look correct.

Q. The sums for each month look correct?

A. I mean, without me having a calculator, but, yes.

Q. The email is accurate?

A. The emails look accurate.

Q. I'm not asking you to tell me the annual -- here is what I want to understand. If I see a June email referencing a May payment and the May payment, that the May services's

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bonus comes sometime in June unless it was delayed by the coding --

A. Yes, yes, you had to wait for the whole month to be done so that we could calculate that month.

Q. I want to make sure I understood the lag time for the bonus payments.

A. Yes.

Q. Tell me about -- let's talk about the termination meeting with Dr. Noffsinger. Who attended that meeting?

A. Me, Barbara Estes, and Colin Luke.

Q. Who is Barbara Estes?

A. Pam had retired at that point. We brought her back. We don't ever let anybody retire. Barbara was the HR director. She took Pam's place when Pam tried to retire.

Q. Where was the meeting held?

A. This room.

Q. Here on the hospital campus?

A. It was, yes.

Q. What time of day did y'all have the meeting?

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A. I don't remember.

Q. Was it in the morning or the afternoon?

A. I honestly don't remember. It would have been during business hours, but I don't remember if it was in the morning or afternoon.

Q. Will you describe the conversation as best you remember from start to finish?

A. Yeah, Colin did the talking. When he just simply told Dr. Noffsinger that we were exercising our ninety day out, Dr. Noffsinger wanted to know why. He told him we were just exercising our ninety day out clause. Dr. Noffsinger got upset with him. Barbara was there to talk about COBRA and stuff like that. I don't remember if that even got to happen or not, to be honest. Dr. Noffsinger was shocked and angry. I don't think that the meeting lasted very long because of that. That's really all I can remember from the meeting.

Q. Did Colin Luke tell Dr. Noffsinger you did nothing wrong?

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A. No, he did not.

Q. Do you recall any specific words Dr. Noffsinger said during the meeting?

A. I don't.

Q. Not going to remember anything different if this case goes to trial?

A. I'm not, no.

Q. Did Ms. Estes talk at all during the meeting?

A. She was there only to talk about COBRA and how that kind of stuff worked. I don't remember if she got to talk about it because of how it was going south. I don't remember if we got there.

Q. Did anyone escort Dr. Noffsinger off the property?

A. We always have security here when an employee has been terminated. They escort the employees off.

Q. That's a standard practice?

A. It is. It's a standard practice.

Q. Not specific for Dr. Noffsinger?

A. No, not at all. It's a standard

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practice.
Q. During your meeting with Clements and Donaldson did y'all discuss negotiating his Contract?
A. Just that we could try that route, but it would be unsuccessful. We had had problems in the past and I just didn't feel like it was worth it.
Q. If he was generating revenue at the time, and the documents showed he was generating revenue?
A. Sure.
Q. Why did y'all not retain him at least through January and give him notice for the end of the Contract? You're still making money when you needed money.
A. All of the issues, all of the stuff we had to deal with with the behavior, there are times that that kind of stuff just outweighs everything else and it just outweighed it.
Q. Did you do any sort of calculation to see if it actually outweighed it on a financial basis?

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A. No, I don't have to do it on a financial basis. All of the complaints we got, it was just an accumulation of everything that had happened. It was just not worth it. It was better for our organization, regardless of what he -- how many patients he was seeing or what he was bringing in for him not to be here.
Q. It was worth it laying the bread, to have him go out the door?
A. Sometimes it is.
Q. What was the plan about who would absorb his patients?
A. So you have to -- we have an obligation to our patients. Any time that a physician leaves, whether that's by choice or not by choice that we have to notify them. So we send out a letter and we let them know, hey, this physician is no longer here, if it's by choice and they have given us where they are going, we put it in the letter. If it's not by choice and we obviously don't have a plan for where they are going to, we go ahead and we make

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appointments, we call them, we reschedule them, ask which one of our other providers they want to go see. Sometimes they don't want to. We give them their medical records and they can make a plan on their own. That's completely patient choice. We do have an obligation to our patients to make sure we are notifying them.
Q. Were you, Ms. Donaldson and Mr. Clements the only people who made the decision to terminate him?
A. Yes.
Q. What did you inform the staff and other physicians at the clinic about Dr. Noffsinger's termination once it was -- once he was -- after he was informed?
A. My headline is always this physician is no longer with us. I don't give them a reason one way or another. Schinley tends to handle the employees. I will talk to the physicians and I will just say, hey, Dr. Noffsinger is no longer with us. Schinley will get with you if you need help with any of the patients and

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we'll move on.
(Whereupon, Plaintiff's Exhibit Number 73 was marked for identification and copy of same is attached hereto.)
Q. This is Exhibit 73. Essentially, I think that's what you just testified to that's in the text of the email; is that correct?
A. It is.
(Whereupon, Plaintiff's Exhibit Number 74 was marked for identification and copy of same is attached hereto.)
Q. I will show you what has been marked Exhibit 74. This is an email Bates stamped 2703 and there's a Termination Form that appears to be in the attachments.
A. Yes, that's that Automated Term Form that that email kind of just --
MR. LOCKWOOD: Actually kind of got that ball already rolling for you.
MR. ARNOLD: Okay.
Q. And that would look like what we previously looked at for Ms. Studdard?
A. Yes. And I think it generates then like

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an email that goes to the HR group.
MR. ARNOLD: I would like the native of that document, please, not just the form.
MR. LOCKWOOD: As you said -- I have no problem giving you whatever you want. I just want to make sure we both understand what you mean by native.
MR. ARNOLD: Obviously, if it's been changed or altered in any way since it was written June 16th. I have a right to explore that.
MR. LOCKWOOD: I've got no problem with that. I will ask our tech guys how to do that. Robert Lockwood doesn't know how to do that.
MR. ARNOLD: Yeah, I wanted to look at that. That's pretty important.
MR. LOCKWOOD: More than happy to have it. I don't think it will have much on there.
MR. ARNOLD: I've got to know.
MR. LOCKWOOD: Got it. By the way, I know it's been changed at least once because -- and you've got documents to that effect when he gave his early notice beyond the ninety days it

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got changed from original termination of ninety days to less than ninety days. I know for a fact that's in an email.
MR. ARNOLD. And we've seen documents showing each one is printed separately and it's based on the other --
MR. LOCKWOOD: I don't know that they're necessarily printed separately. They're maintained.
MR. ARNOLD: There are different versions for another employee who moved from one clinic to another and --
MR. LOCKWOOD: You said you wanted to know if it's been changed, and all I'm doing is telling you, we've already established for you. What else is out there, I don't know.
(Whereupon, Plaintiff's Exhibit Number 75 was marked for identification and copy of same is attached hereto.)
Q. I'm showing you what is Plaintiff's Exhibit 75. Looking at the top page, this is Bates stamp 2704, it's an email chain. Did you write the top line of this email chain?

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A. I did.
Q. Just to make sure I've got the context here, this is the -- you're calling all the patients as well as sending them a letter, just as you testified to a few minutes ago?
A. Yes.
Q. Was there a script for the callers when it comes to this, or did y'all preprepare it and they must follow kind of like a customer service rep would follow in one of our many retailers around the world?
A. I'm not aware.
Q. You didn't create one?
A. I didn't create a script, no.
Q. Is there any sort of script that's been used by or mandated by HR or anybody else like that that tells patients what is happening?
A. I don't know if HR does. Schinley may give guidance to her call center people. I'm not sure.
Q. During these phone calls are the patients told who is taking over their file while they transition?

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A. Again, I can't speak to what was said to the patients.
Q. Were there directions about what can't be said to a patient?
A. I wouldn't have done that. That would have come from Schinley.
(Whereupon, Plaintiff's Exhibit Number 76 was marked for identification and copy of same is attached hereto.)
Q. I'm showing you what is Plaintiff's Exhibit 76. Have you seen this email chain before?
A. I have.
Q. If you will start on the second page, start on 2710. The second page was the beginning of the chain, email chain. Can you tell me what the text means? I believe it's Ms. -- first of all, who is Jane Burchfield?
A. Jane at the time was the director of our lab.
Q. What is she asking you and Schinley about?
A. So if a physician, this case, Dr.

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Noffsinger, had already sent in an order for lab work but the patient hadn't shown up yet, so she's going, okay, when they show up is that lab order still valid, because he's no longer here, and if it is valid who do we send those results to, because somebody has to be responsible for making sure the patient knows the results of those labs. So that's what she's asking about.

Q. And your response is sort of at the bottom of the first page?

A. Yeah, I asked Schinley, Alam or Brimer there were two Internal Medicine over there, so I was, like, Schinley question mark, I don't know.

Q. Alam and Brimer, at least according to Schinley, seemed to have a little hesitancy to simply have the orders, I guess receive the order without looking at the files first?

A. That's what it appears, yes. I didn't talk directly with Alam and Brimer, but a hundred percent that is what is conveyed in this email.

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(Whereupon, Plaintiff's Exhibit Number 77 was marked for identification and copy of same is attached hereto.)

Q. I will show you what has been marked as Plaintiff's Exhibit 77. Did you receive this email from Tammy Parris?

A. I did.

Q. Who is Tammy Parris?

A. She was the operations controller.

Q. Just to be clear, is she -- Tammy Waters hasn't been married and changed --

A. No, completely different person.

Q. And, then, you're confirming this is a Termination Without Cause of this email; is that right?

A. Yes, I am.

(Whereupon, Plaintiff's Exhibit Number 78 was marked for identification and copy of same is attached hereto.)

Q. I'm showing you what is Plaintiff's Exhibit 78. This is what we were talking about earlier. This is a Position Control Form for Dr. Villar, but it appears to be different than

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the one we looked at earlier in the morning.

A. This one was because we were moving him from one department to another. That changed where everything in the GL, general ledger, where his salary and everything was going. We needed to make sure it flowed to the right location. The South Clinic had a whole different GL.

Q. Was his Contract altered in any way?

A. No, because the Contract doesn't tell what clinic they're working in. It says I can move them wherever I want to.

Q. Was his Contract altered in any way when y'all were going through these cost savings measures you testified about?

A. No, we terminated his nurse practitioner.

(Whereupon, Plaintiff's Exhibit Number 79 was marked for identification and copy of same is attached hereto.)

Q. I'm showing you what is marked as Plaintiff's Exhibit 79. Have you seen this email chain before?

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A. Yes.

Q. Did you write the text that appears to be sent August 9, 2022 at 12:47 P.M.?

A. I did.

Q. I'm showing you what is marked as Plaintiff's Exhibit 80 --

(Whereupon, Plaintiff's Exhibit Number 80 was marked for identification and copy of same is attached hereto.)

Q. -- which is a very long email.

A. Okay.

Q. Did Dr. Noffsinger return -- one, is the laptop, is there a laptop in Dr. Noffsinger's possession that the hospital wants back?

MR. LOCKWOOD: Today or back then?

Q. I'm asking today, did he return the equipment?

A. I don't know. I would have to ask. I'm not sure.

Q. Do you know?

A. I don't know, no. I have no clue.

Q. Do you have any records in any of the production sent to my office that shows y'all

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asked him to return the laptop ?
MR. LOCKWOOD: I think there's an email saying he's heading up to the Guide-Up (phonetic) Restaurant with his computer.
A. I know that we gave him stuff. I think he was bringing stuff and we were doing a hand-off.
Q. I'm just making sure tying up for both parties for property is returned.
A. I don't know. I'm sorry, that was 80.
Q. Just to be clear, 80 was Bates stamped 2765 through 2769.
(Whereupon, Plaintiff's Exhibit Number 81 was marked for identification and copy of same is attached hereto.)
Q. I'm showing you what is marked Plaintiff's Exhibit 81, which is the Position Statement Admitted by Defendant to Equal Employment Opportunity Commission. Have you seen this document before?
A. Yes, I have.
Q. Did you assist with the creation of this document?

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A. Yes, I did.
Q. Did you approve the final text before it was submitted to the EEOC?
A. I don't remember.
Q. Was this document provided to Mr. Clements before it was submitted to the EEOC?
A. I don't know.
Q. Do you know -- did you have any conversations with Dr. Clements (sic) outside of the presence of your counsel about this Charge of Discrimination?
A. Dr. Noffsinger?
Q. Yes.
MR. LOCKWOOD: You said Dr. Clements.
Q. I'm sorry, did you ever have conversations with Dr. Clements about --
A. He's not a doctor.
MR. ARNOLD: I thought you had to be a doctor to be a CEO.
A. No, no.
Q. You can't be private equity and get into law.

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A. No.
Q. So Mr. Clements -- let me rephrase. Did you have any conversations with Mr. Clements about Dr. Noffsinger's Charge of Discrimination outside the presence of your legal counsel?
A. Not that I remember.
Q. Did you have any conversations with Schinley Land outside the presence of legal counsel about his Charge of Discrimination?
A. No.
Q. Did you have any conversations with anybody about this Charge of Discrimination outside the presence of counsel?
A. No.
Q. Nobody on earth?
A. No.
Q. Always with your lawyer?
A. Not that I can remember.
Q. All right. As part of the defense of this case is there any affidavit, declaration, recording regarding Dr. Alam's denial that makes that Dr. Noffsinger was about to

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retire?
A. No.
Q. What is the I Order System?
A. It was a Beta Test System that would help bridge lab orders. I think radiology orders, too, from our -- at the time our clinics electronic medical record and the hospital medical records were not the same.
Q. Okay.
A. So when the hospital or when -- so when a provider in the clinic put in an order it would have to be printed and faxed or usually faxed or sent over to the hospital and the hospital would get it, scan it in, and so in order to make it -- and then when the results came in, it got faxed back to the clinic and the clinic would have to scan it into the chart. It was a lot of manual work. So I Order was a system, an IT system that would sit on top of it that when the doctor put in the order it would take the order, it would make sure all the diagnosis was right because insurance companies tell you what the diagnosis

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has to be in order for this test to be approved and doctors are notorious for getting it wrong when it's on paper, and it would make sure it was right, and then it would send it to the hospital and then the hospital, when the results were in, send the results back to the hub and it would come back into our EHR. That's how it was supposed to work.

Q. The I Order System is to unify all the computers talking to each other?

A. Yes, it was there to kind of integrate the two systems together.

Q. Did the hospital ultimately buy the system?

A. We had already bought it. It was a -- but we didn't know how widespread, and when I say Beta, we weren't sure, the hope was we could bring all physicians, even if they weren't employed by us, outside providers onto this system so they could get their stuff electronically, we could make sure the diagnoses were correct, even from their office. That was our hope. It was a lofty goal. And,

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yeah.

Q. Was it installed hospital-wide?

A. No.

Q. Was it a failed Beta test, basically?

A. Yes.

Q. How many of the physicians at the Primary Care Clinic were made part of the test?

A. So everybody was given the opportunity to use it; not everybody signed up and wanted to use it.

Q. Who did sign up for it?

A. Dr. Brimer used it. Dr. Alam used it. Dr. Gonzales used it. Those are the ones I know for sure, because I was not in the practice day after day after day. I would have to let Schinley answer for sure who all else used it, but everybody had the opportunity to use it.

Q. How was that -- did you talk to all these physicians about the opportunity or did somebody else do that?

A. Somebody else would have.

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Q. You were not involved in those conversations?

A. Not directly with the physicians, no.

Q. These are -- this is Exhibit 82.

(Whereupon, Plaintiff's Exhibit Number 82 was marked for identification and copy of same is attached hereto.)

Q. This is the Audit Report for -- is it an Audit Report for Dr. Alam?

A. Yes.

Q. What is the date of this report?

A. October of '22.

Q. Is this his first Audit Report?

A. It must have been.

Q. This is the only thing that's been produced to me. If you look on page 1409, he's got overbilled by one level, do you see that?

A. I do.

Q. And it happened twice?

A. Yes.

Q. That's out of 9 --

A. Out of ten, ninety percent.

Q. He failed the audit. Was he given any

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more comprehensive audits sometime in 2023 out of six hundred plus similar to Dr. Noffsinger?

A. I can't speak to that. I'm not sure. He did score eighty, though.

Q. But he didn't pass; right?

A. He didn't pass, but it wasn't a ten.

(Whereupon, Plaintiff's Exhibit Number 83 was marked for identification and copy of same is attached hereto.)

Q. I'm marking Exhibit 83 for Dr. Brimer. These audits occurred -- this audit occurred when?

A. October of 2022.

Q. And then how many overbills did Dr. Brimer have?

A. One.

Q. Does that mean he passed?

A. Yes, he scored a ninety.

(Whereupon, Plaintiff's Exhibit Number 84 was marked for identification and copy of same is attached hereto.)

Q. I'm showing you Plaintiff's Exhibit 84. Is this the Audit Report for Dr. Gonzales?

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A. It is.
Q. What date is this document?
A. October of '22.
Q. And he doesn't have any overbilling issues here?
A. He does not, no.
Q. Does that mean he passed even though it says records with findings ten?
A. Yeah, he has a little education we needed to do, but there was nothing that was -- that caused him to fail. So he had a hundred.
(Whereupon, Plaintiff's Exhibit Number 85 was marked for identification and copy of same is attached hereto.)
Q. I'm showing you Plaintiff's Exhibit 85. This is doctor -- what is this document?
A. This is -- this is Nicole Mangum. Her first name is Andrea. This was in October of '22. She scored a ninety.
Q. It also says she's underbilled by one level?
A. Remember when I said they don't come back to you for that? We would have done

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education, look, your document is so good. This is what -- there's a lot of education that's not --
Q. Underbilling by one level means the hospital missed out on --
A. Sure did.
Q. You might not have gotten the orange jacket.
A. Definitely not going to jail.
(Whereupon, Plaintiff's Exhibit Number 86 was marked for identification and copy of same is attached hereto.)
Q. I may have asked you this earlier. So forgive me if it's repetitive. I'm showing you Bates stamp 6 through 9 produced by defendants. Are you aware, this appears to be some sort of claim made under an insurance policy. Is this a malpractice claim against Dr. Noffsinger, or is this a claim related to this case to cover the defense of this case?
MR. LOCKWOOD: I honestly don't know.
A. It looks like it's a claim about this case because it says description and it says

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age discrimination.
Q. That was going to be my next question. 6, 7, 8 and 9 appear to all be coming at the same time, but do you know?
A. No, I don't.
MR. LOCKWOOD: I would imagine I looked at it and didn't see a lawyer's name anywhere on there. It's not privileged.
Q. I was trying to understand if there's a malpractice claim involving the hospital related to Dr. Noffsinger's care that you are aware of?
A. No, I'm not.
MR. ARNOLD: I did not make that an exhibit. I was trying to make sure I understood what this was about.
Q. I am showing you now what is marked as Plaintiff's Exhibit 86 which is Bates stamped 2770. Have you seen this document before?
A. Yes.
Q. What is this document?
A. Our vice president of marketing, Jennifer, shot me an email, said that -- stated

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that Noffsinger was no longer at Southview.
Q. Did you direct Ms. Malone to keep tabs on Dr. Noffsinger?
A. No, any time a physician that is in our community, that was definitely still in our service area, comes or leaves the community we like to know about it.
Q. Why?
A. Lots of reasons. I do a Physician Needs Assessment every three, four years. Part of that goes onto the Physician Needs Assessment we publish out on the website along with our Community Needs Assessment. They ask me lots of questions about it. I keep track of it. It's a huge document that I have to fill out. We just did ours this year. We need to know how many -- part of that is knowing how many physicians are still in the community taking care of our patients, how many we recruit for. We see -- we track volume of things that are coming in and out of the hospital. When anything drops off from any one provider, we're wondering, okay, did we do something wrong, we

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go out there, we have marketing liaisons. We know if a physician has retired or left, okay, that's the answer, we just move on with our life. So lots of reasons.

(Whereupon, Plaintiff's Exhibit Number 87 was marked for identification and copy of same is attached hereto.)

Q. This is a big one. This is Plaintiff's Exhibit 87. This is a group of text messages - between I believe you and Dr. Noffsinger that was produced by your lawyer before this deposition. Thank you for producing them before the deposition.

Will you just take a look to make sure this is a complete -- this is everything provided to your lawyer.

MR. LOCKWOOD: Some of these are actually out of order.

MR. ARNOLD: I was actually going to ask that on the record. Some of these are out of sequence.

A. (Witness reviewing documents.) Okay.

Q. The way I understand this, these text

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messages that are in this exhibit, your text is in the dark text bubbles with the white type; is that correct?

A. That's correct.

Q. And then Dr. Noffsinger's is in the -- it doesn't even show up, but probably white bubble with black text?

A. That's correct.

Q. To the best of your knowledge, is this all the text messages between both you and Dr. Noffsinger?

A. Yes, to the best of my knowledge.

Q. Have you provided me every text message about Dr. Noffsinger with any employee with the defendant?

A. Yes.

Q. There are no other text message I will receive besides what y'all have produced?

A. I don't think so. I mean, this is all I've got.

Q. You didn't text Ms. Schinley Land about anything that occurred during the course of Dr. Noffsinger's employment?

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A. I'm not sure I searched all my texts.

Q. Have you searched all your texts with Pam Brown?

A. I don't know.

Q. Have you searched all your text messages about Dr. Noffsinger that might exist with any employees?

A. That's all I've looked for.

Q. Did you text with other employees about Dr. Noffsinger during the course of his employment?

A. The only two that would have ever been would have been him, Schinley and Stacy.

Q. Stacy?

A. Stacy Graves.

Q. If you will look at text messages on 2793, can you look at that real quick for me?

A. Yes. Okay.

Q. You use a word in your text message that I don't understand. Let's start -- do you see where you texted, can you interpret PFTs?

A. Yes.

Q. What is a PFT?

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A. Pulmonary Function Test.

Q. Okay. And Dr. Noffsinger two balloons down responds: It's been a long time, but I would have to get the rust off?

A. Yes.

Q. And then I think now I understand. What does pulm mean?

A. Pulmonary.

Q. What drama was occurring in pulmonary at this time?

A. We only had one pulmonary physician at the time, but it was a different one. He was not employed with us and it was right in the heart of Covid and he decided he was no longer coming to the hospital and seeing patients.

Q. That's --

A. Yeah, I was looking for anybody who might have the knowledge to be able to interpret some of these tests until I got my other pulmonologist started.

Q. And then just to be clear on the record, and I don't -- again, I don't think anybody is being nefarious, some of these text messages

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are out of order and just -- does what I -- bad question.
Does defendant acknowledge some of these text messages are out of order?
A. Yes.
MR. LOCKWOOD: Yes, I believe these are -- one or two got misplaced in the file.
A. Correct.
Q. If it becomes necessary, can we get them in the right sequential order?
MR. LOCKWOOD: Absolutely. We'll stipulate.
MR. ARNOLD: I don't need it right now. I want to make sure, and I don't think we would, any issues with that if I need to charge a jury should we need to.
MR. LOCKWOOD: Absolutely.
Q. I'm actually showing you what was previously marked by your counsel as Defendant's Exhibit 43. Do you recognize this email chain?
A. I do.
Q. Do doctors -- what is this chain

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generally about? Help me out.
A. It looks like he needed to have PTO put in.
Q. PTO?
A. Part time off in. He was off twelve hours, or he was out of the office for twelve hours because it appears that maybe he has Covid and somebody just missed putting in those hours.
Q. There's no insinuation that he's skipping out on work or trying to claim time he didn't work?
A. No, they're asking me did you put in his time. I think somebody used the wrong code. They wondered did Lisa do it because I would be out to put in the wrong code.
Q. Do physicians at the Primary Care Clinic punch a time clock just like --
A. No, but they're salary and they do get paid time off and so if they're out because they're sick or if they are on vacation somebody has to go in there and adjust that eighty hour pay period to reflect time they're

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off. Somebody did and they used the wrong code and it showed it as no pay.
(Whereupon, Plaintiff's Exhibit Number 88 was marked for identification and copy of same is attached hereto.)
Q. I'm showing you what has been marked as Plaintiff's Exhibit 88. It appears to be an email with an attachment you sent to yourself; is that correct?
A. It will look like a screenshot.
Q. The attachment would be the screenshot?
A. Yeah, it does look like I sent it to myself.
Q. Is that a personal email address or a work address or do you know?
A. I don't know. I don't know if I took it from my phone, like I saw it on Facebook and I emailed it to myself that way.
Q. Flipping the page, do you know who Daphne Terry is?
A. I don't.
Q. You just saw this --
A. I saw it on the Cullman Unrated Page and

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just saw he's starting somewhere.
Q. What is the Cullman Unrated Page?
A. I'm sure it's just one of those who has got tons of just random gossip on it. I really don't know if it's still up. It's called Cullman Unfiltered now. It's what is happening in Cullman.
Q. You live in the area?
A. I do now. I didn't at the time.
Q. How far away is Crane Hill?
A. It's on the lake, thirty minutes. At the time I was about an hour and fifteen minutes away, though.
Q. A long commute is very normal for you?
A. Very normal for me.
(Whereupon, Plaintiff's Exhibit Number 89 was marked for identification and copy of same is attached hereto.)
Q. I'm showing you what was previously marked as Defendant's Exhibit 46. Is this the letter you were referring to that was sent out to all the patients?
A. Yes.

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Q. Did you approve the text of this or is this just a standard letter that's for every physician when they leave?
A. It's pretty standard. I did approve it, but it is pretty standard. Our marketing department actually developed it.
Q. Who is Dean Stovall? That's a name I've seen.
A. Before Chasity started, Dean was the director. He wasn't the director. He was just the manager. He was over the billing office.
Q. He's left Cullman and Chasity has took his place?
A. He took a position that was higher than what we had here. He didn't get fired. He left for a better opportunity. I think he's at UAB. He's not employed here.
Q. I'm showing you what has been marked as Plaintiff's Exhibit 89. Have you seen this document before?
A. I have, yes.
Q. This is a document that was created in response to this lawsuit?

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A. Yes, it is.
Q. Is there some version of this document that existed at any time in 2021, 2022?
A. I think they pulled it out of their ticket system is what they did.
Q. Right, but I'm asking was there some sort of report created like this that might have been raised in the termination meeting you examined --
A. No.
Q. --or otherwise were made aware of it --
A. No.
Q. --like that?
A. No.
Q. So to the extent you're talking about his complaints with IT, it's all anectodotal, it's not because of a report you've seen?
MR. LOCKWOOD: Object to the form.
A. No. It's by my experience and IT, but, yes.
Q. There's no document that told you this is happening?
A. No, there's no document.

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Q. Okay.
A. We had to ask for this to be created.
Q. It's not something --
A. We don't normally run this.
Q. At any time during your supervision of Dr. Noffsinger did you ever specifically review the Defendant's Code of Conduct Policy to apply the situation --
A. No, I did not.
MR. ARNOLD: Give me a minute.
(Whereupon, a break was taken.)
Q. We are back on the record. Is there any part of your testimony that you wish to change, alter?
A. No.
Q. One last topic we have not discussed, there was some discussion about there was a marketing push for some of these physicians that, I think, happened in the early part of 2022. Do you recall anything about a marketing push at that time?
A. I know that we were trying to -- we, from time to time, pushed different service

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lines. At a time we were pushing our Primary Care Service Line.
Q. When you were pushing the Primary Care Service Line, were you involved in that push or was just something you were made aware of?
A. Mainly made aware of. Marketing did the pushes and they create the plans and so -- I am aware of what they're doing.
Q. Did you have any discussions about who would appear on any sort of live events, you know, to get that marketing push out?
A. No, usually Jennifer does that. We try not to disrupt patient care. So if somebody is super busy, then we try not to make them cancel half a day clinic to do something. If we can use somebody who has a spot in their clinic that day or whatever, but usually marketing kind of drives it.
Q. You're not involved with decisions such as we should put this doctor on TV but maybe we shouldn't put this doctor on TV?
A. No.
Q. You don't -- that's just not part of

your responsibility or is that just something you stay out of all together by choice?

A. I mean, marketing does a better job. They prefer to be able to make that decision. They will ask our opinion if we -- if they're torn one way or another and they are, like, help us, but for the most part they -- they drive everything that has to do with marketing and we run everything. Nobody is allowed to do anything without them making the push.

Q. Did you issue any opinions at anytime to anybody about Dr. Noffsinger's participation in this February 2022 marketing push?

A. No.

MR. ARNOLD: I tender the witness.

MR. LOCKWOOD: No questions.

(Deposition concluded at 2:23 p.m.)

C E R T I F I C A T E.

STATE OF ALABAMA:
JEFFERSON COUNTY:

I hereby certify that the above and foregoing deposition was taken down by me in stenotype, and the questions and answers thereto were reduced to typewriting under my supervision, and that the foregoing represents a true and correct transcript of the deposition given by said witness upon said hearing.

I further certify that I am neither of counsel nor kin to the parties to the action, nor am I in anywise interested in the result of said cause.

/s/Allison L. Miller
ALLISON MILLER, CCR
CCR #57, Expires 9/30/2026
Commissioner for the
State of Alabama at Large
My Commission Expires: 9/26/2029

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6 9:6 48:11,15 191:18 192:18 194:12 230:15 231:3
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6.39 184:5
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60 4:17 166:22 167:2
60-Email 6:20
61 167:15,18
61-Email 6:21
62 170:11,15
62-Email 6:22
63 170:12,15,22 174:20 176:8
63-Compliance 6:23
64 4:18 175:12 175:15
64-Email 7:1
65 4:19 176:22 177:2,5
65-Email 7:2
66 183:9,12
66-Email 7:3
67 4:20 185:14 185:17
67-Email 7:4
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68 4:21 187:18 187:21
68-Email 7:5
69 190:20,22
69-Email 7:6

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7 51:14,18 231:3
7- 4:13
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70 4:22 191:8,10
70-Email 7:7
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71-Email 7:8
72 205:2
72-Emails 7:9
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729 170:14
73 5:1 212:3,5
73-Email 7:10
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734 170:14
74 5:2 212:10,13
74-Email 7:11
75 5:3 214:18,21
75-Email 7:12
76 216:8,11
76-Email 7:13
77 218:2,5
77-Email 7:14
78 218:18,21
78-Position 7:15
79 219:19,22
79-Email 7:16

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8 52:19,23 231:3
8- 4:14
80 220:6,8 221:10,11
80-Email 7:17
81 221:14,17
81-EEOC 7:18
82 227:4,6
82-Compliance 7:19
83 228:8,10
83-Compliance 7:20
84 228:20,22
84-Compliance 7:21
85 229:13,15
85-Compliance 7:22
86 230:11 231:18
86-Email 7:23
87 233:6,9
87-Text 8:1
870 11:3
88 5:4 239:4,7
88-Email 8:2
89 240:17 241:19
89-List 8:3

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9 53:10,14 131:6 220:3 227:21 230:15 231:3
9- 4:15
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9/30/2026 246:19
9:30 2:3
98 5:5

FILED
2026 Mar-05 AM 10:00
U.S. DISTRICT COURT
N.D. OF ALABAMA

Evid to Motion for Summary Judgment - Exhibit 38 - PART One

Robert Lockwood

From: Courtney, Lisa
Sent: Thursday, February 3, 2022 1:34 PM
To: Blackwood, Stacy; Graves, Stacy; Partlow, Larissa
Cc: Land, Schinley
Subject: Re: Dr. Noffsinger Pay

I didn't do anything with Noffsinger's time.

Get Outlook for iOS

From: Blackwood, Stacy <Stacy.Blackwood@cullmanregional.com>
Sent: Thursday, February 3, 2022 12:58:33 PM
To: Graves, Stacy <Stacy.Graves@cullmanregional.com>; Partlow, Larissa <Larissa.Partlow@cullmanregional.com>
Cc: Land, Schinley <Schinley.Land@cullmanregional.com>; Courtney, Lisa <Lisa.Courtney@cullmanregional.com>
Subject: RE: Dr. Noffsinger Pay

I am not sure who did his time. Maybe Lisa? I will see if Larissa can get in his timecard and see what happened. I will add Lisa and see if she remembers anything on him specifically?
Larissa,
Can you look at this for him?

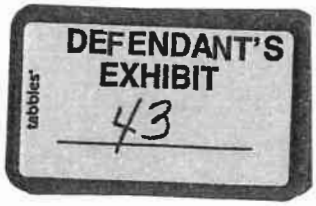
Hansel Noffsinger	**PCN MD**	**1/24/2022**	**1/30/2022**	**COVID positive**

Stacy

From: Graves, Stacy <Stacy.Graves@cullmanregional.com>
Sent: Thursday, February 3, 2022 12:54 PM
To: Blackwood, Stacy <Stacy.Blackwood@cullmanregional.com>
Cc: Land, Schinley <Schinley.Land@cullmanregional.com>
Subject: Dr. Noffsinger Pay

Stacy,
Dr. Noffsinger just now printed his pay stub out and he was short 12 hours. He is showing a total of 68.00 hours, he should have 80.00. Can you help with this?

Thanks
Stacy



CULLMAN REGIONAL | Medical Group

PO Box 1108
Cullman, AL 35056-1108
CullmanRegional.com

June 15, 2022

Dear Patient:

This letter is to inform you that Dr. Hans Noffsinger is no longer with Cullman Regional Medical Group.

It is important that you continue your medical care with a qualified provider. You are invited to become a patient of one of the Medical Group's other primary care physicians. A list of all our primary care physicians is enclosed.

If you have a scheduled appointment with Dr. Noffsinger, our team will call you to transfer your appointment to another Medical Group provider.

If you decide to continue your care with a provider not affiliated with Cullman Regional Medical Group, you will need to call Cullman Regional Medical records at 256-737-2502 to request a copy of your records.

We value our patients and realize this change may cause you to have questions. Please don't hesitate to call the staff at Medical Group North at 256-735-5075 if we can assist you.

Sincerely,

Cullman Regional Medical Group





IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION

HANSEL NOFFSINGER,

PLAINTIFF,

V.

Civ. Act. No.: 5:24-cv-900-LCB

CULLMAN REGIONAL MEDICAL CENTER, INC.,

DEFENDANT.

NOTICE OF TAKING OF DEPOSITION

To: Robert Lockwood

PLEASE TAKE NOTICE that on Monday, October 13, 2025, to commence at 9:30 a.m., at Cullman Regional Medical Center, 1912 Alabama Highway 157, AL 35058,[1] Plaintiff will take the deposition of **Lisa Courtney** upon oral examination by stenographic and/or video means before a notary public, or before some other officer authorized by law to administer oaths.

Allen D. Arnold
Counsel for Plaintiff

[1] Professional Office Building 1, Room 225

OF COUNSEL:
Allen D. Arnold, LLC
6 Office Park Circle, Ste. 205
Birmingham, AL 35205
Office – 205.252.1550
Facsimile – 205.469.7163
ada@allenarnoldlaw.com

CERTIFICATE OF SERVICE

I do hereby certify that I have emailed a copy of the above and foregoing to counsel for the Defendant on September 11, 2025, upon:

Robert Lockwood
Lockwood & Associates
527 Fountain Row Southwest
Huntsville, AL 35801
Office – (256) 400-4522
Counsel for the Defendant
robert@lockwoodlawyers.com



Of Counsel



IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ALABAMA
NORTHEASTERN DIVISION

HANSEL NOFFSINGER,	)	
	)	
PLAINTIFF,	)	
	)	
VS.	)	
	)	**Case No. 5:24-cv-00900-LSC**
CULLMAN REGIONAL MEDICAL CENTER, INC.,	)	
	)	
DEFENDANT.	)	

DEFENDANT'S OBJECTIONS AND ANSWERS TO INTERROGATORIES

COME NOW Defendant, Cullman Regional Medical Center, Inc., provides the following objections and answers to interrogatories:

GENERAL OBJECTIONS

Defendant objects to each and every request to the extent that the same is subject to any of the following objections:

(a) To the extent that any discovery request seeks information subject to the attorney-client privilege, the work product privilege, or any privilege recognized under federal law and/or the laws of the State of Alabama.

(b) To the extent that any discovery request seeks information not relevant or material to any issue in the case, nor would the discovery request reasonably lead to the discovery of any evidence relevant or material to any issue in the case.

(c) To the extent that any discovery request seeks information prepared in anticipation of litigation or for trial by defendant or its representatives, and to the

extent such discovery request seeks to obtain information which is the work product of defendant's counsel, without proper showing under Rule 26, *Federal Rules of Civil Procedure*.

(d) To the extent that any discovery request is overly broad, unduly burdensome, or so vague and non-specific as to prevent a meaningful or accurate response.

(e) To the extent that any discovery request seeks material which is outside the scope of discovery or protected from discovery under the law.

(f) To the extent that discovery is ongoing and incomplete, Defendant reserve the right to supplement and/or amend the responses herein.

Without waiving any ground of objection heretofore stated, Defendant will attempt to answer and respond to those discovery items not subject to any of the above grounds of objection and any further objections which may be contained in specific responses to particular discovery items.

ANSWERS TO INTERROGATORIES

1. If you failed to fully admit any Request for Admission set forth above, explain in detail each and every reason for your failure to admit, identifying all facts and each individual with knowledge of such facts, along with reference to any document(s) supporting such claim.

ANSWER: Defendant objects to this interrogatory on the grounds that it seeks information protected by the attorney-client privilege and/or the work product doctrine. Without waiver of any objection, Defendant says it denied Request Number 1, because that's not what its position statement said.

Defendant denied Request Number 2 because it used a double-negative that was subject to multiple meanings and because Dr. Noffsinger was not terminated as a means of discipline. Defendant denied Request Number 3 because it does not know what actions Dr. Noffsinger may or may not have taken. Additionally, even though he received a reprimand on March 18, 2021, Dr. Noffsinger continued to act inappropriately. Defendant denied Request Number 4 because it does not know what actions Dr. Noffsinger may or may not have taken.

2. Identify all patients seen by Plaintiff while employed by Defendant from on or about April 2020 through June 15, 2022.

ANSWER: Defendant objects to this request on the grounds that it is not relevant to any party's claim or defense and proportional to the needs of the case, considering the importance of the issues at stake in the action, the amount in controversy, the parties' relative access to relevant information, the parties' resources, the importance of the discovery in resolving the issues, and whether the burden or expense of the proposed discovery outweighs its likely benefit. Defendant further objects on the ground that the term "seen" is not defined. The identity of every patient who may have been "seen" by Plaintiff has no relevance to this action.

3. Identify all patients that were previously treated by Plaintiff as identified in Interrogatory No. 2 above that were later seen by Defendant's

physicians and/or provider from June 15, 2022 to the present, including those seen by Shadeem Alam, Cameron Brimer, Caroline Studdard, Carlos Villar, John Morgan, Richard Gonzales and Nicole Mangum.

ANSWER: Defendant objects to this request on the grounds that it is not relevant to any party's claim or defense and proportional to the needs of the case, considering the importance of the issues at stake in the action, the amount in controversy, the parties' relative access to relevant information, the parties' resources, the importance of the discovery in resolving the issues, and whether the burden or expense of the proposed discovery outweighs its likely benefit. Plaintiff claims that his employment ended because of age discrimination. The identity of patients treated after Plaintiff's employment ended has no relevance to that claim.

4. Identify all persons that attended the meeting with Plaintiff that occurred on June 15, 2022, wherein Defendant terminated Plaintiff's employment.

ANSWER: Colin Luke, Lisa Courtney, Barbara Estes and Hansel Noffsinger.

5. Identify all information, documents, evaluations, metrics, reports, analysis, or any other materials supporting Defendant's position that Plaintiff "did not generate sufficient revenues for the [Defendant] to justify his compensation level under his current employment agreement."

ANSWER: Under his employment contract, Dr. Noffsinger received a monthly bonus based upon the number of RVUs he generated. Under that

bonus structure, he received significant monthly bonuses in 2022 ranging from $11,550.50 to $25,744.00. This resulted in compensation to Dr. Noffsinger that was significantly higher than his peers. The issues with Dr. Noffsinger's monthly bonuses were compounded by difficulties in coding, billing and documentation which impacted the Hospital's ability to obtain reimbursement. Additionally, Dr. Noffsinger's employment was generally disruptive because of his demanding nature and complaints from patients, employees and at least one vendor. The Hospital determined that the revenues generated by Dr. Noffsinger were not sufficiently profitable when weighed against the disruptions associated with his employment, particularly during a time in which the Hospital was considering several cost savings measures. So, the Hospital decided that Dr. Noffsinger's bonus calculation needed to be revised and reduced. But, the Hospital also did not believe it would be productive to negotiate a new agreement with him. Therefore, the Hospital decided to terminate his employment. There are no "metrics" related to termination of Dr. Noffsinger's employment. Even so, the documents produced by the Hospital reflect the issues that led to the termination decision.

6. For all information identified by Defendant in Interrogatory No. 3, provide the same information for Shadeem Alam, Cameron Brimer, Caroline Studdard, Carlos Villar, John Morgan, Richard Gonzales and Nicole Mangum that

was in effect from April 2020 through June 15, 2022 that demonstrate these persons generated sufficient revenues for Defendant to justify his or her compensation level pursuant to his or her current employment agreement.

ANSWER: The "same information" is not available for the requested individuals because they did not experience the same degree of issues in coding, billing and documentation which Dr. Noffsinger demonstrated. The requested individuals also did not exhibit the demanding nature and were not the subject of the same types of complaints as Dr. Noffsinger. The requested individuals were not highly compensated when compared to their peers.

7. Describe fully the Defendant's policies, formulas, analyses or other methods regarding the generation of "sufficient revenues" for the Plaintiff, Shadeem Alam, Cameron Brimer, Caroline Studdard, Carlos Villar, John Morgan, Richard Gonzales and Nicole Mangum that were in effect from April 2020 through June 15, 2022; and the policies, formulas, analyses or other methods used to terminate the Plaintiff.

ANSWER: Defendant objects to this interrogatory on the ground that it is vague and does not define the terms "policies, formulas, analyses or other methods." Defendant further objects on the ground that it assumes facts not in evidence. Defendants state that none of its other primary care doctors had the same amount of difficulties with proper documentation, timely

documentation, coding or auditing that Dr. Noffsinger experienced. The requested individuals also did not exhibit the demanding nature and were not the subject of the same types of complaints as Dr. Noffsinger. The requested individuals were not highly compensated when compared to their peers.

8. Identify each and every employee of Defendant that was subject to the policies, formulas, analyses or other methods of generation of "sufficient revenues."

ANSWER: Defendant objects to this interrogatory on the ground that it is vague and does not define the terms "policies, formulas, analyses or other methods." Defendant further objects on the ground that it assumes that anybody was subject to "policies, formulas, analyses or other methods of generation of 'sufficient revenues.'" Defendant states that none of its other primary care doctors had the same amount of difficulties with proper documentation, timely documentation, coding or auditing that Dr. Noffsinger experienced. Other primary care doctors did not exhibit the demanding nature and were not the subject of the same types of complaints as Dr. Noffsinger. Other primary care doctors were not highly compensated when compared to their peers.

9. Identify each and every employee of Defendant that evaluated, reviewed or otherwise participated in the application of the policies, formulas, analyses or other methods of generation of "sufficient revenues."

ANSWER: Defendant objects to this interrogatory on the ground that it is overbroad, vague and does not define the terms "policies, formulas, analyses or other methods." Defendant further objects on the ground that it assumes Defendant further objects on the ground that it assumes that anybody was subject to "policies, formulas, analyses or other methods of generation of 'sufficient revenues.'" The Hospital states that employees who reviewed the reviewed information and participated in the decision to terminate employment of Dr. Noffsinger included Lisa Courtney and Schinley Land.

10. For each individual who supervised Plaintiff and/or had any control of Plaintiff's job assignments, work schedule, pay increases, and/or each individual involved in the supervision of Plaintiff, state for each individual, his/her name, the date of hire and date employment ended with Defendant (if applicable); previous or post complaints of discrimination based on violations of the ADEA by any employee of Defendant, and any other company worked for, along with training in the ADEA.

ANSWER: Defendant objects to this interrogatory on the grounds that it is vague, overbroad and assume facts not in evidence. Without waiver of any objection, the Hospital states that the practice manager for Dr. Noffsinger's practice was Stacy Graves. Lisa Courtney was responsible for negotiating and setting Dr. Noffsinger's compensation. Neither of the foregoing has been

accused of age discrimination. The hospital provides annual training to all employees on issues related to employment, including discrimination.

11. For Plaintiff, state his date of hire and date employment ended with Defendant; job duties and each job title held with applicable dates; rate of pay for each job held; date, reason and nature of all disciplinary action(s), if any, taken against Plaintiff; rates of pay while employed; together with dates of all changes; name, age, and job title of all persons making the decision as to any disciplinary action taken against Plaintiff.

ANSWER: Defendant objects to this request on the ground that it is overly broad and unduly burdensome. Without waiver of any objection, Defendant refers to Dr. Noffsinger's personnel file, which is being produced.

12. Please identify each and every fact in support of Defendant's Sixth and Fourteenth affirmative defense(s) which the Defendant pleaded in this case together with identification of any and all documents which support each and every defense.

ANSWER: Defendant objects to the extent that this request seeks information protected by the attorney-client privilege and the work-product doctrine. Without waiver of any objection, Defendant refers plaintiff to documents being produced.

13. Identify any documents, facts, people or potential witnesses as defined herein that may be utilized for impeachment purposes.

ANSWER: Defendant objects because the terms "fact, people or potential witnesses as defined herein" are not defined in the interrogatories. Defendant further objects on the ground that decision on impeachment is legal strategy protected by the work product doctrine. Without waiver of any objection defendant states that no determination has been made on any strategy related to impeachment.

14. State whether you have taken any oral or written statements or had any employees fill out either verbally or in writing questionnaires relating to Plaintiff's allegations. If so, state the name, address and home telephone number of each employee.

ANSWER: Defendant objects to this interrogatory on the ground that the terms "statements," "questionnaires" and "allegations" are not defined. Without waiving any objection, Defendant states that it has not taken any statements or questionnaires addressing Plaintiff's claim of age discrimination.

15. Please identify all similar positions that Defendant contends Plaintiff should have applied for as part of Defendant's failure to mitigate affirmative defenses, including all positions with comparable contract provisions as found on

NOFFSINGER Pl. Docs. 000004 (Section 7.(a)) . Please include the title of the position, the employer, the rate of pay, when the position was open, and how it was advertised.

ANSWER: Defendants object to this request on the ground that the term "similar positions" is not defined. Without waiver of any objection, Defendant refers plaintiff to documents which are being produced.

I verify that the foregoing answers to interrogatories are true and correct to the best of my knowledge.

This the 13th day of March, 2025.

Lisa Courtney
Chief Operating Officer

Before me, a Notary Public in and for the State of Alabama, Cullman County, appeared Lisa Courtney, who is known to me as the Vice-President of Physician Relations for Cullman Regional Medical Center, who swore that the foregoing answers to interrogatories were true and correct to the best of her knowledge.

This the 13th day of March, 2025

Charlotte Hicks
Notary Public

CHARLOTTE HICKS MY COMMISSION EXPIRES MAY 19, 2027 NOTARY PUBLIC STATE OF ALABAMA

May 19, 2027
My Commission Expires

Respectfully submitted this the 14th day of March, 2025.

By: /s/ Robert C. Lockwood
Robert C. Lockwood
Lockwood & Associates, Inc.
Attorneys for Defendant
527 Fountain Row SW
Huntsville, AL 35801
(256) 400-4522
Robert@lockwoodlawyers.com

CERTIFICATE OF SERVICE

I hereby certify that I have serviced the foregoing upon the following parties by e-mail and by placing same in the First Class U.S. Mail, properly address and postage prepaid on this the 14th day of March, 2025.

Allen D. Arnold
Whitney Morgan Brown
6 Office Park Circle, Suite 209
Birmingham, AL 35223

/s/ Robert C. Lockwood
Robert C. Lockwood

CULLMAN REGIONAL | Medical Group

PRIMARY CARE



Shahdeen Alam, DO
Internal Medicine
Medical Group North



Cameron Brimer, MD
Internal Medicine
Medical Group North



Richard Gonzales, MD
Family Practice
Medical Group North



Nicole Mangum, CRNP
Family Practice
Medical Group North



Hans Noffsinger, MD
Internal Medicine
Medical Group North



Caroline Studdard, MD
Internal Medicine
Medical Group North



Ashley Taylor, CRNP
Family Practice
Medical Group Downtown



Carlos Villar, MD*
Family Practice
Medical Group Downtown

PENGAD 800-631-6989
PLAINTIFF'S EXHIBIT 3

TWO LOCATIONS TO SERVE YOU

Medical Group North

1948 AL Hwy 157
Professional Office Bldg 1, Ste. 450
Cullman, AL 35058

Medical Group Downtown

1705 Main Avenue SW, Suite B
Cullman, AL 35055

*Se habla español

256-297-8952 | CullmanRegionalMedicalGroup.com

Employment Eligibility Verification

Department of Homeland Security
U.S. Citizenship and Immigration Services

USCIS Form I-9
OMB No. 1615-0047
Expires 10/31/2022

▶**START HERE:** Read instructions carefully before completing this form. The instructions must be available, either in paper or electronically, during completion of this form. Employers are liable for errors in the completion of this form.

ANTI-DISCRIMINATION NOTICE: It is illegal to discriminate against work-authorized individuals. Employers **CANNOT** specify which document(s) an employee may present to establish employment authorization and identity. The refusal to hire or continue to employ an individual because the documentation presented has a future expiration date may also constitute illegal discrimination.

Section 1. Employee Information and Attestation *(Employees must complete and sign Section 1 of Form I-9 no later than the first day of employment, but not before accepting a job offer.)*

Last Name *(Family Name)*	First Name *(Given Name)*	Middle Initial	Other Last Names Used *(if any)*
Alam	Shahdeen	S	

Address *(Street Number and Name)*	Apt. Number	City or Town	State	ZIP Code
[redacted]		[redacted]	AL	[redacted]

Date of Birth *(mm/dd/yyyy)*	U.S. Social Security Number	Employee's E-mail Address	Employee's Telephone Number
12/02/1987	[redacted]	[redacted]	[redacted]

I am aware that federal law provides for imprisonment and/or fines for false statements or use of false documents in connection with the completion of this form.

I attest, under penalty of perjury, that I am (check one of the following boxes):

- [x] 1. A citizen of the United States
- [ ] 2. A noncitizen national of the United States *(See instructions)*
- [ ] 3. A lawful permanent resident (Alien Registration Number/USCIS Number): _____
- [ ] 4. An alien authorized to work until (expiration date, if applicable, mm/dd/yyyy): _____
  Some aliens may write "N/A" in the expiration date field. *(See instructions)*

Aliens authorized to work must provide only one of the following document numbers to complete Form I-9: An Alien Registration Number/USCIS Number OR Form I-94 Admission Number OR Foreign Passport Number.

1. Alien Registration Number/USCIS Number: _____
   OR
2. Form I-94 Admission Number: _____
   OR
3. Foreign Passport Number: _____
   Country of Issuance: _____

QR Code - Section 1
Do Not Write In This Space

Signature of Employee	Today's Date *(mm/dd/yyyy)*
[signature]	03/22/2021

Preparer and/or Translator Certification (check one):

- [ ] I did not use a preparer or translator.
- [ ] A preparer(s) and/or translator(s) assisted the employee in completing Section 1.

(Fields below must be completed and signed when preparers and/or translators assist an employee in completing Section 1.)

I attest, under penalty of perjury, that I have assisted in the completion of Section 1 of this form and that to the best of my knowledge the information is true and correct.

Signature of Preparer or Translator	Today's Date *(mm/dd/yyyy)*

Last Name *(Family Name)*	First Name *(Given Name)*

Address *(Street Number and Name)*	City or Town	State	ZIP Code

STOP *Employer Completes Next Page* STOP

PLAINTIFF'S EXHIBIT 24
PENGAD 800-631-6989

Employment Eligibility Verification

Department of Homeland Security
U.S. Citizenship and Immigration Services

USCIS
Form I-9
OMB No. 1615-0047
Expires 10/31/2022

▶**START HERE:** Read instructions carefully before completing this form. The instructions must be available, either in paper or electronically, during completion of this form. Employers are liable for errors in the completion of this form.

ANTI-DISCRIMINATION NOTICE: It is illegal to discriminate against work-authorized individuals. Employers **CANNOT** specify which document(s) an employee may present to establish employment authorization and identity. The refusal to hire or continue to employ an individual because the documentation presented has a future expiration date may also constitute illegal discrimination.

Section 1. Employee Information and Attestation *(Employees must complete and sign Section 1 of Form I-9 no later than the first day of employment, but not before accepting a job offer.)*

Last Name *(Family Name)*	First Name *(Given Name)*	Middle Initial	Other Last Names Used *(if any)*
Brewer	Thomas	C	

Address *(Street Number and Name)*	Apt. Number	City or Town	State	ZIP Code
[redacted]		[redacted]	AL	[redacted]

Date of Birth *(mm/dd/yyyy)*	U.S. Social Security Number	Employee's E-mail Address	Employee's Telephone Number
12/19/1990	[redacted]		

I am aware that federal law provides for imprisonment and/or fines for false statements or use of false documents in connection with the completion of this form.

I attest, under penalty of perjury, that I am (check one of the following boxes):

- [x] 1. A citizen of the United States
- [ ] 2. A noncitizen national of the United States *(See instructions)*
- [ ] 3. A lawful permanent resident (Alien Registration Number/USCIS Number): _____
- [ ] 4. An alien authorized to work until (expiration date, if applicable, mm/dd/yyyy): _____
  Some aliens may write "N/A" in the expiration date field. *(See instructions)*

Aliens authorized to work must provide only one of the following document numbers to complete Form I-9: An Alien Registration Number/USCIS Number OR Form I-94 Admission Number OR Foreign Passport Number.

1. Alien Registration Number/USCIS Number: _____
   OR
2. Form I-94 Admission Number: _____
   OR
3. Foreign Passport Number: _____
   Country of Issuance: _____

QR Code - Section 1
Do Not Write In This Space

Signature of Employee	Today's Date *(mm/dd/yyyy)*
[signature]	6/19/21

Preparer and/or Translator Certification (check one)

- [ ] I did not use a preparer or translator.
- [ ] A preparer(s) and/or translator(s) assisted the employee in completing Section 1.

(Fields below must be completed and signed when preparers and/or translators assist an employee in completing Section 1.)

I attest, under penalty of perjury, that I have assisted in the completion of Section 1 of this form and that to the best of my knowledge the information is true and correct.

Signature of Preparer or Translator	Today's Date *(mm/dd/yyyy)*

Last Name *(Family Name)*	First Name *(Given Name)*

Address *(Street Number and Name)*	City or Town	State	ZIP Code

STOP *Employer Completes Next Page* STOP

Employment Eligibility Verification

Department of Homeland Security
U.S. Citizenship and Immigration Services

USCIS
Form I-9
OMB No. 1615-0047
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Section 1. Employee Information and Attestation (Employees must complete and sign Section 1 of Form I-9 no later than the first day of employment, but not before accepting a job offer.)

Last Name (Family Name)	First Name (Given Name)	Middle Initial	Other Last Names Used (if any)
GONZALVES	RICHARD	D	

Address (Street Number and Name)	Apt. Number	City or Town	State	ZIP Code
[redacted]			AL	[redacted]

Date of Birth (mm/dd/yyyy)	U.S. Social Security Number	Employee's Email Address	Employee's Telephone Number
11/09/1964			[redacted]

I am aware that federal law provides for imprisonment and/or fines for false statements or use of false documents in connection with the completion of this form.

I attest, under penalty of perjury, that I am (check one of the following boxes):

- ☑ 1. A citizen of the United States
- ☐ 2. A noncitizen national of the United States (See instructions)
- ☐ 3. A lawful permanent resident (Alien Registration Number/USCIS Number): _____
- ☐ 4. An alien authorized to work until (expiration date, if applicable, mm/dd/yyyy): _____
  Some aliens may write "N/A" in the expiration date field. (See instructions)

Aliens authorized to work must provide only one of the following document numbers to complete Form I-9: An Alien Registration Number/USCIS Number OR Form I-94 Admission Number OR Foreign Passport Number.

1. Alien Registration Number/USCIS Number: _____
   OR
2. Form I-94 Admission Number: _____
   OR
3. Foreign Passport Number: _____
   Country of Issuance: _____

QR Code - Section 1
Do Not Write In This Space

Signature of Employee	Today's Date (mm/dd/yyyy)
[signature]	5/21/2021

Preparer and/or Translator Certification (check one):

☐ I did not use a preparer or translator. ☐ A preparer(s) and/or translator(s) assisted the employee in completing Section 1. (Fields below must be completed and signed when preparers and/or translators assist an employee in completing Section 1.)

I attest, under penalty of perjury, that I have assisted in the completion of Section 1 of this form and that to the best of my knowledge the information is true and correct.

Signature of Preparer or Translator	Today's Date (mm/dd/yyyy)

Last Name (Family Name)	First Name (Given Name)

Address (Street Number and Name)	City or Town	State	ZIP Code

STOP ▶Employee Completes Next Page◀ STOP

CULLMAN
REGIONAL

Tuberculosis Risk Assessment

Name: (Please Print) Andrea N. Mangum	Date of Birth: 11-17-1978
Department: Family Care North Employee Number: [redacted]	Phone Number: [redacted]
Do you have a history of positive TB testing (TB skin test, TSPOT, or QFT)?	Yes (No)

Health Care providers should be considered at risk for TB if any of the following statements are marked "Yes" and must be evaluated by Employee Health.

	YES	NO
Have you had temporary or permanent residence of 1 month or longer in a country with a high TB rate, since your last TB testing? (Any country other than the United States, Canada, Australia, New Zealand and those in Northern Europe or Western Europe)		✓
Are you on current or planned immunosuppression? (Including HIV infection, organ transplant recipient, treatment with a TNF-alpha antagonist ie: Infliximab, etanercept, etc.)		✓
Have you had close contact with someone who has had infectious TB disease since the last TB test/risk assessment? (Shared living quarters, had intimate relations, etc.)		✓

Abbreviations: HIV (Human Immunodeficiency Virus), TNF (Tumor Necrosis Factor)

****** VERIFICATION******

I have read and completed the above information. I have answered the questions correctly and understand the importance of notification if these answers change before my next risk assessment.

Amangumcrp
Signature

2-2-22
Date

Employee Health Review: _____

Created 8/27/2019 SNB

Individual TB Risk Assessment Questionnaire
Page 1 of 1

Employment Eligibility Verification

Department of Homeland Security
U.S. Citizenship and Immigration Services

USCIS
Form I-9
OMB No. 1615-0047
Expires 10/31/2022

►START HERE: Read instructions carefully before completing this form. The instructions must be available, either in paper or electronically, during completion of this form. Employers are liable for errors in the completion of this form.

ANTI-DISCRIMINATION NOTICE: It is illegal to discriminate against work-authorized individuals. Employers CANNOT specify which document(s) an employee may present to establish employment authorization and identity. The refusal to hire or continue to employ an individual because the documentation presented has a future expiration date may also constitute illegal discrimination.

Section 1. Employee Information and Attestation *(Employees must complete and sign Section 1 of Form I-9 no later than the first day of employment, but not before accepting a job offer.)*

Last Name *(Family Name)*	First Name *(Given Name)*	Middle Initial	Other Last Names Used *(if any)*
MORGAN	JOHN	R	

Address *(Street Number and Name)*	Apt. Number	City or Town	State	ZIP Code
[redacted]		[redacted]	AL	[redacted]

Date of Birth *(mm/dd/yyyy)*	U.S. Social Security Number	Employee's E-mail Address	Employee's Telephone Number
11/04/1964	[redacted]		

I am aware that federal law provides for imprisonment and/or fines for false statements or use of false documents in connection with the completion of this form.

I attest, under penalty of perjury, that I am (check one of the following boxes):

- [X] 1. A citizen of the United States
- [ ] 2. A noncitizen national of the United States *(See instructions)*
- [ ] 3. A lawful permanent resident (Alien Registration Number/USCIS Number):
- [ ] 4. An alien authorized to work until (expiration date, if applicable, mm/dd/yyyy):
  Some aliens may write "N/A" in the expiration date field. *(See instructions)*

Aliens authorized to work must provide only one of the following document numbers to complete Form I-9: An Alien Registration Number/USCIS Number OR Form I-94 Admission Number OR Foreign Passport Number.

1. Alien Registration Number/USCIS Number:
   OR
2. Form I-94 Admission Number:
   OR
3. Foreign Passport Number:
   Country of Issuance:

QR Code - Section 1
Do Not Write In This Space

Signature of Employee	Today's Date *(mm/dd/yyyy)*
John Morgan	01/03/2022

Preparer and/or Translator Certification (check one):

- [ ] I did not use a preparer or translator.
- [ ] A preparer(s) and/or translator(s) assisted the employee in completing Section 1.

(Fields below must be completed and signed when preparers and/or translators assist an employee in completing Section 1.)

I attest, under penalty of perjury, that I have assisted in the completion of Section 1 of this form and that to the best of my knowledge the information is true and correct.

Signature of Preparer or Translator	Today's Date *(mm/dd/yyyy)*

Last Name *(Family Name)*	First Name *(Given Name)*

Address *(Street Number and Name)*	City or Town	State	ZIP Code

STOP *Employer Completes Next Page* STOP

Employment Eligibility Verification

Department of Homeland Security
U.S. Citizenship and Immigration Services

USCIS
Form I-9
OMB No. 1615-0047
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Section 1. Employee Information and Attestation (Employees must complete and sign Section 1 of Form I-9 no later than the first day of employment, but not before accepting a job offer.)

Last Name (Family Name)	First Name (Given Name)	Middle Initial	Other Last Names Used (if any)
Studdard	Caroline	H	

Address (Street Number and Name) [redacted] | State AL | ZIP Code [redacted]

08/11/1989 | Employee's Telephone Number [redacted]

I am aware that federal law provides for imprisonment and/or fines for false statements or use of false documents in connection with the completion of this form.

I attest, under penalty of perjury, that I am (check one of the following boxes):

- [x] 1. A citizen of the United States
- [ ] 2. A noncitizen national of the United States (See instructions)
- [ ] 3. A lawful permanent resident (Alien Registration Number/USCIS Number):
- [ ] 4. An alien authorized to work until (expiration date, if applicable, mm/dd/yyyy):

Some aliens may write "N/A" in the expiration date field. (See instructions)

Aliens authorized to work must provide only one of the following document numbers to complete Form I-9: An Alien Registration Number/USCIS Number OR Form I-94 Admission Number OR Foreign Passport Number.

1. Alien Registration Number/USCIS Number:

OR

2. Form I-94 Admission Number:

OR

3. Foreign Passport Number:

Country of Issuance:

CA Code - Section 1
Do Not Write In This Space

Signature of Employee: Studdard | Today's Date (mm/dd/yyyy): 08/14/2021

Preparer and/or Translator Certification (check one):

- [ ] I did not use a preparer or translator.
- [ ] A preparer(s) and/or translator(s) assisted the employee in completing Section 1.

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I attest, under penalty of perjury, that I have assisted in the completion of Section 1 of this form and that to the best of my knowledge the information is true and correct.

Signature of Preparer or Translator | Today's Date (mm/dd/yyyy)

Last Name (Family Name) | First Name (Given Name)

Address (Street Number and Name) | City or Town | State | ZIP Code

STOP Employer completes Next Page STOP

Employment Eligibility Verification

Department of Homeland Security
U.S. Citizenship and Immigration Services

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Section 1. Employee Information and Attestation (Employees must complete and sign Section 1 of Form I-9 no later than the first day of employment, but not before accepting a job offer.)

Last Name (Family Name)	First Name (Given Name)	Middle Initial	Other Last Names Used (if any)
Villa [illegible]	[illegible]	S	

Address (Street Number and Name)	Apt. Number	City or Town	State	ZIP Code
[redacted]				

Date of Birth (mm/dd/yyyy)	U.S. Social Security Number	Employee's E-mail Address	Employee's Telephone Number
09/26/1961	[redacted]	[redacted]	[redacted]

I am aware that federal law provides for imprisonment and/or fines for false statements or use of false documents in connection with the completion of this form.

I attest, under penalty of perjury, that I am (check one of the following boxes):

- [X] 1. A citizen of the United States
- [ ] 2. A noncitizen national of the United States (See instructions)
- [ ] 3. A lawful permanent resident (Alien Registration Number/USCIS Number):
- [ ] 4. An alien authorized to work until (expiration date, if applicable, mm/dd/yyyy):

Some aliens may write "N/A" in the expiration date field. (See instructions)

Aliens authorized to work must provide only one of the following document numbers to complete Form I-9: An Alien Registration Number/USCIS Number OR Form I-94 Admission Number OR Foreign Passport Number.

1. Alien Registration Number/USCIS Number:

OR

2. Form I-94 Admission Number:

OR

3. Foreign Passport Number:

Country of Issuance:

QR Code - Section 1
Do Not Write In This Space

Signature of Employee	Today's Date (mm/dd/yyyy)
[illegible]	

Preparer and/or Translator Certification (check one):

[X] I did not use a preparer or translator. [ ] A preparer(s) and/or translator(s) assisted the employee in completing Section 1.

Fields below must be completed and signed when preparers and/or translators assist an employee in completing Section 1.

I attest, under penalty of perjury, that I have assisted in the completion of Section 1 of this form and that to the best of my knowledge the information is true and correct.

Signature of Preparer or Translator	Today's Date (mm/dd/yyyy)
[illegible]	5-17-18

Last Name (Family Name)	First Name (Given Name)

Address (Street Number and Name)	City or Town	State	ZIP Code

STOP Employer Completes Next Page STOP

CULLMAN REGIONAL

POSITION CONTROL FORM

Employee Information

Data Type: New Hire Badge Number:

First Name: Carlos Middle Name: S Last Name: Villar

Address [redacted] City: [redacted] State: AL ZIP: [redacted]

Current Department: Current Title:

Birth Date: [redacted] Phone: [redacted]

Current FTE: Effective Date:

EFFECTIVE DATE MUST BE BEGINNING OF PAY PERIOD

Department Unit Name: Department Unit:

Job Title: Physician Position: 19301 ☐ **Check if New Position**

New FTE: 1 Annual Hours: 2080 **BASED ON THE NEW FTE SELECTION**

Hours Per Pay Period: 80 Employee Status: FT

Overtime Method: Exempt Day Evening Night: Exempt

Department Director Unit Manager: Date Requested: 7/1/2019

Comments:

Approve Reject:

HR Comments:

HR Portion Only

Rate Hr:$ 112.98077 Rate Yr:$ 235,000.00 Job Code: MD New Job Code: MD

Grade: Min:$ Mid:$ Max:$

Shift Code: Day Evening Night: 1 Date Of Hire: 7/1/2019 New Position #: 19301

PLAINTIFF'S EXHIBIT 5

PENGAD 800-631-6989

Confirmation

Date/Time of Submission:	04/27/2020 11:02:46 AM EDT
Submission Confirmation Number:	2681 0580 a3ce 4544 afa5 24e9 8a42 424691

Claimant and Employer Information

Requesting State		Claimant Information	
State:	AL	SSN:	[redacted]
Agency:		Name:	VILLARGOSALVEZ, CARLOS
Phone:		State Claim Number:	
Response Due Date:	11:59 PM Eastern on 05/01/2020		

Employer Information

	Provided By Claimant	Employer Response
Employer Name:	CULLMAN REGIONAL MEDICAL	
State Employer Account Number:	0029459533	
Federal Employer Identification Number:	63-1058174	
Employer Type:		

Preparer Information

Who is providing this response:	Employer
Name of the person preparing this response:	Stacy Blackwood
Job title of the person preparing this response:	RN Employee Health
Preparer's telephone number with extension:	(256) 734 - 2622
Preparer's email address:	stacy.blackwood@cullmanregional.com
Preparer's fax number:	(256) 737 - 2455

Additional Claimant Information

	Provided By Claimant	Employer Response
Did the claimant work under any other Social Security Number (SSN)?	[redacted]	



VILLARGOSALVEZ, CARLOS
SSN: [redacted]
Date Submitted: 04/27/2020 11:02:46 AM EDT

Additional Claimant Information

Claimant Name used to file claim:	VILLARGOSALVEZ, CARLOS
State Claim Number:	
Benefit Year Beginning Date:	04/19/2020
Type of Claim:	New Initial Claim

Employment Information

	Provided By Claimant	Employer Response
Claimant's Job Title:		Physician
Was this seasonal employment?		No
First Day of Work:		07/01/2019
Last Day of Work:		04/24/2020

Reason for Separation

Claimant Provided Reason for Separation:	Laid Off/Lack of Work
Employer's Reason for Claimant's Separation:	Laid Off/Lack of Work
Does the claimant have reasonable assurance of returning to work?	Yes
If yes, what date do you expect the claimant to return to work?	05/01/2020

Additional Separation Information

Please enter any additional information regarding this separation. Enter "None" if there is no other information to be added.

Covid-19/ Decreased work force due to state of emergency

Compensation After Separation

Will the claimant receive any compensation after separation?	No

VILLARGOSALVEZ, CARLOS
SSN: [redacted]
Date Submitted: 04/27/2020 11:02:46 AM EDT

Barton-Waters, Lindsie

From:	Courtney, Lisa
Sent:	Tuesday, November 10, 2020 3:58 PM
To:	Barton-Waters, Lindsie
Cc:	Nicole Mangum
Subject:	Nicole Mangum Agreement (FT Nurse Practitioner)
Attachments:	Nicole Mangum Agreement (FT Nurse Practitioner).docx
Importance:	High

Lindsie,

I've hired Nicole Mangum, CRNP, to work at the North clinic with Dr. Chadband. Attached is her agreement (not signed yet) but it has her rate of hire. She's coming up sometime this week to do her collaborating agreement forms with Stacy upstairs and to meet with Dean. I thought you might want to reach out and see if you can schedule a time to meet with her when she's here to do HR stuff.

I've copied her on this email.

Thanks,

Lisa Courtney
Vice President of Physician Services
Cullman Regional Medical Center
PO Box 1108
Cullman, AL 35056
Phone: 256-737-2592
Fax: 256-737-2596

CULLMAN REGIONAL



Barton-Waters, Lindsie

From: Graves, Stacy
Sent: Monday, November 23, 2020 5:59 PM
To: Barton-Waters, Lindsie
Subject: RE: Nicole Mangum

Oh shoot I needed to meet with her when she came in to see you all, oh man, yeah that is fine. ☺

Stacy Graves, RMA
Physician Practice Coordinator II
Cullman Regional Medical Group North
O: 256-735-5083
F: 256-735-5076
Stacy.graves@cullmanregional.com

CULLMAN REGIONAL

From: Barton-Waters, Lindsie
Sent: Monday, November 23, 2020 5:57 PM
To: Courtney, Lisa <Lisa.Courtney@cullmanregional.com>; Graves, Stacy <Stacy.Graves@cullmanregional.com>
Subject: Nicole Mangum

Hey I met with Nicole today and just wanted to follow up to make sure 11/30 is still supposed to be her first day?

Lindsie Waters
Recruiter/Onboarding Specialist
Phone: 256.737.2619

CULLMAN REGIONAL



FULL-TIME

PROFESSIONAL EMPLOYMENT AGREEMENT

BETWEEN

Cullman Regional Medical Center

AND

Nicole Mangum, N.P.



PROFESSIONAL EMPLOYMENT AGREEMENT

This PROFESSIONAL EMPLOYMENT AGREEMENT ("Agreement") is by and between Nicole Mangum, N.P. ("Practitioner"), a nurse practitioner duly licensed in the State of Alabama, and Cullman Regional Medical Center ("Company") and will be effective as of November 22, 2020. ("Effective Date").

BACKGROUND

A. Company engages physicians and nurse practitioners to provider services in its service area. Company owns various healthcare services and Facilities (the "Facilities").

B. Practitioner is licensed to practice as a nurse practitioner in the State of Alabama ("State").

C. Pursuant to the terms and conditions contained in this Agreement, Company desires to engage Practitioner as a full time employee to provide nurse practitioner services and intermittent coverage on behalf of Company for the Facilities, and Practitioner desires to accept such engagement.

TERMS

NOW, THEREFORE, intending to be legally bound hereby, and in consideration of the mutual covenants set forth herein, Practitioner and Company agree as follows:

1. Engagement.

Company hereby engages Practitioner, and Practitioner hereby accepts engagement with Company, for the term and upon the terms and conditions set forth herein.

2. Practitioner Services and Responsibilities.

(a) Professional Services. Practitioner shall provide professional nurse practitioner services to patients of Company as requested in writing by Company. Practitioner shall furnish such professional nurse practitioner services on a full-time basis as set forth on Schedule 2(a). Practitioner shall perform prompt, courteous and competent professional services in accordance with State's professional standards for such services, and the standard of care in the community in which the Facility is located, and consistent with applicable laws, rules and regulations, professional ethics and rules, and standards and protocols established from time to time by Company, including those related to Company's compliance program, quality assurance, utilization review, practice protocols, clinical outcomes assessment, and patient/family satisfaction, and in accordance with the requirements and conditions of any applicable written practice agreement with a licensed physician. Notwithstanding the foregoing, Company and Practitioner expressly acknowledge and agree that nothing in this Agreement shall be construed as giving Company control over, or the right to control, the professional clinical judgment of, treatment by, or professional actions of Practitioner with respect to the professional services rendered by Practitioner, as it relates to clinical care decisions and that Practitioner retains sole and exclusive responsibility for all patient care provided to patients.

(b) Assignment and Billing.

(i) Practitioner hereby assigns to Company the right to bill, collect and receive all fees attributable to services provided by Practitioner pursuant to this Agreement. Practitioner agrees to execute and deliver to Company instruments of assignment, if Company so requests. Practitioner shall have the right, but not the obligation, to review any and all bills submitted by Company for services provided by Practitioner. Practitioner is required to request the correction of any errors including errors that result in a refund to payors, if warranted.

(ii) Practitioner shall not directly submit a bill or statement of charges to any patient or other entity for services arising from the provision of professional services or other services at the Facility, nor shall Practitioner make any surcharge or grant any discount for professional services provided by Practitioner at the Facility without the prior written authorization of Company.

(iii) Only Company or its agent shall bill for professional services performed by Practitioner at the Facility, and Practitioner shall cooperate fully with Company and all third party payors in facilitating such billing, including adherence to Company's compliance program and policies and procedures regarding billing. In the event federal or state laws, rules or regulations or Third Party Payor Programs (as hereinafter defined) require any or all services performed by Practitioner to be billed in the name of or on behalf of Practitioner, Practitioner does hereby designate, authorize and appoint Company as Practitioner's agent and grants Company a power of attorney for the sole purposes of billing on behalf of Practitioner for all services performed pursuant to this Agreement and obtaining provider number(s) to facilitate such billing. All fees earned and/or payable as the result of Practitioner's rendering of professional services pursuant to this Agreement shall be assigned to, collected by, paid to, and belong to the Company.

(c) Participation in Third Party Payor Programs. Practitioner shall participate in Medicare, Medicaid, other federal and state reimbursement programs, and the payment plan of any commercial insurer, health maintenance organization, preferred provider organization, or other health benefit program with which Company or its affiliates may contract (collectively, "Third Party Payor Programs").

(d) Practice Location. Practitioner shall perform her duties at Facilities designated in writing by Company, including the Facilities listed on Schedule 2(d).

(e) Recordkeeping. Practitioner shall prepare and maintain, in accordance with generally accepted professional standards and with the standards established from time to time by Company, appropriate records, reports, claims, correspondence and other supporting documents ("Records") relating to all services rendered by Practitioner under this Agreement. The ownership and right of control of all such Records shall vest exclusively in the applicable Facility; provided, however, that Practitioner and Company shall have the right to access such Records for reimbursement, defense of malpractice claims, and other legal compliance reasons consistent with the Facility's policies concerning such access. Upon termination or expiration of this Agreement, all Records shall remain in possession of the Facility except that, upon written request of any

patient, the patient's records shall be delivered to Practitioner in accordance with the Facility's policies and procedures then in effect.

(f) Other Professional Activities. Practitioner may be engaged or employed in any other professional services, business, trade, or other activity which does not interfere with the performance of Practitioner's duties under this Agreement or pose a conflict of interest, as determined by Company in its sole discretion.

(g) Insurance. Company shall provide professional liability malpractice insurance for Practitioner's services on behalf of the Company only. Such professional liability malpractice insurance coverage shall be in place during the Term for liability arising out of or resulting from alleged negligent acts or omissions in the performance or nonperformance of Practitioner's duties under the terms of this Agreement with limits of $1,000,000 per occurrence. Practitioner shall be responsible for obtaining and maintaining, at Practitioner's expense, tail coverage insurance for medical incidents occurring during Practitioner's engagement pursuant to this Agreement and for any additional insurance. Practitioner shall provide Company evidence of such insurance coverage at Company's request.

(h) Legal Assistance. Practitioner shall cooperate and assist Company in all regulatory and litigation matters related to Practitioner's services under this Agreement whether arising during the Term or thereafter. This Agreement is not intended to, and shall not be construed to, in any way limit or affect the testimony that Practitioner gives in any such litigation; it is understood and agreed that Practitioner will at all times testify fully, truthfully and accurately, whether in deposition, trial or otherwise.

3. Practitioner's Representations, Warranties and Disclosures.

Practitioner represents, warrants, and discloses that, as of the date of this Agreement and during the Term:

(a) Practitioner is duly licensed under the laws of State to practice as a nurse practitioner and that said license is in good standing and has not been suspended, revoked or restricted in any manner.

(b) Practitioner has clinical privileges at the area hospitals listed on Schedule 3(b) hereto and such privileges have not been reduced, restricted or revoked. Practitioner shall immediately inform Company of any additions or changes, whether voluntarily or involuntarily, to Practitioner's clinical privileges at area hospitals and Schedule 3(b) shall be updated to reflect any such additions or changes.

(c) Practitioner may have current controlled substances registrations issued by the United States Drug Enforcement Administration ("DEA") and any relevant state agency, which registrations have not been surrendered, suspended, revoked or restricted in any manner.

(d) Practitioner is not listed on the Office of Inspector General's ("OIG") List of Excluded Individuals or Entities ("LEIE") and is eligible to participate in all Third Party Payor Programs as set forth in Section 2(c) of this Agreement.

(e) Practitioner has a collaborative Agreement with a board certified physician.

(f) Practioner has disclosed to Company any and all of the following matters that have occurred at any time prior to the commencement of the Term (unless otherwise stated), and will immediately disclose to Company the occurrence of any such matters that arise during the Term:

(i) any malpractice suit, claim (whether or not filed in court), settlement, settlement allocation, judgment, verdict or decree against Practitioner;

(ii) any disciplinary, peer review or professional review investigation, proceeding or action instituted against Practitioner by any licensing board, hospital, medical school, health care facility or entity, professional society or association, third party payor, peer review or professional review committee or body, employer or governmental agency;

(iii) any criminal conviction, if the conviction is an offense of a serious nature that poses a risk to the health, safety or well-being of residents or is related to the provision of health care items or services. This includes, but is not limited to, murder, manslaughter, assault, sex offenses, domestic violence, theft or forgery, arson, kidnapping or possession, use, sale, manufacture or distribution of dangerous drugs or controlled substances;

(iv) any investigation or proceeding, whether administrative, civil or criminal, relating to an allegation against Practitioner regarding alleged violation(s) of any law, rule or regulation intended to protect patient privacy, including but not limited to, the Privacy Rule or Security Standards of the Health Insurance Portability and Accountability Act of 1996 or its relevant regulations ("HIPAA"), filing false health care claims, violating anti-kickback or referral laws, or engaging in other billing improprieties;

(v) any dependency on, habitual use or episodic abuse of, alcohol or controlled substances, or any participation in any alcohol or controlled substance detoxification, treatment, recovery, rehabilitation, counseling, screening or monitoring program;

(vi) any allegation, or any investigation or proceeding based on any allegation, against Practitioner, of violating professional ethics or standards, or engaging in illegal, immoral or other misconduct (of any nature or degree), relating to patient care;

(vii) any denial or withdrawal of any application in any state for licensure as a nurse practitioner for clinical privileges at any hospital or other health care entity, for board certification or re-certification, for participation in any third party payment program, for state or federal controlled substances registration, or for malpractice insurance;

(viii) any other suit, action or other legal proceeding arising out of the Practitioner's practice as a nurse practitioner; and

(ix) placement on the LEIE.

(g) Practitioner has in place all necessary written or electronic practice agreements with a licensed physician in order to provide the professional services hereunder in accordance with the rules and regulations jointly issued by the Board of Medicine and Board of Nursing.

(h) Practitioner is fully able to perform the essential functions of the position with or without reasonable accommodations.

(i) Practitioner is legally authorized and entitled to work in the United States.

(j) Practitioner shall maintain an extended reporting endorsement or tail coverage malpractice liability insurance policy for liability arising out of or resulting from alleged negligent acts or omissions in the performance or nonperformance of Practitioner's duties performed prior to the effective date of this Agreement. Practitioner (or Practitioner's former employer, if applicable) shall be responsible for all costs in obtaining such extended reporting endorsement or tail coverage malpractice liability insurance policy and will provide proof of such coverage to Company.

4. Compensation.

(a) Hourly Rate. Company shall compensate Practitioner on a periodic basis payable in arrears, beginning with the commencement of the Term, in accordance with Company's normal payroll practices for employees. Practitioner shall be compensated at a rate of $52.89 per hour for professional services rendered pursuant to this Agreement, which may be adjusted upward or downward consistent with applicable law at any time after the Initial Term and shall be subject to applicable federal and state withholding. Practitioner agrees to maintain and provide to Company on a weekly basis complete and accurate timesheets for services provided hereunder. Practitioner may not work more than forty (40) hours per week without the prior written approval of Company.

(b) Benefits. During Practitioner's engagement hereunder, as a full-time employee, Practitioner shall be eligible to participate in or be covered by any employee benefit plans or programs effective generally with respect to Company's regular employees. Practitioner is allowed 2 days for CME training. Verification of the CME's must be completed to earn the ETO.

5. Intellectual Property.

Practitioner acknowledges and recognizes that Company shall own all right, title and interest to any and all intellectual property, including any improvements or derivative works, conceived or created by Practitioner during the Term in connection with the duties set forth in this Agreement (collectively, "Intellectual Property"). Intellectual Property shall, to the extent possible, be considered a work made for hire within the meaning of Title 17 of the United States Code. Publication of any such Intellectual Property shall require prior written consent of Company and shall prominently reference Company's name. To the extent Intellectual Property may not be considered a work made for hire owned exclusively by Company, Practitioner hereby assigns to Company all right, title, and interest worldwide in and to such Intellectual Property at the time of its creation, without any requirement of further consideration. Upon request of Company,

Practitioner shall take such further actions and execute such further documents as Company may deem necessary or desirable to further the purposes of this Agreement.

6. Term and Termination.

(a) Term. This Agreement shall become effective on the Effective Date, subject to satisfactory completion of all Company's customary screenings and background checks for employees, to include, but not limited to, licensing, LEIE and General Services Administration ("GSA") exclusion list, and all disqualifying convictions under State law, credentialing, and malpractice coverage and shall continue in full force and effect for the period of one (1) year ("Initial Term"), unless terminated as provided herein. Thereafter, this Agreement shall automatically renew for additional periods of one (1) year each (each, a "Renewal Term" and, together with the Initial Term, the "Term") unless terminated as provided herein.

(b) Termination without Cause. Either party may terminate this Agreement during the Term without cause upon thirty (30) days' written notice of the intent to terminate by either party.

(c) Termination for Cause. This Agreement, and Practitioner's engagement by Company, may be terminated immediately, at Company's discretion during the Term, if:

(i) Practitioner is charged with or convicted of a criminal offense punishable as a felony or any of the criminal offenses described in Section 3(f)(iii);

(ii) Practitioner violates ethical and professional codes of conduct of the workplace as specified under state or federal law;

(iii) Practitioner is excluded, debarred or otherwise ineligible to participate in any federal or state sponsored health program (*e.g.*, listed on LEIE);

(iv) Practitioner's license to practice as a nurse practitioner in any state or DEA registration is cancelled, suspended, restricted, or revoked for any reason;

(v) Practitioner's clinical privileges (if any) at any hospital required to be listed on Schedule 3(b) or Facility listed on Schedule 2(e) are denied, suspended, restricted, or revoked as the result of disciplinary proceedings against such Practitioner;

(vi) Practitioner breaches any material provision of this Agreement, including failing to satisfactorily perform her services under this Agreement as determined by Company in its sole discretion;

(vii) Practitioner is determined to be a "Sanctioned Person," as defined herein. A Sanctioned Person is a person who fails to maintain, or becomes ineligible for, professional liability insurance coverage; is indicted for or charged with a felony or any crime involving unethical professional behavior or otherwise engages in any conduct such as embezzlement, falsification of records, theft, patient abuse, drug and alcohol abuse, physical violence and obstruction of property;

(viii) Practitioner is the subject or target of a state or federal investigation and such investigation is determined by Company to cause a significant distraction for Practitioner such that Practitioner is not able to perform under the terms of this Agreement;

(ix) Practitioner discloses, or should have disclosed, any matter listed in Section 3(f);

(x) Practitioner loses the legal authority to work in the United States;

(xi) Practitioner dies or fails to appear for two (2) consecutive shifts without prior notice or explanation;

(xii) Practitioner has a guardian or trustee of its person or estate appointed by a court of competent jurisdiction;

(xiii) Practitioner causes any breach of the staffing agreement between Company and any Facility to which she is assigned by Company; or

(xiv) Any other reason which leads Company, in its sole discretion, to determine that either the business of Company, or the health and welfare of any patient, may be jeopardized during the period of time otherwise required to terminate this Agreement with notice.

(d) Effect of Termination. Upon termination of this Agreement for any reason:

(i) Practitioner's privileges at the Facility or Facilities to which she is assigned by Company shall terminate, effective as of the last day of engagement or earlier at Company's discretion;

(ii) Practitioner shall promptly return to Company all documents (including copies) and other property of Company, including without limitation, patient lists, computers, equipment, electronic devices, manuals, letters, keys, access cards, software, reports, and records in her possession or control no matter from whom or in what manner acquired; and

(iii) Practitioner shall only be entitled to receive any compensation earned as of the date of such termination and shall be entitled to no other payments under this Agreement.

(e) Continuing Duties. Notwithstanding the expiration or termination of this Agreement, Practitioner acknowledges and agrees to her continuing obligations, including but not limited to: Section 2(b), Assignment and Billing; Section 2(e), Recordkeeping; Section 2(g), Legal Assistance; and Section 8(a), Non-disclosure. Practitioner shall cooperate, if and when requested by Company, in preparing a medically and ethically appropriate plan for transitioning responsibility for patient care during any notice period and following the effective date of termination of this Agreement.

7. Company's Covenants.

At no time shall Company interfere with Practitioner's independent professional judgment regarding patient care, or require, directly or indirectly, Practitioner to act in any manner that is contrary to State law or to deviate from the standard of care in the community in which she practices.

8. Practitioner's Covenants.

(a) Non-disclosure. At all times during and after the Term, Practitioner shall keep confidential and shall not, except with Company's express prior written consent, or except in the proper course of her engagement with Company, directly or indirectly, communicate, disclose, divulge, publish, or otherwise express, to any person, or use for her own benefit or the benefit of any person, any trade secrets, confidential or proprietary knowledge or information, no matter when or how acquired, concerning the conduct and detail of Company's business or the Facilities, including without limitation, names of employees, independent contractors, customers and suppliers, patient lists and records, marketing methods, trade secrets, policies, protocols, prospects and financial condition. For purposes of this Section 8(a), confidential information shall not include any information which is now known by or readily available to the general public or which becomes known by or readily available to the general public other than as a result of any improper act or omission of Practitioner. Notwithstanding the foregoing, Practitioner shall have full discretion to discuss all treatment options with patients.

(b) Enforcement. Practitioner acknowledges that any breach by her of any of the covenants and agreements of this Section 8 will result in irreparable injury to Company for which money damages could not adequately compensate Company, and therefore, in the event of any such breach, Company shall be entitled, in addition to all other rights and remedies which Company may have pursuant to this Agreement, at law or in equity, to have an injunction issued by any competent court enjoining and restraining Practitioner and/or all other persons involved therein from continuing such breach.

9. Miscellaneous.

(a) Fraud and Abuse. The parties enter into this Agreement with the intent of conducting their relationship in full compliance with applicable state, local, and federal law including the Medicare/Medicaid Anti-Fraud and Abuse Amendments. Specifically, this professional services arrangement is intended by the parties to comply fully with the federal Anti-Kickback Statute set forth in 42 U.S.C. § 1320a-7b(b) and the relevant regulations. Notwithstanding any unanticipated effect of any of the provisions herein, neither party will intentionally conduct itself under the terms of this Agreement in a manner to constitute a violation of the Medicare and Medicaid fraud and abuse provisions. Further, if any legislation, regulation or government policy is passed or adopted, the effect of which would be to affect materially Company's ability to obtain reimbursement from Medicare or Medicaid due to the existence of any provision of this Agreement, then the parties agree to negotiate in good faith to modify the terms of this Agreement to comply with applicable law. Practitioner shall fully comply with the Company's Compliance Plan and shall report any violations of law or regulations by Practitioner,

the Company, its officers or agents to the Company's CEO or compliance officer within three days of acquiring knowledge of the same.

(b) Government Access. Upon the written request of the Secretary of Health and Human Services or the Comptroller General or any of their duly authorized representatives, Practitioner will make available those contracts, books, documents, and records necessary to verify the nature and extent of the costs of providing services under this Agreement. Such inspection shall be available up to four (4) years after the rendering of such services. If Practitioner, subject to Company's consent, carries out any of the duties of this Agreement through a subcontract with a value of $10,000 or more over a 12-month period with a related individual or organization, Practitioner agrees to include this requirement in any such subcontract. This Section 9(b) is included pursuant to and is governed by the requirements of Public Law 96-499, Sec. 952 (Sec. 1861(v)(1)(I) of the Social Security Act) and the regulations promulgated thereunder. No attorney-client, accountant-client, or other legal privilege will be deemed to have been waived by Company or Practitioner by virtue of this Agreement.

(c) Indemnification. Practitioner hereby shall indemnify, defend, and hold Company, its members, governors, managers, employees, and independent contractors free and harmless from and against any and all claims, demands, judgments, settlements, liabilities, losses, damages, costs, and expenses, including reasonable attorneys' fees, arising out of or related to, directly or indirectly, any acts or omissions of Practitioner. Company hereby shall indemnify, defend, and hold Practitioner free and harmless from and against any and all claims, demands, judgments, settlements, liabilities, losses, damages, costs and expenses, including reasonable attorneys' fees, arising out of or related to, directly or indirectly, any acts or omissions of Company.

(d) Notices. All notices, requests, demands, or other communications required or permitted to be given under this Agreement by either party shall be in writing and shall be deemed to have been duly given if and when (1) delivered personally, (2) mailed by first class certified mail, return receipt requested, postage prepaid, or (3) sent by a nationally recognized express courier service, postage or delivery charges prepaid, to the other party at the respective address stated below or to such other addresses as to which either party has given notice to the other in accordance with this Section 9(d).

If to Company:

Cullman Regional Medical Center
1912 Alabama Highway 157
P.O. Box 1108
Cullman AL 35056-1108

Attn: CEO

with a copy to:
Waller Lansden Dortch & Davis, LLP
1901 Sixth Avenue North, Suite 1400
Birmingham, AL 35203
Attn: Colin Luke

If to Practitioner: _____
_____
_____

(e) Entire Understanding. This Agreement, together with all other documents, instruments, certificates and agreements executed in connection herewith, sets forth the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous, written, oral, expressed or implied, communications, agreements and understandings with respect to the subject matter hereof.

(f) Modification. This Agreement shall not be amended, modified, supplemented or terminated except in writing signed by both parties.

(g) Prior Agreements. Practitioner represents to Company (1) that there are no restrictions, agreements or understandings whatsoever to which Practitioner is a party which would prevent or make unlawful her execution of this Agreement or her engagement hereunder, (2) that her execution of this Agreement and her engagement hereunder shall not constitute a breach of any contract, agreement or understanding, oral or written to which she is a party or by which she is bound and (3) that she is free and able to execute this Agreement and to enter into this arrangement with Company.

(h) Limitation. Practitioner shall not have the right to enter into any contract in the name of the Company or otherwise bind the Company in any way without express written consent of the Company.

(i) Parties in Interest. This Agreement and all rights of Practitioner hereunder shall inure to the benefit of, bind and be enforceable by Practitioner and her heirs, personal representatives, estate and beneficiaries, and Company and its successors and assigns. This Agreement is a contract for the personal services of Practitioner, and shall not be assignable by Practitioner.

(j) Assignment. Company may assign its rights and duties hereunder provided that (1) the assignee is an affiliate or the successor, by operation of law or otherwise, to the business of Company, and (2) the nature of Practitioner's duties hereunder do not change in any material respect. Practitioner may not assign any rights or responsibilities under this Agreement without prior written consent of Company.

(k) Severability. If any provision of this Agreement is construed, in whole or in part, to be invalid, illegal or unenforceable, then the remaining provisions hereof shall not be affected thereby and shall be enforceable without regard thereto.

(l) Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original hereof, and it shall not be necessary in making proof of this Agreement to produce or account for more than one counterpart hereof.

(m) Section Headings. Section and subsection headings in this Agreement are inserted for convenience of reference only, and shall neither constitute a part of this Agreement nor affect its construction, interpretation, meaning or effect.

(n) References. All words used in this Agreement shall be construed to be of such number and gender as the context requires or permits.

(o) Controlling Law. This Agreement is made under and shall be governed by, construed and enforced in accordance with applicable federal law and the substantive laws of Alabama without regard to its laws on the conflicts of laws.

(p) Indulgences, etc. Neither the failure nor delay on the part of either party to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof, nor shall the single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or any other right, remedy, power or privilege, nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence. No waiver shall be effective unless it is in writing and is signed by the party asserted to have granted such waiver.

[The remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year set forth below intending to be legally bound hereby.

COMPANY:

Cullman Regional Medical Center

By: _____
James Clements, CEO

Date: _____

PRACTITIONER:

_____
Nicole Mangum, CRNP

Date: _____

Schedule 2(a)

Professional Services

Practitioner shall provide full-time coverage for Facilities designated by Company. Practitioner shall provide such services on days and at times as scheduled by Company to staff the Facilities. Practitioner is expected to be available for clinical patient care hours as agreed upon by Practitioner and scheduled by Company and is expected to see patients as reasonably requested.

Practitioner shall use company resources efficiently, appropriately and cost-effectively while providing patient care within the standards of generally accepted professional care. Practitioner shall comply with all policies and procedures of Company.

Schedule 2(d)

Practice Location(s)

Cullman Regional Medical Group – Primary Care Clinic
1948 Alabama Highway 157, Suite 450,
Cullman, Alabama

Schedule 3(b)

Clinical Privileges

Cullman Regional Medical Center

Brookwood Baptist Health
Medical Education

March 5, 2021

Re: Deen Alam, DO

To Whom It May Concern:

I am writing this letter on behalf of Deen Alam, DO, who is a current resident in the Internal Medicine Program at Brookwood Baptist Health, in Birmingham, Alabama. Dr. Alam began his PGY-1 training on June 22, 2018, is currently in good standing with the program and is on track to complete his Internal Medicine residency successfully on June 18, 2021.

Please contact me if you need further information regarding Deen Alam, DO.

Sincerely,

Stanley K. Breaux
Executive Director, Graduate Medical Education
(205) 599-4823
Stanley.breaux@bhsala.com



Hice, Kathy

From: Courtney, Lisa
Sent: Friday, March 26, 2021 7:16 AM
To: Hice, Kathy; Barton-Waters, Lindsie
Subject: Dr. Alam Onboarding

Importance: High

Lindsey/Kathy,

Dr. Shahdeen (Deen) Alam is coming this morning to get his HR stuff out of the way. Sorry for the late notice, we texted last night about it. He starts on July 1 but is on a light rotation so wanted to get some things out of the way.

Kathy – Comp is $350,000/year

He is Internal Medicine and will be going into North.

Thanks,
Lisa

Lisa Courtney
Vice President of Physician Services
Cullman Regional Medical Center
PO Box 1108
Cullman, AL 35056
Phone: 256-737-2592
Fax: 256-737-2596

CULLMAN REGIONAL

14327

14001

PLAINTIFF'S EXHIBIT 11

PENGAD 800-631-6989

Taylor, Lori

From: Courtney, Lisa
Sent: Friday, April 16, 2021 1:32 PM
To: Taylor, Lori
Subject: Re: Verification for Dr. Richard Gonzales

I answered them too. He will be.

Sent from my iPhone

On Apr 16, 2021, at 1:10 PM, Taylor, Lori <Lori.Taylor@cullmanregional.com> wrote:

Lisa,

Just received a request from Fairway Wholesale Lending, for Dr. Richard Gonzales asking to verify that he will be starting with CRMC on May 1st. Just wanted to know if you want me to verify?

Lori Taylor | Human Resources Assistant
Phone 256.737.2933 | Fax 256.737.2377
<image001.png>



FILED
2026 Mar-05 AM 10:00
U.S. DISTRICT COURT
N.D. OF ALABAMA

Evid to Motion for Summary Judgment - Exhibit 38 - PART Two

CULLMAN REGIONAL

POSITION CONTROL FORM

Employee Information

Data Type: New Hire Badge Number:

First Name: Richard Middle Name: D Last Name: Gonzales

Address: [redacted] City: [redacted] State: AL ZIP: [redacted]

Current Department: Current Title:

Birth Date: Phone:

Current FTE: Effective Date:

EFFECTIVE DATE MUST BE BEGINNING OF PAY PERIOD

Department Unit Name: PRIMARY/FAMILY CARE CLINIC Department Unit: 190

Job Title: Physician Position: 19001 ☐ **Check if New Position**

New FTE: 1 Annual Hours: 2080 **BASED ON THE NEW FTE SELECTION**

Hours Per Pay Period: 80 Employee Status: FT

Overtime Method: Exempt Day Evening Night: Days (8 hour shifts)

Department Director Unit Manager: Schinley Land Date Requested: 5/24/2021

Comments:

Approve Reject:

HR Comments:

Badge #08955

HR Portion Only

Rate Hr:$ 125.00 Rate Yr:$ 260,000.00 Job Code: MD New Job Code: MD

Grade: Min:$ Mid:$ Max:$

Shift Code: Day Evening Night: 4 Date Of Hire: 5/24/2021 New Position #: 19001

PLAINTIFF'S EXHIBIT 13

PENGAD 800-631-6989

CULLMAN REGIONAL

POSITION CONTROL FORM

Employee Information

Data Type: New Hire Badge Number:

First Name: Thomas Middle Name: C Last Name: Brimer

Address [redacted] State: AL ZIP: [redacted]

Current Department: Current Title:

Birth Date: [redacted] Phone: [redacted]

Current FTE: Effective Date:

EFFECTIVE DATE MUST BE BEGINNING OF PAY PERIOD

Department Unit Name: PRIMARY/FAMILY CARE CLINIC Department Unit: 190

Job Title: PHYSICIAN Position: 19026 ☐ **Check if New Position**

New FTE: 1 Annual Hours: 2080 **BASED ON THE NEW FTE SELECTION**

Hours Per Pay Period: 80 Employee Status: FT

Overtime Method: Exempt Day Evening Night: Days (8 hour shifts)

Department Director Unit Manager: Schinley Land Date Requested: 8/31/2021

Comments:

Approve Reject:

HR Comments:

BADGE #09091

HR Portion Only

Rate Hr:$ 168.27 Rate Yr:$ 350,001.60 Job Code: MD New Job Code: MD

Grade: Min:$ Mid:$ Max:$

Shift Code: Day Evening Night: 4 Date Of Hire: 8/31/2021 New Position #: 19026

PLAINTIFF'S EXHIBIT 14

PENGAD 800-631-6989

EMPLOYMENT AGREEMENT

Cameron Brimer, M.D.

THIS AGREEMENT is entered into as of the 24 day of November, 2020 (the "Effective Date"), between CULLMAN REGIONAL MEDICAL CENTER, a wholly owned subsidiary of an Alabama health care authority (the "Hospital"), and Cameron Brimer, M.D. (the "Physician").

WITNESSETH:

WHEREAS, the Hospital is a wholly owned subsidiary of an Alabama health care authority, that owns and operates an acute care hospital facility in the City of Cullman, Cullman County, Alabama, known as "Cullman Regional Medical Center";

WHEREAS, the Hospital desires to employ physician to provide outpatient internal medicine professional medical services at the Hospital's facilities and clinics;

WHEREAS, the Hospital's service area includes Cullman County and parts of Blount, Marshall, Morgan and Winston Counties, Alabama (all designated as Health Professional Shortage Areas) and there is objective evidence of a community need for an outpatient internal medicine physician and the Services (defined below) to be provided by the Physician;

WHEREAS, Physician is a doctor duly licensed to practice medicine in the State of Alabama, specializing in internal medicine and is board certified or board eligible in internal medicine;

WHEREAS, the Hospital has determined that the health care needs of the citizens of its service area would be best served by retaining Physician as Hospital's employee as an outpatient internal medicine physician;

WHEREAS, the Hospital views the employment of Physician to provide care to the residents of its service area through the Hospital as an essential part of its continuing responsibility to the community and to operate for the benefit of the general public;

WHEREAS, the Hospital has determined that the terms of this Agreement are fair and reasonable;

WHEREAS, the Hospital, following careful review and consideration of the terms hereinafter set forth and following extensive negotiations with Physician concerning the same, is willing to enter into this Employment Agreement ("Agreement") with Physician; and

WHEREAS, the parties hereto desire to provide a full statement of their agreement in connection with the employment of Physician by the Hospital.

NOW, THEREFORE, in consideration of the foregoing and of the mutual terms and conditions contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties do agree as follows:



1. Employment: The Hospital hereby employs the Physician and the Physician hereby accepts employment by the Hospital upon the terms and conditions hereinafter set forth.

2. Effective Date, Commencement Date and Term: The "Effective Date" of this Agreement shall be the date first above noted while the "Commencement Date" shall be on or before August 30, 2021. The term of this Agreement shall continue for three (3) years from the Commencement Date (hereinafter the "Term") unless and until sooner terminated as hereafter provided. Unless either party provides at least ninety (90) days written notice prior to the expiration of any then-current term, this Agreement will auto-renew for additional one year periods. Full time under this agreement is Monday through Thursday, 8am – 5pm unless changed agreed upon by both parties.

3. Duties:

(a) The Physician shall devote his full time and attention to the practice of medicine, specializing in the provision of those physician services generally performed by outpatient internal medicine physicians while managing the care of patients at times and locations designated by Hospital ("Services"). The Physician shall not, without the written consent of the CEO or Administrator of the Hospital, directly or indirectly perform medical services for another employer as an employee or independent contractor or for his own account, nor shall Physician engage in any other profession or business which would necessitate the Physician giving an appreciable portion of his time and effort to the detriment of the Hospital; provided, however, nothing herein shall be construed as preventing the Physician from investing his assets in such form or manner as will not require his services in the operations of the affairs of the company or companies in which such investment or investments are made. Except as otherwise expressly provided herein, Physician agrees that during his employment with the Hospital, he will not engage in the practice of medicine for or in his own account or for or with any other person or entity, unless such employment or relationship is approved in writing by the CEO or Administrator of the Hospital.

(b) Physician shall admit to and/or schedule facility procedures at the Hospital and, when making requests for consultation with, or referrals to, other physicians, shall refer such patients to physicians practicing at the Hospital, except when the patient expresses a contrary preference, the patient's insurer dictates otherwise, or, in the Physician's judgment, the referral is not in the patient's best medical interest. Notwithstanding the foregoing, the Hospital and Physician acknowledge that no part of the compensation to be paid to Physician hereunder constitutes compensation for or is otherwise intended to induce the referral of patients for any services or goods of the Hospital. The parties acknowledge that the requirements of this section are reasonably necessary to effectuate the legitimate business purpose of this Agreement and it is the intent of the parties hereto that the requirements of this section be consistent with the provisions of 42 CFR § 411.354(d)(4).

(c) Physician shall provide the Services consistent with the guidelines set forth in **EXHIBIT "A"** attached hereto.

4. Direction of Services: The Hospital shall direct, control and supervise the duties and work of Physician; provided, however, that the Hospital shall not impose employment duties or constraints of any kind which would require Physician to infringe upon the ethics of the medical

profession or violate any applicable ordinance or law. The Physician shall perform all services with respect to the diagnosis, care and treatment of patients in such manner as the Physician, in the independent exercise of his medical judgment, deems to be in the best interest of the patients, subject only to the rules, regulations and decisions of the Medical Staff of the Hospital, and any rules, regulations, and decisions and clinical guidelines established by the Hospital. The Hospital shall be responsible for the development and implementation of management guidelines in support of Physician's practice of medicine including but not limited to standards, policies, record keeping and fees to be charged. Physician shall participate in such development and implementation as requested by the Hospital. The Hospital shall have the exclusive right to allocate the patients among its employees with due regard to the source of the patient, the specialty and skill of the employees, and the workload of the employees, and the Hospital shall have the final authority over acceptance or refusal for treatment of any person for whom professional services may be provided. The Hospital shall have the absolute right to determine the days and hours when Physician shall perform his duties; provided, however, the Hospital shall seek Physician's input on his schedule and provide advance notice with respect to location or schedule changes. Physician's regular work schedule shall be established by the Hospital, but will consist of four work days each week, in a manner to provide consistent coverage in conjunction with other physicians employed by or contracted with the Hospital to provide Services and with due regard for Physician's need and ability to coordinate all of his responsibilities hereunder.

5. Fees for Services: The Hospital shall have the exclusive right to determine and establish fees to be charged by the Hospital for the professional services rendered by Physician. All income generated by Physician for his services as a physician shall belong to the Hospital, whether paid directly to the Hospital or the Physician. Physician hereby assigns to Hospital his right to claim any and all compensation for professional services rendered by Physician hereunder. This assignment includes any global payments or capitated arrangements which Hospital may have entered into that include professional medical services. Physician shall execute any agreements, powers of attorney or other documents necessary to authorize any patient, third party payor, class action settlements, or other person or entity, to pay any such fees directly to Hospital. This assignment by Physician shall automatically terminate with respect to professional services rendered by Physician following termination of this Agreement.

6. Relationship of Parties: The relationship between Physician and Hospital is that of employee and employer. The relationship between Physician and Hospital shall not modify or affect any privileged relationship between Physician and the patients he treats.

7. Compensation:

(a) Annual Compensation. As compensation for services rendered to the Hospital during the Term of this Agreement, in whatever capacity rendered, the Physician shall be paid a base salary during the first year of the Term of this Agreement of Three Hundred and Fifty Thousand Dollars ($350,000.00) (the "Base Compensation"). In addition Physician shall receive a productivity bonus of Fifty Dollars ($50.00) per worked RVU in excess of 5085 wRVUs per year (the "Productivity Bonus"). With the mutual agreement of the Hospital and Physician, this Productivity Bonus may be calculated and paid quarterly but will be trued up on an annual basis, and Physician will repay any overpayment on true up and upon termination. No bonus is payable subsequent to termination of Physician's employment. In year 3, should Physician's wRVU

productivity drop below 2540 wRVUs in any six month period, Physician's Compensation shall be reduced by $50 per wRVU below 2540.

Hospitalist Compensation. As compensation for services rendered to the Hospital during the Term of this Agreement, as a hospitalist, the Physician shall be paid, subject to withholding and other applicable employment taxes, compensation of $175 per hour ("Compensation") of documented services hereunder during the Term of this Agreement, payable in bi-weekly or monthly amounts consistent with the Hospital's normal payroll practice. To be entitled to any Compensation, Physician must submit time sheets duly completed and timely submitted by Physician to Hospital in accordance with applicable policies and procedures. Should Physician fail to timely submit completed time sheets, Physician waives any right to Compensation under this Agreement for such time not properly document.

(b) Withholding and Employment Taxes. All compensation paid to Physician hereunder shall be subject to customary withholding and employment taxes as required by law.

(c) Commencement Bonus. Within 10 days of the Commencement Date, if Physician is employed by Hospital on a full-time basis, Physician shall receive a Commencement Bonus of forty thousand dollars ($40,000). Such commencement bonus will be repaid by Physician on a pro rata basis (getting percentage credit for each month out of 12 for which Physician works for the Hospital) if Physician terminates this Agreement without cause in accordance with Section 14(b) below or Physician is terminated "for cause" prior to the end of the Term.

(d) Retention Bonus. Upon the one year anniversary of the Commencement Date, if Physician is still employed by Hospital on a full-time basis, Physician shall receive a retention bonus of twenty thousand dollars ($20,000). Such retention bonus will be repaid by Physician on a pro rata basis (getting percentage credit for each month out of 12 for which Physician works for the Hospital) if Physician terminates this Agreement without cause in accordance with Section 14(b) below or Physician is terminated "for cause" prior to the end of the Term. In addition, upon the second and third year anniversary of the Commencement Date, if Physician is still employed by Hospital on a full-time basis, Physician shall receive a retention bonus of twenty thousand dollars ($20,000). Such retention bonus will be repaid by Physician on a pro rata basis (getting percentage credit for each month out of 12 for which Physician works for the Hospital) if Physician terminates this Agreement without cause in accordance with Section 14(b) below or Physician is terminated "for cause" prior to the end of the Term.

(e) Student Loan Repayment. Upon Physician's completion of his first continuous twelve months of employment, the Hospital will pay $25,000 to Physician's student loan provider in connection with Physician's medical school loans. Upon Physician's completion of his second and third twelve months of continuous employment, the Hospital will pay $25,000 each year, up to $100,000 total, to Physician's student loan provider in connection with Physician's medical school loans. There will be no prorating of students loan payments for service less than twelve months in any year, and Hospital will reduce the amount of any payments hereunder to the extent that the amount to be paid exceeds the outstanding balance of the medical school loans.

8. Fringe Benefits: Physician shall be eligible to participate in the Hospital's various benefit programs and insurance plans available to all employees pursuant to the rules of enrollment and eligibility as set forth in the Hospital's benefit plans, as amended from time to time.

9. Professional Insurance:

(a) Insurance Coverage. The Hospital agrees to carry, at its sole cost and expense and throughout the term of this Agreement, professional liability and such other forms of insurance which shall be selected by the Hospital (such as public liability insurance) covering Physician in his capacity as an employee hereunder and in amounts equivalent to the coverage required by the Hospital's Medical Staff Bylaws. Upon termination of Physician's employment for any reason, the Hospital shall be entitled to receive from Physician, an amount equal to the cost of professional liability insurance premiums paid on behalf of Physician for any period after termination of Physician's employment, except as provided in subsection (c) below. The Hospital reserves the right to withhold any monies otherwise due or payable to Physician hereunder upon termination to offset the cost of any professional liability insurance premium already paid by Hospital.

(b) Physician Termination of Employment. Upon termination of employment by Physician prior to the expiration of the Agreement without cause, Hospital shall be required to purchase an extended reporting endorsement ("tail coverage") in an amount equal to the usual and customary coverage maintained for other internal medicine physicians of the Hospital.

(c) Hospital Termination of Employment. Upon (i) termination of employment by Hospital without cause, (ii) termination of this Agreement by Physician with cause, or (iii) expiration of this Agreement without renewal or early termination, Hospital shall be required to purchase an extended reporting endorsement ("tail coverage") in an amount equal to the usual and customary coverage maintained for other physicians of the Hospital or by other practitioners in the community.

10. Practice Support: Physician shall be provided with reasonable office space for the conduct of the practice of medicine as well as office and stenographic support, and such other facilities and services, as deemed suitable by the Hospital and necessary and appropriate for the performance of Physician's duties hereunder. The Hospital shall retain sole and exclusive right to make all final decisions with respect to hiring and firing personnel, selecting and acquiring equipment, and practice management companies and personnel.

11. Patient Records: All case records, case histories, x-ray films, digital images, or personal or medical files pertaining to patients of the Hospital, or patients consulted, interviewed or treated or cared for by the Physician are and shall remain the property of the Hospital. The Physician acknowledges that the list of the Hospital's patients along with all case records, case histories, x-ray films and patient files are valuable, special and unique assets of the Hospital's business. Except in the normal course of Physician's practice of medicine, the Physician will not, during or after the term of his employment, disclose any of the above-mentioned assets or any part thereof to any person, firm, corporation, association or other entity for any reason or purpose whatsoever. Any request by a patient for transfer or release of patient records shall be dealt with by the Hospital in such manner so that Physician's legal and ethical obligations to patients are

satisfied. Notwithstanding any provision to the contrary herein, Physician shall be entitled to reasonable access to, and permitted to obtain copies of, any patient medical records, including but not limited to, case records, case histories, x-rays films, digital images or personal or medical files pertaining to patients of the Hospital, or patients consulted, interviewed, or treated or cared for by the Physician as necessary to assist in the defense of any professional liability action. In the event of a breach or threatened breach by the Physician of the provisions of this paragraph, the Hospital shall be entitled to appropriate equitable relief as well as any and all remedies at law.

12. Vacation, Continuing Education and Leaves of Absence: During the Term of this Agreement, Physician shall be entitled to twenty-nine (29) days of paid leave per employment year (consistent with the Earned Time Off Benefit section of the Flex Plan Benefits Booklet). Physician shall also be entitled to five (5) days for continuing medical education (CME) per employment year. The Hospital will reimburse Physician for registration and travel expenses associated with CME up to Three Thousand Five Hundred Dollars ($3,500.00) per employment year. Leaves of absence (whether earned time off or CME) should be approved in advance by the Hospital in writing. Accrued vacation or leave days must be used in the employment year they are accrued. Unused vacation or leave days will not be available in any subsequent employment year, nor will such days result in additional compensation.

13. Standards: The Physician shall perform his duties under this Agreement in accordance with such standards of professional ethics and practice as may from time to time be applicable during the term of his employment hereunder, applicable state and federal laws and regulations, Standards of Joint Commission on Accreditation to the extent applicable, the rules and regulations of the State of Board of Public Health and the applicable portion of the Medical Staff Bylaws of the Hospital, as the same may from time to time be amended.

14. Termination: This Agreement may not be terminated by either party except as follows:

(a) Termination by Death or Disability. Upon the death of Physician or, ninety (90) days following Physician's becoming totally disabled, this Agreement shall immediately terminate and Physician or Physician's personal representative, as the case may be, shall be paid an amount representing the prorated equivalent of his salary through the date of his death or in the event of total disability the amount payable under Paragraph 20(c) hereof. "Total disability" shall be determined pursuant to Paragraph 20(a)(i) hereof.

(b) Termination Without Cause. This Agreement may be terminated without cause; i) at any time by the mutual written consent of the parties, or ii) upon written notice by either party for a termination date at least ninety (90) days following the date of such notice. In the event of such termination, the Hospital shall pay to Physician the prorated equivalent of his salary up to the date of termination.

(c) Automatic Termination for Cause. This Agreement shall, at the option of the Hospital, terminate immediately without any requirement of notice by either party to the other in the event of any of the following occurrences:

(i) Loss or suspension of Physician's license to practice medicine;

CULLMAN REGIONAL

POSITION CONTROL FORM

Employee Information

Data Type: New Hire Badge Number:

First Name: CAROLINE Middle Name: H Last Name: STUDDARD

Address: [redacted] City: [redacted] State: AL ZIP: [redacted]

Current Department: Current Title:

Birth Date: [redacted] Phone: [redacted]

Current FTE: Effective Date:

EFFECTIVE DATE MUST BE BEGINNING OF PAY PERIOD

Department Unit Name: PRIMARY/FAMILY CARE CLINIC Department Unit: 190

Job Title: PHYSICIAN Position: 19024 ☐ **Check if New Position**

New FTE: 1 Annual Hours: 2080 **BASED ON THE NEW FTE SELECTION**

Hours Per Pay Period: 80 Employee Status: FT

Overtime Method: Exempt Day Evening Night: Exempt

Department Director Unit Manager: Schinley Land Date Requested: 8/2/2021

Comments:

Approve Reject:

HR Comments:

BADGE #08986

HR Portion Only

Rate Hr:$ 108.18 Rate Yr:$ 225,014.40 Job Code: MD New Job Code: MD

Grade: Min:$ Mid:$ Max:$

Shift Code: Day Evening Night: 1 Date Of Hire: 8/2/2021 New Position #: 19024

PLAINTIFF'S EXHIBIT 16

PENGAD 800-631-6989

CULLMAN REGIONAL

Employee Termination Form

Badge Number: [redacted] Position Control Number: 19024

Employee Name: Caroline Studdard Job Title: Physician

Date Of Termination: 09/28/2022
Please click on the calendar and select the date you want.

Department: Primary Care North 190

Supervisor/Director's Name: Schinley Land

Reason For Termination: Resignation

Employee's Stated Reason for Leaving
Not returning after maternity leave

Rehire: Eligible Badge Returned:

Keys Returned:

Did employee receive tuition reimbursement or scholarship?: No

Did you give this employee the online Exit Interview information?:

Submitted Date: 08/29/2022

If yes on reimbursement or scholarship, please ask the employee to contact Accounting.

Comments:

1. All competency check lists should be sent to HR to become part of the permanent record.

2. HR should always have the original of any Disciplinary Action that takes place if it is placed on a Conference Report to become an official part of the employee's record. Please remember that whenever you complete an official Conference Report, the original always needs to come to HR and a copy should be placed in the Departmental file.

PEN3AD 800-631-6989 PLAINTIFF'S EXHIBIT 17

Barton-Waters, Lindsie

From:	Barton-Waters, Lindsie
Sent:	Friday, December 10, 2021 5:11 PM
To:	Land, Schinley; Hanners, Amanda; Satterfield, Amanda; Smith, Katy; Anderson, Wendy; Hurst, Emily; Jarrett, Brigette
Cc:	Goodall, Todd; Brown, Pam; Graves, Stacy
Subject:	RE: Dr. John Morgan - Introductions and Onboarding -Feedback Needed

Monday 1/3 at 8am is fine, and she can't do benefits until he is in the system so he might could later that day or definitely within the same week.

Lindsie Waters
Recruiter/Onboarding Specialist
Phone: 256.737.2619

CULLMAN
REGIONAL

From: Land, Schinley
Sent: Thursday, December 9, 2021 1:25 PM
To: Hanners, Amanda <Amanda.Hanners@cullmanregional.com>; Satterfield, Amanda <amanda.satterfield@cullmanregional.com>; Smith, Katy <katy.smith@cullmanregional.com>; Anderson, Wendy <Wendy.Anderson@cullmanregional.com>; Barton-Waters, Lindsie <Lindsie.Waters@cullmanregional.com>; Hurst, Emily <Emily.Hurst@cullmanregional.com>; Jarrett, Brigette <brigette.jarrett@cullmanregional.com>
Cc: Goodall, Todd <Todd.Goodall@cullmanregional.com>; Brown, Pam <pam.brown@cullmanregional.com>; Graves, Stacy <Stacy.Graves@cullmanregional.com>
Subject: Dr. John Morgan - Introductions and Onboarding -Feedback Needed

All,

Dr. John Morgan is starting at Cullman Regional with Primary Care North on January 3rd. He will likely need to start with HR on the morning of January 3rd , have tours to introduce him to Cullman services and facilities, and meet our various providers/specialist.

Lindsie, can I send him to HR on 1/3 at 8 am or do we need to do another time? Can we coordinate a time with him to talk with Heather/Benefits at the same time?

Liaisons: Could yall accommodate scheduling having him tour with each of you starting Monday afternoon and then switching through each of you to finish Tuesday afternoon or Wednesday morning? I am open to more of less time as you all think is needed.

Brigette/Emily: My thought is that we would schedule him for 1:1 Cerner training as soon as his tours are done. I am shooting for Wednesday morning or afternoon, contingent on the Liaison schedules

-schinley

Schinley Land
Executive Director of Physician Services



PLAINTIFF'S EXHIBIT 19

CULLMAN REGIONAL

POSITION CONTROL FORM

Employee Information

Data Type: New Hire Badge Number:

First Name: JOHN Middle Name: R Last Name: MORGAN

Address: [redacted] City: [redacted] State: AL ZIP: [redacted]

Current Department: Current Title:

Birth Date: [redacted] Phone: [redacted]

Current FTE: Effective Date:

EFFECTIVE DATE MUST BE BEGINNING OF PAY PERIOD

Department Unit Name: PRIMARY/FAMILY CARE CLINIC Department Unit: 190

Job Title: Physician Position: 19018 ☐ **Check if New Position**

New FTE: 1 Annual Hours: 2080 **BASED ON THE NEW FTE SELECTION**

Hours Per Pay Period: 80 Employee Status: FT

Overtime Method: Exempt Day Evening Night:

Department Director Unit Manager: Schinley Land Date Requested: 1/14/2022

Comments:

Approve Reject: Approved

HR Comments:
BADGE 09278

HR Portion Only

Rate Hr:$ 125 Rate Yr:$ 260,000.00 Job Code: MD New Job Code: MD

Grade: Min:$ Mid:$ Max:$

Shift Code: Day Evening Night: Date Of Hire: 1/3/2022 New Position #: 19018

EMPLOYMENT AGREEMENT

Hans Noffsinger, M.D.

THIS AGREEMENT is entered into as of the 31st day of January, 2020 (the "Effective Date"), between **CULLMAN REGIONAL MEDICAL CENTER, a wholly owned subsidiary of an Alabama health care authority** (the "Hospital"), and **Hans Noffsinger, M.D.** (the "Physician").

WITNESSETH:

WHEREAS, the Hospital is a wholly owned subsidiary of an Alabama health care authority, that owns and operates an acute care hospital facility in the City of Cullman, Cullman County, Alabama, known as "Cullman Regional Medical Center";

WHEREAS, the Hospital desires to employ physician to provide outpatient internal medicine professional medical services at the Hospital's facilities and clinics;

WHEREAS, the Hospital's service area includes Cullman County and parts of Blount, Marshall, Morgan and Winston Counties, Alabama (all designated as Health Professional Shortage Areas) and there is objective evidence of a community need for an outpatient internal medicine physician and the Services (defined below) to be provided by the Physician;

WHEREAS, Physician is a doctor duly licensed to practice medicine in the State of Alabama, specializing in internal medicine and is board certified or board eligible in internal medicine;

WHEREAS, the Hospital has determined that the health care needs of the citizens of its service area would be best served by retaining Physician as Hospital's employee as an outpatient internal medicine physician;

WHEREAS, the Hospital views the employment of Physician to provide care to the residents of its service area through the Hospital as an essential part of its continuing responsibility to the community and to operate for the benefit of the general public;

WHEREAS, the Hospital has determined that the terms of this Agreement are fair and reasonable;

WHEREAS, the Hospital, following careful review and consideration of the terms hereinafter set forth and following extensive negotiations with Physician concerning the same, is willing to enter into this Employment Agreement ("Agreement") with Physician; and

WHEREAS, the parties hereto desire to provide a full statement of their agreement in connection with the employment of Physician by the Hospital.

PLAINTIFF'S EXHIBIT 20
PENGAD 800-631-6989

NOW, THEREFORE, in consideration of the foregoing and of the mutual terms and conditions contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties do agree as follows:

1. Employment

: The Hospital hereby employs the Physician and the Physician hereby accepts employment by the Hospital upon the terms and conditions hereinafter set forth.

2. Effective Date, Commencement Date and Term

: The "Effective Date" of this Agreement shall be the date first above noted while the "Commencement Date" shall be on or before April 1, 2020. The term of this Agreement shall continue for three (3) years from the Commencement Date (hereinafter the "Term") unless and until sooner terminated as hereafter provided. Unless either party provides at least ninety (90) days written notice prior to the expiration of any then-current term, this Agreement will auto-renew for additional one year periods.

3. Duties

:

(a) The Physician shall devote his full time and attention to the practice of medicine, specializing in the provision of those physician services generally performed by outpatient internal medicine physicians while managing the care of patients at times and locations designated by Hospital ("Services"). The Physician shall not, without the written consent of the CEO or Administrator of the Hospital, directly or indirectly perform medical services for another employer as an employee or independent contractor or for his own account, nor shall Physician engage in any other profession or business which would necessitate the Physician giving an appreciable portion of his time and effort to the detriment of the Hospital; provided, however, nothing herein shall be construed as preventing the Physician from investing his assets in such form or manner as will not require his services in the operations of the affairs of the company or companies in which such investment or investments are made. Except as otherwise expressly provided herein, Physician agrees that during his employment with the Hospital, he will not engage in the practice of medicine for or in his own account or for or with any other person or entity, unless such employment or relationship is approved in writing by the CEO or Administrator of the Hospital.

(b) Physician shall admit to and/or schedule facility procedures at the Hospital and, when making requests for consultation with, or referrals to, other physicians, shall refer such patients to physicians practicing at the Hospital, except when the patient expresses a contrary preference, the patient's insurer dictates otherwise, or, in the Physician's judgment, the referral is not in the patient's best medical interest. Notwithstanding the foregoing, the Hospital and Physician acknowledge that no part of the compensation to be paid to Physician hereunder constitutes compensation for or is otherwise intended to induce the referral of patients for any services or goods of the Hospital. The parties acknowledge that the requirements of this section are reasonably necessary to effectuate the legitimate business purpose of this Agreement and it is

the intent of the parties hereto that the requirements of this section be consistent with the provisions of 42 CFR § 411.354(d)(4).

(c) Physician shall provide the Services consistent with the guidelines set forth in **EXHIBIT "A"** attached hereto.

4. Direction of Services

: The Hospital shall direct, control and supervise the duties and work of Physician; provided, however, that the Hospital shall not impose employment duties or constraints of any kind which would require Physician to infringe upon the ethics of the medical profession or violate any applicable ordinance or law. The Physician shall perform all services with respect to the diagnosis, care and treatment of patients in such manner as the Physician, in the independent exercise of his medical judgment, deems to be in the best interest of the patients, subject only to the rules, regulations and decisions of the Medical Staff of the Hospital, and any rules, regulations, and decisions and clinical guidelines established by the Hospital. The Hospital shall be responsible for the development and implementation of management guidelines in support of Physician's practice of medicine including but not limited to standards, policies, record keeping and fees to be charged. Physician shall participate in such development and implementation as requested by the Hospital. The Hospital shall have the exclusive right to allocate the patients among its employees with due regard to the source of the patient, the specialty and skill of the employees, and the workload of the employees, and the Hospital shall have the final authority over acceptance or refusal for treatment of any person for whom professional services may be provided. The Hospital shall have the absolute right to determine the days and hours when Physician shall perform his duties; provided, however, the Hospital shall seek Physician's input on his schedule and provide advance notice with respect to location or schedule changes. Physician's regular work schedule shall be established by the Hospital, but will consist of four work days each week, in a manner to provide consistent coverage in conjunction with other physicians employed by or contracted with the Hospital to provide Services and with due regard for Physician's need and ability to coordinate all of his responsibilities hereunder.

5. Fees for Services

: The Hospital shall have the exclusive right to determine and establish fees to be charged by the Hospital for the professional services rendered by Physician. All income generated by Physician for his services as a physician shall belong to the Hospital, whether paid directly to the Hospital or the Physician. Physician hereby assigns to Hospital his right to claim any and all compensation for professional services rendered by Physician hereunder. This assignment includes any global payments or capitated arrangements which Hospital may have entered into that include professional medical services. Physician shall execute any agreements, powers of attorney or other documents necessary to authorize any patient, third party payor, class action settlements, or other person or entity, to pay any such fees directly to Hospital. This assignment by Physician shall automatically terminate with respect to professional services rendered by Physician following termination of this Agreement.

6. Relationship of Parties

: The relationship between Physician and Hospital is that of employee and employer. The relationship between Physician and Hospital shall not modify or affect any privileged relationship between Physician and the patients he treats.

7. Compensation

:

(a) Annual Compensation

. As compensation for services rendered to the Hospital during the Term of this Agreement, in whatever capacity rendered, the Physician shall be paid a base salary during the first year of the Term of this Agreement of Two Hundred and Seventy Five Thousand Dollars ($275,000.00) (the "Base Compensation"). In addition Physician shall receive a productivity bonus of Fifty Dollars ($50.00) per worked RVU in excess of 5,085 wRVUs per year (the "Productivity Bonus"). With the mutual agreement of the Hospital and Physician, this Productivity Bonus may be calculated and paid quarterly but will be trued up on an annual basis, and Physician will repay any overpayment on true up and upon termination. No bonus is payable subsequent to termination of Physician's employment. In year 2, should Physician's wRVU productivity drop below 2540 wRVUs in any six month period, Physician's Base Compensation shall be reduced by $50 per wRVU.

(b)

Withholding and Employment Taxes

. All compensation paid to Physician hereunder shall be subject to customary withholding and employment taxes as required by law.

(c) Commencement Bonus. Within 10 days of the Commencement Date, if Physician is employed by Hospital on a full-time basis, Physician shall receive a Commencement Bonus of twenty thousand dollars ($20,000). Such commencement bonus will be repaid by Physician on a pro rata basis (getting percentage credit for each month out of 12 for which Physician works for the Hospital) if Physician terminates this Agreement without cause in accordance with Section 14(b) below or Physician is terminated "for cause" prior to the end of the Term.

(d) Retention Bonus. Upon the one year anniversary of the Commencement Date, if Physician is still employed by Hospital on a full-time basis, Physician shall receive a retention bonus of twenty thousand dollars ($20,000). Such retention bonus will be repaid by Physician on a pro rata basis (getting percentage credit for each month out of 12 for which Physician works for the Hospital) if Physician terminates this Agreement without cause in accordance with Section 14(b) below or Physician is terminated "for cause" prior to the end of the Term. In addition, upon the second and third year anniversary of the Commencement Date, if Physician is still employed by Hospital on a full-time basis, Physician shall receive a retention bonus of twenty thousand dollars ($20,000). Such retention bonus will be repaid by Physician on a pro rata basis (getting percentage credit for each month out of 12 for which Physician works

for the Hospital) if Physician terminates this Agreement without cause in accordance with Section 14(b) below or Physician is terminated "for cause" prior to the end of the Term.

8. Fringe Benefits

: Physician shall be eligible to participate in the Hospital's various benefit programs and insurance plans available to all employees pursuant to the rules of enrollment and eligibility as set forth in the Hospital's benefit plans, as amended from time to time.

9. Professional Insurance

:

(a) Insurance Coverage

. The Hospital agrees to carry, at its sole cost and expense and throughout the term of this Agreement, professional liability and such other forms of insurance which shall be selected by the Hospital (such as public liability insurance) covering Physician in his capacity as an employee hereunder and in amounts equivalent to the coverage required by the Hospital's Medical Staff Bylaws. Upon termination of Physician's employment for any reason, the Hospital shall be entitled to receive from Physician, an amount equal to the cost of professional liability insurance premiums paid on behalf of Physician for any period after termination of Physician's employment, except as provided in subsection (c) below. The Hospital reserves the right to withhold any monies otherwise due or payable to Physician hereunder upon termination to offset the cost of any professional liability insurance premium already paid by Hospital.

(b) Physician Termination of Employment

. Upon termination of employment by Physician prior to the expiration of the Agreement without cause, Physician shall be required to purchase an extended reporting endorsement ("tail coverage") in an amount equal to the usual and customary coverage maintained for other internal medicine physicians of the Hospital. If Physician fails to purchase the extended reporting endorsement ("tail coverage") required pursuant to this Section 9(b), Hospital may acquire the tail coverage and offset the cost of such usual and customary physician tail coverage against any amounts otherwise owed to Physician.

(c) Hospital Termination of Employment

. Upon (i) termination of employment by Hospital without cause, (ii) termination of this Agreement by Physician with cause, or (iii) expiration of this Agreement without renewal or early termination, Hospital shall be required to purchase an extended reporting endorsement ("tail coverage") in an amount equal to the usual and customary coverage maintained for other physicians of the Hospital or by other practitioners in the community.

10. Practice Support

: Physician shall be provided with reasonable office space for the conduct of the practice of medicine as well as office and stenographic support, and such other facilities and services, as

deemed suitable by the Hospital and necessary and appropriate for the performance of Physician's duties hereunder. The Hospital shall retain sole and exclusive right to make all final decisions with respect to hiring and firing personnel, selecting and acquiring equipment, and practice management companies and personnel.

11. Patient Records

: All case records, case histories, x-ray films, digital images, or personal or medical files pertaining to patients of the Hospital, or patients consulted, interviewed or treated or cared for by the Physician are and shall remain the property of the Hospital. The Physician acknowledges that the list of the Hospital's patients along with all case records, case histories, x-ray films and patient files are valuable, special and unique assets of the Hospital's business. Except in the normal course of Physician's practice of medicine, the Physician will not, during or after the term of his employment, disclose any of the above-mentioned assets or any part thereof to any person, firm, corporation, association or other entity for any reason or purpose whatsoever. Any request by a patient for transfer or release of patient records shall be dealt with by the Hospital in such manner so that Physician's legal and ethical obligations to patients are satisfied. Notwithstanding any provision to the contrary herein, Physician shall be entitled to reasonable access to, and permitted to obtain copies of, any patient medical records, including but not limited to, case records, case histories, x-rays films, digital images or personal or medical files pertaining to patients of the Hospital, or patients consulted, interviewed, or treated or cared for by the Physician as necessary to assist in the defense of any professional liability action. In the event of a breach or threatened breach by the Physician of the provisions of this paragraph, the Hospital shall be entitled to appropriate equitable relief as well as any and all remedies at law.

12. Vacation, Continuing Education and Leaves of Absence: During the Term of this Agreement, Physician shall be entitled to twenty-nine (29) days of paid leave per employment year (consistent with the Earned Time Off Benefit section of the Flex Plan Benefits Booklet). Physician shall also be entitled to five (5) days for continuing medical education (CME) per employment year. The Hospital will reimburse Physician for registration and travel expenses associated with CME up to Three Thousand Five Hundred Dollars ($3,500.00) per employment year. Leaves of absence (whether earned time off or CME) should be approved in advance by the Hospital in writing. Accrued vacation or leave days must be used in the employment year they are accrued. Unused vacation or leave days will not be available in any subsequent employment year, nor will such days result in additional compensation.

1. Standards

: The Physician shall perform his duties under this Agreement in accordance with such standards of professional ethics and practice as may from time to time be applicable during the term of his employment hereunder, applicable state and federal laws and regulations, Standards of Joint Commission on Accreditation to the extent applicable, the rules and regulations of the State of Board of Public Health and the applicable portion of the Medical Staff Bylaws of the Hospital, as the same may from time to time be amended.

12. Termination

(b) Termination Without Cause

. This Agreement may be terminated without cause; i) at any time by the mutual written consent of the parties, or ii) upon written notice by either party for a termination date at least ninety (90) days following the date of such notice. In the event of such termination, the Hospital shall pay to Physician the prorated equivalent of his salary up to the date of termination.

(c) Automatic Termination for Cause

. This Agreement shall, at the option of the Hospital, terminate immediately without any requirement of notice by either party to the other in the event of any of the following occurrences:

(i) Loss or suspension of Physician's license to practice medicine;

(ii) Loss or suspension of or inability to obtain DEA Registration;

(iii) Physician is charged with commission of a crime involving moral turpitude;

(iv) Cancellation of Physician's coverage under, or his insurability under, the professional liability policy provided pursuant to this Agreement;

(v) Any intentional misrepresentation of material facts or material circumstances to the Hospital;

(vi) Any act by the Physician which is intended to cause harm or damage to the Hospital or any patient or employee of the Hospital;

(vii) The adjudication of the Physician as a bankrupt or the appointment of a receiver for her;

(viii) Physician is elected to or accepts employment with a public office that pursuant to law is a restriction or limitation upon the rendering of professional medical service;

This Agreement may not be terminated by either party except as follows:

(a) Termination by Death or Disability

Upon the death of Physician or, ninety (90) days following Physician's becoming totally disabled, this Agreement shall immediately terminate and Physician or Physician's personal representative, as the case may be, shall be paid an amount representing the prorated equivalent of his salary through the date of his death or in the event of total disability the amount payable under Paragraph 20(c) hereof. "Total disability" shall be determined pursuant to Paragraph 20(a)(i) hereof.

(ix) Physician becomes legally disqualified to practice medicine in the State of Alabama;

(x) Physician fails to satisfy any one of the qualifications set forth in Paragraphs 15 and 16 hereof;

(xi) Physician materially breaches any of the terms or conditions contained in this Agreement; or

(xii) Hospital determines, in its sole discretion, that Physician has engaged in the abuse of alcohol, drugs or any other substance that impairs the Physician's ability to perform the duties and services required by this Agreement. (In the event Hospital suspects abuse of alcohol, drugs or any other substance, Physician agrees to promptly submit to mandatory testing.)

Upon termination of this Agreement for cause, no further compensation shall be payable hereunder, except for compensation for services rendered prior to the date of termination.

(d) Material Change in Law

. In the event any material change in any federal or state law or regulation creates the likelihood of sanction or penalty based on the terms of this Agreement or would prohibit the Hospital from billing for or receiving payment for any services provided by Hospital or Physician because of the terms of this Agreement, then this Agreement shall terminate upon thirty (30) days' notice of such change or the effective date of such change (whichever is earlier). Upon termination of the Agreement under this Paragraph 14(d), the Hospital shall pay to Physician the prorated equivalent of his salary up to the date of termination, provided payment of such amount does not (in opinion of Hospital counsel) violate applicable state or federal law.

(e) Termination within One Year. Should this Agreement be terminated within one year from the Commencement Date for any reason whatsoever, the Parties agree that they will not enter into a new agreement for the services to be provided herein until the expiration of one year from the Commencement Date.

13. Qualifications

: It is expressly understood and agreed that continuation of the Hospital's obligations under and Physician's employment pursuant to this Agreement shall be dependent on Physician continuously:

(a) Holding an unrestricted license to practice medicine in the State of Alabama;

(b) Obtaining and continuously maintaining membership in good standing on the Hospital's Medical Staff with appropriate privileges pursuant to Paragraph 16;

(c) Holding unrestricted state and federal authority to prescribe and administer all drugs and pharmaceutical agents necessary or customary in the practice of medicine;

(d) Being eligible to provide medical services which are covered services under Titles XVIII and XIX of the Social Security Act;

(e) Participation in Blue Cross/Blue Shield Preferred Medical Doctor Program (PMD) or successor program;

(f) Subject to short-term illness or disability, being physically, mentally, and emotionally fit to engage in the practice of medicine; and

(g) Performing the matters required hereunder in accordance with all applicable local, state and federal laws and regulations and all rules and regulations of the State Board of Public Health.

It is the responsibility of Physician to notify the Hospital immediately if he shall cease or fail to meet any of the qualifications stated above.

14. Medical Staff and Clinical Privileges

: This Agreement is conditioned upon Physician's obtaining and continually maintaining active Medical Staff appointment and clinical privileges on the active Medical Staff of the Hospital commensurate with the Services he shall be performing pursuant to this Agreement.

15. Automobile Insurance

: Physician agrees to carry liability insurance coverage on his personal vehicle with limits acceptable to the Hospital and shall provide evidence of such coverage to the Hospital.

16. Nondiscriminatory Care

: Physician shall provide services without regard to a patient's race, creed, color, sex, religion, national origin, or handicapping condition. Physician shall provide services to beneficiaries under the Medicare and Medicaid programs without discrimination.

17. Medicare Access to Books and Records

: In the event, and only in the event, that Section 952 of P.L. 96-499 (42 U.S.C. Section 1395x(v)(I)) is applicable to this Agreement, Physician agrees as follows: (a) until the expiration of four (4) years after the furnishing of such services pursuant to this Agreement, Physician shall make available, upon written request to the Secretary of the Federal Department of Health and Human Services or the Comptroller General of the United States, or any of their duly authorized representatives, this Agreement, and any books, documents and records of Physician necessary to certify the nature and extent of the cost of services pursuant to this Agreement; and (b) if Physician carries out any of the duties of this Agreement through a subcontract having a value or cost of Ten Thousand and No/100 ($10,000.00) Dollars or more over a twelve (12) month period with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary of the Federal Department of Health and Human Services or the Comptroller General of the United States, or

any of their duly authorized representatives, any subcontract, and books, documents and records of such organization necessary to verify the nature and extent of the cost of services provided pursuant to such subcontract.

18. Disability of Physician

:

(a) For purposes of this Agreement:

(i) The term "totally disabled" shall mean that Physician is unable, by reason of illness (physical or mental) or accident, to engage in the practice of internal medicine as determined in writing by a physician.

(ii) The term "partially disabled" shall mean that Physician is able to engage, to some extent, on behalf of the Hospital, in such medical practice but is unable, by reason of illness or accident, to devote the same amount of time to such practice as was devoted by him prior to the occurrence of such illness or accident.

(iii) In the event the Physician and Hospital are unable to agree upon the total disability or partial disability of Physician, either Hospital or Physician may immediately request of the other that a physician who is independent of Physician or Hospital determine whether Physician is "totally disabled" or "partially disabled." Upon such request, an independent physician shall be appointed as follows: One physician shall be appointed by the Physician, and one physician shall be appointed by the Hospital. The two selected physicians shall then select a third physician who shall serve as the independent physician. The independent physician shall complete an examination of the Physician within ten (10) days after his appointment. The determination of the independent physician shall be binding on all the parties hereto, including the Physician's personal representative. If either the Physician or the Hospital shall fail to designate a physician as provided herein within five (5) days of the request for appointment of an independent physician, the physician selected by the other party shall make the determination contemplated in this Paragraph 20(a)(iii), and his determination shall be final, conclusive and binding upon both parties.

(b) In the event Physician is partially disabled, the Hospital shall continue to pay to Physician for a period not to exceed ninety (90) days an amount equal to the pro rata Base Compensation amount under Paragraph 7(a); provided, however, that for so long as Physician remains partially disabled, the Base Compensation payments made to Physician by the Hospital under this Paragraph 20(b) shall be prorated based on the actual hours worked by Physician and shall be reduced by the amount of any amount paid or payable to Physician under the disability policy provided by the Hospital pursuant to Paragraph 8.

(c) In the event Physician is totally disabled, Hospital will continue to compensate Physician for a period not to exceed ninety (90) days from the date of such disability at the rate of one hundred (100%) percent of the Base Compensation amount set forth in Paragraph 7(a), less any amount paid or payable to Physician under the disability policy provided by the Hospital pursuant to Paragraph 8.

(d) A period of disability may be continuous or broken. If broken into periods of disability separated by intervening periods of work, there shall be aggregated together all such periods of disability except those occurring prior to the time when any single period of work extended for six (6) months or longer, and such aggregate periods of disability shall be treated as a single period of disability.

19. Restriction During Term of Agreement

: Without limiting any other obligation of the Physician hereunder, the Physician will be subject to the restrictions set forth in this Section 21.

(a) Own or Manage

. Physician will not, without the specific written consent of the Hospital, directly or indirectly own, manage, operate, control, be employed by or participate in, or be connected in any manner with, the ownership, management, operation or control of any business which is involved in or connected with the practice of medicine or any business then being conducted by the Hospital.

(b) Furnish Medical Treatment

. The Physician will not, except as may be required by applicable law or any ethical or professional standards applicable to the Physician's professional practice of medicine, or as the Hospital may require, from time to time, other than pursuant to this Agreement, or as the Hospital may have approved in writing furnish medical treatment to any patient or provide medical services to or on behalf of any hospital, clinic or other health care facility.

(c) Non-Solicitation

. During the term of this Agreement and for the period of one (1) year following the expiration or termination for any reason of this Agreement, the Physician will not, for any purpose whatsoever, directly or indirectly (i) induce or attempt to induce any employee of the Hospital to leave the employ of the Hospital, or in any way interfere with the employment (or any other) relationship between the Hospital and any employee of the Hospital; or (ii) induce or attempt to induce any patient, customer, supplier, licensee, or business relation of the Hospital to cease or materially diminish its business (or any other) relationship with the Hospital, or in any way interfere with such relationship(s).

(d) Conflict with Agreement

. Physician will not engage in any activity that conflicts with the performance of the services required under this Agreement or the promotion of the interests, business, goodwill and welfare of the Hospital.

(e) Disparage or Discredit

. The Physician will not disparage the Hospital or do anything with the intent of bringing discredit upon the Hospital. This Section 21(e) will survive termination of this Agreement.

(f) Confidentiality/Non-Disclosure

. The Physician will not, directly or indirectly, for any purpose whatsoever, use or disclose any Confidential Information (defined below), except (i) as the Hospital may authorize in writing; (ii) as required by applicable law; or (iii) to other employees and agents of the Hospital, to the extent necessary to enable the Hospital to conduct its business. As used in this Agreement, "Confidential Information" means confidential or proprietary information relating to the medical practice and business of the Hospital, including without limitation, trade secrets, patient, customer and supplier lists, pricing and billing information and policies, marketing arrangements, strategies, business plans, overhead factors, bidding techniques, internal performance statistics and training manuals. This Section 21(f) will survive termination of this Agreement.

20. Billing Information

: Physician shall provide to Hospital in a timely and accurate manner all reasonable documentation needed or requested by Hospital for billing, bookkeeping or other business purposes including, but not limited to, any form or contracts for third party reimbursement or other purposes, CPT and ICD codes for services rendered by Physician or staff under Physician's direction and any requests for additional clinical information by third party payors.

21. Compliance Program

: Physician shall cooperate in and comply with the Hospital's compliance program and the policies and procedures thereof or applicable thereto and shall cooperate with the Hospital and its compliance officer in any audit or review pursuant to such compliance program or policies.

22. Financial Relationships

: Neither Physician nor any member of Physician's family may have a financial relationship (including an employment relationship) with Hospital that is related to the provision of designated health services (as defined at Section 1877 of the Social Security Act) during the term of this Agreement unless Hospital provides express written consent. Consent will be given or withheld, in Hospital's sole discretion, based upon the perceived impact such a relationship could have to this transaction because of the application of Section 1877 of the Social Security Act (or similar state or federal legislation). Physician certifies that, as of the effective date of this Agreement, no such relationship exists. Physician shall give Hospital written notice within five (5) business days following the creation of such relationship during the term of this Agreement or any extension or renewal hereof.

23. Miscellaneous

:

(a) Benefit

. This Agreement shall bind all the parties hereto, their respective heirs, executors, administrators and assigns, but nothing contained herein shall be construed as an authorization or right of any party to assign his rights or obligations hereunder, except, however, that Hospital may assign this agreement without consent of Physician to a wholly owned subsidiary or an affiliated corporation wholly owned, directly or indirectly, by it or one of its owners.

(b) Entire Agreement

. This instrument contains the entire agreement of the parties and may not be changed except by a writing signed by the party against whom the enforcement of any waiver, change, extension, modification or discharge is sought.

(c) Waiver

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

(d) Notices

. Any and all notices required or permitted to be given under this Agreement will be sufficient if furnished in writing and delivered by hand or sent by registered mail to his last known residence in case of Physician or to its principal office in Cullman, Alabama, in the case of the Hospital.

(e) Approved by Hospital

. The provisions of this Agreement requiring the consent, approval or designation of the Hospital shall have been so consented, approved or designated when done in writing and signed by the CEO or Administrator of the Hospital.

(f) Governing Law

. This Agreement shall be interpreted, construed and governed according to the laws of the State of Alabama.

(g) Paragraph Headings

. The paragraph headings contained in this Agreement are for convenience only and shall in no manner be construed as part of this Agreement.

(h) Severability

. If any provision, term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall be declared invalid or unenforceable, the remainder of the Agreement and the application of any term or provision to persons or

circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect.

(i) No Third Parties

. This Agreement is expressly between the parties hereto and is not intended to provide any benefit to any third party, and any party not a party to this Agreement is hereby expressly excluded as a third party beneficiary hereunder.

(j) No Assignment

. Except as otherwise noted in this Agreement, Physician shall not assign any of his rights or delegate any of his duties under this Agreement without the prior written consent of Hospital, which consent may be withheld in Hospital's sole discretion. The Hospital may assign this agreement to any affiliate or subsidiary. Any unauthorized attempted assignment by Physician shall be null and void and of no force or effect.

(k) Compliance, Fraud and Abuse

. Each party hereto represents that it has not been excluded from participating in Medicare, Medicaid, or any other federal or state health care program and has not been suspended, excluded, or debarred by any governmental entity and is not aware of any such pending or threatened action or any fact or circumstance that would give rise to such action being taken against such party. Each party agrees to notify the other if this representation is no longer accurate or complete. The parties hereto covenant and agree that this Agreement and the actions of each party related thereto, are intended to be in full compliance with all applicable state and federal health care laws, rules, and regulations, including but not limited to, the Stark Law (42 U.S.C. § 1395nn) and the Anti-Kickback Statute (42 U.S.C. § 1320a-7b).

(l) Other Contracts

. This Agreement makes specific reference to the Master Contract List maintained by the Hospital with regard to any other contracts or arrangements with Physician.

(m) Counterparts

. This Agreement may be executed in counterparts, each of which will be deemed to be an original, and all of such counterparts will together constitute one and the same Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above noted.

HOSPITAL:

CULLMAN REGIONAL MEDICAL CENTER, an Alabama health care authority subsidiary

By: _____
James Clements, President/CEO

PHYSICIAN:

_____
Hans Nottinger, M.D.

EXHIBIT "A"

GUIDELINES FOR PROVISION OF SERVICES

In addition to the other duties outlined in the Agreement, Physician shall:

- Provide outpatient on-call coverage for the Hospital and consistent with the Hospital's Medical Staff Bylaws.
- Perform administrative services as reasonably requested by Hospital for the enhancement of the outpatient internal medicine services for the Hospital.

Transaction Type Payment

Row Labels	Sum of Transaction Amount	Sum of Activity Month Number
JAN	**-88247.47**	**250**
2022	**-88247.47**	**250**
Alam , Shahdeen	-18463	60
Brimer, Thomas Cameron	-9992.83	53
Gonzales MD, Richard D	-8326.03	24
Mangum CRNP, Andrea N	-8007.91	36
Morgan MD, John	-1864.7	7
Noffsinger MD, Hansel	-34475.95	50
Studdard MD, Caroline	-7117.05	20
FEB	**-132819.55**	**646**
2022	**-132819.55**	**646**
Alam , Shahdeen	-27296.16	158
Brimer, Thomas Cameron	-14298.09	112
Gonzales MD, Richard D	-7301.91	58
Mangum CRNP, Andrea N	-12525.9	84
Morgan MD, John	-12947.62	44
Noffsinger MD, Hansel	-46855.61	136
Studdard MD, Caroline	-11594.26	54
MAR	**-131657.73**	**984**
2022	**-131657.73**	**984**
Alam , Shahdeen	-12616.33	189
Brimer, Thomas Cameron	-14885.07	129
Gonzales MD, Richard D	-9607.44	99
Mangum CRNP, Andrea N	-16123.27	171
Morgan MD, John	-8989.11	87
Noffsinger MD, Hansel	-60036.72	222
Studdard MD, Caroline	-9399.79	87
APR	**-107760.24**	**1444**
2022	**-107760.24**	**1444**
Alam , Shahdeen	-16012.5	204
Brimer, Thomas Cameron	-10197.9	212
Gonzales MD, Richard D	-9232.73	180
Mangum CRNP, Andrea N	-12779.72	204
Morgan MD, John	-10960.49	192
Noffsinger MD, Hansel	-38929.32	320
Studdard MD, Caroline	-9647.58	132
MAY	**-106639.98**	**1835**
2022	**-106639.98**	**1835**
Alam , Shahdeen	-12621.88	300
Brimer, Thomas Cameron	-10257.35	225



Gonzales MD, Richard D	-5746.46	155
Mangum CRNP, Andrea N	-11650.44	270
Morgan MD, John	-7721.96	195
Noffsinger MD, Hansel	-46917.23	405
Studdard MD, Caroline	-10312.77	195
Tafazoli MD, Bahador	-1411.89	90
JUN	**-140429.53**	**2196**
2021	**-56612.38**	**438**
Alam , Shahdeen	-110	6
Gonzales MD, Richard D	-1300.31	66
Mangum CRNP, Andrea N	-6921.05	150
Noffsinger MD, Hansel	-48281.02	216
2022	**-83817.15**	**1758**
Alam , Shahdeen	-9669.65	264
Brimer, Thomas Cameron	-9719.02	174
Gonzales MD, Richard D	-6115.86	222
Mangum CRNP, Andrea N	-9022.29	234
Morgan MD, John	-5536.93	174
Noffsinger MD, Hansel	-33162.99	336
Studdard MD, Caroline	-5645.74	156
Tafazoli MD, Bahador	-4944.67	198
JUL	**-31257.28**	**623**
2021	**-31257.28**	**623**
Alam , Shahdeen	-823.4	42
Gonzales MD, Richard D	-2312.39	84
Mangum CRNP, Andrea N	-5296.23	175
Noffsinger MD, Hansel	-22825.26	322
AUG	**-57281.94**	**888**
2021	**-57281.94**	**888**
Alam , Shahdeen	-1779.66	72
Gonzales MD, Richard D	-3324.01	104
Mangum CRNP, Andrea N	-7967.27	264
Noffsinger MD, Hansel	-42776.79	392
Studdard MD, Caroline	-1434.21	56
SEP	**-101436.12**	**1539**
2021	**-101436.12**	**1539**
Alam , Shahdeen	-3473.23	153
Brimer, Thomas Cameron	-929.18	81
Gonzales MD, Richard D	-4961.52	180
Mangum CRNP, Andrea N	-26018.83	360
Noffsinger MD, Hansel	-61038.03	648
Studdard MD, Caroline	-5015.33	117
OCT	**-99261.76**	**1980**
2021	**-99261.76**	**1980**

Alam , Shahdeen	-25193	360
Brimer, Thomas Cameron	-2739.92	170
Gonzales MD, Richard D	-6906.77	260
Mangum CRNP, Andrea N	-10832.28	380
Noffsinger MD, Hansel	-45767.96	600
Studdard MD, Caroline	-7821.83	210
NOV	**-131488.19**	**2530**
2021	**-131488.19**	**2530**
Alam , Shahdeen	-26890.2	528
Brimer, Thomas Cameron	-13130.84	407
Gonzales MD, Richard D	-12522.98	363
Mangum CRNP, Andrea N	-11228.96	407
Noffsinger MD, Hansel	-58365.88	616
Studdard MD, Caroline	-9349.33	209
DEC	**-93690.36**	**2760**
2021	**-93690.36**	**2760**
Alam , Shahdeen	-17099.14	540
Brimer, Thomas Cameron	-6687.43	348
Gonzales MD, Richard D	-9437.33	324
Mangum CRNP, Andrea N	-15636.73	492
Noffsinger MD, Hansel	-36725.25	744
Studdard MD, Caroline	-8104.48	312
Grand Total	**-1221970.15**	**17675**

Allen Arnold

From: Robert Lockwood <Robert@lockwoodlawyers.com>
Sent: Monday, August 4, 2025 2:21 PM
To: Allen Arnold
Subject: RE: Hansel Noffsinger v. Cullman Regional Medical Center, Inc. - 5:24-cv-900-LCB
Attachments: Primary Care Payments.pdf

Categories: Smokeball

Allen:

Attached is a report showing amounts paid to the Hospital for each primary care provider from June 15, 2021 to June 15, 2022. I am told the "negative sign" has something to do with internal accounting and can be ignored. So, these aren't negative charges. They are the amounts of payment.

Let me know if it will work for your purposes.

Robert

Robert C. Lockwood

Lockwood & Associates

Robert C. Lockwood
Best Lawyers
Lawyer of the Year
2025
Litigation - Labor and Employment
Huntsville, Alabama

527 Fountain Row
Huntsville, Alabama 35801
(256) 400-4522
Robert@LockwoodLawyers.com

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From: Allen Arnold <ada@allenarnoldlaw.com>
Sent: Friday, July 25, 2025 11:26 AM
To: Robert Lockwood <Robert@lockwoodlawyers.com>
Subject: RE: Hansel Noffsinger v. Cullman Regional Medical Center, Inc. - 5:24-cv-900-LCB

Looking forward to hearing from you. Thank you for the extra time, I am sure you can use it too.

Allen D. Arnold, Attorney at Law
6 Office Park Circle, Suite 209
Mountain Brook, AL 35223
T: 205-252-1550
www.allenarnoldlaw.com

ALLEN D. ARNOLD
ATTORNEY AT LAW

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From: Robert Lockwood <Robert@lockwoodlawyers.com>
Sent: Friday, July 25, 2025 11:23 AM
To: Allen Arnold <ada@allenarnoldlaw.com>
Subject: Re: Hansel Noffsinger v. Cullman Regional Medical Center, Inc. - 5:24-cv-900-LCB

Allen:

No objection on the extension. Client is trying to determine what we can provide.

Robert

Get Outlook for iOS

From: Allen Arnold <ada@allenarnoldlaw.com>
Sent: Friday, July 25, 2025 10:39:20 AM
To: Robert Lockwood <Robert@lockwoodlawyers.com>
Subject: Hansel Noffsinger v. Cullman Regional Medical Center, Inc. - 5:24-cv-900-LCB

Robert,

In reviewing the materials, I believe the time frame of June 15, 2021 through June 15, 2022 is the appropriate time frame for production of revenues and/or actual payments related to each healthcare provider's services. My rationale is that Studdard appears to be hired on June 14, 2021, and Dr. Alam started on June 28, 2021, and then the other physicians, with the exception of Dr. Villar, were hired after that such that the production and burden should be limited.

I am out of town all of next week on a planned vacation. I will be available to talk, but also in a setting with children. If you don't mind, I'd like to ask the Court to move our response from August 4 to August 8, 2025.

Allen D. Arnold, Attorney at Law
6 Office Park Circle, Suite 209
Mountain Brook, AL 35223
T: 205-252-1550
www.allenarnoldlaw.com

ALLEN D. ARNOLD
ATTORNEY AT LAW

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STATE OF ALABAMA)

MADISON COUNTY)

AFFIDAVIT OF [redacted]

My name is [redacted] I am over the age of nineteen (19), and I am a legal resident of the state of Alabama. My address is [redacted] I have personal knowledge of the information contained in this affidavit.

I previously worked for Cullman Regional Medical Center ("CRMC") in Cullman, Alabama. I worked for CRMC as a [redacted] rom on or about [redacted] hrough on or about [redacted]. During my time with CRMC, I worked directly [redacted] [redacted] also worked with another Physician Hansel Noffsinger ("Dr. Noffsinger").

Dr. Noffsinger made sexually inappropriate comments towards me and other women on a regular basis. One time, as he was coming out of the bathroom, Dr. Noffsinger adjusted his pants in front of me and made a comment about the size of his penis. On another occasion, I contracted COVID-19 and informed Dr. Noffsinger of the same. Dr. Noffsinger responded by stating that I contracted COVID-19 "because I gave too much [oral sex]". Additionally, while speaking with Dr. Noffsinger and a former Nurse, [redacted], about whether there were cameras in the exit signs of the building, Dr. Noffsinger looked at [redacted] nd said, "let's find out", while gesturing towards his pants. I believe Dr. Noffsinger was insinuating that he and [redacted] [redacted] should have sex in front of the exit sign.

I also witnessed Stacey Graves ("Ms. Graves"), CRMC Office Manager, place her hands over her ears on several occasions while Dr. Noffsinger made sexually inappropriate comments. Ms. Graves stated, "I hear nothing". To my knowledge, Dr. Noffsinger was never reprimanded or punished for making sexually explicit or inappropriate comments in the workplace.



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The matters contained herein are true and correct based upon my personal knowledge.

DocuSigned by:
[redacted]
[redacted]

2/25/2021
Date

DocuSign Envelope ID: 5B7D652A-6E66-4E21-AE74-078407385C84

STATE OF ALABAMA)

MORGAN COUNTY)

AFFIDAVIT OF [redacted]

My name is [redacted] I am over the age of nineteen (19), and I am a legal resident of the state of Alabama. My address is [redacted] I have personal knowledge of the information contained in this affidavit.

I previously worked for Cullman Regional Medical Center ("CRMC") in Cullman, Alabama. I worked for CRMC as a [redacted] from on or about [redacted] through on or about [redacted] During my time with CRMC, I worked directly below [redacted] Hansel Noffsinger ("Dr. Noffsinger"), [redacted], and [redacted].

During my time at CRMC, I heard many sexually inappropriate and unprofessional comments made on a nearly daily basis by Dr. Noffsinger. One time, while I was alone with Dr. Noffsinger, he asked me "what do a vibrator and tofu have in common?" I replied, "I don't know." Dr. Noffsinger stated, "they're both meat substitutes!" I relied, "oh wow", because I could not believe that he said that to me. I walked away from him at that point. On another occasion, I asked Dr. Noffsinger about the blinking red light on the side of an exit sign, and whether the light was a camera to watch employees. Dr. Noffsinger acted as if he was going to unzip his pants and said, "boy if it is, I'd be in trouble."

I also witnessed Stacey Graves ("Ms. Graves"), CRMC Unit Manager, place her hands over her ears on several occasions while Dr. Noffsinger made sexually inappropriate comments. Ms. Graves stated, "I hear nothing". To my knowledge, Dr. Noffsinger was never reprimanded or

DocuSign Envelope ID: 5B7D652A-6E66-4E21-AE74-078407385C84

punished for making sexually explicit or inappropriate comments in the workplace. I did not ever witness any other CRMC employee make any sexually explicit remarks.

The matters contained herein are true and correct based upon my personal knowledge.



2/25/2021

Date

CULLMAN

MEMORANDUM

Confidential

To: Hansel Noffsinger, M.D.

From: Cullman Regional Administration

Date: March 18, 2021

Re: Results of Investigation, Reprimand and Parameters For Future Behavior

---

As was communicated to you in your conversation with Colin Luke, Pam Brown and Lisa Courtney on March 11, 2021, Cullman Regional has initiated an investigation concerning two affidavits from two former employees at Cullman Regional alleging you made inappropriate comments in their presence during work hours. The investigators discussed these allegations with you, and you admitted that you made off-color jokes in the work environment. Although you indicated that you asked permission from other employees before you made the off-color remarks, permission from a co-worker is not authorization to make off-color remarks in the workplace. Particularly as a physician and leader, you must refrain from any inappropriate remarks and should set an example for other Cullman Regional employees.

We do appreciate the candor you exhibited in responding to questions during the investigation. We also appreciate your commitment to avoid inappropriate comments in the future. However, your statements are not acceptable in the workplace and at Cullman Regional, and we do not want to condone them in any respect. We must take action to restore the correct environment in the workplace.

It is inappropriate and a violation of Cullman Regional policy for you to make off-color or sexually suggestive comments/jokes while working at Cullman Regional. Cullman Regional is hereby reprimanding you for inappropriate remarks and advises you that any further remarks in the workplace will subject to you to additional disciplinary action, up to and including termination. A copy of this reprimand will be placed in your personnel file.

4829-3955-4529.1



In addition, Cullman Regional is requiring you to attend a workshop on sensitivity training as soon as this session can be scheduled. Your participation in this seminar is a condition of your continuing employment with Cullman Regional. Pam Brown will work with you to schedule the seminar.

Feel free to ask for clarification if any of this is not clear. Please note that we reserve the right to supplement or revise this memo if additional facts emerge.

Discussed April 1, 2021
JJB 4/01/2021

4829-3955-4529.1

CULLMAN REGIONAL

SECTION: Human Resources		**Policy #: HR-166-113.04**
Subject:	**Employee Discipline and Misconduct**	
Category:	General	
Policy Owner:	Human Resources Director	
Reviewed By:	Human Resources Director	
Approval:	Senior Leadership Team	
Effective Date: 08/98	**Review Dates: 4/4/24, 9/18/23, 12/20/19, 12/31/16, 1/11/16**	**Revision Dates: 4/4/24, 9/18/23, 12/20/19, 12/31/16, 1/11/16**
Purpose: To establish a fair and uniform approach to the discipline process		

Statement of Policy

The management of Cullman Regional is charged with ensuring high quality patient care and services; therefore, employee efforts require adherence to high standards of work performance, work habits, and behaviors. The disciplinary procedure is a general guideline and does not have to be administered in precisely the exact order given in this policy. In those situations where employees fail to meet the standards and when conduct does not result in immediate termination, the use of progressive discipline may be necessary. It is the policy of Cullman Regional to examine each disciplinary case individually, considering the facts; the nature and extent of the incident and/or performance; and the past record and service of the employee before taking disciplinary action. Disciplinary guidelines will be followed depending upon the nature of the incident. All final written warnings, suspensions and terminations must be reviewed and approved by Human Resources prior to action being taken.

Procedure

1. An employee may receive a disciplinary action for poor work performance, improper conduct, or violation of facility policy and/or practice. Employees are to be placed on one (1) progressing disciplinary track in a rolling twelve (12) month period. For example, if an employee is given a verbal warning for attendance and has a performance infraction, the employee will receive a discipline action at the next progressive step, which is typically a first written warning. All disciplinary actions will be maintained in the respective employee's personnel file and recorded regardless of whether the disciplinary action is considered active or inactive. Any of the following types of progressive disciplinary actions may be given independently of any other and steps may be skipped depending on the severity of the offense, past performance, prior discipline, or other reasons.

   Corrections must be entered in Paycom along with any supporting documentation.

Verbal Warning	A documented acknowledgment of verbal notice given by the supervisor or manager directly to the employee.
First Written Warning	A written notice given to the employee by the supervisor or manager.
Final Written Warning	A final written notice given to the employee by the supervisor or manager after obtaining Human Resources' approval.
Disciplinary Suspension	A temporary interruption of employment, without pay, for a specified period, generally not to exceed five (5) days. Unpaid suspensions for exempt employees shall generally be in full-week increments. A disciplinary suspension will be used in conjunction with a final written warning. A disciplinary suspension is not considered to be a separate level of discipline. Human Resources approval required.
Probation	A specified period assigned in an effort to provide the employee with an opportunity to correct performance issues. Failure to improve performance within the probation timeframe may result in termination of employment. Human Resources approval is required.
Termination	Severing the employment relationship. Human Resources approval is required.

PLAINTIFF'S EXHIBIT 24 PENGAD 800-631-6989

2. Performance Improvement Plan (PIP): This is a specific plan of action, which may or may not be used in conjunction with the progressive disciplinary process, to bring unacceptable work performance or work behavior to department and/or organizational expectations. An employee receiving a PIP is on probation and may be discharged for any violation of rules or display of unacceptable behavior while on the action plan.
3. Formal supervisory referrals or voluntary referrals to Employee Assistance Program (EAP) may be included as a recommendation for correction of performance issues or personal issues that may be impacting work performance.
4. Employees who are on active discipline of a written warning or above are not eligible to apply for a new position. Employees become eligible to transfer in the following 6 months after successful completion of any written warning or final warning/probation.
5. Demotions and transfers also may be used at Cullman Regional's discretion to help resolve performance issues. Such actions and the use of a PIP require prior approval from the Director of Human Resources or his/her designee.

Types of Misconduct:

Cullman Regional uses a basic classification of the common types of misconduct. The administration of discipline should reflect the circumstances under which misconduct occurs and should generally follow the classification and disciplinary action sequence as outlined below. However, any of the types of progressive disciplinary actions may be given independently of the others, and steps may be skipped depending on the severity and frequency of the offense, past performance, and prior discipline. Initial steps may be omitted, or an employee may be subject to immediate termination. Factors such as seriousness of conduct, employment record, the employee's ability to correct the conduct, impact and effect on patients or customers, and surrounding circumstances will be considered in determining the discipline but will not require Cullman Regional to retain an employee strictly on that basis. Human Resources must be contacted before issuing a final warning or termination of employment.

The classifications are as follows:

- **Group A: Major**
  - Typical Disciplinary Action Sequence: Final written warning or immediate termination of employment.
- **Group B: Serious**
  - Typical Disciplinary Action Sequence: First written warning, final written warning, termination of employment.
- **Group C: Minor Misconduct**
  - Typical Disciplinary Action Sequence: Verbal warning, first written warning, final written warning, termination of employment.
    - **Group A Major Misconduct – Examples of Major Misconduct**
      - Falsifying any Cullman Regional record or document or providing false or inaccurate information to Cullman Regional or a government agency, customer, insurer, healthcare provider, accreditation/certification organization, or the like.
      - Inappropriate treatment of public, patients or staff.
      - Conduct contrary to recognized standards of morality or decency on Cullman Regional premises.
      - Infraction of Cullman Regional Compliance Program or HIPAA violation such as unauthorized access to, possession, use, copying, or reading of Cullman Regional records, or the disclosure of information contained in such records to unauthorized persons.
      - Theft, unauthorized use, and/or unauthorized possession of Cullman Regional property or the property of others while on Cullman Regional premises.
      - Causing destruction of, waste of, or damage to Cullman Regional property or the property of others while on Cullman Regional premises.
      - Failures to disclose personal gifts, money, or services received that are related to Cullman Regional business or service activity or violating Cullman Regional's Conflict of Interest policy.
      - Unauthorized possession or use of intoxicants or other behavior affecting substances on Cullman

Regional premises.

- Violation of the sexual harassment or other discriminatory harassment policies.
- Violation of the equal employment opportunity and non-retaliation policies.
- Unauthorized possession or use of any weapon on Cullman Regional premises.
- Fighting or similar behavior that is disturbing, threatening, or injurious to patients, employees, or others on Cullman Regional premises. Physical assault, threatening behavior or verbal abuse, or other acts of violence against another individual (refer to Violence in the Workplace policy).
- Conviction of a felony or violation of any state or federal statute with which the Cullman Regional must comply.
- Disregard safety regulations or common safe practices.
- Failure to report conduct on Cullman Regional premises or while conducting Cullman Regional business by a Cullman Regional employee that a reasonable person should know is criminal.
- Failure to render a service to a patient when such service is within the normal scope of an employee's duties—or is required in an emergency.
- Withholding information needed for the investigation of any incident by Cullman Regional authorities.
- Failure to report a violation of the Cullman Regional's corporate compliance program.
- Abandonment of assigned duties (walks off job).
- Sleeping while on duty.
- Other. This list is not exhaustive and should not be construed to limit Cullman Regional's right to include other types of conduct within this category.

- **Group B Serious Misconduct – Examples of Serious Misconduct**
  - Continued excessive unplanned absences or tardiness.
  - Failure to cooperate with Cullman Regional security officers in the performance of their duties.
  - Illegal conduct of any kind on Cullman Regional premises, not otherwise stated in Group A examples.
  - Conviction of a misdemeanor (including minor traffic violations when driving is required as part of the job responsibilities) if work performance could be affected.
  - Insubordination – the failure to carry out the specific directions or instructions of a supervisor or other person in authority.
  - Continued unacceptable work performance.
  - Leaving assigned work area during duty time without permission of a supervisor or other person in authority.
  - Inattention to duty such as loafing, wasting time or loitering while on duty.
  - Expiration of licensure or certifications, including life support certifications, required by one's job description, with immediate suspension without pay.
  - Failure to participate in mandatory training such as safety or compliance training.
  - Posting notices or signs of any kind on company property without permission.
  - Loud, boisterous, or inappropriate behavior which is not acceptable in a health care environment.
  - Use of abusive, intemperate, or foul language on Cullman Regional premises.
  - Smoking on Cullman Regional property.
  - Other. This list is not exhaustive and should not be construed to limit Cullman Regional's right to include other types of conduct within this category.
- **Group C Minor Misconduct – Examples of Minor Misconduct**
  - Failure to wear and properly display identification badge.
  - Unauthorized absenteeism or tardiness.
  - Failure to promptly report accidents or other incidents of concern to a supervisor.
  - Mischief, "horseplay," or conduct endangering others—or encroaching on their rights.
  - Eating in unauthorized areas or at unauthorized times on Cullman Regional premises.
  - Creating unsafe or unsanitary conditions or contributing to such conditions by acts of either commission or omission.

- Gossiping or spreading false or malicious information or rumors.
- Use of personal technological devices while on duty including, but not limited to cell phones, tablets, etc.
- Inappropriate use of Cullman Regional telephones, computers, or property for personal needs, as per Information Technology policies.
- Failure to comply with traffic and automobile parking regulations on Cullman Regional premises.
- Neglect of one's appearance, uniform, dress, or personal hygiene, or failure to comply with the Cullman Regional's (or a department's) approved personal appearance policy.
- Unacceptable work performance.
- Performing outside work that may interfere with Cullman Regional employment.
- Failure to comply with Cullman Regional's Timekeeping Policy.
- Other. This list is not exhaustive and should not be construed to limit Cullman Regional's right to include other types of conduct within this category.

Investigatory Suspension: An employee may be suspended pending an investigation into possible termination. During the time of suspension, the employee is on administrative leave and may not use accrued paid leave. If a decision is made not to discipline an employee, the employee will be paid for regularly scheduled hours missed because of the leave.

Misconduct during the Introductory Period: The disciplinary policy is applied to new employees during the introductory period; although, a disciplinary action during the introductory does not typically follow a progressive track. Unsatisfactory performance or any infraction of Cullman Regional rules or policies or other misconduct during this period may result in immediate termination of employment. Introductory employees are not eligible to use the grievance procedure.

Actions Taken in Addition to Employee Discipline: In addition to receiving disciplinary action (including termination), employees engaging in illegal or other inappropriate conduct may be reported to local law enforcement, administrative, or regulatory authorities as may be appropriate under state or federal law.

Related Links

Attachment(s):

References:

Signatures:

Electronic Approval on File: James Clements, President and Chief Executive Officer

Cullman Regional reserves the right to interpret, modify, terminate or revise this policy, in whole or in part, without notice. No provision in this policy is to be construed as an employment contract nor does it alter an employee's at-will status. Similarly, statements within this policy regarding behavior that may result in termination do not limit, in any way, the rights of the company to terminate employees to only those behaviors described. The employee remains free to resign his/her employment at any time for any or no reason without notice. Similarly, Cullman Regional reserves the right to terminate any employee for any reason or for no reason without notice.

Robert Lockwood

From:	Courtney, Lisa
Sent:	Friday, March 19, 2021 10:42 AM
To:	Albright, Kimberly
Subject:	Dr. Noffsinger RVU Bonus
Attachments:	Hans Noffsinger agreement 2020.pdf; Noffsinger Productivity Report Feb 2021.XLS

We owe Dr. Noffsinger a bonus of $50 per RVU once he hits 5085 during his contract year. April 2020 – Feb 28 2020 he did 5611 so 526 over so far. That's $26,300 that we owe him. He is on my butt about it. Can we please cut this today? I've attached his agreement and his RVU report.

Lisa Courtney
Vice President of Physician Services
Cullman Regional Medical Center
PO Box 1108
Cullman, AL 35056
Phone: 256-737-2592
Fax: 256-737-2596



Cullman Regional 0000057

HUDSON

PHYSICIAN RENEWAL CHECKLIST

Last Name NOFFSINGER First Name HANSEL M.I. — Title MD

Business Address 1948 AL. Highway 157 POB1 Suite 450 Email Address AnoffSinger6aol.com

City Cullman State AL Zip 35058 Renewal Effective Date April 6th 2021

Medical Specialty Internal Medicine ☐Surgery ☐Minor Surgery ☒No Surgery

Name of Broker _____

Since your last application, have any of the following occurred? If yes, please explain on the comments section below.

1.	Any changes in your professional corporation or unincorporated association?	☐Yes ☒No
2.	Any changes in the legal status of your corporation?	☐Yes ☒No
3.	Any additions or deletions of any physicians(s) or allied health care professional(s) to your practice?	☐Yes ☒No
4.	Changes in your specialty, classification or practical procedures?	☐Yes ☒No
5.	Changes in the status of your hospital privileges?	☐Yes ☒No
6.	Changes in the status of your board certification?	☐Yes ☒No
7.	Changes in your medical or narcotics license?	☐Yes ☒No
8.	Have any complaints been registered against you with your state licensing body, regulatory body, professional association, employer or healthcare facility at which you practice?	☐Yes ☒No
9.	Have you ever had a complaint, claim or suit brought against you for alleged sexual misconduct?	☐Yes ☒No
10.	Have you been admitted to or sought treatment from any mental health or chemical/substance abuse program?	☐Yes ☒No
11.	Has there been any change in status of any claim reported to your previous carrier? *(Example: settlement, dismissal or claim reopened)* or have there been any new claims reported to your previous carrier?	☐Yes ☒No
12.	Are you aware of any outstanding incidents, claims, or suits *(even if you believe the outstanding claim or suit would be without merit)* that you have not reported?	☐Yes ☒No
13.	Are you being investigated or have you been convicted of a misdemeanor *(other than traffic related)* or felony or is any such charge pending?	☐Yes ☒No
14.	Have Medicare or Medicaid authorities ever investigated or brought charges against you?	☐Yes ☒No
15.	Have you had or do you currently have any physical or mental condition, illness or defect?	☐Yes ☒No
16.	How many number of hours worked per week?	40
17.	How many number of patients seen per week?	45
18.	How many PA/NP need coverage?	1
19.	How many total of hours PA/NP worked per week?	40
20.	Do you participate in the Virginia Birth-Related Neurological Injury Compensation Program?	☐Yes ☒No

COMMENTS

PLAINTIFF'S EXHIBIT 26

PENMAD 800-631-6989

Robert Lockwood

From:	Courtney, Lisa
Sent:	Monday, April 12, 2021 12:02 PM
To:	Payrollgen
Cc:	Albright, Kimberly
Subject:	Dr. Noffsinger Payroll
Attachments:	March 2021 RVU Productivity Report.XLS; Hans Noffsinger agreement 2020.pdf

Good afternoon,

March is the last month of Dr. Noffsinger's contract year and his entire month his RVU's should be paid at his overage rate. I've attached the RVU report. His contract states $50 per RVU. We owe him $49,750 for March. It's also time for his retention bonus of $20,000. His contract is attached.

Lisa Courtney
Vice President of Physician Services
Cullman Regional Medical Center
PO Box 1108
Cullman, AL 35056
Phone: 256-737-2592
Fax: 256-737-2596

CULLMAN



RVU Productivity Report

Criteria: [Service Date: 03/01/2021 To 03/31/2021; Offices: 4; Billing Provider: HN; All Categories: 1 To: 999; All Codes: 000000 To: zzzzzz]

	Procedure Code	Units	RVU	Total	Average
Office: (4) Cullman Regional Family Care					
Category: (28) Category II Codes					
	1111F	4			
	3008F	13			
	3044F	2			
	3051F	2			
	3052F	1			
	3074F	26			
	3075F	18			
	3077F	29			
	3078F	23			
	3079F	27			
	3080F	23			
	Total for Category: (28) Category II Codes	168		0.00	0.00
Category: (39) Chemotherapy					
	J1030	10			
	J2360	5			
	J2550	1			
	J3420	7			
	Total for Category: (39) Chemotherapy	23		0.00	0.00
Category: (36) DME					
	G0439	1	1.92	1.92	
	Total for Category: (36) DME	1		1.92	1.92
Category: (27) Evaluation & Management					
	99080	74			
	99203	3	1.60	4.80	
	99204	7	2.60	18.20	
	99205	35	3.50	122.50	
	99211	10	0.18	1.80	
	99213	32	1.30	41.60	
	99214	211	1.92	405.12	
	99215	129	2.80	361.20	
	99374	1			
	99385	1	1.92	1.92	
	99386	1	2.33	2.33	
	99395	1	1.75	1.75	
	99396	1	1.90	1.90	
	99495	1	2.78	2.78	
	99496	4	3.79	15.16	
	Total for Category: (27) Evaluation & Management	511		981.06	1.92
Category: (8) General Surgery					
	17000	1	0.61	0.61	
	Total for Category: (8) General Surgery	1		0.61	0.61
Category: (47) INJECTIONS					
	0001A	1			
	J1885	24			
	J2405	5			
	J3301	44			
	Total for Category: (47) INJECTIONS	74		0.00	0.00
Category: (26) Medicine					
	90471	4	0.17	0.68	
	90472	3	0.15	0.45	
	90686	2			
	90707	1			
	90715	3			
	90746	1			
	93000	11	0.17	1.87	
	94640	1			
	96372	35	0.17	5.95	
	J7613	1			
	J7644	1			
	Total for Category: (26) Medicine	63		8.95	0.14
Category: (32) Miscellaneous					
	NOCHA	2			
	Total for Category: (32) Miscellaneous	2		0.00	0.00
Category: (25) Pathology/Laboratory					
	81003	5			
	81025	1			
	83036	4			

	85610	11			
	87426	4	0.00	0.00	
	87804	2			
	Total for Category: (25) Pathology/Laboratory	27		0.00	0.00
Category: (37) Services					
	G0179	4	0.45	1.80	
	G0180	1	0.67	0.67	
	Total for Category: (37) Services	5		2.47	0.49
	Total for Office: 4	875		995.01	1.14
	Report Total:	**875**		**995.01**	**1.14**

FILED
2026 Mar-05 AM 10:00
U.S. DISTRICT COURT
N.D. OF ALABAMA

Evid to Motion for Summary Judgment - Exhibit 38 - PART Three

Robert Lockwood

From: Courtney, Lisa
Sent: Monday, April 12, 2021 1:49 PM
To: Albright, Kimberly; Payrollgen
Subject: RE: Dr. Noffsinger Payroll

I will. We paid him in March for Feb because he has already hit the 5085 and we were trying to spread the hit to our financials.

From: Albright, Kimberly
Sent: Monday, April 12, 2021 12:40 PM
To: Courtney, Lisa <Lisa.Courtney@cullmanregional.com>; Payrollgen <Payroll@cullmanregional.com>
Subject: RE: Dr. Noffsinger Payroll
Importance: High

Lisa,

Can you run the last full year (April 2020 – March 2021) numbers so that we can do the proper calculation for his overage payment. Contract states RVUs over 5085 per year to receive payment. I just want to make sure that the number for March is the correct amount owed. Thanks!

(a) Annual Compensation

. As compensation for services rendered to the Hospital during the Ter Agreement, in whatever capacity rendered, the Physician shall be paid a base salary d first year of the Term of this Agreement of Two Hundred and Seventy Five Thousan ($275,000.00) (the "Base Compensation"). In addition Physician shall receive a pro bonus of Fifty Dollars ($50.00) per worked RVU in excess of 5,085 wRVUs per "Productivity Bonus"). With the mutual agreement of the Hospital and Physic Productivity Bonus may be calculated and paid quarterly but will be trued up on an anni and Physician will repay any overpayment on true up and upon termination. No payable subsequent to termination of Physician's employment. In year 2, should Ph wRVU productivity drop below 2540 wRVUs in any six month period, Physicia Compensation shall be reduced by $50 per wRVU.

(b)

From: Courtney, Lisa
Sent: Monday, April 12, 2021 12:02 PM
To: Payrollgen <Payroll@cullmanregional.com>
Cc: Albright, Kimberly <Kimberly.Albright@cullmanregional.com>
Subject: Dr. Noffsinger Payroll



Good afternoon,

March is the last month of Dr. Noffsinger's contract year and his entire month his RVU's should be paid at his overage rate. I've attached the RVU report. His contract states $50 per RVU. We owe him $49,750 for March. It's also time for his retention bonus of $20,000. His contract is attached.

Lisa Courtney
Vice President of Physician Services
Cullman Regional Medical Center
PO Box 1108
Cullman, AL 35056
Phone: 256-737-2592
Fax: 256-737-2596

Brown, Pam

From: Bill Walsh <wpwalsh@proventrainingsolutions.com>
Sent: Friday, April 23, 2021 7:48 AM
To: Brown, Pam
Subject: RE: Hans Noffsinger follow up
Attachments: Dr. Noffsinger Certificate.pdf; Cullman Training Invoice.pdf

Good morning Pam,

This "white paper" is confidential and for your eyes only - please do not forward it to Dr. Noffsinger.

I had what turned out to be, a very good training session with Dr. Noffsinger yesterday. The beginning of the session was more perfunctory where he assumed the role of the aggrieved victim - "other people were telling jokes and they're not in trouble; I'm being singled out; I've told jokes like that in the past and nothing happened, etc." I responded to him with a story about when I was a kid ..I complained to my dad that all my other friends were being allowed to do things and I wasn't - I said Jimmy Whitehead can do "x", why can't I? My father's response was, if Jimmy Whitehead jumped off the roof, would you?? I told Hans that his logic of "other people were allowed to do it" was eerily similar to the juvenile train of logic I tried to use as a boy. I then said that his intelligence was better than that. The rebuke followed by praise worked very well and his defensiveness was tremendously reduced. He really opened up and began buying into the training when we started going through the interpersonal behavioral trait portion of the program. He was "learning something new" and that was positive for him.

Ultimately, he was very open and honest about his interpersonal strengths and weaknesses. He identified...and I want to emphasize he selected these potential negative perceptions that people may have of him: he can talk too much and that sometimes his words can have a caustic sting; he can be overly concerned with the "appearance of things;" he may establish too "loose/fun" a culture with overly informal communication between staff; he can be seen by some as polarizing & incendiary and that he may be perceived or come across as impatient and pushy. His self-honesty was an important part of making the training successful. He acknowledged that even though he is an assertive/confident doctor, there is also a large part of him that is a "people person" who likes to be liked, accepted and recognized. I've never had a physician acknowledge the possibility of any interpersonal insecurities - he made the most insightful comment/observation I have ever heard from a physician in the 10 years of training with docs - "Bill, I'm very confident in my world as a doctor when I'm with my patients and their family, but I've now realized that it's NOT my world." I believe that he has now recognized that his ego is large part of his strength and his ego is an equally large part of his weakness. It's not the "doctor" part that gets him in trouble. it's when he allows the "people person/jokester/mouth open - brain stop" persona part of him to dominate his actions. His intelligence and drive is such that now that he has recognized and admitted this, it won't happen again...failing, personally or professionally, just isn't on his radar.

To help accomplish this, he developed the following action plan.

1. Be more respectful to staff and colleagues - think more of other people's perceptions & feelings before speaking 2. Be more cognizant of his strengths & weaknesses and not to allow his weaknesses to overplay his strengths 3. He only needs to be 51% correct in order to be right - this gives other people "emotional wiggle room" to save face - don't unintentionally rub people's noses in his being 100% right!
4. Be more empathetic around others

I've also attached his certificate of completion. I think it would mean more to him for you to send it to him than it coming from me...It was a very valuable training session with Dr. Noffsinger...thank you for the opportunity to work with you and Cullman Regional! I've also attached the invoice for the training (just call me on my cell and I'll take the AMEX #, charge it and email you a receipt.)

Sincerely

Bill

Bill Walsh



Toll Free: (800) 403-5456
Direct Cell: (602) 740-7750

Sensitivity Training - Change Management Training - Project Management Training - Customer Service Training - Management Training - Human Resources Training - Managing Remote & Offsite Employee Training - Performance Management Training - Diversity & Harassment Prevention Training - Time Management Training

-----Original Message-----
From: Brown, Pam <pam.brown@cullmanregional.com>
Sent: Tuesday, April 20, 2021 12:43 PM
To: Bill Walsh <wpwalsh@proventrainingsolutions.com>
Subject: RE: Hans Noffsinger follow up
Importance: High

Bill
I sent this yesterday. Resending but let me know if you did not receive?
Thanks. Pam

-----Original Message-----
From: Bill Walsh [mailto:wpwalsh@proventrainingsolutions.com]
Sent: Tuesday, April 20, 2021 11:21 AM
To: Brown, Pam <pam.brown@cullmanregional.com>
Subject: RE: Hans Noffsinger follow up

Hi Pam,

I'd like to send Dr. Noffsinger his training program and URL link to the virtual training room later this afternoon. If you could send me a copy of the anti-harassment policy. I'd appreciate it.

Thanks,

Bill

Bill Walsh
Toll Free: (800) 403-5456
Direct Cell: (602) 740-7750

Sensitivity Training - Change Management Training - Project Management Training - Customer Service Training - Management Training - Human Resources Training - Managing Remote & Offsite Employee Training - Performance Management Training - Diversity & Harassment Prevention Training - Time Management Training

-----Original Message-----
From: Brown, Pam <pam.brown@cullmanregional.com>
Sent: Monday, April 19, 2021 11:08 AM
To: Bill Walsh <wpwalsh@proventrainingsolutions.com>
Subject: Re: Hans Noffsinger follow up

Bill,
In meetings all morning. Will send policy this afternoon.
Please advise if you accept American Express or if we need to do a PO. Want to facilitate ASAP.
Thanks
Pam

Sent from my iPhone

> On Apr 19, 2021, at 10:05 AM, Bill Walsh <wpwalsh@preventivehrsolutions.com> wrote:
>
> Hi Pam
>
> I left you a voicemail but also wanted to circle back with an email. I
> talked with Dr. Nolfsinger this morning and he wants to put this in
> his rearview mirror ASAP. The training could be delivered as early as
> midweek. I would like to include the hospital's anti-harassment policy
> as part of the training (it always looks better to a 3rd party
> intervenor when we can show "proof-positive" the provider received
> again - and fully understands both expectations of behavior and the
> negative consequences of improper actions.)
>
> If you'll send me a copy of the policy, I'll include it as part of the training materials. Thank you.
>
> Bill
>
> Bill Walsh
> Toll Free: (800) 403-5455
> Direct Cell: (602) 740-7750
>
>
> I invite you to visit my new blog proventraining.blogspot.com
>
> Sensitivity Training - Change Management Training - Project Management
> Training - Customer Service Training - Management Training - Human
> Resources Training - Managing Remote & Offsite Employee Training -
> Performance Management Training - Diversity & Harassment Prevention
> Training - Time Management Training
>
>
> Please Note: This email originated from outside of your environment.

Please Note: This email originated from outside of your environment.

Please Note: This email originated from outside of your environment.

Robert Lockwood

From: Courtney, Lisa
Sent: Thursday, April 29, 2021 11:55 AM
To: Land, Schinley
Subject: FW: Virtual scribe pilot program

I'm not sure I would be opposed to doing this for providers like Noffsinger. I just don't know much about virtual scribes. Have you used them at all at Well Star?

From: Donaldson, Nesha
Sent: Thursday, April 29, 2021 7:52 AM
To: Courtney, Lisa <Lisa.Courtney@cullmanregional.com>
Subject: FW: Virtual scribe pilot program

Passing along.

From: Kyle Hagemann [mailto:KHagemann@imedx.com]
Sent: Wednesday, April 28, 2021 4:56 PM
To: Donaldson, Nesha <Nesha.Donaldson@cullmanregional.com>
Subject: FW: Virtual scribe pilot program

Hi Nesha!

I hope that you are having a great week thus far.

The purpose of my email is to introduce myself as the new executive responsible for Cullman Regional Medical Group.

iMedX views your organization as a strategic account and therefore is requesting feedback on a new virtual scribe pilot program. This solution pairs a best-in-class speech recognition technology with industry leading documentation services. In one mobile application that seamlessly connects to your electronic health record, physicians are able to utilize any of the three workflows listed below.

1. **Speech to Text** – Providers dictate directly into the medical record as they continue to own the clinical documentation throughout the patient encounter.

2. **Dictation to Transcription** – Providers dictate into the most accurate speech recognition platform on the market and the iMedX transcriptionist team takes over from there.

3. **Virtual Scribe** – Providers and patients engage in a natural dialog that promotes a comforting environment while the iMedX medical scribe handles the documentation.

Every physician brings a unique preference based on their technical capabilities, complexity of the visit type and many more unexpected variables. This one solution will meet them at their state of readiness while allowing you to



consolidate vendors, boost patient/physician satisfaction, improve overall documentation quality and reduce overall spend. iMedX is looking for 3 more physician groups to provide feedback on this pilot program ASAP and I was hoping to include you in the discussion. If you would have an interest, please let me know what date/time next week would work best for an initial call.

Thank you for letting me know either way. I am excited to have the opportunity to support Cullman Regional Medical Group moving forward.

Sincerely,

Kyle Hagemann
National Account Executive
iMedX, Inc.
O: 404.418.0096, Ext 1660
M: 414.426.5622
E: KHagemann@imedx.com

This message and any attachments, is intended only for the use of the person or entity to which it is addressed and may contain confidential or privileged information. If the reader of this message is not the intended recipient, or if you have received this message in error, please notify us immediately and delete this message.

Please Note: This email originated from outside of your environment.

May 3, 2021

[redacted] ame to me about a conversation that took place in the elevator on April the 29th as Dr. Noffsinger, [redacted] and [redacted] as leaving the building. [redacted] came to me and said "am just letting you know that Dr. Noffsinger made [redacted] upset or mad". He was talking about his new puppy that he was going to get in the parking lot, and he made several comments about his black dogs. The one that stood out the most to her was that he was anti-racist because he rescued black dogs because they are the top mostly euthanized.

After I had the conversion with [redacted] I went to Dr. Noffsinger and express that someone may have gotten upset about what was said in the elevator. He told me what happened and he was upset that he might have caused someone to be upset. He said that he would apologies if he needed to and let them know he was only talking about his dogs. I told him that this person had not come to me that it was another and that he just needed to be careful on what he said.

When I had a moment I asked [redacted] if I could speak to her in my office. [redacted] came into my office and I asked her if something had happen to make her upset or made, she said "No". I told her that is was brought to my attention the conversation that took place in the elevator and the other person seemed to think it bother [redacted]. [redacted] said that she was fine and that she herself had a black dog. There was nothing that she wanted to tell me or added. I expressed to her that she could come to me about anything, and to let me know if anyone says anything that would offend her. She said that she would but that nothing offended her and that she was OK.



Robert Lockwood

Subject:	Meeting with HR and Dr. Noffsinger
Location:	225
Start:	Tue 5/4/2021 4:30 PM
End:	Tue 5/4/2021 5:00 PM
Show Time As:	Tentative
Recurrence:	(none)
Meeting Status:	Not yet responded
Organizer:	Courtney, Lisa
Required Attendees:	Graves, Stacy; Brown, Pam (pam.brown@cullmanregional.com); Land, Schinley; 225 Meeting Room



Robert Lockwood

From: Land, Schinley
Sent: Friday, May 7, 2021 3:05 PM
To: Courtney, Lisa
Subject: Provider wRVUs

Lisa,

This may be a known issue but it was unexpected for me so I am sharing it. When calculating provider w/RVUs, we should not use the sum of w/RVUs calculations. Instead, we should be using the Sum of Bill Code w/RVUs. Stacy pulled the values for Drs. Chadband and Noffsinger and Nicole and noticed a significant variance and brought it to my attention. The values were as follows:

Provider	Sum of w/RVUs	Sum of Bill Code w/RVUs
Chadband	119.42	61.02
Mangum	129.2	54.38
Noffsinger	637.18	156.68

When I audited the raw charge data, I saw the majority of the discrepancy was due to charge reversals. After speaking with Tammy Waters in our billing office, I learned the majority of the reversals were actually corrections (add modifier/correct diagnosis linking, etc) but it does artificially inflate the sum of w/RVU column.

I was able to text with Chasity and share that we do need to use the sum of bill code w/RVU for any provider comp we calculate.

-schinley

Schinley Land
Execitive Director of Physician Services
Cullman Regional Medical Center
PO Box 1108
Cullman, AL 35056
Phone: 205-213-7790



Robert Lockwood

From:	Land, Schinley
Sent:	Monday, May 24, 2021 11:14 AM
To:	Noffsinger, Hansel
Subject:	FW: Hans Noffsinger Amendment 2021
Attachments:	Hans Noffsinger Amendment 2021.docx

Dr. Noffsinger,

The Amendment is attached for your review. Lisa and I did connect after she sent this email. She is comfortable going ahead and settling April, without waiting for the May close, if we can get this executed. Please let me know if you have any questions or concerns.

-schinley

Schinley Land
Executive Director of Physician Services
Cullman Regional Medical Center
PO Box 1108
Cullman, AL 35056
Phone: 205-213-7790

From: Courtney, Lisa
Sent: Monday, May 24, 2021 10:52 AM
To: Land, Schinley <Schinley.Land@cullmanregional.com>
Subject: Hans Noffsinger Amendment 2021

See attached. I backdated it to April 1 so we can do his April and May true up on the first pay period after close.

Lisa Courtney
Vice President of Physician Services
Cullman Regional Medical Center
PO Box 1108
Cullman, AL 35056
Phone: 256-737-2592
Fax: 256-737-2596

CULLMAN

PLAINTIFF'S EXHIBIT 34

PENGAD 800-631-6989

AMENDED EMPLOYMENT AGREEMENT

Hans Noffsinger, M.D.

THIS AMENDMENT to the Professional Services Agreement (Agreement) is entered into as of the 1st day of April, 2021 between **CULLMAN REGIONAL MEDICAL CENTER, a wholly owned subsidiary of an Alabama health care authority** (the "Hospital"), and **Hans Noffsinger, M.D.** (the "Physician").

RECITALS

WHEREAS, the Parties entered into the Agreement on January 31st, 2020 and Agreement Commenced April 1, 2020.

WHEREAS, the Hospital desires to employ physician to provide outpatient internal medicine professional medical services at the Hospital's facilities and clinics;

WHEREAS, pursuant to Section 7 (a), Annual Compensation will remain at base of Two Hundred and Seventy-Five Thousand Dollars ($275,000). Productivity bonus of Fifty Dollars ($50.00) per worked wRVU will be changed from excess of 5,085 wRVUs per year to Fifty Dollars ($50.00) in excess of 423.75 per month. Should Physician's wRVU productivity drop below 423.75 in any month, Physicians Base Compensation will be reduced by Fifty Dollars ($50.00) per wRVU. Physician's bonus pay or salary reduction true up will occur on pay period following prior month close.

WHEREAS, this amendment of the Agreement shall only modify the obligations discussed herein and leave all other provisions of the Agreement undisturbed.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above noted.

HOSPITAL:

CULLMAN REGIONAL MEDICAL CENTER, an Alabama health care authority subsidiary

By: _____
James Clements, President/CEO

PHYSICIAN:

_____
Hans Noffsinger, M.D.

Robert Lockwood

From: Courtney, Lisa
Sent: Monday, May 24, 2021 2:04 PM
To: Jada Haga (jada.haga@cullmanregional.com); Albright, Kimberly
Cc: Land, Schinley
Subject: Dr. Noffsinger amendment
Attachments: Scanned from a Xerox Multifunction Printer.pdf

Jada/Kim,

Since Dr. Noffsinger is hitting his RVU base monthly, we don't want to have huge swings/payouts every 6 months. We've done an amendment to his agreement so we will do a bonus or take back every month. I'm copying Schinley. We can pay his April (or take back) his amount for April on this pay check and then start in June doing it monthly.

I've attached his amendment here and will be putting it on the cabby.

Thanks,
Lisa

Lisa Courtney
Vice President of Physician Services
Cullman Regional Medical Center
PO Box 1108
Cullman, AL 35056
Phone: 256-737-2592
Fax: 256-737-2596



Robert Lockwood

From: Courtney, Lisa
Sent: Monday, May 24, 2021 4:45 PM
To: Haga, Jada; Albright, Kimberly
Cc: Land, Schinley
Subject: RE: Dr. Noffsinger amendment

That seems pretty high. The number we had was more in the 800's. Let us do some digging please.

-----Original Message-----
From: Haga, Jada
Sent: Monday, May 24, 2021 2:38 PM
To: Courtney, Lisa <Lisa.Courtney@cullmanregional.com>; Albright, Kimberly <Kimberly.Albright@cullmanregional.com>
Cc: Land, Schinley <Schinley.Land@cullmanregional.com>
Subject: RE: Dr. Noffsinger amendment

Attached are the RVU reports from SPM and CPM. According to the reports, he had 987.77 wRVUs for the month of April. Does that sound reasonable?

Thanks,

Jada Haga

-----Original Message-----
From: Courtney, Lisa
Sent: Monday, May 24, 2021 2:04 PM
To: Haga, Jada; Albright, Kimberly
Cc: Land, Schinley
Subject: Dr. Noffsinger amendment

Jada/Kim,

Since Dr. Noffsinger is hitting his RVU base monthly, we don't want to have huge swings/payouts every 6 months. We've done an amendment to his agreement so we will do a bonus or take back every month. I'm copying Schinley. We can pay his April (or take back) his amount for April on this pay check and then start in June doing it monthly.

I've attached his amendment here and will be putting it on the cabby.

Thanks,
Lisa

Lisa Courtney
Vice President of Physician Services
Cullman Regional Medical Center
PO Box 1108
Cullman, AL 35056
Phone: 256-737-2592
Fax: 256-737-2596



AMENDED EMPLOYMENT AGREEMENT

Hans Noffsinger, M.D.

THIS AMENDMENT to the Professional Services Agreement (Agreement) is entered into as of the 1st day of April, 2021 between **CULLMAN REGIONAL MEDICAL CENTER, a wholly owned subsidiary of an Alabama health care authority** (the "Hospital"), and **Hans Noffsinger, M.D.** (the "Physician").

RECITALS

WHEREAS, the Parties entered into the Agreement on January 31st, 2020 and Agreement Commenced April 1, 2020.

WHEREAS, the Hospital desires to employ physician to provide outpatient internal medicine professional medical services at the Hospital's facilities and clinics;

WHEREAS, pursuant to Section 7 (a), Annual Compensation will remain at base of Two Hundred and Seventy-Five Thousand Dollars ($275,000). Productivity bonus of Fifty Dollars ($50.00) per worked wRVU will be changed from excess of 5,085 wRVUs per year to Fifty Dollars ($50.00) in excess of 423.75 per month. Should Physician's wRVU productivity drop below 423.75 in any month, Physicians Base Compensation will be reduced by Fifty Dollars ($50.00) per wRVU. Physician's bonus pay or salary reduction true up will occur on pay period following prior month close.

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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above noted.

HOSPITAL:

CULLMAN REGIONAL MEDICAL CENTER, an Alabama health care authority subsidiary

By:
James Clements, President/CEO

PHYSICIAN:

Hans Noffsinger, M.D.



Robert Lockwood

From: Courtney, Lisa
Sent: Friday, June 11, 2021 9:49 AM
To: Land, Schinley
Subject: Noffsinger

Noffsinger is saying we owe him about $9-10K more. I told him that we would 100% confirm between now and next pay period and pay it by then. We are currently gathering data for an IRS payroll audit, so I need to make sure we are 10000% comfortable with what we are paying him.

Lisa Courtney
Vice President of Physician Services
Cullman Regional Medical Center
PO Box 1108
Cullman, AL 35056
Phone: 256-737-2592
Fax: 256-737-2596

CULLMAN



Robert Lockwood

From:	Courtney, Lisa
Sent:	Monday, June 28, 2021 8:27 AM
To:	Clinic Coordinators; Stephens, Chasity
Subject:	FW: June Cyber Training
Attachments:	June Cyber Training.xlsx

Please see attached. We have a lot of people on the list that need to complete their cyber training. Please help get this completed.

From: Donaldson, Nesha
Sent: Friday, June 25, 2021 12:37 PM
To: Brown, Charna <charna.brown@cullmanregional.com>; Smith, William <william.smith@cullmanregional.com>; Courtney, Lisa <Lisa.Courtney@cullmanregional.com>; Goodall, Todd <Todd.Goodall@cullmanregional.com>
Subject: Fwd: June Cyber Training

Please have your people complete this

Sent from my iPhone

Begin forwarded message:

> **From:** "Simpson, Sean" <Sean.Simpson@cullmanregional.com>
> **Date:** June 25, 2021 at 12:28:33 PM CDT
> **To:** "CRMC.Dept.Directors" <CRMC.Dept.Directors@crmchospital.com>
> **Cc:** "Donaldson, Nesha" <Nesha.Donaldson@cullmanregional.com>, "Brown, Charna" <charna.brown@cullmanregional.com>
> **Subject: June Cyber Training**
>
> All,
> Please see attached list of people that have yet to take the June training. We sent out a reminder yesterday to the people who have not taken the training. As I said in the Directors meeting, our completion percentage numbers have been real low which is resulting in a high percentage of people clicking on the phishing emails IT sends out. Thanks for your help.

Sean Simpson
Director of Information Technology
1912 AL Hwy 157
Cullman, AL 35056-1108
(256) 735-5266
sean.simpson@cullmanregional.com



Robert Lockwood

From: Land, Schinley <Schinley.Land@cullmanregional.com>
Sent: Monday, September 16, 2024 6:15 PM
To: Land, Schinley
Subject: FW: Transfer Request/Summary of Discussion

-schinley

Schinley Land
Executive Director of Physician Services
Cullman Regional Medical Center
1912 Alabama Highway 157
Cullman, AL 35058
Phone: 205-213-7790

From: Land, Schinley <Schinley.Land@cullmanregional.com>
Sent: Wednesday, June 30, 2021 8:13 PM
To: Brown, Pam <pam.brown@cullmanregional.com>
Subject: Re: Transfer Request/Summary of Discussion

Yes, she and Dr. Noffsinger are even speaking and communicating in a genuinely sincere manner!

-schinley
Sent from my iPhone

On Jun 30, 2021, at 4:04 PM, Brown, Pam <pam.brown@cullmanregional.com> wrote:

Thanks for the update on what appears to be a win!

From: Land, Schinley
Sent: Wednesday, June 30, 2021 3:13 PM
To: Brown, Pam <pam.brown@cullmanregional.com>
Subject: RE: Transfer Request/Summary of Discussion

There have not been any additional issues/concerns. She has taken on additional provider while being optimistic and supportive.

-schinley

Schinley Land
Executive Director of Physician Services
Cullman Regional Medical Center
PO Box 1108
Cullman, AL 35056



Phone: 205-213-7790
<image003.png>

From: Brown, Pam
Sent: Wednesday, June 30, 2021 10:37 AM
To: Land, Schinley <Schinley.Land@cullmanregional.com>
Subject: RE: Transfer Request/Summary of Discussion

Any follow up needed regarding [redacted] or has the situation/behavior normalized? Just trying to cover all of our issues in one day!! Thanks, Pam

From: Land, Schinley
Sent: Thursday, May 6, 2021 9:54 AM
To: Brown, Pam <pam.brown@cullmanregional.com>
Cc: Graves, Stacy <Stacy.Graves@cullmanregional.com>
Subject: Transfer Request/Summary of Discussion

Pam,

Stacy and I followed up with [redacted] yesterday regarding her statement that she wanted to transfer from Primary Care. A breakdown of the discussion is detailed as follows:

- I explained to [redacted] that [redacted] had shared the comment and we wanted to understand her wishes and discuss how we could work to support those while also honoring her planned vacation/leave.
- [redacted] advised that she does not want to transfer but would if she and Dr. Noffsinger cannot get along.
- [redacted] provided the following examples as explanation of her negative interactions with Dr. Noffsinger:
    - Last week: Dr. Noffsinger was on the elevator and made a comment about loving blacks/being a reverse racist. [redacted] indicated she knew he was talking about rescuing a black dog but didn't know if others on the elevator did. [redacted] said afterward, she reported the comment to [redacted] to keep people from misinterpreting his "odd comments".
        - When asked why she did not use the time on the elevator, in front of the people she was concerned about misinterpreting his comments, to make a statement that he was alluding to dogs, she did not have a reply. I provided an example statement that could have been used as clarification for all and brought others into the conversation about this positive action of rescuing a dog. Example: Dr. Noffsinger, it is so nice that you rescue these dogs. I did not know until you told me about their higher incidence of euthanasia in shelters.
    - Vague time frame, likely last year: [redacted] explained that Dr. Noffsinger can get offended at jokes. She said that awhile back, she joked with him, asking what his deal was with the "bean bag checks" and he got offended by it. These "bean bag checks" were actually breast exams. [redacted] continued to explain that "no patients were around" when she made the joke.
        - This joke, regardless of the audience, was inappropriate as it insinuated he had an ulterior motive for closing an important gap in care. I explained this to [redacted] and advised that while I want the office to be both a place of work and enjoyment, there is no room for inappropriate comments, regardless of the audience, about medical procedures, gender, sexual situations, race, religion, politics, etc.

Additionally, [redacted] had approached [redacted] after clinic Tuesday night and asked if she needed to pack her box because she was getting fired. [redacted] made these comments in front of [redacted] and [redacted] I let [redacted] know that [redacted] had relayed the conversation to me and I asked [redacted] if she felt it was appropriate to make those comments in front of others. She said she didn't think about it. I explained that comments like this can make others uncomfortable and cause discord within the office.

After hearing [redacted] comments and explanations, it seemed she had been on heightened alert for comments from others while simultaneously being unaware of her own inappropriate statements. To help set clear expectations for communication in our office and across the medical group, I outlined the following for [redacted]:

- Conversations are to be professional and respectful, avoiding inappropriate jokes or discussion of inflammatory issues as outlined above in this email.
- Consideration should be given to others, assuming the best regarding their intentions. If something is said or done that causes concern, make efforts to respectfully ask clarifying questions and listen for understanding rather than disagreement.
- In the event disagreements arise, each person has a responsibility to go to the other and get clarification/discuss any concerns.
    - If the two cannot reach agreement/resolution, they will escalate the concern to the manager for assistance. Further escalation would be to the Executive Director and then to HR for assistance.
    - I did specifically provide guidance that anyone can always come to the manager/executive director/hr as a sounding board if there are concerns about approaching a colleague without guidance.
- No gossip or behaviors that cause dissention within the practice/medical group will be tolerated.

[redacted] agreed with the expectations and indicated that this is all she has ever wanted for the practice. Afterward, we discussed practice needs for CMA and provider EHR training that will be considered as we work to optimize workflows and onboarding processes.

Please let me know if I can be of further assistance on this matter.

-schinley

Schinley Land
Executive Director of Physician Services
Cullman Regional Medical Center
PO Box 1108
Cullman, AL 35056
Phone: 205-213-7790
<image004.png>

Robert Lockwood

From: Land, Schinley
Sent: Wednesday, July 21, 2021 10:32 AM
To: Courtney, Lisa
Subject: Re: VRC - Issue

I became aware of the situation yesterday (not with this much detail) and connected with Susan. Stacy and I spoke about it. I provided the whys they couldn't accept the extra box (1-it should be done daily for HIPAA, 2-time/OT for the company we've contracted with and 3-we have to pay for each "bag" and things outside the bin are considered bags) and that we cannot continue to berate people. Stacy assured me she was speaking with him about it. I will connect with him as well.

-schinley
Sent from my iPhone

On Jul 21, 2021, at 10:24 AM, Courtney, Lisa <Lisa.Courtney@cullmanregional.com> wrote:

I'm deducting RVUs for everytime he yells at someone for stupid things.

From: Borden, Susan
Sent: Wednesday, July 21, 2021 10:21 AM
To: Land, Schinley <Schinley.Land@cullmanregional.com>
Cc: Courtney, Lisa <Lisa.Courtney@cullmanregional.com>
Subject: FW: VRC - Issue

Please see below regarding behavior by Dr. Noffsinger.

Thanks,
Susan

This email communication and any attachment thereto is protected from disclosure pursuant to the provisions of the Patient Safety and Quality Improvement Act [42 CFR Part 3] and other state and federal laws. Unauthorized disclosure or duplication is absolutely prohibited.

From: Jeff Knight [mailto:jknight@vrcofal.com]
Sent: Wednesday, July 21, 2021 10:20 AM
To: Borden, Susan <Susan.Borden@cullmanregional.com>
Subject: VRC - Issue

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Susan,

I'll do my best summarize what I was told by the employees that service CRMC and I'll be paraphrasing since this is secondhand information.



Two VRC employees have had negative interactions with Dr. Noffsinger - [redacted] and [redacted] These issues arose from declining to accept extra boxes of shred (per policy) from Dr. Noffsinger when servicing the secure VRC bins in suite 450 of POB 1. I'm aware of three instances in which the doctor created conflict and lambasted VRC employees for following the security processes we have in place but I've only been able to collect details regarding the two most recent incidents.

7/6/21 - Dr. Noffsinger berated [redacted] for not accepting his extra box and criticized VRC/CRMC processes. [redacted] states that Dr. Noffsginer then said, "You're just a company boy, aren't you?" in reference to [redacted] stating he was unable to take the box.

7/20/21 - Dr. Noffsinger once again berated [redacted] After this, the doctor then called into VRC customer service to "report" [redacted]. I took the call and the doctor then began to tell me that we have a "lazy employee" on our hands [redacted] and that our processes are not practical. He then told me that "we're done" at CRMC and he was going to ensure that we're fired.

[redacted] stated he had a similar run-in a few months ago but doesn't recall the details.

Thank you for your attention to this matter and please let me know if you need anything else.

Jeff Knight
Director of Client Services
VRC Companies, LLC
(O) 205-668-0554
www.vitalrecordscontrol.com
<Outlook-es5ybtfz.png>

Robert Lockwood

From: Brown, Pam
Sent: Thursday, August 26, 2021 12:53 PM
To: Courtney, Lisa
Cc: Colin Luke (colin.luke@wallerlaw.com)
Subject: RE: Confidential - Patient Exams

Lisa,
I am meeting with [redacted] on Monday at 830am as she is not available until then. She advises that another female she works with had a similar experience and wants to report. Based on Schinley's information earlier, I have additional questions for her.
My plan is to meet with her, assess next steps and develop a plan with Schinley, you and Colin.
Thanks, Pam.

From: Courtney, Lisa
Sent: Thursday, August 26, 2021 12:47 PM
To: Brown, Pam <pam.brown@cullmanregional.com>
Cc: Colin Luke (colin.luke@wallerlaw.com) <colin.luke@wallerlaw.com>
Subject: FW: Confidential - Patient Exams

Pam,

I know that you and Schinley talked today. Here is what she wrote up to me late Tuesday evening. We are still waiting on what the notes say and are talking to staff in the office to see if there was a CMA in the room. I'm copying Colin on this. Just tell me where we need to go from here.

Thanks,
Lisa

From: Land, Schinley <Schinley.Land@cullmanregional.com>
Sent: Tuesday, August 24, 2021 5:31 PM
To: Courtney, Lisa <Lisa.Courtney@cullmanregional.com>
Subject: Confidential - Patient Exams

Lisa,

As of today, I have received four, similar patient complaints regarding Dr. Noffsinger and his exams with female patients since May 2021.

- [redacted]
  - Patient saw MD as new patient. When the CMA, Whitney, called her to discuss labs, the patient asked if someone was supposed to be in the room when the doctor looked at her private parts. The CMA responded yes and directed the patient to the practice manager, Stacy Graves.
  - Stacy Graves did connect with the patient. The patient reported that she was there for neck pain and a sore in her nose. The patient said the MD talked to her for a few minutes then gave her a gown and told her to undress to her underwear. She said he left the exam room then returned a few minutes later. The patient said he did a breast exam but no one was in the room. The patient said she would not be back and did not need/want anything else from a resolution standpoint, she only wanted to make sure someone was aware of the situation.
  - Stacy made me aware of the situation. After investigation, it was determined that Whitney, the CMA was in the room. Due to the exam room structure, Whitney had walked into the room and was standing behind the physician. Unfortunately, the patient could not see her during the exam.



- On May 4th, I spoke with Dr. Noffsinger about the situation. While it was determined that this incident was appropriate, I advised that from that day forward, the provider should have a visible chaperone with him anytime he goes under outer clothing. The example was, even if he isn't doing a breast or pelvic exam but is listening for chest/breath sounds under a shirt/blouse, he should have a chaperone present for his own protection/comfort and the patents. Additionally, he should make sure he includes the chaperon's name in his visit notes for reference.
  - The practice manager has spot checked this on multiple occasions since 05/04/2021 and he has been including chaperone details in notes.

- [redacted]
  - The patient saw Dr. Noffsinger on 7/22, after the encounter, she presented to Human Resources (HR) and asked where she could file a complaint. HR directed her to me. She and I spoke in my office.
  - She reported that she had seen Dr. Noffsinger prior to 7/22. She said during the previous exam, she was lying on her back on the exam table when he pulled her shirt over her bra when he was listening to her heart. She said he pulled her bra up (from the gap of material) to put the stethoscope on her breast. She felt like her nipples were exposed when he did this. She also said he pulled her pants up-away from her midsection to press on her abdomen. She said she felt like he was doing it to see her panties.
  - [redacted] said she was uncomfortable during the exam but didn't feel comfortable confronting him about it either.
  - [redacted] came back to see Dr. Noffsinger on 7/22. She said that when she was brought back to the exam room on 7/22 by the CMA, she asked the CMA if she was going to be in the exam room with her. Sarah said she told the CMA that she didn't want to be alone with the MD.
  - [redacted] said the MD did come into the room and told her he would not be refilling her medications and that he wasn't going to see her anymore since she wasn't comfortable. Initially, I was under the impression from the patient that he verbally discharged her from the practice. However, after further inquiry, I learned from the patient that he mentioned we had Dr. Studdard, a new, female physician, starting and that our office would schedule her follow up with Dr. Studdard if the patient wished.
  - The patient is on Suboxone and other narcotics. She verbally expressed to me that she felt like Dr. Noffsinger was dismissing her as a patient and refusing to refill her medications in retaliation for her asking for the CMA to chaperone the entire visit.
  - **It is important to note, Dr. Noffsinger and I had discussed a few weeks prior to 7/22, his volume of patients on narcotics. He said what started as a few, one off patients had rapidly grown to a larger volume that he wanted to manage and he expressed a willingness to shift those patients to formal pain management programs. I agreed that this would be a good decision since the testing/requirements/follow up needed to do a formal pain management clinic was significant. For a few weeks prior to this 7/22 encounter, I was aware that he had transitioned several patients to pain management providers and did not feel his actions to her were retaliatory.

- [redacted]
  - The patient contacted me today after her 8/24/2021 visit with Dr. Noffsinger. She said she was concerned about her previous encounters with Dr. Noffsinger and was uncomfortable continuing to see him.
  - The patient reported she had seen him on at least 2 other occasions. She said she remembered on one visit, thinking the exam of where he listened to her heart was odd because he lifted her shirt to listen to her chest. She said she brushed it off. She said the next visit she recalled him not only lifting her shirt to listen to her chest but also shifted the stethoscope and put it on the outer part of her breast. She said at that point, she thought it was odd but dismissed it thinking that must be how it is done. She said today's exam was more than she was comfortable with. She said he again lifted her shirt, listening to her chest, moving to her breast and the slid his hand into her bra, touching nipples on both sides. She said she was very uncomfortable with this and did not want to ever see him as a patient again. She also stated that because she is a Cullman Regional employee, she has to see someone in our clinics but didn't want it to be him. She said that she has other co-workers that have told her they had similar experiences with Dr. Noffsinger. I did ask if a chaperone was in the room during this exam, she said no one was there any of these times but her and Dr. Noffsinger. While the notes were not completed at the time of me writing this, it does look like she has only seen him a few times over the past year. Most of which were before my 5/4/2021 conversation with the MD where I instructed him to not be without a chaperone during these or other private exams.

- [redacted]
  - One of the [redacted] for [redacted] mentioned in passing to me that she had seen Dr. Noffsinger as a patient early on. She said that she felt like he touched too much during the exam and was uncomfortable continuing her care with him so she found another doctor. She also said she had heard similar stories from others.

While 3 of the 4 of these scenarios occurred prior to the 5/4 discussion with Dr. Noffsinger, the pattern of four similar complaints in a short period of time does give me pause. After investigation, there was valid justification with the first

patient. The second patient had concerns from a previous visit but did come back for follow up care. Her biggest complaint was she felt like the medications were withheld in retaliation, which they were not. The practice manager report was a side conversation and would have also occurred before the 5/4 discussion. I would like to see if the notes from the 8/24 encounter indicate a chaperone was present and meet with the chaperone if given but in the meantime, I wanted to detail what has been shared with me to date in the event we have any additional concerns.

-schinley

Schinley Land
Executive Director of Physician Services
Cullman Regional Medical Center
PO Box 1108
Cullman, AL 35056
Phone: 205-213-7790

8/ [redacted] 8/30/20-

1) lifted shirt

2) comment on size of breasts
"take off bra unless you"
just the two

3) stethoscope on top of shirt
pulled bra down breasts
4) put hand down - and touched nipples
touched nipp

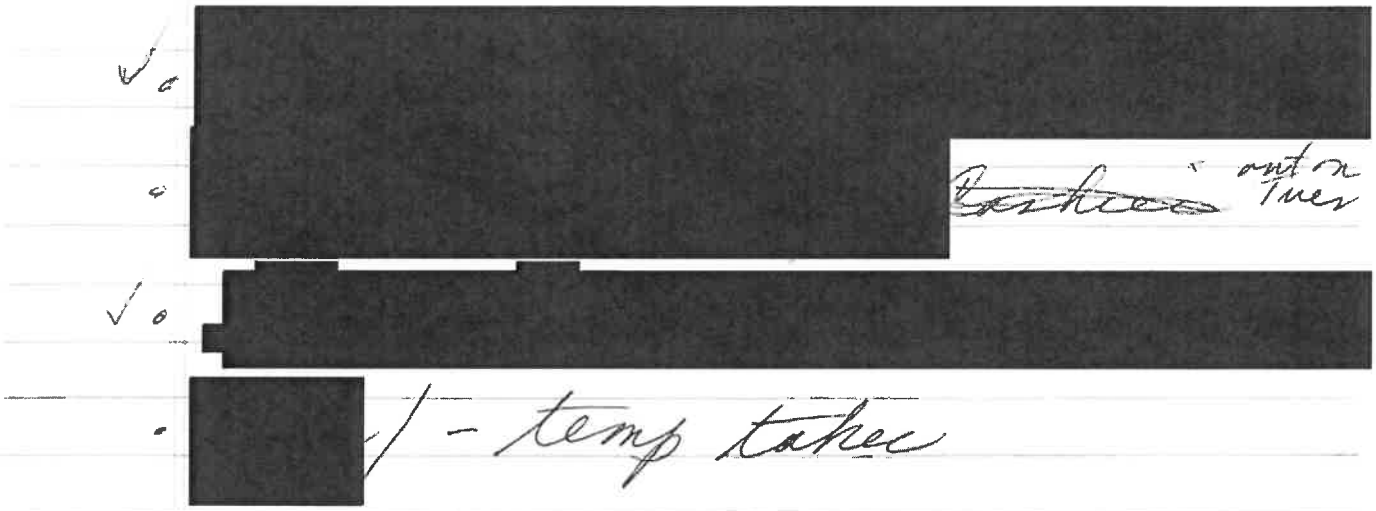
5) other women pulled

felt groped -

several others

Talked to D.L. - Wednesday
or Thursday

last time panicked felt -
let me sit up here + just
laid there -
Schenley
Female
angry - Morning he is doing this


- temp taken

Robert Lockwood

From: Land, Schinley
Sent: Tuesday, September 7, 2021 11:52 AM
To: Courtney, Lisa; Brown, Pam
Subject: Confidential: Patient / Employee Complaint

Lisa and Pam,

Please see the email stream below. As discussions with him are prepared, these concerns should also be included.

-schinley

Schinley Land
Executive Director of Physician Services
Cullman Regional Medical Center
PO Box 1108
Cullman, AL 35056
Phone: 205-213-7790

From: [redacted]
Sent: Tuesday, September 7, 2021 11:42 AM
To: Land, Schinley <Schinley.Land@cullmanregional.com>
Subject: RE: Family Care

Shinley,

Stacy reached out to me just a few minutes ago and updated my provider and made me an appointment with [redacted] had requested. She said she had noticed I had seen [redacted] a few times previously, so she is not sure why the staff was under the impression this would be an issue – she has addressed it with her staff and clarified the blurred lines of communication.

Dr. Noffsinger's staff never made me feel uncomfortable, but he has a few times. His sense of humor and the way he physically examines his patients (at least females) makes me more than a little bit uncomfortable. I've spent most of my life in and out of doctor's offices due to chronic lung and bone diseases, so it usually takes a lot to make me uncomfortable. He makes inappropriate jokes about weight, mental health, and even sex. My biggest issue with him at this point is that he wanted to take control not only of my pulmonary health in lieu of Dr. Bullard, but also of my psych med regimen that was put in place by my psychiatrist, whom I've been seeing for 6-7 years. More and more every day, I hear of my friends and colleagues mention "Dr. Noffsinger is a pretty good doctor, but I just don't know why he put me on this Adderall stuff..." or "I told Dr. Noffsinger I couldn't hardly stay awake and focused, so he wrote me a prescription for Adderall..." or "Dr. Noffsinger said I need to lose some weight so he wrote me a prescription for Adderall..." I don't trust a doctor that throws that stuff around so freely. He put my husband on it, we tried to tell him it's causing issues, it's causing rage-outs, it's causing paranoia, it's causing personality changes, it's causing problems in our marriage, and what does he do? Increases the dosage. Once we finally got a referral to a psychiatrist, he took my husband off all stimulants and added two antidepressants – quite a withdrawal that was, as you can imagine. I like Dr. Noffsinger fine, personally; professionally, he leaves much to be desired. He lacks a level of decorum and respect for his patients and their best interests.



[redacted]



From: Land, Schinley
Sent: Tuesday, September 07, 2021 11:07 AM
To: [redacted]
Subject: RE: Family Care

[redacted]

Thank you for your email. While I appreciate Amanda trying to connect patients with their pcp, I see this is a different matter. While continuity of care care is important to identifying and treating many conditions, the patient/provider relationship is equally important. I see from your message below, you are not comfortable. Would you mind sharing your concerns with me either by email or phone? I am also glad to help your transition to another provider if that is your preference.

-schinley

Schinley Land
Executive Director of Physician Services
Cullman Regional Medical Center
PO Box 1108
Cullman, AL 35056
Phone: 205-213-7790

From: [redacted]
Sent: Tuesday, September 7, 2021 10:30 AM
To: Land, Schinley <Schinley.Land@cullmanregional.com>
Subject: Family Care

Good morning,

I contacted Family Care North as a patient this morning to make an appointment with [redacted]. My PCP is currently Noffsinger but I have seen [redacted] a couple of times in the past and I really liked [redacted] plus Noffsinger had turned me away with my last upper respiratory infection saying he absolutely will not see anyone with any kind of respiratory illnesses, they have to see the nurse practitioner or another provider in the practice. Anyway, when I called, Amanda answered and I told her my name and that I needed to make an appt for today with [redacted] if any way possible. She asked if I was a patient of Dr. Noffsinger's, I replied that, for now, yes I am. She said, "Since he's your provider and he's available today, we'll have to make your appt with him." I said, "I would really rather see [redacted] if possible, is [redacted] seeing patients today?" Amanda replied, "[redacted] is, but we can only make appointments with your own provider." I said, "Ok, so how do I change my provider to [redacted]?" She said, "Ummmm, you would need to come in to today's appointment with Dr. Noffsinger and then my manager can update your paperwork for whichever provider you choose..." I replied, "I don't want to see Noffsinger again, it's personal, he made me very uncomfortable the last time I saw him, so I guess I'll just go wait in line at urgent care or something. Thanks anyway." I'm confused – [redacted]

[redacted] of a doctor? Like, how can [redacted] technically be my "primary provider" and why are they monopolizing which provider patients are allowed to see? It seems to me that if this kind of thing is happening often, they're likely driving patients away.

[redacted]

CULLMAN REGIONAL

Robert Lockwood

From: Land, Schinley <Schinley.Land@cullmanregional.com>
Sent: Monday, September 16, 2024 6:18 PM
To: Land, Schinley
Subject: FW: Notice of Rule Change Concerning Chaperones - Attention Needed

-schinley

Schinley Land
Executive Director of Physician Services
Cullman Regional Medical Center
1912 Alabama Highway 157
Cullman, AL 35058
Phone: 205-213-7790

CULLMAN

From: Land, Schinley
Sent: Thursday, October 14, 2021 7:00 AM
To: Noffsinger, Hansel <Hansel.Noffsinger@cullmanregional.com>
Subject: FW: Notice of Rule Change Concerning Chaperones - Attention Needed

Below is what I sent to all managers a moment ago.

-schinley

Schinley Land
Executive Director of Physician Services
Cullman Regional Medical Center
PO Box 1108
Cullman, AL 35056
Phone: 205-213-7790

CULLMAN

From: Land, Schinley
Sent: Thursday, October 14, 2021 6:59 AM
To: McManus, Sharon <Sharon.McManus@cullmanregional.com>; Patton, Kelly <Kelly.Patton@cullmanregional.com>; Pelfrey, Glenda <glenda.pelfrey@cullmanregional.com>; Graves, Stacy <Stacy.Graves@cullmanregional.com>; Heather <Heather.Haynes@cullmanregional.com>; Alldredge, Donna <Donna.Alldredge@cullmanregional.com>; Brockman, Torie <Torie.Brockman@cullmanregional.com>; Brooks, Tiffany <Tiffany.Brooks@cullmanregional.com>; Doss, Jana <Jana.Doss@cullmanregional.com>; Edens, Julie <Julie.Edens@cullmanregional.com>; Freeman, Kerin <Kerin.Freeman@cullmanregional.com>; McMinn, Vicki <Vicki.McMinn@cullmanregional.com>
Cc: Courtney, Lisa <Lisa.Courtney@cullmanregional.com>; Smith, William <william.smith@cullmanregional.com>
Subject: FW: Notice of Rule Change Concerning Chaperones - Attention Needed

All,

PLAINTIFF'S EXHIBIT 50

PENGAD 800-631-6989

I want to check status on guidance provided several months ago by The Alabama Board of Medical Examiners, Lisa, and Dr. Smith regarding chaperons. The ABME notice and link to the administrative rule are located below. I emphasize; this is for the protection of both the physician/provider and the patient. Highlights and etiquette are:

- A chaperone should accompany our providers on any exam where the breast or genitals are being examined or if the provider will be in the proximity of those areas. This is regardless of:
  - The gender of the patient or provider
  - If a patient is fully clothed, undressed, gowned, etc.
- The chaperone should be introduced to the patient or speak to the patient, allowing the patient to be fully aware of chaperones presence
- The chaperone should remain visible to the patient during the exam
- The provider should communicate what he/she is doing, in advance, directly to the patient
- Best practice is to include the name of the chaperone in the exam notes - Emily can work with you/your providers to add smart test so this can be a quick and easy add in for notes

If this hasn't already been implemented, please prioritize this safety initiative within your practice and communicate with your team. I will be checking with each of you this Friday regarding status.

As always, please let me know if you or your team have questions I can help address.

-schinley

Schinley Land
Executive Director of Physician Services
Cullman Regional Medical Center
PO Box 1108
Cullman, AL 35056
Phone: 205-213-7790

From: Courtney, Lisa <Lisa.Courtney@cullmanregional.com>
Sent: Wednesday, October 13, 2021 5:59 PM
To: Land, Schinley <Schinley.Land@cullmanregional.com>
Subject: Fwd: Notice of Rule Change Concerning Chaperones

Sent from my iPhone

Begin forwarded message:

From: "Courtney, Lisa" </O=CRMC HOSPITAL/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=COURTNEY
Date: March 16, 2021 at 4:53:12 PM CDT
Subject: FW: Notice of Rule Change Concerning Chaperones

FYI – Dr. Smith sent to your physicians too.

From: Smith, William
Sent: Monday, March 15, 2021 4:01 PM
To: Moody, Brad <brad.moody@cullmanregional.com>; Villar, Carlos <Carlos.Villar@cullmanregional.com>; Darryl Bullard MD (dbullard73@gmail.com) <dbullard73@gmail.com>; Don Hirsbrunner MD (donhirsbrunner@gmail.com) <donhirsbrunner@gmail.com>; Wallin, Erik <Erik.Wallin@cullmanregional.com>; Erik Wallin MD

(wallinle@gmail.com) <wallinle@gmail.com>; Thompson, Greg <Greg.Thompson@cullmanregional.com>; Greg Thompson MD (thompgs@gmail.com) <thompgs@gmail.com>; Hans Noffsinger (Pdmnoff@gmail.com) <Pdmnoff@gmail.com>; J W Evans MD (johne@surgicalartspc.com) <johne@surgicalartspc.com>; Lee, James <James.Lee@cullmanregional.com>; Pettit, Kathryn <Kathryn.Pettit@cullmanregional.com>; Kim Graves CRNP (kem74@live.com) <kem74@live.com>; Graves, Kim <kim.graves@cullmanregional.com>; Michael Miller MD (hogeye64@gmail.com) <hogeye64@gmail.com>; Kravetz, Phillip <Phillip.Kravetz@cullmanregional.com>; phillip kravetz (pkravetz@hotmail.com) <pkravetz@hotmail.com>; Randy Yarbrough (theyarb55@gmail.com) <theyarb55@gmail.com>; Chadband, Robert <Robert.Chadband@cullmanregional.com>; Pettit, Ryan <Ryan.Pettit@cullmanregional.com>; Sam McBride MD (samcbrid@gmail.com) <samcbrid@gmail.com>; Silvio Papapietro MD (spapapietro@uab.edu) <spapapietro@uab.edu>; Steve Gould MD (sag2016@gmail.com) <sag2016@gmail.com>; Thomas Dukovac MD (tdukovac@gmail.com) <tdukovac@gmail.com>; Dukovac, Thomas <Thomas.Dukovac@cullmanregional.com>; Tracy Neal MD (tnealmd@yahoo.com) <tnealmd@yahoo.com>; Byrd, Tyler <Tyler.Byrd@cullmanregional.com>; Tyler Byrd DO (tylerbrooksbyrd@gmail.com) <tylerbrooksbyrd@gmail.com>; Vince Bergquist MD (vincebergquist@gmail.com) <vincebergquist@gmail.com>
Cc: Courtney, Lisa <Lisa.Courtney@cullmanregional.com>
Subject: FW: Notice of Rule Change Concerning Chaperones

While you may have received this I want to be sure everyone is aware of the Alabama Board of Medical Examiner's Rule change regarding Chaperones.

Thanks,
Bill

From: Alabama Board of Medical Examiners [mailto:bme@albme.org]
Sent: Monday, March 15, 2021 2:49 PM
To: Smith, William <william.smith@cullmanregional.com>
Subject: Notice of Rule Change Concerning Chaperones

View this email in your browser

Notice of Rule Change - Chaperones

Effective **April 12, 2021,** the Alabama Board of Medical Examiners' rule regarding the use of chaperones (540-X-9-.08(11)) has changed.

The amended rule states that a physician shall have a chaperone present during all physical exams or procedures involving the breasts or genitals, irrespective of the genders of the physician and patient.

This standard protects both the patient and the physician. For all other physical examinations and procedures, a physician should, but is not required to have a chaperone present. A physician should refuse to examine any part of the patient's body without a chaperone present if the physician believes the patient is sexualizing the examination.

Please be aware of this new requirement and make the necessary adjustments to your practice so that you will be in compliance with Board rules.

The Board is committed to increasing awareness of professional boundaries issues, encouraging education in this area, and reducing the frequency of sexual misconduct incidents.

For the full rule and additional information, please see https://www.albme.org/resources/licensees/investigation-misconduct/#sexual-miconduct.



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Our mailing address is:

Alabama Board of Medical Examiners
848 Washington Ave
Montgomery, AL 36104-3839

Add us to your address book

Want to change how you receive these emails?
You can update your preferences or unsubscribe from this list.

Robert Lockwood

From: Stephens, Chasity
Sent: Thursday, October 21, 2021 1:04 PM
To: Courtney, Lisa
Subject: Provider Audit Results from HIA
Attachments: CULLP 7.21 Consolidated Stats (1).xlsx; CULLP Mahan, Edward MD.pdf; CULLP Neal, Tracy MD.pdf; CULLP Lee, James MD.pdf; CULLP Yarbrough, Randy MD.pdf; CULLP Mortensen, Brent L CRNP.pdf; CULLP Gould, Stephen MD.pdf; CULLP Hirsbrunner, Don MD.pdf; CULLP Bergquist, Vincent MD.pdf; CULLP Noffsinger, Hansel MD.pdf; CULLP 7.21 Consolidated Reports.pdf

Lisa,

Attached are all the reports provided from the audit company. I have asked for some additional information for an executive summary I am compiling and will share that as soon as it is received. I am meeting with the coding team next week to disseminate the information and decide how to proceed with the findings.

Please let me know if there is anything that you would specifically like us to focus on. Which providers do you want to audit next?

Chasity Stephens
Revenue Cycle Manager
Physician Billing Office
PO Box 2895
Cullman, AL 35056
Office: 256-735-5071
Fax: 256-801-7626
chasity.stephens@cullmanregional.com

CULLMAN



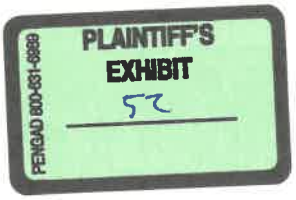




Compliance Review Report

PRO-R-CULLP-202107 – CONFIDENTIAL

CULLMAN REGIONAL MEDICAL CENTER- PROFEE
NOFFSINGER MD, HANSEL



THE PEOPLE BEHIND THE NUMBERS™

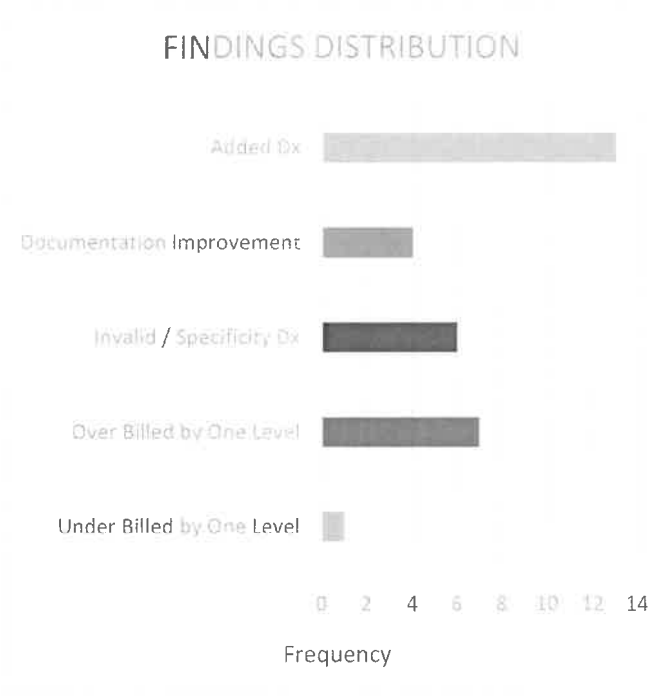
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APPENDIX ICD-10 CM SUMMARY 43
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COMPLIANCE REVIEW FINDINGS

FINDINGS DISTRIBUTION

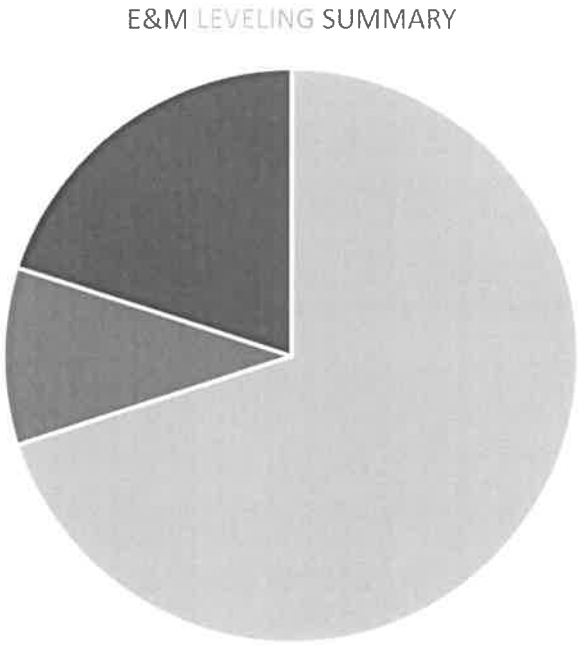
Records Reviewed	10
Records With Findings	9
Records Without Findings	1

Pro Fee Assigned	
DESCRIPTION	FREQUENCY
Added Dx	13
Over Billed by One Level	7
Invalid / Specificity Dx	6
Documentation Improvement	4
Under Billed by One Level	1



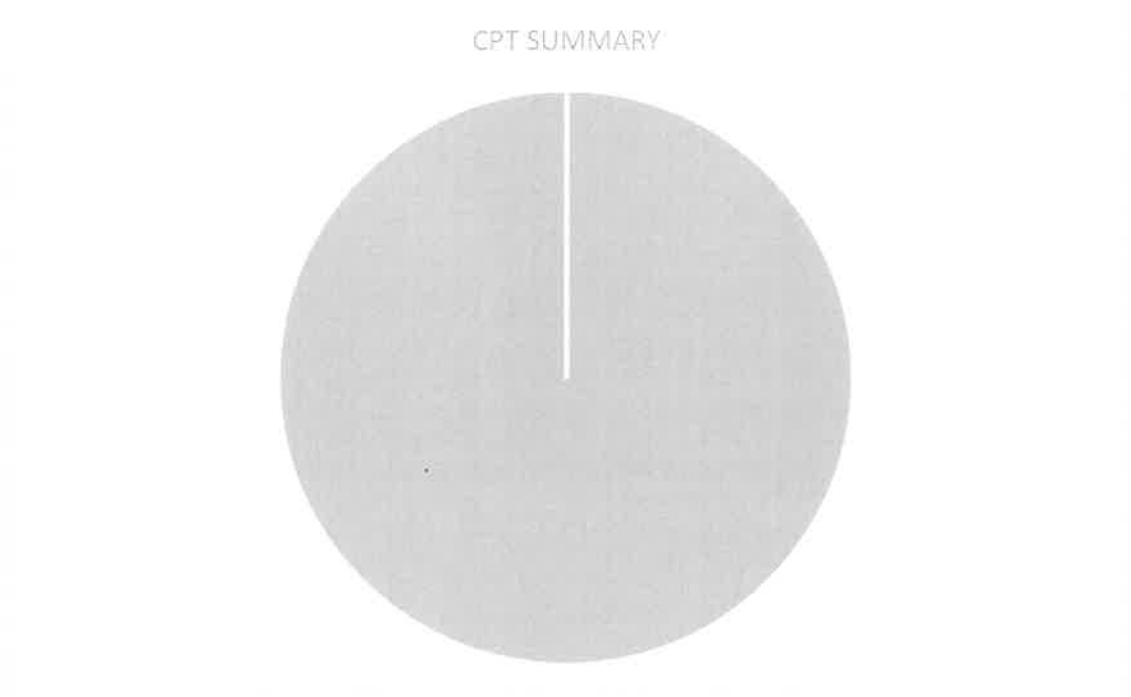
E&M LEVELING SUMMARY

Pro Fee Assigned		
DESCRIPTION	FREQUENCY	% of Pro Fee Assigned
Over Billed by One Level	7	70.00 %
Under Billed by One Level	1	10.00 %
No Change	2	20.00 %
	10	



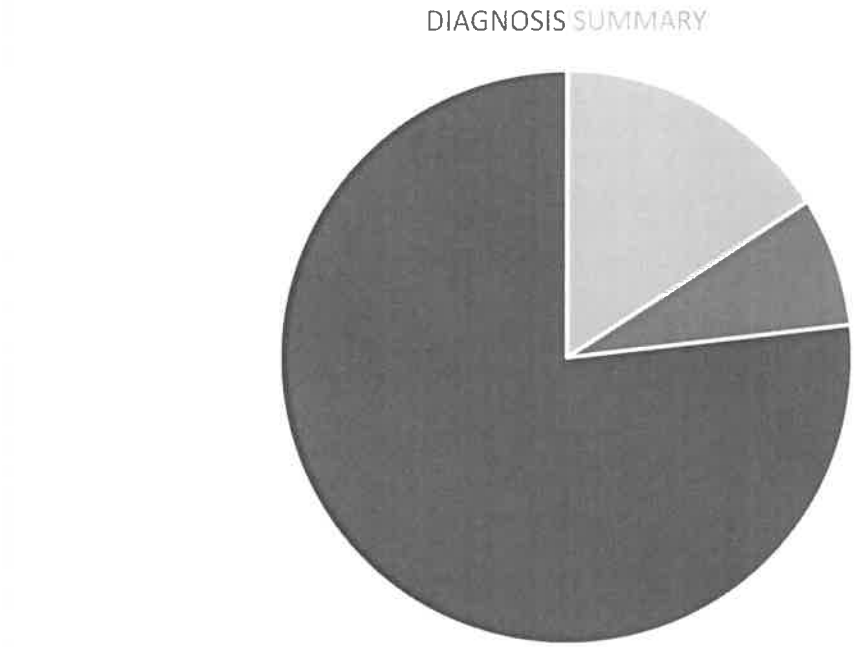
CPT SUMMARY

Pro Fee Assigned		
DESCRIPTION	FREQUENCY	% of Pro Fee Assigned
No Change	10	100.00 %
	10	



DIAGNOSIS SUMMARY

Pro Fee Assigned		
DESCRIPTION	FREQUENCY	% of Pro Fee Assigned
Added Dx	13	15.85 %
Invalid / Specificity Dx	6	7.32 %
No Change	63	76.83 %
	82	



Cullman Regional Medical Center		
SECTION Physician Services		**Policy #**
Subject:	E&M Coding Audit	
Category:	Administration	
Policy Owner:	V.P. Physician Services	
Reviewed By:	V.P. Physician Services	
Approval:	Chief Financial Officer	
Effective Date: 01/23/19	**Review Dates:**	**Revision Dates:**

Statement of Policy:

Frequency:

- Yearly – All providers
- New Hires – Once they have 20 claims, we will audit their chart. They must pass with a 90% or above before we will release the claims.

Results:

- Pass
  - An audit is considered passed with a score of 90%. The audit will be reviewed with the physician by their office manager.
- Non-pass
  - 1st non pass – We will have the physician meet with our in-house coder and their office manager for reeducation. Re-audit in 2 weeks.
  - 2nd non pass – They will meet with an outside party plus the VP of Physician Relations plus be required to take an online coding course. Re-audit in 2 weeks.
  - 3rd non pass – They will meet with a coder, the compliance officer, CMO and the VP of Physician Relations. Last chance meeting. Re-audit in 2 weeks.
  - 4th non pass – Contract will be terminated for lack of compliance.

Electronic Approval on File : Lisa Courtney, V.P. Physician Services

Cullman Regional Medical Center reserves the right to interpret, modify, terminate or revise this policy, in whole or in part, without notice. No provision in this policy is to be construed as an employment contract nor does it alter an employee's at-will status. Similarly, statements within this policy regarding behavior that may result in termination do not limit, in any way, the rights of the Company to terminate employees to only those behaviors described. The employee remains free to resign his or her employment at any time for any or no reason without notice. Similarly, Cullman Regional Medical Center reserves the right to terminate any employee for any reason or for no reason without notice.



ALABAMA STATE BOARD OF MEDICAL EXAMINERS

William M. Perkins, Executive Director

Post Office Box 946
Montgomery, Alabama 36124-2661
848 Washington Avenue
Montgomery, Alabama 36104

Phone (334) 242-4116
Email bme@

October 22, 2021

Hansel Noffsinger, MD
80 High Mesa Circle
Chelsea, Alabama 35043

Dear Dr. Noffsinger:

According to information from the Prescription Drug Monitoring Program provided by the State Department of Public Health, in the past 12 months you prescribed enough controlled substances to be among the top three percent (3%) of prescribers in Alabama. The Alabama Pain Management Act of 2013 and the Alabama Board of Medical Examiners' Administrative Rules set out the standards for pain management requiring you to register as a provider of pain management services.

The Board in its sole discretion may grant exemptions from registration. The following exemptions from registration are listed in Alabama Administrative Code Rule 540-X-19-.03(5):

(a) A hospice program as defined by and licensed by the Alabama Department of Public Health, or any physician while performing work or providing pain management services for that program.

(b) A facility maintained or operated by the United States or any of its departments, offices or agencies, or any physicians while performing work for that facility.

If you believe your practice may be exempt from registration, please submit a letter to the Alabama Board of Medical Examiners, Attn: Brooke Lewis, at the above address or submit an email to blewis@albme.gov no later than November 15, 2021, citing the grounds for an exemption. The Administrative Rules of the Board and the instructions for registering as a provider of pain management services may be reviewed at www.albme.gov.

Pain Management registrations and exemptions must be renewed each year no later than December 31st. Failure to register as a provider of pain management or request an exemption when required is punishable by a fine as set forth in Alabama Administrative Code Rule 540-X-19-.08.

If you have any questions, please do not hesitate to contact Brooke Lewis at 334-242-4116.



Sincerely,

William M. Perkins
Executive Director
Alabama State Board of Medical Examiners

WMP/bsl

Alabama State Board of Medical Examiners

Risk Mitigation Strategies Rule 540-X-18-.15

(1) The Board recognizes that all controlled substances, including but not limited to, opiates, benzodiazepines, stimulants, anticonvulsants, and sedative hypnotics, have a risk of addiction, misuse, and diversion. It is the opinion of the Board that the best practice when prescribing controlled substances shall include medically appropriate risk and abuse mitigation strategies, which will vary from patient to patient. Additional care should be used by practitioners when prescribing medication to a patient from multiple controlled substance drug classes.

(2) Every practitioner shall provide his or her patient with risk education prior to initiating controlled substances therapy and prior to continuing the controlled substances therapy initiated by another practitioner.

(3) Every practitioner shall utilize medically appropriate risk and abuse mitigation strategies when prescribing controlled substances. Examples of risk and abuse mitigation strategies include, but are not limited to:

(a) Pill counts;

(b) Urine drug screening;

(c) PDMP checks;

(d) Consideration of abuse-deterrent medications;

(e) Monitoring the patient for aberrant behavior;

(f) Using validated risk-assessment tools, examples of which shall be maintained by the Board; and

(g) Co-prescribing naloxone to patients receiving opioid prescriptions when determined to be appropriate in the clinical judgment of the treating practitioner.

(4) The Board recognizes that the best available research demonstrates that the risk of adverse events occurring in patients who use controlled substances to treat pain increases as dosage increases. The Board adopts the "Morphine Milligram Equivalency" ("MME") daily standard as set out by the Centers for Disease Control and Prevention ("CDC") for calculating the morphine equivalence of opioid dosages. The Board further adopts the "Lorazepam Milligram Equivalency" ("LME") daily standard for calculating sedative dosing when using the Alabama Prescription Drug Monitoring Program.

(5) For the purpose of preventing controlled substance diversion, abuse, misuse, addiction, and doctor-shopping, the Board sets forth the following requirements for the use of Alabama's Prescription Drug Monitoring Program (PDMP):

(a) For controlled substance prescriptions totaling less than 30 MME or 3 LME per day, practitioners are expected to use the PDMP in a manner consistent with good clinical practice.

(b) When prescribing to a patient controlled substances of more than 30 MME or 3 LME per day, practitioners shall review that patient's prescribing history through the PDMP at least two (2) times per year, and each practitioner is responsible for documenting the use of risk and abuse mitigation strategies in the patient's medical record.

(c) Practitioners shall query the PDMP to review a patient's prescribing history every time a prescription for more than 90 MME or 5 LME per day is written, on the same day the prescription is written.

(6) Exemptions: The Board's PDMP requirements do not apply to practitioners writing controlled substance prescriptions for:

(a) Nursing home patients;

(b) Hospice patients, where the prescription indicates hospice on the physical prescription;

(c) When treating a patient for active, malignant pain; or

(d) Intra-operative patient care.

(7) Due to the heightened risk of adverse events associated with the concurrent use of opioids and benzodiazepines, practitioners should reconsider a patient's existing benzodiazepine prescriptions or decline to add one when prescribing an opioid and consider alternative forms of treatment.

(8) A violation of this rule is grounds for the assessment of a fine and for the suspension, restriction, or revocation of a practitioner's Alabama Controlled Substances Certificate or license to practice medicine.

Robert Lockwood

From: Land, Schinley
Sent: Monday, October 25, 2021 1:34 PM
To: Pelfrey, Glenda; Brooks, Tiffany; Graves, Stacy; Alldredge, Donna
Cc: Courtney, Lisa; Stephens, Chasity
Subject: Coding Audits - Share Information

All,

We recently engaged a third party to conduct proactive, educational coding audits for our practices. The coders started with the following providers:

- Dr. Bergquist
- Dr. Gould
- Dr. Hirsbrunner
- Dr. Lee
- Dr. Mahan
- Brent Mortensen
- Dr. Neal
- Dr. Noffsinger
- Dr. Yarbrough

The audits have now been returned for review and discussion. Chasity and her coders will send a summary to each of you with bullet areas on what providers did well. They will also note opportunities where documentation could have been added to support the E&M level billed or highlight when documentation indicated a higher level of E&M could have been selected. Lastly, all providers will have a meeting with a coder to talk through the findings.

Please share this information with your providers, the summaries when received, and watch for the meeting invitations. All are encouraged to ask questions during these educational sessions.

-schinley

Schinley Land
Executive Director of Physician Services
Cullman Regional Medical Center
PO Box 1108
Cullman, AL 35056
Phone: 205-213-7790



Robert Lockwood

From:	Lambert, Bethany
Sent:	Wednesday, October 27, 2021 1:44 PM
To:	Land, Schinley; Courtney, Lisa
Cc:	Goodall, Todd; Malone, Jennifer
Subject:	Primary care provider email to Cullman everyone - for review
Attachments:	PCP Flyer - updated FINAL.pdf

Hi Lisa and Schinley,

Below is a draft of an email we will send out to Cullman.Everyone to promote our primary care providers and Dr. Alam's early appointments. I have attached our primary care flyer that will be send with the email as well. In addition to this email we will be posting on social media about Dr. Alam's early appointments today and again on Tuesday of next week. Please let me know your thoughts. Thanks!

Subject: We want to take care of you like you take care of others

Message: We understand healthcare professionals have busy schedules and that an annual exam might be the last thing on your to-do list, so we want to make it easy to take care of yourself – the same way you take care of others.

Through Cullman Regional Medical Group clinics, we're taking steps to make your healthcare more accessible and convenient:

- Beginning Nov. 3, Dr. Alam will offer early morning appointments starting at 7 a.m. every Wednesday at Medical Group North.
- Your co-pay to see a Cullman Regional Medical Group Primary Care Physician is only $10 with hospital insurance
- Cullman Regional Medical Group has six primary care providers accepting new patients in two locations – Medical Group North and Medical Group Downtown

It is important to have a primary care provider to oversee your health. They provide preventative care to keep you healthy and are more likely to see a trend which can lead to early detection of chronic or severe disease. If you, a friend or a loved one needs a family practice or internal medicine doctor take a look at the attached flyer to learn more about our Medical Group Primary Care. To make an appointment with Dr. Alam or one of our other primary care providers, call 256-297-8952.

The countless hours you have put in to take care of the community has not gone unnoticed. Thank you for all you do and don't forget to take care of you.

Bethany Lambert | Marketing Specialist | (256) 737-2754

CULLMAN REGIONAL



CULLMAN REGIONAL | Medical Group

PRIMARY CARE



Shahdeen Alam, DO
Internal Medicine
Medical Group North



Cameron Brimer, MD
Internal Medicine
Medical Group North



Richard Gonzales, MD
Family Practice
Medical Group North



Nicole Mangum, CRNP
Family Practice
Medical Group North



Hans Noffsinger, MD
Internal Medicine
Medical Group North



Caroline Studdard, MD
Internal Medicine
Medical Group North



Ashley Taylor, CRNP
Family Practice
Medical Group Downtown



Carlos Villar, MD*
Family Practice
Medical Group Downtown

TWO LOCATIONS TO SERVE YOU

Medical Group North

1948 AL Hwy 157
Professional Office Bldg 1, Ste. 450
Cullman, AL 35058

Medical Group Downtown

1705 Main Avenue SW, Suite B
Cullman, AL 35055

*Se habla español

256-297-8952 | CullmanRegionalMedicalGroup.com

Cullman Regional 002640

Robert Lockwood

From: Stephens, Chasity
Sent: Tuesday, November 9, 2021 2:14 PM
To: Land, Schinley; Courtney, Lisa
Subject: RE: Level 5 w/RVU Audit - Dr. Noffsinger

I asked on a call with them today and they agreed to do their best. I'm hoping the early to mid-December is their worst-case scenario.

From: Land, Schinley <Schinley.Land@cullmanregional.com>
Sent: Tuesday, November 9, 2021 1:56 PM
To: Stephens, Chasity <Chasity.Stephens@cullmanregional.com>; Courtney, Lisa <Lisa.Courtney@cullmanregional.com>
Subject: Re: Level 5 w/RVU Audit - Dr. Noffsinger

Please have them expedite if possible. I know he will be eager for the reconciliation and feedback.

-schinley
Sent from my iPhone

On Nov 9, 2021, at 1:31 PM, Stephens, Chasity <Chasity.Stephens@cullmanregional.com> wrote:

The file was updated today for audit. I expect results to be available early to mid-December.

From: Land, Schinley <Schinley.Land@cullmanregional.com>
Sent: Friday, November 5, 2021 8:50 AM
To: Stephens, Chasity <Chasity.Stephens@cullmanregional.com>
Cc: Courtney, Lisa <Lisa.Courtney@cullmanregional.com>
Subject: Level 5 w/RVU Audit - Dr. Noffsinger

Chasity,

The attached document has the w/RVUs for Dr. Noffsinger from October. I have pulled out all level 5s and have them on a separate tab. Please have these audited as quickly as possible so we can properly calculate any settlement bonus due.

-schinley

Schinley Land
Executive Director of Physician Services
Cullman Regional Medical Center
PO Box 1108
Cullman, AL 35056
Phone: 205-213-7790



Robert Lockwood

From: Brown, Pam
Sent: Wednesday, December 8, 2021 11:44 AM
To: Land, Schinley
Cc: Courtney, Lisa; Donaldson, Nesha
Subject: Re: Confidential

Sent from my iPhone

On Dec 8, 2021, at 11:26 AM, Land, Schinley <Schinley.Land@cullmanregional.com> wrote:

Pam,

Thank you for this information. I do have a few comments and questions. Those are:

- I would like to meet with the Surgical Arts team members tomorrow to discuss the transitions and severance for the two employees where roles are being eliminated. Is this something you are comfortable with me doing alone or does someone from HR need to be present?
  - If this is something you are comfortable with me doing, please let me know if there are any specific things I do need to make sure are included/shared with the team.

We need to do this together. See answers below.

-
  -
- For the 2 employees with eliminated positions:
  - Do we usually offer them a specified period of time to apply and obtain another position within CRMC? 30 days
  - When would any benefits they have terminate? All benefits except dental health and vision coverage end on term date. Health coverage will end on December 18.
  - How/when will they receive their last regular payroll check vs. the severance check? Last regular check will be for four days of this pay period plus any ETO payout. If they sign the Severance agreement depending on their age and associated revocation period, severance payments will begin following those dates on a regular pay period schedule.
  - Is there a consideration/revocation period for the severance agreement? If so, what is it? Dependent on age under or over 40, consideration period is 7 or 21 days with a 7-day revocation period.

-
  -

I am glad to talk through this by phone or in person if it would be easier.

-schinley

Schinley Land
Executive Director of Physician Services



FILED
2026 Mar 05 AM 10:00
U.S. DISTRICT COURT
N.D. OF ALABAMA

Evid to Motion for Summary Judgment - Exhibit 38 - PART Four

Cullman Regional Medical Center
PO Box 1108
Cullman, AL 35056
Phone: 205-213-7790

From: Courtney, Lisa <Lisa.Courtney@cullmanregional.com>
Sent: Wednesday, December 8, 2021 11:00 AM
To: Brown, Pam <pam.brown@cullmanregional.com>; Land, Schinley <Schinley.Land@cullmanregional.com>
Cc: Donaldson, Nesha <Nesha.Donaldson@cullmanregional.com>
Subject: RE: Confidential

Anyone offered another position, we are not giving a severance to them.

We have held his bonus payments for a coding audit.

From: Brown, Pam <pam.brown@cullmanregional.com>
Sent: Wednesday, December 8, 2021 10:43 AM
To: Land, Schinley <Schinley.Land@cullmanregional.com>; Courtney, Lisa <Lisa.Courtney@cullmanregional.com>
Cc: Donaldson, Nesha <Nesha.Donaldson@cullmanregional.com>
Subject: Confidential
Importance: High

Lisa and Schinley,
Attached is the spreadsheet for Surgery Clinic. I calculated severance for the two employees whose positions will be eliminated, but added a column for potential severance cost in the event new assignments are refused. I will prepare the severance agreements and associated documents for Friday December 10. Let's discuss your timing and plan to move forward.

On a totally separate issue, Dr Noffsinger stopped to see me regarding his October and November bonus payments. Let's talk on that topic as well.
Thanks,
Pam

Robert Lockwood

From: Land, Schinley
Sent: Wednesday, December 8, 2021 2:16 PM
To: PayRollGen; Corona, Eugenia; Courtney, Lisa
Subject: Bonus Due - Dr. Noffsinger
Attachments: RVUs_Noffsinger_10.1.2021 to 10.31.2021.xls; RVUs_Noffsinger_11.1.2021 to 11.30.2021.xls

Importance: High

All,

We have been reviewing w/RVUs for Dr. Noffsinger, causing a delay in his productivity bonus. Attached you will find his w/RVUs for October and November. Per his agreement and the attached reports, he is due the following in productivity settlements:

Month	w/RVUs	w/RVUs over 423.75 base	Bonus Due
October	803.75	380	$19,000.00
November	718.58	294.83	$14,741.50
TOTAL	1522.33	674.83	$33,741.50

Lisa, please review and if appropriate, approve. Eugenia, once Lisa has reviewed and approved, please process payment for these bonuses. Also, please let me know when we anticipate these being paid so he can know when he needs to pick them up.

-schinley

Schinley Land
Executive Director of Physician Services
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PO Box 1108
Cullman, AL 35056
Phone: 205-213-7790



Robert Lockwood

From: Land, Schinley
Sent: Wednesday, December 8, 2021 2:18 PM
To: Courtney, Lisa
Subject: FW: Audit/Bonus Issues

Follow Up Flag: Follow up
Flag Status: Flagged

Notes from my coding/audit conversation with Dr. Noffsinger today.

-schinley

Schinley Land
Executive Director of Physician Services
Cullman Regional Medical Center
PO Box 1108
Cullman, AL 35056
Phone: 205-213-7790

From: Land, Schinley
Sent: Wednesday, December 8, 2021 2:16 PM
To: Noffsinger, Hansel <Hansel.Noffsinger@cullmanregional.com>
Subject: Audit/Bonus Issues

Dr. Noffsinger,

A summary of our discussion a moment ago is as follows:

We are still awaiting the audit results from October coding. Since the audit has taken longer than expected and we use activity date rather than service date, any adjustments identified in the audit would actually be done during future months. I spoke with Lisa about this and recommended we go ahead and pay out your monthly productivity bonuses due. Any corrections needed, as identified by the auditors, would be adjusted as they are made on the patient accounts and be reflected on future calculations. Per the w/RVU reports for 10.01.2021-10.31.2021 and 11.01.2021-11.30.2021, the following settlements/productivity bonuses are due to you:

Month	w/RVUs	w/RVUs over 423.75 base	Bonus Due
October	803.75	380	$19,000.00
November	718.58	294.83	$14,741.50
TOTAL	1522.33	674.83	$33,741.50

Since we talked and you and I agree on these calculations, I have submitted these bonus amounts for review and approval. I will let you know as soon as I get confirmation on when the check(s) will be ready for you.

-schinley

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Cullman Regional Medical Center
PO Box 1108
Cullman, AL 35056



Phone: 205-213-7790

CULLMAN

Robert Lockwood

From: Courtney, Lisa
Sent: Wednesday, December 22, 2021 4:19 PM
To: Land, Schinley
Subject: FW: Missing Documentation

Get on him please.

From: Stephens, Chasity <Chasity.Stephens@cullmanregional.com>
Sent: Wednesday, December 22, 2021 4:09 PM
To: Courtney, Lisa <Lisa.Courtney@cullmanregional.com>
Subject: FW: Missing Documentation

This is pitiful. All these are part of the DNFB, too. ☹

From: Waters, Tammy <Tammy.Waters@cullmanregional.com>
Sent: Tuesday, December 21, 2021 3:15 PM
To: Graves, Stacy <Stacy.Graves@cullmanregional.com>
Cc: Stephens, Chasity <Chasity.Stephens@cullmanregional.com>
Subject: Missing Documentation

Stacy,
Dr. Noffsinger's claims beginning date 12/6/21 to 12/16/21 missing documentation

Nichole Mangum is caught up to 12/20/21

Thank you,
Tammy Waters, CCA, CCS-P
Outpatient Coder II
Cullman Regional Medical Group
Tel: (256)737-2154
Fax: (256)801-7626

CULLMAN
REGIONAL

PLAINTIFF'S EXHIBIT 61

Cathy Silva

From: Stephens, Chasity
Sent: Friday, February 18, 2022 10:28 AM
To: Land, Schinley
Subject: FW: Dr. Noffsinger Audit Results
Attachments: CULLP Noffsinger MD.pdf

Importance: High

Lisa told me (just this morning) that you had reviewed everything with him. I remember there were concerns about his reaction. Would you let me know how we should proceed?

From: Stephens, Chasity
Sent: Tuesday, December 14, 2021 2:15 PM
To: Courtney, Lisa <Lisa.Courtney@cullmanregional.com>; Graves, Stacy <Stacy.Graves@cullmanregional.com>; Land, Schinley <Schinley.Land@cullmanregional.com>
Subject: Dr. Noffsinger Audit Results
Importance: High

Attached are the audit results.

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Compliance Review Report

PRO-R-CULLP-202112-Noffsinger – CONFIDENTIAL

CULLMAN REGIONAL MEDICAL CENTER- PROFEE
NOFFSINGER MD, HANSEL



THE PEOPLE BEHIND THE NUMBERS℠

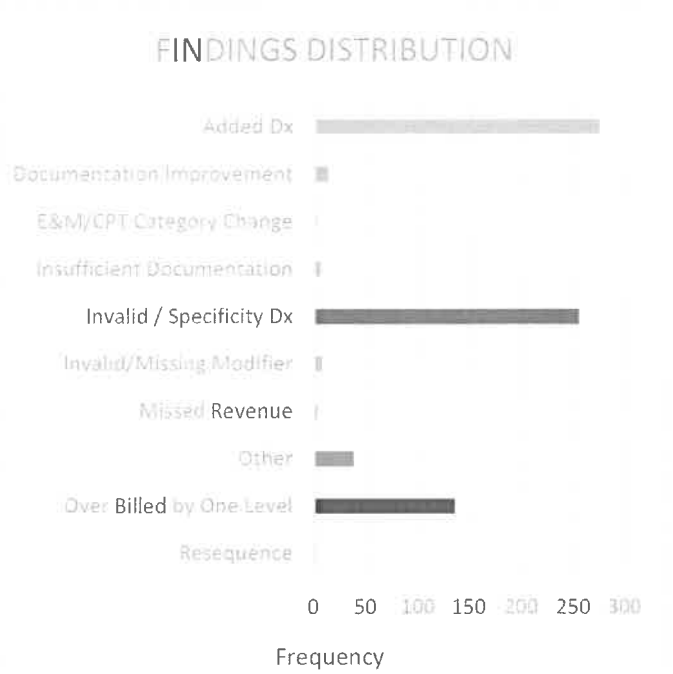
COMPLIANCE REVIEW FINDINGS 3
FINDINGS DISTRIBUTION 3
E&M LEVELING SUMMARY 4
CPT SUMMARY 5
DIAGNOSIS SUMMARY 6
WORKSHEETS 7
DETAIL OF ACCOUNTS REVIEWED 666
ACCOUNTS REVIEWED 666
PHYSICIAN FEE SCHEDULE 673
APPENDICES 676
APPENDIX ICD-10 CM SUMMARY 676
APPENDIX CPT SUMMARY 677
APPENDIX MOD SUMMARY 678

COMPLIANCE REVIEW FINDINGS

FINDINGS DISTRIBUTION

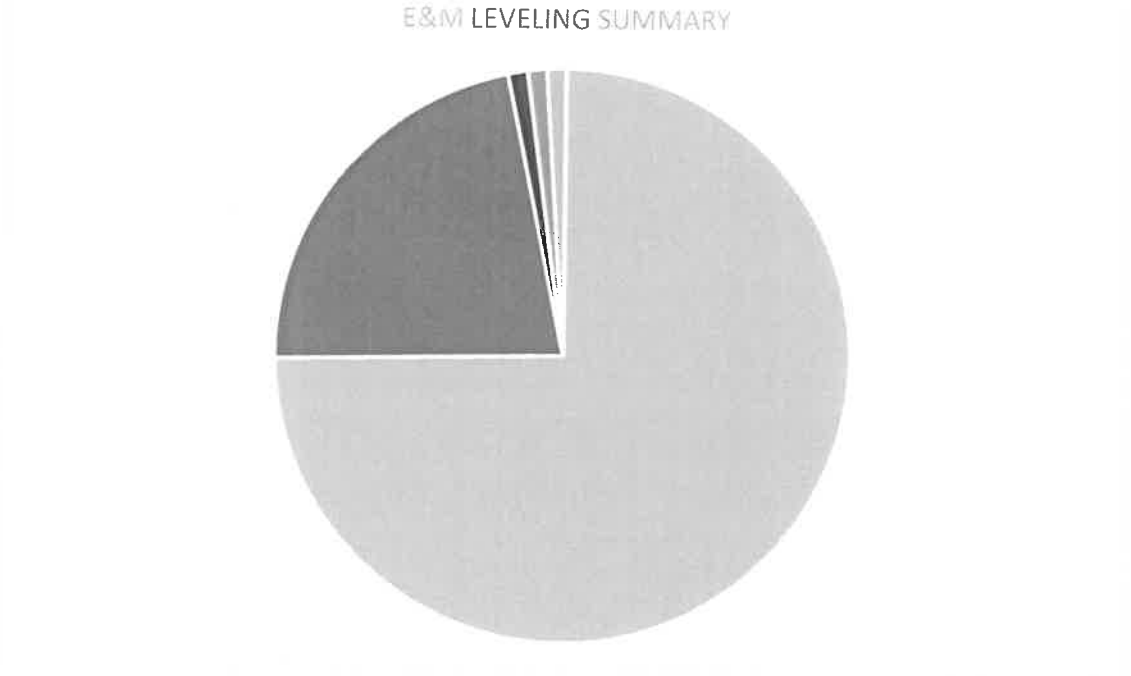
Records Reviewed	178
Records With Findings	178
Records Without Findings	0

Pro Fee Assigned	
DESCRIPTION	FREQUENCY
Added Dx	275
Invalid / Specificity Dx	255
Over Billed by One Level	136
Other	38
Documentation Improvement	13
Invalid/Missing Modifier	7
Insufficient Documentation	6
Missed Revenue	3
E&M/CPT Category Change	2
Resequence	2



E&M LEVELING SUMMARY

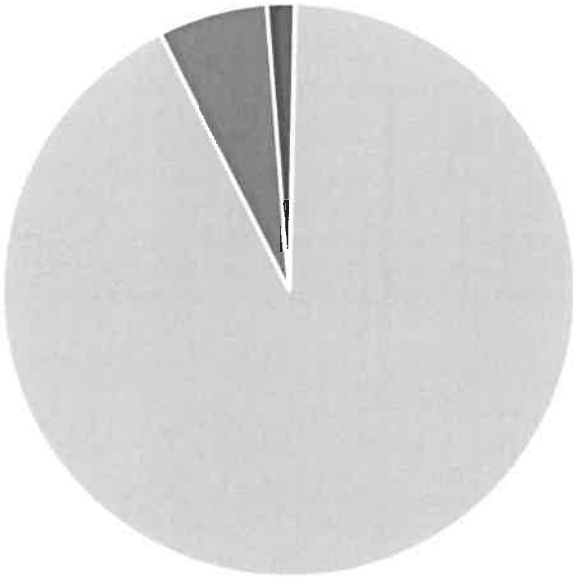
Pro Fee Assigned		
DESCRIPTION	FREQUENCY	% of Pro Fee Assigned
Over Billed by One Level	136	74.73 %
No Change	40	21.98 %
E&M/CPT Category Change	2	1.10 %
Insufficient Documentation	2	1.10 %
Missed Revenue	2	1.10 %
	182	



CPT SUMMARY

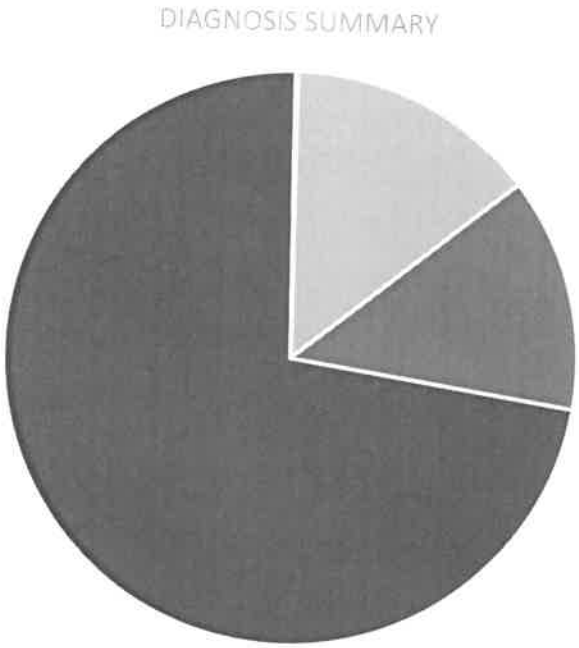
Pro Fee Assigned		
DESCRIPTION	FREQUENCY	% of Pro Fee Assigned
No Change	60	92.31 %
Insufficient Documentation	4	6.15 %
Missed Revenue	1	1.54 %
	65	

CPT SUMMARY



DIAGNOSIS SUMMARY

Pro Fee Assigned		
DESCRIPTION	FREQUENCY	% of Pro Fee Assigned
Added Dx	275	14.26 %
Invalid / Specificity Dx	255	13.23 %
No Change	1396	72.41 %
Resequence	2	0.10 %
	1928	



Robert Lockwood

From: Land, Schinley
Sent: Friday, February 18, 2022 12:03 PM
To: Graves, Stacy; Stephens, Chasity
Subject: RE: Dr. Noffsinger's Audit

Yes, I can make that work. Just send me an invite when it is finalized so I have it on my calendar. I look forward to learning from this meeting.

-schinley

Schinley Land
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1912 Alabama Highway 157
Cullman, AL 35058
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From: Graves, Stacy <Stacy.Graves@cullmanregional.com>
Sent: Friday, February 18, 2022 12:01 PM
To: Stephens, Chasity <Chasity.Stephens@cullmanregional.com>
Cc: Land, Schinley <Schinley.Land@cullmanregional.com>
Subject: RE: Dr. Noffsinger's Audit

Can we do Monday the 28th towards the end of the day?

From: Stephens, Chasity <Chasity.Stephens@cullmanregional.com>
Sent: Friday, February 18, 2022 11:51 AM
To: Graves, Stacy <Stacy.Graves@cullmanregional.com>
Cc: Land, Schinley <Schinley.Land@cullmanregional.com>
Subject: Dr. Noffsinger's Audit

Stacy,

What is the best day/time to meet with Dr. Noffsinger, the week of 2/28? We'll want to be sure Schinley is available to meet with us.

Thanks!

Chasity Stephens
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Robert Lockwood

From: Courtney, Lisa
Sent: Thursday, February 24, 2022 9:41 AM
To: Graves, Stacy; Land, Schinley
Subject: RE: Noffsinger Numbers

Pretty sure after I'm done today he will.

From: Graves, Stacy <Stacy.Graves@cullmanregional.com>
Sent: Thursday, February 24, 2022 9:41 AM
To: Courtney, Lisa <Lisa.Courtney@cullmanregional.com>; Land, Schinley <Schinley.Land@cullmanregional.com>
Subject: RE: Noffsinger Numbers

I know but you can not make him believe that, I have tried

From: Courtney, Lisa <Lisa.Courtney@cullmanregional.com>
Sent: Thursday, February 24, 2022 9:39 AM
To: Land, Schinley <Schinley.Land@cullmanregional.com>; Graves, Stacy <Stacy.Graves@cullmanregional.com>
Subject: Noffsinger Numbers

FYI - At this point in the month of Sept – January, he is above where he has ever been other than Nov and it's pretty much the same.

	Sept	Oct	Nov	Dec	Jan	Feb
Noffsinger	315	292	360	324	305	358



Robert Lockwood

From:	Stephens, Chasity
Sent:	Tuesday, April 19, 2022 1:22 PM
To:	Land, Schinley
Subject:	RE: Charge Lag by Provider
Attachments:	Charge Lag by Service Date by Provider_01.01 to 03.31.2022.xlsx

Here is an Excel with the data for all providers.

From: Land, Schinley <Schinley.Land@cullmanregional.com>
Sent: Tuesday, April 19, 2022 1:16 PM
To: Stephens, Chasity <Chasity.Stephens@cullmanregional.com>
Subject: RE: Charge Lag by Provider

Do you have this for the other providers? I am looking at the data across our medical group.

-schinley

Schinley Land
Executive Director of Physician Services
Cullman Regional Medical Center
1912 Alabama Highway 157
Cullman, AL 35058
Phone: 205-213-7790



From: Stephens, Chasity <Chasity.Stephens@cullmanregional.com>
Sent: Tuesday, April 19, 2022 10:54 AM
To: Land, Schinley <Schinley.Land@cullmanregional.com>
Subject: Charge Lag by Provider

Good morning!

Is this the data you're looking for, per provider on charge lag? I just took a quick snapshot of the past quarter from the HARC report.

Source Organization					
Cullman Regional Cardiology Clinic	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
	[illegible]		[illegible]		[illegible]
	[illegible]		[illegible]		[illegible]
		[illegible]	4.37	[illegible]	3.72
Cullman Regional Family Care Clinic	[illegible]	[illegible]	[illegible]	[illegible]	2.59
	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
	[illegible]	[illegible]	[illegible]	[illegible]	2.65
	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
	[illegible]	[illegible]	6.72	[illegible]	[illegible]
	[illegible]	[illegible]	[illegible]	[illegible]	1.98
	[illegible]			[illegible]	0.00
		[illegible]	6.24	[illegible]	[illegible]
Cullman Regional Family Care Clinic S	[illegible]		40.00		[illegible]
	[illegible]		[illegible]		[illegible]
	[illegible]		[illegible]		[illegible]
	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
	[illegible]		[illegible]		[illegible]
	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
	[illegible]		[illegible]		[illegible]
		2.44	3.38	[illegible]	[illegible]

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CULLMAN

		Service Year / Service Month			
		2022			
Source Org	Verifying Pr	January	February	March	Total
Cullman Re	Kelsey CRN	11.08	2.72	1.07	3.28
	Lee MD, Jai	3.85	4.73	3.18	3.88
	Mahan MD,	4.04	4.14	2.62	3.56
	Neal MD, Tr	3.70	4.41	2.94	3.69
	Singireddy I	5.00	4.16	2.47	3.76
	Thompson MD, Greg		4.00		4.00
	Turner CRNP, Jennifer S		6.00		6.00
	Total	4.13	4.37	2.82	3.72
Cullman Re	Alam , Shah	3.39	2.18	1.71	2.59
	Brimer MD,	3.14	1.81	1.99	2.50
	Gonzales M	3.40	2.77	1.86	2.65
	Mangum CF	11.78	11.86	14.48	12.69
	Morgan MD	3.52	1.95	2.53	2.86
	Noffsinger M	11.90	6.72	6.39	8.21
	Studdard MI	2.06	2.17	1.76	1.98
	Tafazoli MD, Bahador			0.00	0.00
	Total	7.59	6.24	5.95	6.64
Cullman Re	Graves CRNP, Kimberly		40.00		40.00
	Myrick CRNP, Christy D		26.00		26.00
	Pettit MD, Ryan		26.00		26.00
	Taylor CRN	3.16	2.66	2.45	2.77
	Thompson MD, Greg		28.00		28.00
	Villar-Gosal	2.13	3.45	2.52	2.60
	Whitten CRNP, Cindy H		26.00		26.00
	Total	2.44	3.38	2.50	2.73
Cullman Re	Yarbrough M	0.78	0.30		0.61
	Total	0.78	0.30		0.61
Cullman Re		8.62	8.14	-25.50	7.85
	Britt , Erin	5.14	14.42	8.28	8.49
	Cowser , Dc	9.62	6.92	8.50	8.20
	Ebrahimi , Ali		8.74	7.28	8.42
	Files CRNP	6.47	5.46	10.56	7.02
	Garrison CRNP, Jennifer		3.20		3.20
	Hensley , A	7.74	7.39	6.76	7.15
	Johnson CRNP, Jessilynn			10.48	10.48
	Kanthimathi	4.00			4.00
	Mahan MD, Edward			7.29	7.29
	Mortensen CRNP, Brent L			10.33	10.33
	Pleasanton	9.54	7.75	8.66	8.49
	Ragsdale C	7.62	5.58	10.77	8.04
	Smith CRNF	9.00	3.96	6.30	4.80
	Steil CRNP,	3.00			3.00
	Steil MD, Ne	5.00			5.00
	Stewart DO,	10.17	9.65	8.26	8.96

	Thornton CRNP, Charles		4.38		4.38
	Wadas , Th	8.13	6.96	8.30	7.62
	Wheeler , E	8.17	5.69	7.78	7.11
	Total	8.43	7.12	8.16	7.80
Cullman Re	Alam , Shah	0.50			0.50
	Kannan MD	8.40	4.04	1.65	4.51
	Kanthimathi	16.51	12.81	8.15	12.80
	Livingston C	19.24	6.46	2.08	8.44
	Total	12.01	6.49	3.12	7.10
Cullman Re	Brooks CRN	13.12	6.26	3.07	8.35
	Bullard MD,	8.95	4.21	3.67	4.13
	Cole CRNP,	34.49	15.08	6.44	23.85
	Dukovac MI	5.30			5.30
	Fernandez I	11.86	10.40	3.65	7.83
	Frater MD, April J		0.00		0.00
	Hinson CRN	-66.75			-66.75
	Jordan CRN	2.81	1.15	2.31	2.15
	Yarbrough N	2.37	1.67	1.54	1.81
	Total	10.65	5.27	3.00	5.72
Cullman Re	Battle MD, I	4.08	1.40	0.89	2.48
	Myrick CRN	1.33	1.83	0.69	0.81
	Total	4.03	1.41	0.84	2.33
Cullman Re	Myrick CRNP, Christy D			0.30	0.30
	Total			0.30	0.30
Cullman Re	Garrison CF	11.98	7.16	2.40	7.18
	Hensley , Adam		5.50		5.50
	Steil CRNP,	7.58	7.19	3.21	6.35
	Steil MD, Ne	12.86	7.81	8.01	10.09
	Total	12.33	7.54	6.09	9.06
Cullman Re	Harbison CF	6.29	18.59	12.13	11.63
	Hinson CRN	2.89	2.85	1.39	2.38
	Kravetz MD	5.56	4.59	3.16	4.26
	Total	4.40	4.72	3.35	4.09
Cullman Re			5.00		5.00
	Evans MD, .	9.99	12.91	9.34	10.72
	Frater MD, April J			1.00	1.00
	Graves CRN	11.40	18.50	9.73	12.88
	Moody MD,	19.90	26.45	15.33	20.79
	Thompson N	15.34	17.36	9.55	14.05
	Thornton CF	34.38	25.57	31.60	30.18
	Total	16.21	20.25	11.67	16.08
Cullman Re	Battle MD, Donald Calvir		48.50		48.50
	Clemons CF	1.75	2.16	2.34	2.03
	Crampsey C	1.19	2.25	2.05	1.72
	McDonald C	1.63			1.63
	Myrick CRNP, Christy D			0.00	0.00
	Pettit , Kathi	0.55	1.31	2.20	1.38

	Pettit MD, R	0.59	0.00	2.17	1.55
	Schnittker C	1.02	1.95	1.76	1.55
	Turner CRN	1.02	1.99	1.89	1.52
	Ward CRNF	2.54	1.38	1.72	1.64
	Total	1.12	2.03	2.00	1.67
Cullman Re	Dukovac MD, Thomas E		26.00		26.00
	Evans MD,	19.50			19.50
	Wallin MD, I	6.00	32.50	11.00	15.00
	Total	9.38	31.20	11.00	16.18
Hartselle He	Bullard MD, Darryle		3.54	3.70	3.62
	Byrd DO, Ty	51.00			51.00
	Evans MD,	17.09	18.69	8.21	11.92
	Frater MD, A	7.67	4.24	3.10	4.57
	Gonzales M	5.46	2.45	1.97	3.11
	Gould MD, S	1.62	3.45	3.38	2.53
	Green CRN	20.14	2.00	0.71	5.37
	Mortensen C	2.25	0.75	1.90	1.44
	Myrick CRN	0.50			0.50
	Singireddy M	0.44	2.81	3.35	2.39
	Tennant MD	0.89	1.57	1.26	1.29
	Thornton CF	5.20			5.20
	Yarbrough M	2.13	1.00	4.84	3.39
	Total	5.20	3.44	3.13	3.78
Hartselle He	Beaver CRNP, Stephanie M			2.10	2.10
	Clemons CF	2.08	0.00	5.00	2.01
	Crampsey C	2.59	2.36	2.33	2.47
	Frater MD, A	26.42			26.42
	Hinson CRN	33.50			33.50
	McDonald C	3.50			3.50
	Myrick CRN	6.61	4.00	1.79	4.52
	Pettit , Kathi	3.36	1.50	2.94	3.16
	Pettit MD, R	2.46	2.36	2.28	2.37
	Schnittker C	2.12	1.57	1.71	1.91
	Turner CRN	2.29		2.60	2.42
	Ward CRNF	3.04		1.19	2.68
	Whitten CRNP, Cindy H			2.23	2.23
	Total	2.87	2.24	2.15	2.51
HHP Primar	Frater MD, April J			14.50	14.50
	Total			14.50	14.50
Orthopedic	Bergquist M	3.57	3.10	3.91	3.56
	Gould MD, S	6.81	5.66	4.63	5.66
	Hirsbrunner	2.75	2.53	3.74	2.97
	Mangum CF	8.83			8.83
	Mortensen C	3.37	3.97	3.54	3.65
	Total	4.39	4.14	3.99	4.17
Turning Poir	Byrd DO, Ty	8.00	7.76	5.38	7.22
	Green CRN	18.97	13.71	4.90	12.60

Tennant MC	2.64	2.38	3.95	3.06
Total	8.89	7.69	4.83	7.26
Grand Total	5.93	6.12	4.59	5.51

Robert Lockwood

From: Stephens, Chasity
Sent: Monday, May 2, 2022 11:18 AM
To: Land, Schinley
Subject: RE: Cullman_RCAT_05.02.2022.pptx
Attachments: Charge Lag by Service Date by Provider 03.01 to 04.30.2022.xlsx

Here you go!

From: Land, Schinley <Schinley.Land@cullmanregional.com>
Sent: Monday, May 2, 2022 11:09 AM
To: Stephens, Chasity <Chasity.Stephens@cullmanregional.com>
Subject: RE: Cullman_RCAT_05.02.2022.pptx

The last couple of months is fine.

-schinley

Schinley Land
Executive Director of Physician Services
Cullman Regional Medical Center
1912 Alabama Highway 157
Cullman, AL 35058
Phone: 205-213-7790

From: Stephens, Chasity <Chasity.Stephens@cullmanregional.com>
Sent: Monday, May 2, 2022 11:03 AM
To: Land, Schinley <Schinley.Land@cullmanregional.com>
Subject: RE: Cullman_RCAT_05.02.2022.pptx

I apologize, I will add that to the presentation so that I won't forget next month. What date range would you like as the baseline?

From: Land, Schinley <Schinley.Land@cullmanregional.com>
Sent: Monday, May 2, 2022 11:01 AM
To: Stephens, Chasity <Chasity.Stephens@cullmanregional.com>
Subject: RE: Cullman_RCAT_05.02.2022.pptx

I still need charge lag by provider in preparation for our dictation support pilot that will begin later this month. We need a baseline and then post go live comparisons.

-schinley

Schinley Land
Executive Director of Physician Services
Cullman Regional Medical Center
1912 Alabama Highway 157
Cullman, AL 35058
Phone: 205-213-7790



From: Stephens, Chasity <Chasity.Stephens@cullmanregional.com>
Sent: Monday, May 2, 2022 10:42 AM
To: Crawford, Samantha <Samantha.Crawford@cullmanregional.com>; Evans, Brandon <brandon.evans@cullmanregional.com>; Graves, Stacy <Stacy.Graves@cullmanregional.com>; Jen Baltrusch <jen.baltrusch@cerner.com>; Land, Schinley <Schinley.Land@cullmanregional.com>; McMinn, Vicki <Vicki.McMinn@cullmanregional.com>; Tanner, Tammy <Tammy.Tanner@cullmanregional.com>; Waters, Tammy <Tammy.Waters@cullmanregional.com>
Cc: Courtney, Lisa <Lisa.Courtney@cullmanregional.com>
Subject: Cullman_RCAT_05.02.2022.pptx

Attached is the RCAT outcomes for April 2022.

With our move to a quarterly platform, the next scheduled meeting is July 14th at 10am. Invitation will be sent in advance.

Thank you,
Chasity

		Service Year / Service Month		
		2022		
Source Org	Verifying Pr	March	April	Total
Cullman Re	Kelsey CRN	1.07	2.52	2.00
	Lee MD, Jar	3.18	1.14	2.36
	Mahan MD,	2.65	3.18	2.89
	Neal MD, Tr	3.18	2.81	2.99
	Singireddy M	2.86	3.37	3.06
	Thompson MD, Greg		5.00	5.00
	Total	2.96	2.54	2.77
Cullman Re	Alam , Shah	1.71	1.57	1.65
	Brimer MD,	1.99	1.70	1.86
	Gonzales M	1.86	2.10	1.95
	Mangum CF	16.23	6.62	13.88
	Morgan MD	2.53	2.28	2.40
	Noffsinger M	6.49	6.33	6.43
	Studdard MI	1.76	2.39	2.13
	Tafazoli MD	0.00	9.59	9.29
	Total	6.52	4.11	5.60
Cullman Re	Taylor CRN	3.27	2.87	3.11
	Villar-Gosal	2.74	2.44	2.63
	Total	2.91	2.59	2.80
Cullman Re		-25.50		-25.50
	Britt , Erin	8.28	5.75	7.09
	Cowser , Dc	9.17	5.32	7.40
	Ebrahimi , A	7.87	7.73	7.78
	Files CRNP	11.80	7.12	10.41
	Godfrey CRNP, Ashley		4.64	4.64
	Hendricks MD, Malcolm		2.00	2.00
	Hensley , Ac	6.90	6.10	6.60
	Johnson CF	12.39	6.29	8.93
	Mahan MD,	7.29		7.29
	Mortensen (	10.33	5.33	7.83
	Pleasanton	8.94	7.32	8.48
	Ragsdale C	11.84	6.42	9.91
	Smith CRNF	10.42	3.64	7.17
	Steil MD, Neal		9.42	9.42
	Stewart DO,	8.41	5.94	7.17
	Wadas , Th	8.80	7.52	8.23
	Wheeler , E	7.78	5.55	6.83
	Total	8.57	5.93	7.41
Cullman Re	Kannan MD	1.65	0.96	1.31
	Kanthimathi	8.15		8.15
	Livingston C	3.70	1.71	3.60
	Stapelmann LD, RDN, S		1.12	1.12
	Total	3.35	0.99	2.33
Cullman Re	Brooks CRN	4.47	2.58	3.48

	Bullard MD,	3.76	3.93	3.84
	Cole CRNP,	9.03	4.15	6.87
	Fernandez I	4.72	2.70	3.83
	Jordan CRN	2.37	1.26	1.83
	Yarbrough M	1.97	0.63	1.38
	Total	3.59	2.35	3.02
Cullman Re	Battle MD, [	0.89	0.54	0.75
	Myrick CRN	0.69	0.04	0.45
	Pettit , Kathryn		0.00	0.00
	Total	0.84	0.42	0.67
Cullman Re	Myrick CRN	0.30	0.04	0.05
	Pettit , Kathryn		0.00	0.00
	Total	0.30	0.04	0.05
Cullman Re	Garrison CF	2.40		2.40
	Steil CRNP,	3.21	2.47	2.88
	Steil MD, Ne	8.31	6.43	7.71
	Total	6.30	5.62	6.11
Cullman Re	Harbison CF	12.29	12.55	12.33
	Hinson CRN	1.39	2.08	1.73
	Kravetz MD	3.21	2.30	2.81
	Total	3.41	2.44	2.99
Cullman Re	Evans MD, .	9.98	6.11	8.53
	Frater MD, A	1.00		1.00
	Graves CRN	11.07	1.80	2.75
	Lee MD, James		1.56	1.56
	Mahan MD, Edward		6.00	6.00
	Moody MD,	20.24	-165.25	19.55
	Neal MD, Tracy		3.00	3.00
	Thompson M	13.06	4.45	10.17
	Thornton CF	35.92		35.92
	Total	15.34	3.78	11.91
Cullman Re	Alam , Shahdeen		0.00	0.00
	Clemons CF	2.34	2.20	2.28
	Constant CF	1.00	1.86	1.80
	Crampsey C	2.05	1.58	1.83
	Myrick CRN	0.00		0.00
	Pettit , Kathr	2.20	1.70	1.93
	Pettit MD, R	2.17	0.90	1.38
	Schnittker C	1.78	1.15	1.54
	Turner CRN	1.89	1.89	1.89
	Ward CRNF	1.72	1.81	1.76
	Total	2.00	1.64	1.83
Cullman Re	Wallin MD, I	11.00		11.00
	Total	11.00		11.00
Hartselle He	Bullard MD,	3.70	1.88	2.99
	Evans MD, .	8.21	8.00	8.15
	Frater MD, A	3.92	1.94	2.99

	Gonzales M	1.97	2.06	2.02
	Gould MD, S	3.38	1.40	2.12
	Green CRN	0.71	0.67	0.69
	Mortensen C	1.90	0.52	1.09
	Singireddy M	3.35	0.31	2.32
	Tennant MD	1.26	1.54	1.40
	Yarbrough M	4.84		4.84
	Total	3.57	1.82	2.74
Hartselle He	Beaver CRN	2.10	1.71	1.85
	Clemons CF	5.00	1.70	1.78
	Constant CF	3.25	0.92	1.02
	Crampsey C	2.33	1.93	2.25
	Myrick CRN	1.79	1.50	1.66
	Pettit , Kathr	10.45	0.60	2.02
	Pettit MD, R	2.28	1.48	1.95
	Schnittker C	1.68	1.03	1.39
	Turner CRN	2.60	1.43	2.10
	Ward CRNF	1.19	1.22	1.21
	Whitten CRI	2.23	1.51	1.87
	Total	2.23	1.35	1.81
HHP Primar	Frater MD, A	14.50		14.50
	Total	14.50		14.50
Orthopedic	Bergquist M	4.22	1.92	3.34
	Gould MD, S	4.76	3.74	4.23
	Hirsbrunner	3.74	2.45	3.19
	Mortensen C	3.54	2.66	3.12
	Total	4.13	2.88	3.55
Turning Poir	Byrd DO, Ty	5.94	2.12	4.02
	Green CRN	5.52	1.45	3.49
	Tennant MD	4.89	2.31	3.90
	Total	5.52	2.00	3.87
Grand Total		5.25	2.84	4.21

Robert Lockwood

From: Land, Schinley
Sent: Wednesday, June 1, 2022 2:14 PM
To: Courtney, Lisa
Subject: FW: Noffsinger Settlement Due - Approval Needed When you Return

See below

-schinley

Schinley Land
Executive Director of Physician Services
Cullman Regional Medical Center
1912 Alabama Highway 157
Cullman, AL 35058
Phone: 205-213-7790

From: Donaldson, Nesha <Nesha.Donaldson@cullmanregional.com>
Sent: Wednesday, June 1, 2022 2:06 PM
To: Land, Schinley <Schinley.Land@cullmanregional.com>
Subject: RE: Noffsinger Settlement Due - Approval Needed

She started a spreadsheet to record this for James, so I think that would be best.

From: Land, Schinley <Schinley.Land@cullmanregional.com>
Sent: Wednesday, June 01, 2022 2:04 PM
To: Donaldson, Nesha <Nesha.Donaldson@cullmanregional.com>
Subject: RE: Noffsinger Settlement Due - Approval Needed

We have time for it to wait.

-schinley

Schinley Land
Executive Director of Physician Services
Cullman Regional Medical Center
1912 Alabama Highway 157
Cullman, AL 35058
Phone: 205-213-7790

From: Donaldson, Nesha <Nesha.Donaldson@cullmanregional.com>
Sent: Wednesday, June 1, 2022 1:59 PM
To: Land, Schinley <Schinley.Land@cullmanregional.com>
Subject: RE: Noffsinger Settlement Due - Approval Needed

Can this wait until Monday? When Lisa returns? Are we under contract to pay on a certain date?



From: Land, Schinley <Schinley.Land@cullmanregional.com>
Sent: Wednesday, June 01, 2022 8:59 AM
To: Donaldson, Nesha <Nesha.Donaldson@cullmanregional.com>
Subject: Noffsinger Settlement Due - Approval Needed

Nesha,

Dr. Noffsinger's agreement calls for him to have a settlement monthly for any w/RVUs over 423.75. Attached you will find his w/RVUs for May and the settlement calculation.

Totals w/RVUs: 770.56
Less Base: 423.75
Total Over Base: 346.81
Comp Rate: $50
Total Due:$17,340.50

Do you approve this amount to be sent to payroll for settlement processing?

-schinley

Schinley Land
Executive Director of Physician Services
Cullman Regional Medical Center
1912 Alabama Highway 157
Cullman, AL 35058
Phone: 205-213-7790

Robert Lockwood

From: Land, Schinley
Sent: Wednesday, June 1, 2022 2:15 PM
To: Courtney, Lisa
Subject: FW: Noffsinger Settlement Due - Approval Needed
Attachments: RVUs_Noffsinger_05.01.2022 to 05.31.2022.xls

Nesha wanted you to review this and Dr. Fernandez when you return.

-schinley

Schinley Land
Executive Director of Physician Services
Cullman Regional Medical Center
1912 Alabama Highway 157
Cullman, AL 35058
Phone: 205-213-7790

From: Land, Schinley
Sent: Wednesday, June 1, 2022 8:59 AM
To: Donaldson, Nesha <Nesha.Donaldson@cullmanregional.com>
Subject: Noffsinger Settlement Due - Approval Needed

Nesha,

Dr. Noffsinger's agreement calls for him to have a settlement monthly for any w/RVUs over 423.75. Attached you will find his w/RVUs for May and the settlement calculation.

Totals w/RVUs: 770.56
Less Base: 423.75
Total Over Base: 346.81
Comp Rate: $50
Total Due:$17,340.50

Do you approve this amount to be sent to payroll for settlement processing?

-schinley

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Cullman Regional Medical Center
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Cullman, AL 35058
Phone: 205-213-7790



Sum of Bill Code Work RVU
770.56

May w/RVUS		770.56
Less Base		423.75
Total Over Base		346.81
Bonus Rate	$	50.00
Total Due Over Base		**$17,340.50**

Robert Lockwood

From: Courtney, Lisa
Sent: Monday, June 6, 2022 12:54 PM
To: Graves, Stacy; Land, Schinley
Subject: RE: Noffsinger

It needed my approval and I'm just getting to that email today. It's been sent to payroll. They are finishing up payroll right now but it'll be this week.

From: Graves, Stacy <Stacy.Graves@cullmanregional.com>
Sent: Monday, June 6, 2022 12:52 PM
To: Courtney, Lisa <Lisa.Courtney@cullmanregional.com>; Land, Schinley <Schinley.Land@cullmanregional.com>
Subject: Noffsinger

Dr. Noffsinger is asking about his bonus check?

Thanks

Stacy Graves, RMA
Physician Practice Coordinator II
Cullman Regional Medical Group North
O: 256-735-5083
F: 256-735-5076
Stacy.graves@cullmanregional.com



Robert Lockwood

From: Courtney, Lisa
Sent: Monday, June 6, 2022 12:42 PM
To: Donaldson, Nesha (Nesha.Donaldson@cullmanregional.com)
Subject: Summary Talking Points for James
Attachments: Summary Talking Points for James.docx



Turning Point:

- Drop to 1 physician
- No more Hartselle – focus on Cullman/ED
- Must work M-F, 40 hours/week
- _____% of collections or straight salary

North:

- Noffsinger – Move to % of collections (this will make him leave)
- Alam, Brimer, Gonzales – work 40 hours/week
- Studdard – No change. Just explain what is being told to others.
- Morgan – Same as Studdard.

Multispecialty:

- Bullard – Base plus cash collection %
- Fernandez – Eliminate all infusion costs, base plus cash collections that decreases as the new one starts and she retires

Occ Health:

- Close

South:

- Relocate to North
- Eliminates all staff but Villar

Cardio:

- All minus Singireddy – base plus cash %

Robert Lockwood

From: Land, Schinley
Sent: Tuesday, June 8, 2021 8:25 AM
To: Haga, Jada
Cc: Courtney, Lisa
Subject: Noffsinger Settlement - May
Attachments: RVUs 5.1.2021_5.31.2021_Noffsinger.xls; Noffsinger Amendment_5.24.2021.pdf

Importance: High

Jada,

Dr. Noffsinger is due a productivity bonus for his May volumes. Per the attached w/RVU report, he had 889.93 w/RVUs for the month. The productivity calculation is as follows:

Total w/RVUs for month: 889.93
Less Base: 423.75
Difference: 466.18 w/RVUs
Excess Rate: x 50
Productivity Settlement: $23,309

Please have this added to his check for this Friday.

-schinley

Schinley Land
Executive Director of Physician Services
Cullman Regional Medical Center
PO Box 1108
Cullman, AL 35056
Phone: 205-213-7790



Robert Lockwood

From: Courtney, Lisa
Sent: Monday, June 21, 2021 2:20 PM
To: Land, Schinley
Cc: Payrollgen; Graves, Stacy
Subject: Re: Dr. Noffsinger-Payroll correction

Approved.

Sent from my iPhone

On Jun 21, 2021, at 1:53 PM, Land, Schinley <Schinley.Land@cullmanregional.com> wrote:

When we converted from our previous EMR to the new version of Cerner, it created a change in how we calculated w/RVUs for Dr. Noffsinger. The attached document shows the reconciliation of the April w/RVUs for Dr. Noffsinger. Please add $19,251 in bonus compensation to this payroll for him, in addition to his regular compensation.

Lisa, please approve.

-schinley

Schinley Land
Executive Director of Physician Services
Cullman Regional Medical Center
PO Box 1108
Cullman, AL 35056
Phone: 205-213-7790
<image001.png>

From: Land, Schinley
Sent: Friday, June 11, 2021 4:42 PM
To: Courtney, Lisa <Lisa.Courtney@cullmanregional.com>
Subject: FW: Express Check Needed-Dr. Noffsinger

Ok, check me.

- I took the file I sent Kim to pay the April bonus (was paid on posting date)
- Added a Transaction Detail Report from the old system run on Service Date
- Ran a vlookup on the Service Tab against the Posting Date file we already paid him for
- All items on the Pmts Due page with a #N/A were not included on the previous payment
  - Any values that were previously paid under Post Paid were deleted
  - Any that returned a payment were checked and noted if previous payment was for different DOS
- Once totaled, I added w/RVU values for the CPTS and calculated their value
- Only 1 reversal was due and it is noted/removed on the PMT Summary tab
- The base w/RVUs were already removed from the payment below, leaving him with 385.02 bonus w/RVUs still due
- Bonus Due I've calculated is $19,251

Robert Lockwood

From:	Land, Schinley
Sent:	Monday, August 2, 2021 4:19 PM
To:	Payrollgen; Courtney, Lisa
Cc:	Graves, Stacy
Subject:	Noffsinger - Bonus Compensation for Approval and Add to Check
Attachments:	wRVUs_Noffsinger_July 2021.xls

Dr. Noffsinger had 893.90 billed w/RVUs for period 7/1/2021-7/31/2021. This is 470.15 w/RVUs over his base. The bonus rate is $50 per, totaling $23,507.50 in additional compensation due for July. Lisa, please review and approve if appropriate. Once approved, payroll, please add this to this check run for hm.

-schinley

Schinley Land
Executive Director of Physician Services
Cullman Regional Medical Center
PO Box 1108
Cullman, AL 35056
Phone: 205-213-7790

Robert Lockwood

From: Courtney, Lisa
Sent: Friday, September 10, 2021 8:07 AM
To: Corona, Eugenia
Cc: Land, Schinley; PayRollGen; Graves, Stacy
Subject: RE: Noffsinger Bonus Due-August 2021_Approval Needed

Approved.

From: Corona, Eugenia <Eugenia.Corona@cullmanregional.com>
Sent: Friday, September 10, 2021 7:45 AM
To: Courtney, Lisa <Lisa.Courtney@cullmanregional.com>
Cc: Land, Schinley <Schinley.Land@cullmanregional.com>; PayRollGen <PayRollGen@cullmanregional.com>; Graves, Stacy <Stacy.Graves@cullmanregional.com>
Subject: RE: Noffsinger Bonus Due-August 2021_Approval Needed

Hey Lisa, just following up on approval.

Eugenia Corona
#secure_delivery#

From: Land, Schinley
Sent: Thursday, September 9, 2021 9:05 AM
To: PayRollGen <PayRollGen@cullmanregional.com>; Corona, Eugenia <Eugenia.Corona@cullmanregional.com>; Courtney, Lisa <Lisa.Courtney@cullmanregional.com>
Cc: Graves, Stacy <Stacy.Graves@cullmanregional.com>
Subject: Noffsinger Bonus Due-August 2021_Approval Needed
Importance: High

Per the attached w/RVU report, please see the productivity calculations and bonus due for Dr. Noffsinger for August 2021. Lisa, please approve. Eugenia, once Lisa approves, please process for payroll.

Noffsinger MD, Hansel		852.44
Grand Total		852.44
Agreement Volume		423.75
Production Above Agreement		428.69
Bonus Rate	$	50.00
Bonus Due	**$**	**21,434.50**

-schinley

Schinley Land
Executive Director of Physician Services
Cullman Regional Medical Center
PO Box 1108
Cullman, AL 35056
Phone: 205-213-7790

Robert Lockwood

From: Courtney, Lisa
Sent: Wednesday, December 8, 2021 2:41 PM
To: Partlow, Larissa; Land, Schinley; PayRollGen; Corona, Eugenia; Arnold, Chris
Subject: RE: Bonus Due - Dr. Noffsinger

Approve.

From: Partlow, Larissa <Larissa.Partlow@cullmanregional.com>
Sent: Wednesday, December 8, 2021 2:40 PM
To: Land, Schinley <Schinley.Land@cullmanregional.com>; PayRollGen <PayRollGen@cullmanregional.com>; Corona, Eugenia <Eugenia.Corona@cullmanregional.com>; Courtney, Lisa <Lisa.Courtney@cullmanregional.com>; Arnold, Chris <Chris.Arnold@cullmanregional.com>
Subject: RE: Bonus Due - Dr. Noffsinger
Importance: High

Schinley,
If we can get this approved in the next hour, I can include on the ALT Run payroll ACH. If not, it will be issued via paper check and available for him to pick up on Friday.
Thanks!
Larissa

From: Land, Schinley <Schinley.Land@cullmanregional.com>
Sent: Wednesday, December 8, 2021 2:16 PM
To: PayRollGen <PayRollGen@cullmanregional.com>; Corona, Eugenia <Eugenia.Corona@cullmanregional.com>; Courtney, Lisa <Lisa.Courtney@cullmanregional.com>
Subject: Bonus Due - Dr. Noffsinger
Importance: High

All,

We have been reviewing w/RVUs for Dr. Noffsinger, causing a delay in his productivity bonus. Attached you will find his w/RVUs for October and November. Per his agreement and the attached reports, he is due the following in productivity settlements:

Month	w/RVUs	w/RVUs over 423.75 base	Bonus Due
October	803.75	380	$19,000.00
November	718.58	294.83	$14,741.50
TOTAL	1522.33	674.83	$33,741.50

Lisa, please review and if appropriate, approve. Eugenia, once Lisa has reviewed and approved, please process payment for these bonuses. Also, please let me know when we anticipate these being paid so he can know when he needs to pick them up.

-schinley

Schinley Land
Executive Director of Physician Services
Cullman Regional Medical Center

Robert Lockwood

From: Courtney, Lisa
Sent: Monday, January 3, 2022 1:52 PM
To: Land, Schinley; Corona, Eugenia
Cc: PayRollGen; Graves, Stacy
Subject: RE: Dr. Noffsinger December w/RVUs - Approval Needed

Approved.

From: Land, Schinley <Schinley.Land@cullmanregional.com>
Sent: Monday, January 3, 2022 1:47 PM
To: Corona, Eugenia <Eugenia.Corona@cullmanregional.com>; Courtney, Lisa <Lisa.Courtney@cullmanregional.com>
Cc: PayRollGen <PayRollGen@cullmanregional.com>; Graves, Stacy <Stacy.Graves@cullmanregional.com>
Subject: Dr. Noffsinger December w/RVUs - Approval Needed
Importance: High

Dr. Noffsinger is paid a regular draw through payroll and this is due a bonus for his w/RVUs over his base threshold. He produced 682.11 w/RVUs in December. This should be processed as follows:

Total w/RVUS: 682.11
Less Base: 423.75
w/RVUs over base: 258.36
w/RVU rate: $50 per
Bonus Compensation Due: $12,918

Once Lisa reviews/approves, please add this to his check for payment.

-schinley

Schinley Land
Executive Director of Physician Services
Cullman Regional Medical Center
PO Box 1108
Cullman, AL 35056
Phone: 205-213-7790

Robert Lockwood

From:	Land, Schinley
Sent:	Thursday, February 3, 2022 12:14 PM
To:	PayRollGen; Corona, Eugenia; Courtney, Lisa
Cc:	Graves, Stacy
Subject:	Noffsinger Settlement Due - Approval and Follow Up Needed
Attachments:	RVUs_Noffsinger_01.01.2022 to 01.31.2022.xls
Importance:	High

Dr. Noffsinger's agreement calls for him to have a settlement monthly for any w/RVUs over 423.75. Attached you will find his w/RVUs for January and the settlement due:

Total w/RVUS: 654.76
Less Base: 423.75
Total Over Base: 231.01
Rate for bonus: $50
Total Due: $11,550.50

Lisa, please review and if appropriate, approve. Eugenia, once Lisa has reviewed and approved, please process payment for these bonuses.

-schinley

Schinley Land
Executive Director of Physician Services
Cullman Regional Medical Center
1912 Alabama Highway 157
Cullman, AL 35058
Phone: 205-213-7790

Robert Lockwood

From: Courtney, Lisa
Sent: Tuesday, March 1, 2022 1:39 PM
To: Land, Schinley; PayRollGen; Corona, Eugenia
Cc: Graves, Stacy
Subject: Re: Noffsinger Settlement Due - Approval and Follow Up Needed

Approved

Get Outlook for iOS

From: Land, Schinley <Schinley.Land@cullmanregional.com>
Sent: Tuesday, March 1, 2022 1:24:16 PM
To: PayRollGen <PayRollGen@cullmanregional.com>; Corona, Eugenia <Eugenia.Corona@cullmanregional.com>; Courtney, Lisa <Lisa.Courtney@cullmanregional.com>
Cc: Graves, Stacy <Stacy.Graves@cullmanregional.com>
Subject: Noffsinger Settlement Due - Approval and Follow Up Needed

Dr. Noffsinger's agreement calls for him to have a settlement monthly for any w/RVUs over 423.75. Attached you will find his w/RVUs for February and the settlement due:

Total w/RVUS: 790.75
Less Base: 423.75
Total Over Base: 367
Rate for bonus: $50
Total Due: $18350.00

Lisa, please review and if appropriate, approve. Eugenia, once Lisa has reviewed and approved, please process payment for these bonuses.

-schinley

Schinley Land
Executive Director of Physician Services
Cullman Regional Medical Center
1912 Alabama Highway 157
Cullman, AL 35058
Phone: 205-213-7790

Robert Lockwood

From: Courtney, Lisa
Sent: Monday, April 4, 2022 12:00 PM
To: Land, Schinley; PayRollGen; Corona, Eugenia
Cc: Graves, Stacy
Subject: RE: Noffsinger Settlement Due - Approval and Follow Up Needed

Approved.

From: Land, Schinley <Schinley.Land@cullmanregional.com>
Sent: Monday, April 4, 2022 11:15 AM
To: PayRollGen <PayRollGen@cullmanregional.com>; Corona, Eugenia <Eugenia.Corona@cullmanregional.com>; Courtney, Lisa <Lisa.Courtney@cullmanregional.com>
Cc: Graves, Stacy <Stacy.Graves@cullmanregional.com>
Subject: Noffsinger Settlement Due - Approval and Follow Up Needed

All,

Dr. Noffsinger's agreement calls for him to have a settlement monthly for any w/RVUs over 423.75. Attached you will find his w/RVUs for March and the settlement due:

Total w/RVUS: 938.63
Less Base: 423.75
Total Over Base: 514.88
Rate for bonus: $50
Total Due: $25,744.00

Lisa, please review and if appropriate, approve. Eugenia, once Lisa has reviewed and approved, please process payment for these bonuses.

-schinley

Schinley Land
Executive Director of Physician Services
Cullman Regional Medical Center
1912 Alabama Highway 157
Cullman, AL 35058
Phone: 205-213-7790

Robert Lockwood

From: Courtney, Lisa
Sent: Monday, May 2, 2022 12:25 PM
To: Land, Schinley; PayRollGen; Corona, Eugenia
Cc: Graves, Stacy
Subject: RE: Noffsinger Settlement Due - Approval and Follow Up Needed

Approved.

From: Land, Schinley <Schinley.Land@cullmanregional.com>
Sent: Monday, May 2, 2022 11:52 AM
To: PayRollGen <PayRollGen@cullmanregional.com>; Courtney, Lisa <Lisa.Courtney@cullmanregional.com>; Corona, Eugenia <Eugenia.Corona@cullmanregional.com>
Cc: Graves, Stacy <Stacy.Graves@cullmanregional.com>
Subject: Noffsinger Settlement Due - Approval and Follow Up Needed

All,

Dr. Noffsinger's agreement calls for him to have a settlement monthly for any w/RVUs over 423.75. Attached you will find his w/RVUs for April and the settlement due:

Total w/RVUS: 730.26
Less Base: 423.75
Total Over Base: 306.51
Rate for bonus: $50
Total Due: $15,325.50

Lisa, please review and if appropriate, approve. Eugenia, once Lisa has reviewed and approved, please process payment for these bonuses.

-schinley

Schinley Land
Executive Director of Physician Services
Cullman Regional Medical Center
1912 Alabama Highway 157
Cullman, AL 35058
Phone: 205-213-7790

From: Donaldson, Nesha <Nesha.Donaldson@cullmanregional.com>
Sent: Wednesday, June 1, 2022 1:59 PM
To: Land, Schinley <Schinley.Land@cullmanregional.com>
Subject: RE: Noffsinger Settlement Due - Approval Needed

Can this wait until Monday? When Lisa returns? Are we under contract to pay on a certain date?

From: Land, Schinley <Schinley.Land@cullmanregional.com>
Sent: Wednesday, June 01, 2022 8:59 AM
To: Donaldson, Nesha <Nesha.Donaldson@cullmanregional.com>
Subject: Noffsinger Settlement Due - Approval Needed

Nesha,

Dr. Noffsinger's agreement calls for him to have a settlement monthly for any w/RVUs over 423.75. Attached you will find his w/RVUs for May and the settlement calculation.

Totals w/RVUs: 770.56
Less Base: 423.75
Total Over Base: 346.81
Comp Rate: $50
Total Due:$17,340.50

Do you approve this amount to be sent to payroll for settlement processing?

-schinley

Schinley Land
Executive Director of Physician Services
Cullman Regional Medical Center
1912 Alabama Highway 157
Cullman, AL 35058
Phone: 205-213-7790

Robert Lockwood

From: Land, Schinley
Sent: Tuesday, July 5, 2022 3:56 PM
To: Courtney, Lisa
Subject: Noffsinger - June w/RVUs
Attachments: RVUs_Noffsinger_06.01.2022 to 06.30.2022.xls

Lisa,

Attached are the w/RVUs attributed to Dr. Noffsinger during June. The report has him with 16.05 w/RVUs over his base, leaving him with a $802.50 settlement. Did he complete the required things for this to be paid out or is this something we hold until a later time?

-schinley

Schinley Land
Executive Director of Physician Services
Cullman Regional Medical Center
1912 Alabama Highway 157
Cullman, AL 35058
Phone: 205-213-7790
CULLMAN

Robert Lockwood

From: Courtney, Lisa
Sent: Thursday, June 16, 2022 10:08 AM
To: Anderson, Wendy; Hanners, Amanda; Satterfield, Amanda; Smith, Katy; Foster, Tonya; Burchfield, Jane; Brown, Charna (charna.brown@cullmanregional.com); Suits, Vickie
Subject: Dr. Noffsinger

All,

Dr. Noffsinger is no longer seeing patients for Cullman Regional. If you need anything, the other providers in the group will be more than happy to take care of the current patients.

Thanks,
Lisa

Lisa Courtney
Vice President of Physician Services
Cullman Regional Medical Center
PO Box 1108
Cullman, AL 35056
Phone: 256-737-2592
Fax: 256-737-2596



Robert Lockwood

From:	Courtney, Lisa
Sent:	Thursday, June 16, 2022 1:13 PM
To:	HR Forms Group
Cc:	Donaldson, Nesha
Subject:	Termination Form for NOFFSINGER, HANSEL
Attachments:	Termination Form for NOFFSINGER, HANSEL.xml

This Termination form has been submitted to you for review.



Robert Lockwood

From: Courtney, Lisa
Sent: Thursday, June 16, 2022 1:20 PM
To: Warner, Emily; Suits, Vickie; Salyers, Valinda; Walker, Katie; Creekmore, Shelby
Subject: RE: Dr. Noffsinger

We are calling all of our patients and letting them know. All patients are also being sent a letter.

From: Warner, Emily <emily.warner@cullmanregional.com>
Sent: Thursday, June 16, 2022 1:18 PM
To: Suits, Vickie <vickie.suits@cullmanregional.com>; Salyers, Valinda <valinda.salyers@cullmanregional.com>; Walker, Katie <katie.walker@cullmanregional.com>; Creekmore, Shelby <Shelby.Creekmore@cullmanregional.com>; Courtney, Lisa <Lisa.Courtney@cullmanregional.com>
Subject: RE: Dr. Noffsinger

Hey, Lisa. I was just wanting more information on how to proceed with currently scheduled Noffsinger patients.

Does his office have a list of patients that he has ordered tests for and calling them to make them aware that a different doctor will be receiving the report and asking the patient's if that is okay?

Emily Warner
Quality and Education Coordinator
Patient Access Department
1912 AL Hwy 157
Cullman, AL 35058
(256) 737-2802
Emily.Warner@cullmanregional.com

From: Suits, Vickie <vickie.suits@cullmanregional.com>
Sent: Thursday, June 16, 2022 11:53 AM
To: Warner, Emily <emily.warner@cullmanregional.com>; Salyers, Valinda <valinda.salyers@cullmanregional.com>; Walker, Katie <katie.walker@cullmanregional.com>; Creekmore, Shelby <Shelby.Creekmore@cullmanregional.com>
Subject: FW: Dr. Noffsinger

FYI



From: Borden, Susan <Susan.Borden@cullmanregional.com>
Sent: Thursday, June 16, 2022 11:50 AM
To: Suits, Vickie <vickie.suits@cullmanregional.com>
Subject: Re: Dr. Noffsinger

Good question. The results will be for treatment purposes and to a covered entity and will be covered by HIPAA. If we get updated order up front, the patient could be asked if that was okay or if they wanted to choose another physician.

Get Outlook for iOS

From: Suits, Vickie <vickie.suits@cullmanregional.com>
Sent: Thursday, June 16, 2022 11:20:17 AM
To: Borden, Susan <Susan.Borden@cullmanregional.com>
Subject: RE: Dr. Noffsinger

One more question.

If a public alert is sent out stating which doctors will be taking over his patients, will we still need to call each patient to obtain permission before getting an updated order from a new physican?

From: Borden, Susan <Susan.Borden@cullmanregional.com>
Sent: Thursday, June 16, 2022 10:52 AM
To: Suits, Vickie <vickie.suits@cullmanregional.com>
Subject: RE: Dr. Noffsinger

His order is valid. The problem comes into play on who will be receiving the results. I would say front end. This way we ensure results are routed to the appropriate provider.

Thanks,
Susan Borden
Phone: 256-737-2515

This email communication and any attachment thereto is protected from disclosure pursuant to the provisions of the Patient Safety and Quality Improvement Act [42 CFR Part 3] and other state and federal laws. Unauthorized disclosure or duplication is absolutely prohibited.

From: Suits, Vickie <vickie.suits@cullmanregional.com>
Sent: Thursday, June 16, 2022 10:51 AM
To: Borden, Susan <Susan.Borden@cullmanregional.com>
Subject: FW: Dr. Noffsinger

Susan

Will order corrections need to be handled on the front end or back end?

From: Courtney, Lisa <Lisa.Courtney@cullmanregional.com>
Sent: Thursday, June 16, 2022 10:08 AM
To: Anderson, Wendy <Wendy.Anderson@cullmanregional.com>; Hanners, Amanda <Amanda.Hanners@cullmanregional.com>; Satterfield, Amanda <amanda.satterfield@cullmanregional.com>; Smith, Katy <katy.smith@cullmanregional.com>; Foster, Tonya <Tonya.Foster@cullmanregional.com>; Burchfield, Jane <jane.burchfield@cullmanregional.com>; Brown, Charna <charna.brown@cullmanregional.com>; Suits, Vickie <vickie.suits@cullmanregional.com>
Subject: Dr. Noffsinger

All,

Dr. Noffsinger is no longer seeing patients for Cullman Regional. If you need anything, the other providers in the group will be more than happy to take care of the current patients.

Thanks,
Lisa

Lisa Courtney
Vice President of Physician Services
Cullman Regional Medical Center
PO Box 1108
Cullman, AL 35056
Phone: 256-737-2592
Fax: 256-737-2596

Robert Lockwood

From: Courtney, Lisa
Sent: Thursday, June 16, 2022 4:22 PM
To: Land, Schinley
Subject: Re: Dr. Noffsinger Lab question

I'm good with it but before you cancel a diagnostic or lab order that a patient things is scheduled, we better call the patient.

Get Outlook for iOS

From: Land, Schinley <Schinley.Land@cullmanregional.com>
Sent: Thursday, June 16, 2022 4:14:08 PM
To: Courtney, Lisa <Lisa.Courtney@cullmanregional.com>
Subject: RE: Dr. Noffsinger Lab question

I talked with Drs. Alam and Brimer since they are here today. Their perspective was that having things ordered under another provider and them following up would be a liability. Both felt comfortable with the following:

- Orders Not Completed: Void all open/orders not complete - allow MD to review information and place new order if needed - this would be lab/imaging/etc.
- Refill Request: Give a 30-day refill on non-controlled substance and scheduled to establish care with new provider in office
- Refill Request - Controlled: Controlled substance would need to come in for evaluation

Are you good with this proposal? I wanted to get it blessed before I send it to lab/the clinic and everyone else.

-schinley

Schinley Land
Executive Director of Physician Services
Cullman Regional Medical Center
1912 Alabama Highway 157
Cullman, AL 35058
Phone: 205-213-7790



From: Courtney, Lisa <Lisa.Courtney@cullmanregional.com>
Sent: Thursday, June 16, 2022 10:20 AM
To: Burchfield, Jane <jane.burchfield@cullmanregional.com>
Cc: Land, Schinley <Schinley.Land@cullmanregional.com>; Villar, Misty <misty.villar@cullmanregional.com>
Subject: RE: Dr. Noffsinger Lab question

Alam or Brimer

Schinley?

From: Burchfield, Jane <jane.burchfield@cullmanregional.com>
Sent: Thursday, June 16, 2022 10:15 AM
To: Courtney, Lisa <Lisa.Courtney@cullmanregional.com>

FILED
2026 Mar-05 AM 10:00
U.S. DISTRICT COURT
N.D. OF ALABAMA

Cc: Land, Schinley <Schinley.Land@cullmanregional.com>; Villar, Misty <misty.villar@cullmanregional.com>
Subject: RE: Dr. Noffsinger Lab question
Importance: High

Lisa or Schinley, please give direction on provider name to register patients returning for lab work which Dr. N ordered. We will need orders signed by a different provider for the accounts. She has one this morning. Hopefully, this will be an issue for a short time.

Thanks,

From: Courtney, Lisa <Lisa.Courtney@cullmanregional.com>
Sent: Thursday, June 16, 2022 10:08 AM
To: Anderson, Wendy <Wendy.Anderson@cullmanregional.com>; Hanners, Amanda <Amanda.Hanners@cullmanregional.com>; Satterfield, Amanda <amanda.satterfield@cullmanregional.com>; Smith, Katy <katy.smith@cullmanregional.com>; Foster, Tonya <Tonya.Foster@cullmanregional.com>; Burchfield, Jane <jane.burchfield@cullmanregional.com>; Brown, Charna <charna.brown@cullmanregional.com>; Suits, Vickie <vickie.suits@cullmanregional.com>
Subject: Dr. Noffsinger

All,

Dr. Noffsinger is no longer seeing patients for Cullman Regional. If you need anything, the other providers in the group will be more than happy to take care of the current patients.

Thanks,
Lisa

Lisa Courtney
Vice President of Physician Services
Cullman Regional Medical Center
PO Box 1108
Cullman, AL 35056
Phone: 256-737-2592
Fax: 256-737-2596

Robert Lockwood

From: Parris, Tammy
Sent: Tuesday, June 21, 2022 10:31 AM
To: Courtney, Lisa
Subject: RE: Noffsinger



Ty!

From: Courtney, Lisa <Lisa.Courtney@cullmanregional.com>
Sent: Tuesday, June 21, 2022 10:23 AM
To: Parris, Tammy <tammy.parris@cullmanregional.com>
Subject: RE: Noffsinger

Yes.

From: Parris, Tammy <tammy.parris@cullmanregional.com>
Sent: Tuesday, June 21, 2022 10:22 AM
To: Courtney, Lisa <Lisa.Courtney@cullmanregional.com>
Subject: Noffsinger
Importance: High

On Noffsinger – are we paying him for 90 days his salary?

(b) Termination Without Cause

. This Agreement may be terminated without cause; i) at any time by the mutual written consent of the parties, or ii) upon written notice by either party for a termination date at least ninety (90) days following the date of such notice. In the event of such termination, the Hospital shall pay to Physician the prorated equivalent of his salary up to the date of termination.

Tammy Parris
Operations Controller
Direct: 256-737-2892 | Cell: 256-636-3153
CULLMAN REGIONAL

CULLMAN REGIONAL

POSITION CONTROL FORM

Employee Information

Data Type: Transfer Badge Number: [redacted]

First Name: Carlos Middle Name: Last Name: Villar

Address: City: State: ZIP:

Current Department: 193 Current Title: Physician

Birth Date: Phone:

Current FTE: 1 Effective Date: 06/19/2022

EFFECTIVE DATE MUST BE BEGINNING OF PAY PERIOD

Department Unit Name: PRIMARY/FAMILY CARE CLINIC Department Unit: 190

Job Title: Physician Position: 19014 ☑ **Check if New Position**

New FTE: 1 Annual Hours: 2080 **BASED ON THE NEW FTE SELECTION**

Hours Per Pay Period: 80 Employee Status: FT

Overtime Method: Exempt Day Evening Night: Exempt

Department Director Unit Manager: Schinley Land Date Requested: 6/21/2022

Comments:
Closed South and moved MD to North location

Approve Reject: Approved

HR Comments:

HR Portion Only

Rate Hr:$ 112.98 Rate Yr:$ 234,998.40 Job Code: MD New Job Code: MD

Grade: Min:$ Mid:$ Max:$

Shift Code: Day Evening Night: 1 Date Of Hire: 7/1/2019 New Position #: 19014

PLAINTIFF'S EXHIBIT 78

PENGAD 800-631-6989

Cullman Regional 000577

Robert Lockwood

From: Foster, Tonya
Sent: Tuesday, August 9, 2022 1:13 PM
To: Courtney, Lisa
Subject: RE: Noffsinger

Got it, thank you.

Tonya Foster
Director of Home Care and Hospice Services
256-737-2831 or 256-739-5185
Cell # 256-338-8782

-----Original Message-----
From: Courtney, Lisa <Lisa.Courtney@cullmanregional.com>
Sent: Tuesday, August 9, 2022 12:47 PM
To: Foster, Tonya <Tonya.Foster@cullmanregional.com>
Subject: RE: Noffsinger

No. He's still a provider in the community and we will gladly accept his business.

-----Original Message-----
From: Foster, Tonya <Tonya.Foster@cullmanregional.com>
Sent: Tuesday, August 9, 2022 12:45 PM
To: Courtney, Lisa <Lisa.Courtney@cullmanregional.com>
Subject: Noffsinger

Noffsinger is a pcp for a patient that came out of hospital. He is setup at a clinic in Hanceville now. Is there a problem with us taking orders from him? First time this has came up since he left.

Thanks,

Tonya

Tonya Foster
Director of Cullman Regional
Home Care and Hospice services
Ext 2831
256-338-8782

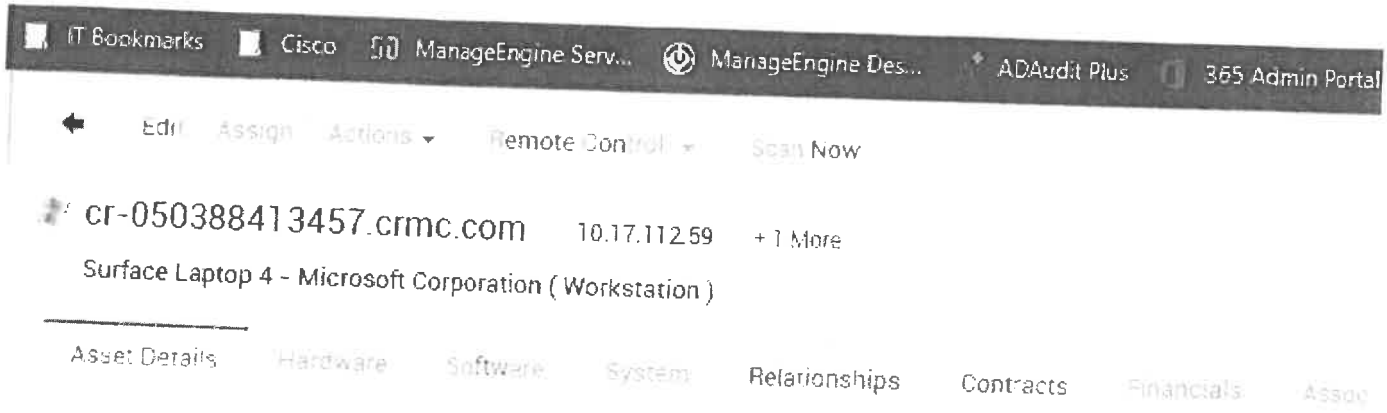


Robert Lockwood

From: Simpson, Sean
Sent: Friday, September 9, 2022 8:36 AM
To: Estes, Barbara; Courtney, Lisa; Land, Schinley
Subject: RE: Dr. Noffsinger

It is a Surface laptop 4 and it should have a power supply with it. Worth ~$2k.





Asset Details

Asset	cr-050388413457.crmc.com
Product Type	Workstation
Asset State	In Store
Agent Version	-
Asset Tag	-
Org Serial Number	-
Acquisition Date	-
Expiry Date	-
Business Impact	-

Cost

Purchase Cost($)	-

User Details

Last Logged In User	han0011
User	-
Is Loaned	No

Location

Sean Simpson

Director of Information Technology
1912 AL Hwy 157
Cullman, AL 35056-1108
(256) 735-5266
sean.simpson@cullmanregional.com

CULLMAN
REGIONAL

From: Estes, Barbara <Barbara.Estes@cullmanregional.com>
Sent: Friday, September 9, 2022 8:33 AM
To: Simpson, Sean <Sean.Simpson@cullmanregional.com>; Courtney, Lisa <Lisa.Courtney@cullmanregional.com>; Land, Schinley <Schinley.Land@cullmanregional.com>
Subject: RE: Dr. Noffsinger

Possibly.

Is it just one laptop? Can I get specifics on what he has?

Thank you.

Barbara

From: Simpson, Sean <Sean.Simpson@cullmanregional.com>
Sent: Friday, September 9, 2022 8:32 AM
To: Estes, Barbara <Barbara.Estes@cullmanregional.com>; Courtney, Lisa <Lisa.Courtney@cullmanregional.com>; Land, Schinley <Schinley.Land@cullmanregional.com>
Subject: RE: Dr. Noffsinger

Could you request it from him?

Sean Simpson
Director of Information Technology
1912 AL Hwy 157
Cullman, AL 35056-1108
(256) 735-5266
sean.simpson@cullmanregional.com

CULLMAN
REGIONAL

From: Estes, Barbara <Barbara.Estes@cullmanregional.com>
Sent: Friday, September 9, 2022 8:30 AM
To: Courtney, Lisa <Lisa.Courtney@cullmanregional.com>; Land, Schinley <Schinley.Land@cullmanregional.com>; Simpson, Sean <Sean.Simpson@cullmanregional.com>
Subject: RE: Dr. Noffsinger

I have not received a laptop from him.

Thank you,

Barbara

From: Courtney, Lisa <Lisa.Courtney@cullmanregional.com>
Sent: Friday, September 9, 2022 8:25 AM
To: Land, Schinley <Schinley.Land@cullmanregional.com>; Simpson, Sean <Sean.Simpson@cullmanregional.com>
Cc: Estes, Barbara <Barbara.Estes@cullmanregional.com>
Subject: RE: Dr. Noffsinger

He was told to only contact Barbara so I'm not sure.

Barbara – Did Noffsinger ever turn his laptops back in to you?

From: Land, Schinley <Schinley.Land@cullmanregional.com>
Sent: Friday, September 9, 2022 8:15 AM
To: Simpson, Sean <Sean.Simpson@cullmanregional.com>; Courtney, Lisa <Lisa.Courtney@cullmanregional.com>
Subject: RE: Dr. Noffsinger

His office was on the 4th floor of POB I, at Primary Care North. There was a docking station in his office, but it was traded from the one Dr. Villar had at South. The tech took the previous docking station with him. Because Dr. Noffsinger was still employed when he went home, I believe he did carry a laptop home and I think it was ours but am not certain. Lisa, do you know if he ever returned it to the hospital after he finished his charges?

-schinley

Schinley Land
Executive Director of Physician Services
Cullman Regional Medical Center
1912 Alabama Highway 157
Cullman, AL 35058
Phone: 205-213-7790

From: Simpson, Sean <Sean.Simpson@cullmanregional.com>
Sent: Friday, September 9, 2022 7:39 AM
To: Land, Schinley <Schinley.Land@cullmanregional.com>
Subject: Dr. Noffsinger

Schinley,
Where was Dr. Noffsinger's office? I'm trying to track down the computers he had. Thanks

Sean Simpson
Director of Information Technology
1912 AL Hwy 157
Cullman, AL 35056-1108
(256) 735-5266
sean.simpson@cullmanregional.com

Waller Lansden Dortch & Davis, LLP
511 Union Street, Suite 2700
P.O. Box 198966
Nashville, TN 37219-8966

615.244.6380 main
615.244.6804 fax
wallerlaw.com

John J. Park
615.850.8767 direct
john.park@wallerlaw.com

September 28, 2022

Via EEOC Respondent Portal

Equal Employment Opportunity Commission
Birmingham District Office
Ridge Park Place
1130 22nd Street
Birmingham, Alabama 35205

Re: Charging Party: Dr. Hansel Noffsinger
Respondent: Cullman Regional Medical Center
Charge No.: 420-2022-03336

To the Investigator:

This letter is submitted as Respondent Cullman Regional Medical Center's (the "Hospital") response to the charge of discrimination filed by Charging Party Hansel Noffsinger. For the reasons below, Dr. Noffsinger's allegation that he was terminated because of his age is without merit. The Charge should be dismissed.

I. Background

The Hospital is a 145 bed medical center owned and operated by the Health Care Authority of Cullman County, Alabama. Dr. Noffsinger was hired by the Hospital in January 2020 as an internal medicine physician and began seeing patients in or about April 2020.

The Hospital had issues with Dr. Noffsinger's conduct throughout his employment. Dr. Noffsinger was unprofessional and disrespectful towards staff and colleagues. In one instance, Dr. Noffsinger yelled at a coder that was reviewing whether he had properly coded certain procedures. Also, in March 2021, the Hospital became aware of allegations by several former employees that Dr. Noffsinger had made sexual jokes or innuendos in the workplace. Dr. Noffsinger admitted that he made "off-color jokes" with sexual content, although he claimed that he had asked permission from the other employees before making the remarks and had not realized that he offended anyone. The Hospital did not terminate Dr. Noffsinger at that time, but required him to participate in one-on-one sensitivity training (at the Hospital's expense) regarding proper workplace conduct.

The Hospital also had to warn Dr. Noffsinger on multiple occasions about following best practices and procedures. In March 2021, Dr. Noffsinger was counseled to ensure that he used chaperones, regardless of patient/provider gender, anytime there is an examination of or near the breast or genitals.

Dr. Noffsinger is correct that he had a full patient load, as would be expected for a physician of his experience and tenure at the Hospital. Dr. Noffsinger, however, was also highly



compensated relative to his peers. Despite his RVU's, Dr. Noffsinger did not generate sufficient revenues for the Hospital to justify his compensation level under his current employment agreement. Given the concerns about his professionalism and anticipated reaction to a proposed reduction in pay, the Hospital did not believe it would be productive to attempt to negotiate a new agreement and made the decision that it would be mutually beneficial to end the employment relationship.

II. Response to allegations in the Charge

The Hospital denies that Dr. Noffsinger was discriminated against on the basis of his age and responds to the specific allegations in the Charge as follows:

> **On his first day of work, Dr. Shadeem Alam, a newly hired physician, told me "I hear you are about to retire." This was not true and I informed Dr. Alam that I had no intention of retiring.**

Dr. Alam denies making this statement, and regardless it is in no way representative of the Hospital's understanding of Dr. Noffsinger's intentions with respect to retirement. The Hospital hired Dr. Noffsinger with the expectation that he would continue his practice with no anticipated retirement date.

> **Upon information and belief, Respondent's management held a meeting to discuss each of the doctors and their future plans within the organization; however, the Office Manager informed me that the management team did not discuss my future with the organization in any capacity.**

Dr. Noffsinger does not identify when this meeting allegedly occurred. The management team at the Hospital discusses its physicians and their futures on an ongoing basis. Dr. Noffsinger was hired by the Hospital in 2020, and as discussed above its expectation was that he would continue practicing and treating its patients as long as he did so in a professional and productive manner.

> **Respondent commenced marketing efforts to increase the practice's patient load. All of the internists were invited to participate in these sessions with the advertising agency which included social media advertising, TV interviews, and print advertising. Respondent did not extend this invitation to me.**

This is not true. The Hospital marketed Dr. Noffsinger upon his arrival just as it does with all new physicians. (See https://cullmanregional.com/cullman-regional-welcomes-internal-medicine-physician-hans-noffsinger-md-to-medical-group/.) The Hospital similarly marketed newer physicians as they were hired. At the time that several new physicians were beginning, Dr. Noffsinger had a full patient load and additional marketing of his services was not necessary.

> **Respondent transferred over to a lab work software system called iOrder. Respondent never provided me with credentials to use this**

system; however, Respondent's younger doctors and CRNP's were provided the necessary credentials.

The iOrder system was never rolled out at the Hospital during Dr. Noffsinger's employment. Certain physicians across the Hospital were asked to "beta test" the iOrder system to help identify issues or areas for improvement before it was installed Hospital-wide. Dr. Noffsinger, who had experienced difficulty with more basic technology in other aspects, was not asked to be part of this group. All existing systems and processes remained in place during the beta testing phase. Dr. Noffsinger would have been provided with credentials for the iOrder systems after beta testing was completed.

On June 15, 2022, Respondent terminated my employment. Respondent's outside counsel Colin Luke informed me of the termination. Respondent's Head of Human Resources and Respondent's Vice President Lisa Courtney were also present for the termination meeting. During the termination meeting, I asked why I was being fired. Luke stated that Respondent did not have to provide me for a reason for my termination. I asked Luke if I retained an attorney would they tell counsel, and Luke again stated that Respondent did not have to give a reason.

The Hospital terminated Dr. Noffsinger's employment on June 15, 2022. Although the Hospital declined at the time to elaborate on the circumstances and reasons for his termination described above, the decision had nothing to do with his age.

My patients were notified that I was no longer employed by Respondent and invited my patients to continue you with Respondent's remaining physicians and/or CRNPs: Shaldeen Alam (early 30's), Cameron Brimer (early 30's), Caroline Studdard (mid-30's), Carlos Villar (late 40's), John Morgan (early 50's), Richard Gonzales (early 50's) and Nicole Mangum (early 40's). These employees are under the age of forty or otherwise substantially younger than me. Of these employees, only Dr. Villar had been with Respondent longer and he worked at a separate clinic location.

Per its standard practice, Dr. Noffsinger's patients were invited to continue their treatment at the Hospital with one of its other physicians. Dr. Noffsinger's tenure at the Hospital was not a factor in the Hospital's decision and did not justify or outweigh the deficiencies that led to his termination.

Respondent measures the performance of its physicians and CRNPs by number of patient visits patient satisfaction scores and "relative value units", commonly referred to as RVUs. I generated an average of 800+ RVUs per month, equal to or more than that of my younger colleagues . . . combined. According to Respondent's office manager, WHO, stated that I had a greater number of patient visits, more RVUs and the highest patient satisfaction scores in the clinic. I saw more patients per month and per year than the entire clinic combined (3 internist, CRNP,

2 family practice). Respondent's decision to retain these younger employees and terminate my employment is due to my age. Based on patient load and RVU metrics, I produced significantly more income for Respondent's benefits than the younger physicians combined.

Dr. Noffsinger had a full patient load at the Hospital. RVU's, however, are not necessarily an accurate reflection of the actual payments that the Hospital received for his services. Further, Dr. Noffsinger was paid more than the other physicians, and his productivity did not support his compensation.

As above, Dr. Noffsinger's relative patient load and RVU metrics to other physicians did not justify or outweigh the deficiencies that led to his termination.

Upon information and belief, Dr. Shaldeen Alam informed my colleagues that it terminated my employment for writing prescriptions for controlled medications that I was not qualified to prescribe.

The Hospital is not aware that Dr. Alam made any statements to other physicians about the reasons for Dr. Noffsinger's termination.

III. Conclusion

Dr. Noffsinger's employment was terminated due to concerns with his professionalism and profitability. The decision had nothing to do with his age. The Charge has no factual or legal merit and should therefore be dismissed.

Should you have questions or require further information, please do not hesitate to contact me.

Very truly yours,

John J. Park





Compliance Review Report

PRO-R-CULLP-202210 – CONFIDENTIAL

CULLMAN REGIONAL MEDICAL CENTER- PROFEE
ALAM , SHAHDEEN



THE PEOPLE BEHIND THE NUMBERS™

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COMPLIANCE REVIEW FINDINGS

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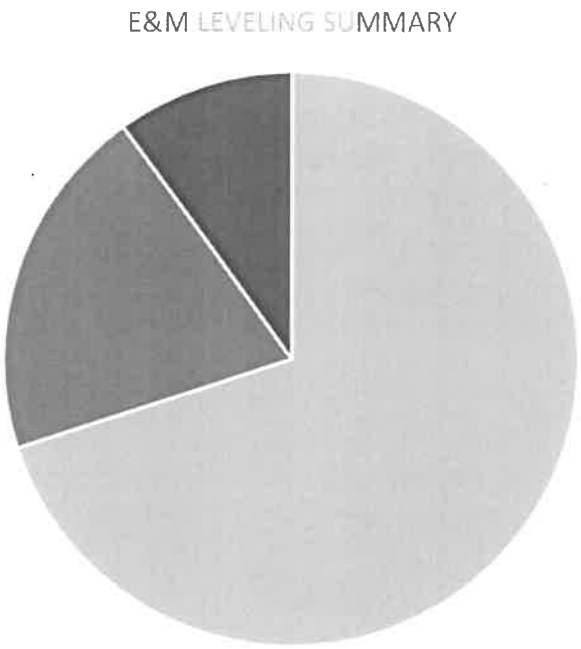
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Records With Findings	9
Records Without Findings	1

Pro Fee Assigned	
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Invalid / Specificity Dx	8
Over Billed by One Level	2
Documentation Improvement	2
Under Billed by One Level	1
Other	1



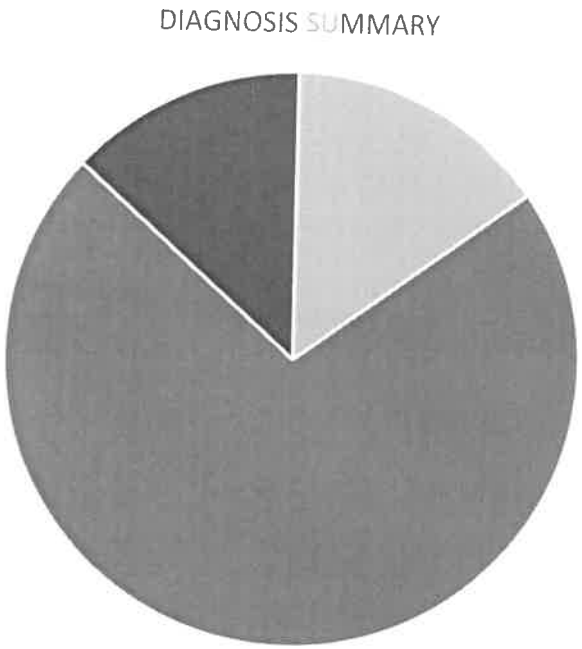
E&M LEVELING SUMMARY

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Under Billed by One Level	1	10.00 %
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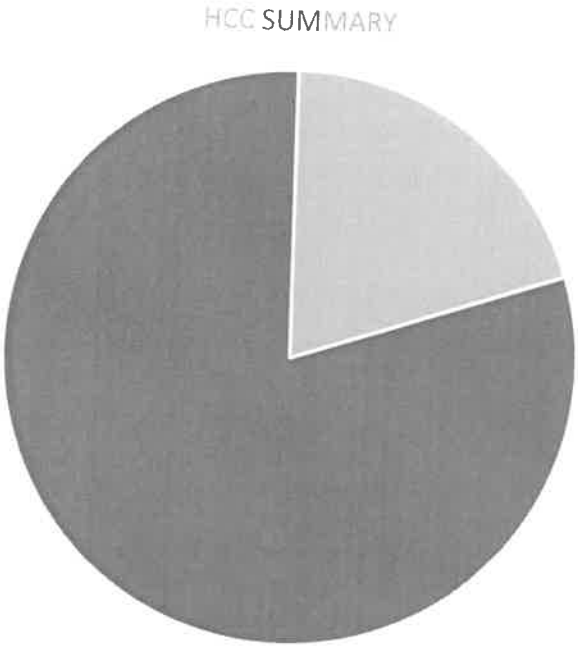
DIAGNOSIS SUMMARY

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No Change	43	71.67 %
Invalid / Specificity Dx	8	13.33 %
	60	



HCC SUMMARY

Pro Fee Assigned		
DESCRIPTION	FREQUENCY	% of Pro Fee Assigned
Added Dx	2	20.00 %
No Change	8	80.00 %
	10	







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CULLMAN REGIONAL MEDICAL CENTER- PROFEE
BRIMER MD, THOMAS C



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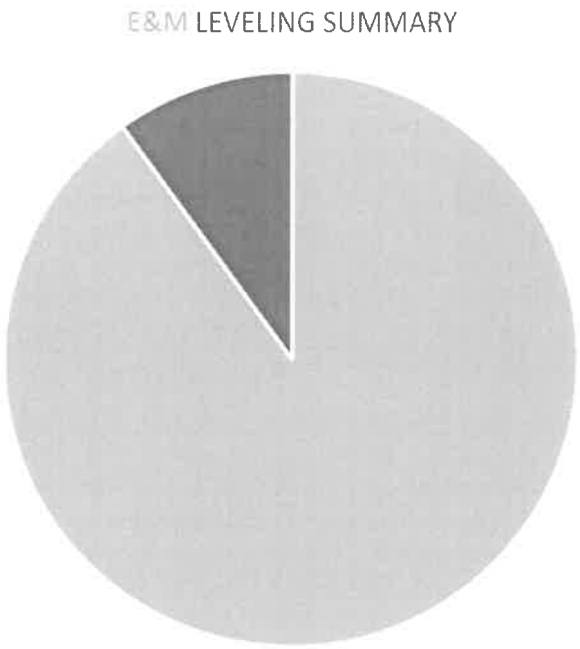
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Records With Findings	5
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Over Billed by One Level	1



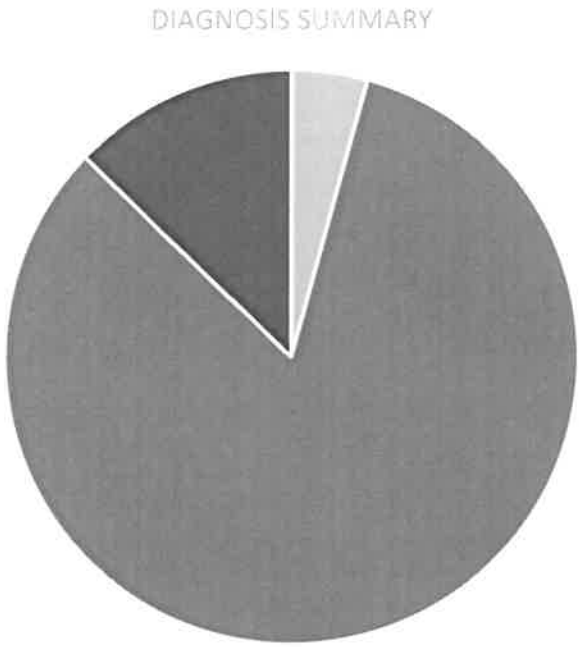
E&M LEVELING SUMMARY

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	10	



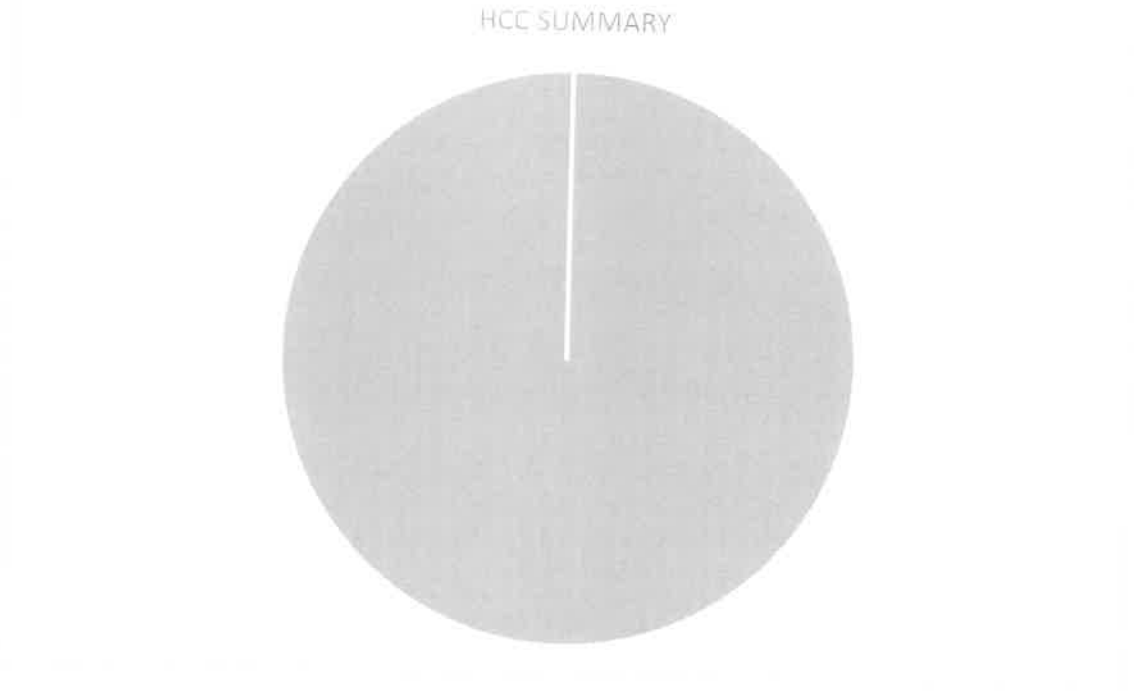
DIAGNOSIS SUMMARY

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Invalid / Specificity Dx	2	4.26 %
No Change	39	82.98 %
Added Dx	6	12.77 %
	47	



HCC SUMMARY

Pro Fee Assigned		
DESCRIPTION	FREQUENCY	% of Pro Fee Assigned
No Change	9	100.00 %
	9	







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CULLMAN REGIONAL MEDICAL CENTER- PROFEE
GONZALES MD, RICHARD D



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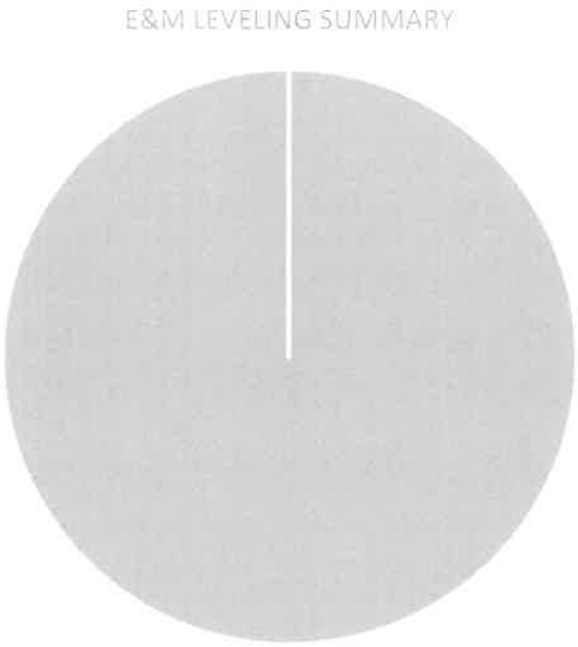
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Documentation Improvement	9
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Invalid / Specificity Dx	5



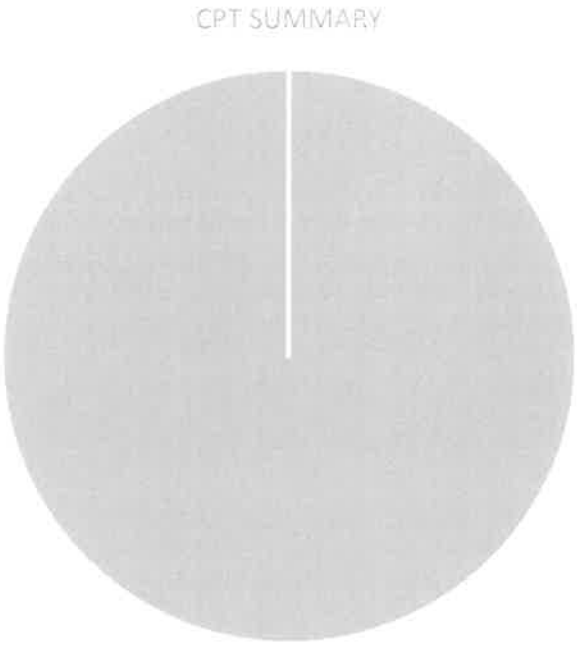
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CPT SUMMARY

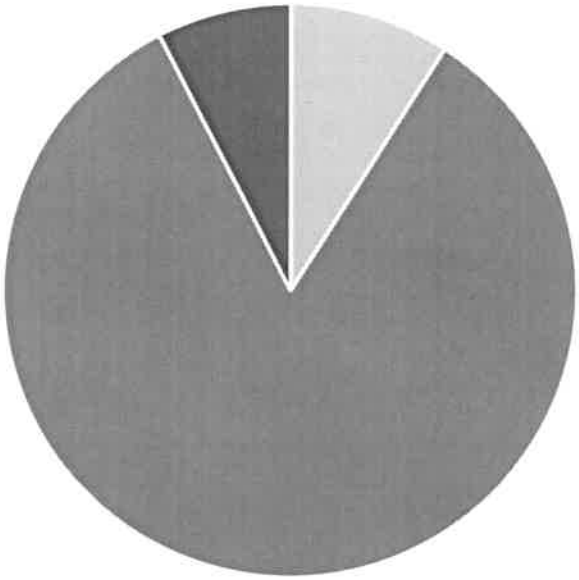
Pro Fee Assigned		
DESCRIPTION	FREQUENCY	% of Pro Fee Assigned
No Change	2	100.00 %
	2	



DIAGNOSIS SUMMARY

Pro Fee Assigned		
DESCRIPTION	FREQUENCY	% of Pro Fee Assigned
Added Dx	6	9.09 %
No Change	55	83.33 %
Invalid / Specificity Dx	5	7.58 %
	66	

DIAGNOSIS SUMMARY







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CULLMAN REGIONAL MEDICAL CENTER- PROFEE
MANGUM CRNP, ANDREA N



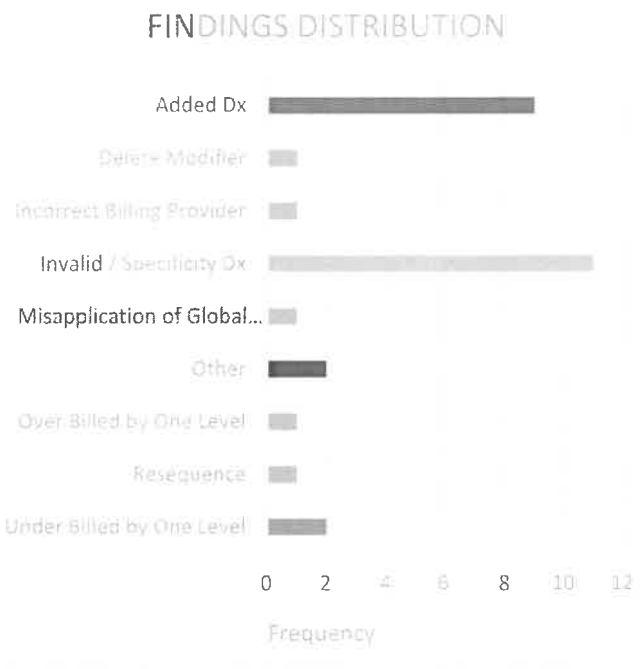
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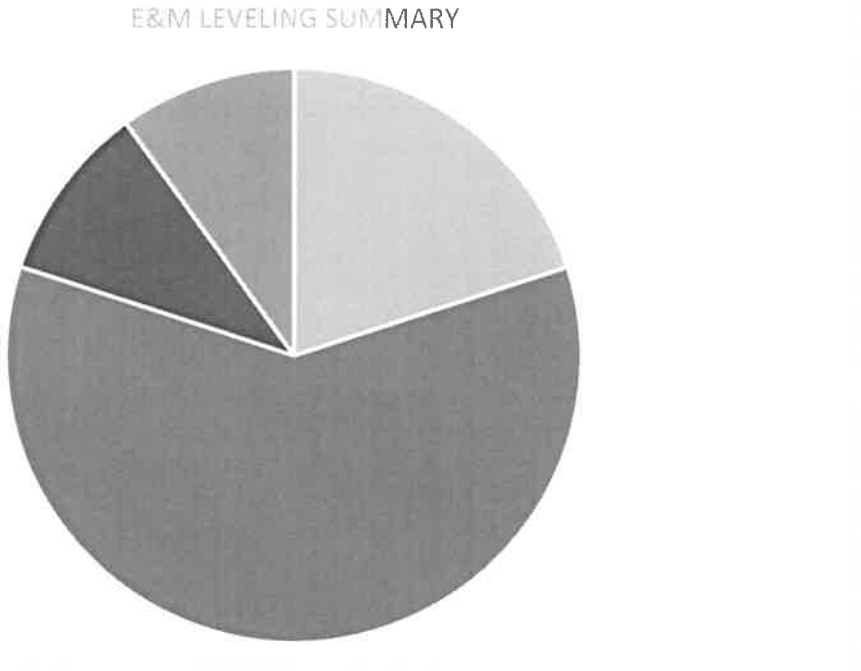
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Records With Findings	10
Records Without Findings	0

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Added Dx	9
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Other	2
Misapplication of Global Surgical Rules	1
Over Billed by One Level	1
Resequence	1
Delete Modifier	1
Incorrect Billing Provider	1



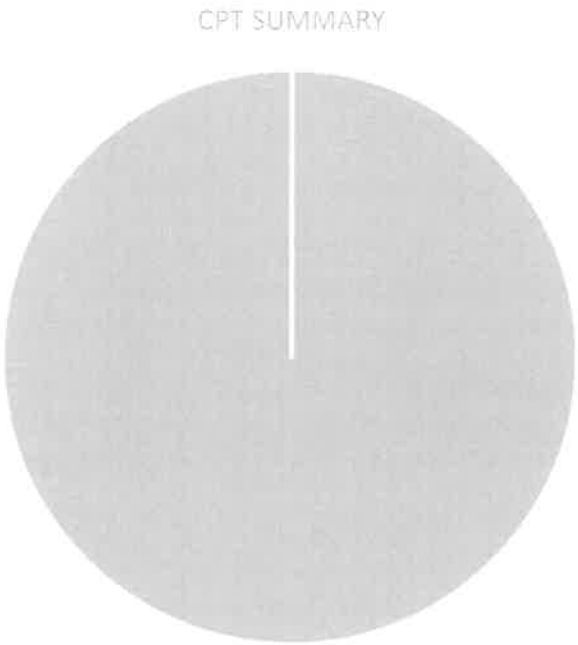
E&M LEVELING SUMMARY

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Misapplication of Global Surgical Rules	1	10.00 %
Over Billed by One Level	1	10.00 %
	10	



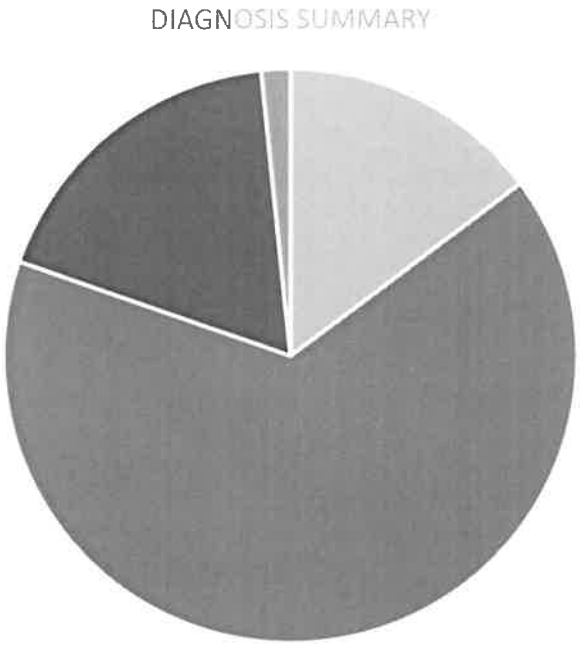
CPT SUMMARY

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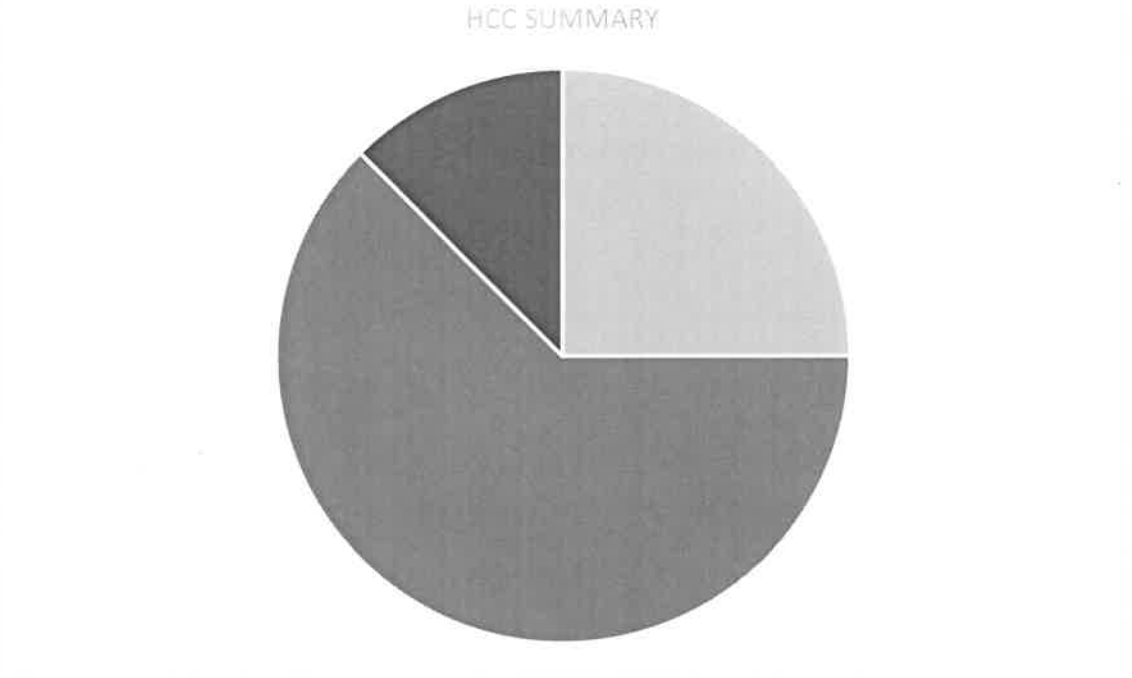
DIAGNOSIS SUMMARY

Pro Fee Assigned		
DESCRIPTION	FREQUENCY	% of Pro Fee Assigned
Added Dx	9	14.75 %
No Change	40	65.57 %
Invalid / Specificity Dx	11	18.03 %
Resequence	1	1.64 %
	61	



HCC SUMMARY

Pro Fee Assigned		
DESCRIPTION	FREQUENCY	% of Pro Fee Assigned
Added Dx	2	25.00 %
No Change	5	62.50 %
Resequence	1	12.50 %
	8	



Robert Lockwood

From: Courtney, Lisa
Sent: Wednesday, July 24, 2024 3:20 PM
Subject: Fwd: Noffsinger
Attachments: Dr. Noffsinger Departure Letter.pdf

Get Outlook for iOS

From: Malone, Jennifer <Jennifer.Malone@cullmanregional.com>
Sent: Wednesday, July 24, 2024 3:19:04 PM
To: Courtney, Lisa <Lisa.Courtney@cullmanregional.com>
Subject: Noffsinger

According to the office manager at Southview Clinic in Hanceville, Dr. Noffsinger sent out a letter via email to clinic leadership on Friday, May 31, 2024, stating he was resigning effective immediately. Our physician liaison visited the clinic on Monday June 3 and was told about the resignation which apparently left the clinic and its adult patients in a difficult situation because at the time the only other providers in the clinic were a pediatrician and a nurse practitioner who was on vacation. The clinic manager also shared with our liaison that Dr. Noffsinger on several occasions suggested that he and Cullman Regional had a bad relationship.

According to a July 25, 2022 post on the Southview Clinic Facebook page Dr. Noffsinger started there in July 2022. He left Cullman Regional in June 2022.

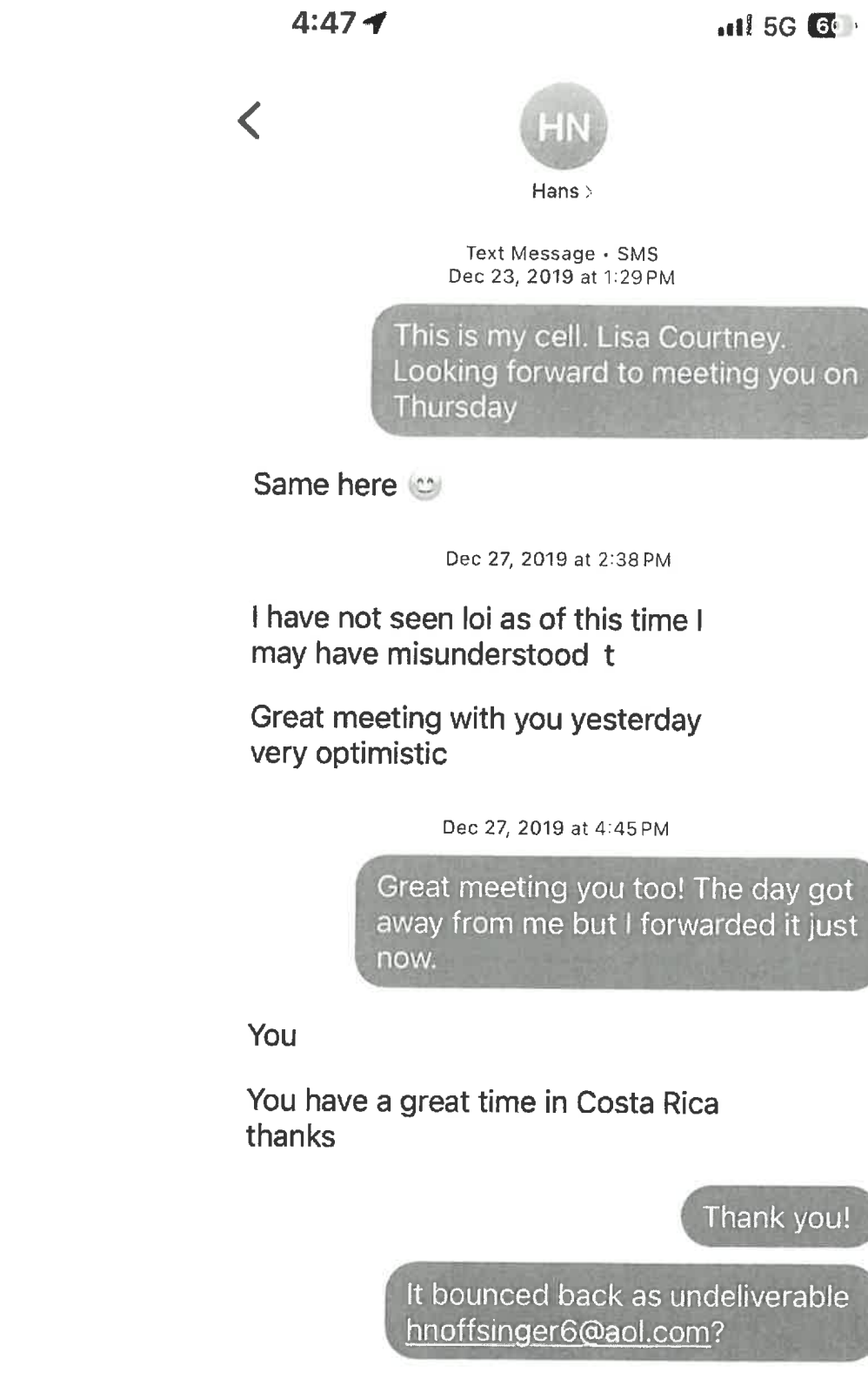
The departure letter we sent to patients in June is attached

Jennifer Malone
AVP
Marketing & Communications
256-737-2069

CULLMAN
REGIONAL

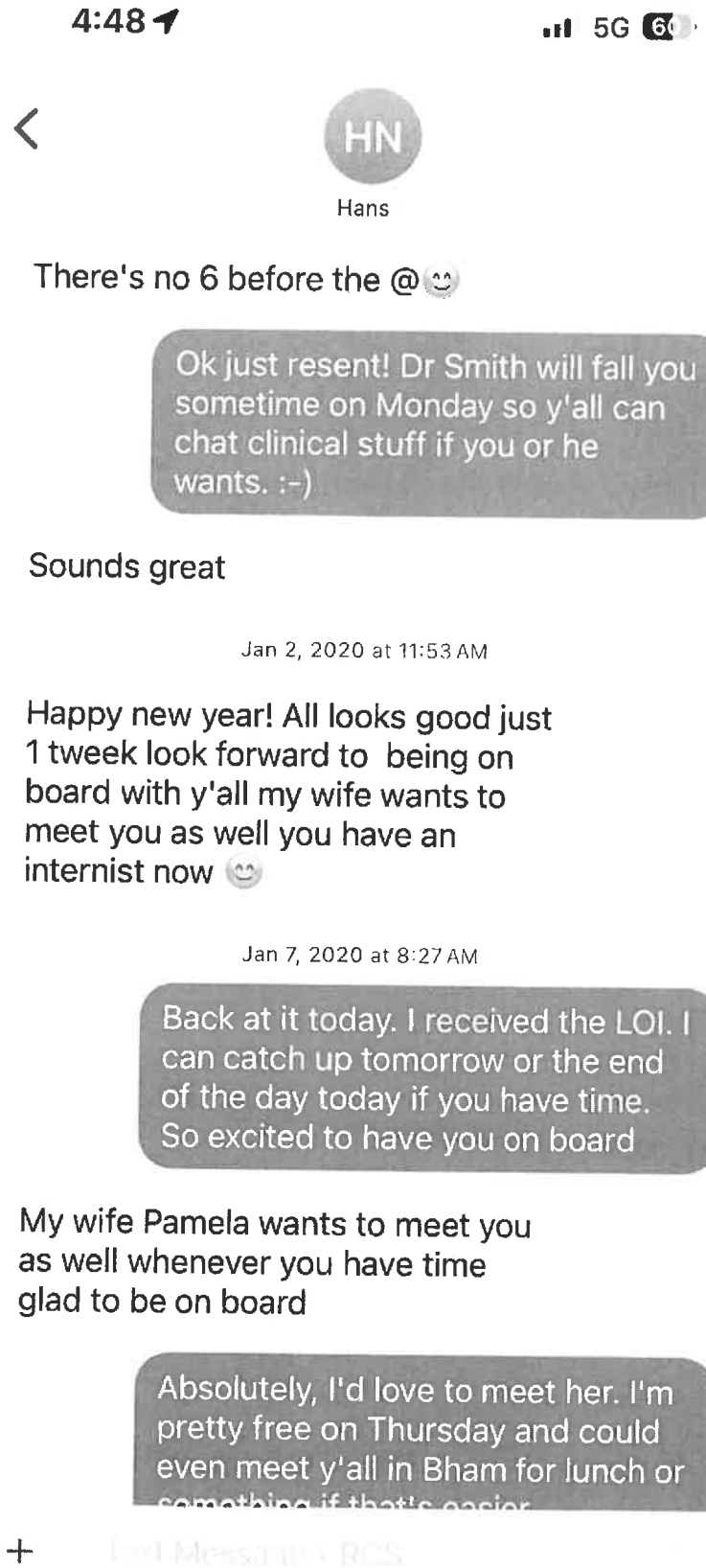
PLAINTIFF'S EXHIBIT
86

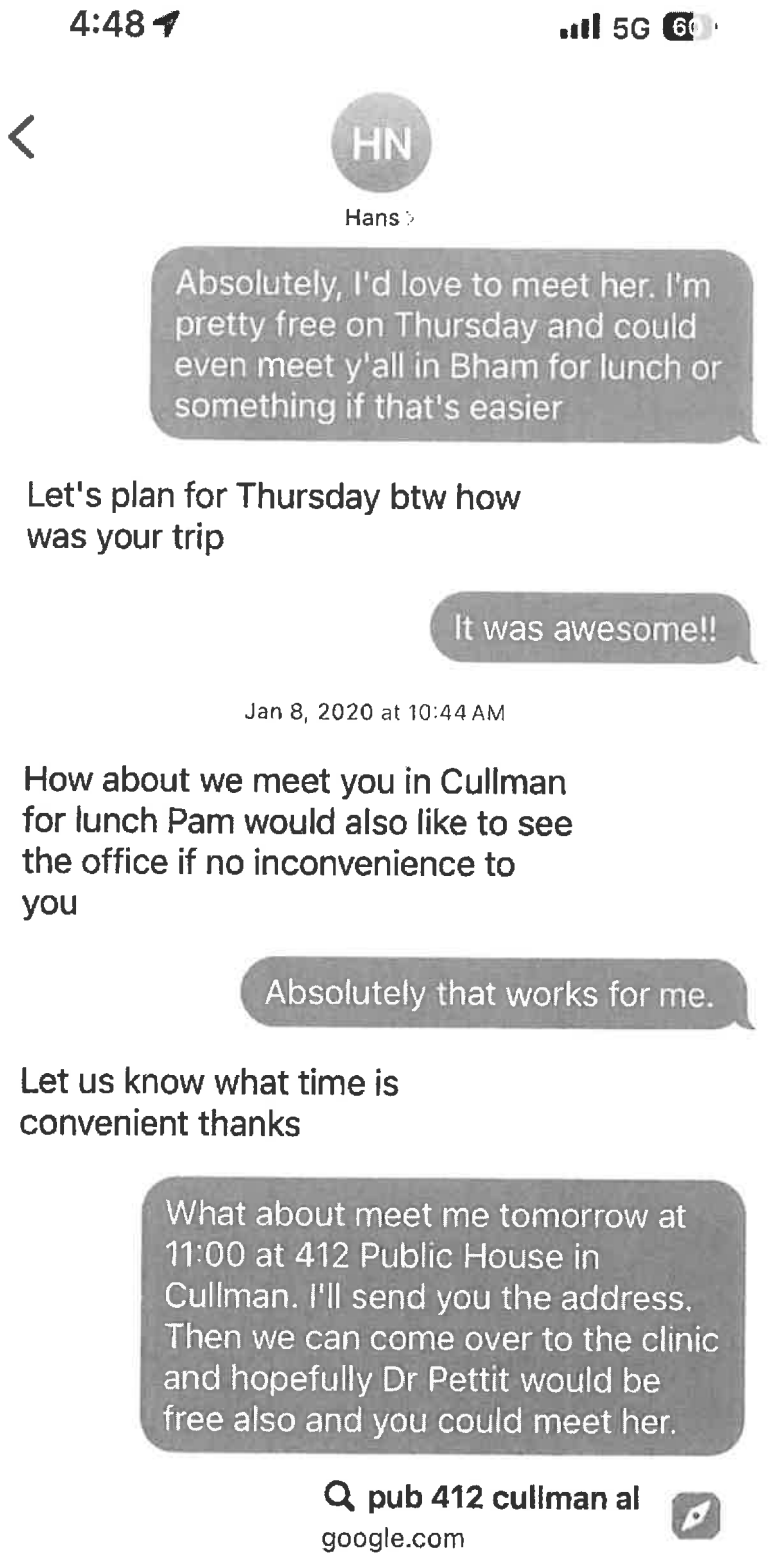
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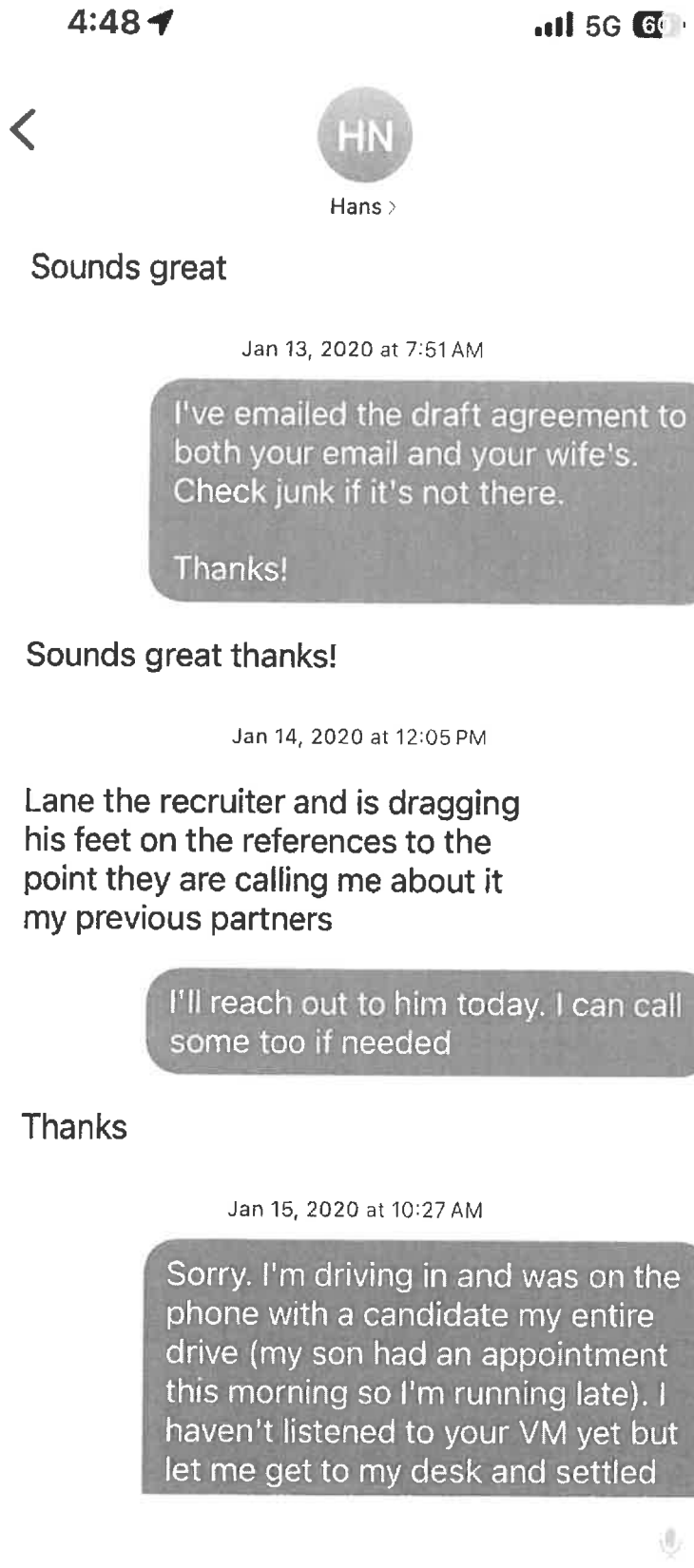


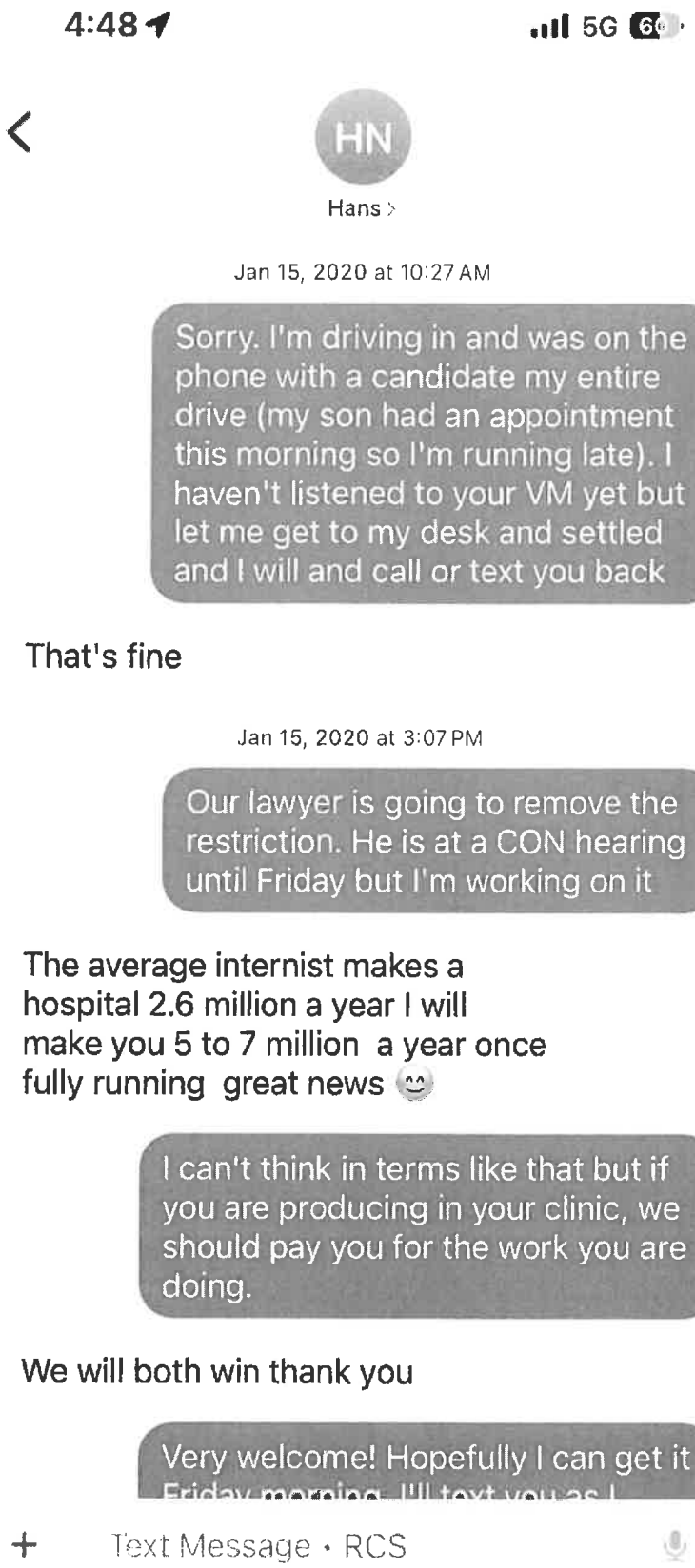
PLAINTIFF'S EXHIBIT 87

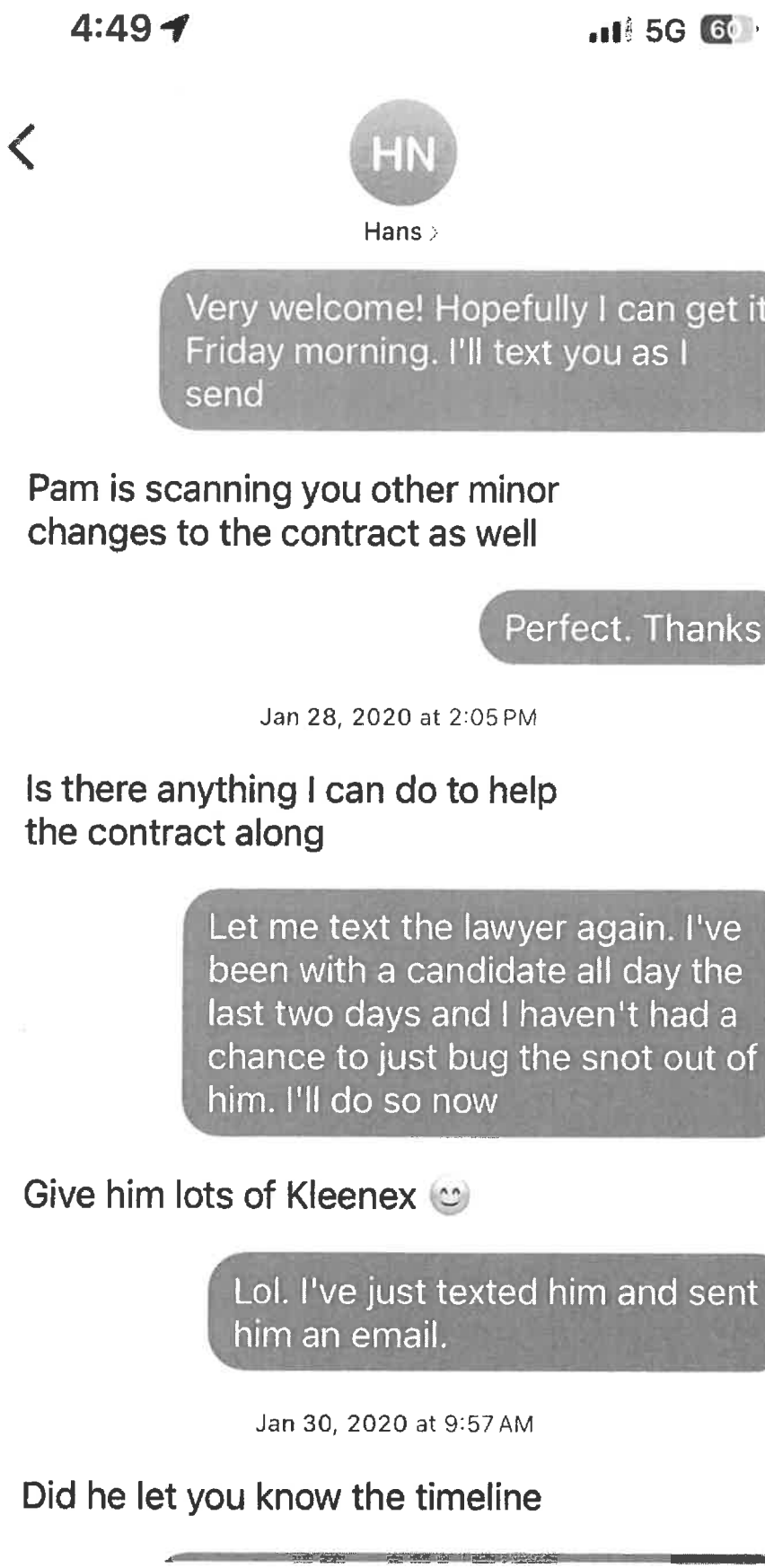
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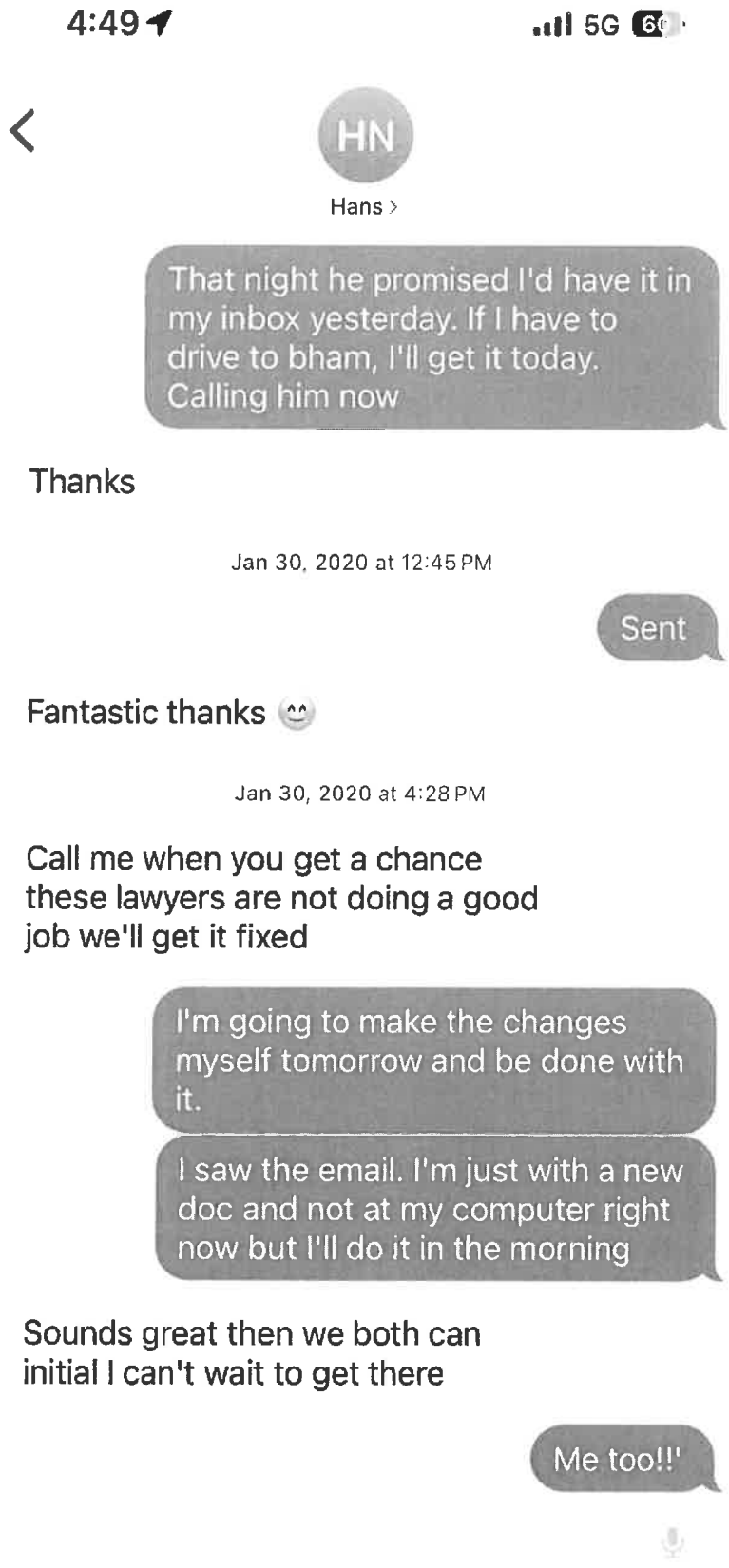

4:48
5G
HN
Hans
There's no 6 before the @
Ok just resent! Dr Smith will fall you sometime on Monday so y'all can chat clinical stuff if you or he wants. :-)
Sounds great
Jan 2, 2020 at 11:53 AM
Happy new year! All looks good just 1 tweek look forward to being on board with y'all my wife wants to meet you as well you have an internist now
Jan 7, 2020 at 8:27 AM
Back at it today. I received the LOI. I can catch up tomorrow or the end of the day today if you have time. So excited to have you on board
My wife Pamela wants to meet you as well whenever you have time glad to be on board
Absolutely, I'd love to meet her. I'm pretty free on Thursday and could even meet y'all in Bham for lunch or

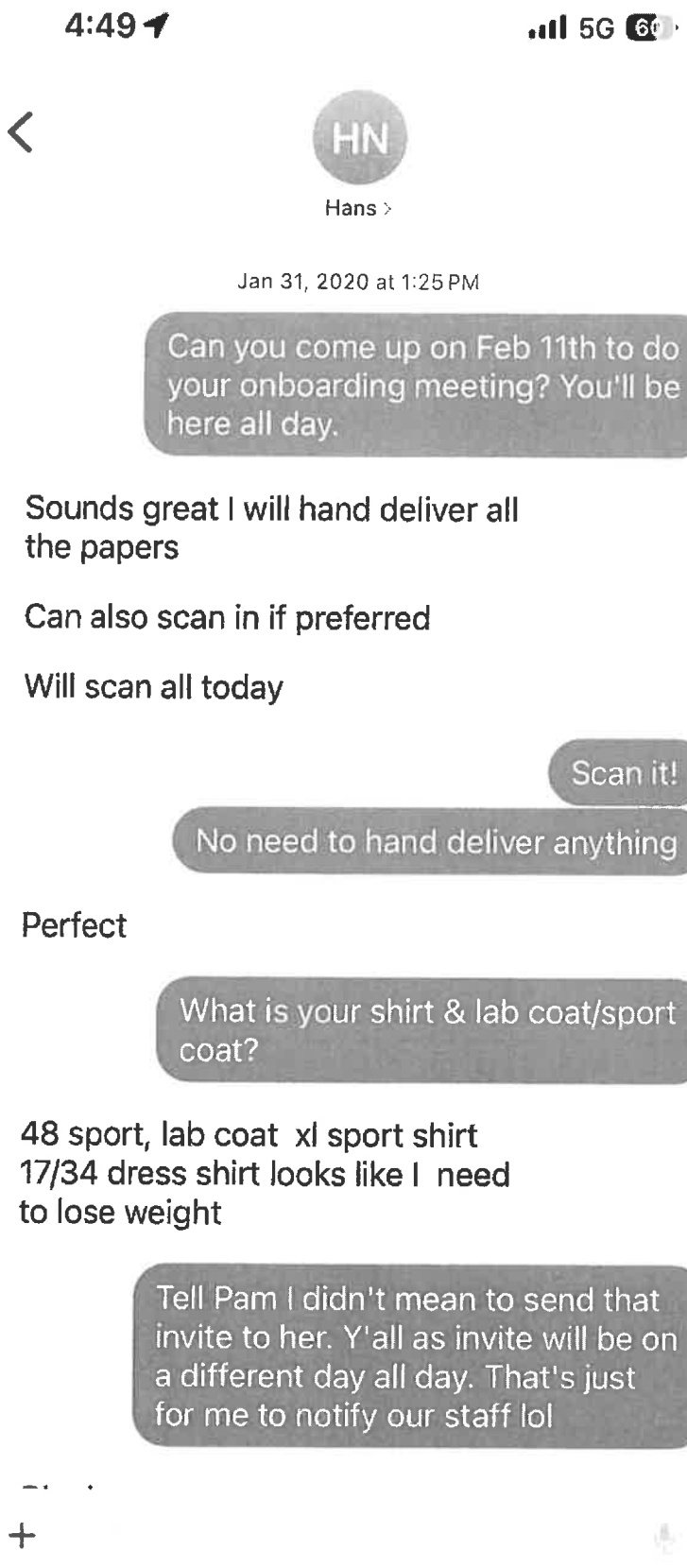

4:48
5G
HN
Hans
Absolutely, I'd love to meet her. I'm pretty free on Thursday and could even meet y'all in Bham for lunch or something if that's easier
Let's plan for Thursday btw how was your trip
It was awesome!!
Jan 8, 2020 at 10:44 AM
How about we meet you in Cullman for lunch Pam would also like to see the office if no inconvenience to you
Absolutely that works for me.
Let us know what time is convenient thanks
What about meet me tomorrow at 11:00 at 412 Public House in Cullman. I'll send you the address. Then we can come over to the clinic and hopefully Dr Pettit would be free also and you could meet her.
pub 412 cullman al
google.com

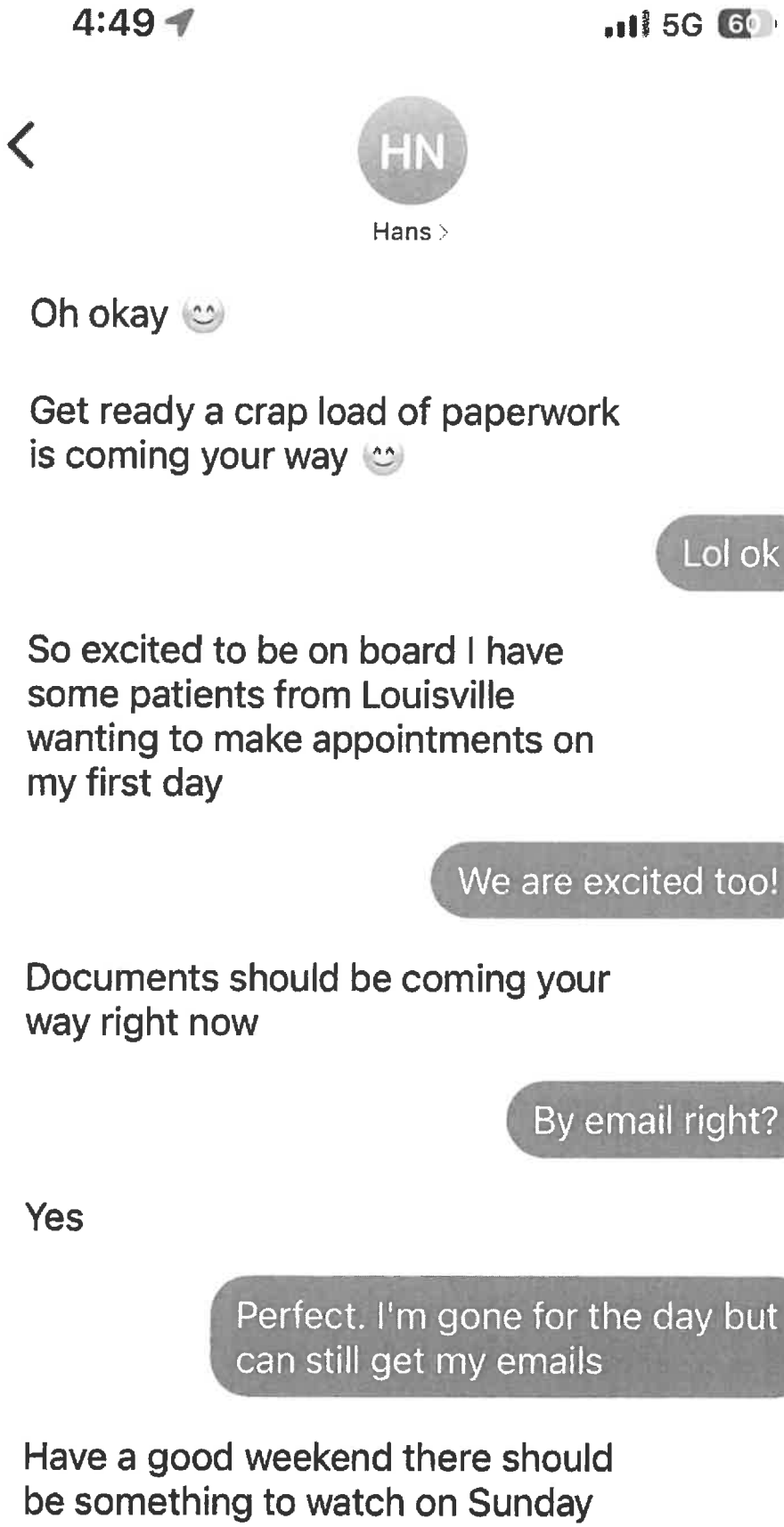

4:48
5G
HN
Hans
Sounds great
Jan 13, 2020 at 7:51 AM
I've emailed the draft agreement to both your email and your wife's. Check junk if it's not there.
Thanks!
Sounds great thanks!
Jan 14, 2020 at 12:05 PM
Lane the recruiter and is dragging his feet on the references to the point they are calling me about it my previous partners
I'll reach out to him today. I can call some too if needed
Thanks
Jan 15, 2020 at 10:27 AM
Sorry. I'm driving in and was on the phone with a candidate my entire drive (my son had an appointment this morning so I'm running late). I haven't listened to your VM yet but let me get to my desk and settled

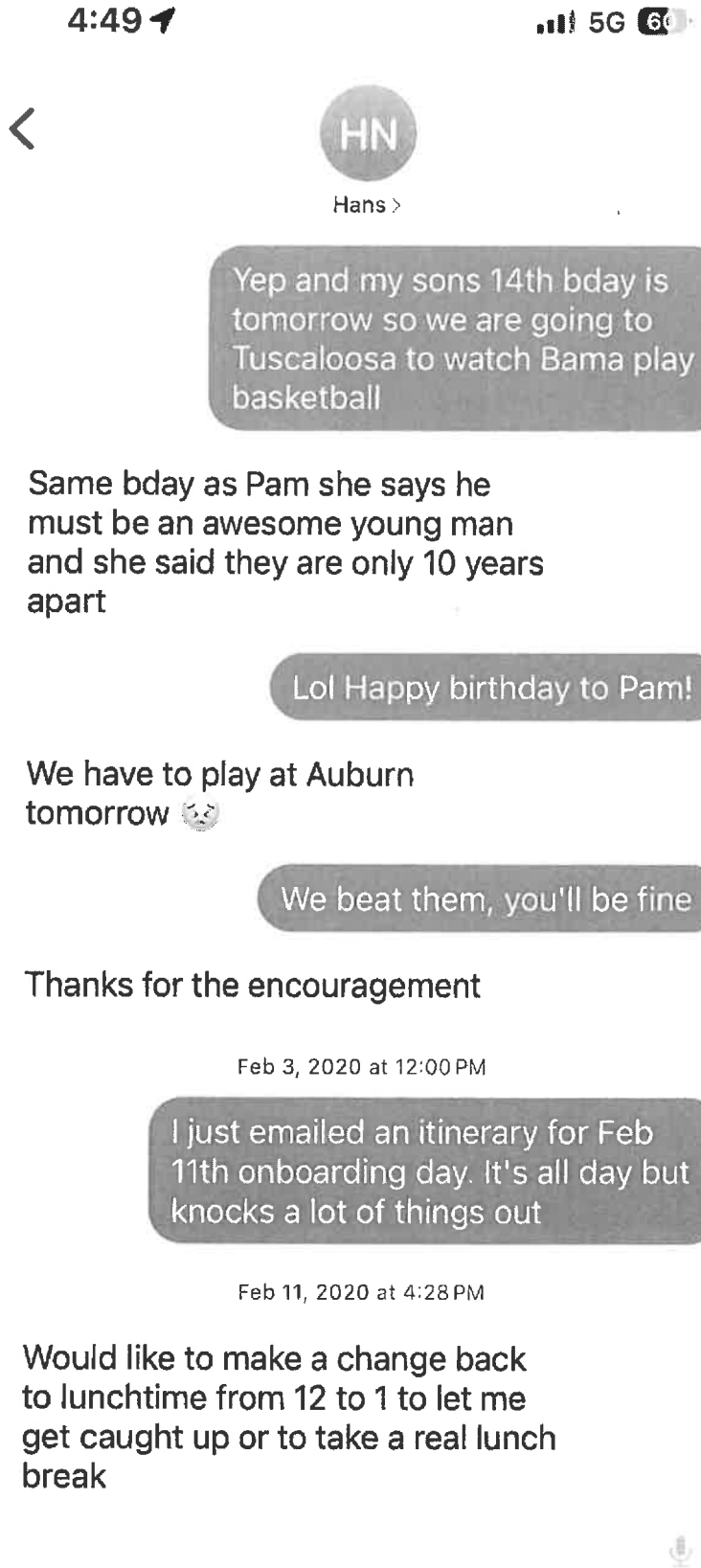

4:48
5G
HN
Hans
Jan 15, 2020 at 10:27 AM
Sorry. I'm driving in and was on the phone with a candidate my entire drive (my son had an appointment this morning so I'm running late). I haven't listened to your VM yet but let me get to my desk and settled and I will and call or text you back
That's fine
Jan 15, 2020 at 3:07 PM
Our lawyer is going to remove the restriction. He is at a CON hearing until Friday but I'm working on it
The average internist makes a hospital 2.6 million a year I will make you 5 to 7 million a year once fully running great news
I can't think in terms like that but if you are producing in your clinic, we should pay you for the work you are doing.
We will both win thank you
Very welcome! Hopefully I can get it
Text Message • RCS

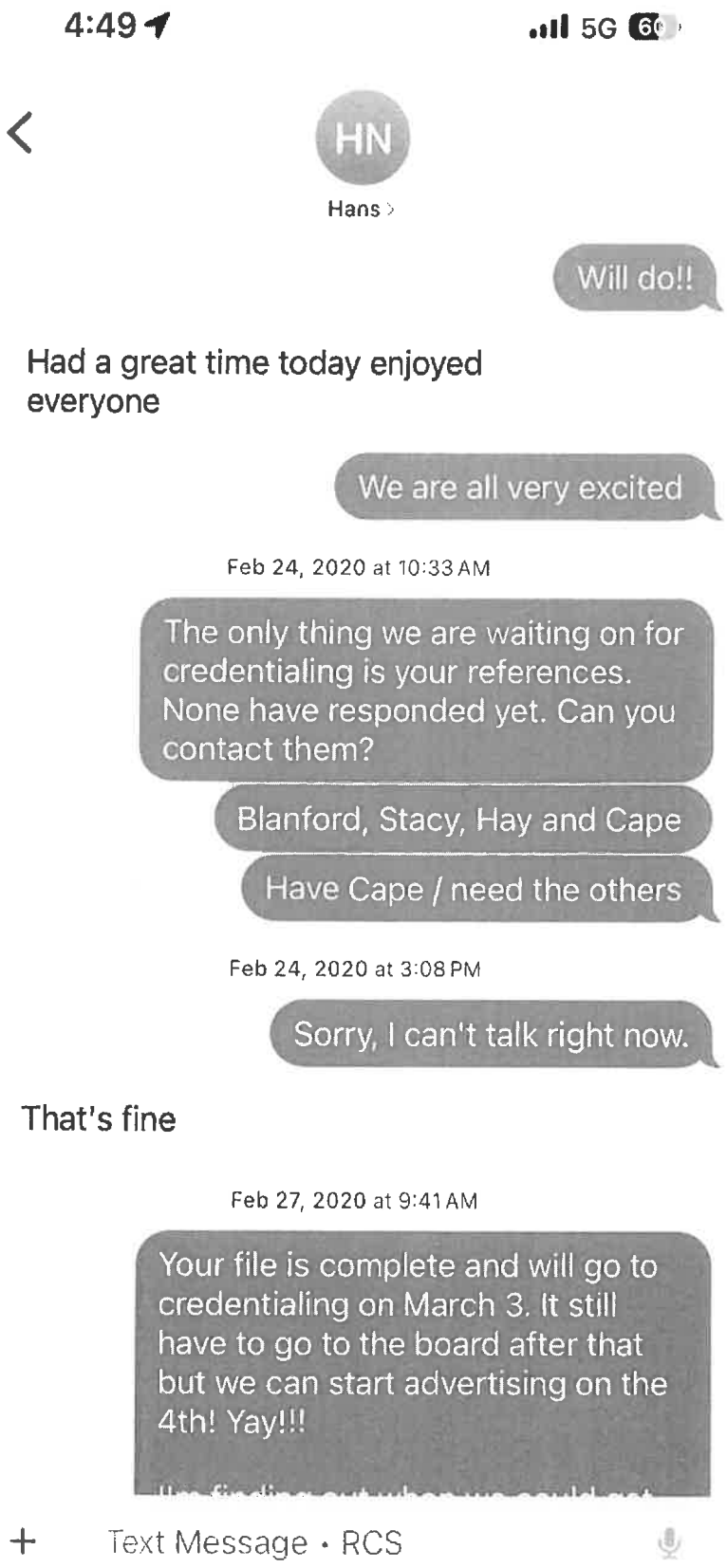

4:49
5G
HN
Hans
Very welcome! Hopefully I can get it Friday morning. I'll text you as I send
Pam is scanning you other minor changes to the contract as well
Perfect. Thanks
Jan 28, 2020 at 2:05 PM
Is there anything I can do to help the contract along
Let me text the lawyer again. I've been with a candidate all day the last two days and I haven't had a chance to just bug the snot out of him. I'll do so now
Give him lots of Kleenex
Lol. I've just texted him and sent him an email.
Jan 30, 2020 at 9:57 AM
Did he let you know the timeline


4:49
5G
HN
Hans
That night he promised I'd have it in my inbox yesterday. If I have to drive to bham, I'll get it today. Calling him now
Thanks
Jan 30, 2020 at 12:45 PM
Sent
Fantastic thanks
Jan 30, 2020 at 4:28 PM
Call me when you get a chance these lawyers are not doing a good job we'll get it fixed
I'm going to make the changes myself tomorrow and be done with it.
I saw the email. I'm just with a new doc and not at my computer right now but I'll do it in the morning
Sounds great then we both can initial I can't wait to get there
Me too!!'


4:49
5G
HN
Hans
Jan 31, 2020 at 1:25 PM
Can you come up on Feb 11th to do your onboarding meeting? You'll be here all day.
Sounds great I will hand deliver all the papers
Can also scan in if preferred
Will scan all today
Scan it!
No need to hand deliver anything
Perfect
What is your shirt & lab coat/sport coat?
48 sport, lab coat xl sport shirt 17/34 dress shirt looks like I need to lose weight
Tell Pam I didn't mean to send that invite to her. Y'all as invite will be on a different day all day. That's just for me to notify our staff lol

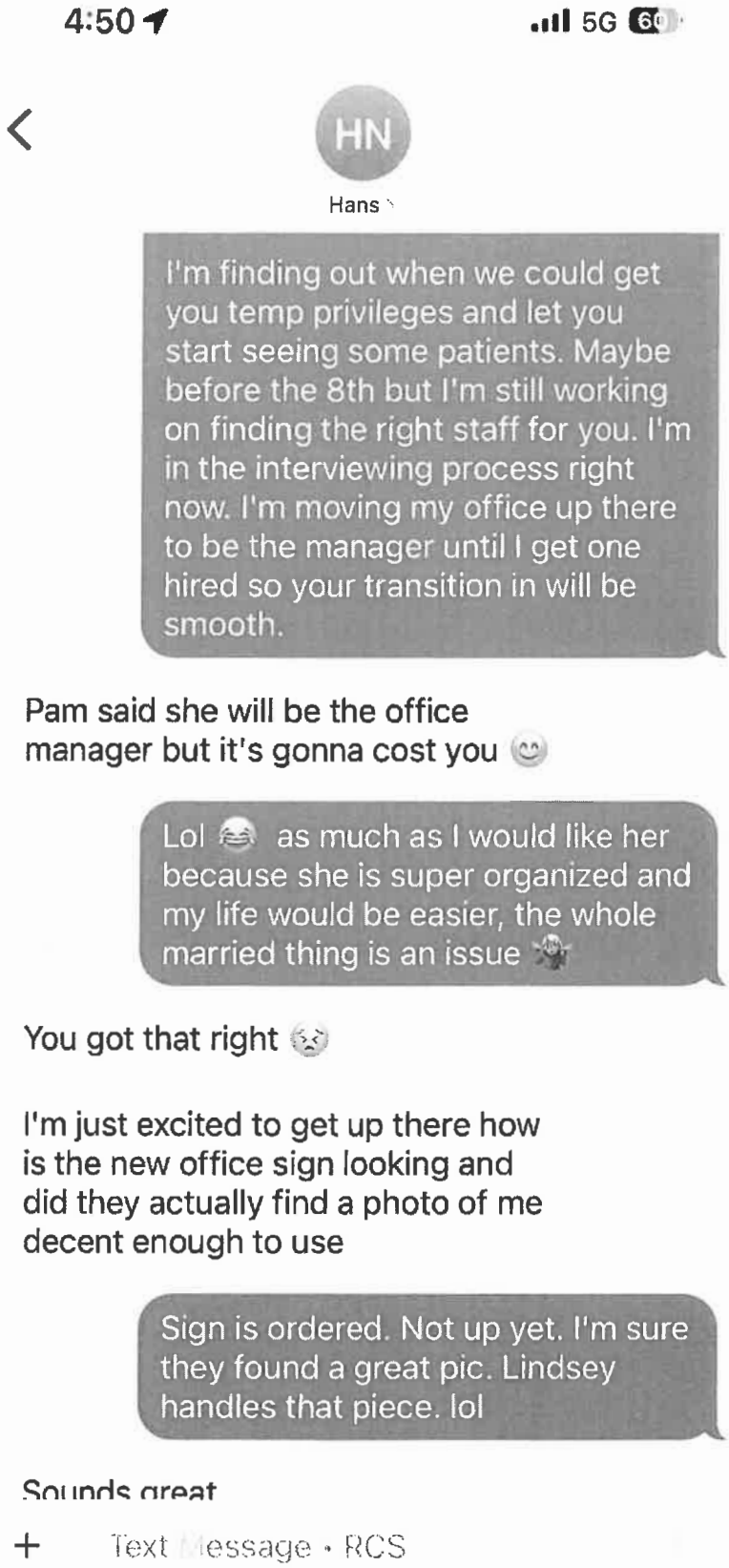

4:49
5G
HN
Hans
Oh okay
Get ready a crap load of paperwork is coming your way
Lol ok
So excited to be on board I have some patients from Louisville wanting to make appointments on my first day
We are excited too!
Documents should be coming your way right now
By email right?
Yes
Perfect. I'm gone for the day but can still get my emails
Have a good weekend there should be something to watch on Sunday

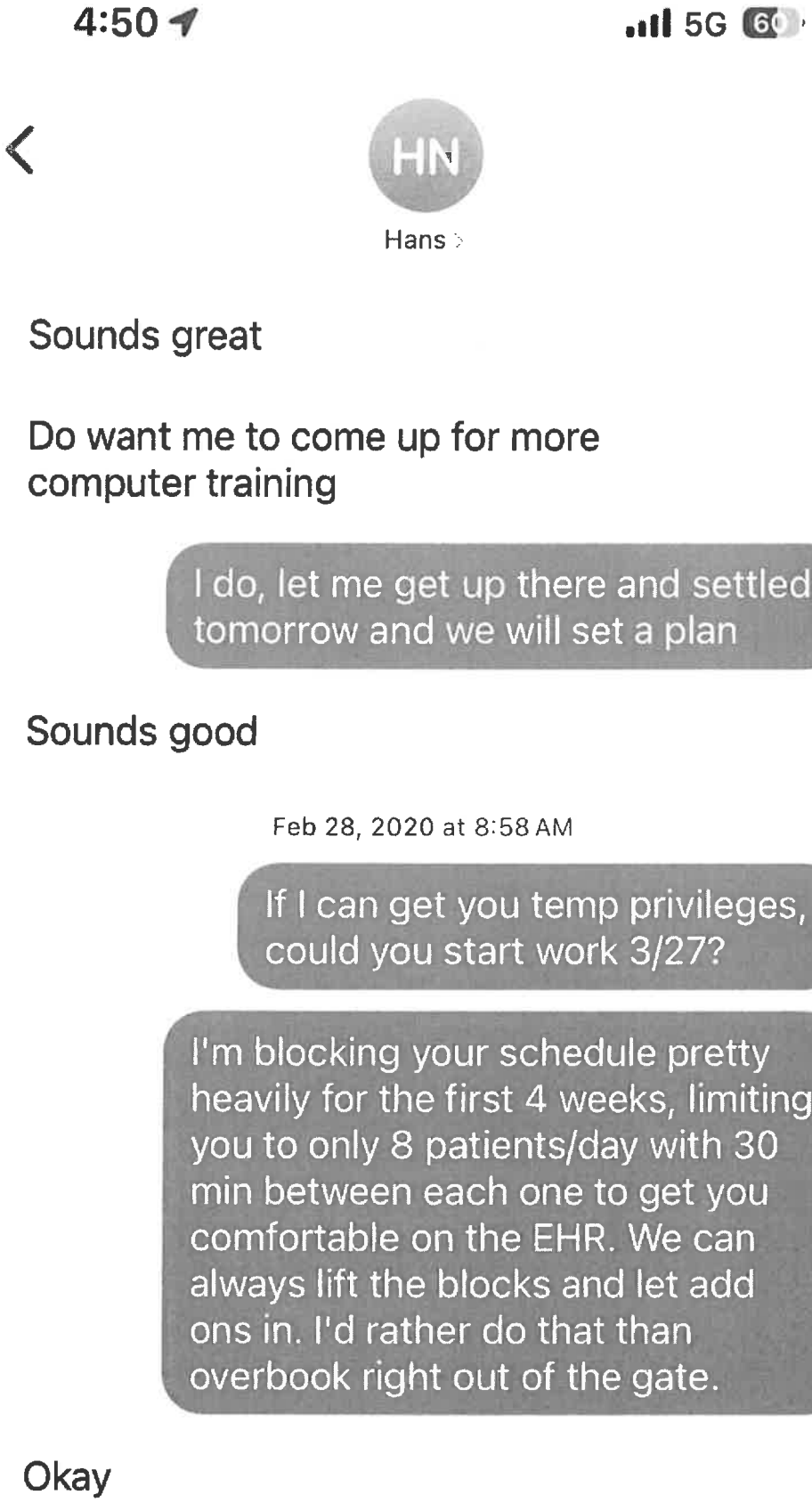

4:49
5G
HN
Hans >
Yep and my sons 14th bday is tomorrow so we are going to Tuscaloosa to watch Bama play basketball
Same bday as Pam she says he must be an awesome young man and she said they are only 10 years apart
Lol Happy birthday to Pam!
We have to play at Auburn tomorrow
We beat them, you'll be fine
Thanks for the encouragement
Feb 3, 2020 at 12:00 PM
I just emailed an itinerary for Feb 11th onboarding day. It's all day but knocks a lot of things out
Feb 11, 2020 at 4:28 PM
Would like to make a change back to lunchtime from 12 to 1 to let me get caught up or to take a real lunch break

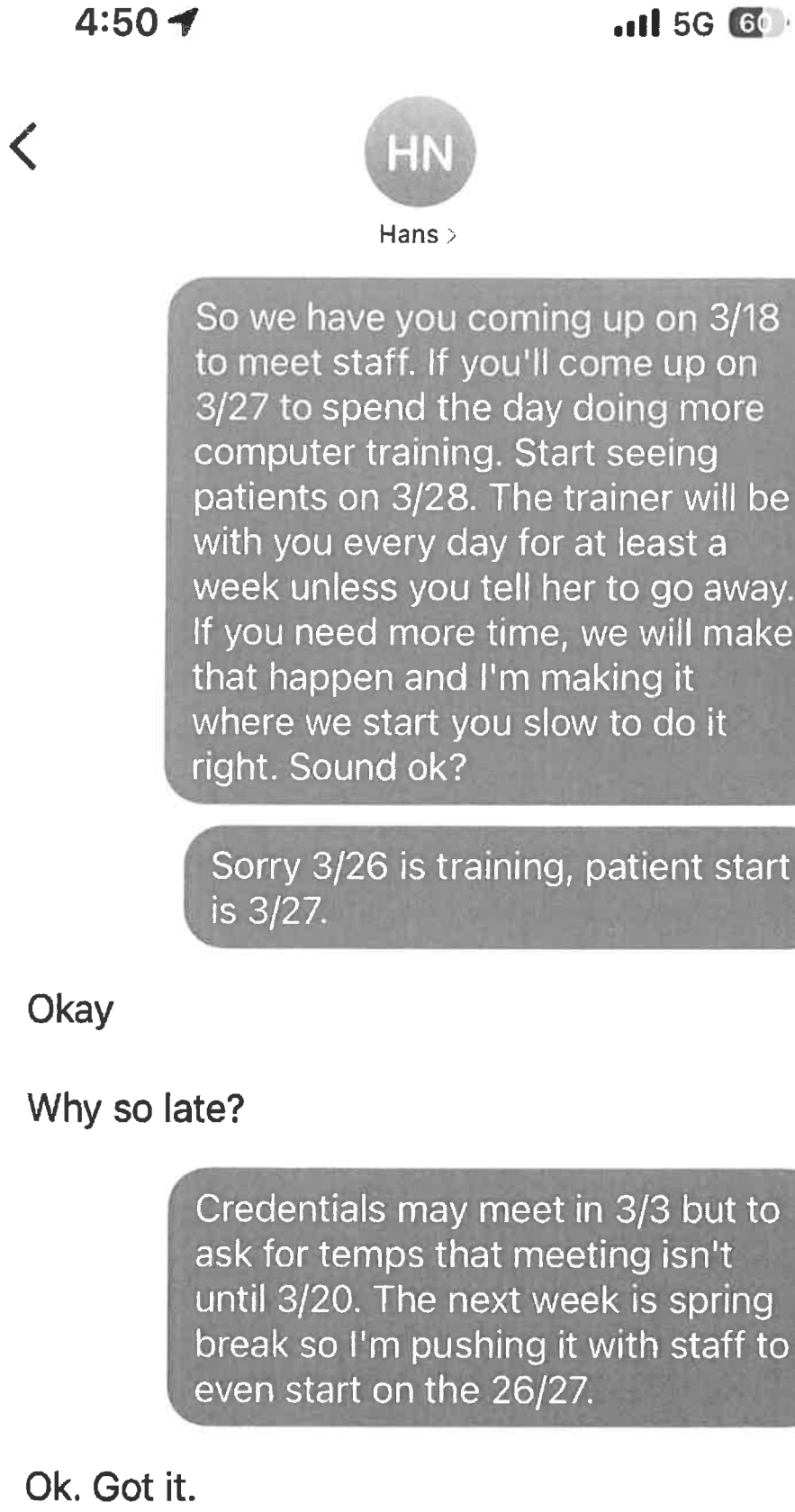

4:49
5G
HN
Hans
Will do!!
Had a great time today enjoyed everyone
We are all very excited
Feb 24, 2020 at 10:33 AM
The only thing we are waiting on for credentialing is your references. None have responded yet. Can you contact them?
Blanford, Stacy, Hay and Cape
Have Cape / need the others
Feb 24, 2020 at 3:08 PM
Sorry, I can't talk right now.
That's fine
Feb 27, 2020 at 9:41 AM
Your file is complete and will go to credentialing on March 3. It still have to go to the board after that but we can start advertising on the 4th! Yay!!!
Text Message • RCS

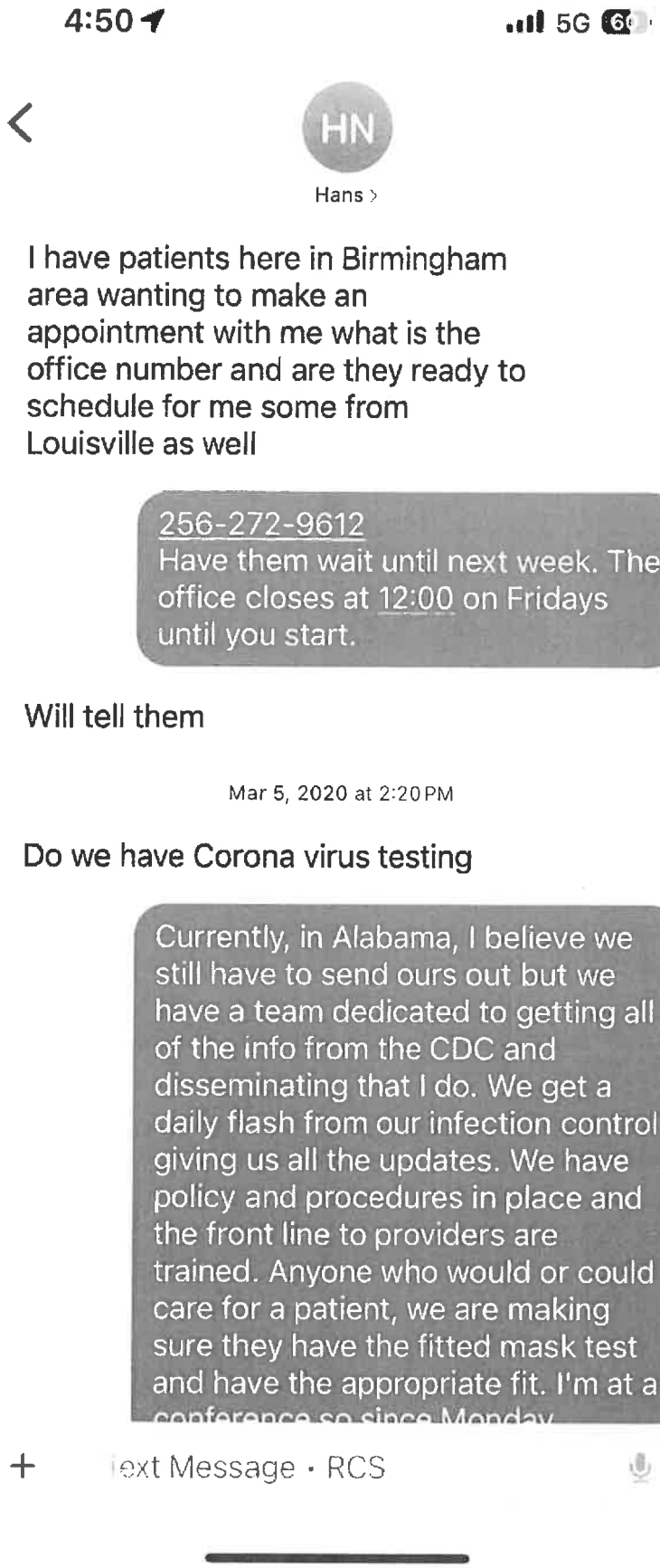
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2026 Mar-05 AM 10:00
U.S. DISTRICT COURT
N.D. OF ALABAMA

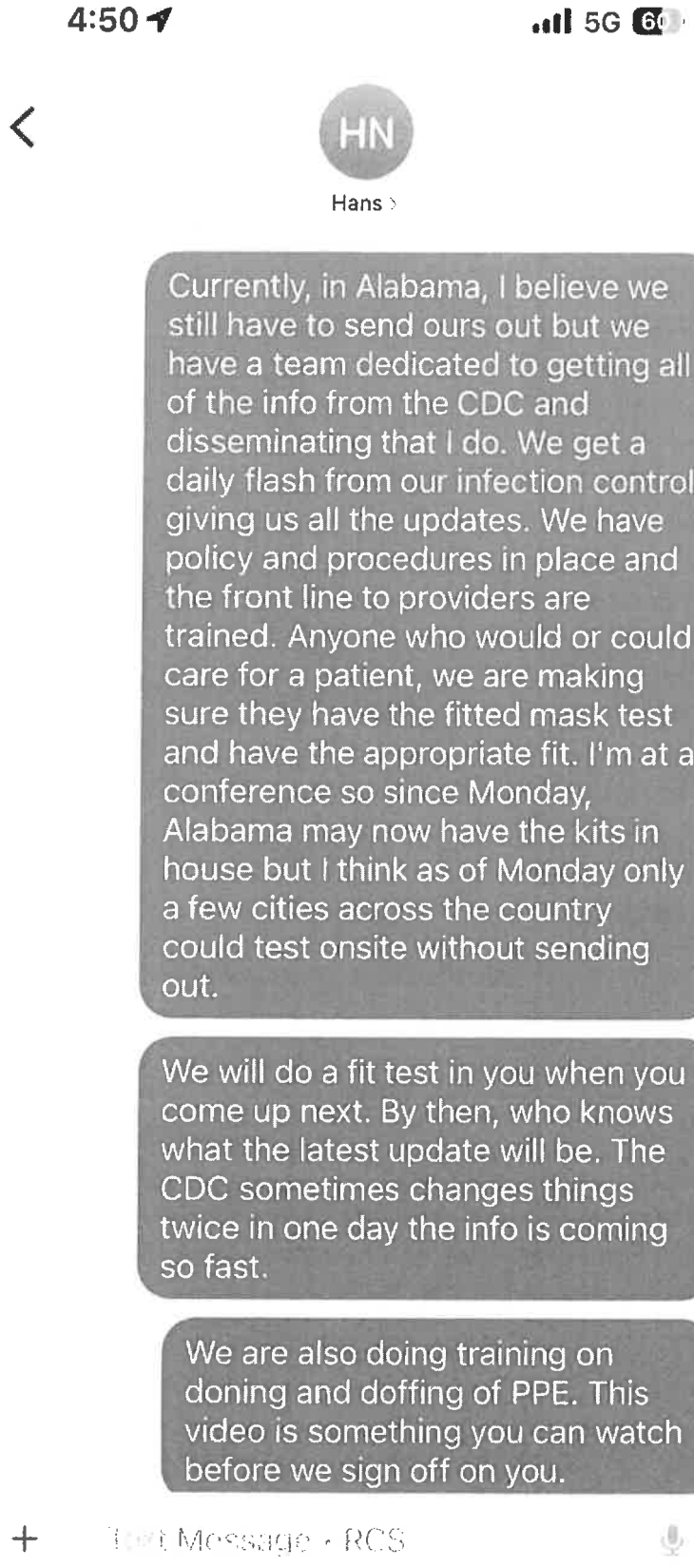
Evid to Motion for Summary Judgment - Exhibit 38 - PART Six

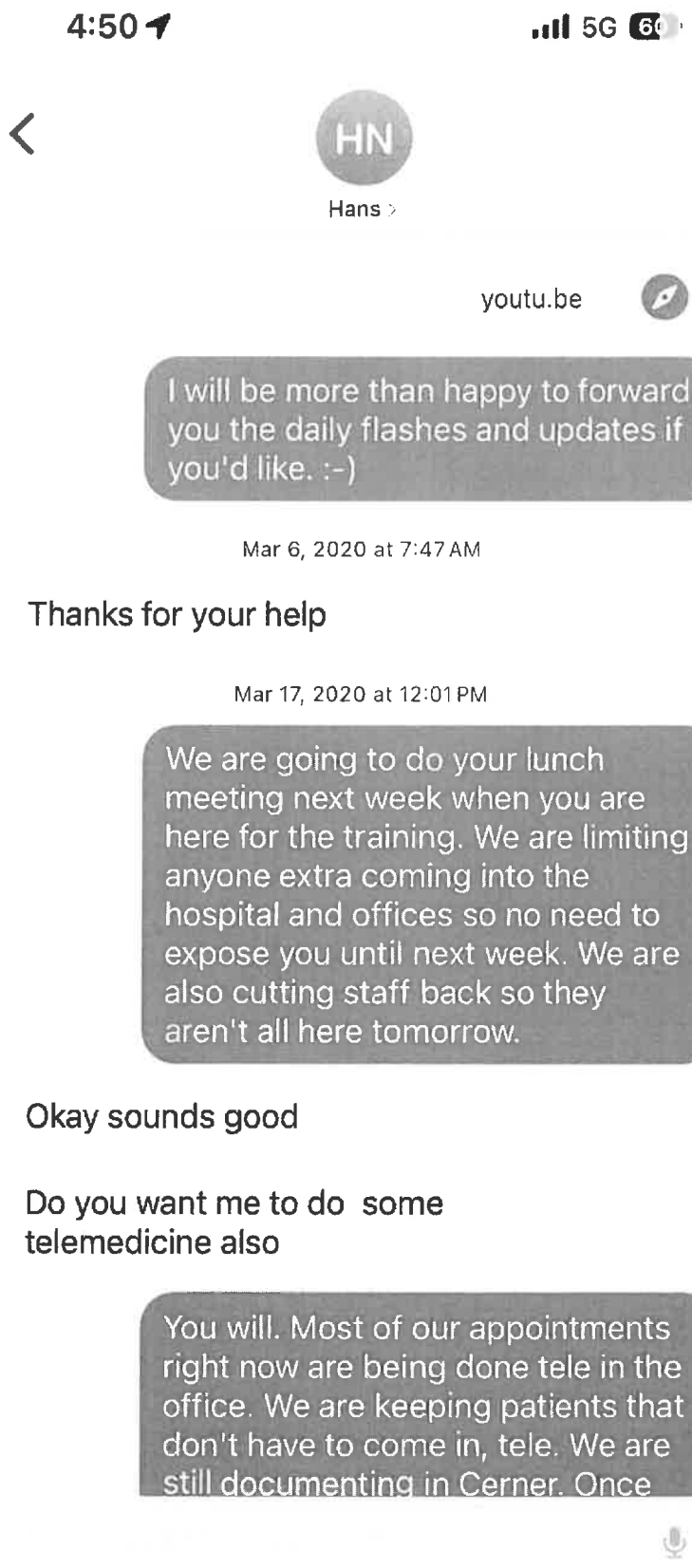



4:50
5G
HN
Hans
Sounds great
Do want me to come up for more computer training
I do, let me get up there and settled tomorrow and we will set a plan
Sounds good
Feb 28, 2020 at 8:58 AM
If I can get you temp privileges, could you start work 3/27?
I'm blocking your schedule pretty heavily for the first 4 weeks, limiting you to only 8 patients/day with 30 min between each one to get you comfortable on the EHR. We can always lift the blocks and let add ons in. I'd rather do that than overbook right out of the gate.
Okay

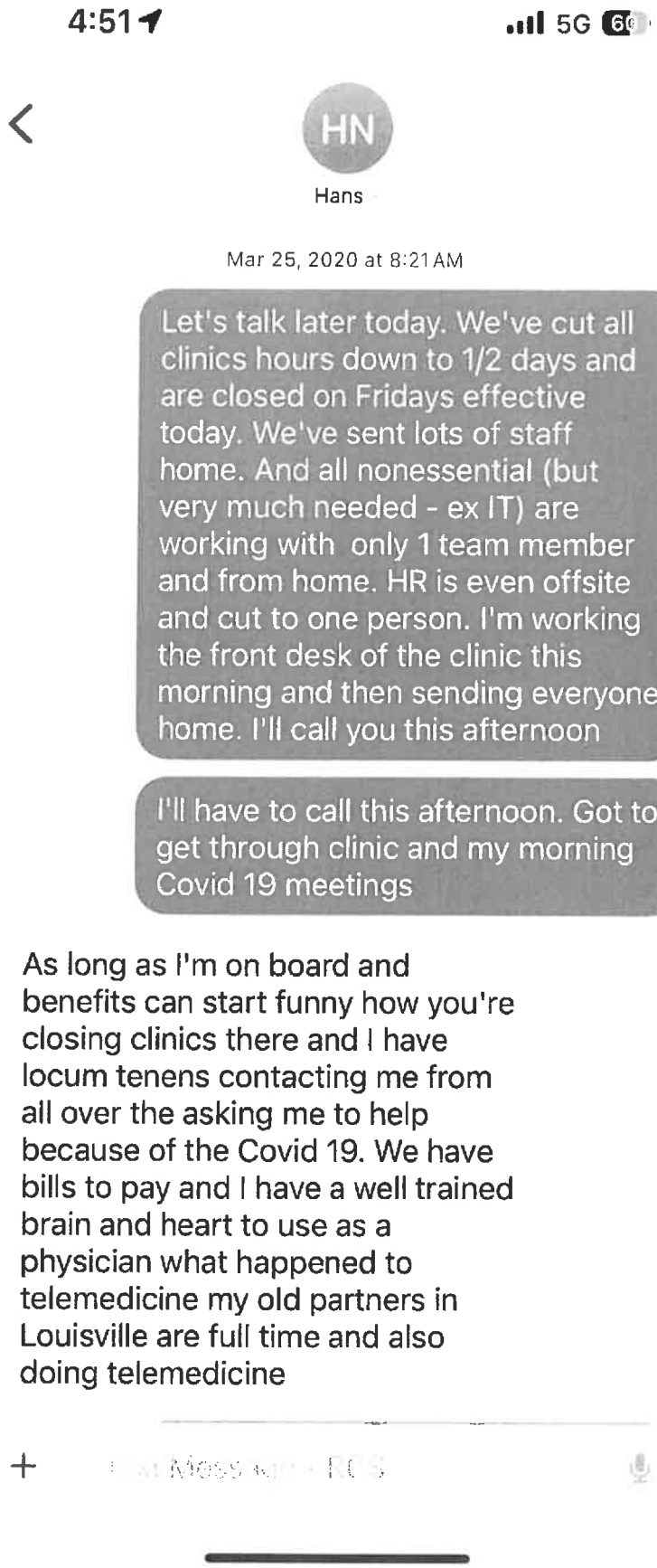

4:50
5G
HN
Hans
So we have you coming up on 3/18 to meet staff. If you'll come up on 3/27 to spend the day doing more computer training. Start seeing patients on 3/28. The trainer will be with you every day for at least a week unless you tell her to go away. If you need more time, we will make that happen and I'm making it where we start you slow to do it right. Sound ok?
Sorry 3/26 is training, patient start is 3/27.
Okay
Why so late?
Credentials may meet in 3/3 but to ask for temps that meeting isn't until 3/20. The next week is spring break so I'm pushing it with staff to even start on the 26/27.
Ok. Got it.

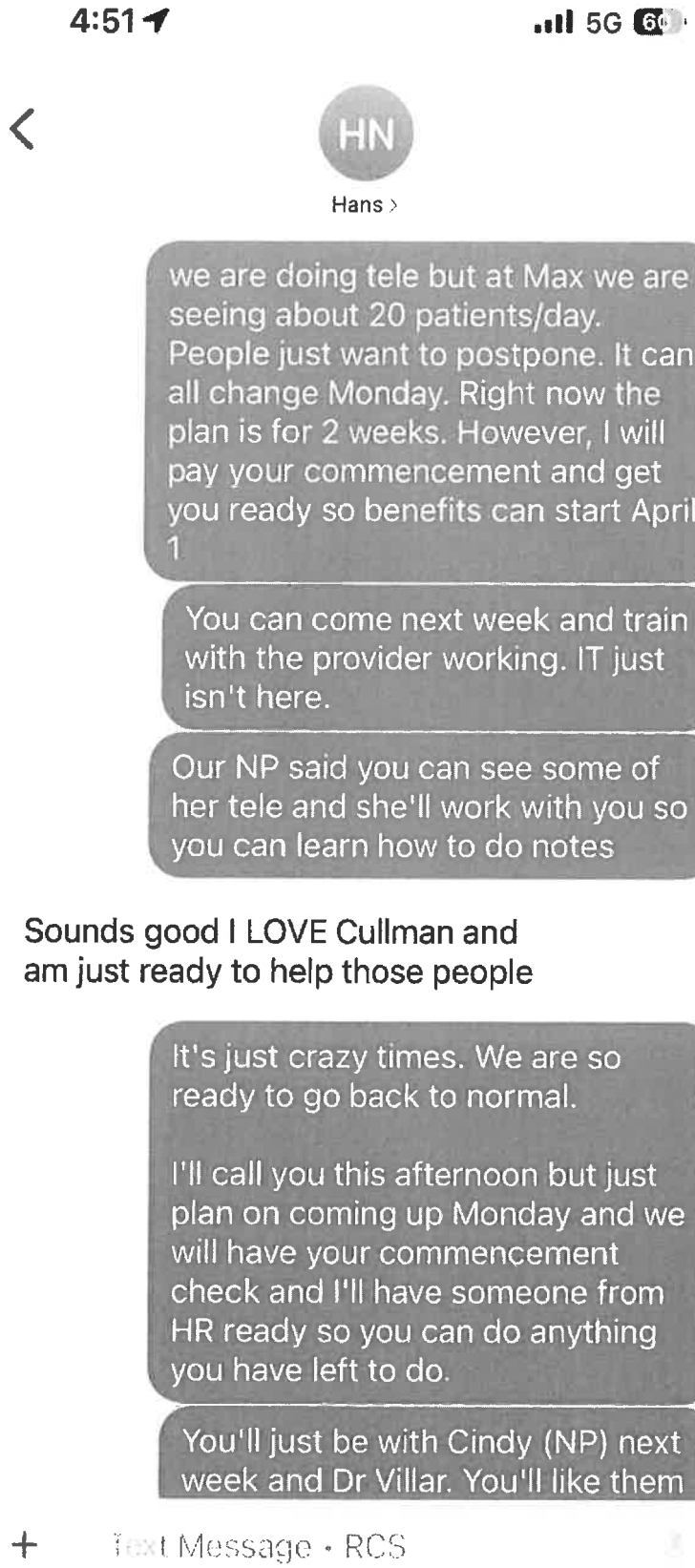

4:50
5G
HN
Hans
I have patients here in Birmingham area wanting to make an appointment with me what is the office number and are they ready to schedule for me some from Louisville as well
256-272-9612
Have them wait until next week. The office closes at 12:00 on Fridays until you start.
Will tell them
Mar 5, 2020 at 2:20 PM
Do we have Corona virus testing
Currently, in Alabama, I believe we still have to send ours out but we have a team dedicated to getting all of the info from the CDC and disseminating that I do. We get a daily flash from our infection control giving us all the updates. We have policy and procedures in place and the front line to providers are trained. Anyone who would or could care for a patient, we are making sure they have the fitted mask test and have the appropriate fit. I'm at a conference so since Monday
ext Message · RCS

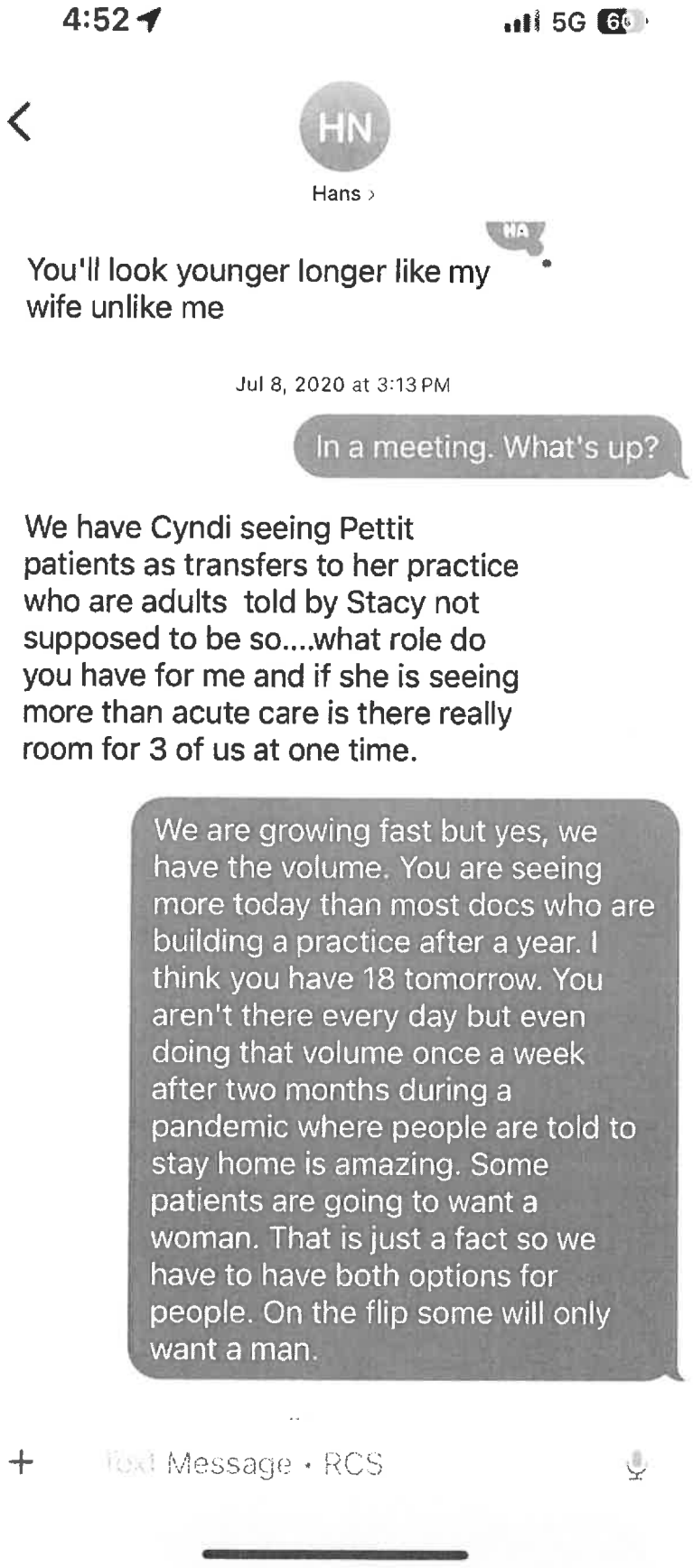

4:50
5G
HN
Hans
Currently, in Alabama, I believe we still have to send ours out but we have a team dedicated to getting all of the info from the CDC and disseminating that I do. We get a daily flash from our infection control giving us all the updates. We have policy and procedures in place and the front line to providers are trained. Anyone who would or could care for a patient, we are making sure they have the fitted mask test and have the appropriate fit. I'm at a conference so since Monday, Alabama may now have the kits in house but I think as of Monday only a few cities across the country could test onsite without sending out.
We will do a fit test in you when you come up next. By then, who knows what the latest update will be. The CDC sometimes changes things twice in one day the info is coming so fast.
We are also doing training on doning and doffing of PPE. This video is something you can watch before we sign off on you.
Text Message • RCS


4:50
5G
HN
Hans
youtu.be
I will be more than happy to forward you the daily flashes and updates if you'd like. :-)
Mar 6, 2020 at 7:47 AM
Thanks for your help
Mar 17, 2020 at 12:01 PM
We are going to do your lunch meeting next week when you are here for the training. We are limiting anyone extra coming into the hospital and offices so no need to expose you until next week. We are also cutting staff back so they aren't all here tomorrow.
Okay sounds good
Do you want me to do some telemedicine also
You will. Most of our appointments right now are being done tele in the office. We are keeping patients that don't have to come in, tele. We are still documenting in Cerner. Once

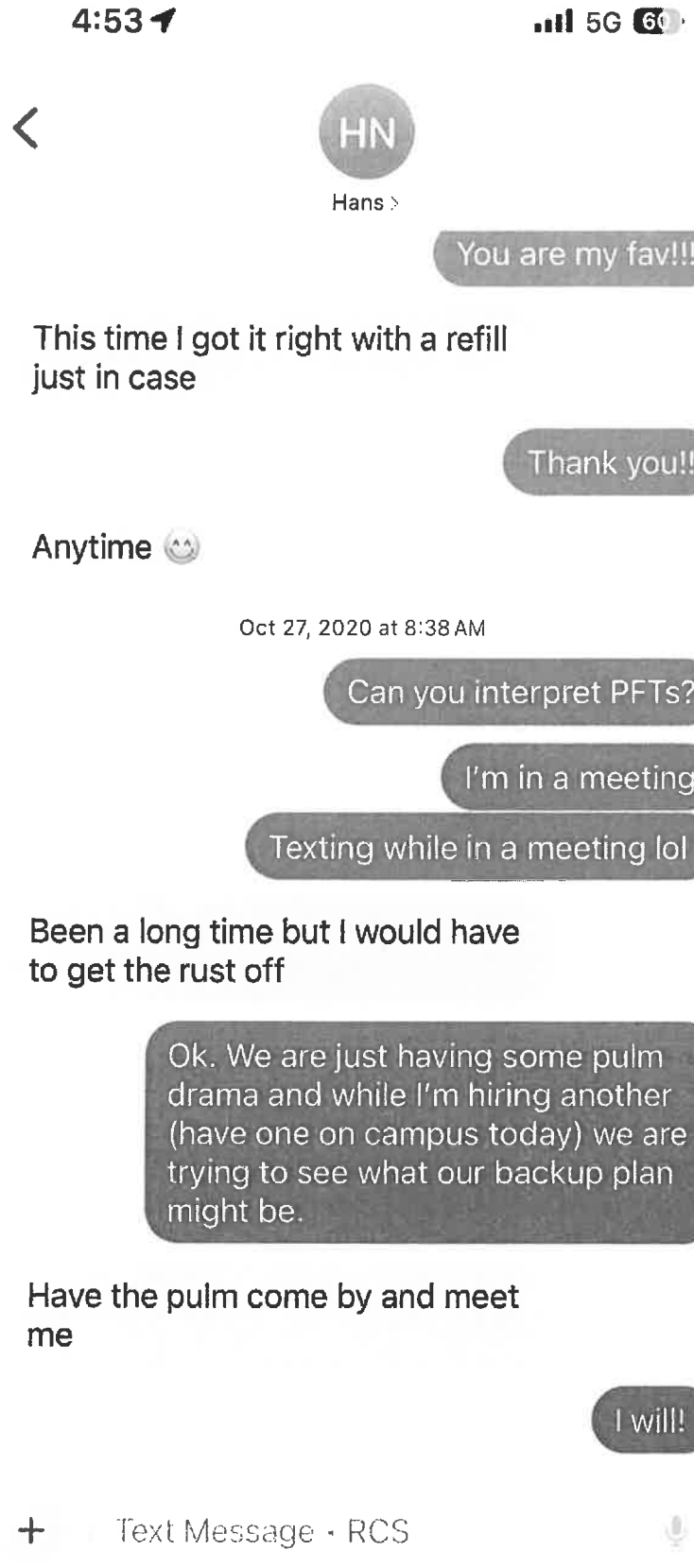

4:51
5G
HN
Hans
You will. Most of our appointments right now are being done tele in the office. We are keeping patients that don't have to come in, tele. We are still documenting in Cerner. Once you get up here and Cerner trained next week we may can let you do some tele from home. We will work it out. :-) Changes day by day
Whatever you need from me
Thanks!!
Mar 18, 2020 at 2:05 PM
Hey do we have business cards for me I have people asking for one
They've been ordered. I'm not sure they've come in yet.
Mar 25, 2020 at 8:21 AM
Let's talk later today. We've cut all clinics hours down to 1/2 days and are closed on Fridays effective today. We've sent lots of staff home. And all nonessential (but very much needed - ex IT) are working with only 1 team member and from home. HR is even offsite
Text Message • RCS


4:51
5G
HN
Hans
Mar 25, 2020 at 8:21 AM
Let's talk later today. We've cut all clinics hours down to 1/2 days and are closed on Fridays effective today. We've sent lots of staff home. And all nonessential (but very much needed - ex IT) are working with only 1 team member and from home. HR is even offsite and cut to one person. I'm working the front desk of the clinic this morning and then sending everyone home. I'll call you this afternoon
I'll have to call this afternoon. Got to get through clinic and my morning Covid 19 meetings
As long as I'm on board and benefits can start funny how you're closing clinics there and I have locum tenens contacting me from all over the asking me to help because of the Covid 19. We have bills to pay and I have a well trained brain and heart to use as a physician what happened to telemedicine my old partners in Louisville are full time and also doing telemedicine

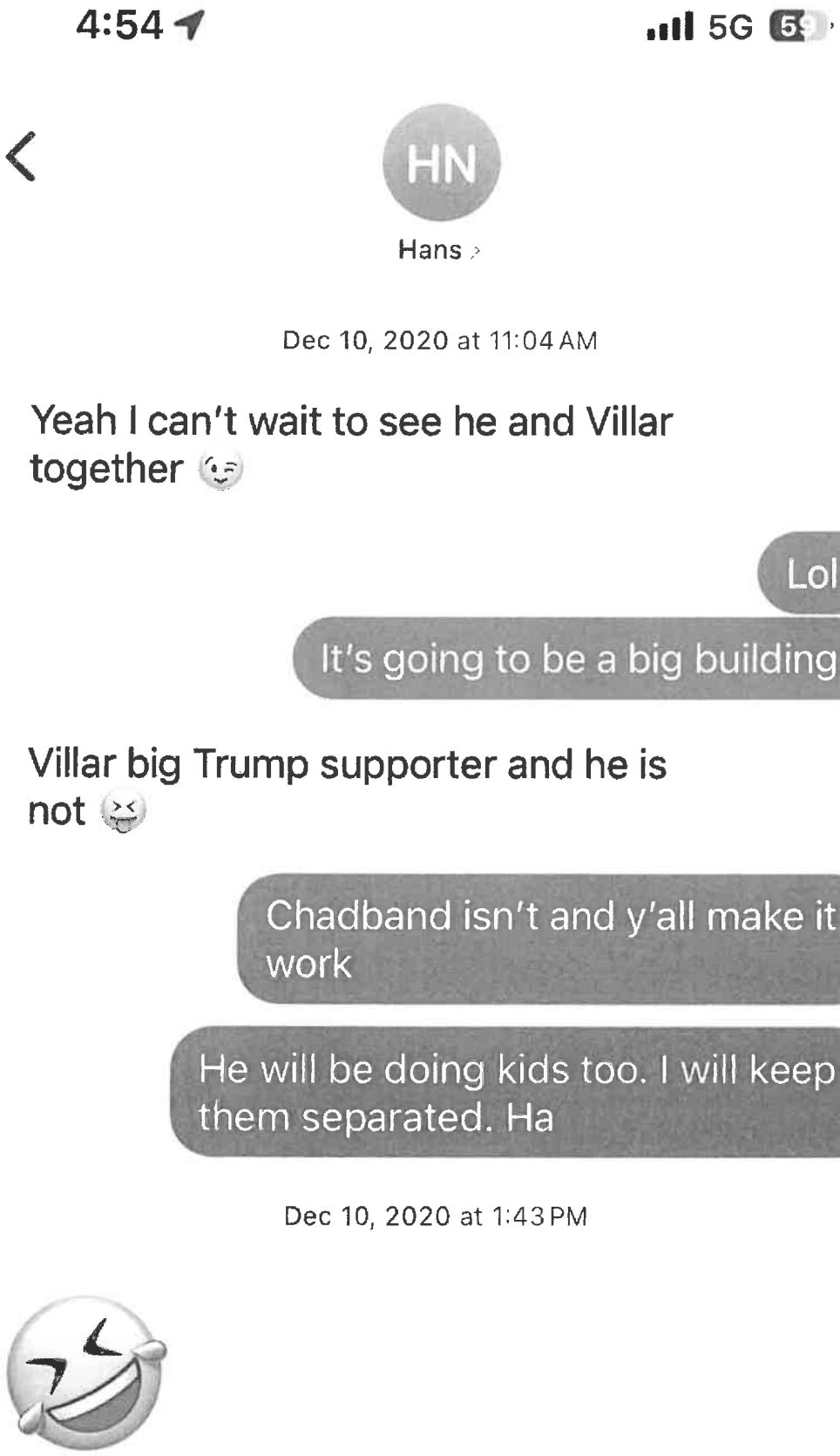

4:51
5G
HN
Hans
we are doing tele but at Max we are seeing about 20 patients/day. People just want to postpone. It can all change Monday. Right now the plan is for 2 weeks. However, I will pay your commencement and get you ready so benefits can start April 1
You can come next week and train with the provider working. IT just isn't here.
Our NP said you can see some of her tele and she'll work with you so you can learn how to do notes
Sounds good I LOVE Cullman and am just ready to help those people
It's just crazy times. We are so ready to go back to normal.
I'll call you this afternoon but just plan on coming up Monday and we will have your commencement check and I'll have someone from HR ready so you can do anything you have left to do.
You'll just be with Cindy (NP) next week and Dr Villar. You'll like them
Text Message • RCS


4:52
5G
HN
Hans
You'll look younger longer like my wife unlike me
Jul 8, 2020 at 3:13 PM
In a meeting. What's up?
We have Cyndi seeing Pettit patients as transfers to her practice who are adults told by Stacy not supposed to be so....what role do you have for me and if she is seeing more than acute care is there really room for 3 of us at one time.
We are growing fast but yes, we have the volume. You are seeing more today than most docs who are building a practice after a year. I think you have 18 tomorrow. You aren't there every day but even doing that volume once a week after two months during a pandemic where people are told to stay home is amazing. Some patients are going to want a woman. That is just a fact so we have to have both options for people. On the flip some will only want a man.
Text Message • RCS


4:53
5G
HN
Hans
iMessage
Sep 18, 2020 at 4:54 PM
Sooo my dog is super itchy and his fall allergies are making him chew his hair off. What's your feelings on calling me in a prednisone taper? I normally have a script on hand because they all have allergies but we are out.
Only asking because you are a dog person. You can say no!!! It won't hurt my feelings
Be happy to
You are the best!!!!
I'll text you my pharmacy info
My DOB is 4/27/79
Whatever it takes for the babies
205-594-7088
Thank you so much!!! He's miserable
You're all set let me know of anything else it would not let me give a refill
Text Message


4:53
5G
HN
Hans
You are my fav!!!
This time I got it right with a refill just in case
Thank you!!
Anytime
Oct 27, 2020 at 8:38 AM
Can you interpret PFTs?
I'm in a meeting
Texting while in a meeting lol
Been a long time but I would have to get the rust off
Ok. We are just having some pulm drama and while I'm hiring another (have one on campus today) we are trying to see what our backup plan might be.
Have the pulm come by and meet me
I will!
Text Message · RCS


4:53
5G
HN
Hans
Oct 27, 2020 at 12:55 PM
Guaranteed he's coming your welcome
Thank you!!! You are a great salesperson
Yeah I got my wife to marry me
Dec 8, 2020 at 9:57 AM
My wife wants you to know that she loves you
I need you to rest to be the best you can be for our patients and your own well being. I will never burn you out if I can help it!
Enjoy your holidays!
Thank you for the support
Dec 10, 2020 at 11:04 AM
Yeah I can't wait to see he and Villar
Text Message • RCS


4:54
5G
HN
Hans
Dec 10, 2020 at 11:04 AM
Yeah I can't wait to see he and Villar together
Lol
It's going to be a big building
Villar big Trump supporter and he is not
Chadband isn't and y'all make it work
He will be doing kids too. I will keep them separated. Ha
Dec 10, 2020 at 1:43 PM

4:54 5G

HN

Hans

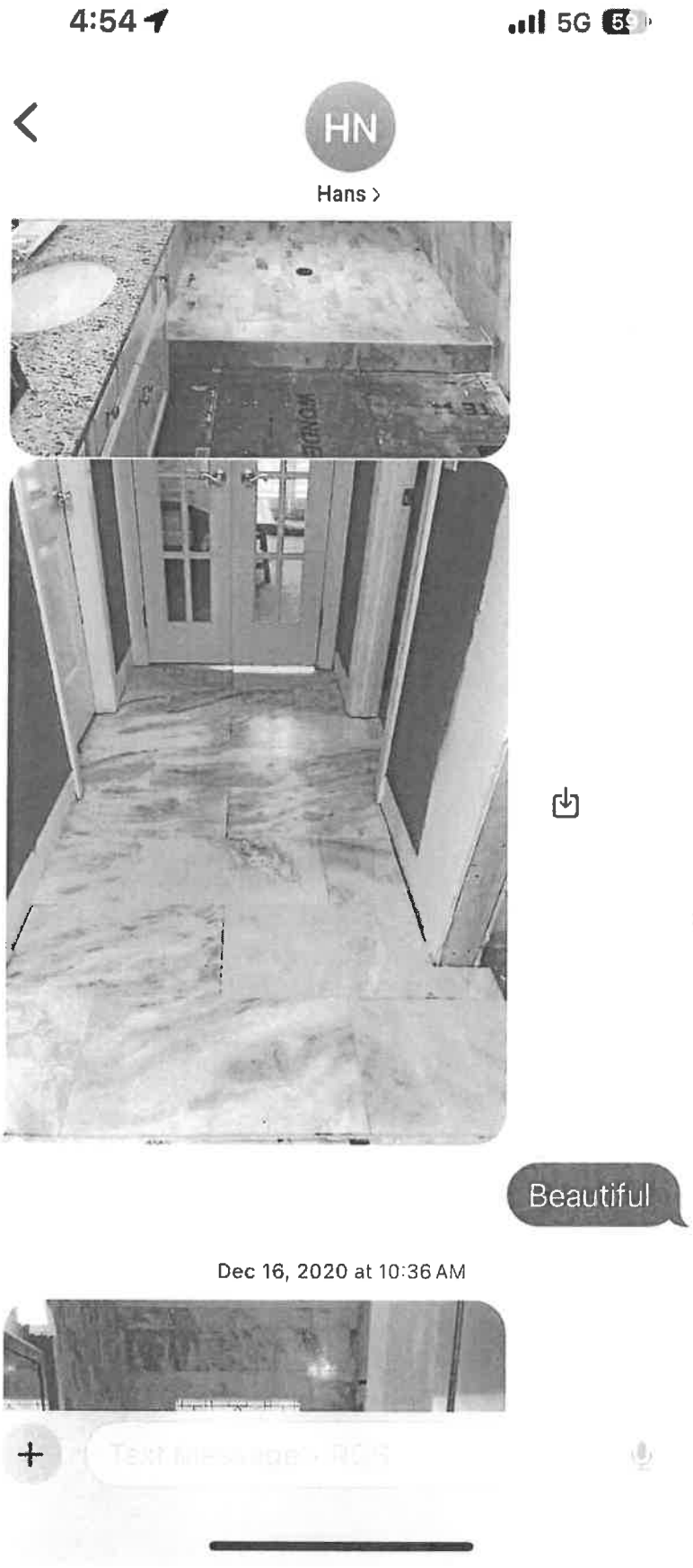
Dec 15, 2020 at 4:58 PM



More to come



Text Message • RCS


4:54
5G
HN
Hans ›
Beautiful
Dec 16, 2020 at 10:36 AM


4:54
5G
HN
Hans
Dec 16, 2020 at 10:36 AM
That is gorgeous

4:54 5G

HN

Hans >

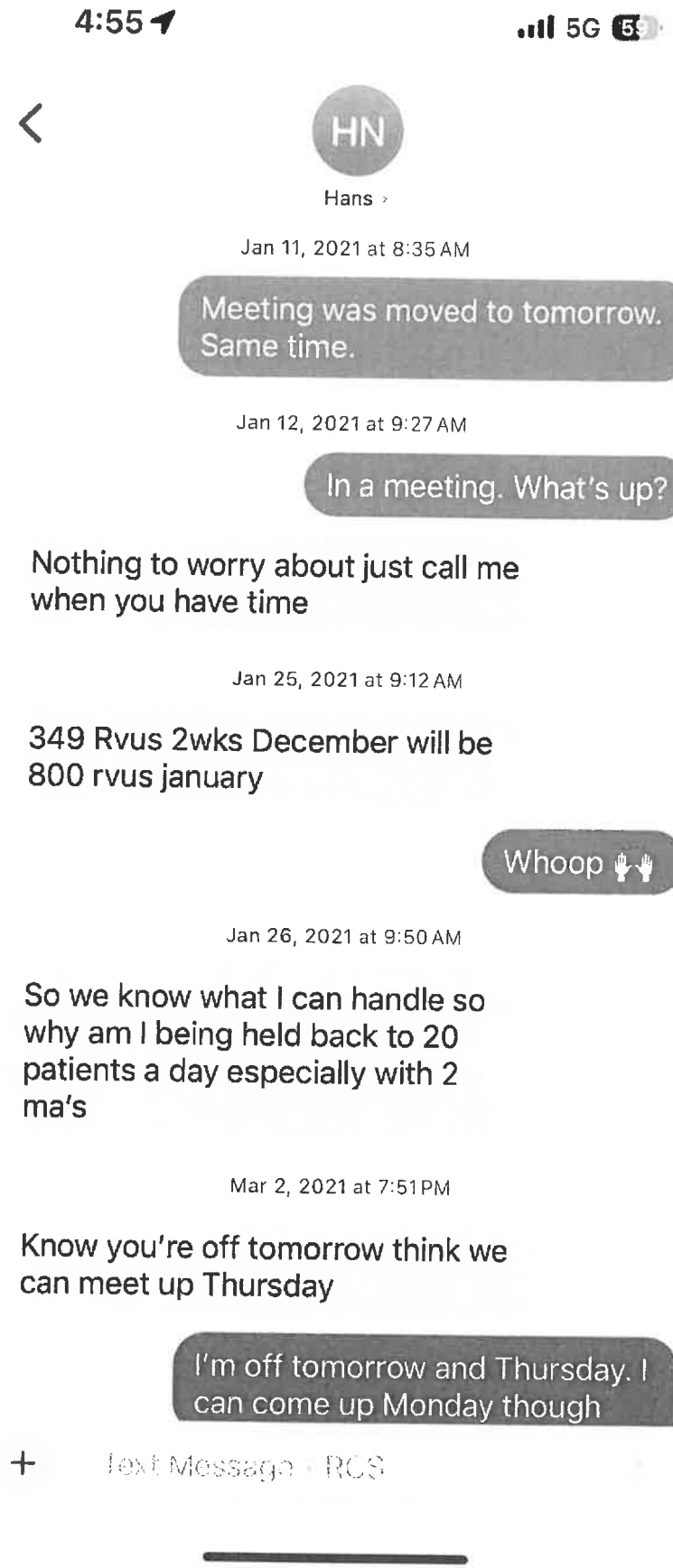


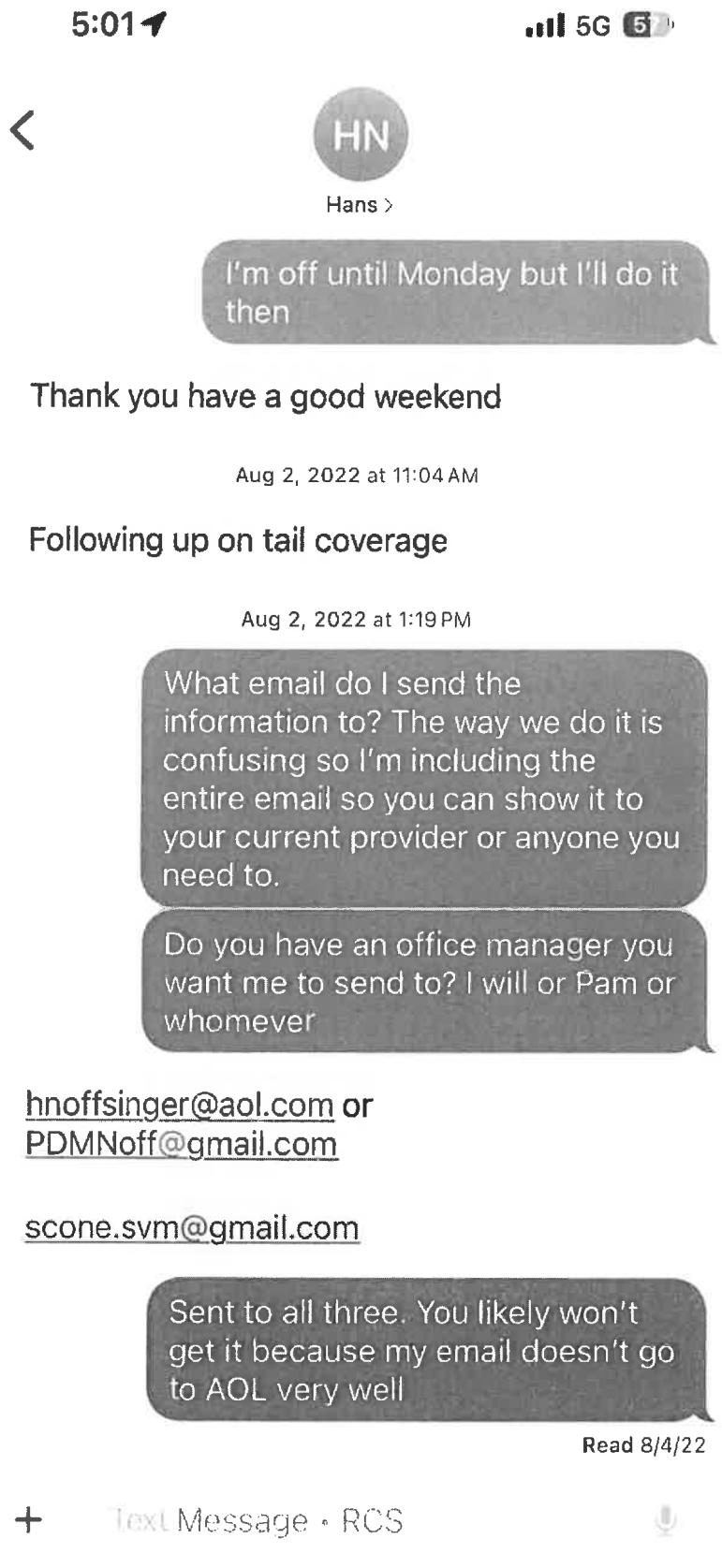
4000 total labor for all that

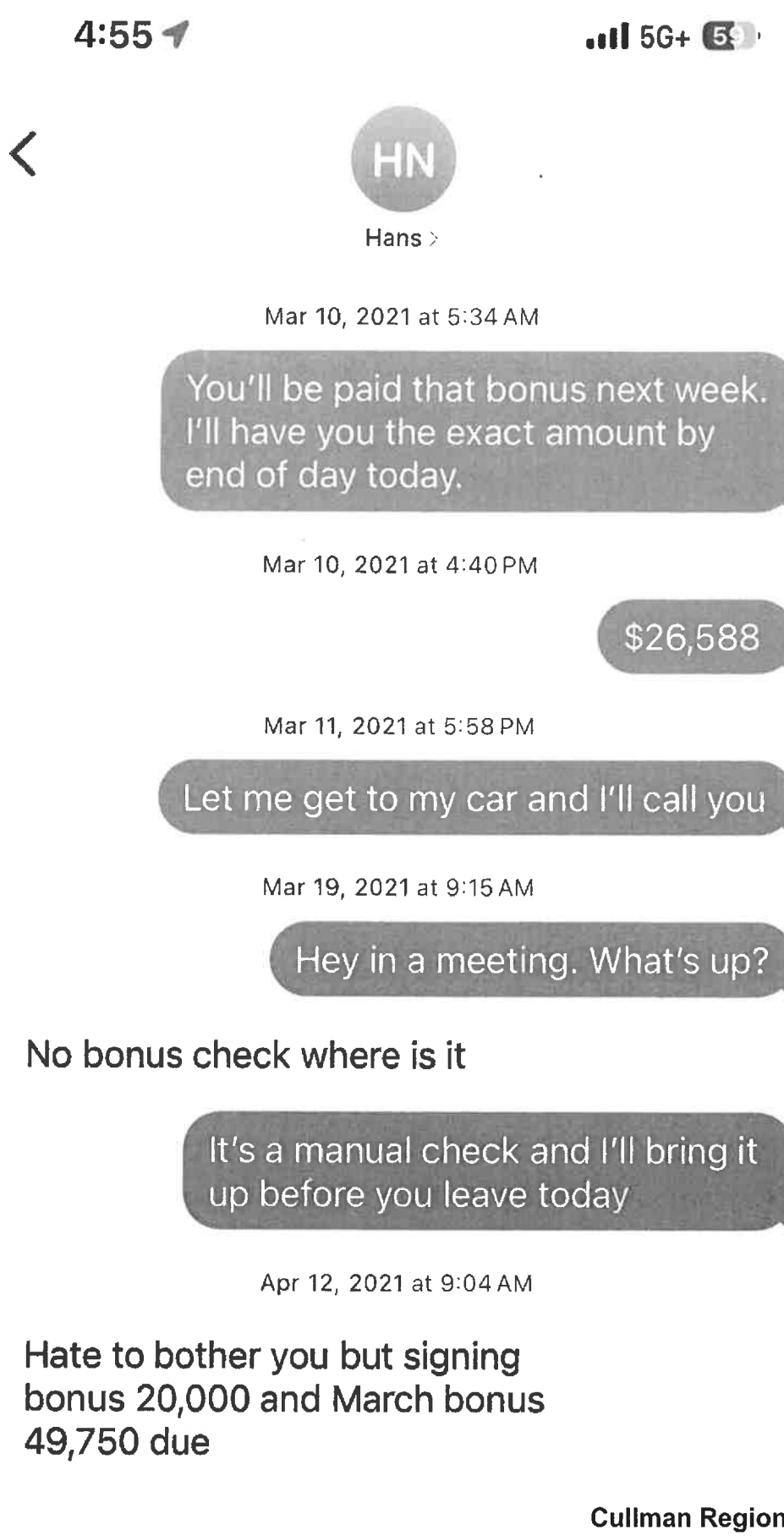
Marble and supplies 2700

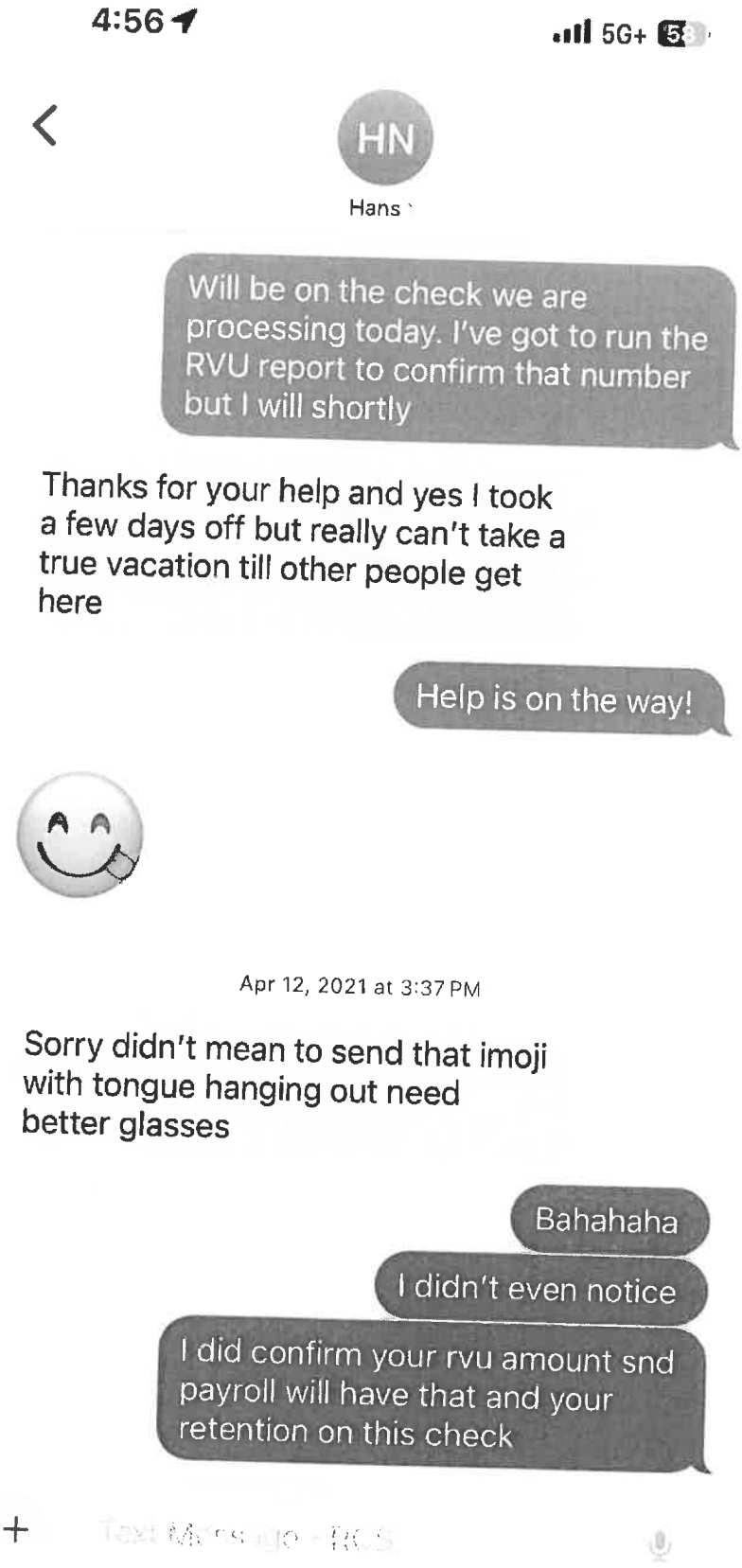
That's great!!!! I'll for sure be reaching out to him

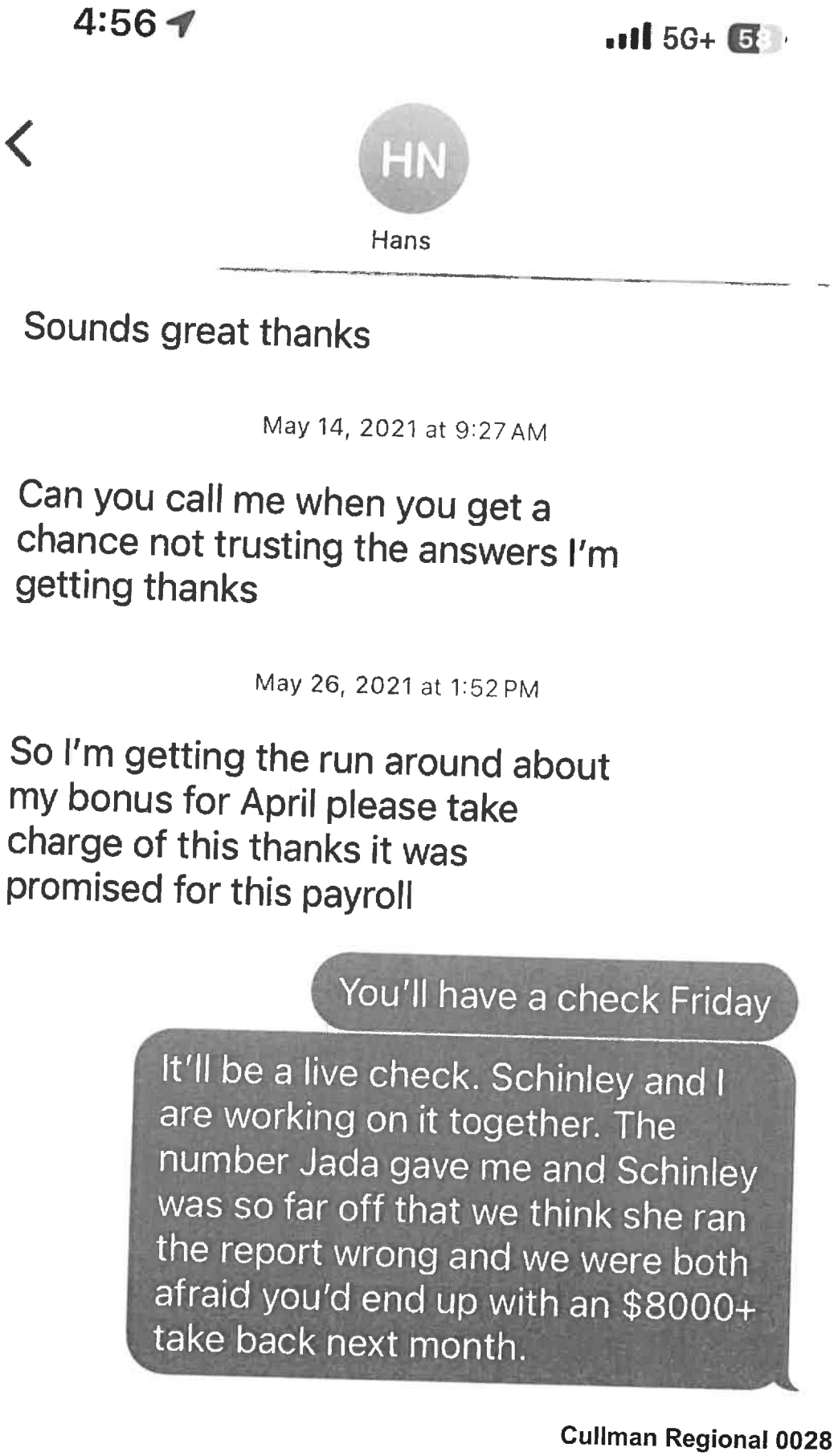
Jan 11, 2021 at 8:35 AM

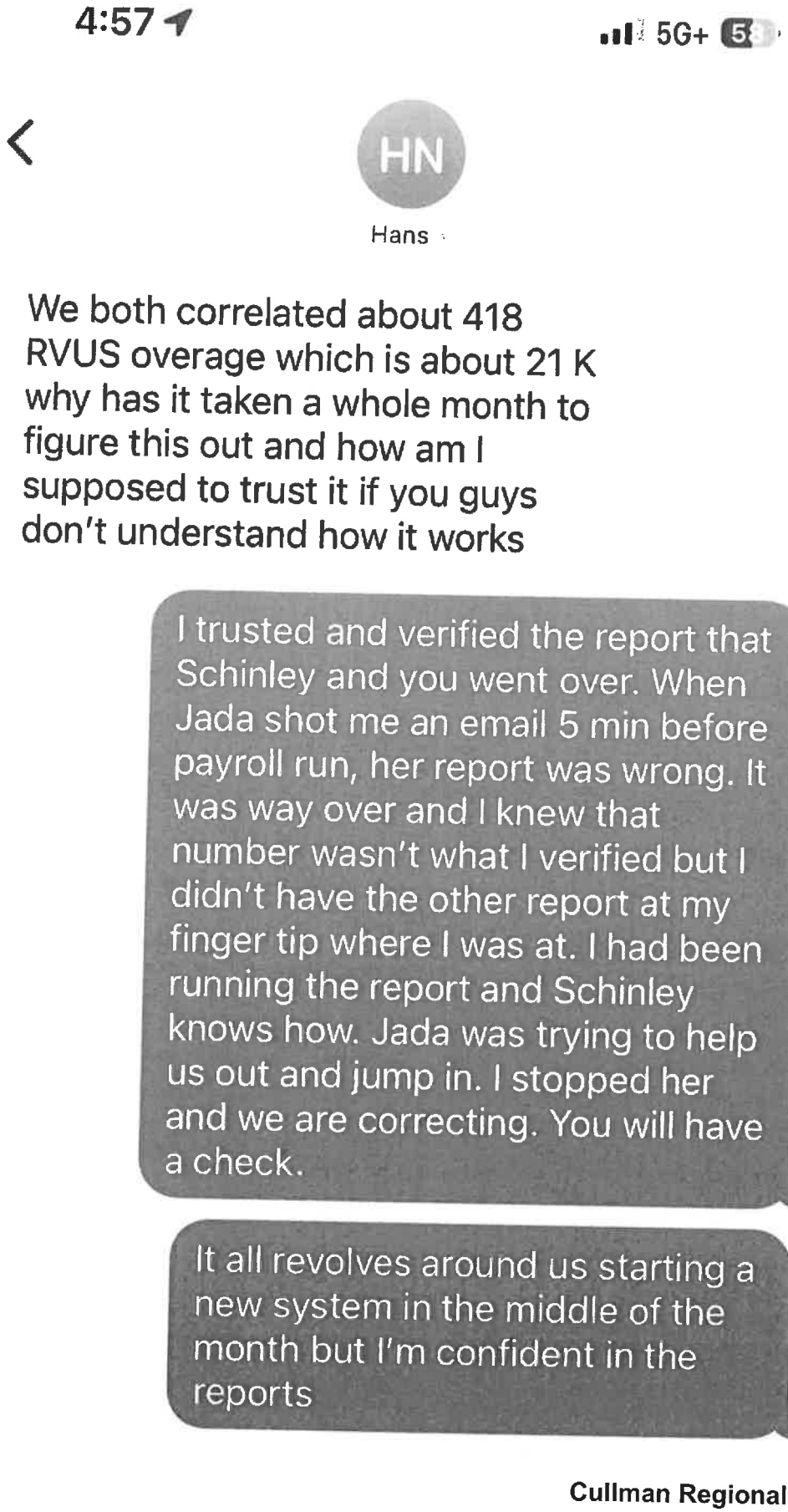

4:55
5G
HN
Hans
Jan 11, 2021 at 8:35 AM
Meeting was moved to tomorrow. Same time.
Jan 12, 2021 at 9:27 AM
In a meeting. What's up?
Nothing to worry about just call me when you have time
Jan 25, 2021 at 9:12 AM
349 Rvus 2wks December will be 800 rvus january
Whoop
Jan 26, 2021 at 9:50 AM
So we know what I can handle so why am I being held back to 20 patients a day especially with 2 ma's
Mar 2, 2021 at 7:51 PM
Know you're off tomorrow think we can meet up Thursday
I'm off tomorrow and Thursday. I can come up Monday though
Text Message • RCS

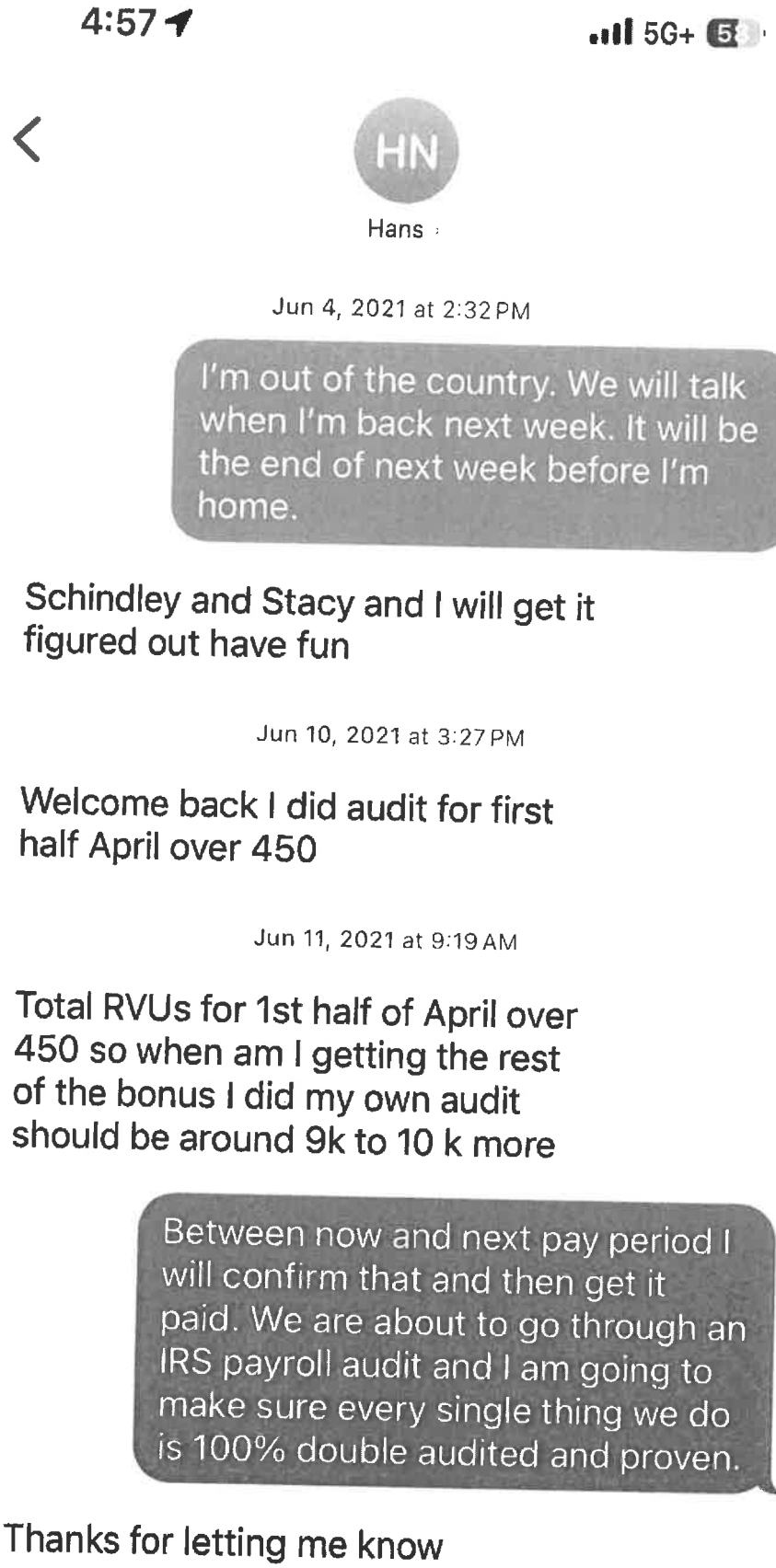

5:01
5G
HN
Hans >
I'm off until Monday but I'll do it then
Thank you have a good weekend
Aug 2, 2022 at 11:04 AM
Following up on tail coverage
Aug 2, 2022 at 1:19 PM
What email do I send the information to? The way we do it is confusing so I'm including the entire email so you can show it to your current provider or anyone you need to.
Do you have an office manager you want me to send to? I will or Pam or whomever
hnoffsinger@aol.com or PDMNoff@gmail.com
scone.svm@gmail.com
Sent to all three. You likely won't get it because my email doesn't go to AOL very well
Read 8/4/22
Text Message • RCS

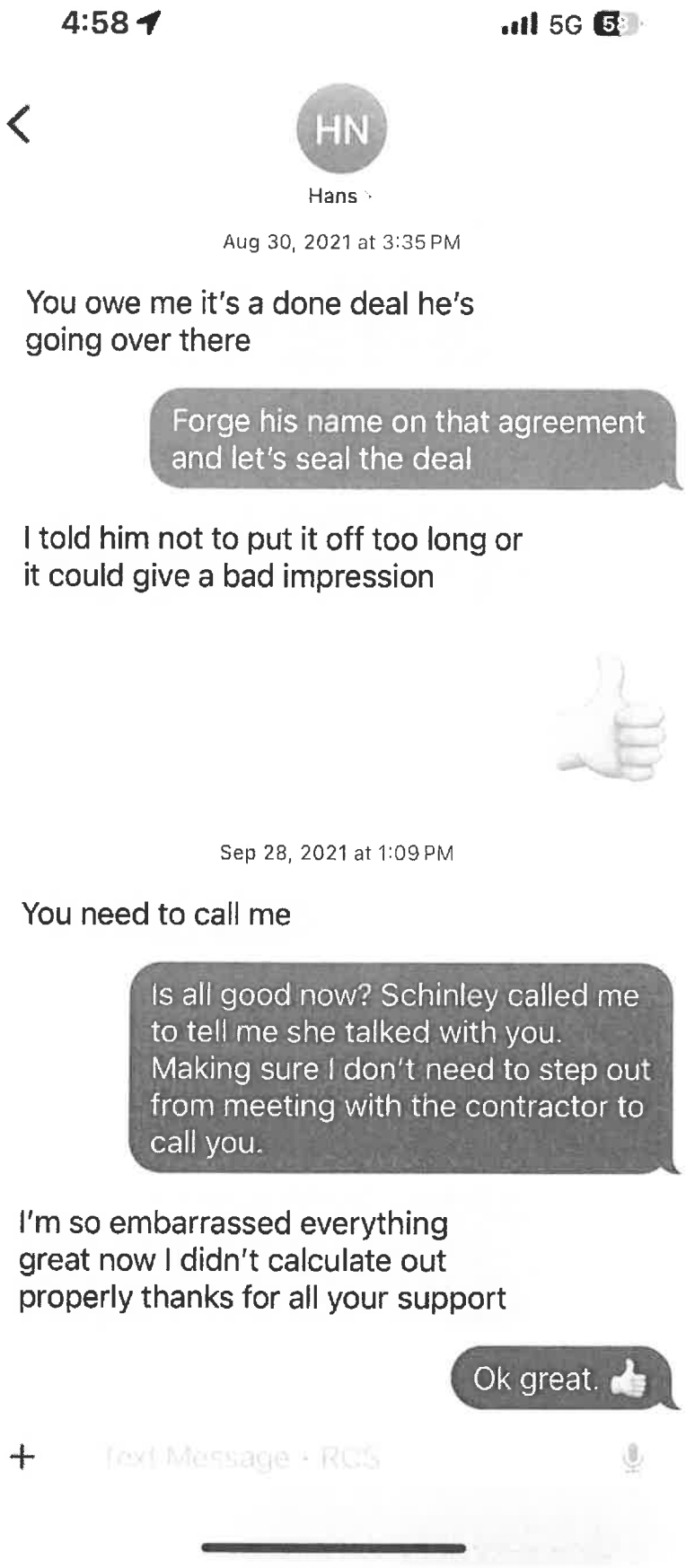

4:55
5G+
HN
Hans
Mar 10, 2021 at 5:34 AM
You'll be paid that bonus next week. I'll have you the exact amount by end of day today.
Mar 10, 2021 at 4:40 PM
$26,588
Mar 11, 2021 at 5:58 PM
Let me get to my car and I'll call you
Mar 19, 2021 at 9:15 AM
Hey in a meeting. What's up?
No bonus check where is it
It's a manual check and I'll bring it up before you leave today
Apr 12, 2021 at 9:04 AM
Hate to bother you but signing bonus 20,000 and March bonus 49,750 due


4:56
5G+
HN
Hans
Will be on the check we are processing today. I've got to run the RVU report to confirm that number but I will shortly
Thanks for your help and yes I took a few days off but really can't take a true vacation till other people get here
Help is on the way!
Apr 12, 2021 at 3:37 PM
Sorry didn't mean to send that imoji with tongue hanging out need better glasses
Bahahaha
I didn't even notice
I did confirm your rvu amount snd payroll will have that and your retention on this check


4:56
5G+
HN
Hans
Sounds great thanks
May 14, 2021 at 9:27 AM
Can you call me when you get a chance not trusting the answers I'm getting thanks
May 26, 2021 at 1:52 PM
So I'm getting the run around about my bonus for April please take charge of this thanks it was promised for this payroll
You'll have a check Friday
It'll be a live check. Schinley and I are working on it together. The number Jada gave me and Schinley was so far off that we think she ran the report wrong and we were both afraid you'd end up with an $8000+ take back next month.


4:57
5G+
HN
Hans
We both correlated about 418 RVUS overage which is about 21 K why has it taken a whole month to figure this out and how am I supposed to trust it if you guys don't understand how it works
I trusted and verified the report that Schinley and you went over. When Jada shot me an email 5 min before payroll run, her report was wrong. It was way over and I knew that number wasn't what I verified but I didn't have the other report at my finger tip where I was at. I had been running the report and Schinley knows how. Jada was trying to help us out and jump in. I stopped her and we are correcting. You will have a check.
It all revolves around us starting a new system in the middle of the month but I'm confident in the reports


4:57
5G+
HN
Hans
Jun 4, 2021 at 2:32 PM
I'm out of the country. We will talk when I'm back next week. It will be the end of next week before I'm home.
Schindley and Stacy and I will get it figured out have fun
Jun 10, 2021 at 3:27 PM
Welcome back I did audit for first half April over 450
Jun 11, 2021 at 9:19 AM
Total RVUs for 1st half of April over 450 so when am I getting the rest of the bonus I did my own audit should be around 9k to 10 k more
Between now and next pay period I will confirm that and then get it paid. We are about to go through an IRS payroll audit and I am going to make sure every single thing we do is 100% double audited and proven.
Thanks for letting me know


4:58
5G
HN
Hans
Aug 30, 2021 at 3:35 PM
You owe me it's a done deal he's going over there
Forge his name on that agreement and let's seal the deal
I told him not to put it off too long or it could give a bad impression
Sep 28, 2021 at 1:09 PM
You need to call me
Is all good now? Schinley called me to tell me she talked with you. Making sure I don't need to step out from meeting with the contractor to call you.
I'm so embarrassed everything great now I didn't calculate out properly thanks for all your support
Ok great.
Text Message · RCS



Oct 6, 2021 at 5:58 PM

Hey. In a meeting. It'll be a bit before I'm out

Oct 12, 2021 at 10:04 AM

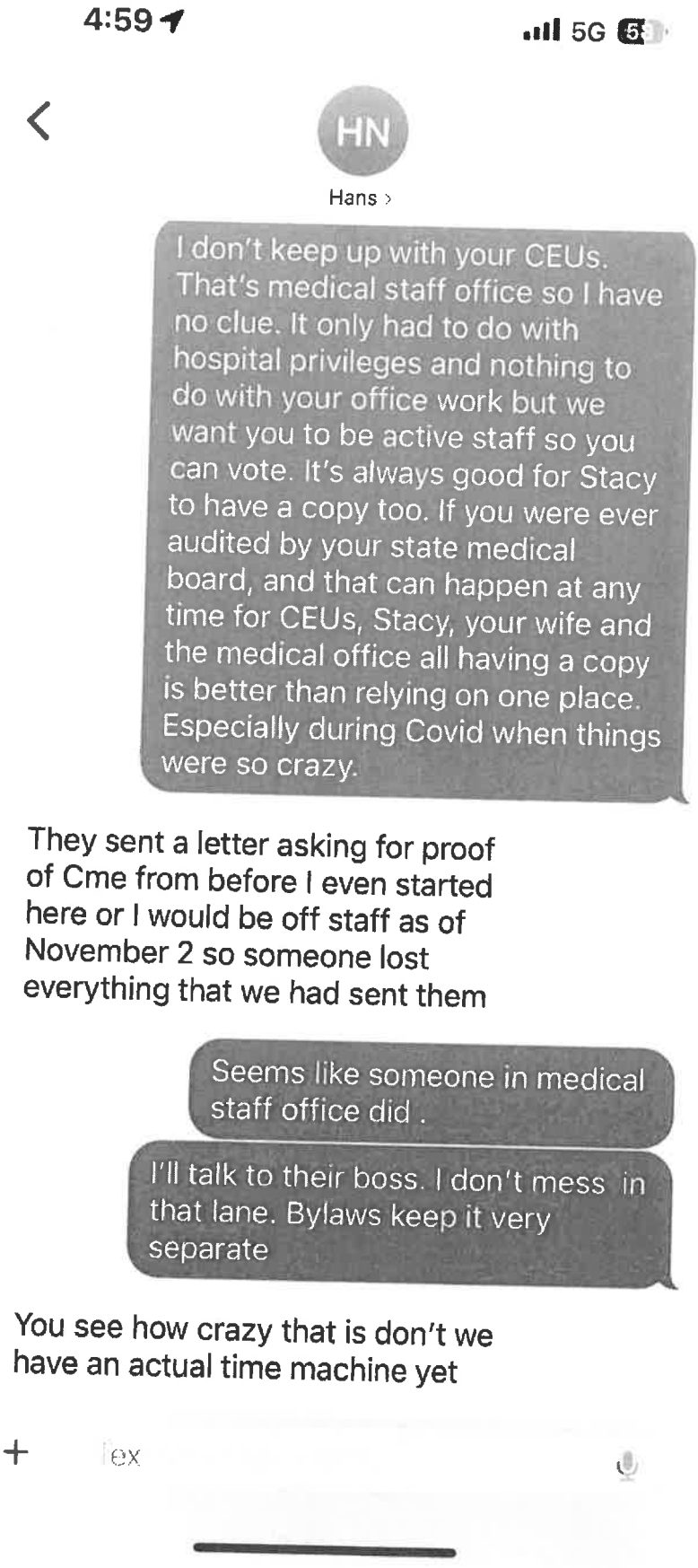
We sent everything to you before I was hired weeks on end and Cme was sent now if we can't find them do we use the time machine and make everything go back in time and I stop seeing patients on November 2nd what is the solution then

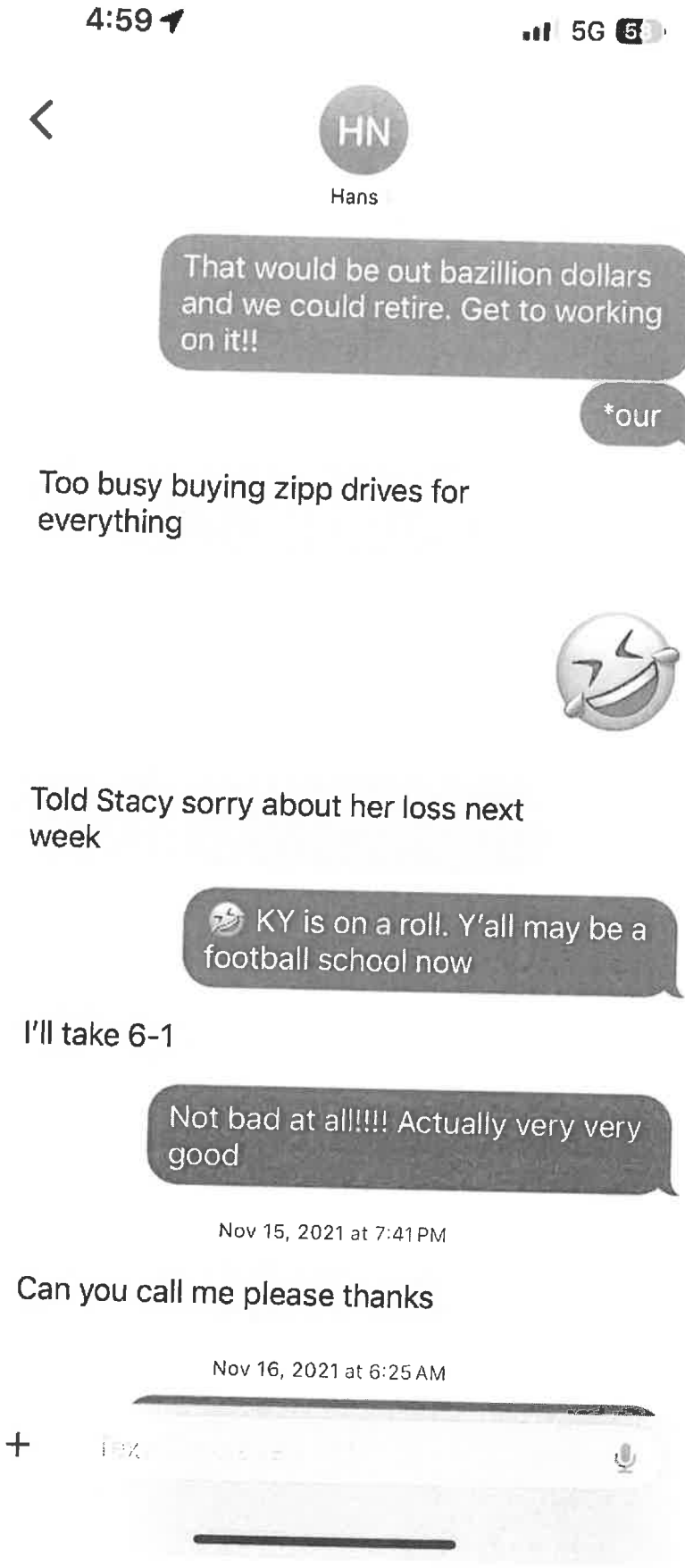
I'm driving with Focus turned on. I'll see your message when I get where I'm going.

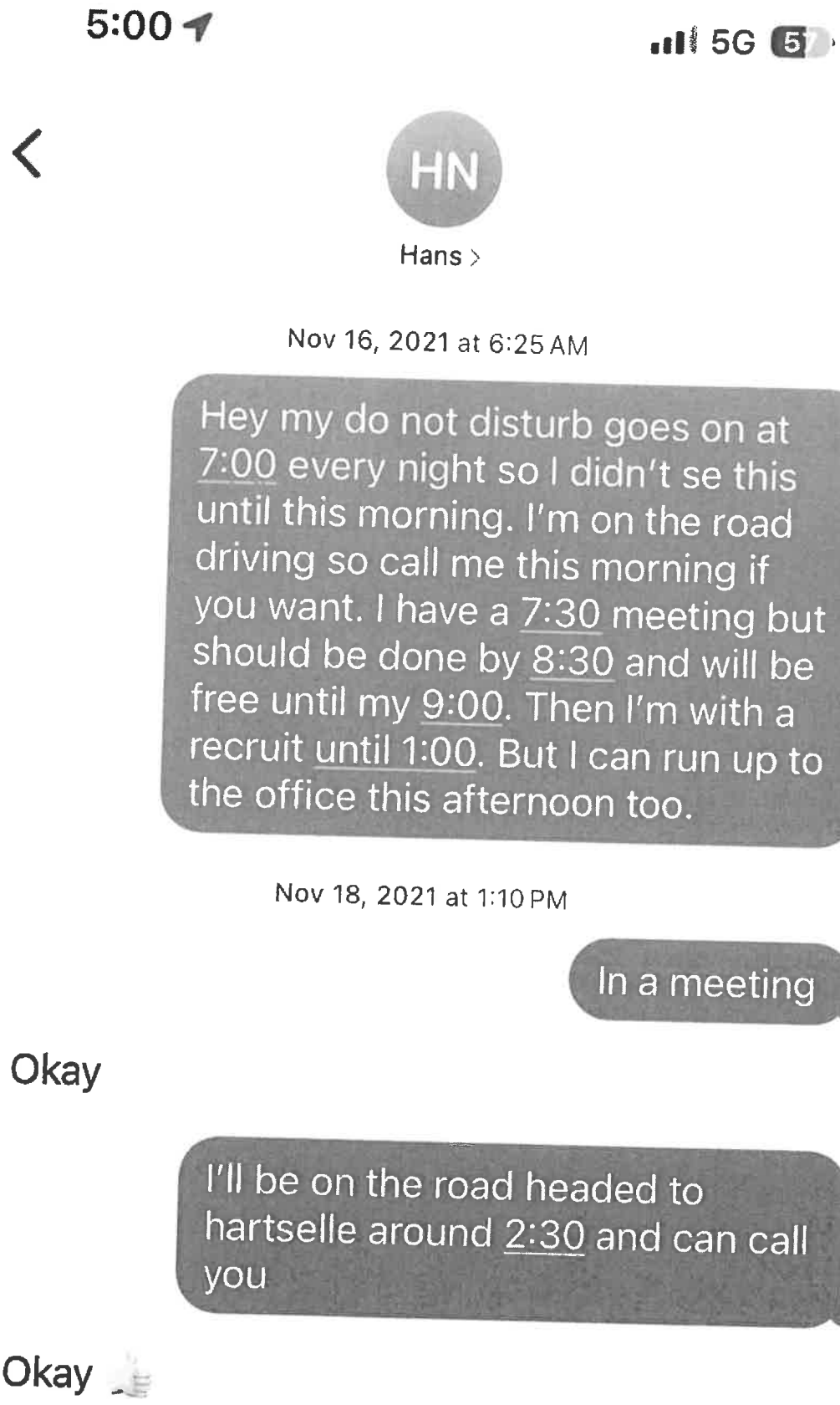
(I'm not receiving notifications. If this is urgent, reply "urgent" to send a notification through with your original message.)

Oct 12, 2021 at 11:09 AM

So my wife had to send in CME from 2 to 3 years ago all over again to prevent suspension. Who lost all that


4:59
5G
HN
Hans ›
I don't keep up with your CEUs. That's medical staff office so I have no clue. It only had to do with hospital privileges and nothing to do with your office work but we want you to be active staff so you can vote. It's always good for Stacy to have a copy too. If you were ever audited by your state medical board, and that can happen at any time for CEUs, Stacy, your wife and the medical office all having a copy is better than relying on one place. Especially during Covid when things were so crazy.
They sent a letter asking for proof of Cme from before I even started here or I would be off staff as of November 2 so someone lost everything that we had sent them
Seems like someone in medical staff office did .
I'll talk to their boss. I don't mess in that lane. Bylaws keep it very separate
You see how crazy that is don't we have an actual time machine yet


4:59
5G
HN
Hans
That would be out bazillion dollars and we could retire. Get to working on it!!
*our
Too busy buying zipp drives for everything
Told Stacy sorry about her loss next week
KY is on a roll. Y'all may be a football school now
I'll take 6-1
Not bad at all!!!! Actually very very good
Nov 15, 2021 at 7:41 PM
Can you call me please thanks
Nov 16, 2021 at 6:25 AM


5:00
5G
HN
Hans
Nov 16, 2021 at 6:25 AM
Hey my do not disturb goes on at 7:00 every night so I didn't se this until this morning. I'm on the road driving so call me this morning if you want. I have a 7:30 meeting but should be done by 8:30 and will be free until my 9:00. Then I'm with a recruit until 1:00. But I can run up to the office this afternoon too.
Nov 18, 2021 at 1:10 PM
In a meeting
Okay
I'll be on the road headed to hartselle around 2:30 and can call you
Okay

5:00 5G

HN

Hans

Dec 17, 2021 at 11:15 AM

The Outlet Shops of Grand River
1h ·

Come see the Smokey City Rails model trains this weekend! Trains are ready to deliver Christmas present to all

SMOKEY CITY RAILS MODEL RAILROAD CLUB · Join
Robert Goodwin · Nov 19 ·



591 Views

Lisa, become a member to see more

This is at the outlet mall in Leeds

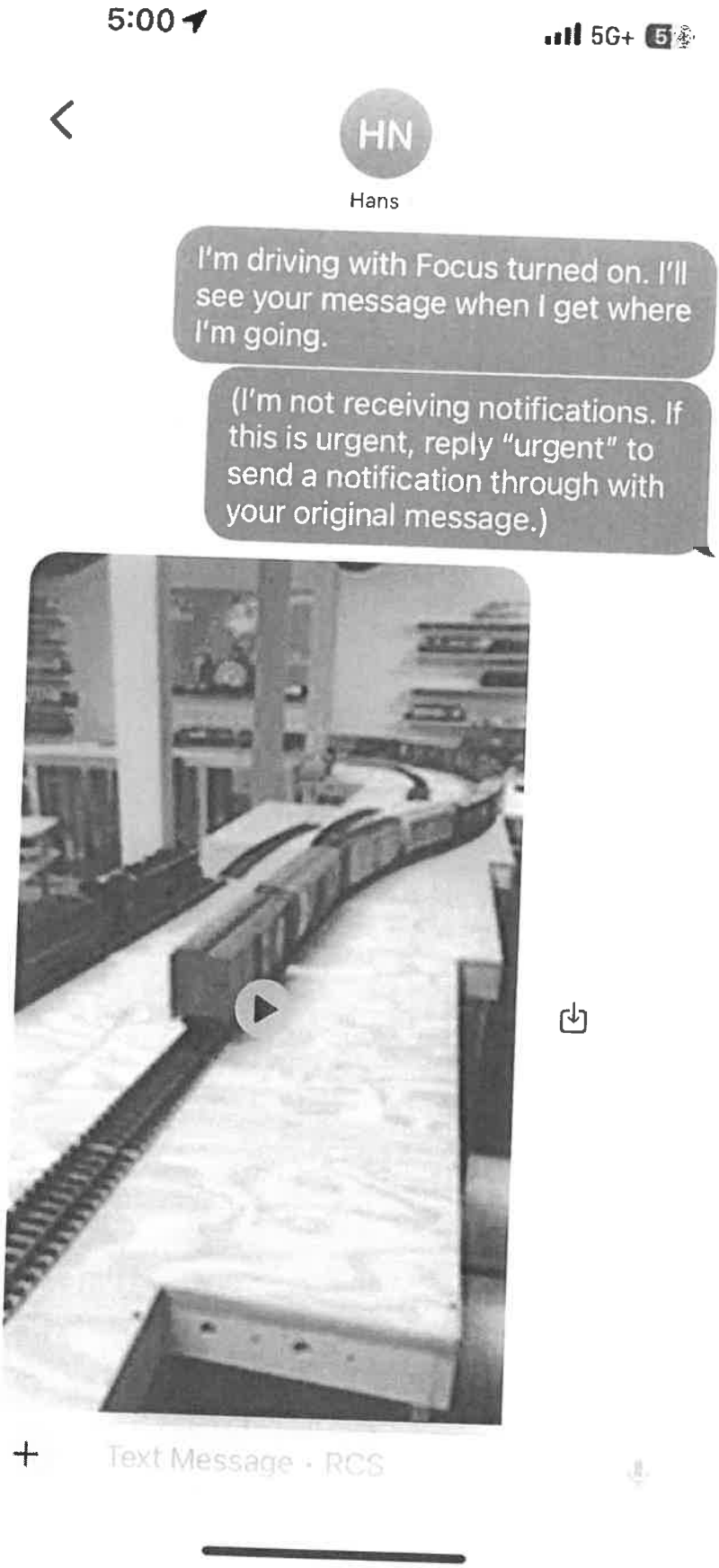
I love that place

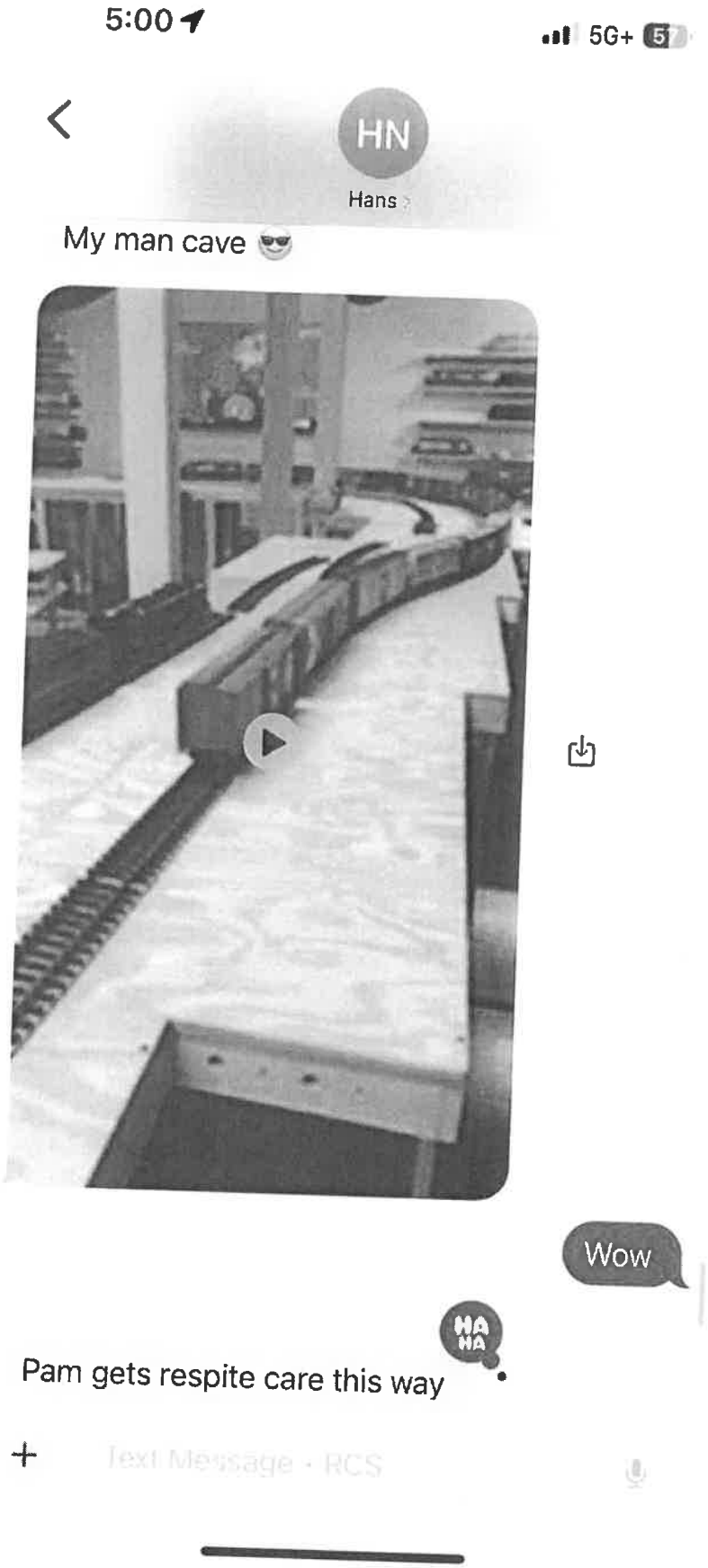
Just wanted to make sure knew about it :-)

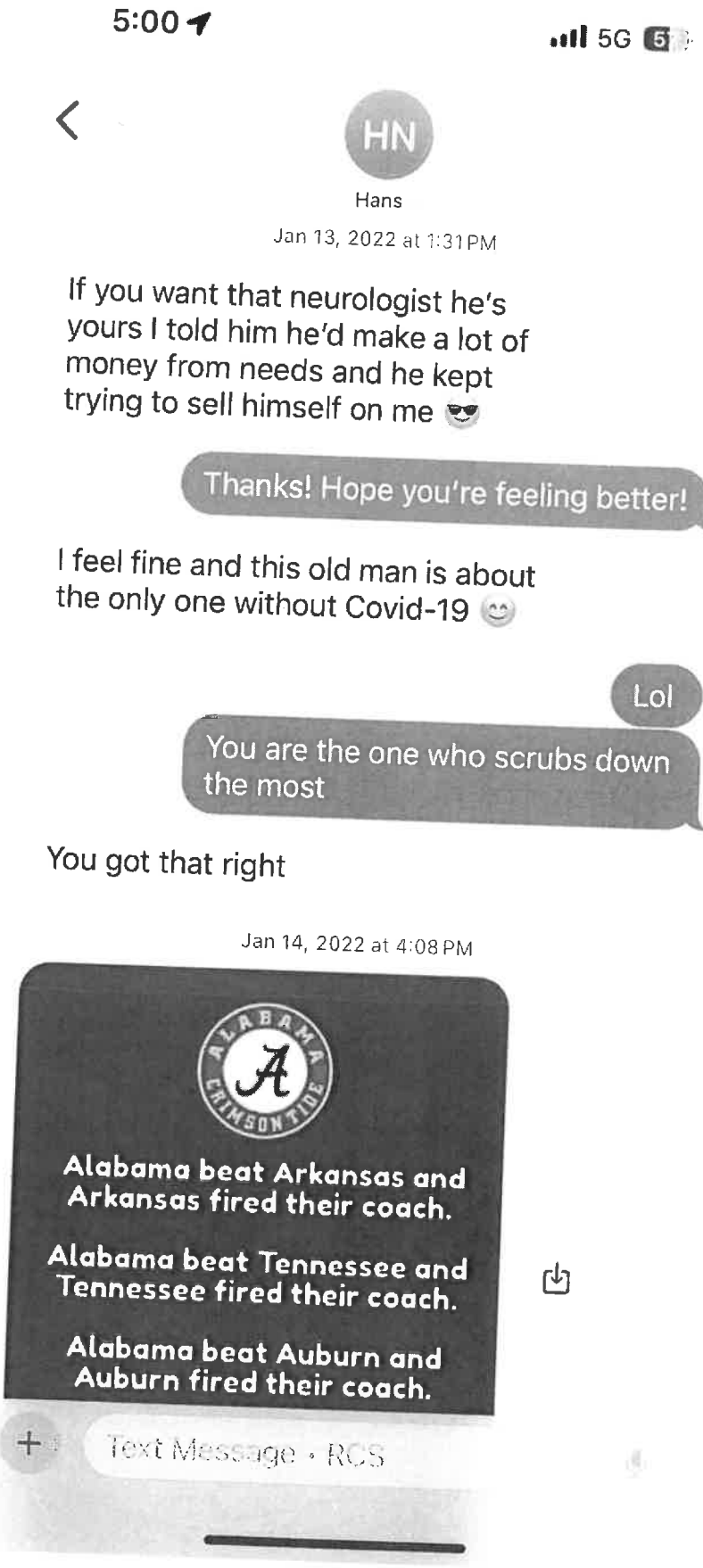
HA HA

Yes ma'am just think my trains are 3 scales larger

+ Text Message · RCS


5:00
5G+
HN
Hans
I'm driving with Focus turned on. I'll see your message when I get where I'm going.
(I'm not receiving notifications. If this is urgent, reply "urgent" to send a notification through with your original message.)
Text Message · RCS


5:00
5G+
HN
Hans
My man cave
Wow
HA HA
Pam gets respite care this way
Text Message · RCS


5:00
5G
HN
Hans
Jan 13, 2022 at 1:31 PM
If you want that neurologist he's yours I told him he'd make a lot of money from needs and he kept trying to sell himself on me
Thanks! Hope you're feeling better!
I feel fine and this old man is about the only one without Covid-19
Lol
You are the one who scrubs down the most
You got that right
Jan 14, 2022 at 4:08 PM
ALABAMA CRIMSON TIDE
Alabama beat Arkansas and Arkansas fired their coach.
Alabama beat Tennessee and Tennessee fired their coach.
Alabama beat Auburn and Auburn fired their coach.
Text Message • RCS

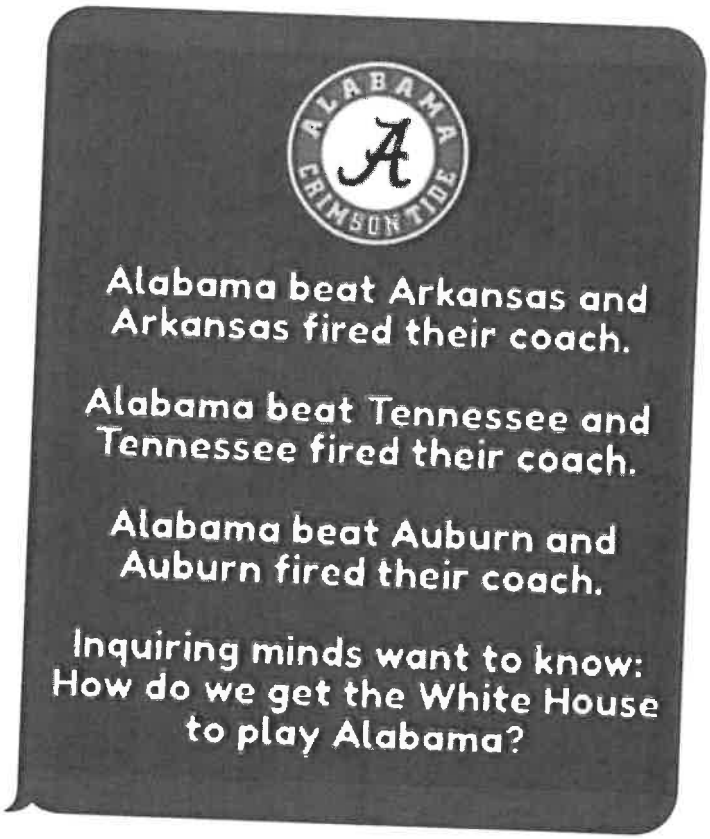
5:00 5G

HN

Hans

You got that right

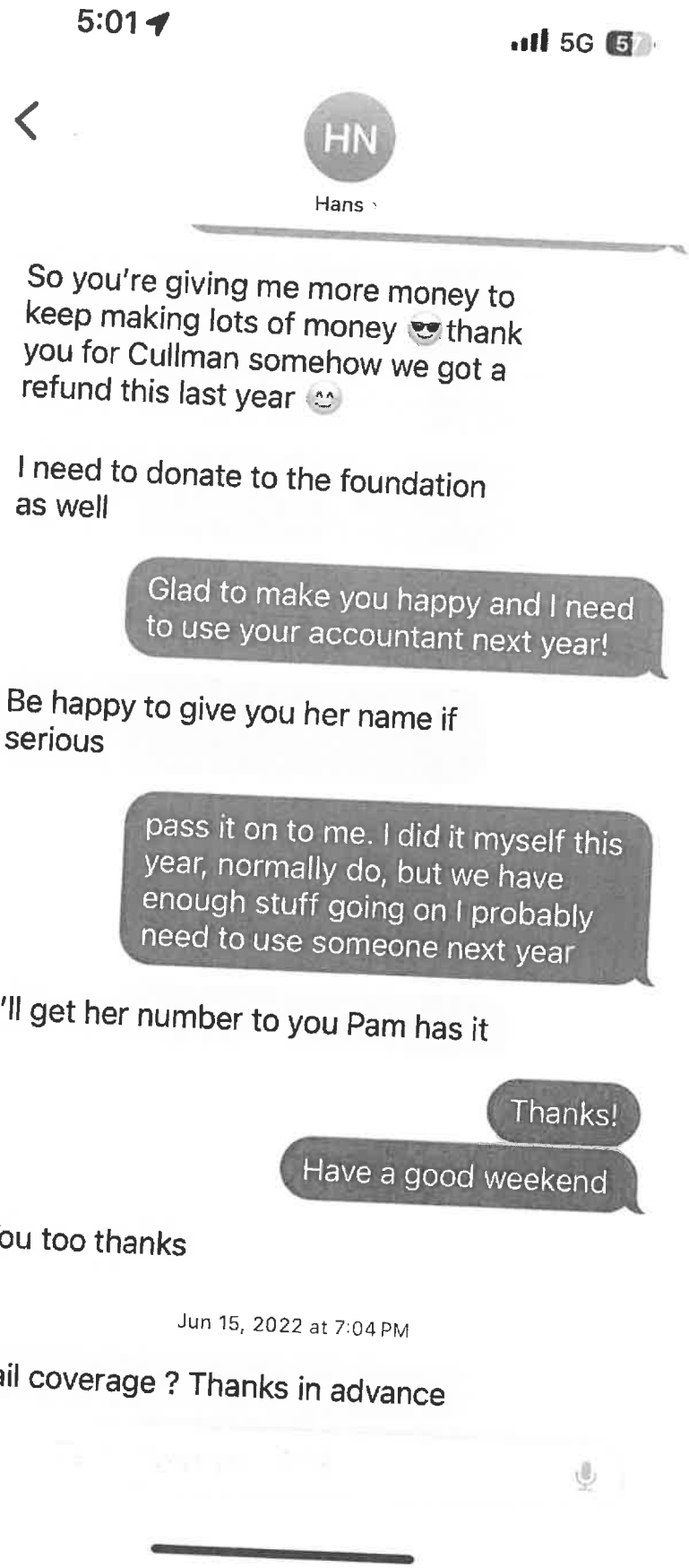
Jan 14, 2022 at 4:08 PM

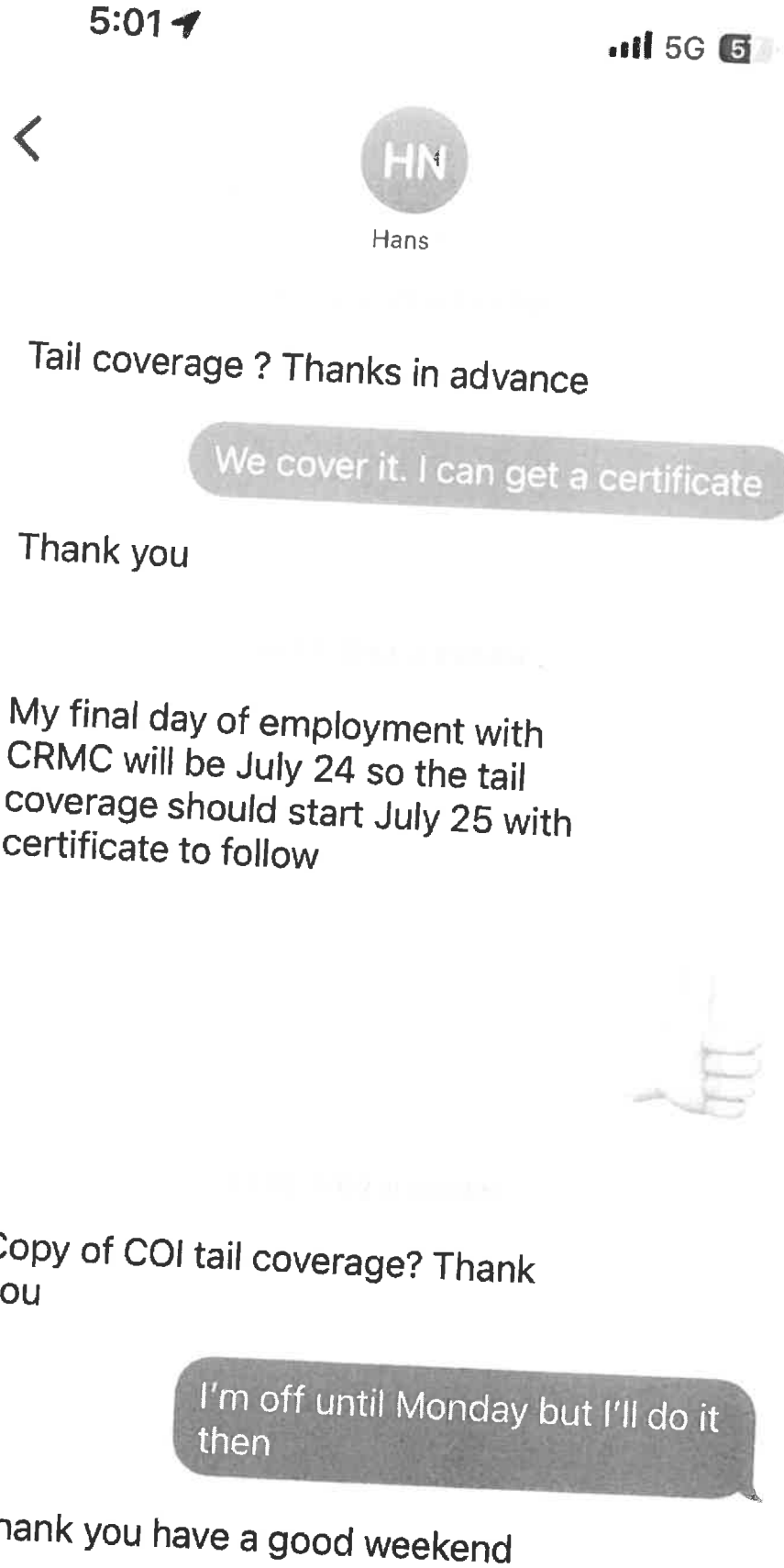


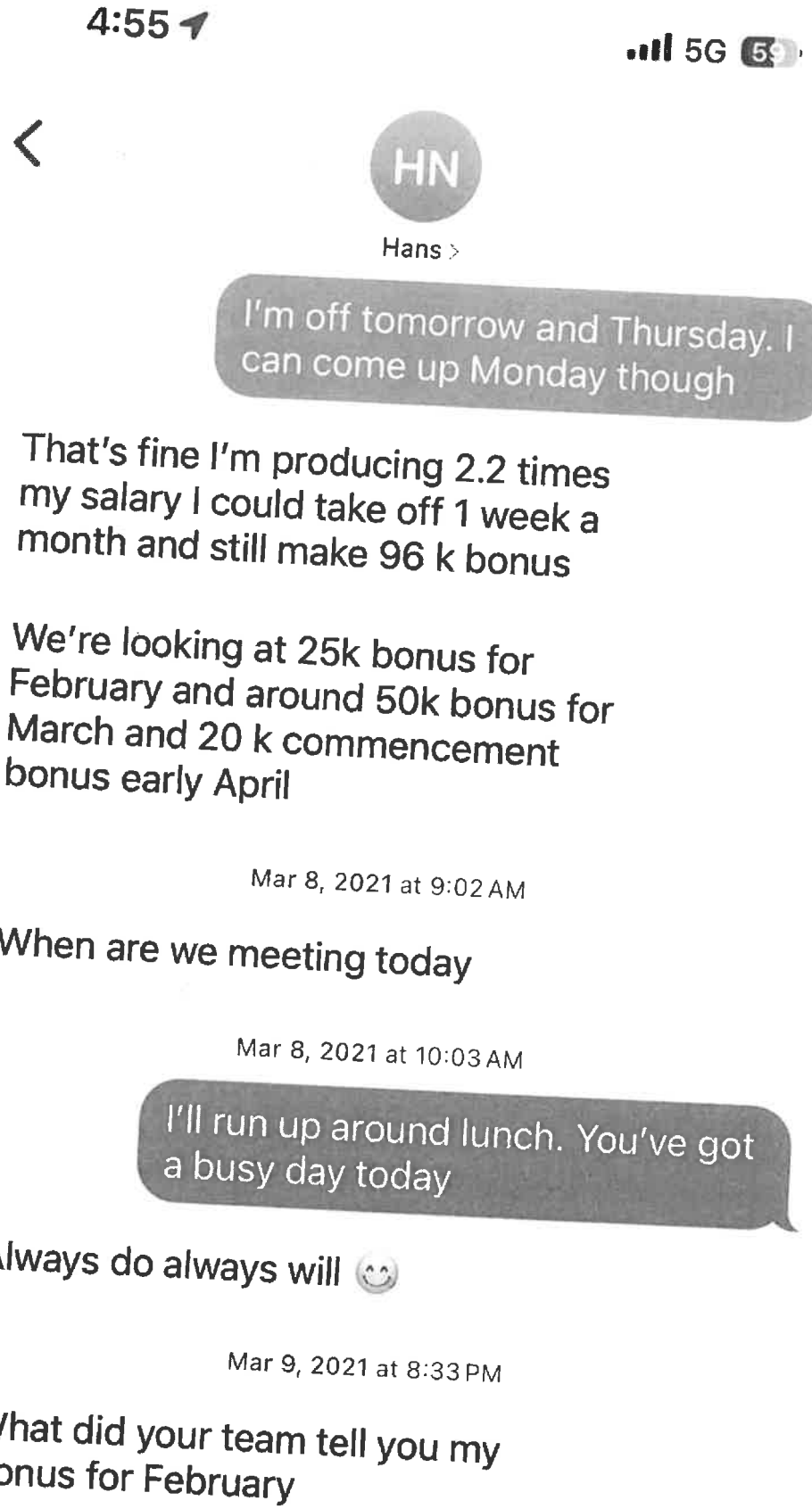


Mar 31, 2022 at 5:22 PM

You'll see a second deposit tomorrow or Monday that is your retention bonus. FYI


5:01
5G
HN
Hans
So you're giving me more money to keep making lots of money thank you for Cullman somehow we got a refund this last year
I need to donate to the foundation as well
Glad to make you happy and I need to use your accountant next year!
Be happy to give you her name if serious
pass it on to me. I did it myself this year, normally do, but we have enough stuff going on I probably need to use someone next year
I'll get her number to you Pam has it
Thanks!
Have a good weekend
You too thanks
Jun 15, 2022 at 7:04 PM
Tail coverage ? Thanks in advance


5:01
5G
HN
Hans
Tail coverage ? Thanks in advance
We cover it. I can get a certificate
Thank you
My final day of employment with CRMC will be July 24 so the tail coverage should start July 25 with certificate to follow
Copy of COI tail coverage? Thank you
I'm off until Monday but I'll do it then
Thank you have a good weekend


4:55
5G
HN
Hans
I'm off tomorrow and Thursday. I can come up Monday though
That's fine I'm producing 2.2 times my salary I could take off 1 week a month and still make 96 k bonus
We're looking at 25k bonus for February and around 50k bonus for March and 20 k commencement bonus early April
Mar 8, 2021 at 9:02 AM
When are we meeting today
Mar 8, 2021 at 10:03 AM
I'll run up around lunch. You've got a busy day today
Always do always will
Mar 9, 2021 at 8:33 PM
What did your team tell you my bonus for February

Robert Lockwood

From: Courtney, Lisa
Sent: Monday, July 11, 2022 12:34 PM
To: Courtney, Lisa
Subject: Dr Noffsinger
Attachments: Screenshot 2022-07-11 at 12.30.24 PM.jpeg

Get Outlook for iOS

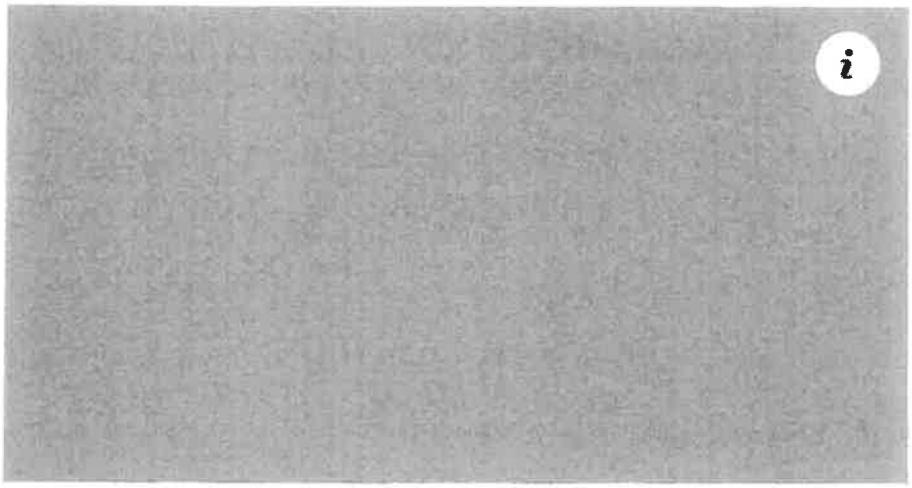


12:30

Done 4 of 4

Cullman : Unrated
Daphne Terry · 3m ·

I just spoke with Dr. Noffsinger(formerly of Cullman Regional Medical Group) and he gave me permission to let all of his patients know that beginning July 25th, he will be seeing patients at Southview Medical clinic in Hanceville. Call and schedule an appointment with him. This is great news for his patients and for the surrounding communities.



southviewmedicalclinic.com
Southview Medical Clinic | Primary Care Physicians, FAMILY PRACTICE & URGENT CAR...

Like Comment Send

Erika Buckelew
1m ·

Requests

Generated by Dexter, Mary on : Jul 24, 2024 03:27 PM
Total records : 15

ID	Subject	Requester Name	Assigned To	Created Date	Details
1450	Add 2 new items to favorites	Noffsinger, Hansel	Hurst, Emily	Jun 16, 2020 04:38 PM	Would like RTC 1 day and RTC 3 days added to his favorites.
3070	apple keyboard	Noffsinger, Hansel	Kelly, Matt	Jul 29, 2020 09:07 AM	He hooked up an apple kayboard to his computer and it worked fine yesterday but today he can't use it. He has restarted and I've asked him to hook up the original keyboard until someone can check it out for him.
3533	Issue with eRx in Cerner	Noffsinger, Hansel	Hurst, Emily	Aug 7, 2020 11:26 AM	Dr. Noffsinger is having an issue e-prescribing Adderall and another narcotic on a patient
6027	Issues with Cerner password	Noffsinger, Hansel	Lay, Talitha	Oct 7, 2020 09:39 AM	Cerner password keeps requesting to be reset over and over
6659	Trouble using M*Modal at home	Noffsinger, Hansel	Hurst, Emily	Oct 19, 2020 01:34 PM	Having trouble with M*Modal at home. Needs help today.
27343	cannot connect laptop at home to network	Noffsinger, Hansel	Compton, Lee	Oct 11, 2021 08:38 AM	Dr Noffsinger called Sentinel but they were unable to help No ticket from Sentinel
28273	cant print perscriptions	Noffsinger, Hansel	-	Oct 20, 2021 02:30 PM	Issue: cant print perscriptions. Noffsinger, Hansel needs to print his perscriptions from cerner. Noffsinger, Hansel can see a selection of multiple printers and they are not sure which one is the correct one.
33010	Powerchart is not loading; just spinning	Noffsinger, Hansel	Hurst, Emily	Dec 30, 2021 10:04 AM	Powerchart is not loading; just spinning. Transferred him to Physician Helpline x2290.
33484	Computer itself running very slow.	Noffsinger, Hansel	-	Jan 5, 2022 12:20 PM	We have attempted to contact end user: Dr. Halfinger regarding his ticket for a slow PC. This ticket came in late on 12/30/21 and unfortunately our helpdesk was closed for the holiday. His laptop is located at his home, which from his statement, is 80 miles away. He hasnow refused help from Sentinel Help Desk, and on our last call, hung up on us. He is unable to do anything with his computer. It is extremely slow and he needs to get Chart Notes done. He lives 80 miles from the office. He just updated his computer on Monday. He does not use his work email at all so phone is the best way to contact him.
34158	Mmodal Mic	Noffsinger, Hansel	Ham, James	Jan 14, 2022 10:24 AM	Each day Dr. Noffsinger comes in he has to unplug and reconnect his Mmodal mic in order for it to function properly.
36242	replace doc's desktop AND laptop with Surface + docking station + monitors	Noffsinger, Hansel	-	Feb 14, 2022 09:52 AM	retrieve both laptop + desktop
36905	popup	Noffsinger, Hansel	-	Feb 23, 2022 02:13 PM	user had a popup while browsing in edge. Force quit browser. Ran cylance scan. Issue resolved.
39089	Issue: mmodel missing	Noffsinger, Hansel	-	Mar 30, 2022 02:11 PM	Regular M*Modal install. Run as Administrator. Leaves 4:30. couldn't install with 3-4 or zz. Connected to wired network. Couldn't install with 3-4 or zz or local admin. Can install with test machine. Cody disabled cylance. Install successful. Issue resolved.
39138	Issues connecting to Cisco AnyConnect	Noffsinger, Hansel	Duke, Ryan	Mar 31, 2022 11:38 AM	Hansel said that he could not connect to cisco or any connect. He was not connected to his home wifi. He connected to it and then was able to login and connect to the VPN. He tested and it is working.
39885	deploy docking station + monitor for laptop	Noffsinger, Hansel	Ham, James	Apr 13, 2022 02:37 PM	Stacy said Sean ordered a docing station for doc's personal surface laptop



Case 5:24-cv-00900-HDM Document 25-56 Filed 03/05/26 Page 41 of 41

Cullman Regional 002624

FILED
2026 Mar-05 AM 10:00
U.S. DISTRICT COURT
N.D. OF ALABAMA

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION

CIVIL ACTION NUMBER
5:24-cv-900-LCB

HANSEL NOFFSINGER,
Plaintiff,
VS.
CULLMAN REGIONAL MEDICAL
CENTER, INC.,
Defendants.

DEPOSITION TESTIMONY OF: NESHA DONALDSON
NOVEMBER 12, 2025
9:30 a.m.

STIPULATION

IT IS STIPULATED AND AGREED by and between the parties through their respective counsel that the deposition of NESHA DONALDSON may be taken before Donna Winters, CCR and Notary Public, State at Large, at Cullman Regional Medical Center, 1912 Alabama Highway 157, Cullman, Alabama 35058, commencing at approximately 9:30 a.m. on November 12, 2025.

IT IS FURTHER STIPULATED AND AGREED that the signature to and the reading of the deposition by the witness is waived, the deposition to have the same force and effect as if full compliance had been had with all laws and rules of Court relating to the taking of depositions.

IT IS FURTHER STIPULATED AND AGREED that it shall not be necessary for any objections to be made by counsel to any questions, except as to form or leading questions, and that counsel for the parties may make objections and assign grounds at the time of the trial or at the time said deposition is offered in evidence, or prior thereto.

APPEARANCES:

FOR THE PLAINTIFF:
ALLEN D. ARNOLD, LLC
6 Office Park Circle, Suite 205
Birmingham, Alabama 35205

FOR THE DEFENDANT:
LOCKWOOD & ASSOCIATES
Robert Lockwood
527 Fountain Row Southwest
Huntsville, Alabama 35801

ALSO PRESENT: Lisa Courtney.

EXAMINATION INDEX

EXAMINATION BY: PAGE NO.
Mr. Arnold 8 - 50

EXHIBIT INDEX

Plaintiff's
113 Amended Notice of Taking of Deposition 11
21 Report showing amounts paid to hospital
22 Affidavits, Bates Cullman Regional 2404 - 2407
68 June 1, 2022 e-mails, Bates Cullman Regional 2392 - 2393
71 June 6, 2022 e-mail re: Summary Talking Points for James, Bates Cullman Regional 2319 - 2320
112 Complaint brought by Dr. Whitfield

I, Donna Winters, a Certified Court Reporter and a Notary Public for the State of Alabama at Large, acting as Commissioner, certify that on this date, pursuant to the Alabama Rules of Civil Procedure, and the foregoing stipulation of counsel, there came before me at Cullman Regional Medical Center, 1912 Alabama Highway 157, Cullman, Alabama 35058, commencing at approximately 9:30 a.m. on November 12, 2025, NESHA DONALDSON, witness in the above cause, for oral examination, whereupon the following proceedings were had:

NESHA DONALDSON,
having been first duly sworn, was examined and testified as follows:

STENOGRAPHIC REPORTER: Usual stipulations?

MR. LOCKWOOD: That's fine.

MR. ARNOLD: That's fine.

EXAMINATION BY MR. ARNOLD:

Q. Good morning. My name is Allen Arnold. I'm an attorney, and I represent Dr. Hansel Noffsinger in the matter of Cullman Regional Medical Center that Dr. Noffsinger has filed against the hospital. Could you state your full name for the record, please?

A. Nesha Donaldson.

Q. Is that your full name?

A. Nesha Stallings Donaldson.

Q. Thank you. Any relation to the coach? I'm sure you get that a lot.

A. I do, but, no. Not that I know of, anyway.

Q. What is your address?

A. My address is 254 County Road 723, Cullman.

Q. And what is your home or cell phone number that you personally use?

A. 256-338-0380.

Q. And do you have any relatives that live in the Northern District of

Page 9

Alabama which would essentially be from the I-59 Highway all the way to the border of Tennessee North?
A. I have lots of relatives.
Q. So what Robert and I have done is, we're going to get a list of last names and full names of your family, should this case go to trial, then. Are we good with that?
MR. LOCKWOOD: Agreed.
Q. That minimizes some time today, thank you. Are you on any medication today?
A. I take blood pressure medicine, cholesterol. I mean, I take vitamins and stuff like that, so.
Q. Does any of that medication affect your memory in any way?
A. I don't think so.
Q. Does it affect your ability to answer questions?
A. No.
Q. Does it affect your ability to

Page 10

tell the truth?
A. No.
Q. I anticipate this not being very long today, but if for any reason you need a break, ask for a break.
A. Okay.
Q. The only thing I ask that you agree to is that before any break is commenced, if there's a question pending, you go ahead and answer that question, and then we will commence the break. Is that fair?
A. That's fair.
Q. You're doing a great job right now answering verbally, but I can see your head nod as you talk. Please remember to verbalize your answers so our court reporter can take down your testimony, because nobody is really sure what a head nod is or an "uh-huh" or an "huh-uh" and that sort of normal communication we have when we're not talking to attorneys.
A. Understood.

Page 11

(Whereupon, Plaintiff's Exhibit Number 113 was marked for identification, a copy of which is attached to the original of the transcript.)
Q. I am showing you what is marked as Plaintiff's Exhibit 113, if you'll keep the one with the sticker.
A. Can I get my glasses?
Q. Absolutely. I am showing you what is marked as Plaintiff's Exhibit 113. This is a deposition notice requiring your attendance today. Have you seen this document before today?
A. Yes.
Q. And you understand that this is a deposition where you have been sworn to tell the truth under penalty of perjury?
A. Yes.
Q. And who is your employer?
A. Cullman Regional Medical Center.
Q. And do you understand your employer is the defendant in this lawsuit?
A. Yes.

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Q. When did you start at Cullman Regional Medical Center?
A. I started in 2004.
Q. What was your first job at -- I'm going to call it the hospital, Cullman Regional Medical Center, Cullman, can we agree during this deposition we're all referring to the same business or organization?
A. Yes.
Q. When did you start at Cullman Regional Medical Center?
A. In September of 2004, I started as the controller.
Q. What's the position of controller?
A. I was in charge of the Accounting Department. At that time Cullman Regional was part of Baptist Health System and all of their accounting functions were done in Birmingham, and we moved that to Cullman.
Q. Then did you stay in that position of controller?

Page 13

A. Seven years.
Q. And what did you do after seven years?
A. After seven years, I moved into the interim CFO role, and I did both jobs for a while; and then I was made permanent CFO in early 2012, I think it was, and I stayed in that role for about six years, and then I served as the COO, chief operating officer, for a few years, and then back to the CFO role around '23.
Q. So you were the chief operations officer in 2022?
A. Uh-huh. Actually, I was doing both jobs. We went through a couple of CFOs, and when they didn't work out and left, I did both roles for a while.
Q. So this is very important for our timing here today, then. Were you working the chief operations officer position and the chief financial officer position in 2021, for the entire time?
A. I can't answer that. I would

Page 14

have to go back and look at dates and see. We hired a CFO for a while, and he lasted just a few months, and then we hired an assistant vice president of finance and he was here for about a year. And between those and after he left, I served as both COO and CFO.
Q. Could you explain the difference between the two jobs for me?
A. I will. The chief financial officer is basically in charge of all of the financial activities of the hospital. That includes accounting, the business office, and those departments. The chief operating officer is basically running the day-to-day operations of the hospital.
Q. As the chief operating officer running the hospital, does that mean you're also running the clinics as well, such as the primary care clinic?
A. No. The way we were structured, Lisa Courtney served as vice president of physician enterprise and the clinics fell

Page 15

up under Lisa. I was more responsible for the hospital operations.
Q. To the extent you recall when you were the CFO, are you responsible for the financial or at least some sort of supervisory role over the financial for both the clinics and the hospital at the same time?
A. Yes. They all rolled up under the hospital, so the reporting and everything was both clinics and hospital.
Q. And you're still employed by Cullman Regional Medical Center as of today?
A. I am, yes.
Q. During your time from 2020 to the present, let's just go with that, have you undergone any training regarding federal antidiscrimination compliance law?
A. We have annual training that we have to do that includes those kind of things; also HIPAA. So we have annual CBLs that we have to complete.

Page 16

Q. Who conducts those trainings for the federal antidiscrimination law?
A. Most of that stuff is done electronically. We watch a slideshow or slide presentation or a video, it depends on what it is, and then have to take a test afterwards, and we have to score a certain number. I think you have to score a hundred percent on that one.
Q. Have you had any other training regarding federal antidiscrimination law besides those modules with the tests?
A. We have some annual department director training that includes -- it touches on that, I guess.
Q. Let me back up just a minute. Do you have any social media profiles?
A. I do.
Q. Which do you use?
A. Facebook.
Q. Anything else?
A. I mean, I've got Instagram, but I never get on it. I've got TikTok, but I

Page 17

never get on that either.
Q. I'm sorry, I got my background questions mixed up here a little bit. Did you prepare for today's deposition?
A. I met with Robert for a couple hours last week on this and some other things.
Q. I don't want to know anything your lawyer communicated to you.
A. Okay.
Q. Did you review documents in preparation for today's deposition?
A. I did. I looked at the claim and I looked at our response.
Q. When you say "the claim" and "the response," are you referring to the EEOC Charge and the position statement, or the Complaint and the Answer that was filed in the United States District Court, if you know the difference?
A. I don't know the difference.
Q. Was the claim signed by Dr. Noffsinger that you reviewed? Because one

Page 18

is signed by an attorney and one is signed by the person.
A. I don't know. I can't answer that.
Q. Was the response on letterhead by a law firm?
A. I can't answer that either.
Q. Prior to today's deposition, did you review any notes written by Lisa Courtney in regard to any part of this case?
A. Not handwritten notes, no.
Q. Have you reviewed any notes of any kind taken by Ms. Schinley Land prior to this deposition?
A. There was one sheet of notes that Schinley had made.
Q. And have you reviewed any notes -- prior to today's deposition, have you reviewed any notes taken or provided by Pam Brown?
A. No. Well, okay, let me back up. Like years ago, but nothing within the last

Page 19

few years.
Q. Nothing from the deposition she sat through today or sat through prior to today?
A. No.
Q. But Ms. Land's, that was her notes from a deposition she sat through?
A. No, it was not notes from a deposition. It was just some handwritten notes about the situation.
Q. Prior to today, did you review the deposition of Dr. Noffsinger that Mr. Lockwood took about a month ago?
A. No.
Q. Have you reviewed the deposition transcript of Lisa Courtney?
A. No.
Q. Have you reviewed the deposition transcript of Collin Luke?
A. No.
Q. And I'm pretty sure you haven't reviewed the deposition of Schinley Land, because I haven't seen a copy of it yet

Page 20

either. Have you?
A. No.
Q. As part of your role as the chief operating officer and/or chief financial officer, are you familiar with litigation that is filed against Cullman Regional Medical Center?
A. Yes.
Q. Would every case be brought to your attention that's filed against the hospital, on some level?
A. On some level.
Q. As part of the -- well, let me ask this. As part of your job in either role, whether it's the COO or CFO, is it part of your job to review the bills that are submitted by the attorneys hired by the hospital?
A. I proof them after they are approved. We operate on a dollar amount, so if a bill falls below a certain threshold, I will not see that bill; but if the bill goes above that threshold, then I

have to approve behind the department director or administration or whoever submitted it.
Q. What is that threshold?
A. I think $10,000.
Q. Do you review -- I'm sure it's possible, but I don't think this is true, does every now and then Cullman Regional Medical Center settle some of this litigation without going to trial?
A. Yes.
Q. As part of your role as the chief financial officer and chief operating officer, do you review the settlements to approve them?
A. I do, but I don't approve them without some input from Administration.
Q. "Administration" is a vague term. Tell me what you mean by that.
A. Well, we would never make a settlement -- I would never approve a settlement unless I discussed it with James Clements, the CEO.

Q. Can a settlement occur without the two of you being involved in the last five years?
A. No.
Q. So you would be aware of who has settled cases at any time?
A. Yes.
Q. These are copies, if you'll pass one to Robert. Thank you. Have you seen these -- first of all, I'm going to hand you some documents as we go forward. Please review every page before answering any questions. Of course you don't have to, but I would prefer you to. Anyway, have you seen this set of documents before?
A. Yes.
Q. What are these documents?
A. It was a complaint that we received against Dr. Noffsinger.
Q. And who are the complainants?
A. I don't know for sure.
Q. Well, let me ask, did these two persons file a lawsuit against Cullman

Regional Medical Center?
A. We did get a lawsuit by one of the physicians that he worked with. I'm assuming this is one of theirs.
Q. Take a minute, then, and read the affidavits, then, because I don't think you're familiar with the facts of them.
A. (Witness complies.) I know we had some lawsuits against the hospital because of Dr. Noffsinger's behavior, but I don't know who these are.
Q. How many lawsuits do you contend were as a result of Dr. Noffsinger's behavior?
A. These are the only two I know about.
Q. These were lawsuits?
A. Well --
Q. That's what I'm asking. I'm trying to understand the difference between complaints and lawsuits.
A. Okay. Complaints, I guess.
Q. How many settlements for employee

complaints about Dr. Noffsinger's behavior have been paid by the hospital? Because you would have reviewed those and brought those to Mr. Clements, right?
A. I would have, but I would have to go back and research who it was. I don't remember.
Q. I feel like --
A. When it gets to me, it's already gone through the attorneys, through HR, and they send me "We recommend that we settle this," and we approve it yes or no. But I don't get in the weeds of the case.
Q. I'm not asking that. I'm trying to figure out the number of times someone has brought a settlement to you about a conduct committed by Dr. Noffsinger, whether it's been approved or not. That's what I'm trying to understand, is the number of settlements you claim Dr. Noffsinger is responsible for creating.
A. I think there's been one, but I'm not positive.

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Q. That's what I'm trying to understand. I think there's only been one, too, but I can't get a definitive answer, hoping the CFO would know that.
A. Well, it's been a while ago.
Q. Do you recall -- well, for the one lawsuit you're recalling, who was that?
A. A physician.
Q. What was her name?
A. Whitfield, I think.
Q. What was the amount of the settlement?
A. I don't remember.
Q. When did the settlement occur?
A. I don't know that either.
Q. Was it before or after Dr. Noffsinger's employment ended with Cullman Regional Medical Center?
A. I don't remember. I would have to go back and pull the dates.
Q. Have you ever participated in any meeting where Dr. Noffsinger was counseled for any of his behavior?

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A. No.
Q. Have you ever engaged in any sort of application of Cullman Regional Medical Center's misconduct policy in regard to primary care physicians?
A. Engaged in the --
Q. Like a write-up, a disciplinary notice, suspension, probation, termination?
A. No.
Q. Are you familiar with some sort of episode or event with Dr. Noffsinger and an employee where there was some sort of reference of a black dog and something about reverse discrimination, were you involved in that in any way?
A. No.
Q. Do you know what I'm referring to when I ask that question?
A. Not really, no.
Q. Well, was any sort of settlement paid to any employee because of the black dog episode?
A. Not that I remember.

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Q. My understanding is that there's a shredding company employed or used by Cullman Regional, VRC Shredding?
A. Yes.
Q. Do you recall any complaints from VRC Shredding about Dr. Noffsinger?
A. I was aware of a complaint, yes.
Q. Did VRC Shredding quit servicing the hospital because of Dr. Noffsinger?
A. Not that I'm aware of.
Q. Well, that's a contract the CFO might be involved in negotiating, right?
A. We have changed shredding companies. I can't tell you the name of the company now, but not -- I don't think it was because of that.
Q. I know there are some issues that were raised by patients about Dr. Noffsinger when it came to chaperones and breast exams?
A. I am aware of that.
Q. Were any lawsuits filed as a result by any of those patients relating to

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that conduct?
A. Not that I'm aware of.
Q. So there were no settlements paid to any of those patients?
A. Not that I know of.
Q. You would know that because you're the chief financial officer?
A. Yes.
Q. Dr. Noffsinger and all the physicians at some point seemed to have gone through what's called an audit of their coding?
A. Yes. Yes.
Q. I've seen some of these reports about the coding. Is there some sort of other document related to the coding that tells -- I guess translates the errors in codings to some sort of monetary dollar amount? Because I haven't seen that in the coding, so to speak. In other words, how the miscodes might cost the hospital money with an actual dollar figure?
A. I don't have a dollar figure for

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that. I know of the coding audit.
Q. Right. I'm not asking you to remember a dollar figure. I'm asking, is there some other document or something where after the audit, you know that the doctor's coding errors cost X number of dollars, something that translated into hard dollars and cents?
A. No.
Q. I'm showing you what was previously marked as Plaintiff's 68. Have you seen this e-mail chain before? Take a minute and start from the beginning.
A. (Witness complies.) Yes, I have seen this.
Q. And did you write the e-mail that's kind of in the middle of the first page --
A. I did, yes.
Q. Hold on, let me finish for the record.
MR. LOCKWOOD: A lot of times you can see where he's going with the questions --

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THE WITNESS: Wait?
MR. LOCKWOOD: Yes; otherwise, it doesn't come out correct.
Q. Yes. It just helps with the record. I totally get it, I'm not fussing at you. Did you write the e-mail that's roughly in the middle of the page Bates-stamped 2392 that's sent to Schinley Land from -- I haven't asked, am I saying your first name correctly? Is it Nesha?
A. Nesha.
Q. -- Nesha Donaldson, did you write that text in that little block kind of in the middle of the e-mail?
A. Yes.
Q. The text is "She started a spreadsheet to record this for James, so I think that would be best"?
A. Yes.
Q. First of all, who started a spreadsheet?
A. I think I was referring to Lisa.
Q. Have you ever seen the

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spreadsheet?
A. No, I have not.
Q. Why do you think she had started a spreadsheet if you have never seen it?
A. I don't remember specifically, but I know at one time we talked about looking at RVUs, like trending those.
Q. Is that what you think this spreadsheet is about, or is that just a guess?
A. That's a guess.
Q. And who is James in that sentence?
A. James Clements.
Q. Just to be clear, you don't have a copy of the spreadsheet?
A. No, I do not.
Q. And you've never seen the spreadsheet?
A. No.
Q. I'm showing you what was previously marked as Plaintiff's Exhibit 71. Have you seen a copy of this e-mail

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and then the page behind it?
A. Yes.
Q. And is the page behind it Bates-stamped 2320 the attachment that is referenced on 2319, to the best of your recollection?
A. As far as I know.
Q. That's the way it was produced to me. I just want to make sure we're talking about the same thing. Did you receive a copy of Bates stamp 2320 via e-mail?
A. I don't remember. If my name is on there, then I probably did.
Q. Have you seen this document before today?
A. Yes.
Q. Did you edit this document in any way?
A. No.
Q. Who produced this document or, rather, who drafted this document?
A. I would assume Lisa.
Q. Was there any sort of meeting --

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at the top, it says "Summary Talking Points for James" on 2319? Do you see that? 2319 is the first page. I'm sorry.
A. Yes.
Q. I am skipping around, be patient with me on that.
A. Yes.
Q. Why are you talking with James about the materials on 2320?
A. I don't know for sure. I mean, I'm assuming it was just looking at the operations of the clinics, because it's divided by clinic.
Q. Do you recall any meeting with James and Ms. Courtney about this?
A. Not a specific meeting, no.
Q. How many meetings do you have with Ms. Courtney and Mr. Clements on a regular --
A. And James, daily.
Q. Okay. Is there any reason to think you didn't have a meeting on June 6, 2022 with Mr. Clements --

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A. No.
Q. -- and Ms. Courtney?
A. Huh-uh.
Q. Is that "no"?
A. No.
Q. Thank you. Do you have any recollection of this meeting at all?
A. No.
Q. During this meeting, was it discussed to terminate Dr. Noffsinger?
A. I don't know. I don't remember the meeting specifically.
Q. No recollection whatsoever?
A. Not a specific meeting, no.
Q. How many discussions have you had with -- well, let me ask this. Did you ever have any discussions with anybody about terminating Dr. Noffsinger?
A. We had discussions about Dr. Noffsinger and some of the issues that we had with Dr. Noffsinger.
Q. I know. I need you to -- let's focus on it. How many meetings or

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discussions did you have about the termination of Dr. Noffsinger?
A. I don't know. I don't remember.
Q. Well, was it zero, it never happened?
A. We probably had a meeting at some point.
Q. You just don't recall anything at all?
A. I mean, it's been three-and-a-half years ago, so, no, not -- I don't recall a specific meeting where we talked about a specific thing.
Q. And this document in front of you, 2320, doesn't refresh your recollection at all?
A. I mean, I remember discussing the clinics.
Q. During this meeting discussing the clinics, do you recall any discussion about the termination of Dr. Noffsinger?
A. I don't recall.
Q. Are you going to recall

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differently later, is the question I've got to ask? This is my one chance to ask you. Are you going to have a different answer later? Are you going to remember something differently?
A. No.
Q. Is there anything that would help refresh your recollection?
A. No, not to a specific meeting.
Q. Do you recall -- let me ask this. Do you recall any discussions about Turning Point and closing that location or dropping the number of physicians?
A. I recall some conversations about that. I can't tie that to a specific meeting.
Q. Well, what do you recall about closing Turning Point?
A. We discussed whether to have one physician or two.
Q. Did you have more than one discussion with Clements and Courtney about Turning Point where you dropped physicians?

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A. Ask me that again.
(Whereupon, at this time the designated portion of the testimony was read back by the court reporter.)
A. More than one discussion, I don't know. I remember discussing it. I don't remember how many.
Q. Let me ask this. Ms. Courtney has testified, and I am paraphrasing her testimony, that it was a joint decision between you, Mr. Clements, and her to terminate Dr. Noffsinger, and it occurred on June 6, 2022. Do you disagree with what she has testified to?
A. I don't disagree, but I don't remember the specific meeting. I remember a discussion, but I can't tell you when that discussion occurred.
Q. What do you remember about that discussion?
A. We discussed the issues that we had with Dr. Noffsinger.
Q. What issues did you discuss

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during that meeting?
A. I don't know if it was during that meeting, that particular meeting, but we had discussed the complaints that we got against Dr. Noffsinger, the audit, and his bonus structure.
Q. How many conversations did you have about complaints of Dr. Noffsinger?
A. I've had several complaints because at the time I was over HR, so I was getting the discussions through the HR side.
Q. When were you over human resources?
A. I was over HR for years in different roles.
Q. How were you over HR?
A. They came up under the CFO and COO on the org chart.
Q. Oh, okay. You didn't manage the HR Department?
A. No, just in my wheelhouse.
Q. Okay. Do you participate in the

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termination of physicians on a regular basis?
A. No.
Q. So if you're participating in a termination decision of a physician, that would stand out, wouldn't it?
A. I mean, we discussed it, yes. We discussed it.
Q. What I'm trying to understand is what you recall about the discussion to terminate Dr. Noffsinger, okay? That's what I'm asking. What do you recall?
A. I recall we discussed his issues that he had, the complaints we had had against him, and we talked about his pay structure.
Q. And you did all that in June of 2022?
A. I don't know when that occurred. We talked about it. I don't remember the exact date or the exact meeting.
Q. How many discussions did you have with Clements and Courtney about Dr.

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Noffsinger's bonus structure?
A. I don't remember.
Q. Was it more than one, was it more than ten? Help quantify it for me, please.
A. If I were guessing, I'd say --
MR. LOCKWOOD: Don't guess.
THE WITNESS: Don't guess?
MR. LOCKWOOD: No.
Q. I agree, don't guess.
A. Again, I don't know.
Q. I'm not asking you to guess, but I'm asking you to quantify it.
MR. LOCKWOOD: Well, she already told you all she can do is guess.
Q. Did this happen once a week where you discussed his bonus structure?
A. No.
Q. Did it happen once a month?
A. Probably no.
Q. Did you have a conversation about his bonus structure once every three months?
A. It wasn't very often. I don't

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remember how many times we discussed it.
Q. What were the discussions about the bonus structure? Tell me about those. What do you recall?
A. If I remember correctly, he was paid on an RVU basis. If he exceeded a certain numbers of RVUs, he was paid a dollar amount per RVU over that threshold.
Q. Was that simply when you had these conversations, a strictly dollars and cents, "This is the number we pay him" conversation, or were there any conversations about -- any issues about him being paid, rather, in terms of disliking it, or "This is good for the hospital," or any sort of context beyond just numbers and translated dollars and cents?
A. I think the context was, "We're paying Dr. Noffsinger X amount of dollars, but we're having issues on the billing side. He's getting paid for an RVU and we may not be collecting that."
Q. Did you ever run any sort of

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report or study or analysis that shows the amount you're collecting resulted in a loss compared to his salary and bonus?
A. I think the billing office ran some reports on his cash collections.
Q. Did they run that report in 2021 or 2022?
A. I don't remember the dates.
Q. Well, did you review any sort of report about any of the primary care physicians and the amount they generated and were paid and then collected during 2021 and 2022?
A. The physician billing office reported up through Lisa, so I don't know if she got regular reports. I did not review that information on a regular basis, no.
Q. How many conversations have you had just with Mr. Clements about Dr. Noffsinger?
A. Just with Mr. Clements?
Q. Yes.

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A. Probably none.
Q. How many conversations have you had with Ms. Courtney and/or Ms. Land about Dr. Noffsinger?
A. I haven't had any conversations with Schinley. I don't recall any specific conversations that Lisa and I had about Dr. Noffsinger.
Q. Let me ask this. Going back to the exhibit we were talking about, Exhibit 71, you recall having --
A. This one?
Q. Yes, ma'am. I guess I'm a little confused, so forgive me if this is a repetitive question. You don't recall the meeting at all you had with Ms. Courtney and Mr. Clements, right?
A. I do not recall the specific meeting.
Q. If you'll look under the bulletpoint where it says "North," do you see Dr. Noffsinger's name?
A. I do, uh-huh.

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Q. It says, "Moved to percentage of collections (this will make him leave)." Do you know what that means?
A. If we moved Dr. Noffsinger to a percent of collections, it would have impacted his pay, and I think she's speculating that he would leave.
Q. I am showing you what has been previously marked as Plaintiff's Exhibit 21. Is this the chart of cash payments that you were referring to a few minutes ago regarding the physicians?
A. That's what it looks like.
Q. Is this the one that --
MR. LOCKWOOD: Well, come on, now. You know for a fact that this is --
MR. ARNOLD: I'm not trying to mislead her. I'm trying to make sure there's no other document -- my mistake if I'm screwing it up.
MR. LOCKWOOD: You are. You know this is a document we created for you.
MR. ARNOLD: Well, I'm trying to

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understand, though, because it sounds like, to differentiate, there might be another document, and that's what I want to understand, and she is the person who would seem to know this as the chief financial officer. And I'm trying to make sure I understand what's happening here, that's all I'm trying to get at. I appreciate screwing up, no intention of misleading.

Q. My question to you, this document that I've put in front of you, Exhibit 21, was created during this litigation. What I would like to know, is there any sort of document that reflects cash payments for the physicians, or any other sort of financial analysis regarding the physicians, in the primary care clinic that existed in 2021 or 2022?

A. I would have to look.

Q. Did you assist in the creation of this exhibit?

A. No.

Q. Do you know who created this

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exhibit?

A. I can tell you what it looks like. It looks like it was created by the Physician Billing Office.

Q. Have you ever reviewed any sort of physician's generation of revenue -- excuse me. Prior to this litigation, have you ever seen anything to show the revenue generated by physicians in the primary care clinic in relation to his or her compensation at any time?

A. We do a report currently that compares physician salaries to cash collections, but we were not doing that back in '22.

Q. Were you doing any sort of report that compared their expenses in 2022, compared to their cash payment generation?

A. We look at it by clinic. We do P&Ls by clinic.

Q. But not by individual physicians?

A. We really don't have a way to do that. There was a point in time where we

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tried to create something, but it's a lot of guess, because it's hard to tie the expenses to a particular physician.

Q. Were you present when Dr. Noffsinger was terminated?

A. No.

MR. ARNOLD: Robert, I'm producing 112 again, but I don't have a copy, but it's the Whitfield Complaint.

MR. LOCKWOOD: Okay.

Q. Have you seen this document before?

A. I'm sure I probably did.

Q. Who is Dr. Whitfield?

A. Dr. Whitfield was one of the physicians in the primary care clinic.

Q. Did you participate in the decision to terminate Dr. Whitfield?

A. No.

Q. I'll represent to you that is a Complaint filed by Dr. Whitfield in the United States District Court for the Northern District of Alabama. Have you

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seen this document before?

A. I'm sure I have.

Q. Were you a witness in that lawsuit?

A. No.

Q. Did you sit for a deposition at any time --

A. I did not.

Q. Hold on. At any time for any case before today?

A. No.

Q. Have you ever signed any sworn affidavits regarding Dr. Whitfield's lawsuit?

A. Not that I recall.

Q. Was this lawsuit settled?

A. I think it was.

Q. Do you know the amount of the settlement?

A. I do not.

Q. And you would have had to have taken that to get Mr. Clements' approval to settle the case?

A. Yes.
Q. Is there anything about your testimony you wish to amend or change at this time?
A. No.
Q. You don't have any recollection whatsoever about any meetings with Dr. Courtney or -- excuse me, Ms. Courtney or Mr. Clements at any time related to the termination of Dr. Noffsinger?
A. I mean, we talked about it in general. I don't recall a specific meeting or a specific date, but we talked about Dr. Noffsinger and, like I said, the issues, the complaints, we talked about his pay structure and whether it would be best to terminate him in light of all that.
Q. Were you present when that decision was made to terminate Dr. Noffsinger between the three of you?
A. I don't recall. Typically they would get my input and then they would make the final decision when it comes to a

physician, not my wheelhouse.
MR. ARNOLD: I tender the witness.
MR. LOCKWOOD: No questions.
(Whereupon, at this time the deposition was concluded at 10:20 a.m.)
FURTHER DEPONENT SAITH NOT.

CERTIFICATE

STATE OF ALABAMA)
JEFFERSON COUNTY)

I hereby certify that the above and foregoing proceedings were taken down by me in stenotype, and the questions and answers thereto were reduced to computer print under my supervision, and that the foregoing represents a true and correct transcript of the testimony given by said witness upon said proceedings.

I further certify that I am neither of counsel nor of kin to the parties to the action, nor am I anywise interested in the result of said cause.

/s/Donna L. Winters
Donna L. Winters, ACCR #373
Expires 9-30-2026
Donna L. Winters, Commissioner
My Commission Expires 08-16-2029

A

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FILED
2026 Mar-05 AM 10:00
U.S. DISTRICT COURT
N.D. OF ALABAMA

Evid to Motion for Summary Judgment - Exhibit 40

Transaction Type Payment

Row Labels	Sum of Transaction Amount	Sum of Activity Month Number
JAN	**-88247.47**	**250**
2022	**-88247.47**	**250**
Alam , Shahdeen	-18463	60
Brimer, Thomas Cameron	-9992.83	53
Gonzales MD, Richard D	-8326.03	24
Mangum CRNP, Andrea N	-8007.91	36
Morgan MD, John	-1864.7	7
Noffsinger MD, Hansel	-34475.95	50
Studdard MD, Caroline	-7117.05	20
FEB	**-132819.55**	**646**
2022	**-132819.55**	**646**
Alam , Shahdeen	-27296.16	158
Brimer, Thomas Cameron	-14298.09	112
Gonzales MD, Richard D	-7301.91	58
Mangum CRNP, Andrea N	-12525.9	84
Morgan MD, John	-12947.62	44
Noffsinger MD, Hansel	-46855.61	136
Studdard MD, Caroline	-11594.26	54
MAR	**-131657.73**	**984**
2022	**-131657.73**	**984**
Alam , Shahdeen	-12616.33	189
Brimer, Thomas Cameron	-14885.07	129
Gonzales MD, Richard D	-9607.44	99
Mangum CRNP, Andrea N	-16123.27	171
Morgan MD, John	-8989.11	87
Noffsinger MD, Hansel	-60036.72	222
Studdard MD, Caroline	-9399.79	87
APR	**-107760.24**	**1444**
2022	**-107760.24**	**1444**
Alam , Shahdeen	-16012.5	204
Brimer, Thomas Cameron	-10197.9	212
Gonzales MD, Richard D	-9232.73	180
Mangum CRNP, Andrea N	-12779.72	204
Morgan MD, John	-10960.49	192
Noffsinger MD, Hansel	-38929.32	320
Studdard MD, Caroline	-9647.58	132
MAY	**-106639.98**	**1835**
2022	**-106639.98**	**1835**
Alam , Shahdeen	-12621.88	300
Brimer, Thomas Cameron	-10257.35	225



Gonzales MD, Richard D	-5746.46	155
Mangum CRNP, Andrea N	-11650.44	270
Morgan MD, John	-7721.96	195
Noffsinger MD, Hansel	-46917.23	405
Studdard MD, Caroline	-10312.77	195
Tafazoli MD, Bahador	-1411.89	90
JUN	**-140429.53**	**2196**
2021	**-56612.38**	**438**
Alam , Shahdeen	-110	6
Gonzales MD, Richard D	-1300.31	66
Mangum CRNP, Andrea N	-6921.05	150
Noffsinger MD, Hansel	-48281.02	216
2022	**-83817.15**	**1758**
Alam , Shahdeen	-9669.65	264
Brimer, Thomas Cameron	-9719.02	174
Gonzales MD, Richard D	-6115.86	222
Mangum CRNP, Andrea N	-9022.29	234
Morgan MD, John	-5536.93	174
Noffsinger MD, Hansel	-33162.99	336
Studdard MD, Caroline	-5645.74	156
Tafazoli MD, Bahador	-4944.67	198
JUL	**-31257.28**	**623**
2021	**-31257.28**	**623**
Alam , Shahdeen	-823.4	42
Gonzales MD, Richard D	-2312.39	84
Mangum CRNP, Andrea N	-5296.23	175
Noffsinger MD, Hansel	-22825.26	322
AUG	**-57281.94**	**888**
2021	**-57281.94**	**888**
Alam , Shahdeen	-1779.66	72
Gonzales MD, Richard D	-3324.01	104
Mangum CRNP, Andrea N	-7967.27	264
Noffsinger MD, Hansel	-42776.79	392
Studdard MD, Caroline	-1434.21	56
SEP	**-101436.12**	**1539**
2021	**-101436.12**	**1539**
Alam , Shahdeen	-3473.23	153
Brimer, Thomas Cameron	-929.18	81
Gonzales MD, Richard D	-4961.52	180
Mangum CRNP, Andrea N	-26018.83	360
Noffsinger MD, Hansel	-61038.03	648
Studdard MD, Caroline	-5015.33	117
OCT	**-99261.76**	**1980**
2021	**-99261.76**	**1980**

Alam , Shahdeen	-25193	360
Brimer, Thomas Cameron	-2739.92	170
Gonzales MD, Richard D	-6906.77	260
Mangum CRNP, Andrea N	-10832.28	380
Noffsinger MD, Hansel	-45767.96	600
Studdard MD, Caroline	-7821.83	210
NOV	**-131488.19**	**2530**
2021	**-131488.19**	**2530**
Alam , Shahdeen	-26890.2	528
Brimer, Thomas Cameron	-13130.84	407
Gonzales MD, Richard D	-12522.98	363
Mangum CRNP, Andrea N	-11228.96	407
Noffsinger MD, Hansel	-58365.88	616
Studdard MD, Caroline	-9349.33	209
DEC	**-93690.36**	**2760**
2021	**-93690.36**	**2760**
Alam , Shahdeen	-17099.14	540
Brimer, Thomas Cameron	-6687.43	348
Gonzales MD, Richard D	-9437.33	324
Mangum CRNP, Andrea N	-15636.73	492
Noffsinger MD, Hansel	-36725.25	744
Studdard MD, Caroline	-8104.48	312
Grand Total	**-1221970.15**	**17675**

Allen Arnold

From: Robert Lockwood <Robert@lockwoodlawyers.com>
Sent: Monday, August 4, 2025 2:21 PM
To: Allen Arnold
Subject: RE: Hansel Noffsinger v. Cullman Regional Medical Center, Inc. - 5:24-cv-900-LCB
Attachments: Primary Care Payments.pdf

Categories: Smokeball

Allen:

Attached is a report showing amounts paid to the Hospital for each primary care provider from June 15, 2021 to June 15, 2022. I am told the "negative sign" has something to do with internal accounting and can be ignored. So, these aren't negative charges. They are the amounts of payment.

Let me know if it will work for your purposes.

Robert

Robert C. Lockwood

Lockwood & Associates

Robert C. Lockwood
Best Lawyers
Lawyer of the Year
2025
Litigation - Labor and Employment
Huntsville, Alabama

527 Fountain Row
Huntsville, Alabama 35801
(256) 400-4522
Robert@LockwoodLawyers.com

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From: Allen Arnold <ada@allenarnoldlaw.com>
Sent: Friday, July 25, 2025 11:26 AM
To: Robert Lockwood <Robert@lockwoodlawyers.com>
Subject: RE: Hansel Noffsinger v. Cullman Regional Medical Center, Inc. - 5:24-cv-900-LCB

Looking forward to hearing from you. Thank you for the extra time, I am sure you can use it too.

Allen D. Arnold, Attorney at Law
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Mountain Brook, AL 35223
T: 205-252-1550
www.allenarnoldlaw.com

ALLEN D. ARNOLD
ATTORNEY AT LAW

The information in this e-mail message is legally privileged and confidential information. If you have received this e-mail in error, please delete from any device/media where the message is stored.

From: Robert Lockwood <Robert@lockwoodlawyers.com>
Sent: Friday, July 25, 2025 11:23 AM
To: Allen Arnold <ada@allenarnoldlaw.com>
Subject: Re: Hansel Noffsinger v. Cullman Regional Medical Center, Inc. - 5:24-cv-900-LCB

Allen:

No objection on the extension. Client is trying to determine what we can provide.

Robert

Get Outlook for iOS

From: Allen Arnold <ada@allenarnoldlaw.com>
Sent: Friday, July 25, 2025 10:39:20 AM
To: Robert Lockwood <Robert@lockwoodlawyers.com>
Subject: Hansel Noffsinger v. Cullman Regional Medical Center, Inc. - 5:24-cv-900-LCB

Robert,

In reviewing the materials, I believe the time frame of June 15, 2021 through June 15, 2022 is the appropriate time frame for production of revenues and/or actual payments related to each healthcare provider's services. My rationale is that Studdard appears to be hired on June 14, 2021, and Dr. Alam started on June 28, 2021, and then the other physicians, with the exception of Dr. Villar, were hired after that such that the production and burden should be limited.

I am out of town all of next week on a planned vacation. I will be available to talk, but also in a setting with children. If you don't mind, I'd like to ask the Court to move our response from August 4 to August 8, 2025.

Allen D. Arnold, Attorney at Law
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www.allenarnoldlaw.com

ALLEN D. ARNOLD
ATTORNEY AT LAW

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STATE OF ALABAMA)

MADISON COUNTY)

AFFIDAVIT OF [redacted]

My name is [redacted] I am over the age of nineteen (19), and I am a legal resident of the state of Alabama. My address is [redacted] I have personal knowledge of the information contained in this affidavit.

I previously worked for Cullman Regional Medical Center ("CRMC") in Cullman, Alabama. I worked for CRMC as a [redacted] rom on or abou[redacted] hrough on or about [redacted]. During my time with CRMC, I worked directly [redacted] also worked with another Physician Hansel Noffsinger ("Dr. Noffsinger").

Dr. Noffsinger made sexually inappropriate comments towards me and other women on a regular basis. One time, as he was coming out of the bathroom, Dr. Noffsinger adjusted his pants in front of me and made a comment about the size of his penis. On another occasion, I contracted COVID-19 and informed Dr. Noffsinger of the same. Dr. Noffsinger responded by stating that I contracted COVID-19 "because I gave too much [oral sex]". Additionally, while speaking with Dr. Noffsinger and a former Nurse, [redacted] about whether there were cameras in the exit signs of the building, Dr. Noffsinger looked at [redacted] nd said, "let's find out", while gesturing towards his pants. I believe Dr. Noffsinger was insinuating that he and [redacted] should have sex in front of the exit sign.

I also witnessed Stacey Graves ("Ms. Graves"), CRMC Office Manager, place her hands over her ears on several occasions while Dr. Noffsinger made sexually inappropriate comments. Ms. Graves stated, "I hear nothing". To my knowledge, Dr. Noffsinger was never reprimanded or punished for making sexually explicit or inappropriate comments in the workplace.

PLAINTIFF'S EXHIBIT 21

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The matters contained herein are true and correct based upon my personal knowledge.

[redacted]

2/25/2021

Date

DocuSign Envelope ID: 587D652A-6E66-4E21-AE74-075407385C84

STATE OF ALABAMA)

MORGAN COUNTY)

AFFIDAVIT OF [redacted]

My name is [redacted] I am over the age of nineteen (19), and I am a legal resident of the state of Alabama. My address is [redacted] I have personal knowledge of the information contained in this affidavit.

I previously worked for Cullman Regional Medical Center ("CRMC") in Cullman, Alabama. I worked for CRMC as a [redacted] from on or about [redacted] through on or about [redacted] During my time with CRMC, I worked directly below [redacted] Hansel Noffsinger ("Dr. Noffsinger"), [redacted] and [redacted]

During my time at CRMC, I heard many sexually inappropriate and unprofessional comments made on a nearly daily basis by Dr. Noffsinger. One time, while I was alone with Dr. Noffsinger, he asked me "what do a vibrator and tofu have in common?" I replied, "I don't know." Dr. Noffsinger stated, "they're both meat substitutes!" I relied, "oh wow", because I could not believe that he said that to me. I walked away from him at that point. On another occasion, I asked Dr. Noffsinger about the blinking red light on the side of an exit sign, and whether the light was a camera to watch employees. Dr. Noffsinger acted as if he was going to unzip his pants and said, "boy if it is, I'd be in trouble."

I also witnessed Stacey Graves ("Ms. Graves"), CRMC Unit Manager, place her hands over her ears on several occasions while Dr. Noffsinger made sexually inappropriate comments. Ms. Graves stated, "I hear nothing". To my knowledge, Dr. Noffsinger was never reprimanded or

DocuSign Envelope ID: 587D652A-6E66-4E21-AE74-07840738SC84

punished for making sexually explicit or inappropriate comments in the workplace. I did not ever witness any other CRMC employee make any sexually explicit remarks.

The matters contained herein are true and correct based upon my personal knowledge.

[redacted]

2/25/2021

Date

Robert Lockwood

From: Land, Schinley
Sent: Wednesday, June 1, 2022 2:14 PM
To: Courtney, Lisa
Subject: FW: Noffsinger Settlement Due - Approval Needed When you Return

See below

-schinley

Schinley Land
Executive Director of Physician Services
Cullman Regional Medical Center
1912 Alabama Highway 157
Cullman, AL 35058
Phone: 205-213-7790

From: Donaldson, Nesha <Nesha.Donaldson@cullmanregional.com>
Sent: Wednesday, June 1, 2022 2:06 PM
To: Land, Schinley <Schinley.Land@cullmanregional.com>
Subject: RE: Noffsinger Settlement Due - Approval Needed

She started a spreadsheet to record this for James, so I think that would be best.

From: Land, Schinley <Schinley.Land@cullmanregional.com>
Sent: Wednesday, June 01, 2022 2:04 PM
To: Donaldson, Nesha <Nesha.Donaldson@cullmanregional.com>
Subject: RE: Noffsinger Settlement Due - Approval Needed

We have time for it to wait.

-schinley

Schinley Land
Executive Director of Physician Services
Cullman Regional Medical Center
1912 Alabama Highway 157
Cullman, AL 35058
Phone: 205-213-7790

From: Donaldson, Nesha <Nesha.Donaldson@cullmanregional.com>
Sent: Wednesday, June 1, 2022 1:59 PM
To: Land, Schinley <Schinley.Land@cullmanregional.com>
Subject: RE: Noffsinger Settlement Due - Approval Needed

Can this wait until Monday? When Lisa returns? Are we under contract to pay on a certain date?



From: Land, Schinley <Schinley.Land@cullmanregional.com>
Sent: Wednesday, June 01, 2022 8:59 AM
To: Donaldson, Nesha <Nesha.Donaldson@cullmanregional.com>
Subject: Noffsinger Settlement Due - Approval Needed

Nesha,

Dr. Noffsinger's agreement calls for him to have a settlement monthly for any w/RVUs over 423.75. Attached you will find his w/RVUs for May and the settlement calculation.

Totals w/RVUs: 770.56
Less Base: 423.75
Total Over Base: 346.81
Comp Rate: $50
Total Due:$17,340.50

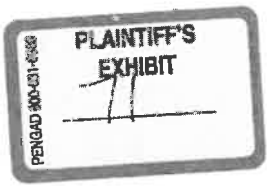
Do you approve this amount to be sent to payroll for settlement processing?

-schinley

Schinley Land
Executive Director of Physician Services
Cullman Regional Medical Center
1912 Alabama Highway 157
Cullman, AL 35058
Phone: 205-213-7790

Robert Lockwood

From: Courtney, Lisa
Sent: Monday, June 6, 2022 12:42 PM
To: Donaldson, Nesha (Nesha.Donaldson@cullmanregional.com)
Subject: Summary Talking Points for James
Attachments: Summary Talking Points for James.docx



Turning Point:

- Drop to 1 physician
- No more Hartselle – focus on Cullman/ED
- Must work M-F, 40 hours/week
- _____ ____% of collections or straight salary

North:

- Noffsinger – Move to % of collections (this will make him leave)
- Alam, Brimer, Gonzales – work 40 hours/week
- Studdard – No change. Just explain what is being told to others.
- Morgan – Same as Studdard.

Multispecialty:

- Bullard – Base plus cash collection %
- Fernandez – Eliminate all infusion costs, base plus cash collections that decreases as the new one starts and she retires

Occ Health:

- Close

South:

- Relocate to North
- Eliminates all staff but Villar

Cardio:

- All minus Singireddy – base plus cash %

FILED
2023 Jan-20 PM 02:17
U.S. DISTRICT COURT
N.D. OF ALABAMA

FILED
2023 JAN 19 A 10:55
U.S. DISTRICT COURT
N.D. OF ALABAMA

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ALABAMA
NORTHEASTERN DIVISION

AMBER WHITFIELD

Plaintiff,

v.

CULLMAN REGIONAL MEDICAL CENTER, INC.

Defendant.

Civil Case No.: 5:23cv73-HNJ

JURY DEMANDED

COMPLAINT

COMES NOW Plaintiff, Dr. Amber Whitfield ("Plaintiff" or "Whitfield"), and files this Complaint against Cullman Regional Medical Center, Inc. ("Defendant" or "Hospital"). As grounds for this Complaint, Plaintiff states the following:

JURISDICTION AND VENUE

1. This is a suit authorized and brought to secure the protection of and to redress the deprivation of rights secured by Title VII of the Civil Rights Act of 1964, as amended, codified at 42 U.S.C. § 2000(e) et seq., (hereinafter referred to as "Title VII").

2. Jurisdiction is invoked pursuant to 28 U.S.C. §§ 1331 and 1343(a)(3)

PLAINTIFF'S EXHIBIT 11
PENGAD 800-631-6989

3. The unlawful employment practices described herein were committed in Cullman County, Alabama; therefore, venue lies in the United States District Court for the Northern District of Alabama, Northeastern Division, pursuant to 28 U.S.C. § 1391(b).

PARTIES

4. Plaintiff is a citizen of the United States of America over the age of nineteen (19) years, and currently resides in Decatur, Alabama.

5. Plaintiff was, at all times relevant, an "employee" of Defendant within the meaning of 42 U.S.C. § 2000e(f) and was, at all times relevant, Defendant's "employee."

6. Defendant is a Domestic Non-Profit Corporation, based out of Cullman County, Alabama, with a principal address of 1912 AL Highway 157 Cullman, AL 35058.

7. During all times relevant to this Complaint, Defendant conducted business in Alabama, specifically at 1912 AL Highway 157 Cullman, AL 35058.

8. Defendant is an "employer" within the meaning of 42 U.S.C. § 2000e(b) and was, at all times relevant, Plaintiff's "employer."

ADMINISTRATIVE EXHAUSTION

9. Plaintiff filed a Charge of Discrimination with the United States Equal Employment Opportunity Commission ("EEOC") against Defendant.

10. Charge number 420-2021-01759 (the "Charge") was received by the EEOC on May 6, 2021. (Attached hereto as **Exhibit A**).

11. Plaintiff received the Right to Sue ("RTS") for the Charge on or about October 31, 2022. (Attached hereto as **Exhibit B**).

12. Plaintiff has now filed this Complaint within ninety (90) days of her receipt of the RTS and has, therefore, exhausted all administrative remedies with respect to the Charge before filing her claims with this Court.

FACTS

13. Whitfield is a female.

14. Whitfield was hired by Defendant in or around July 2020, to work as a Physician.

15. Shortly after Whitfield's employment started, a male colleague, Dr. Hansel Noffsinger (hereinafter referred to as "the Harasser") begun making sexually explicit comments to Whitfield and/or in Whitfield's presence.

16. Many of the comments were heard directly by Defendant's Front Office Manager, Stacy Graves ("Graves").

17. Graves, however, would sarcastically say, "I didn't hear that."

18. Despite being the Office manager and having witnessed the sexually explicit statements, Graves and the Defendant failed to take any subsequent remedial action.

19. Whitfield was made to feel extremely uncomfortable based on the severe and pervasive comments from the Harasser.

20. For example, the Harasser on one occasion said that one of Whitfield's nurses "gave so much head that her COVID was a sexually transmitted disease."

21. On another occasion, a nurse inquired about whether cameras were around certain fixtures around the clinic. The Harasser, while unbuttoning his pants, said, they "could find out."

22. The Harasser also told numerous inappropriate jokes, such as, "what do tofu and a dildo have in common . . . they're both meat substitutes."

23. When the Harasser would come out of the bathroom, he would make remarks such as, "that thing looked so big, I thought I had my reading glasses on."

24. A member of Defendant's management, Graves, was present during many of these remarks and heard a number of them.

25. The Harassar stated these unwelcomed sexually explicit comments in front of several of Defendant's employees.

26. However, the Harasser was neither fired or counseled for his misconduct.

27. The Defendant never took any action to stop the harassment against Whitfield.

28. Instead, Defendant fired Whitfield on or about January 14, 2021, after she made one negative non-sexual remark in the privacy of Graves's office with only Whitfield and Graves present.

29. Defendant then designated the termination as a "resignation."

30. Defendant designation as a "resignation" to avoid paying Whitfield compensation in accordance with her severance agreement.

31. Defendant's conduct has caused Plaintiff to suffer loss of income, emotional distress, mental anguish, loss of enjoyment of life, inconvenience, and embarrassment.

COUNT I
SEX DISCRIMINATION HARASSMENT
IN VIOLATION OF TITLE VII

32. Plaintiff is a female and a member of a protect class.

33. Plaintiff was, and is, a qualified employee able to perform her assigned job duties.

34. Defendant is an "employer" within the meaning of Title VII.

35. At all times relevant to this Complaint, Defendant employed at least fifteen (15) employees.

36. Shortly after Whitfield's employment started, a male colleague, the Harasser begun making unwelcomed sexually explicit comments to Whitfield and/or in Whitfield's presence.

37. Many of the comments were heard directly by Defendant's Front Office Manager, Graves.

38. Graves, however, would sarcastically say, "I didn't hear that."

39. Despite being the Office manager and having witnessed the sexually explicit statements, Graves and the Defendant failed to take any subsequent remedial action.

40. Whitfield was made to feel extremely uncomfortable based on the severe and pervasive comments from the Harasser.

41. For example, the Harasser on one occasion said that one of Whitfield's nurses "gave so much head that her COVID was a sexually transmitted disease."

42. On another occasion, a nurse inquired about whether cameras were around certain fixtures around the clinic. The Harasser, while unbuttoning his pants, said, they "could find out."

43. The Harasser also told numerous inappropriate jokes, such as, "what do tofu and a dildo have in common . . . they're both meat substitutes."

44. When the Harasser would come out of the bathroom, he would make remarks such as, "that thing looked so big, I thought I had my reading glasses on."

45. A member of Defendant's management, Graves, was present during many of these remarks and heard a number of them.

46. The Harasser stated these unwelcomed sexually explicit comments in front of several of Defendant's employees.

47. However, the Harasser was neither fired or counseled for his misconduct.

48. The Defendant never took any action to stop the harassment against Whitfield.

49. Instead, Defendant fired Whitfield on or about January 14, 2021, after she made one negative non-sexual remark in the privacy of Graves's office with only Whitfield and Graves present.

50. Defendant then designated the termination as a "resignation."

51. Defendant designation as a "resignation" to avoid paying Whitfield compensation in accordance with her severance agreement.

52. Defendant's conduct has caused Plaintiff to suffer loss of income, emotional distress, mental anguish, loss of enjoyment of life, inconvenience, and embarrassment.

COUNT II
HOSTILE WORK ENVIRONMENT
IN VIOLATION OF TITLE VII

53. Plaintiff is a female and a member of a protected class.

54. Plaintiff was, and is, a qualified employee able to perform her assigned job duties.

55. Defendant is an "employer" within the meaning of Title VII.

56. At all times relevant to this Complaint, Defendant employed at least fifteen (15) employees.

57. Shortly after Whitfield's employment started, a male colleague, the Harasser begun making unwelcomed sexually explicit comments to Whitfield and/or in Whitfield's presence.

58. Many of the comments were heard directly by Defendant's Front Office Manager, Graves.

59. Graves, however, would sarcastically say, "I didn't hear that."

60. Despite being the Office manager and having witnessed the sexually explicit statements, Graves and the Defendant failed to take any subsequent remedial action.

61. Whitfield was made to feel extremely uncomfortable based on the severe and pervasive comments from the Harasser.

62. For example, the Harasser on one occasion said that one of Whitfield's nurses "gave so much head that her COVID was a sexually transmitted disease."

63. On another occasion, a nurse inquired about whether cameras were around certain fixtures around the clinic. The Harasser, while unbuttoning his pants, said, they "could find out."

64. The Harasser also told numerous inappropriate jokes, such as, "what do tofu and a dildo have in common . . . they're both meat substitutes."

65. When the Harasser would come out of the bathroom, he would make remarks such as, "that thing looked so big, I thought I had my reading glasses on."

66. A member of Defendant's management, Graves, was present during many of these remarks and heard a number of them.

67. The Harasser stated these unwelcomed sexually explicit comments in front of several of Defendant's employees.

68. However, the Harasser was neither fired or counseled for his misconduct.

69. The Defendant never took any action to stop the harassment against Whitfield.

70. Instead, Defendant fired Whitfield on or about January 14, 2021, after she made one negative non-sexual remark in the privacy of Graves's office with only Whitfield and Graves present.

71. Defendant then designated the termination as a "resignation."

72. Defendant designation as a "resignation" to avoid paying Whitfield compensation in accordance with her severance agreement.

73. Defendant's conduct has caused Plaintiff to suffer loss of income, emotional distress, mental anguish, loss of enjoyment of life, inconvenience, and embarrassment.

WHEREFORE, Plaintiff respectfully requests this Court grant to Plaintiff the following:

A. Back pay for lost income and any other compensatory damages;

B. Reinstatement or front pay if the Court determines reinstatement is impracticeal;

C. Liquidated damages equal to the amount of back pay;

D. Punitive damages;

E. A reasonable attorneys' fee;

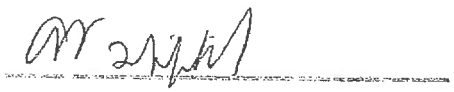
F. Plaintiff's costs and expenses.

G. Interest on all monies owed; and

H. Any and all other relief the Court deems just and appropriate.

PLAINTIFF DEMANDS TRIAL BY STRUCK JURY.

Respectfully submitted on this the 19th day of January 2023.



DEFENDANT WILL BE SERVED BY PROCESS SERVER AT THE FOLLOWING ADDRESS:

Cullman Regional Medical Center, Inc.
c/o r/a Hicks, Charlotte
1912 Hwy 157, POB 1
Suite 200
Cullman, AL 35058

Respectfully submitted,

Amber Whitfield
2430 Redbank Rd.
Decatur, AL 35603

FILED
2023 Jan-20 PM 02:17
U.S. DISTRICT COURT
N.D. OF ALABAMA

EXHIBIT A

CHARGE OF DISCRIMINATION

This form is affected by the Privacy Act of 1974. See enclosed Privacy Act Statement and other information before completing this form.

Charge Presented To: Agency(ies) Charge No(s):

☐ FEPA

☒ EEOC 420-2021-01775

and EEOC

State or local agency, if any

Dr. Amber Whitfield

Home Phone (Incl. Area Code) [redacted] Date of Birth [redacted]

Street Address [redacted] City, State and ZIP Code [redacted]

Named is the Employer, Labor Organization, Employment Agency, Apprenticeship Committee, or State or Local Government Agency That I Believe Discriminated Against Me or Others. (If more than two, list under PARTICULARS below.)

Name: Cullman Regional Medical Center

No. Employees, Members: 2,000

Phone No. (Include Area Code): (256) 737-2000

Street Address: 1912 AL Highway 157, Po Box 1, Ste. 200

City, State and ZIP Code: Cullman, Alabama 35058

Name: [redacted]

No. Employees, Members: [redacted]

Phone No. (Include Area Code): [redacted]

Street Address: [redacted]

City, State and ZIP Code: [redacted]

DISCRIMINATION BASED ON (Check appropriate box(es).)

☐ RACE ☐ COLOR ☒ SEX ☐ RELIGION ☐ NATIONAL ORIGIN

☐ RETALIATION ☐ AGE ☐ DISABILITY ☐ GENETIC INFORMATION

☐ OTHER (Specify)

DATE(S) DISCRIMINATION TOOK PLACE

Earliest: 07/2020

Latest: 01/14/2021

☐ CONTINUING ACTION

THE PARTICULARS ARE (If additional paper is needed, attach extra sheet(s)):

I am a female formerly employed by the above-named Respondent. Respondent hired me in or around July 2020. At the time of my termination, I worked as a Physician at Respondent's Cullman, Alabama location.

During my employment with Respondent, nearly every day for months, male colleagues in my department would make obscene and sexually explicit comments to me and/or in my presence regarding myself and other women. On numerous occasions, when he would exit the bathroom, he would say, "that thing looked so big I thought I had my reading glasses on." He also made the statement that my nurse "gave so much head that her COVID was a sexually transmitted disease." On another occasion, my nurse asked out loud if there were cameras in certain fixtures around the clinic, at which point the same male colleague said that "they could find out" while unbuttoning his pants. Numerous "dirty jokes" were also told, which were in the same class as the following: "What do tofu and a dildo have in common?" "They're both meat substitutes."

Management was fully aware of the comments but were being rude and refused to address the issue. Notably, many of the above-noted comments were made in the presence of the Front Office Manager, who, on one occasion, sarcastically responded, "I didn't hear that." As a result, I did not report the comments to management during my employment. Despite refusing to address comments made by the male employees, I was subsequently reported when

I want this charge filed with both the EEOC and the State or local Agency, if any. I will advise the agencies if I change my address or phone number and I will cooperate fully with them in the processing of my charge in accordance with their procedures.

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

1/17/2023

Date

Charging Party Signature

NOTARY – When necessary to meet State and Local Agency Requirements

I swear or affirm that I have read the above charge and that it is true to the best of my knowledge, information and belief.

SIGNATURE OF COMPLAINANT

SUBSCRIBED AND SWORN TO BEFORE ME THIS DATE

(Month, day, year)

DocuSign Envelope ID: 3A1A400E-130C-418A-AAC8-FDAA623D8A48

EEOC Form 5 (11/09)

CHARGE OF DISCRIMINATION

This form is affected by the Privacy Act of 1974. See enclosed Privacy Act Statement and other information before completing this form.

Charge Presented To: ☐ FEPA ☒ EEOC

Agency(ies) Charge No(s):

and EEOC

State or local Agency, if any

THE PARTICULARS ARE *(If additional paper is needed, attach extra sheet(s))*:

I made one (1) negative, non-sexual comment to myself and the Front Office Manager in the privacy of her office. Then, on January 14, 2021, Respondent promptly terminated my employment. Respondent further designated my end of employment as a resignation instead of a termination to avoid compensating me in accordance with my employment contract.

Based on the foregoing, I believe I have been subjected to disparate terms and conditions of employment because of my sex, female, in violation of Title VII of the Civil Rights Act of 1964, as amended, ("Title VII").

I want this charge filed with both the EEOC and the State or local Agency, if any. I will advise the agencies if I change my address or phone number and I will cooperate fully with them in the processing of my charge in accordance with their procedures.

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

5/3/2021
Date

DocuSigned by:
Amber Whitfield
Charging Party Signature

NOTARY – *When necessary for State and Local Agency Requirements*

I swear or affirm that I have read the above charge and that it is true to the best of my knowledge, information and belief.

SIGNATURE OF COMPLAINANT

SUBSCRIBED AND SWORN TO BEFORE ME THIS DATE
(month, day, year)

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION

HANSEL NOFFSINGER,

PLAINTIFF,

V. **Civ. Act. No.: 5:24-cv-900-LCB**

CULLMAN REGIONAL MEDICAL CENTER, INC.,

DEFENDANT.

AMENDED NOTICE OF TAKING OF DEPOSITION

To: Robert Lockwood

PLEASE TAKE NOTICE that on Wednesday, November 12, 2025, to commence at 9:30 a.m., at Cullman Regional Medical Center, 1912 Alabama Highway 157, AL 35058,[1] Plaintiff will take the deposition of **Nesha Donaldson** upon oral examination by stenographic and/or video means before a notary public, or before some other officer authorized by law to administer oaths.

[1] Professional Office Building 1, Orthopedic/Spine Center of Excellence Conference Room. The directions are:

Upon entering POB I on the ground floor, take an immediate right down the hallway and the conference room is the 3rd door on the left - - it is marked COE Conference Room





Allen D. Arnold
Counsel for Plaintiff

OF COUNSEL:
Allen D. Arnold, LLC
6 Office Park Circle, Ste. 205
Birmingham, AL 35205
Office – 205.252.1550
Facsimile – 205.469.7163
ada@allenarnoldlaw.com

CERTIFICATE OF SERVICE

I do hereby certify that I have emailed a copy of the above and foregoing to counsel for the Defendant on November 10, 2025, upon:

Robert Lockwood
Lockwood & Associates
527 Fountain Row Southwest
Huntsville, AL 35801
Office – (256) 400-4522
Counsel for the Defendant
robert@lockwoodlawyers.com



Of Counsel

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION

HANSEL NOFFSINGER,
PLAINTIFF,
V. Civ. Act. No.:
5:24-cv-900-LCB

CULLMAN REGIONAL MEDICAL
CENTER, INC.,
DEFENDANT.

DEPOSITION
OF
SCHINLEY LAND

STIPULATIONS

IT IS STIPULATED AND AGREED, by and between the parties, through their respective counsel, that the deposition of SCHINLEY LAND,

may be taken before Dena W. Campbell at the offices of Cullman Regional Medical Center, 1912 AL-157, Cullman, Alabama, on the 22nd day of October 2025, commencing at 9:30 a.m.

IT IS FURTHER STIPULATED AND AGREED that the signature to and the reading of the deposition by the witness is WAIVED said deposition to have the same force and effect as if full compliance had been had with all laws and rules of court relating to taking of depositions.

IT IS FURTHER STIPULATED AND AGREED that it shall not be necessary for any objections to be made by counsel to any questions, except as to form or leading questions, and that counsel for the parties may make objections and assign grounds at the time of the trial, or at the time said deposition is offered in evidence, or prior thereto.

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APPEARING ON BEHALF OF THE PLAINTIFF:
Allen D. Arnold
Allen D. Arnold, LLC
6 Office Park Circle, Ste. 205
Birmingham, AL 35205

APPEARING ON BEHALF OF THE DEFENDANT:
Robert Lockwood
Lockwood & Associates
527 Fountain Row Southwest
Huntsville, AL 35801

I, Dena W. Campbell, a Court Reporter of Birmingham, Alabama, certify that on this date, as provided by the Federal Rules of Civil Procedure, and the foregoing stipulations of counsel, there came before me at the offices of Cullman Regional Medical Center, 1912 AL-157, Cullman, Alabama, on the 22nd day of October 2024, commencing at 9:30 a.m., SCHINLEY LAND, witness in the above cause, for oral examination, whereupon the following proceedings were had:

SCHINLEY LAND,

having been first duly sworn, was examined and testified as follows:

THE REPORTER: Usual stipulations?

MR. ARNOLD: Yes, ma'am.

MR. LOCKWOOD: Yes, ma'am.

EXAMINATION

BY MR. ARNOLD:

Q. Good morning. My name is Allen Arnold. I'm an attorney, and I represent Dr. Hansel Noffsinger in the matter Noffsinger versus Cullman Regional Medical Center filed in

the United States District Court for the Northern District of Alabama.

Could you please state your full name for the record.

A. Schinley Neville Land.

Q. And what is your address, Ms. Land?

A. 981 Huntington Circle Northwest, Arab, Alabama 350 -- sorry -- 16.

Q. Did you just move?

A. Not that soon, just -- I was questioning the last part of the ZIP code.

Q. Could you provide me with your personal phone numbers, please.

A. 205-213-7790 is my personal number.

Q. Thank you. Any other like landline?

A. No, sir.

Q. Just a cell phone? Does anybody have a landline anymore is a good question.

Do you have any relatives that live in the Northern District of Alabama outside of your household?

A. What would the Northern District of Alabama be?

Q. Essentially that would be from I-59 across Alabama all the way to the border to Tennessee east and west.

MR. LOCKWOOD: 20, actually even Shelby County. If you drew a line from Shelby County all the way to the northern border.

A. That includes Jefferson County.

MR. LOCKWOOD: Jefferson, Talladega.

A. Does it include Huntsville?

MR. LOCKWOOD: Yes, anything north of Jefferson.

Q. Including DeKalb or Lauderdale as well, all of that.

A. I do.

Q. How many? Is it a large family?

A. I will get you a list, yes.

Q. If we could get a list. Give me a quick rundown of last names. That would help.

A. Susan and Jim Bailey, Kim and Mark Norrell, Pat Phillips, Layla Kinney, Dale Kinney, Tracy Casey, Jeremy Hadley, Jack McKelvey, Debbie Wood, Travis Wood. I feel like there are more, but I'm just --

Q. There might be. Thank you for providing a list to your lawyer at a later time. I just wanted to get a general gist. Thank you.

Are you on any medications today?

A. No, sir.

Q. Is there anything that's occurred today or happened today that will affect your memory in any way?

A. No.

Q. Is there anything in any way whether it be physical or mental that prevents you from telling the truth today?

A. No, sir.

Q. You're doing great with the yes/no answers and verbalizing your responses. Continue to do so because our court reporter can't take uh-huh and huh-uh and head nods, head bobs, that sort of thing.

During today's deposition, this is not a marathon session. I actually hope it will be shorter than the one we had last Monday. You may ask for a break at any time. One thing I

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ask you, if you can agree to, is if there's a question on the table, you cannot commence a break until that question is answered.
A. Yes, sir.
(Whereupon, Plaintiff's Exhibit 90 was marked for identification.)
Q. I'm showing you what has been marked as Plaintiff's Exhibit 90, and this is simply the notice of deposition -- notice of deposition in this lawsuit for you to be here today. Who is your employer?
A. Cullman Regional.
Q. In your understanding, your employer is the defendant in this lawsuit?
A. Yes, sir.
Q. And you understand your answers today are under oath and sworn under penalty of perjury?
A. Yes, sir.
Q. When did you first start at Cullman Regional Medical Center?
A. April of 2021.
Q. What was your first job with Cullman

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Regional Medical Center?
A. It was and still is Executive Director of Physician Services.
Q. What is -- tell me about -- what is that job, and what do you do?
A. Basically, I'm over the employee medical group. I handle any day-to-day operations, work with administration on any initiatives they want to do, and then I work to improve revenue processes, reducing expenses, things like that, process operational issues throughout the practice. I work with closely with physicians, staff, et cetera.
Q. And there are various clinics and groups here as part of Cullman Regional Medical Center greater? Are you over all of the physicians in the organization or just one clinic or area?
A. I am over all of the employed medical group practice.
Q. Okay. So how many practices are there?
A. I'm not exactly certain. I would give

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an estimate 12 to 14. Some are bundled together like multiple specialties in one. Others aren't necessarily a practice but are a group of services like hospitalists program.
Q. And the one issue we've been talking about in this lawsuit is the primary care practice.
A. Yes, sir.
Q. Are you over that practice --
A. Yes, sir.
Q. -- as part of your supervision? As part of -- how many doctors do you roughly think you supervised back in 2022?
A. I don't recall.
Q. Do you think it's more than 15?
A. Yes. I feel like it would have been more than 15.
Q. Less than 100?
A. Yes, less than 100 physicians.
Q. Narrow it down a little bit. More than 50?
A. I don't believe it would have been 50.
Q. During 2022?

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A. I do not believe it was 50 during that time, but I'm not sure.
Q. How many physicians or -- I'm going to include nurse practitioners in that number as well, but how many are you supervising right now?
A. I don't know an exact number. I know when I look at payroll, and that's the most consistent number I see, there's like 210 or something like that. That is not just physicians or nurse practitioners. That also includes management, front office staff. But I think I approve like 210 time cards or payroll.
Q. Including like -- when you say 210, you're including physicians, nurse practitioners, medical assistants, receptionists?
A. Yes, sir.
Q. How many -- we're going back to 2021, '22, when you started. How many were on payroll that encapsulated that group of physicians, receptionists, MAs, et cetera?
A. I don't recall.

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Q. Would you think it's more than 100 at that time?
A. I feel like we had less then, but that's truly a guess. I'm sorry.
Q. I'm not asking you to guess. I appreciate your candor of what you do and don't know.
During the time you've been employed at Cullman Regional during 2021 through the half of 2022, what training did Cullman Regional provide you in regard to compliance with federal discrimination law?
A. We have annual training. We have training when you start at Cullman Regional as part of some like information that you go through, and then we also have annual training.
Q. How long -- when you started at Cullman Regional, tell me the length of that training in 2021.
A. I don't recall. It was just part of on-boarding.
Q. Right.
A. I would have gone to HR and, you know,

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watched some videos and things like that, but I don't recall.
Q. Do you recall a video about federal discrimination law in any capacity?
A. I don't specifically, but I do know every year we do have annual training. And part of that is specific to discrimination.
Q. So you've been here, what, four years now?
A. Yes, sir.
Q. And out of those annual trainings, how many have you attended ever?
A. All.
Q. Give me a number. I'm sorry.
A. I feel like it's three or four. We have dates pushed out on our calendar. It says this is the date, go.
Q. Is that annual training some sort of condensed effort for all aspects, or is it periodic training on different topics all year?
A. It is condensed training on all aspects, harassment, Stark laws, anything like that. We do that for physicians. We do that

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for directors. I think they do it for the board as well.
Q. Is that training generally held at the same time each year for you?
A. I've not focused on what time of the year it is. I just know that it is an annual training we do.
Q. How long does the annual training last?
A. Program's an hour, hour and a half.
Q. Where is that training conducted?
A. Normally here on campus. It is in person -- this past year's -- I know that doesn't help. For this past year, it was in the depot room, which is another -- it's a conference style theatre type room that can hold a lot of people.
Q. Who conducts the training? Is it all video based?
A. No, we have in-person, in-person instructors. I believe it is normally an attorney. It is handled as far as who does that through our counsel. They find and have

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those people come and present those cases and give us very applicable examples.
Q. Okay. Do you have any social media profiles?
A. Yes, sir.
Q. What platforms do you use for social media?
A. Facebook, Instagram. I don't think I've ever been on Twitter or X. If I have, I've never posted anything.
Q. Good for you.
A. I don't think I have. I think I'm on Snapchat, but, again, I don't think I use that, either.
Q. Snapchat would be the one that disappears after you hit message?
A. Right. I can't remember things like that. So that's why that doesn't work for me.
Q. Have you posted anything about this lawsuit in any capacity --
A. No, sir.
Q. -- on Facebook?
A. No, sir.

Q. Have you posted anything about this lawsuit in any capacity on Instagram?
A. No.
Q. Have you posted anything about Dr. Noffsinger in any capacity either during or after his employment on any of these platforms?
A. No, sir, I don't believe so. If I did -- I don't believe I ever have because I was not here when he started. But the only time I recall ever posting anything about our medical group would be as we have new physicians start and as our marketing people pushes out like a campaign to announce a new provider or new service or something like that. I normally share that. So that would be the only thing. So I may have said something about, "We have great physicians at primary care," or something like that when somebody started. But I know I have never specifically mentioned Dr. Noffsinger at all in any of my social platforms.
Q. Did you prepare for today's deposition?

A. Yes, sir.
Q. How long did you prepare for today's deposition?
A. A few hours.
Q. Did you meet with your attorney, or were you preparing by yourself?
A. We met with our attorney.
Q. Did you review any documents preparing for today's deposition?
A. Yes, sir.
Q. What documents do you recall reviewing prior to today's deposition produced by Cullman, not by your lawyer?
A. Documents that were produced by Cullman, and then since, since then, obviously, I've gone through my own personal texts and sent those as well.
Q. And you attended Ms. Lisa Courtney's deposition?
A. Yes, sir.
Q. And you took notes during that deposition?
A. Yes, sir.

Q. Who has seen those notes besides yourself?
A. No one.
Q. And where did you work prior -- where did you work prior to Cullman Regional?
A. Wellstar Health Systems in Georgia.
Q. That is a big state. Where in Georgia?
A. Wellstar is across the state. It's a very large health system there, but I worked in West Georgia and LaGrange and supported practices in that part of the state.
Q. How long did you work for Wellstar --
A. About two and a half years.
Q. -- might be a little easier? Did you attend university?
A. Yes, sir.
Q. Where did you graduate?
A. My undergraduate degree is from Samford University. My master's degree is from Auburn.
Q. When did you receive your master's degree?

A. 2015, maybe.
Q. Did you go straight from undergrad to graduate?
A. No, sir.
Q. When did you graduate from Samford?
A. 2005. Those are roughly. I believe those are accurate, though.
Q. Well, let me ask: Have you ever given a deposition prior to today?
A. Yes, sir.
Q. When did you give that deposition? Or let me ask: How many depositions have you sat for?
A. Only one. It was -- I don't know if it was this year. I don't remember when it was, but it's -- it was here in Cullman Regional.
Q. Do you know what the case was about?
A. It was a dismissal case.
Q. Who was the plaintiff?
A. It was a nurse practitioner that had been in our psychiatric clinic. No. Maybe she was a PA.

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Q. Do you remember her name?
A. Mary.
Q. Do you remember her last name?
A. I don't.
MR. LOCKWOOD: I just remember King.
A. I was about to say she was -- she left pretty quickly when I got here. I didn't have a lot of interaction with her. Sorry.
Q. (By Mr. Arnold) Do you know what court that deposition or what jurisdiction that deposition was in?
A. No, sir, I don't.
Q. Do you remember what the case was about?
A. It was -- she -- I don't know the right words. I'm going to say wrongful termination accusation. I don't know.
Q. Did she allege age discrimination?
A. No. That was not -- she was -- I don't know how old anybody is, but she appeared to be pretty young.
Q. Did she -- do you know -- do you know if she alleged discrimination as part of her

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wrongful dismissal?
A. I do not believe so.
Q. Did she allege retaliation as part of her wrongful dismissal case?
A. I don't know. I was very limited in my interactions with her. I started, and she left, I think, within a few months. I think I met her in person once. So I'm sorry. I just don't have a lot of information. I didn't have a lot of information for that deposition. I'm sorry.
Q. That's okay. I'm trying to remember -- but you think that was in 2021?
A. It would -- I believe she was would have left in 2021. The deposition happened quite a bit after that.
Q. Okay.
A. But I don't remember.
Q. When was the deposition?
A. I don't remember. I don't remember if it was -- if it happened this year. I don't know if it happened last year. I'm sorry. Things that seem like they were a minute ago --

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timeframe, I'm not sure.
Q. I understand. So where was your first job after you left Samford?
A. Before I finished at Samford, I worked for what was Baptist Health Center. It became Brookwood Baptist Health and is now Orlando Health. I started there in January of 1997. I worked there for 22 years in various capacities.
Q. And then where did you go after Baptist?
A. Wellstar.
Q. This is your third employer in your career, Cullman Regional?
A. Yes, pretty much. I also worked for Kirklin Clinic for a brief moment in between Baptist, but it was less than a year.
Q. You haven't given a deposition on behalf of the employers, those other employers, at any time?
A. No, sir.
Q. Have you ever given a deposition in any personal matters whether you've been a

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plaintiff or a defendant in a lawsuit?
A. No, sir, not at all.
Q. Have you ever provided sworn testimony in the form of an affidavit related to any litigation?
A. Not that I recall. I don't believe that I have.
Q. Have you ever signed answers on behalf of a company as their corporate representative for sworn testimony?
A. I don't recall that.
Q. How often do you notarize documents as part of your job?
A. I am not a notary.
Q. How often is your signature notarized as part of your job?
A. I don't recall that being done. If it's been done, probably less than five times in my entire career.
Q. Who is Nesha Donaldson?
A. She is our CFO.
Q. Was she the CFO in June of 2022?
A. Yes, sir.

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Q. And when you say our, you mean Cullman Regional Medical Center?
A. Yes, yes, sir.
Q. That will be consistent throughout the deposition. I don't have to correct that every time?
A. Yes, sir.
Q. Who is James Clements?
A. He is our CEO here at Cullman Regional.
Q. How many conversations have you had with Nesha Donaldson prior to Dr. Noffsinger's termination about firing Dr. Noffsinger?
A. For clarification, prior to the day of termination or leading up to his termination from the time I got here?
Q. I'm trying to figure out what happened before you-all told him he was fired and what conversation you had with Ms. Donaldson.
A. While in conversation, Nesha and I did not discuss he needs to be terminated in a conversation with Nesha. We were talking about financial reduction issues while Lisa was away.

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And at that and during that conversation, we were talking about physicians who were or were not aligned with our organization, and I did say, "Dr. Noffsinger is out for himself and is not at all aligned with us as an organization. He will continue to pull against us."

So that was simply a comment when we were talking about who is aligned with, who is willing to work with quality, who was willing to work with those kind of things. That's during the financial conversation. That's the only conversation I recall ever having prior to his the termination.
Q. Is there any other conversations that you can recall?
A. Not that I recall.
Q. Are you going to recall anything different if we get to trial?
A. No, sir.
Q. And was anybody else present during those conversations?
A. I feel like Mr. Clements was in the room.

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Q. All right. Did Mr. Clements weigh in on anything you and Ms. Donaldson were discussing about the financial strains conversation?
A. Nothing specific that I recall, just we were talking about, again, overall reductions, how do we get our budget to what it needed to be, how do we get those kind of things. So that was just part of the candor we had.
Q. Did you have any other conversations with Ms. Donaldson about Dr. Noffsinger especially related -- in any capacity besides what you've just testified to?
A. Not that I recall.
Q. Did you have any other -- now, you mentioned Mr. Clements was in the meeting. Did you have any conversations with Mr. Clements at any other time about Dr. Noffsinger?
A. Nothing that I can specifically remember. I do not have frequent conversations with either one of them. Most of my conversations are with Lisa, if we're talking

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about strategic direction, things like that, and she normally has those conversations in the boardroom. I was only there because she was not available.
Q. Okay. And when was this conversation with Ms. Donaldson and Mr. Clements?
A. I feel like it was early June of 2022, but I don't know the -- it was in the boardroom.
Q. Is that this room right here?
A. No, sir. It is in administration. There's a conference room boardroom in administration.
Q. Was that meeting recorded in any capacity with a tape recorder, stenographer, anything like that?
A. Not I'm aware of.
Q. Why was Ms. Courtney not in the meeting?
A. She was in Italy.
Q. How many conversations did you have with Lisa Courtney about making the decision to terminate Dr. Noffsinger?

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A. I provided data on things throughout my time. I continue to provide data through, you know, my time on any provider. And then she and I had conversations, texts, verbal, things like that, but not necessarily about his termination. Other than -- as soon as she got back, they were finalizing plans. That was when things flipped truly to talking about termination. There were a couple other allusions once I went back through my texts, but most of those were not -- we were really trying to make things work with him.

Q. What data have you provided to Ms. Courtney or Ms. Donaldson or Mr. Clements about Dr. Noffsinger?

A. Nothing would have normally gone to Mr. Clements or Nesha. Again, most of my things go directly to Lisa, Ms. Courtney, and those are just regular things as part of our regular reporting. Obviously, our reporting structure and the robustness of our reporting has changed over time. But I would have pulled a regular RVU report after I arrived to know

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how we needed to pay him or bonus him. So we had that type of data. Occasionally, we looked at appointment status and then just other concerns.

Q. Have you -- as part of your preparation for today, have you reviewed the roughly 3,000 documents your attorney has produced to me?

A. I have looked over them.

Q. Is there anything that you have provided or is there any document that you provided to Dr. Courtney -- or excuse me -- Ms. Courtney -- slip on the doctor thing all the time. Is there any documents you've provided to Ms. Courtney that has not already been provided to my office?

A. I don't know what all has been provided to your office. I do since the time you met with Ms. Courtney. After that, I did go back, and I did pull my texts that have Dr. Noffsinger's name or reference Dr. Noffsinger, and I have shared those with Mr. Lockwood who I believe has shared things

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with you. I pulled up -- I ended up having texts between myself and Ms. Courtney, myself and Stacy Graves, myself, Lisa, and Stacy or Ms. Courtney and Stacy Graves. Then I had a couple of miscellaneous groups that weren't as -- sometimes it was, "Hey, this provider is going to be off this day. This is how we're going to shuffle people around." But if it has his name, as a reference, I included it for you so you could decide.

Q. Is there anything missing relating to RVU reports, financial data, anything that was relied upon and provided to Ms. Courtney -- have I gotten all that is what I'm asking?

A. I believe so, yes.

Q. I'm showing you what is previously marked as Plaintiff's Exhibit 3.

A. Does this need a sticker on it?

Q. It already has one because it's marked.

A. I'm sorry.

Q. We're going to go through -- I'm trying to minimize the confusion with exhibit

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numbers. So --

A. Yes, sir.

MR. LOCKWOOD: You're a better man than me.

MR. ARNOLD: I don't like doing the names where you have a name and new number. I think it's very confusing.

Q. (By Mr. Arnold) Anyway, some of these will be marked from the last deposition, and some will be marked new today because they were not presented in the last deposition.

A. Yes, sir. Okay.

Q. There will be some flipping around on the numbers as we talk about them. I've made sure our court reporter won't let me goof up this time.

A. That makes sense.

Q. Have you seen this document before?

A. Yes, sir.

Q. And are these the doctors who worked at the primary care clinic sometimes during 2021, 2022?

A. We had two, technically three, primary

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care clinics at that time.
Q. Okay.
A. We had what we call Primary Care North, or it's our primary care on campus. We had a downtown location what we called South. Then, I believe in June/July of 2021, we opened a rotating specialty clinic in Hartselle. And I don't remember the exact timeframe, but shortly thereafter, we did a rotating specialty clinic. We also had some primary care physicians that rotated to Hartselle until we could get full-time providers in Hartselle to have a primary care and a rotating specialty clinic. Technically, we had three primary care clinics during that timeframe, but the physicians listed here are physicians that were at primary care here on campus, what we call North, as well as the physician and nurse practitioner that were at our South location and two -- no. One of the physicians on here ended up rotating to Hartselle. The other one that rotated is not reflected on here. It may be he just wasn't here yet.

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Q. Okay. Which one are you referring to?
A. Dr. John Morgan started, I believe, January of 2022. I'm not exact on that date, but I believe he started in January of 2022. This was likely produced before.
Q. Do the names of the physicians on this document match the pictures? Do the people -- is it correctly identified?
A. Yes, sir, you are correct.
Q. And do you personally know all eight of these practitioners on some level?
A. Yes, sir.
Q. I'm showing you what's previously marked as Plaintiff's Exhibit 4. If you'll just -- this is a composite exhibit, and it is the one document that we've got that's produced all the birth dates of the physicians. Can you just -- is there any reason to doubt the accuracy of the birth dates that they put down that appear to be self -- they identified themselves?
A. I have no idea the date of birth for any of these physicians or any of these

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providers. Apparently, there's nurse practitioners in here as well, but I have -- I don't have a point of reference otherwise on their dates of birth. I'm assuming they were reported correctly.
Q. You've met these doctors, too, right?
A. There is one I feel strongly is incorrect. Maybe that's not 1961. Kind of looks like 1761. If it's 1761, Dr. Villar looks amazing. But maybe that's a 19.
Q. Well, I've never known a doctor to actually fill out any handwriting correctly, so I'm not surprised. But let me ask you this: You've met Dr. Alam?
A. Right.
Q. If he said he was born in 1967, you would have doubts about that, correct?
A. I don't know. I have seen -- in the course of my career, I have seen people look amazing for their age and appear much younger than they do. I've also known people who look much older than their age. I don't make those assumptions. I just don't. But I don't know.

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I really do not know how old any of them are unless someone tells me, "I am X." I don't know how old you are, and I really try not to guess, just the same as I wouldn't look at a woman and assume she's pregnant. I'm not going to make that assumption.
(Whereupon, Plaintiff's Exhibit 91 was marked for identification.)
Q. I'm showing you what is marked as Plaintiff's 91. Have you seen this document before?
A. I don't know that I've seen this specific one. I don't necessarily recall. But I am familiar -- looks like -- I still don't feel like I did it. But either way, I'm familiar with it.
Q. This is called a Physician Control Form?
A. Yes, sir.
Q. Who is this Physician Control Form for?
A. It is regarding Dr. Alam.
Q. And are you -- I guess are you

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Dr. Alam's supervisor as indicated? It says Department Director Unit Manager about midway down the page, and I see your name; is that right?
A. Yes. We always would also do things -- when we talk about supervisor, things like that, I am the director over these departments, but we have a chief medical officer in case there's ever anything clinically. I would not make clinical judgments. I just want to be clear about that. I'm not clinical. But, yes, I'm the director for this department.
Q. Are you -- as part of your department director duties, are you more focused on nonclinical operations, or are you focused only on the bottom line with money?
A. I am focused on everything. I am focused on people, focused on operational solutions that give us good fiscal responsibility so we can continue to do our job. So anything that's encompassed in that, whether it's clinical workflow, clerical workflow. I'm going to work with providers.

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I'm going to work with Dr. Smith. I'm going to work with subject matter experts, but all things, anything that would happen in a clinic could hit me on any given day. I think on the job description somewhere, it used to say, "Any duty as may time to time be assigned." I believe someone has said that.
Q. I'm showing you what's previously marked as Plaintiff's Exhibit 14.
A. Thank you.
Q. I'll represent -- is that also a Physician Control Form?
A. Yes, sir.
Q. Is that Physician Control Form for Dr. Brimer?
A. Yes, sir.
Q. And you're the Department Director Unit Manager that would be over Dr. Brimer for the role you just described a second ago?
A. Yes, sir.
Q. And I'm showing you what's previously marked as Plaintiff's Exhibit 16, and this is Physician Control Form for Caroline Studdard;

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is that right?
A. Yes, sir.
Q. And you're the Department Director Unit Manager that would be over Ms. Studdard?
A. Yes.
Q. That would be also for the role you described in detail just a second ago?
A. Yes, sir. It is Dr. Studdard.
Q. Dr. Studdard?
A. Yes, sir.
(Whereupon, Plaintiff's Exhibit 92 was marked for identification.)
Q. I'm showing you what is marked as -- what I will mark as Plaintiff's Exhibit 92. I pulled this off your website yesterday. Hold on. That might be my copy. Hold on.
A. It is very robust.
Q. Yes, hold on.
MR. LOCKWOOD: 92?
MR. ARNOLD: Yes, sir.
Q. (By Mr. Arnold) Have you seen this press release before?
A. Yes, I have.

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Q. You authored this press release?
A. No.
Q. If you'll look on the third page, you'll see at the top of the page, the first three lines a quote that appears to be quoting you. I guess what I want to confirm, is that -- is that your text? Did you say that?
A. It is very often for marketing to craft something and attribute something to a different leader or a different physician. Basically, they will ghost write things for us and look over those things. I did not remember that I made this statement or that I was attributed with this statement. But that would have been something that marketing came up with and shared and posted out for this press release. They handle those types of communications for us and make sure that we stay appropriate.
Q. On Exhibit 92 -- let me give you this pen. I would like -- you do you see there's a picture on the first page of various people?
A. Yes, sir.

Q. Are those the physicians that worked in the primary care clinic at the time this press release was put out?
A. Did they work in our clinic at the time of this?
Q. Yeah, in November of 2023.
A. Probably. I don't remember exactly -- there are a couple that are no longer here working with us. I don't remember that I recall exact departure date. But that should -- it should be correct. Marketing normally would not post something of a physician who is no longer with us.
Q. Will you take a moment and above each person and in some way could you write the name and identify each person on this picture for me, please.
A. Yes, sir.
Q. Thank you.
A. I'm not sure about Dr. McNeill on this picture. I don't know if I've spelled his last name right. He is no longer with us.
Q. Okay.

A. Yes, sir.
Q. Let me take a quick look. I want to ask a few questions. Who is -- you've marked several last names on the photo. Thank you. And then there's some new names that have not come up during this litigation. Who is Mabrey?
A. Dr. Mabrey, Haley Mabrey, is a family practitioner that joined our group -- I feel like it was in 2023. I don't remember the exact day or time, but I feel she joined our group around 2023. She came to us from a community primary care group that had some struggles, and they were struggling to make payroll and things like that. They were here in Cullman. She ended up coming, kind of bringing her patient load and things like that but joining us here in Cullman. So she is one of those primary care physicians.
Q. Did you make the decision to hire Dr. Mabrey?
A. No, sir.
Q. Who made that decision?
A. Lisa makes all hiring decisions. She

does contracting with physicians.
Q. Do you draft or participate in negotiation of any contracts with physicians?
A. I have not in the past.
Q. And then there is a person you marked as Jones. Who is Jones?
A. Dr. Jones is a pediatrician. She came from that same community group that was imploding also around 2023.
Q. And then another name is Robinson. Who is Robinson?
A. Dr. Robinson had already signed -- she was recently out of school but had already signed with that community group who because of their financial situation, it wasn't the best situation. She ended up coming to us instead.
Q. And who is McNeill?
A. Dr. McNeill is a pediatrician. When I talked about the Hartselle location where we ended up with a primary care location there, Dr. McNeill was a pediatrician there. So he was actually our first pediatrician employed by our medical group. He came before Dr. Jones

did. He's out of Hartselle.
Q. Just to be clear, did Ms. Courtney hire Dr. McNeill?
A. I believe she hired every single one of those physicians. I have no reason to believe she didn't. That would have been communicated to me, "We have this new physician joining. Go forth and give them a practice."
Q. Okay. Put that on the pile for our court reporter. Thank you.
I'm showing you what has been previously marked as Plaintiff's Exhibit 21.
A. Yes, sir.
Q. Have you seen this document before?
A. Yes, sir.
Q. Did you review this document in preparation for today?
A. Yes, sir.
Q. Did you create this document?
A. I don't recall creating it. I don't know who created it, but I don't specifically recall creating it. In that instance of Cerner, I didn't have the ability to pull

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payments. So more than likely, this was created by Chasity Stephens who was our billing manager probably at this time. In fact, maybe who created this for you because this is not something we would have usually run.

Q. What data do you look at to determine the financial viability of a physician in a primary care clinic?

A. Payments are a component of anything, but there are other things that are not as tangible.

Q. I'm asking about the tangible finances.

A. Tangible finances, we're going to look at cash that comes in. Our medical group was really very new.

Q. Continue telling me what you look at. I'm sorry to interrupt.

A. It's okay.

Q. I'm trying to understand the cash that comes in.

A. Okay.

MR. LOCKWOOD: Is that for the group

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or the physician? He asked about physicians.

A. Our reporting has been -- and especially during '21/'22 time period and before that, I feel was very limited. One, because we did not have a full picture of everything that happened, meaning all of our things, all of our charges, revenues, things like that, were not necessarily on one electronic medical record. And the reports, the monthly reports that were created by finance at that time and even now are not on an individual physician level. Sometimes we get P&Ls like a tree P&L statement. Most of the time, we get what I call and what is labeled as a 13-month report. And sometimes those are varied, as we've had different people in finance or whatever. But a 13-month report that doesn't necessarily show payments. They show charges, what we believe is a contractual reserve and what we believe we're going to collect and then expenses for the practice. But that's not a by a physician level. That's by a practice, like by a department number.

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So there would be a general rollup for primary care versus general surgery and so on. So it's not necessarily one physician versus another. So we have not done a lot of review in the past on a physician-by-physician revenue, expense, true cash. That has not been something. We produced this for you.

Q. Okay. And so nothing existed in 2022 to tell you if somebody was essentially paying for themselves?

MR. LOCKWOOD: Object to form.

Q. Do you understand the question?

MR. LOCKWOOD: Object to form.

MR. ARNOLD: You're objecting to if she understood the question?

MR. LOCKWOOD: Because it references the question. You know, so, look, if you hear me say "object to form," that's just me preserving the record. If you understand his question, feel free to answer away. Answer at all times unless I say, "Do not answer that question."

THE WITNESS: Yes, sir.

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A. Please ask me the question again.

Q. Let me ask it this way. I've lost track of my question.

MR. LOCKWOOD: My diabolical plan worked.

Q. (By Mr. Arnold) Some level, it did. I don't know about diabolical. I think it might have been a good plan.

Here's what I'm trying to understand, then. On a practice, do you have -- are you testifying there are no documents, reports, data, any sort of computer platform, that tells you or anyone who makes financial decisions that for the defendant about how much cash a doctor brings in versus how much he is -- I guess comparing him as an expense?

A. I have that information now for physicians. Now, I know that.

Q. Did you have it in 2021?

A. No, sir.

Q. Or 2022?

A. No, sir, I did not.

Q. So no information existed during that

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timeframe?
A. For me -- and all I can speak to is for me. For me, the information I had and was able to pull were work RVUs. I did not have patient payment specific information for physicians. That just wasn't something we regularly pulled, something we looked at.
Other people may have had it. I know there are people, but that wasn't my -- we weren't looking at things in that way.
What I was going to tell you earlier, in general, when a practice starts, it takes about two years for a physician to build up. So we normally don't expect necessarily a physician to come out of the gate and just be just killing it. That's -- normally, they're not. There's going to be months and months, if not years, of very low volume days. So that is just a normal thing.
Our medical group is very young as far as its existence. I think -- and I don't know this, but I believe the medical group started around 2018 here, the employed medical group.

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So that's a very young medical group.
Q. Are you referring to primary care when you say that?
A. No. I'm saying the medical group in general as far as having an employed medical group. Not every hospital has an employed medical group.
Q. What is an employed medical group? I think you skipped over a term that would allow us to understand.
A. An employed medical group -- so every hospital has medical staff meaning this physician is credentialed to provide care and round on patients at a given hospital. That is part of how hospitals run. So that can be courtesy medical staff that just could admit or could round, but they really don't, or active medical staff that are actively coming in and rounding on patients.
Years ago, most physicians were independent physicians, meaning they pay their own revenue, expenses. They pay for the billing, their staff, and all those things, and

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they were just on staff at a hospital or hospitals.
I believe prior to 2018, this particular hospital really didn't have a lot of employed medical physicians, meaning they are truly employees of the hospital and not of the other group which is their employer. They're employed by themselves or an independent employer or whatever, but we are truly employing. I believe the first group that were employed by this hospital were our cardiology. I'm not sure about the South location, Dr. Villar. I'm not sure when he came. I believe his location may have been early on. And our hospitalist program because more and more primary physicians don't want to round and admit on those own patients because that really disrupts the patients you can schedule not knowing what all is going to be -- so we are a very new employed medical group. So some of things that may be in very seasoned medical groups, some reporting, some of the things like that, just were not here then.

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The medical group started. It was just getting off the ground, and then Covid hit. Everybody's focus in the country, I dare say world, switched to that. And then we really started trying to stabilize things, but it took time. We just didn't have all those reports. Back then, we didn't look at things like that. We also didn't have the same -- our hospital wasn't on the same her that our clinics were on.
Q. What is EHR?
A. Electronic health record. So our hospital wasn't on the same. They were on something called CTSI, and different other groups were on different things. Clinics were on an instance of Cerner. So some things were in there, not necessarily impactful for primary care but for some other like surgical specialties and things like that. You didn't have a full look at their hospital work, or things like visits had to be increased or doubled, things like that to have things happen on both sides of the electronic medical record.

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So we just we did not have as much information at our fingertips at that point. We did convert to a new electronic medical record in June of 2024.
Q. Thank you. I'm showing you what was previously marked as Plaintiff's Exhibit 22. You said you started in April of 2021?
A. Yes, sir.
Q. Okay. And these affidavits appear to be dated in February of 2021. Have you seen these documents before this lawsuit?
A. No, sir, I have not.
Q. Did you participate in any sort of lawsuit related to the complaints raised by the women in these two affidavits?
A. No, sir, I did not. These people may have worked here before I arrived.
Q. Other than sitting through Ms. Courtney's deposition?
A. No, sir.
Q. Do you know either of these two people?
A. No, sir.

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Q. Okay. It's fair to say then you would not have been present at a March 11, 2021 counseling, then, for Dr. Noffsinger because you were not employed?
A. That is correct, I was not present.
Q. As the -- I'm going to screw up your title here -- Unit Department Director that we saw on the Physician Control Form, are you the person who would institute discipline, not necessarily finalize it but to institute or start discipline for a physician under your supervision?
A. If there was a need for true discipline for a physician, I would be a part of that, but it would be done in conjunction with HR, with administration, and with any other parties that were --
Q. Have you ever issued a verbal warning of any kind to Dr. Noffsinger?
A. I have spoken with Dr. Noffsinger multiple, numerous, times about a variety of issues which cautioned him about his performance, his actions, his words, but he has

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never received a formal written corrective action, whether that's verbal -- even a verbal would be written. But he has never received a formal sanction from me.
Q. I'm showing you what's marked as Plaintiff's Exhibit 24. I just want to confirm that means -- am I understanding what you just testified to, that you've never -- you've never given Dr. Noffsinger a warning pursuant to the policy that's identified as Plaintiff's Exhibit 24?
A. Correct.
Q. I'm showing you what was previously marked as exhibit -- hold on. Strike that. We'll pull that back for a minute.
Who is Susan Borden?
A. Susan Borden, I may not have her title exactly right, but she is Director of Health Investigation Management, like medical records.
Q. Make sure I've got this connected. I'm showing you what's marked as Plaintiff's Exhibit 32.
A. Yes, sir.

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Q. This is just an email describing a Teams meeting or some sort of meeting with Dr. Noffsinger, and your name is on it. Do you recall what this May 4, 2024 meeting is about?
A. Yes, sir.
Q. What do you recall this meeting being about?
A. This meeting ended up being a couple of things. It was one of my first formal interactions with Dr. Noffsinger after I arrived. I hadn't been here a full month yet. This was a situation Dr. Noffsinger had expressed to Lisa he wanted to make a complaint against one of the MAs in the practice, and so we scheduled a time to formally sit down and talk about that. In addition, I found out before this meeting we also had a patient complaint that I needed to talk with him about. And so this was Lisa's scheduling the meeting, and then we had the meeting. We were here in this room.
(Whereupon, Plaintiff's Exhibit 93 was marked for identification.)

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Q. Okay. I'm showing you what is marked as Plaintiff's Exhibit 93, which is a text chain I believe produced between you and Stacy Graves, but first, is this a text chain between you and Stacy Graves?
A. Yes, sir, it is.
Q. There we go. Sorry.
A. Yes, sir, it is.
Q. Did you -- tell me, what do you recall about this Susan Borden complaint?
A. The complaint was not a Susan Borden complaint but rather a complaint she had received from one of our vendors. The vendor -- it ended up being reported that at least on two occasions within the practice that Dr. Noffsinger chased down -- I don't remember the exact company. I think it was VRC. Either way, it is a company who shreds our private documents, HIPAA-related documents. So instead of putting the documents into the shred bin where they're supposed to be placed securely, Dr. Noffsinger was stashing them under his desk in an unsecured manner and then proceeded to

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chase the representatives down through the clinic asking them to take his individual documents because he didn't have a shred machine. When they tried to explain that wasn't what they did, he berated them.
Q. Did you witness that?
A. No, sir. That was the reported statements from the VRC employee, and then he called VRC after, I believe, the second attempt and made a complaint stating he was going to get them fired, cancelled out of here, that they were done because they wouldn't do the processes. Basically, he was being Noffsinger. He was a jerk. Yeah, I'll go ahead and say it.
Q. What does off center mean?
A. He was being Noffsinger. He was being himself. It was not uncommon for him to go off on a tangent about something small and berate someone. He had already berated and tried to intimidate the two employees, the VRC employees, or whatever the shred company was employees. That didn't work. He called to try to intimidate their leadership into making them

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comply. That was per the person who reported it directly that he told them they would be finished. I'm paraphrasing that.
Q. You weren't on that phone call, were you?
A. No. That was that person's paraphrase. I did, however, talk with Dr. Noffsinger, and he said, yeah, he did. This is also the same man who told me he berated --
MR. LOCKWOOD: Just answer his question. Just answer his questions.
Q. (By Mr. Arnold) Thank you. I'm showing you what is previously marked as Plaintiff's Exhibit 40.
A. Thank you.
Q. And, actually, have you seen this document before?
A. Yes. I am one of the contributors to it.
Q. On the emails -- it's an email chain; is that right?
A. Yes, sir.

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Q. On the emails where it says "from" and then I see Land, Schinley which is a few of these emails. Did you type all the text that's from you, reportedly?
A. Yes, sir.
Q. No one has altered it in any way?
A. Not that I believe.
Q. I'm showing you what's previously marked as Plaintiff's 41, and this also is an email chain. Is this the -- is this the email from Susan Borden we were referencing a few minutes ago in the text message exhibit we just saw?
A. Yes, sir.
Q. And where it says from Lane, Schinley at the top, is that your text --
A. Yes, sir.
Q. -- that you typed?
A. Yes, sir.
Q. Has it been altered in any way?
A. Doesn't appear to be.
(Whereupon, Plaintiff's Exhibit 94 was marked for identification.)

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Q. I'm showing you what is marked as Plaintiff's Exhibit 94, which is a text message provided by defendant. First of all, have you seen this text message before?
A. Yes, sir, I found it and pulled it from my documents after searching Dr. Noffsinger's name the other day.
Q. Who is Lindsey?
A. Lindsey Waters, she was our recruiter. She worked -- she works in HR but did a lot of our recruitment for our medical group.
Q. Is she -- is she recruiting patients or recruiting physicians and staff?
A. She would be helping recruit staff.
Q. Okay. What she's talking about, an angry patient, do you have any recollection of what that is about in the first text bubble?
A. An angry patient would have shown up. I don't remember the specifics of this particular one other than she just let me know someone was there, and they needed to be spoken to. I'm sure I could cross-reference emails and all that, but this is an angry patient.

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Q. You don't have any specific recollection of what this is about?
A. No. I can probably go back to my documents and maybe piece together which patient this might be, but, no, off the top of my head, I don't recall.
Q. Are you going to recall something if we get to trial?
A. If I went back and pieced together all my documents, maybe. Right now, I don't recall.
Q. I have all those documents?
A. You have all those documents. You have all those documents.
Q. Okay. I'm showing you what is marked as Plaintiff's 42.
A. Yes, sir.
Q. Have you seen Plaintiff's 42 before? And it is a five-page document. Take a look at all the pages, first.
A. I'm familiar with the document.
Q. There are some emails here that are written by you; is that right?

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A. Yes, sir.
Q. Has the text of that email, those emails, been altered in any way?
A. Other than redactions, no. Right.
Q. Yes, ma'am, but, I mean, these are the words you typed?
A. Appears to be, correct.
Q. The redactions are to protect patient privacy; is that right?
A. Yes, sir.
Q. Handwritten notes at the back, did you author those notes?
A. No, sir, that is not me.
Q. Who wrote those notes, if you know?
A. I am not certain, but I believe -- my guess, I believe these are Pam Brown's handwritten notes. But I'm not certain of that.
Q. All right. At the top, you'll see an email from, I believe, Ms. Brown to Lisa, but you're courtesy copied on that email; is that right?
A. At the top, no, sir, that's Colin Luke

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who has -- I am not on the top one.
Q. No, no. At the top, do you see the email is from -- it says from Pam Brown, I believe; is that right?
A. From Pam Brown to Lisa Courtney, cc Colin Luke.
Q. You're not on this?
A. No, sir. Lisa forwarded what I had communicated to her on August 24th as part of that, it looks like.
Q. Let me ask you this. On the top of the text, you'll see Pam has written -- Ms. Brown has written a statement, "My plan is to meet with her, assess next steps, and go over the plan with Schinley, you, and Colin." Do you see this?
A. Yes, sir.
Q. Was any plan developed between you, Lisa Coutney, and Colin about Dr. Noffsinger with future exams?
MR. LOCKWOOD: Object to form.
Q. (By Mr. Arnold) What plan are they referring to in this email?

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A. I don't remember the exact order of conversations. I do know when I met with Dr. Noffsinger after that.
Q. Ma'am, that's not -- I appreciate you --
A. Okay.
Q. -- being very descriptive.
A. Okay.
Q. I'm asking what plan that you, Ms. Courtney, and Colin developed about Dr. Noffsinger.
A. I do know the conversations that were had with me and Dr. Noffsinger over a variety of times, I don't know if it was this day or not, were that he needed a chaperone. There are communications or a document that you have that allude to communication with him about having a chaperone. Other than that, I don't necessarily recall based on what I'm looking at right here.
Q. Is it your testimony a plan was developed between you?
A. No, sir, that's not my testimony.

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Q. I don't understand what plan you, Ms. Courtney, and Mr. Luke developed together at any time, and that's what I'm asking about.
A. This says Pam's plan was to talk with the person, assess next steps, then she would develop a plan with myself, Lisa, and Mr. Luke.
Q. What plan was developed?
A. I don't remember an exact timeline on this. There were multiple patient complaints that came in at a variety of times on Dr. Noffsinger. You see that from here.
Q. I'm asking about the plan. You had those, ma'am. I'm trying to stay focused, what document exists, what plan was formulated, and what you-all put together. I understand what preceded the necessity for this statement. I'm asking what plan and actions were taken. I haven't seen anything that represents a plan in any of the production I've been given besides one email with chaperone notification.
A. I don't remember that, either. I'm not telling you there wasn't a plan developed. I'm saying I don't recall it from this, and I

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can't be forced to say what I don't recall. If you have other documents, I may be able to say, "Oh, yes, this was here. This is around the same date." But I don't remember that off the top of my head.
Q. I haven't gotten anything that resembles any inference of a plan at all. That's why I'm asking you.
MR. LOCKWOOD: You know, that's argumentative, and she's telling you there are documents. There are emails. And whether you want to say that's part of a plan or not, feel free. But interpret whatever you want. She's told you she doesn't remember what happened. So keep badgering her. The answer is going to be the same.
A. That's all in specific timeline. I know you don't want to go back. That's all in specific timeline of the body of his time here and the relation of all these different things. I know I've had conversations with him. I don't remember -- I think you are looking to say is there some kind of specific plan, some

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specific document that says, "We're going to terminate him or we're going to formally write him up," and we didn't. What we did was try to work with this gentleman.
Q. I'm asking what that plan was. It's referenced here in this email.
A. I don't have anything unless you have something different you would like to show me in the documents that I don't recall.
Q. I'm showing you what's previously marked as Exhibit 49. Have you seen this document before?
A. Yes, sir.
Q. Has this document been altered in any way besides the redactions?
A. Not that I believe.
Q. All right.
MR. LOCKWOOD: He's done with it.
Q. (By Mr. Arnold) We looked at this for a moment during Ms. Courtney's deposition. Is this document which is Bates stamped 2442 to 2449 -- or excuse me -- 2450, is that your handwriting?

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A. No, sir.
Q. Do you know whose handwriting that is?
A. I believe it's Pam Brown's, but I do not know.
Q. Do you know why this document was written?
A. No, sir. It wasn't mine.
Q. I'm showing you what is previously marked as Plaintiff's 15. Have you seen this document before?
A. Yes, sir.
Q. What is this document?
A. This is where -- this may have been in reaction to the August 26th things that were explained about patient complaints, but this is very specifically a follow-up where we again reiterated the need for a chaperone. I had already communicated that with Dr. Noffsinger during the May meeting when we met in this room when I shared him with him about the first patient complaint. I didn't know there were previous formal guidance that were sent to the physicians before I arrived. This is

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forwarding a stream that Dr. Smith sent to providers on March 16, 2021, so before I arrived, or at least appeared to be. Looks like he sent it to providers at that time letting them know that the Alabama Board of Medical Examiners was now requiring chaperones for visits.

Dr. Noffsinger was incredibly upset that there were complaints and that he felt like he was being singled out. I explained to him we were communicating this to everyone. We were reiterating this to everyone and that I would send a message to everyone because he texted me very upset that I had planted things in his staff's mind and patients' minds things like that about his inappropriate exams.

Q. You concluded those were inappropriate exams?
A. No, sir. No, sir.
Q. And you mentioned -- a minute ago, you said the August email. Were you referring to Exhibit 42 when you picked up a piece of paper and were talking about it?

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A. Yes, you're correct. Yes, sir. I don't know if this was indirect. This would have been after, and it makes sense this would have continued as part of the communication. Either way, I know I told him verbally. This was a written version of, and this what I sent to all managers. I'm sending this to Dr. Noffsinger because he texted through the night before this saying, "I can't sleep. I'm so upset," all of the things.

I said, "I'm going to send it as soon as I get there in the morning. This is not just going to be to you," so he would know he wasn't the only one getting this guidance, and more important, his team would know. I was trying to relay this concern. That's what was sent here.

(Whereupon, Plaintiff's Exhibit 95 was marked for identification.)

Q. I'm showing you what's marked as Plaintiff's Exhibit 95. Have you seen this text message before?
A. Yes, sir, this is between myself and

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Dr. Noffsinger.
Q. All right. Has any part of this text message been altered in any way?
A. No, sir.
Q. Okay. True and accurate copy of the text chain for these two pages?
A. Let me -- yes, sir, it appears to be. This is the text that I was referring to. He was very upset, but there were --
Q. All I want to know: Is that a accurate copy?
A. You asked if that's a true reflection of the text chain.
Q. No, no, I'm not. I'm asking are those two pages accurate in terms of being those are the exact copies you provided to my firm?
A. I didn't provide them to your firm. My attorney did. There are other things that coincided with this text string. I just want to be clear about that. There were texts. I was not simply responding to Dr. Noffsinger at 4:00 a.m. for my own enjoyment. There were other texts that came through the text that

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preceded this that are part of our text chain. I want to be specific on that.
Q. I understand there were some context. I didn't want to include all 400 pages as part of the exhibit today. I think that was reasonable.
A. But his concerns, his requests, his frustration about the letter, this response is directly in relation to are not included in Exhibit 95.
Q. What letter are you referring to?
A. Plaintiff's Exhibit 50 -- I'm sorry. Not letter, the email.
Q. Okay.
A. Plaintiff's Exhibit 50 is in response and to support his concerns, which I respond to his concerns in Plaintiff's Exhibit 95. But there are other documents that go along with this that show his texts, his communication, that are part of this that are directly in front of this and included in the documents.
Q. I understand. I'm showing you what's previously marked as Plaintiff's Exhibit 53.

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A. Yes, sir.
Q. Have you seen this document before?
A. Yes, sir, I have.
Q. What is this document?
A. This was an early iteration of our Physician Services Employed Medical Group Coding on a policy.
Q. And if you'll look, you'll see on the Statement of Policy, there is a bullet point that is in dark black that says "nonpass"?
A. Yes, sir.
Q. Underneath that, do you see where there are four bullet points that are just a white circle?
A. Yes, sir.
Q. With a black outline. Do you see on the first nonpass, "We," which I assume is Cullman Regional Medical Center, "will have the physician meet with our in-house coder and office manager for reeducation."
Are you the office manager that would meet with him for this reeducation?
A. No, sir. I'm executive director of

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physician services. I'm not the office manager.
Q. I'm making sure I get the titles. It seems some of these titles change even as the job doesn't necessarily change. I'm not trying to belittle any job title. I'm making sure I understand the policy.
A. Yes, sir.
Q. Just so I'm clear. And then on the second nonpass, it says they will meet with outside party plus the VP of physician relations, plus be required to take an online coding course, reaudit in two weeks. Are you the VP of physician relations that would be involved in this second bullet point? Am I understanding that correctly?
A. I'm not the VP of physician relations.. Lisa Courtney was in that role at this time, and by this time, I mean when this document was initially created. I'm assuming. I believe she was in that role. I was not here yet, but I believe she was the person in that role. She was the VP of physician relations

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when I arrived in April of 2021.
And so at that point when it was written, it would have been her. However, as you talked about, the titles and roles have changed. This document is in the process of being updated, but I would have been the person to have met with them in lieu of Lisa Courtney.
Q. Okay. I'm showing you what is marked as Plaintiff's Exhibit 96. Pass that to Robert.
A. Yes, sir. Yes, sir.
(Whereupon, Plaintiff's Exhibit 96 was marked for identification.)
Q. Thank you. Have you seen this email chain before?
A. Yes, sir.
Q. What's this about?
A. This is about charges that have not been completed in a timely manner, and it looks like this is an additional notice of the delinquency. Looks like these are Dr. Noffsinger's charges, and these are things that have gone beyond even seven days, and they

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still can't drop the charges because his notes and/or encounter levels have not been finalized.
Q. Did you discipline Dr. Noffsinger in any way in response to this charge lag?
A. I would have communicated to Dr. Noffsinger the need for them to be done, but Dr. Noffsinger was not formally disciplined.
(Whereupon, Plaintiff's Exhibit 97 was marked for identification.)
Q. Okay. Thank you. I'm showing you what is marked as Plaintiff's Exhibit 97. This really just -- I'm referencing -- this appears to be an audit that occurred sometime at least -- some sort of audit that occurred for Dr. Noffsinger in the fall of 2021. Does that sound familiar to you?
A. Yes, sir. He had two audits.
Q. Did you attend -- were both audits in 2021?
A. Yes, sir, that I'm aware of. He may have had more before, but I'm aware of two in

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2021.
Q. Were there two meetings with Dr. Noffsinger about those two audits?
A. I attended the meeting following his second audit, his reaudit. His manager, Stacy Graves, would have gone over the results of the first audit, and he and I talked about some of those first audit results. But that was a very preliminary small audit sample, and so there wasn't a lot to discuss.
Q. Do you know when the first meeting occurred?
A. No, sir, I don't have that date. I wasn't in that first meeting.
Q. When was the second meeting, best you recall?
A. February of '22.
Q. Okay. But you did not attend the first meeting whatsoever?
A. No, sir, I did not go through those documents with him.
Q. All right. I'm showing you what's previously marked as Plaintiff's Exhibit 61.

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Have you seen this document before?
A. Yes, sir.
Q. And in that document, is that email from Lisa Courtney at the top?
A. Yes, sir, that's from Lisa Courtney to me.
Q. And that's a forward to you?
A. Yes, sir.
Q. Did Ms. Courtney type, "Get on him, please"?
A. Yes, sir.
Q. Did you get on Dr. Noffsinger -- first of all, are we referring to Dr. Noffsinger when we say "him"?
A. Yes, sir.
Q. And what did you do to get on him is the first question, and with a little bit of a compound, and what did you get on him about?
A. This email string is about, again, missing documentation for his notes that we need to be able to drop and file claims. It looks like this initiated from Tammy Waters. I don't know if her official title is biller or

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coder, but Tammy works with our billing department on primary care claims. And in this, the initiated part of the email, Tammy said something to Stacy Graves, practice manager, and Chasity Stephens, which is the billing manager, that says there's whole slew of claims through December, December 16th, that are still missing documentation, and we can't drop those claims. Chasity has forwarded that to Lisa to say this is pitiful. These are part -- these are running up our numbers. Lisa is saying, "Get on him, please," please ask him to do his charges, which I would have done.
Q. Do you recall what you did to get on him?
A. I would have had a conversation with him.
Q. Did you warn him he would be disciplined in any way?
A. I'm going to go ahead and say this. We can keep asking, but I'm going to go ahead and say we did not formally discipline Dr. Noffsinger with me. I know that there

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seems to be this concept that he needed to be following a formal disciplinary action, a formal disciplinary process. That wasn't the case. We really worked amiably and tried to communicate and collaborate with him while I was here. There were times that was really difficult. There's times he was a delight. Most of the time was difficult. But there were times he was a delight. But there was not a formal discipline with that. I worked with him to say, "Will you please do your charges? We can't do our notes."

It would have been something like that.

Q. Yes, ma'am. I understand you're frustrated with the fact I have to keep asking that question, but it is part of my job.

A. I understand.

Q. So please don't get irritated with me. I'm simply doing my job for my client.

A. I understand that. It's just --

Q. We'll keep going. We have a lot more to go through.

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A. Okay.

Q. But this is a good time to ask do you need a break of any kind?

A. No, sir.

MR. ARNOLD: Does our court reporter need a break?

Robert?

MR. LOCKWOOD: You know, I do. I need to use the restroom.

MR. ARNOLD: Let's take one. We've gone an hour and a half.

Q. (By Mr. Arnold) We've returned from a short break, Ms. Land. Is there any part of your testimony you wish to change?

A. No, sir.

Q. You mentioned a Dr. Morgan. What is his full name?

A. John Morgan.

Q. What is his practice?

A. John Randolph Morgan, Family Practitioner.

(Whereupon, Plaintiff's Exhibit 98 was marked for identification.)

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Q. I'm showing you what's marked as Plaintiff's Exhibit 98. Have you seen this email before?

A. Yes.

Q. Actually, I think it's two emails. I'm sorry. I didn't mean -- I don't know why it printed like this. Are these true and accurate copies of correspondence that's identified herein?

A. I believe.

Q. Any reason to think --

A. No, sir.

Q. To reason to think it's been altered or changed in any way?

A. No, sir.

Q. I'm showing you what's previously marked as Exhibit 62. I would bring this to your attention. A few minutes ago, you said you attended a meeting with Dr. Noffsinger about an audit in the past; is that right?

A. I attended the February audit meeting with Dr. Noffsinger, yes, sir.

Q. Okay. Where was that meeting held?

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A. It was held in the practice in the break room.

Q. Who attended the meeting besides you and Dr. Noffsinger?

A. Stacy Graves, and I believe Tammy Waters, who was our billing coding person.

Q. And was that -- was that audit that we've seen an exhibit produced about 600 plus pages, is that the audit you-all reviewed in February?

A. Yes, sir. That February meeting reflected the audit results we got back from October. We got those back mid to late December, yes, sir.

Q. Just to be clear, I'm showing you what's previously marked as Plaintiff's Exhibit 63. This is only the first five or six pages of the audit for the sake of the environment.

A. Yes, sir.

Q. Is this the audit you're referring to you reviewed with Dr. Noffsinger in February of 2022?

A. Yes, sir.

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Q. Do you recall -- I guess there was -- I'm paraphrasing a little bit for brevity. Was there essentially an effort to set up the meeting, share the results with him beforehand, and discuss with him? Was that how that went down, or do you know? It's okay if you don't.
A. I don't remember the specifics of how it was set up other than like we were like, "Hey, this still hasn't been done. Let's make sure we sit down and have the meeting with him." Then we all sat down and had the meeting.
Q. Just to confirm, Ms. Courtney did not attend the February review of the audit?
A. Correct. She was not in attendance.
(Whereupon, Plaintiff's Exhibit 99 was marked for identification.)
Q. I'm showing you what is marked as Plaintiff's 99. Have you seen this email and what I believe to be -- what I believe to be based on the production the attachment to this email before?
A. Yes, sir.

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Q. It is Bates stamped 2376 and 2378, the attachment that's referenced on 2375?
A. Yes, sir.
Q. Who wrote the attachment, the last three pages of the exhibit?
A. Based on the email from Chasity, Tammy Waters would have been the person who created Bates stamp 2376, 77, and 78.
Q. Did you have any input into drafting this document, or is this just something Ms. Waters created to guide the meeting?
A. I did not have any input. Ms. Waters just did it to help us.
Q. And there are four people at this meeting, but who led the meeting?
A. It was very collaborative. We had the full audit information as well as this document, and I don't remember the exact specifics. But those meetings generally go where you sit down. You give a very specific example, and then it becomes very collaborative. So I'm sharing something with you. Then, as the physician, you would look at it and start asking questions. And the coder would be able to give feedback. I can see where this is and code, whatever. They worked very well together in that meeting.
Q. That meeting was held on February 28th? Is that your recollection?
A. Sounds very close to that.
Q. The text says, "Tammy prepared the attached document for our meeting with Dr. Noffsinger Monday," and then the email is sent on Friday, February 25th. So doing the math --
A. That sounds correct.
Q. -- that would be February 28, 2022?
A. Yes, sir. That sounds -- again, give or take a day, but that sounds right.
(Whereupon, Plaintiff's Exhibit 100 was marked for identification.)
Q. I'm showing you what is marked as Plaintiff's Exhibit 100 which is an excerpt from the text message produced. Is that a text chain with you and Lisa Courtney on February 28, 2022?

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A. Yes, sir.
Q. Is that a true and accurate copy of the text chain?
A. Yes, sir.
Q. And the text that's on the left -- on the right that's a little a brighter bubble than the darker text on the left bubble, did you write the text on the right side?
A. Yes, sir.
Q. And that would be true for both pages?
A. Yes, sir.
Q. I'm showing you what is marked as Plaintiff's Exhibit 67. Have you seen this document before?
A. Yes, sir.
Q. Is this a true and accurate copy of the produced documents that are Bates stamped 2387 through 2391?
A. I believe so.
Q. Let me ask a little bit -- there's an email that I believe you wrote at the bottom of the first page, 2387, about dictation support. Do you see that?

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A. Yes, sir.
Q. Did you write that text?
A. Yes, sir.
Q. What is the Dictation Support Pilot. Help shed some light on that for me, please.
A. Yes, sir. We were going to pilot a program called Dax, D-A-X. This particular tool was AI based and worked very similar to how our phones work if you're on dictation mode in that it would, in a way, dictate a conversation. But through AI, it also contextualized the conversation meaning as a physician walked into an exam room with a patient that I could get the patient's permission to record our visit to be able to help me with my notes. When you did, you pushed a button on an iPod. And then it truly contextualized the conversation.

So if you walked in as a patient, you could say, "Hey, yeah, I've got this problem with my leg," or, you know, things like that. And then the doctor could speak back and say, "Tell me where it is," whatever. The end

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result did not come back as this verbatim dictation. Instead, it came back as AI generated version of a note that was very robust. So it was almost a SOAP note type format.
Q. What is a SOAP note?
A. It's a note that a physician would use. It is a note that physician would use. It has the symptoms, the observations, all of those things that are in the exam. So it basically encompassed what would be a very good, robust medical note, but it contextualized including the followup and plan.

So we were willing and did roll this out to some physicians, but I was offering it. I needed some data. To go along with this pilot, we wanted to know what the charge lag was before we rolled this pilot out and then after to see if there was truly an improvement because it was very expensive per physician to do it. Each person got a license.
Q. Did Dr. Noffsinger participate in this pilot?

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A. He was offered to. He was one of the physicians who I desperately wanted to be able to do it because he always had charge lag issues, but he was self choosing. He would spend Fridays and Saturday and Sundays kind of catching up on his notes sometimes for the week or a couple weeks before. So he was one of the first physicians I went to and offered this particular pilot to. However, he declined. He told me he did not want us listening in to his exams. He did not want that to be done. So he declined and refused to participate.
Q. Did the pilot then become -- did you-all take the pilot and make it a product for the whole hospital or clinic itself?
A. Because of the cost, it only made sense to do it truly on the pilots for physicians who had really high volume or really complex things. We did roll it out for a couple physicians who did use it, and, today, we have a version of that that is actually integrated with our new electronic medical record.

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(Whereupon, Plaintiff's Exhibit 101 was marked for identification.)
Q. I'm showing you what is marked as Plaintiff's 101. Have you seen this document before?
A. Yes, sir.
Q. Is this one of the text messages that you located and provided to your attorney?
A. Yes, sir.
Q. And did you write the text message on, I guess, the right side of the page that basically takes up the bulk of the picture?
A. Yes, sir.
Q. And reading the text here, explain what Dr. Noffsinger understood about maintaining equity. Sounds like there's some context that's not in the text messages at all. Would you explain what you mean by whatever you wrote here, if you remember?
A. I would need to see text messages before and after if there's anything, but I believe this is referring to the -- to his request for his medical assistant to have a pay

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increase, and while she didn't necessarily have a lot of years of experience, he was saying, "Hey, she's keeping up with me, keeping up with my volume. This is really important."

He had asked me, and I don't remember if this is the specific one, but he had asked that we consider an equity increase or increase for her. And I was saying we have to be equitable across the practice and the market with all of our employees. I can't just give her a zillion dollars or whatever. That's what I believe it's referencing.

Q. Okay.

A. I was letting Stacy know he and I had talked. We talked through what an increase would look like.

Q. Out of all these text messages you produced, certain things have been -- you mentioned there's a lack of context on some of these. You understand I have not received all the text chains. Some of these text messages are you, and some of them don't have anything to do with Dr. Noffsinger at all; is that

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right?

A. Correct.

Q. If I'm getting -- you've picked and chosen which texts I get. So if something is not in context or you're saying something is missing, that also can be up to you by what I've seen; is that right?

A. Yes, sir, that could be. But I did very specifically go through, and anything -- I looked above, below, to try to include anything that was of reference. If I could tell it was of reference to Dr. Noffsinger at all even if it didn't name him specifically, I did provide you with that, yes, sir.

Q. I'm just trying to make sure I understand. If something is out of sequence in these text messages, it's because it's information you chose not to give me because it was not related to the lawsuit? For example, if this bubble that you see at the top right under Stacy's name has to do with the two of you-all picking up a cup of coffee for the other person, you didn't give me that, correct?

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A. Correct.

Q. Because you and Ms. Graves talk about many things not necessarily about the practice or even it was not about the practice about Dr. Noffsinger?

A. Correct.

Q. I'm showing you what is previously marked as Plaintiff's Exhibit 68. Have you seen this email chain?

A. I have, yes, sir.

Q. And I know you know the question is coming, but what spreadsheet are we referring to in the middle of that, Ms. Donaldson is talking about in the middle of this page?

A. I wish I knew, but we do not. We have all gathered. We don't know what this is alluding to.

Q. Did you assist in the assembling of the document production in this case in any way aside from the text messages that were provided yesterday?

A. It's been a long time since we were originally requested that. I feel like I would

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have gone through, and I would have provided everything I had. But I think he may have pulled something, but I don't recall. I'm sorry.

(Whereupon, Plaintiff's Exhibit 102 was marked for identification.)

Q. I'm showing you what is marked as Plaintiff's Exhibit 102. Have you seen this text message screenshot?

A. Yes, sir.

Q. Is this a true and accurate copy of the screenshot?

A. Yes, sir.

Q. And I'm showing you what's previously marked as Exhibit 71. I'll represent to you you do not appear on this email or the attachment, but I would like to know on the second page, did you assist in any way in creating a document that's Bates stamped 2320?

A. Not that I recall.

Q. Do you recall any meetings that have to do with the topics on these talking points with Ms. Courtney?

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A. Yes.
Q. How many meetings did you have with Ms. Courtney on these topics?
A. I don't necessarily remember a formal specific meeting, but I would have gotten guidance from Lisa either verbally, via text, whatever, to start working -- not necessarily this -- the bullet points that are on this document are not exactly what ended up being final actions. These were proposed is my understanding. But we did iterations of this, and I would have worked -- I would have worked towards whatever that final solution was once it was determined and blessed by administration.
Q. Did you make -- I understand you were present when Ms. Courtney made -- strike that.
MR. LOCKWOOD: Object to form.
Q. (By Mr. Arnold) You were present during Ms. Courtney's deposition, and you heard her testify about the decision was made to terminate Dr. Noffsinger by herself, and I believe what I recall reading, hearing and

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reading, Mr. Clements and Ms. Donaldson; is that right?
A. Yes, sir, it would have been a group position through our administrative team being Lisa Courtney, Nesha Donaldson, and James Clements.
Q. That was not a decision you made?
A. I was not present for that.
Q. You just provided information?
A. Yes, sir.
Q. Going back to that document, how many meetings did you have leading up to the creation of these talking points that you had with Ms. Courtney?
A. Lisa would have returned on this date. So we would not have had any meetings leading up to it. She would have hit the door running and having to provide and communicate these things, and so I did not text or bother her while she was away in Italy. I wanted her to have a vacation. We didn't talk about these things. She would have done this on her own.
Q. You testified earlier and you were --

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you can correct me. I believe you had meetings with -- testified about a meeting with Mr. Clements and Ms. Donaldson related to some of these topics about financial concerns. Was that before -- just so I'm clear, that was before Ms. Courtney returned from her vacation?
A. Yes, sir. I was only there because Lisa was not present.
Q. During those meetings. Did Mr. Clements suggest, imply, or say, "We're terminating Dr. Noffsinger"?
A. No, sir.
Q. During any of these meetings before Ms. Courtney returned, did Mr. Clements or Ms. Donaldson imply directly say or explore the idea of terminating Dr. Noffsinger?
A. Not that I recall.
Q. I'll show you what's previously marked as Exhibit 72 which is a composite exhibit regarding RVUs and bonuses for Dr. Noffsinger. Just take a look at it, and just confirm these are accurate pages. And I have a few questions.

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A. Yes, sir, they all appear accurate.
Q. Are there -- during the timeframe of June 2021 through June 2022, did you calculate RVU bonuses for any of the other internists?
A. Not that I recall. They had not been there that amount of time. At one point, it was just Dr. Noffsinger. But they had not been there very long. So, again, they were building up their practice.
Q. Likely weren't having any bonuses at that point because they were new to the practice?
A. Yes.
Q. More than likely new to the Cullman area?
A. Yes, sir, that's correct.
(Whereupon, Plaintiff's Exhibit 103 was marked for identification.)
Q. I'm showing you what is marked as Plaintiff's Exhibit 103. Have you seen this document before?
A. Yes, sir.
Q. And what is this document?

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A. This is -- I'm going to call it an email of understanding or per our conversation I had with Nicole Mangum who is a nurse practitioner at primary care at that time regarding her outstanding charges as well as what appears to be her time and attendance issues.

(Whereupon, Plaintiff's Exhibit 104 was marked for identification.)

Q. All right. I'm showing you what is marked as plaintiff's 104. Have you seen this document before?

A. Yes, sir.

Q. And I'm asking -- I've just got some questions about the vocabulary on this one. If you'll look at the email at the top, it appears to be written by you on June 16 at 8:28 a.m.; is that right?

A. Yes, sir.

Q. It says, "Toletha has also blocked Dr. Noffsinger's schedule," and I want to know what blocking a schedule means.

A. Blocking a schedule means we are -- we

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have either -- we place a block on a schedule if there's nothing there. It just makes sure that nothing else can be scheduled there. If there were already patients scheduled there, it displaces those patients. Someone would need to go work a report to get those patients scheduled to other places. At this point, it looks like Dr. Noffsinger's was already gone.

Q. Okay.

A. So we would have --

Q. This is just managing the patient --

A. Yes.

Q. -- changeover after his termination?

A. Yes, so we don't keep adding patients on. Not everybody necessarily knew. We were trying to communicate out he is not here, and we've got to speak with these patients to help them know what their options are. And then they can decide where they want to go for care.

Q. Can patients schedule an appointment online without talking to anybody at the primary care clinic?

A. At one point, they could. At one

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point, they could. We had a portal. We do not now. We still have a portal. At one time, we had a portal for Experian where a patient could go online and schedule directly with a physician and whether it was a physician they had already seen or not. Now, we do not. I can't remember. Timing wise, I can't remember at this point.

Q. I'm trying to make sure, when we're blocking the schedule, we're just making sure -- this is just reorganizing the patient care load for the people already scheduled for Dr. Noffsinger and making sure nobody can fill up that time. I guess this is -- let me rephrase the question. Is this managing the patient load post termination for Dr. Noffsinger's patients so they don't schedule for a doctor who won't be present?

A. Yes.

Q. I'm showing you what was previously marked as Plaintiff's 76. That one is front and back. I made a mistake making copies of. I'm saying that for the court reporter because

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she's got to make the copies of them. Have you seen this document before?

A. Yes, sir.

Q. Is this a true and accurate copy of the document?

A. Yes.

Q. And the text that's in there, that appears to be authored by you correct and accurate?

A. It appears so.

Q. I'm showing you what is previously marked as Plaintiff's Exhibit 81. Have you seen this document before?

A. Yes, sir.

Q. Did you assist in the creation of this document back in September of 2022 or during that timeframe?

A. I don't recall.

Q. Did you ever meet -- I don't want to know about the communications. But did you meet with Colin Luke to help assist him in creating this document?

A. I don't recall.

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Q. No recollection?
A. I don't.
Q. Excuse me. John Park is the one who authored this letter. Did you meet with Mr. Park to help create this letter?
A. I've met with Mr. Park once. I don't remember if it was about this. I don't remember anything.
Q. When did you meet with Mr. Park?
A. I don't recall. I remember I met with him at HR about an issue. That's all I remember. I don't remember if it was this year or not. I don't feel like it was this year.
Q. What is the iOrder system. I'm not sure I understand that from a previous deposition.
A. IOrder was a beta test we did with an outside vendor. It had been in process. The idea was that orders would be bridged. I talked about our electronic medical record not being the same thing that the hospital was on. So the concept was that iOrder would bridge between our, then, clinic electronic medical

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records. Documents would come over to this external something and then loop through the lab and/or radiology's systems with those orders, making it a little more streamlined.
The process was incredibly cumbersome where everything was coming -- all the orders were being sent to these shared files. People were having to work through them. They weren't named. And same thing, results weren't coming back. So we would see staff sorting through stacks and stacks of results trying to get all of patient A's stuff together and B and so forth. It was just really a cumbersome process. iOrder, the concept was the process was it would take the information, pull it into the hospital system in order to route back to become discrete data within our own electronic medical record so that we could have a more efficient, less paper-driven process, even though we had multiple sources for our patient information.
Q. I think I've got a better idea. Is this another AI sort of product?

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A. It wasn't AI, but it was an external group that apparently had been contracted with, maybe even before Covid. When, I'm not sure. They said, "This thing has been languishing. Go forth and make it happen."
Q. Were you present at the termination meeting for Dr. Noffsinger?
A. No, sir.
(Whereupon, Plaintiff's Exhibit 105 was marked for identification.)
Q. I'm showing you what is marked as Plaintiff's Exhibit No. 105. These are a text message excerpt from -- is this between you and Ms. Courtney?
A. Yes, sir.
Q. Is this a true and accurate copy of the text messages on these two screenshots?
A. Yes, sir.
Q. Based on the way it's cut off, is there anything missing that would otherwise make this out of context?
A. No, sir.
(Whereupon, Plaintiff's Exhibit 106

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was marked for identification.)
Q. I'm showing you what is Plaintiff's 106. This is a one-page screenshot. Is this your text? Have you seen this document before?
A. Yes, sir, it is my text between myself and Lisa Courtney.
Q. And do you have a date of this text? I couldn't tell from the preceding or subsequent emails produced in the sequence I got.
A. No, sir, I don't know the date. I don't know the date, but I do remember that. Like, I remember the situation.
Q. What was the situation?
A. This was just we had a really good day. Dr. Noffsinger was very helpful. I got to let another physician know that we're getting a bonus. It was just a nice, nice day.
Q. Okay. Is this a true and accurate copy of the screenshot that was produced to my office?
A. Yes, sir.
MR. ARNOLD: Give me just a few more

minutes. I may be wrapped up. Give me just a few minutes.

THE WITNESS: Okay.

MR. ARNOLD: I have no further questions.

MR. LOCKWOOD: No questions. We're done.

(Deposition concluded at 11:32 a.m.)

CERTIFICATE

STATE OF ALABAMA)
JEFFERSON COUNTY)

I hereby certify that the above and foregoing deposition was taken down by me on Computerized Stenotype, and the proceedings herein were transcribed by me, and that the foregoing represents a true and correct transcript of the deposition given by said witness upon said hearing.

I further certify that I am neither of counsel, nor of kin to the parties in the action, nor am I in anywise interested in the result of said cause.

_____

Dena Campbell, CCR
CCR #34, Expires 9/30/25
Commissioner for the
State of Alabama at Large
Commission Expires: 5/9/26

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2026 Mar-05 AM 10:00
U.S. DISTRICT COURT
N.D. OF ALABAMA

Evid to Motion for Summary Judgment - Exhibit 42

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION

HANSEL NOFFSINGER,

PLAINTIFF,

V. **Civ. Act. No.: 5:24-cv-900-LCB**

CULLMAN REGIONAL MEDICAL CENTER, INC.,

DEFENDANT.

NOTICE OF TAKING OF DEPOSITION

To: Robert Lockwood

PLEASE TAKE NOTICE that on Wednesday, October 22, 2025, to commence at 9:30 a.m., at Cullman Regional Medical Center, 1912 Alabama Highway 157, AL 35058,[1] Plaintiff will take the deposition of **Schinley Land** upon oral examination by stenographic and/or video means before a notary public, or before some other officer authorized by law to administer oaths.

Allen D. Arnold
Counsel for Plaintiff

[1] Professional Office Building 1, Room 225



CULLMAN REGIONAL

POSITION CONTROL FORM

Employee Information

Data Type: Other Badge Number: 8889

First Name: SHAHDEEN Middle Name: S Last Name: ALAM

Address: [redacted] City: [redacted] State: AL ZIP: [redacted]

Current Department: Current Title:

Birth Date: [redacted] Phone: [redacted]

Current FTE: Effective Date:

EFFECTIVE DATE MUST BE BEGINNING OF PAY PERIOD

Department Unit Name: PRIMARY/FAMILY CARE CLINIC Department Unit: 190

Job Title: PHYSICIAN Position: 19023 ☐ **Check if New Position**

New FTE: 1 Annual Hours: 2080 **BASED ON THE NEW FTE SELECTION**

Hours Per Pay Period: 80 Employee Status: FT

Overtime Method: Exempt Day Evening Night: Days (8 hour shifts)

Department Director Unit Manager: Schinley Land Date Requested: 7/6/2021

Comments:

Approve Reject:

HR Comments:

HR Portion Only

Rate Hr:$ 168.27 Rate Yr:$ 350,001.60 Job Code: MD New Job Code: MD

Grade: Min:$ Mid:$ Max:$

Shift Code: Day Evening Night: 4 Date Of Hire: 6/28/2021 New Position #: [redacted]

PLAINTIFF'S EXHIBIT 91



Cullman Regional Medical Group among the state's Top 5 Primary Care Services

November 7, 2023 | (https://www.facebook.com/sharer/sharer.php?u=https://cullmanregional.com/cullman-regional-medical-group-among-the-states-top-5-primary-care-services/) (https://twitter.com/intent/tweet?

PLAINTIFF'S EXHIBIT 92

text=https://cullmanregional.com/cullman-regional-medical-group-among-the-states-top-5-primary-care-services/) in (http://www.linkedin.com/shareArticle?mini=true&url=https://cullmanregional.com/cullman-regional-medical-group-among-the-states-top-5-primary-care-services/) ✉ (mailto:?subject=Cullman Regional Medical Group among the state's Top 5 Primary Care Services&body=https://cullmanregional.com/cullman-regional-medical-group-among-the-states-top-5-primary-care-services/)

Cullman, Ala. — Cullman Regional Medical Group is ranked among the state's Top 5 Primary Care Services (https://www.healthcarebusinessreview.com/cullman-regional-medical-center) by Healthcare Business Review, a national business and technology magazine focused on the healthcare industry.

Cullman Regional Medical Group is the hospital's rapidly growing employed physician network, which is on track to add 23 new physicians, four of which are primary care providers, by the end of the year.

According to Healthcare Business Review, a growing demand for primary care is being fueled by an aging population, increasing chronic disease prevalence, and a greater emphasis on preventive care. Combine these factors with the significant population growth in Cullman and local access to physician care can become a challenge.

"All of our Medical Group clinics have been working really hard to provide high-quality care in a seamless and convenient way," said Lisa Courtney, Cullman Regional vice president of physician services. "We've added online appointment scheduling, a sophisticated electronic health record system, a dedicated call center, and recruited top doctors from around the country."

Cullman Regional Medical Group's award-winning primary care team includes three separate physician clinics. Two have recently relocated to accommodate a growing patient population and to better meet patient expectations. The Internal & Family Medicine Clinic and Pediatric Clinic new location is on the hospital campus in Professional Office Building 3 on the ground floor.

"We went from an 11,000 square foot clinic to more than 17,000 square feet," said Schinley Land, executive director of physician services at Cullman Regional. "I think patients are really going to appreciate all the things we're doing to make their experience with us even better."

The third Cullman Regional Medical Group primary care clinic is located at the hospital's outpatient medical campus on Hwy. 31 in Hartselle.



PATIENT CARE (HTTPS://CULLMANREGIONAL.COM/PATIENT-CARE/)

Patient Portal (https://cullmanregional.com/?page_id=466)

Patient Information (https://cullmanregional.com/patient-care/patient-information/)

Pay My Bill (https://cullmanregional.com/patient-care/pay-my-bill/)

Financial Services (https://cullmanregional.com/patient-care/financial-services/)

Price Transparency (https://cullmanregional.com/patient-price-list/)

Machine-Readable Price Transparency File (https://cullmanregional.com/wp-content/uploads/2025/01/631058174_cullman-regional-medical-center_standardcharges.csv)

Medical Records (https://cullmanregional.com/patient-care/patient-information/medical-records/)

During Your Stay (https://cullmanregional.com/patient-care/during-your-stay/)

Visitation (https://cullmanregional.com/patient-care/visitation/)

Send a Patient an E-Card (https://cullmanregional.com/send-patient-e-card/)

DAISY Award Nomination (https://cullmanregional.com/daisy-award-nomination/)

PHIL Award Nomination (https://cullmanregional.com/phil-award-nomination/)

COMMUNITY (HTTPS://CULLMANREGIONAL.COM/?PAGE_ID=48)

Wellness Programs (https://cullmanregional.com/?page_id=112)

Classes (https://cullmanregional.com/community/classes/)

Event Calendar (https://cullmanregional.com/community/event-calendar/)

News & Public Relations (https://cullmanregional.com/about/news/)

Healthcare Blog (https://cullmanregional.com/community/healthcare-blog/)

Community Health Needs Assessments (https://cullmanregional.com/community-health-needs-assessments/)

Volunteer Programs (https://cullmanregional.com/?page_id=666)

ABOUT (HTTPS://CULLMANREGIONAL.COM/ABOUT/)

Volunteer Programs (https://cullmanregional.com/?page_id=666)

Hospital Conveniences (https://cullmanregional.com/?page_id=499)

Patient Testimonials (https://cullmanregional.com/about/patient-testimonials/)

Leadership (https://cullmanregional.com/about/leadership/)

Careers (https://cullmanregional.com/about/careers/)

FOUNDATION (HTTPS://CULLMANREGIONAL.COM/FOUNDATION/)

Events (https://cullmanregional.com/foundation/events/)

Grants (https://cullmanregional.com/foundation/grants/)

Giving (https://cullmanregional.com/foundation/giving/)

LOCATIONS (HTTPS://CULLMANREGIONAL.COM/LOCATIONS/)

CULLMAN REGIONAL MEDICAL GROUP (HTTPS://CULLMANREGIONALMEDICALGROUP.COM/)

EMPLOYEE PORTAL (HTTPS://CULLMANREGIONAL.COM/EMPLOYEES/?SWCFPC=1)

PHYSICIANS PORTAL (HTTPS://CULLMANREGIONAL.COM/PHYSICIANS-PORTAL/)

(https://twitter.com/CullmanRegional)

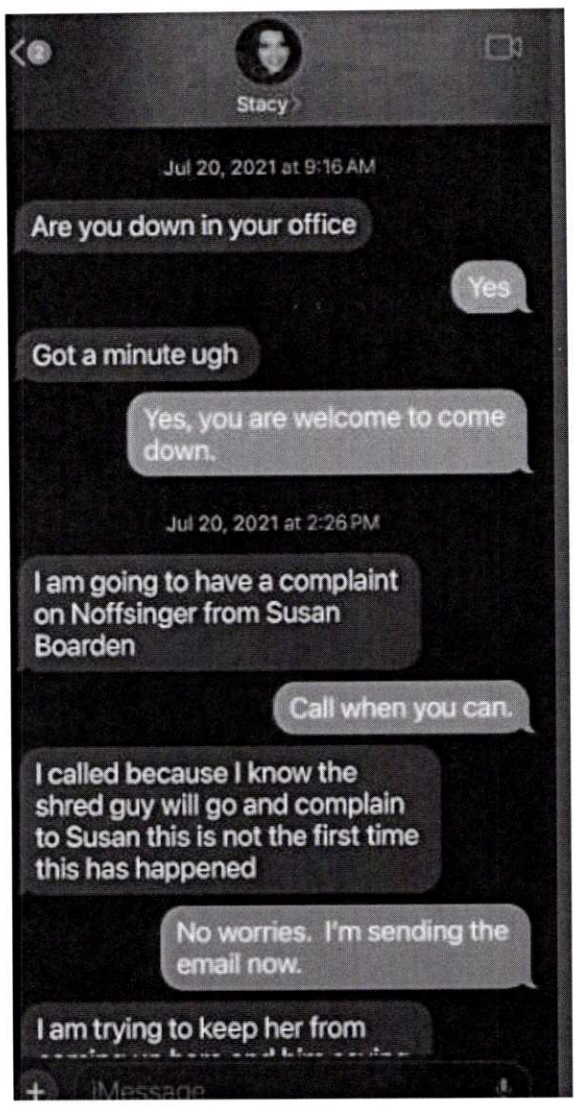
(https://www.facebook.com/CullmanRegionalMedicalCenter/)

(https://www.instagram.com/cullmanregional/)

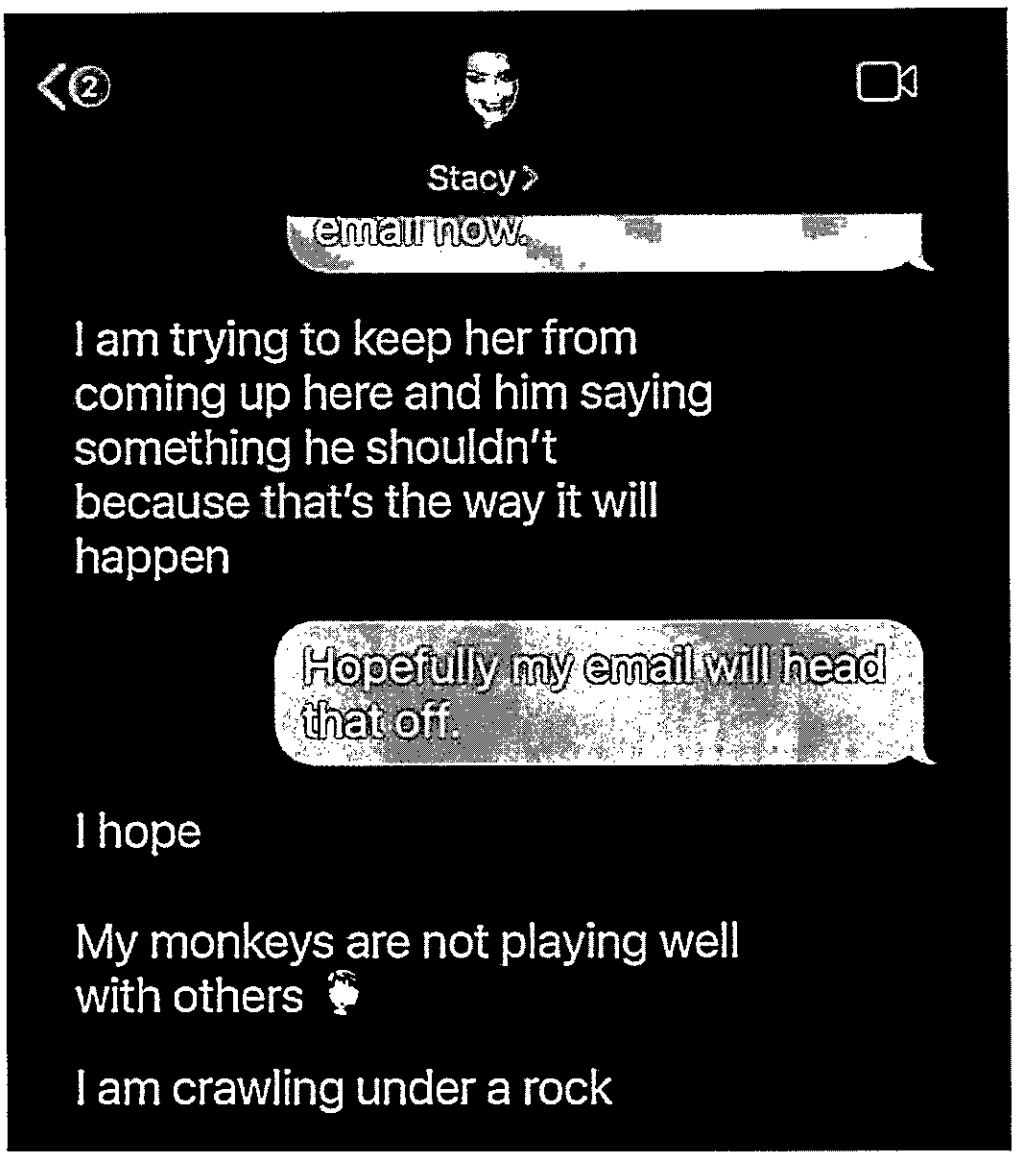
(https://www.youtube.com/user/crmchospital1/featured)

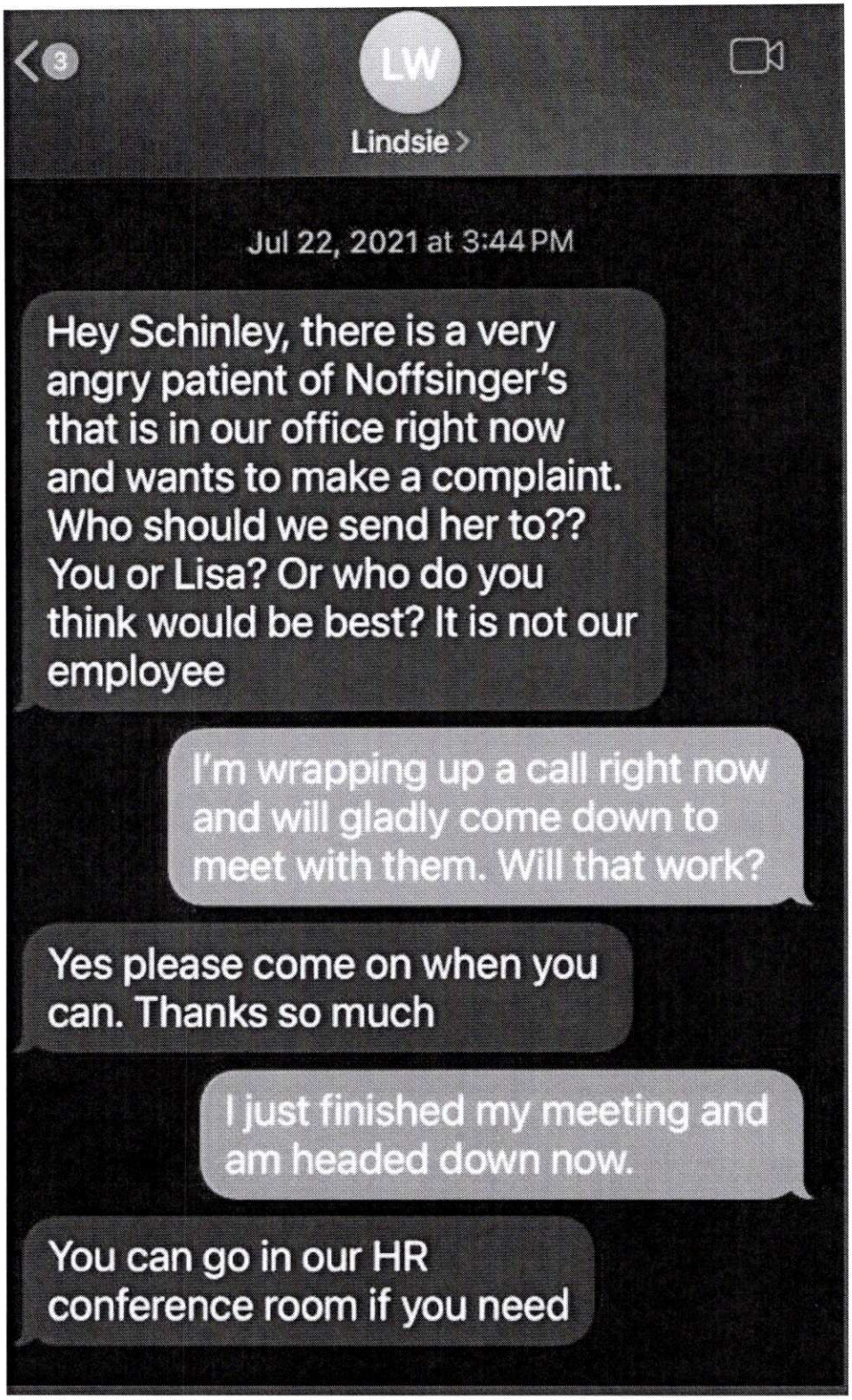
(https://www.linkedin.com/company/cullman-regional-medical-center/)

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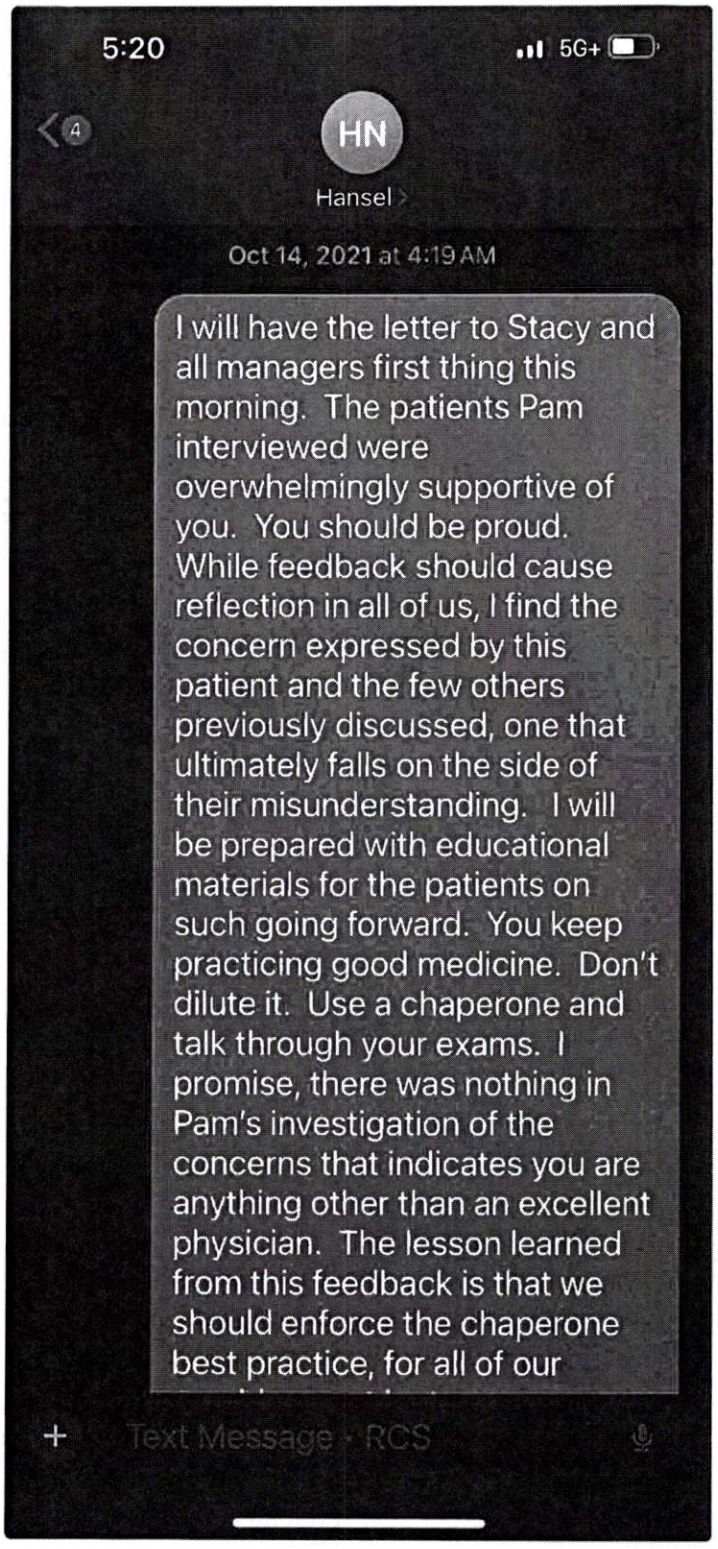

Stacy
Jul 20, 2021 at 9:16 AM
Are you down in your office
Yes
Got a minute ugh
Yes, you are welcome to come down.
Jul 20, 2021 at 2:26 PM
I am going to have a complaint on Noffsinger from Susan Boarden
Call when you can.
I called because I know the shred guy will go and complain to Susan this is not the first time this has happened
No worries. I'm sending the email now.
I am trying to keep her from
iMessage


PLAINTIFF'S EXHIBIT
93

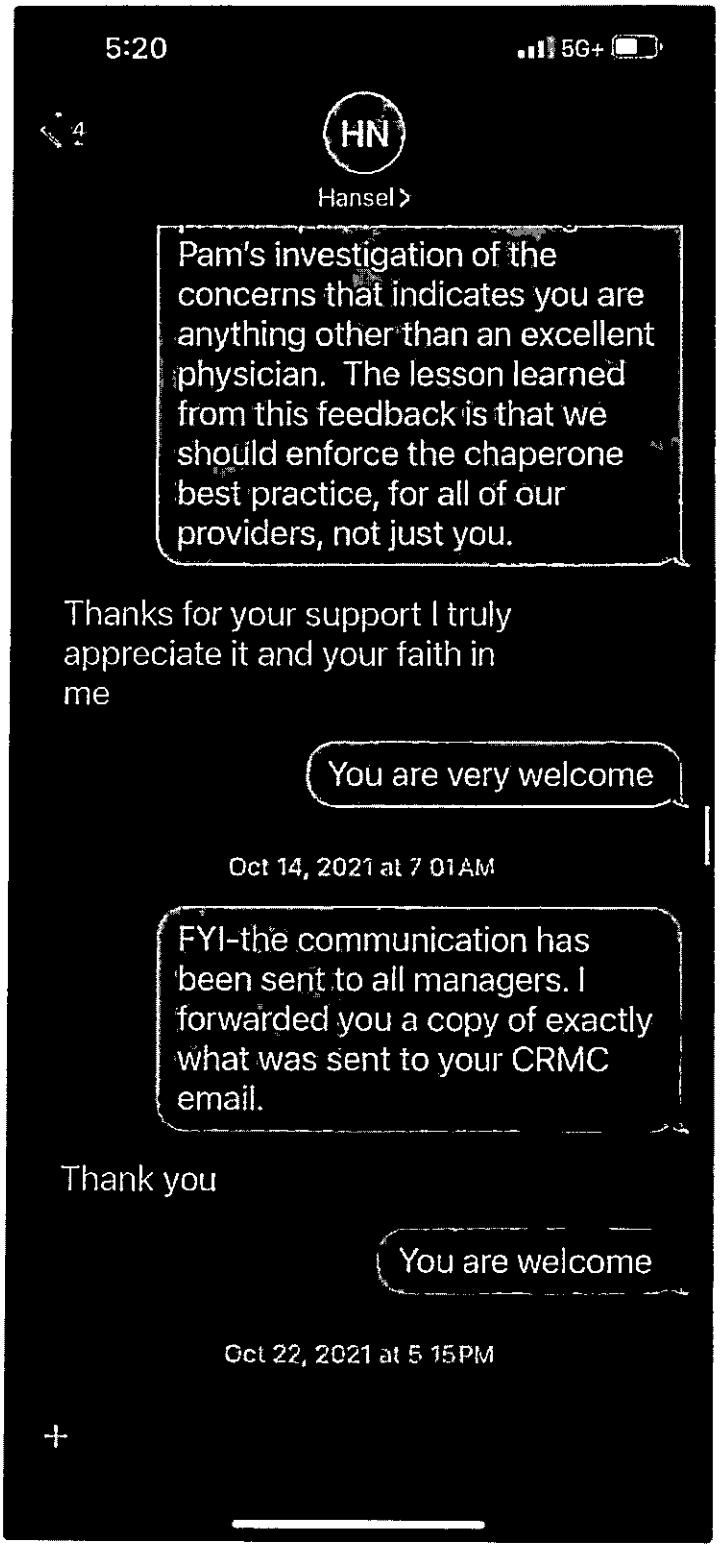

2
Stacy >
email now.
I am trying to keep her from coming up here and him saying something he shouldn't because that's the way it will happen
Hopefully my email will head that off.
I hope
My monkeys are not playing well with others
I am crawling under a rock



PLAINTIFF'S EXHIBIT 94


5:20
5G+
4
HN
Hansel
Oct 14, 2021 at 4:19 AM
I will have the letter to Stacy and all managers first thing this morning. The patients Pam interviewed were overwhelmingly supportive of you. You should be proud. While feedback should cause reflection in all of us, I find the concern expressed by this patient and the few others previously discussed, one that ultimately falls on the side of their misunderstanding. I will be prepared with educational materials for the patients on such going forward. You keep practicing good medicine. Don't dilute it. Use a chaperone and talk through your exams. I promise, there was nothing in Pam's investigation of the concerns that indicates you are anything other than an excellent physician. The lesson learned from this feedback is that we should enforce the chaperone best practice, for all of our
+
Text Message • RCS


PLAINTIFF'S
EXHIBIT
95
tabbies


5:20
5G+
4
HN
Hansel >
Pam's investigation of the concerns that indicates you are anything other than an excellent physician. The lesson learned from this feedback is that we should enforce the chaperone best practice, for all of our providers, not just you.
Thanks for your support I truly appreciate it and your faith in me
You are very welcome
Oct 14, 2021 at 7 01AM
FYI-the communication has been sent to all managers. I forwarded you a copy of exactly what was sent to your CRMC email.
Thank you
You are welcome
Oct 22, 2021 at 5 15PM

Robert Lockwood

From: Land, Schinley
Sent: Friday, September 9, 2022 8:34 AM
To: Courtney, Lisa
Subject: FW: Notes Needed-Dr. Noffsinger 2nd Notice

Follow Up Flag: Follow up
Flag Status: Flagged

-schinley

Schinley Land
Executive Director of Physician Services
Cullman Regional Medical Center
1912 Alabama Highway 157
Cullman, AL 35058
Phone: 205-213-7790

From: Land, Schinley <Schinley.Land@cullmanregional.com>
Sent: Monday, November 29, 2021 2:39 PM
To: Noffsinger, Hansel <Hansel.Noffsinger@cullmanregional.com>
Subject: Fwd: Notes Needed-Dr. Noffsinger 2nd Notice

Hey, Dr. Noffsinger, Billing sent me the list below of encounters that need notes. I know you usually complete notes over the weekend but some of these dates are greater than a week old. Please go ahead and finish the notes for these encounters. They assure me the audit info for October will be done soon so we can get this all addressed and move forward.

-schinley
Sent from my iPhone

Begin forwarded message:

> **From:** "Waters, Tammy" <Tammy.Waters@cullmanregional.com>
> **Date:** November 29, 2021 at 11:20:54 AM CST
> **To:** "Graves, Stacy" <Stacy.Graves@cullmanregional.com>
> **Cc:** "Stephens, Chasity" <Chasity.Stephens@cullmanregional.com>, "Land, Schinley" <Schinley.Land@cullmanregional.com>
> **Subject: FW: Notes Needed-Dr. Noffsinger 2nd Notice**
>
> **Second notice on the below list of notes.**
>
> *Thank you,*
> *Tammy Waters, CCA, CCS-P*
> Outpatient Coder II
> Cullman Regional Medical Group

PLAINTIFF'S EXHIBIT 96

Tel: (256)737-2154
Fax: (256)801-7626

CULLMAN
REGIONAL

From: Waters, Tammy
Sent: Monday, November 22, 2021 1:55 PM
To: Graves, Stacy <Stacy.Graves@cullmanregional.com>
Cc: Stephens, Chasity <Chasity.Stephens@cullmanregional.com>
Subject: Notes Needed-Dr. Noffsinger 1st Notice

Attending Provider: Noffsinger MD, Hansel

Sort: Priority ○ Ascending ◉ Descending

Status Date	Status	Owner	Description
11/10/2021	Coding 7-Day Review, AC: ...	TW-Pending Documentation	[redacted]
11/10/2021	Coding 7-Day Review, AC: ...	TW-Pending Documentation	
11/10/2021	Coding 7-Day Review, AC: ...	TW-Pending Documentation	
11/10/2021	Coding 7-Day Review, AC: ...	TW-Pending Documentation	
11/10/2021	Coding 7-Day Review, AC: ...	TW-Pending Documentation	
11/10/2021	Coding 7-Day Review, AC: ...	TW-Pending Documentation	
11/10/2021	Coding 7-Day Review, AC: ...	TW-Pending Documentation	
11/10/2021	Coding 7-Day Review, AC: ...	TW-Pending Documentation	
11/10/2021	Coding 7-Day Review, AC: ...	TW-Pending Documentation	
11/10/2021	Coding 7-Day Review, AC: ...	TW-Pending Documentation	
11/10/2021	Coding 7-Day Review, AC: ...	TW-Pending Documentation	
11/10/2021	Coding 7-Day Review, AC: ...	TW-Pending Documentation	
11/10/2021	Coding 7-Day Review, AC: ...	TW-Pending Documentation	
11/10/2021	Coding 7-Day Review, AC: ...	TW-Pending Documentation	
11/10/2021	Coding 7-Day Review, AC: ...	TW-Pending Documentation	
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11/10/2021	Coding 7-Day Review, AC: ...	TW-Pending Documentation	
11/10/2021	Coding 7-Day Review, AC: ...	TW-Pending Documentation	
11/10/2021	Coding 7-Day Review, AC: ...	TW-Pending Documentation	

Attending Provider: Noffsinger MD, Hansel

Sort: Priority ◯ Ascending ◉ Descending

Status Date	Status	Owner	Description
11/10/2021	Coding 7-Day Review, AC: ...	TW-Pending Documentation	[redacted]
11/15/2021	Coding 7-Day Review, AC: ...	TW-Pending Documentation	[redacted]
11/15/2021	Coding 7-Day Review, AC: ...	TW-Pending Documentation	[redacted]
11/15/2021	Coding 7-Day Review, AC: ...	TW-Pending Documentation	[redacted]
11/15/2021	Coding 7-Day Review, AC: ...	TW-Pending Documentation	[redacted]
11/15/2021	Coding 7-Day Review, AC: ...	TW-Pending Documentation	[redacted]
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11/15/2021	Coding 7-Day Review, AC: ...	TW-Pending Documentation	[redacted]
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11/15/2021	Coding 7-Day Review, AC: ...	TW-Pending Documentation	[redacted]
11/15/2021	Coding 7-Day Review, AC: ...	TW-Pending Documentation	[redacted]
11/15/2021	Coding 7-Day Review, AC: ...	TW-Pending Documentation	[redacted]
11/15/2021	Coding 7-Day Review, AC: ...	TW-Pending Documentation	[redacted]
11/15/2021	Coding 7-Day Review, AC: ...	TW-Pending Documentation	[redacted]
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11/15/2021	Coding 7-Day Review, AC: ...	TW-Pending Documentation	[redacted]
11/15/2021	Coding 7-Day Review, AC: ...	TW-Pending Documentation	[redacted]
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11/15/2021	Coding 7-Day Review, AC: ...	TW-Pending Documentation	[redacted]
11/17/2021	Coding 7-Day Review, AC:	TW-Pending Documentation	[redacted]

Attending Provider | Noffsinger MD, Hansel

Sort | Priority | ◯ Ascending ◉ Descending

Status Date	Status	Owner	Description
~~11/15/2021~~	~~Coding 7-Day Review, AC: ...~~	~~TW-Pending Documentation~~	[redacted]
11/17/2021	Coding 7-Day Review, AC: ...	TW-Pending Documentation	
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11/17/2021	Coding 7-Day Review, AC: ...	TW-Pending Documentation	
11/17/2021	Coding 7-Day Review, AC: ...	TW-Pending Documentation	

Attending Provider: Noffsinger MD, Hansel

Sort: Priority ◯ Ascending ◉ Descending

Status Date	Status	Owner	Description
11/18/2021	Coding 7-Day Review, AC: ...	TW-Pending Documentation	[redacted]
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11/18/2021	Coding 7-Day Review, AC: ...	TW-Pending Documentation	
11/18/2021	Coding 7-Day Review, AC: ...	TW-Pending Documentation	

Attending Provider: Noffsinger MD, Hansel

Sort: Priority ◯ Ascending ◉ Descending

Status Date	Status	Owner	Description
11/19/2021	Coding 7-Day Review, AC: ...	TW-Pending Documentation	[redacted]
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11/19/2021	Coding 7-Day Review, AC: ...	TW-Pending Documentation	
11/19/2021	Coding 7-Day Review, AC: ...	TW-Pending Documentation	

Thank you,

Tammy Waters, CCA, CCS-P
Outpatient Coder II
Cullman Regional Medical Group
Tel: (256)737-2154
Fax: (256)801-7626

CULLMAN REGIONAL

Robert Lockwood

From:	Stephens, Chasity
Sent:	Tuesday, December 14, 2021 2:15 PM
To:	Courtney, Lisa; Graves, Stacy; Land, Schinley
Subject:	Dr. Noffsinger Audit Results
Attachments:	CULLP Noffsinger MD.pdf
Importance:	High

Attached are the audit results.

Chasity Stephens
Revenue Cycle Manager
Physician Billing Office
PO Box 2895
Cullman, AL 35056
Office: 256-735-5071
Fax: 256-801-7626
chasity.stephens@cullmanregional.com

CULLMAN



Robert Lockwood

From: Stephens, Chasity
Sent: Friday, January 28, 2022 1:01 PM
To: Land, Schinley
Subject: Charge Lag by Service Date by Provider_crosstab (1).csv
Attachments: Charge Lag by Service Date by Provider_crosstab (1).csv

I didn't format other than to expand the columns. Column F is the average of Oct, Nov, Dec.



	Service Ye	Service Ye	Service Ye	Service Year / Service Month
	2021	2021	2021	2021
Source Org Verifying Pr	October	November	December	Total
Cullman Re Alam , Shahdeen			-131.5	-131.5
Cullman Re Gonzales MD, Richard		3		3
Cullman Re Kelsey CRN	2.52	2.09	2.93	2.67
Cullman Re Lee MD, Jar	4.71	4.39	4.19	4.39
Cullman Re Mahan MD	4.85	4.77	4.72	4.78
Cullman Re Moody MD, Brad		45		45
Cullman Re Neal MD, T	6.55	4.41	4.01	4.89
Cullman Re Pleasanton CRNP, Harvey Andrew			18	18
Cullman Re Singireddy	5.85	5.07	3.85	4.92
Cullman Re Thornton CRNP, Charles			34	34
Cullman Re Total	5.42	4.64	4.13	4.69
Cullman Re Alam , Shal	2.92	1.48	3.34	2.67
Cullman Re Brimer MD,	6.53	1.84	3.62	3.79
Cullman Re Chadband	3.07			3.07
Cullman Re Gonzales M	4.48	3.98	4.01	4.14
Cullman Re Mangum C	9.25	11.32	7.58	9.13
Cullman Re Noffsinger	8.62	9.02	15.98	10.79
Cullman Re Pleasantor	7.75			7.75
Cullman Re Studdard M	6.52	2.97	3.49	4.31
Cullman Re Yarbrough MD, Randy		2		2
Cullman Re Total	6.81	6.82	8.93	7.5
Cullman Re Taylor CRN	5.56	5.35	7.83	5.69
Cullman Re Villar-Gosa	6.34	4.98	4.82	5.43
Cullman Re Total	6.1	5.16	5.14	5.51
Cullman Re Yarbrough	2.61	4.89	3.93	3.54
Cullman Re Total	2.61	4.89	3.93	3.54
Cullman Re Britt , Erin	2.53	2.5	5.69	3.26
Cullman Re Cook , Ann	3	4.09	2.69	3.1
Cullman Re Cowser , D	5.35	10.28	9.53	8.16
Cullman Re Ebrahimi , ,	2.05			2.05
Cullman Re Files CRNP	5.7	12.69	12.13	9.7
Cullman Re Godfrey CF	3.64	5.9		4.93
Cullman Re Hensley , A	5.02	4.13	3.2	4.31
Cullman Re Hudson , T	3.38	5.72	3.75	4.17
Cullman Re Mortensen	2	3.45		3.07
Cullman Re Pleasantor	6.8	11.51	15.49	11.21
Cullman Re Reddy MD,	5		3.27	3.44
Cullman Re Smith CRN	2.22	3	3.53	3.03
Cullman Re Steil MD, N	2.17			2.17
Cullman Re Stewart DC	5.94	8.53	13.43	9.72
Cullman Re Wadas , Th	5.97	6.65	3.88	5.48

Cullman R	Wallace MD, Thomas	5.06		5.06
Cullman R	Wheeler , E	5.98	6.86	6.25	6.28
Cullman R	Total	5.18	7.63	8.41	7.02
Cullman R	Evans MD, John		54		54
Cullman R	Kannan MD	3.59	3.05	3.84	3.36
Cullman R	Kanthimati	12.67	10.97	4.53	10.36
Cullman R	Livingston Dietitian, N		77.86		77.86
Cullman R	Total	5.89	9.02	4.06	7.26
Cullman R	Brooks CRI	18.03	12.88	9.65	13.82
Cullman R	Bullard MD	6.67	4.88	6.15	5.89
Cullman R	Cole CRNP	7.29	9.91	8.02	8.61
Cullman R	Dukovac M	5.59	5.11	4.85	5.2
Cullman R	Fernandez	10.31	6.22	6.11	7.43
Cullman R	Hinson CRI	9.82	20.93	-79	9.35
Cullman R	Jordan CRI	4.02	2.05	1.92	2.63
Cullman R	Pleasanton CRNP, Harvey Andrew			-118	-118
Cullman R	Yarbrough	6.36	3.51	1.18	3.53
Cullman R	Total	7.99	5.19	4.4	5.97
Cullman R	Alam , Shal	11			11
Cullman R	Battle MD,	3.57	9.79	6.13	6.62
Cullman R	Godfrey CF	5.13			5.13
Cullman R	Myrick CRNP, Christy D			5.02	5.02
Cullman R	Total	3.79	9.79	6.01	6.5
Cullman R	Battle MD, Donald Calvin			0	0
Cullman R	Total			0	0
Cullman R	Cowser , Doug			5	5
Cullman R	Garrison Cl	6.63	8.77	5.86	7.84
Cullman R	Godfrey CF	4			4
Cullman R	Hensley , A	2.5			2.5
Cullman R	Hudson , Tanya		6		6
Cullman R	Moody MD,	24			24
Cullman R	Steil CRNP	3.31	10.67	6.76	5.41
Cullman R	Steil MD, N	3.92	8.65	5.73	6.31
Cullman R	Total	4.35	8.69	5.8	6.5
Cullman R	Godfrey CF	7.75			7.75
Cullman R	Livingston I	84			84
Cullman R	Total	23			23
Cullman R	Frater MD,	62			62
Cullman R	Harbison C	7.05	8.3	11.4	9.29
Cullman R	Hinson CRNP, Andy		2.39	3.99	3.13
Cullman R	Kravetz MD	4.12	3.55	4.88	4.15
Cullman R	Total	4.64	3.48	5.28	4.4
Cullman R	Bergquist MD, Vincent		0.5		0.5
Cullman R	Bullard MD, Darryle		5		5

Cullman R Evans MD,	17.21	12.37	6.68	11.36
Cullman R Graves CRI	15.05	9.19	14.22	13.05
Cullman R Hensley , A	4			4
Cullman R McBride MI	17.2	13.95	9.83	15.3
Cullman R Miller MD, I	14.93	8.92		11.8
Cullman R Moody MD,	24.1	23.32	18.65	22.05
Cullman R Noffsinger MD, Hansel		0		0
Cullman R Thompson	11.55	10.73	7.94	9.98
Cullman R Thornton C	29.41	31.13	35.78	32.7
Cullman R Wheeler , E	8			8
Cullman R Total	19.14	17.02	16.61	17.62
Cullman R Clemons C	3.96	1.74	0.52	1.7
Cullman R Crampsey	2.25	2	1.42	1.87
Cullman R McDonald	3.2	2.16	0.18	1.89
Cullman R Pettit , Katl	2.64	2.5	1.46	2.15
Cullman R Pettit MD, I	3.88		2.37	3.58
Cullman R Schnittker	3.02	2.43	1.73	2.36
Cullman R Stewart DC	8.17			8.17
Cullman R Turner CRN	2.66	2.36	1.28	2.06
Cullman R Ward CRNI	2.01	3.33	0.86	2.37
Cullman R Total	2.96	2.48	1.32	2.22
Hanceville Beeler , He	18.75	13.62	22.55	18.1
Hanceville Total	18.75	13.62	22.55	18.1
Hartselle H Bullard MD	5.31	3.26	1.17	3.15
Hartselle H Dukovac M	0			0
Hartselle H Evans MD,	9	21.86	15	19.67
Hartselle H Gonzales M	6.26	3.69	4.67	4.55
Hartselle H Gould MD,	11.27	5.38	1.5	5.86
Hartselle H Hinson CRI	0			0
Hartselle H Mortensen	10.67	3.02	0.44	4.21
Hartselle H Singireddy	12.06	2.94	1.32	5.86
Hartselle H Tennant MI	2.78	3.45	2.48	3
Hartselle H Thompson MD, Greg		4.8		4.8
Hartselle H Thornton C	0	2.52	0.85	1.7
Hartselle H Yarbrough	13.5	1.91	7.57	3.42
Hartselle H Total	7.65	3.57	2.49	4.29
Hartselle H Battle MD, Donald Cal		0		0
Hartselle H Crampsey	1.71	2.14	1.41	1.9
Hartselle H Myrick CRNP, Christy D		2.26	7.34	6.12
Hartselle H Pettit , Katl	0.47	0	1.29	1.24
Hartselle H Pettit MD, I	2.4	2.61	2.22	2.4
Hartselle H Schnittker	2.87	2.84	1.59	2.27
Hartselle H Villar-Gosa	19			19
Hartselle H Ward CRNP, Sheli			2.76	2.76

Hartselle H Total	2.46	2.55	2.1	2.33
Orthopedic Bergquist M	3.74	4.17	3.4	3.77
Orthopedic Gould MD,	8.94	8.8	4.44	7.29
Orthopedic Hirsbrunne	4.42	5.78	3.23	4.41
Orthopedic Mortensen	6.26	4.56	4.28	4.96
Orthopedic Yarbrough	8.88			8.88
Orthopedic Total	5.85	5.59	3.92	5.04
Turning Poi Byrd DO, Ty	4.21	3.13	2.61	3.34
Turning Poi Green CRNP, Jessica McCall			1.05	1.05
Turning Poi Tennant MI	3.07	3.23	2.58	2.92
Turning Poi Total	4	3.16	2.52	3.18
Grand Tota Total	6.59	5.56	5.03	5.67

Robert Lockwood

From: Stephens, Chasity
Sent: Monday, May 2, 2022 11:18 AM
To: Land, Schinley
Subject: RE: Cullman_RCAT_05.02.2022.pptx
Attachments: Charge Lag by Service Date by Provider 03.01 to 04.30.2022.xlsx

Here you go!

From: Land, Schinley <Schinley.Land@cullmanregional.com>
Sent: Monday, May 2, 2022 11:09 AM
To: Stephens, Chasity <Chasity.Stephens@cullmanregional.com>
Subject: RE: Cullman_RCAT_05.02.2022.pptx

The last couple of months is fine.

-schinley

Schinley Land
Executive Director of Physician Services
Cullman Regional Medical Center
1912 Alabama Highway 157
Cullman, AL 35058
Phone: 205-213-7790

From: Stephens, Chasity <Chasity.Stephens@cullmanregional.com>
Sent: Monday, May 2, 2022 11:03 AM
To: Land, Schinley <Schinley.Land@cullmanregional.com>
Subject: RE: Cullman_RCAT_05.02.2022.pptx

I apologize, I will add that to the presentation so that I won't forget next month. What date range would you like as the baseline?

From: Land, Schinley <Schinley.Land@cullmanregional.com>
Sent: Monday, May 2, 2022 11:01 AM
To: Stephens, Chasity <Chasity.Stephens@cullmanregional.com>
Subject: RE: Cullman_RCAT_05.02.2022.pptx

I still need charge lag by provider in preparation for our dictation support pilot that will begin later this month. We need a baseline and then post go live comparisons.

-schinley

Schinley Land
Executive Director of Physician Services
Cullman Regional Medical Center
1912 Alabama Highway 157
Cullman, AL 35058
Phone: 205-213-7790

CULLMAN

From: Stephens, Chasity <Chasity.Stephens@cullmanregional.com>
Sent: Monday, May 2, 2022 10:42 AM
To: Crawford, Samantha <Samantha.Crawford@cullmanregional.com>; Evans, Brandon <brandon.evans@cullmanregional.com>; Graves, Stacy <Stacy.Graves@cullmanregional.com>; Jen Baltrusch <jen.baltrusch@cerner.com>; Land, Schinley <Schinley.Land@cullmanregional.com>; McMinn, Vicki <Vicki.McMinn@cullmanregional.com>; Tanner, Tammy <Tammy.Tanner@cullmanregional.com>; Waters, Tammy <Tammy.Waters@cullmanregional.com>
Cc: Courtney, Lisa <Lisa.Courtney@cullmanregional.com>
Subject: Cullman_RCAT_05.02.2022.pptx

Attached is the RCAT outcomes for April 2022.

With our move to a quarterly platform, the next scheduled meeting is July 14th at 10am. Invitation will be sent in advance.

Thank you,
Chasity

		Service Year / Service Month		
		2022		
Source Orgi	Verifying Pr	March	April	Total
Cullman Re	Kelsey CRN	1.07	2.52	2.00
	Lee MD, Jar	3.18	1.14	2.36
	Mahan MD,	2.65	3.18	2.89
	Neal MD, Tr	3.18	2.81	2.99
	Singireddy M	2.86	3.37	3.06
	Thompson MD, Greg		5.00	5.00
	Total	2.96	2.54	2.77
Cullman Re	Alam , Shah	1.71	1.57	1.65
	Brimer MD,	1.99	1.70	1.86
	Gonzales M	1.86	2.10	1.95
	Mangum CF	16.23	6.62	13.88
	Morgan MD	2.53	2.28	2.40
	Noffsinger M	6.49	6.33	6.43
	Studdard MI	1.76	2.39	2.13
	Tafazoli MD	0.00	9.59	9.29
	Total	6.52	4.11	5.60
Cullman Re	Taylor CRNI	3.27	2.87	3.11
	Villar-Gosal	2.74	2.44	2.63
	Total	2.91	2.59	2.80
Cullman Re		-25.50		-25.50
	Britt , Erin	8.28	5.75	7.09
	Cowser , Dc	9.17	5.32	7.40
	Ebrahimi , A	7.87	7.73	7.78
	Files CRNP	11.80	7.12	10.41
	Godfrey CRNP, Ashley		4.64	4.64
	Hendricks MD, Malcolm		2.00	2.00
	Hensley , Ac	6.90	6.10	6.60
	Johnson CR	12.39	6.29	8.93
	Mahan MD,	7.29		7.29
	Mortensen (	10.33	5.33	7.83
	Pleasanton	8.94	7.32	8.48
	Ragsdale C	11.84	6.42	9.91
	Smith CRNI	10.42	3.64	7.17
	Steil MD, Neal		9.42	9.42
	Stewart DO,	8.41	5.94	7.17
	Wadas , Thi	8.80	7.52	8.23
	Wheeler , E	7.78	5.55	6.83
	Total	8.57	5.93	7.41
Cullman Re	Kannan MD	1.65	0.96	1.31
	Kanthimathi	8.15		8.15
	Livingston D	3.70	1.71	3.60
	Stapelmann LD, RDN, S		1.12	1.12
	Total	3.35	0.99	2.33
Cullman Re	Brooks CRN	4.47	2.58	3.48

	Bullard MD,	3.76	3.93	3.84
	Cole CRNP	9.03	4.15	6.87
	Fernandez I	4.72	2.70	3.83
	Jordan CRN	2.37	1.26	1.83
	Yarbrough M	1.97	0.63	1.38
	Total	3.59	2.35	3.02
Cullman Re	Battle MD, [	0.89	0.54	0.75
	Myrick CRN	0.69	0.04	0.45
	Pettit , Kathryn		0.00	0.00
	Total	0.84	0.42	0.67
Cullman Re	Myrick CRN	0.30	0.04	0.05
	Pettit , Kathryn		0.00	0.00
	Total	0.30	0.04	0.05
Cullman Re	Garrison CF	2.40		2.40
	Steil CRNP,	3.21	2.47	2.88
	Steil MD, Ne	8.31	6.43	7.71
	Total	6.30	5.62	6.11
Cullman Re	Harbison CF	12.29	12.55	12.33
	Hinson CRN	1.39	2.08	1.73
	Kravetz MD	3.21	2.30	2.81
	Total	3.41	2.44	2.99
Cullman Re	Evans MD, .	9.98	6.11	8.53
	Frater MD, /	1.00		1.00
	Graves CRN	11.07	1.80	2.75
	Lee MD, James		1.56	1.56
	Mahan MD, Edward		6.00	6.00
	Moody MD,	20.24	-165.25	19.55
	Neal MD, Tracy		3.00	3.00
	Thompson M	13.06	4.45	10.17
	Thornton CF	35.92		35.92
	Total	15.34	3.78	11.91
Cullman Re	Alam , Shahdeen		0.00	0.00
	Clemons CF	2.34	2.20	2.28
	Constant CF	1.00	1.86	1.80
	Crampsey C	2.05	1.58	1.83
	Myrick CRN	0.00		0.00
	Pettit , Kathi	2.20	1.70	1.93
	Pettit MD, R	2.17	0.90	1.38
	Schnittker C	1.78	1.15	1.54
	Turner CRN	1.89	1.89	1.89
	Ward CRNF	1.72	1.81	1.76
	Total	2.00	1.64	1.83
Cullman Re	Wallin MD, I	11.00		11.00
	Total	11.00		11.00
Hartselle He	Bullard MD,	3.70	1.88	2.99
	Evans MD, .	8.21	8.00	8.15
	Frater MD, /	3.92	1.94	2.99

	Gonzales M	1.97	2.06	2.02
	Gould MD, S	3.38	1.40	2.12
	Green CRN	0.71	0.67	0.69
	Mortensen C	1.90	0.52	1.09
	Singireddy M	3.35	0.31	2.32
	Tennant MD	1.26	1.54	1.40
	Yarbrough M	4.84		4.84
	Total	3.57	1.82	2.74
Hartselle He	Beaver CRN	2.10	1.71	1.85
	Clemons CF	5.00	1.70	1.78
	Constant CF	3.25	0.92	1.02
	Crampsey C	2.33	1.93	2.25
	Myrick CRN	1.79	1.50	1.66
	Pettit , Kathi	10.45	0.60	2.02
	Pettit MD, R	2.28	1.48	1.95
	Schnittker C	1.68	1.03	1.39
	Turner CRN	2.60	1.43	2.10
	Ward CRNF	1.19	1.22	1.21
	Whitten CRI	2.23	1.51	1.87
	Total	2.23	1.35	1.81
HHP Primar	Frater MD, A	14.50		14.50
	Total	14.50		14.50
Orthopedic	Bergquist M	4.22	1.92	3.34
	Gould MD, S	4.76	3.74	4.23
	Hirsbrunner	3.74	2.45	3.19
	Mortensen C	3.54	2.66	3.12
	Total	4.13	2.88	3.55
Turning Poir	Byrd DO, Ty	5.94	2.12	4.02
	Green CRN	5.52	1.45	3.49
	Tennant MD	4.89	2.31	3.90
	Total	5.52	2.00	3.87
Grand Total		5.25	2.84	4.21

Robert Lockwood

From: Vest, Heather in Teams <noreply@email.teams.microsoft.com>
Sent: Thursday, June 16, 2022 10:29 AM
To: Land, Schinley
Subject: Heather sent a message

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi,

Your teammates are trying to reach you in **Microsoft Teams**.

HV **Heather sent a message in chat**

Good morning Schinely! Hope you are doing well.
Would you have a moment to talk about Dr. Villiar, Dr. Noffsinger,...

Reply in Teams

Install Microsoft Teams now

iOS Android

This email was sent from an unmonitored mailbox. Update your email preferences in Teams. Activity > Settings (Gear Icon) > Notifications.

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Read our privacy policy

Microsoft

Robert Lockwood

From:	Stephens, Chasity
Sent:	Friday, February 25, 2022 10:39 AM
To:	Land, Schinley; Graves, Stacy
Cc:	Waters, Tammy
Subject:	FW: Dr. Noffsinger Audit Review
Attachments:	Dr. Noffsinger 2nd 2021 Audit Review Notes 2-28-22.docx

Hi Schinley and Stacy,

Tammy prepared the attached document for our meeting with Dr. Noffsinger Monday. Please share with him in advance if you think that would be helpful to the conversation.

Thank you!
Chasity

From: Waters, Tammy <Tammy.Waters@cullmanregional.com>
Sent: Friday, February 25, 2022 10:30 AM
To: Stephens, Chasity <Chasity.Stephens@cullmanregional.com>
Subject: Dr. Noffsinger Audit Review

Thank you,
Tammy Waters, CCA, CCS-P
Outpatient Coder II
Cullman Regional Medical Group
Tel: (256)737-2154
Fax: (256)801-7626

CULLMAN
REGIONAL



Dr. Noffsinger 2nd Audit 2021

(Page 1 of 3)

Of the 178 records reviewed top three findings:

- Added diagnosis
- Invalid/specificity diagnosis
- Over billed by one level (this has improved since audit)

1. **Added diagnosis:** The most frequently added were:

- BMI-this is always reported when E66=obesity is reported
- Nicotine status
- Insulin or oral medication for diabetes

2. **Invalid/Specificity Diagnosis:**

- I10/I50.9 - If documentation supports HTN and heart failure, these two codes have an assumed relationship requiring HTN to be coded as I11.0.
- E10.9/neuropathy – would be reported as E10.42=diabetes with neuropathy
- Documented smokes cigarettes (F17.210), but F17.200 was reported=nicotine dependence unsp.
- R39.9=unsp. s/s involving genitourinary system is reported, documentation is for R35.0=urinary frequency and R30.0=dysuria
- F11.90=oplod use, unsp. Is reported, should report Z79.891=long term (current) use of opiate. Auditor states " only report "F" code when provider documents associated substance related disorder or medical condition.
- F32.9=Major depressive disorder is reported, should report F32.A=depression unspec. Unless documentation supports MDD (I have noticed with the month of February I have seen some changes in this documentation)
- No need to report symptoms of a reported diagnosis. If a joint condition is documented/reported do not report the pain associated with it: M23.8X1=other internal derangements of right knee is reported; no need to report M25.561=pain in right knee. If HTN/COPD are reported do not report any edema

When reporting J44.9=COPD do not report J45.909=asthma unless specified type of asthma is documented.

- Need to select diagnosis code that corresponds to documentation: E07.89=other specified disorders of thyroid is reported, documentation supports E03.9=hypothyroidism. Reported I50.30=unspecified diastolic CHF; documented I51.89=diastolic dysfunction

- Laterality needs to always be coded/documented: majority of the time the documentation is there to support side of the body, but the diagnosis codes do not always match. Usually only one side is coded when bilateral has been documented.

3. Miscellaneous notes/Documentation:

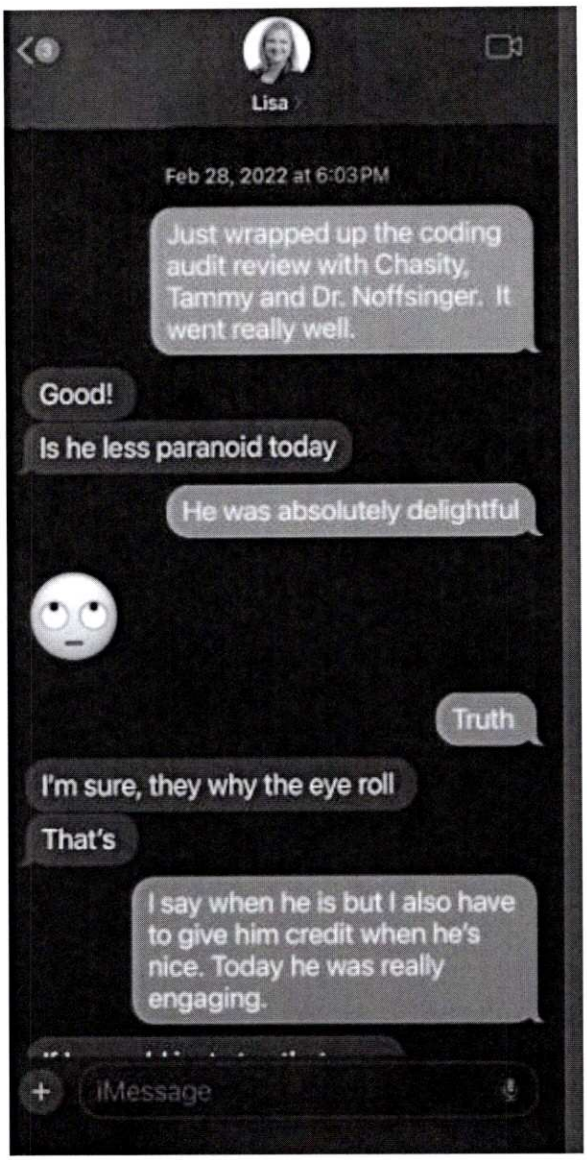
- If pre-procedure exam is done always report the Z01.818-pre-procedure exam as the primary diagnosis.
- Patients cannot be reported as a new patient if previously seen in the hospital by a provider in the same practice
- Conflicting documentation: provider documents U07.1=positive COVID, but the result for the COVID test is documented as "negative". Coder did not report U07.1, it was changed to Z20.828. Provider reports N39.0=UTI, but documentation supports history of recurrent UTI=Z87.440 due to no mention of current UTI
- Procedures: must include separate documentation for any extra procedures done. Need a few sentences stating that the patient was given information regarding the procedure and that patients consent was given to proceed. Document the procedure that was done and how the patient tolerated. Example of extra procedure: skin tag removal, trigger point
- Do not report diagnosis that are "resolved"
- Do not report screening diagnosis if the procedure is not performed: Z01.419=encounter for GYN examination-patient was referred to GYN
- Medical Record Cloning (copy/paste)" documentation that is worded exactly like previous entries": We have two sets of Review of systems documented. The first set seems to never have any changes listed, example: first set documented with "no joint pain, no muscle pain, no swelling, no gait changes, no spine pain"; documented patient with chronic low back pain with left-sided sciatica. 2nd example: documented "here today with chronic cough", but documented under "Review of Systems" =Respiratory: "no cough" and we also reported R05=unspecified cough should've reported R05.3=chronic cough.
- Obstetric patients: If problems not complicating pregnancy must document that pregnancy is incidental, otherwise must report "O" codes for each diagnosis complicating pregnancy.
- Missed revenue: J3301 Kenalog ordered but did not flow over to claim

Reporting Discrepancies Outside of the Audit

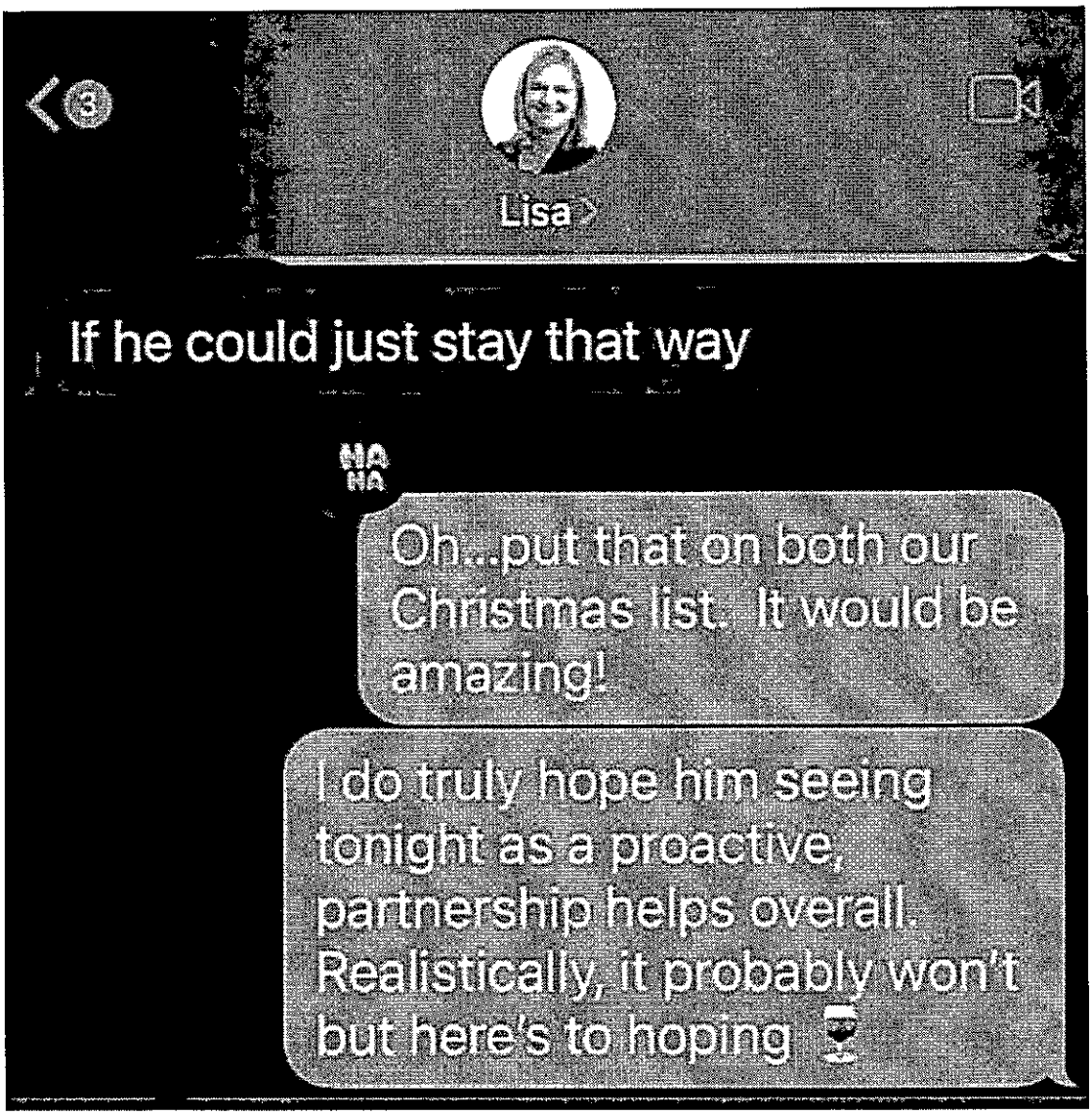
1. Reporting of amputation: if the amputation is not due to an accident these need coded to "absence of _____", example: amputation of toe of left foot was reported as S98.132A; should have been Z89.422 because documented related to osteomyelitis. **Special Note:** If an accident has occurred, we must have the following documentation in order to properly & accurately report the injury: **how** accident happened, **where** accident happened and **when** (date if possible) accident happened because a date has to be reported on the claim.
2. Z92.29=personal history of other drug therapy is being reported for completed COVID vaccines. There is currently no reporting code available. This is not reported at this time.
3. Sequencing Diagnosis Codes: Do not list any "F" code or obesity "E" code as primary when other diagnoses are documented.
4. Noticed a few injections on claims with no administration code (96372). Here are couple encounters that this has happened with recently:

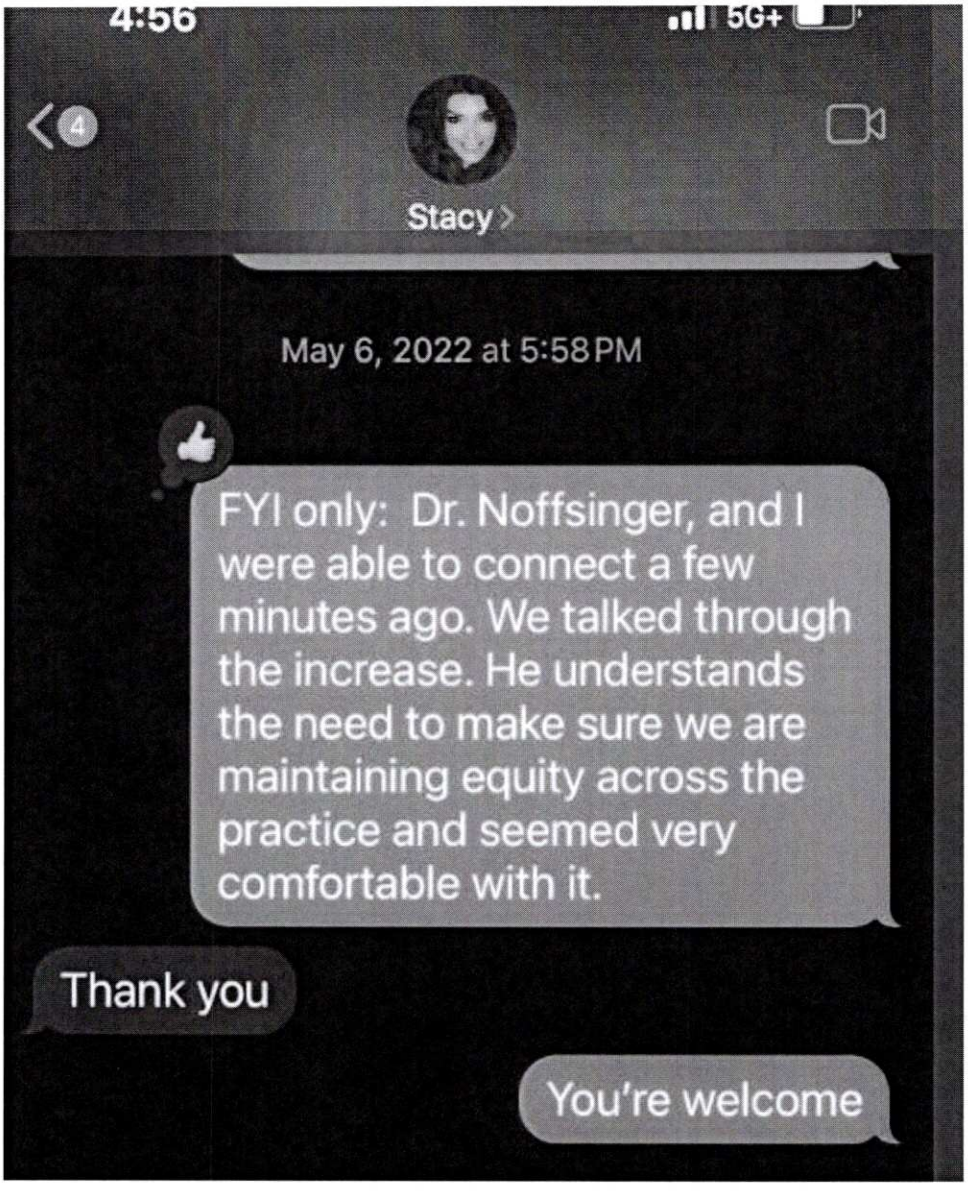
- 703509798
- 703466789

5. When diabetes is documented please verify that the last A1c is documented. This must be reported to some insurances.

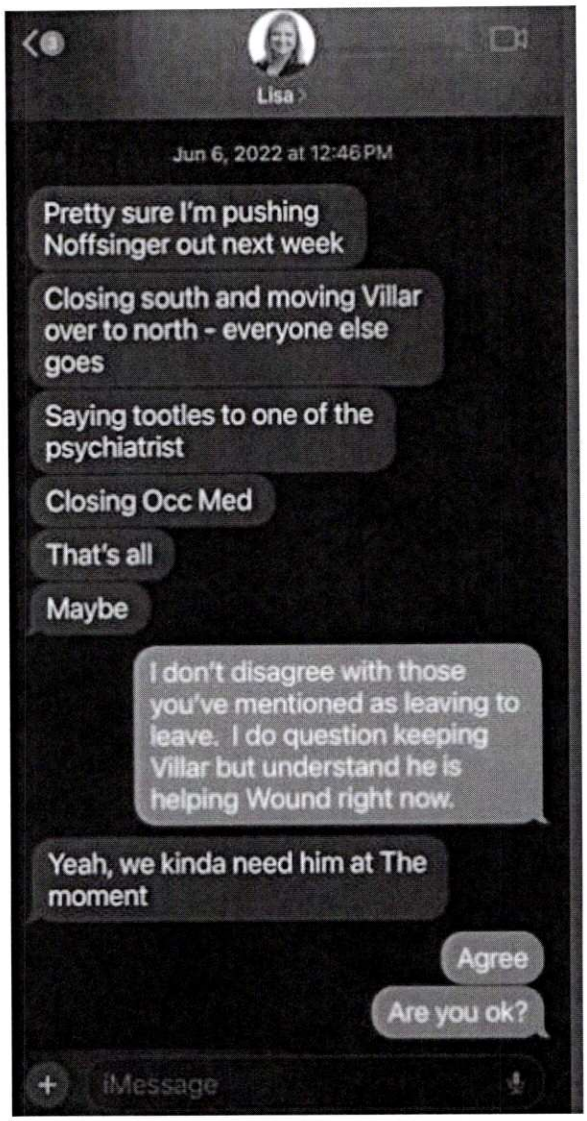


PLAINTIFF'S EXHIBIT
100


3
Lisa >
If he could just stay that way
NA NA
Oh..put that on both our Christmas list. It would be amazing!
I do truly hope him seeing tonight as a proactive, partnership helps overall. Realistically, it probably won't but here's to hoping


4:56
5G+
Stacy
May 6, 2022 at 5:58 PM
FYI only: Dr. Noffsinger, and I were able to connect a few minutes ago. We talked through the increase. He understands the need to make sure we are maintaining equity across the practice and seemed very comfortable with it.
Thank you
You're welcome


PLAINTIFF'S EXHIBIT
101
tabbies


Lisa
Jun 6, 2022 at 12:46 PM
Pretty sure I'm pushing Noffsinger out next week
Closing south and moving Villar over to north - everyone else goes
Saying tootles to one of the psychiatrist
Closing Occ Med
That's all
Maybe
I don't disagree with those you've mentioned as leaving to leave. I do question keeping Villar but understand he is helping Wound right now.
Yeah, we kinda need him at The moment
Agree
Are you ok?
iMessage


PLAINTIFF'S EXHIBIT
tabbies
109

Graves, Stacy

From: Land, Schinley
Sent: Tuesday, June 14, 2022 1:28 PM
To: Mangum, Nichole
Cc: Graves, Stacy
Subject: Conversation Summary
Attachments: Attendance.pdf

Nichole,

Thank you for your time and candor last night. I want to summarize our conversation. You are doing well with a growing patient volume, quality care, and patient satisfaction. The two components that must be corrected and sustained are prompt charge entry and time and attendance issues.

You have the list of outstanding charges I provided yesterday. I appreciate your commitment to get those caught up and to stay up to date in the future.

As you and Stacy reviewed last year and you and I discussed yesterday, the attached attendance policy does allow for the unplanned/unexpected by allowing 8 occurrences in a rolling 12-month period before termination would occur. However, you've had 5 occurrences since January alone. Those are:

1. 1/17/2022 - then out with COVID 1/24/2022-1/28/2022
2. 2/22/2022
3. 3/14/2022, 3/15/2022, and 3/17/2022
4. 5/16/2022 and 5/17/2022
5. 6/06/2022 to 6/9/2022

Thank you for your assurance that time and attendance issues will also be resolved and maintained. Failure to do so will result in further disciplinary action, up to and including termination.

As far as staff support on PAs and other issues, Stacy and I did talk yesterday after you and I met. When Stacy returns from the customer service event, she will meet with Trish to ensure she is doing PAs and providing support as expected. Stacy will update you when she and Trish met so you can observe improvements and where assistance may still be needed. Please let know how the support is once Stacy addresses the matter so we can continue to work with her to get the necessary changes implemented.

Please don't hesitate to let me know if you have any questions or concerns.

-schinley

Schinley Land
Executive Director of Physician Services
Cullman Regional Medical Center
1912 Alabama Highway 157
Cullman, AL 35058
Phone: 205-213-7790

CULLMAN

PLAINTIFF'S EXHIBIT 103

Called in on 01/17/22, then was out with Covid 01/24/22 to 01/28/22.

Called in 02/22/22

Called in 03/14/22, 03/15/22 and 03/17/22 with Stomach Bug

Called in 05/16/22, 05/17/22

Called in 06/06/22 to 06/09/22

The above dates do not include any vacation time that has been taken since the first of the year.

Robert Lockwood

From: Land, Schinley
Sent: Thursday, June 16, 2022 8:28 AM
To: Tidmore, Amanda
Subject: Re: South Schedule

Talitha is working with Cerner to get Dr. Villar, added as a linked/associated provider with primary care North. As soon as that happens, we will be able to reschedule his patients directly from the list onto North. Until that happens, we would need to track those rescheduled on the paper and then add them as soon as Talitha gives us the greenlight to do it in Cerner. Talitha has also blocked Dr. Noffsinger's schedule. I will be working with the office at North this morning for them to start calling those patients. If your team will focus getting Dr. Villar and Ashley's patients moved, that will be a big help. Once y'all get those done, we will flip to y'all also helping with the Dr. Noffsinger reschedule. I'll keep providing updates. Please let me know if there are questions that arise.

-schinley

Get Outlook for iOS

From: Land, Schinley
Sent: Thursday, June 16, 2022 7:35:50 AM
To: Tidmore, Amanda <amanda.tidmore@cullmanregional.com>
Subject: RE: South Schedule

Thank you!!

-schinley

Schinley Land
Executive Director of Physician Services
Cullman Regional Medical Center
1912 Alabama Highway 157
Cullman, AL 35058
Phone: 205-213-7790



From: Tidmore, Amanda <amanda.tidmore@cullmanregional.com>
Sent: Wednesday, June 15, 2022 5:50 PM
To: Lay, Talitha <talitha.lay@cullmanregional.com>; Land, Schinley <Schinley.Land@cullmanregional.com>
Cc: Courtney, Lisa <Lisa.Courtney@cullmanregional.com>
Subject: RE: South Schedule

I printed a list of Ashley's patients through the end of the month. Jose and I reached out to everyone on tomorrow's schedule and have either rescheduled at North, with Dr. Villar at South for tomorrow or have cancelled per patient request.

I do not show any patients scheduled with Ashely again until 6/21. I will reach out to those patients tomorrow. Please let me know if I have missed anything or need to do any other type of follow-up.

Thanks,
Amanda

From: Lay, Talitha <talitha.lay@cullmanregional.com>
Sent: Wednesday, June 15, 2022 4:32 PM
To: Land, Schinley <Schinley.Land@cullmanregional.com>; Tidmore, Amanda <amanda.tidmore@cullmanregional.com>
Cc: Courtney, Lisa <Lisa.Courtney@cullmanregional.com>
Subject: RE: South Schedule

I am on the phone with Cerner right now.
The displaced appointments for South are in Reschedule Queues for Villar as well.
HOWEVER, he must be associated with North for them to show up correctly in the North Patient Tracking . He is expediting that now.

Talitha Lay
Clinical Informatics Coordinator
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I got my COVID-19 vaccine!

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From: Land, Schinley <Schinley.Land@cullmanregional.com>
Sent: Wednesday, June 15, 2022 4:27 PM
To: Lay, Talitha <talitha.lay@cullmanregional.com>; Tidmore, Amanda <amanda.tidmore@cullmanregional.com>
Cc: Courtney, Lisa <Lisa.Courtney@cullmanregional.com>
Subject: RE: South Schedule

Ok. Thank you, Talitha. Amanda, can you print the next few days schedules and simply work from those to move the Ashley/Villar patients? If Ashley's patients go to an existing PCN provider, just put t hem on the correct schedule and note it on the paper copy. For those that are moving from Ashley to Dr. Villar or Villar to Villar, then just note those on the paper as well and we will plug them into the new PCN schedule for Dr. Villar as soon as it is available.

-schinley

Schinley Land
Executive Director of Physician Services
Cullman Regional Medical Center
1912 Alabama Highway 157
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Phone: 205-213-7790

From: Lay, Talitha <talitha.lay@cullmanregional.com>
Sent: Wednesday, June 15, 2022 4:08 PM
To: Land, Schinley <Schinley.Land@cullmanregional.com>
Cc: Tidmore, Amanda <amanda.tidmore@cullmanregional.com>; Courtney, Lisa <Lisa.Courtney@cullmanregional.com>
Subject: South Schedule

I have BLOCKED Ashley's schedule from tomorrow through December 31, 2022.
Amanda can start working the Reschedule Requests queue on her appointments.

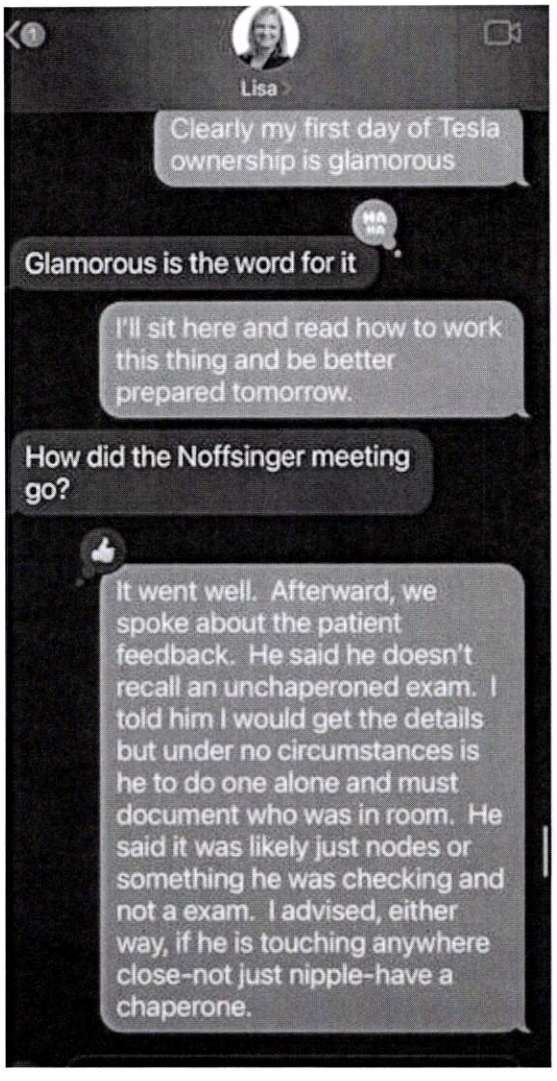
I have entered a SR for the issue with new Template vs. New template on Dr. Villar. (Schinley, I added you as an interested party)
When we try to block South, it is blocking ALL.
If I delete the North template, block South templates, I am afraid it won't allow me to appl the N template. Reverse of what we currently have.
I have emailed a contact at Cerner with the SR to hopefully expedite it, but he says it may be in the morning.

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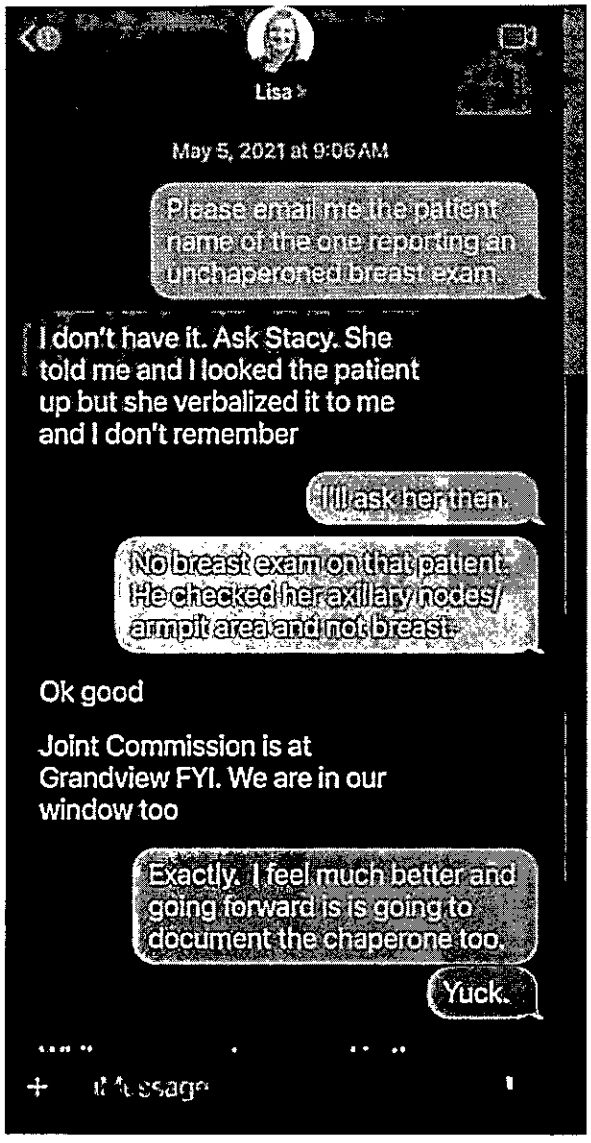
I got my COVID-19 vaccine!

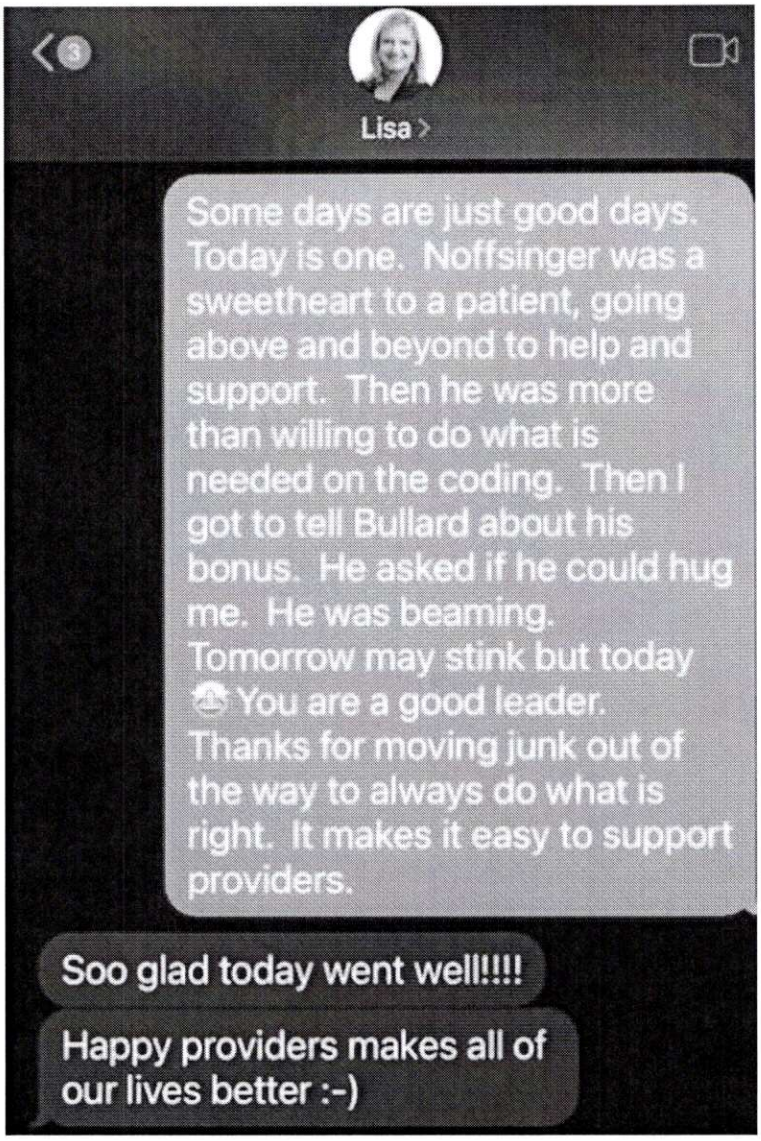
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Lisa
Clearly my first day of Tesla ownership is glamorous
Glamorous is the word for it
I'll sit here and read how to work this thing and be better prepared tomorrow.
How did the Noffsinger meeting go?
It went well. Afterward, we spoke about the patient feedback. He said he doesn't recall an unchaperoned exam. I told him I would get the details but under no circumstances is he to do one alone and must document who was in room. He said it was likely just nodes or something he was checking and not a exam. I advised, either way, if he is touching anywhere close-not just nipple-have a chaperone.


PLAINTIFF'S EXHIBIT
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Lisa
May 5, 2021 at 9:06 AM
Please email me the patient name of the one reporting an unchaperoned breast exam.
I don't have it. Ask Stacy. She told me and I looked the patient up but she verbalized it to me and I don't remember
I'll ask her then.
No breast exam on that patient. He checked her axillary nodes/ armpit area and not breast.
Ok good
Joint Commission is at Grandview FYI. We are in our window too
Exactly. I feel much better and going forward is is going to document the chaperone too.
Yuck.


Lisa
Some days are just good days. Today is one. Noffsinger was a sweetheart to a patient, going above and beyond to help and support. Then he was more than willing to do what is needed on the coding. Then I got to tell Bullard about his bonus. He asked if he could hug me. He was beaming. Tomorrow may stink but today You are a good leader. Thanks for moving junk out of the way to always do what is right. It makes it easy to support providers.
Soo glad today went well!!!!
Happy providers makes all of our lives better :-)


PLAINTIFF'S
EXHIBIT
106
tabbies

FILED
2026 Apr-09 PM 02:59
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N.D. OF ALABAMA

