

TESTIMONY OF LINDA HOUSE

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In the United States Federal District Court for the District of Idaho
Saint Alphonsus Medical Center-Nampa, Inc., et. al. v. St. Luke's Health System Ltd., et. al.
Case No. 1:12-cv-00560-BLW

Page Range: 7:3-7:8

7: 3 Q. Ms. House, could you state your name
7: 4 for the record, please.
7: 5 A. Linda Kay House.
7: 6 Q. What's your occupation?
7: 7 A. I am the systems director of employer
7: 8 relations at St. Luke's Health System.

Page Range: 7:20-9:4

7:20 We'll start out by looking at the most
7:21 recent resume of yours that I was able to find,
7:22 anyhow.
7:23 Why don't you mark that as 210.
7:24 (Exhibit No. 210 marked.)
7:25 You've been handed Plaintiff's Exhibit
8: Page 8
8: 1 No. 210, Ms. House. Please take a look at it and
8: 2 let me know what it is.
8: 3 It appears to be a resume of yours from
8: 4 2009?
8: 5 A. That is correct.
8: 6 Q. Okay. So, in 2009, what was your
8: 7 position at St. Luke's?
8: 8 A. In 2009, I had changed positions, and I
8: 9 was appointed the director of employer relations.
8:10 Q. And, prior to that, would you say, on
8:11 the cover note on Exhibit No. 210 says, "Director
8:12 of physician relations/ manager select medical
8:13 network."
8:14 Were those positions that you had as of
8:15 February of 2009?
8:16 A. Prior to February of 2009 --
8:17 Q. Okay.
8:18 A. -- I had those positions.
8:19 Q. Okay. And, on the cover e-mail, it
8:20 says, "director physician relations." On the
8:21 resume, it says, "director of provider services."
8:22 Are those the same thing?
8:23 A. Yes.

8:24 Q. Why don't you describe what your duties

8:25 were in that position.

9: Page 9

9: 1 A. In that position, I was still managing

9: 2 Select Medical Network, as well as responsible for

9: 3 physician recruitment, relations, and in-house

9: 4 credentialing of providers.

Page Range: 11:10-11:21

11:10 Q. And what is Select Medical Network?

11:11 A. Select Medical Network was a local

11:12 independent practice association that was started

11:13 in probably 2002. And it was owned by a group of,

11:14 I believe, eight primary care physician groups and

11:15 St. Luke's.

11:16 Q. What were the relative ownership

11:17 interests?

11:18 A. The physician partners owned

11:19 50 percent. St. Luke's owned 50 percent. And

11:20 50 percent was distributed equally among those

11:21 practices.

Page Range: 11:22-12:5

11:22 Q. And so how did your role at St. Luke's

11:23 change in February of 2009?

11:24 A. In February of 2009, I was asked by

11:25 Ed Dahlberg and Chuck Pomeroy to take on the role

12: Page 12

12: 1 of acting as a liaison to the employers in the

12: 2 community.

12: 3 Q. And how long did you serve in that

12: 4 position?

12: 5 A. I'm still serving in that position.

Page Range: 17:24-18:6

17:25 You've been handed Exhibit No. 211. It

18: Page 18

18: 1 appears to be a meeting of the St. Luke's Health

18: 2 System contracting committee, June 9, 2010. The

18: 3 cover page is an agenda. And the pages after that

18: 4 appear to be minutes.

18: 5 Have I properly described the document?

18: 6 A. Yes.

Page Range: 27:17-27:21

27:17 Q. Okay. So did St. Luke's ever give a
27:18 discount to Boise Schools?
27:19 A. Not that I am aware.
27:20 Q. Did St. Luke's ever give a discount to
27:21 Idaho Power?

Page Range: 27:24-28:1

27:24 A. Not that I'm aware.
27:25 Q. Did St. Luke's ever give a discount to
28: Page 28
28: 1 Ada County?

Page Range: 28:3-28:13

28: 3 THE WITNESS: Not that I'm aware.
28: 4 Q. BY MR. ETTINGER: Has St. Luke's ever
28: 5 offered a discount to any employer?
28: 6 A. Yes, to Micron.
28: 7 Q. Besides Micron?
28: 8 A. Not that I'm aware of.
28: 9 Q. Have you ever proposed St. Luke's offer
28:10 a discount to one or more employers?
28:11 A. Have I?
28:12 Q. Right.
28:13 A. Yes.

Page Range: 28:20-29:4

28:20 Q. And what was your proposal?
28:21 A. The proposal was that, at the time,
28:22 there were benefit designs in place for the other
28:23 -- to steer people to the other facilities so that
28:24 we take a look at that and see if it's something
28:25 that we might want to, ourselves, put a proposal
29: Page 29
29: 1 forth.
29: 2 Q. Was your idea to do it just for Micron
29: 3 or to do it for others, as well?
29: 4 A. To do it for others, as well.

Page Range: 29:5-30:1

29: 5 Q. And what was your reasoning for
29: 6 thinking that that was something that St. Luke's
29: 7 ought to look more closely at?
29: 8 A. Well, I thought it was, basically, if
29: 9 Saint Al's was doing that, that was something that
29:10 St. Luke's should take a look at.
29:11 Q. And who did you make that proposal to?
29:12 A. Chuck Pomeroy.
29:13 Q. Anyone else?
29:14 A. Probably Ed Dahlberg.
29:15 Q. What were their positions at the time?
29:16 A. I believe, at that time, I believe
29:17 Ed Dahlberg was still CEO of the health system,
29:18 and Chuck Pomeroy was chief financial officer of
29:19 the health system.
29:20 Q. What was their reaction to your
29:21 proposal?
29:22 A. They really felt that the market should
29:23 drive where people go.
29:24 Q. So they opposed the idea of offering
29:25 discounts to employers?
30: Page 30
30: 1 A. Yes.

Page Range: 30:11-30:22

30:11 But when you say they believed the
30:12 market ought to drive where people go, either way
30:13 the market is driving where people go; correct?
30:14 A. Maybe I misstated that. I think the
30:15 individuals should choose where they get their
30:16 health care.
30:17 Q. Without regard to the employer making a
30:18 decision on price?
30:19 A. Correct.
30:20 Q. Did they explain why that was their
30:21 view?
30:22 A. They didn't.

Page Range: 30:23-31:13

30:23 Q. Okay. Are you familiar with the
30:24 benefit design that Idaho Power had that favored
30:25 Saint Alphonsus?

31: Page 31

31: 1 A. I'm familiar with it.

31: 2 Q. Tell me what you can recall about it.

31: 3 A. What I recall is that there was an

31: 4 arrangement with Saint Alphonsus, and the

31: 5 employees were incentivized if they use the

31: 6 inpatient services at Saint Alphonsus. They would

31: 7 receive a \$500 check to help them with the payment

31: 8 of their services. And if they received any kind

31: 9 of outpatient surgery, that there was a \$250

31:10 incentive check that was given to the employee.

31:11 Q. And, I'm sorry, I may have asked you

31:12 this, but Idaho Power ended that program?

31:13 A. They have.

Page Range: 40:6-40:21

40: 6 Have any employers approached you about

40: 7 some kind of program to control utilization?

40: 8 A. They have approached us to visit about

40: 9 what we were working on in regards to controlling

40:10 utilization.

40:11 Q. Which employers did that?

40:12 A. Boise School District.

40:13 Q. Any others?

40:14 A. Micron.

40:15 Q. Any others?

40:16 A. Not that I'm aware.

40:17 Q. And in either of those cases, did

40:18 St. Luke's make a specific proposal: We can offer

40:19 you a program that does such and such in

40:20 controlling utilization?

40:21 A. No.

Page Range: 40:22-41:13

40:22 Q. Okay. Did either of those employers

40:23 ask for a specific proposal?

40:24 A. It was more of a request to explore

40:25 what we were working on. As I expressed before,

41: Page 41

41: 1 Boise School District would have us, as well as

41: 2 Saint Al's, out probably every six months to

41: 3 discuss what programs that we were working on,

41: 4 what we felt the benefit would be, where we were

41: 5 in the development of the program, if we had any

41: 6 outcome measures, that type of thing.
41: 7 Q. Okay. And when was -- when did
41: 8 utilization come up, the conversations with Boise
41: 9 School District, what year, approximately?
41:10 A. We actually started talking to Boise
41:11 Schools in regards to what Select Medical
41:12 Network's goals and visions were going to be
41:13 probably back in 2005.

Page Range: 45:7-45:15

45: 7 Q. And St. Luke's has not offered any
45: 8 employer any program to control utilization as of
45: 9 today; correct?
45:10 A. Not that I am aware of. I know that
45:11 there is one that they're looking at.
45:12 Q. And so how long -- for how long has
45:13 St. Luke's been talking about controlling
45:14 utilization, in your experience?
45:15 A. Since 2003.

Page Range: 49:10-50:18

49:10 Q. Ms. House, I'm showing you what has
49:11 been marked as Plaintiff's Exhibit 213. It
49:12 appears to be an e-mail from you to Gary Fletcher,
49:13 Jack Kee, and Janet Miller. And I'll ask you to
49:14 take a look at it.
49:15 A. Okay.
49:16 Q. Is that, in fact, an e-mail that you
49:17 wrote?
49:18 A. It is.
49:19 Q. You started off by saying, "I wanted to
49:20 pass on a few comments I have received from some
49:21 local brokers," and you describe the comments.
49:22 So who were the local brokers you were
49:23 referring to here?
49:24 A. Mercer, Payne Financial, and Western
49:25 Benefit Solutions.
50: Page 50
50: 1 Q. Who at Mercer?
50: 2 A. Shelli Stayner.
50: 3 Q. And what was the second company you
50: 4 mentioned? I'm sorry.
50: 5 A. Payne Financial, Trish Quarlet.
50: 6 Q. How do you spell her name?

50: 7 A. Q-u-a-r-l-e-t.
50: 8 Q. Second?
50: 9 A. Western Benefit Solutions, Ron Osborn.
50:10 Those are some major brokers out in the
50:11 community.
50:12 Q. Okay. And you say, "Some brokers are
50:13 expressing their concerns regarding St. Luke's
50:14 acquisition of numerous practices. It seems there
50:15 is some concern over St. Luke's having a monopoly
50:16 and raising prices."
50:17 Did I read that correctly?
50:18 A. That is correct.

Page Range: 69:25-70:8

69:25 Q. BY MR. ETTINGER: Ms. House, you've
70: Page 70
70: 1 been handed Exhibit No. 215, which is a meeting of
70: 2 the Special Select Medical Network of Idaho and
70: 3 board meeting from August of 2008.
70: 4 So, first of all, did I identify that
70: 5 correctly?
70: 6 A. Yes.
70: 7 Q. And is that a meeting you attended?
70: 8 A. Yes.

Page Range: 70:12-70:22

70:12 Q. Why don't you take a look at it, and
70:13 I'll ask you about a couple of items.
70:14 All set?
70:15 A. I think so.
70:16 Q. Before I get into specifics of the
70:17 meeting, you were manager of Select Medical
70:18 Network at this time?
70:19 A. I was.
70:20 Q. And what did that mean, to be manager
70:21 of Select Medical Network?
70:22 A. I did most of the work.

Page Range: 72:3-72:5

72: 3 Q. So was this a special meeting to
72: 4 discuss the Micron situation?
72: 5 A. Yes.

Page Range: 72:14-73:4

72:14 Q. Okay. And did St. Luke's make a
72:15 proposal on its own, or did it make one with
72:16 Select?
72:17 A. It originally made the first one on its
72:18 own.
72:19 Q. And did it make one with Select?
72:20 A. It did.
72:21 Q. And the initial proposal from
72:22 St. Luke's and Select was rejected by Micron; is
72:23 that correct?
72:24 A. It was.
72:25 Q. And it says a counterproposal was made?
73: Page 73
73: 1 A. Correct.
73: 2 Q. And that was ultimately rejected, as
73: 3 well?
73: 4 A. It was.

Page Range: 75:11-77:5

75:11 Q. And that was all about the high
75:12 performance preferred network, Select, for Micron;
75:13 correct? The bidding we've been discussing?
75:14 A. Yes.
75:15 Q. But Micron was also interested in
75:16 having a second tier set of providers that would
75:17 not be the recipient of the preferred benefit
75:18 design, but would be for Micron employees;
75:19 correct?
75:20 A. Correct.
75:21 Q. And, in the minutes, the second box,
75:22 "Micron update," the second bullet, it says, "Dr.
75:23 Swanson also disclosed that IPN had been contacted
75:24 by Micron to submitted" -- to submit -- "a
75:25 proposal to Micron/Wise to be part of the second
76: Page 76
76: 1 tier."
76: 2 Do you see that?
76: 3 A. Um-hmm.
76: 4 Q. That's a yes?
76: 5 A. I see that. Yes. Sorry.
76: 6 Q. Do you recall that that had, in fact --
76: 7 that it was reported that that had, in fact,
76: 8 happened?
76: 9 A. Yes.

76:10 Q. What was and is IPN?
76:11 A. Idaho Physician Network is an
76:12 independent network across Idaho.
76:13 Q. And it consists of various kinds of
76:14 providers?
76:15 A. It does, hospitals, ancillary
76:16 providers, physicians, mid levels.
76:17 Q. And it includes St. Luke's, does it
76:18 not?
76:19 A. It does.
76:20 Q. Going to the second page of the
76:21 minutes, see under the first full bullet point
76:22 there, it says, quote, "If IPN contracts with
76:23 Micron as a second tier, St. Luke's would walk
76:24 away from IPN unless option to carve out Micron."
76:25 Do you see that?
77: Page 77
77: 1 A. Um-hmm.
77: 2 Q. Is that a yes?
77: 3 A. Yes, I do. Sorry.
77: 4 Q. And that was St. Luke's position?
77: 5 A. I believe so.

Page Range: 77:10-77:25

77:10 Q. Okay. Go back to the first page of the
77:11 document, under "Micron update," the fourth
77:12 bullet, you see it says, quote, "Keep in mind with
77:13 the growth of the Treasure Valley, Select will be
77:14 seeing other companies likewise making their
77:15 presence in Boise," close quote.
77:16 Do you see that reference?
77:17 A. Um-hmm.
77:18 Q. Do you remember that subject being
77:19 discussed at Select Medical?
77:20 A. Somewhat.
77:21 Q. And other companies, like Wise, was the
77:22 idea: Other companies may come in and try to get
77:23 deep discounts in exchange for preferential
77:24 treatment on behalf of employers?
77:25 A. I believe that's what was discussed.

Page Range: 82:25-83:20

82:25 Q. The programs that Select Medical is
83: Page 83

83: 1 offering -- first of all, Select Medical involves
83: 2 both St. Luke's physician and independent
83: 3 physicians?
83: 4 A. Correct.
83: 5 Q. And how do they break out at Select
83: 6 Medical, independents versus employed physicians?
83: 7 A. The board consisted of six independent
83: 8 practices and physicians that represent the
83: 9 employed physicians and three administrators from
83:10 St. Luke's.
83:11 Q. What about in terms of physicians who
83:12 are in the Select Medical Network, how did they
83:13 break out as between independents and St. Luke's
83:14 clinic physicians?
83:15 A. The majority were independents.
83:16 Q. And that was true when you were at
83:17 Select Medical?
83:18 A. Correct.
83:19 Q. Do you feel that's still true today?
83:20 A. No.

Page Range: 83:25-84:3

83:25 Q. Okay. And the Center for Spine
84: Page 84
84: 1 Wellness program, that involved independents, as
84: 2 well as employed physicians?
84: 3 A. Correct, and health plans.

Page Range: 87:3-87:7

87: 3 Q. Okay. So if a company like Wise came
87: 4 in, and another company like Wise came in to Boise
87: 5 and wanted to get a deeper discount in exchange
87: 6 for volume, how would agreeing to that interfere
87: 7 with St. Luke's integration?

Page Range: 87:9-87:18

87: 9 THE WITNESS: Can you repeat that, please.
87:10 Q. BY MR. ETTINGER: Just to put it into
87:11 context, you said we weren't interested in these
87:12 kinds of discount-for-volume offers because we
87:13 want to focus on clinical integration.
87:14 So my question is: In what way, if at

87:15 all, because frankly I don't see it, would
87:16 agreeing to such a program, discounts for volume,
87:17 have interfered with your clinical integration
87:18 efforts?

Page Range: 87:20-87:24

87:20 THE WITNESS: I'm not sure I can answer
87:21 that.
87:22 Q. BY MR. ETTINGER: The answer is: You
87:23 don't know?
87:24 A. I don't know.

Page Range: 91:19-91:25

91:19 Q. If St. Luke's offers a small discount
91:20 along with the benefits of its clinical
91:21 integration program, it could as easily, if it
91:22 chose to, offer a bigger discount along with the
91:23 benefits of the clinical integration program;
91:24 correct?
91:25 A. Yes.

Page Range: 92:2-92:5

92: 2 Q. BY MR. ETTINGER: But, in 2008, you
92: 3 chose not to, correct, offer a bigger discount?
92: 4 A. In 2008, we put on the table what we
92: 5 thought was a reasonable discount.

Page Range: 94:25-95:5

94:25 (Exhibit No. 1166 marked.)
95: Page 95
95: 1 I'm showing you Exhibit No. 216, which
95: 2 is an e-mail from Beth Toal to you, subject
95: 3 "Micron draft memo," attaching a memo.
95: 4 Did I describe the document correctly?
95: 5 A. Yes.

Page Range: 95:16-95:25

95:16 Q. Okay. And we talked a little bit

95:17 earlier about how there was a second tier to the
95:18 Micron/Wise program below the high performance
95:19 network tier?
95:20 A. Um-hmm.
95:21 Q. That's a yes?
95:22 A. Yes.
95:23 Q. And that was called the PPO network?
95:24 A. I believe so. I don't have the exact
95:25 terminology.

Page Range: 96:9-96:20

96: 9 Q. First Health declined after St. Luke's
96:10 -- well, let's go on to the fifth paragraph.
96:11 The fifth paragraph says, "St. Luke's
96:12 has chosen to terminate its agreement with First
96:13 Health."
96:14 Do you recall that that happened?
96:15 A. Yes.
96:16 Q. And after St. Luke's chose to terminate
96:17 its agreement with First Health, First Health was
96:18 no longer a player for the PPO network for Micron;
96:19 correct?
96:20 A. That is correct.

Page Range: 110:14-110:25

110:14 (Exhibit No. 219 marked.)
110:15 Q. Okay. You've been handed what has been
110:16 marked as Exhibit No. 219, Ms. House, which is --
110:17 it's participants and agenda for a meeting with
110:18 Micron, Select, and St. Luke's. And then attached
110:19 to it is a document that says, "Employer Relations
110:20 Talking Points."
110:21 Did I properly describe the document?
110:22 A. Yes.
110:23 Q. So do you recall that you attended a
110:24 meeting with Micron and St. Luke's personnel?
110:25 A. Yes.

Page Range: 111:20-113:19

111:20 Q. Let's go to point No. 1, little Roman
111:21 ii.
111:22 Do you see that the second sub bullet

111:23 under No. 1, under "Brief history"?

111:24 A. Um-hmm.

111:25 Q. It says there, "I have clearly

112: Page 112

112: 1 articulated Select and St. Luke's are willing to

112: 2 engage in conversation relating to a new delivery

112: 3 model. We are not interested in discounting for

112: 4 volume, participating in the Wise network, or

112: 5 strategies that would result in patient care

112: 6 disruption."

112: 7 Did I read that correctly?

112: 8 A. You did.

112: 9 Q. And was that St. Luke's and Select

112:10 Medical's position at the time?

112:11 A. Yes.

112:12 Q. Was that articulated at the meeting?

112:13 A. Yes.

112:14 Q. By whom?

112:15 A. Myself. And it was actually

112:16 articulated prior to the meeting because we wanted

112:17 to make sure that we weren't going in to have the

112:18 same conversation we didn't have the previous

112:19 year.

112:20 Q. And who was it -- who articulated it

112:21 prior to the meeting?

112:22 A. Probably myself.

112:23 Q. You called Margo Nicholson?

112:24 A. Um-hmm.

112:25 Q. That's a yes?

113: Page 113

113: 1 A. Yes.

113: 2 Q. Let's talk about that item for a

113: 3 minute.

113: 4 By participating in the Wise network,

113: 5 did you mean we didn't want to be part of an

113: 6 arrangement that involved Wise or Imagine?

113: 7 A. Select Medical Network did not want to

113: 8 contract with Wise or Imagine. Again, individual

113: 9 physicians could contract with them on their own.

113:10 Q. So the first sentence here says, as I

113:11 read to you, "Select and St. Luke's," and then it

113:12 says, "we" in the second sentence.

113:13 So were those points applicable to both

113:14 Select and St. Luke's?

113:15 A. I believe so. St. Luke's did not want

113:16 to get into a -- any kind of a -- just a simple

113:17 rate negotiation that was going to pull people

113:18 away from where they had already moved to receive

113:19 care.

Page Range: 113:20-114:19

113:20 Q. And it says, among other things, you
113:21 said you're not interested in doing it. In the
113:22 second sentence, it says, "Strategies that would
113:23 result in patient care disruption."

113:24 A. Correct.

113:25 Q. What does that refer to?

114: Page 114

114: 1 A. Well, we had a lot of patients that had
114: 2 been utilizing St. Luke's at the onset of the
114: 3 Micron negotiations. And those people could have
114: 4 been in the middle of cancer treatment, had
114: 5 children at NICU. They were seeing St. Luke's
114: 6 physicians for their deliveries.
114: 7 And a lot of those patients, we tried
114: 8 to accommodate them by working with Micron on
114: 9 allowing them to get through their entire episode
114:10 of care and give them a better rate. And that was
114:11 refused by Micron. So that really impacted those
114:12 people that they either had to switch their
114:13 carrier of where they were getting cancer
114:14 treatment or they would end of up paying more.
114:15 And we did not want -- if we were going
114:16 to renegotiate with them, we did not want that
114:17 same scenario happening again, where there would
114:18 be disruption in the current care they were
114:19 receiving.

Page Range: 118:4-118:22

118: 4 Q. Were you articulating there that, you
118: 5 were telling Micron: If you want to have a
118: 6 meeting with us, we don't want Wise at the
118: 7 meeting?

118: 8 A. Um-hmm.

118: 9 Q. That's a yes?

118:10 A. Yes.

118:11 Q. Why didn't you want Wise even to be
118:12 present at the meeting?

118:13 A. Why did we not want them to be present?

118:14 Q. Right.

118:15 A. Because we didn't want to contract
118:16 through them. This was to be a separate

118:17 negotiation that was a direct deal with Micron.
118:18 So there was no reason for Wise to be present in
118:19 the meeting.
118:20 Q. Was St. Luke's worried that Wise and
118:21 Imagine had a strategy to disrupt competition in
118:22 the market?

Page Range: 118:24-119:2

118:24 THE WITNESS: Would you repeat that.
118:25 Q. BY MR. ETTINGER: Was St. Luke's and
119: Page 119
119: 1 Select Medical concerned that Wise and Imagine had
119: 2 a strategy to disrupt competition in the market?

Page Range: 119:4-119:11

119: 4 THE WITNESS: I think that that was obvious
119: 5 that they were doing that.
119: 6 Q. BY MR. ETTINGER: And St. Luke's was
119: 7 against that?
119: 8 A. I can't speak for St. Luke's. I can
119: 9 speak for Linda House.
119:10 Q. Linda House was against that?
119:11 A. Linda House was against that.

Page Range: 143:3-144:16

143: 3
143: 4
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143: 7
143: 8 **REDACTED**
143: 9
143:10
143:11
143:12
143:13
143:14
143:15
143:16
143:17 March 7, 2012, at 2:55 p.m.?
143:18 A. I do.
143:19 Q. And, in the paragraph marked

143:20 "Secondly," I want to ask you about that. Why

143:21 don't you read it, and I'll ask you about it.

143:22 A. The second paragraph?

143:23 Q. The second one that says, "Secondly,"

143:24 which is actually the third paragraph.

143:25 A. Thank you.

144: Page 144

144: 1 Yes.

144: 2 Q. And one of the things you say there,

144: 3 that you confirm to Margo that the St. Luke's

144: 4 clinic physicians who were in the Wise/Imagine

144: 5 network were planning to terminate on June 30,

144: 6 2012; is that correct?

144: 7 A. That is correct.

144: 8 Q. And it happened, did it not?

144: 9 A. I ACN only speculate. I don't know.

144:10 Q. And that included physician groups who

144:11 when they had -- before they had been acquired by

144:12 St. Luke's, had contracted with the Wise/Imagine

144:13 network at discounted rates; correct?

144:14 A. Correct. I don't know if they were

144:15 discounted rates. I just know they were

144:16 contracted.

Page Range: 177:10-177:15

177:10 You've been handed Exhibit No. 229,

177:11 which is an e-mail from you to Mary Cronin and

177:12 Dave McFadden, July 20, 2012; subject: Referral

177:13 and access center.

177:14 Did I describe the document correctly?

177:15 A. Yes.

Page Range: 184:25-185:22

184:25 Q. Why don't you turn to the seventh page

185: Page 185

185: 1 of the document. It says, "Problem Statement -

185: 2 Shortage of Primary Care providers."

185: 3 A. Um-hmm.

185: 4 Q. And it says, "Recruitment of the

185: 5 primary care physicians becomes more difficult as

185: 6 newly trained physicians are electing to

185: 7 specialize rather than stay in primary care."

185: 8 A. Yes.

185: 9 Q. Was that yes?

185:10 A. Yes.
185:11 Q. Was that presented to the committee?
185:12 A. Yes.
185:13 Q. And was that consistent with your
185:14 understanding?
185:15 A. I don't know what the -- I don't have
185:16 an understanding of what happened in Twin Falls.
185:17 Q. This is a general statement? It's not
185:18 restricted to Twin Falls, is it?
185:19 A. It is a Twin Falls document.
185:20 Q. But, as a general statement, the
185:21 statement I read, is that consistent with your
185:22 understanding?

Page Range: 185:24-186:19

185:24 THE WITNESS: Well, I would say within
185:25 primary care physicians, that's a true statement.
186: Page 186
186: 1 A lot of internal medicine physicians that used to
186: 2 have practices are now becoming hospital-less.
186: 3 And, because of that, they can't see patients. So
186: 4 there is no access to providers. So, yes, in that
186: 5 area.
186: 6 Q. BY MR. ETTINGER: That's more than --
186: 7 as a general statement, beyond Twin Falls, that is
186: 8 true, is it not?
186: 9 A. The statement that I just made in
186:10 reference to internal medicine physicians is
186:11 correct. I would say that is a true statement.
186:12 Q. But in that area? You meant in the
186:13 area of general internal medicine?
186:14 A. Correct.
186:15 Q. Okay. And, in fact, isn't it the case
186:16 that some years earlier you developed a finder's
186:17 fee to try to find internists because it was so
186:18 difficult to recruit them?
186:19 A. Yes, um-hmm.

Page Range: 187:1-187:15

187: 1 You've been handed Exhibit No. 230.
187: 2 The cover note is an e-mail from Dana Ellis to
187: 3 Carrie Cowgill, Greg Orr, and you; subject:
187: 4 Forward: Finder's fee. And then there were
187: 5 several e-mails attached. And then the bottom

187: 6 document is Internal Medicine Referral Incentive
187: 7 Program.
187: 8 So, first of all, let me know if I have
187: 9 correctly identified the document.
187:10 A. Yes, you have.
187:11 Q. Okay. And, as you mentioned a minute
187:12 ago, there was a finder's fee approved to try to
187:13 help recruit general internal medicine physicians;
187:14 is that correct?
187:15 A. That is correct.

Page Range: 188:5-188:11

188: 5 Q. It says in the first paragraph, at the
188: 6 end, "St. Luke's has also classified general
188: 7 internal medicine physicians as difficult to
188: 8 recruit."
188: 9 Do you recall that classification by
188:10 St. Luke's?
188:11 A. Absolutely.