

ORIGINAL

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COURT OF CLAIMS
OF OHIO

2014 SEP 11 AM 11:02

IN THE COURT OF CLAIMS OF OHIO

Yong Hui Sheffield, et al.,

Plaintiffs

Case No.: 2013-00013

-v-

The Ohio State University Medical Center,

Judge Dale A. Crawford

Defendant and Third-Party Plaintiff,

-v-

Ohio Healthcare Purchasing, Inc. etc., et al.

Jury Demand Endorsed Hereon

Third Party Defendants

ANSWER TO THIRD PARTY COMPLAINT BY MEDICAL STAFFING

OPTIONS, INC.

Third-party defendant Medical Staffing Options, Inc., for its answer to the third-party complaint of defendant The Ohio State University Medical Center, states:

First Defense:

- 1) The third-party complaint does or may fail to state a claim against this answering third-party defendant upon which relief can be granted.

Second Defense:

- 2) Third-party plaintiff, The Ohio State University Medical Center, does or may lack standing with respect to some or all of the claims set forth in the third-party complaint.

Third Defense-Answer:

ON COMPUTER

- 3) States that it is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 1.
- 4) Admits the allegations contained in paragraphs 2 and 3.
- 5) Denies the allegations contained paragraph 4.
- 6) Admits that portion of paragraph 5 which alleges that there is an exhibit styled "Participation Agreement" attached the third-party complaint which, appears to been executed on or about March 24, 2011, but denies for want of knowledge and information as to the truth thereof all other allegations contained in said paragraph.
- 7) Denies that the "Participation Agreement" contains the precise language alleged in paragraph 6 of the third-party complaint and affirmatively states that the agreement, a written contract between parties other than this answering third-party defendant, is complete and speaks for itself.
- 8) Denies that the "Participation Agreement" contains the precise language alleged in paragraph 7, but admits that some of the language set forth in said paragraph is contained within that agreement.
- 9) Denies, for want of knowledge and information as to the truth thereof or because they are untrue, the allegations contained in paragraph 8.
- 10) Admits the allegations contained in paragraph 9.
- 11) Admits that portion of paragraph 10 which alleges that the "Master Agreement" did contain provisions concerning certain types of insurance but, responding further,

- denies that said paragraph completely fully or adequately sets forth the nature and extent of those obligations.
- 12) Admits the existence of "The Addendum to the Master Agreement for OSUMC", but denies that paragraph 11 otherwise fully and/or completely the sets forth the terms and conditions of the agreement between the parties thereto.
- 13) Admits those portions of paragraph 12 which summarize the claims set forth by plaintiffs against defendant, but denies the veracity of those allegations.
- 14) Admits only that portion of paragraph 13 which alleges that at various times nurse Gullett was employed by and/or placed by this answering third-party defendant to provide nursing services at The Ohio State University Medical Center, but denies all other allegations contained therein.
- 15) Admits, as alleged in paragraph 14, that plaintiffs claimed damages in excess of \$25,000, but deny their entitlement to those damages.
- 16) Admits the allegations contained in paragraph 15.
- 17) Admits the allegations contained in paragraph 16.

Answer to Count One

- 18) Third-party defendant Medical Staffing Options, Inc., in response to paragraph 17, incorporates its admissions, denials and affirmative defenses as if fully rewritten herein.
- 19) Admits, as alleged in paragraph 18, that plaintiffs claim damages caused by acts or omissions of Nurse Gullett, but deny the veracity of those claims.
- 20) Denies the allegations contained in paragraphs 19 and 20.

Answer to Count Two

- 21) Third-party defendant Medical Staffing Options, Inc., in response to paragraph 21, incorporates its admissions, denials and affirmative defenses as if fully rewritten herein.
- 22) Denies, for want of knowledge and information as to the truth thereof, because they are untrue or because no allegations directed to this answering defendant are set forth therein paragraphs 22 and 23.

Answer to Count Three

- 23) Third-party defendant Medical Staffing Options, Inc., in response to paragraph 24, incorporates its admissions, denials and affirmative defenses as if fully rewritten herein.
- 24) Denies the allegations contained in paragraphs 25, 26 and 27.

WHEREFORE, having fully answered, third-party defendant Medical Staffing Options, Inc. prays that upon final hearing the third-party complaint of The Ohio State University Medical Center be dismissed and it be permitted to go hence with its costs.



Thomas D. Hunter (0014580)
604 East Rich Street
Columbus, OH 43215
(614) 224-0843-phone
(614) 228-8811-fax
thunter@tdhunterlaw.com

JURY DEMAND

Third-party defendant Medical Staffing Options, Inc., through its undersigned counsel, hereby demands trial by jury of eight on all issues so triable in the within matter.



Thomas D. Hunter (0014580)

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing pleading has been sent by regular United States mail, postage prepaid, this fifth day of September, 2014, to:

Michael DeWine
Ohio Attorney General
Karl W. Schedler
Daniel R. Forsyth
Assistant Attorneys General
Court Of Claims Defense
150 East Gay St.
18th floor
Columbus, OH 43215
Counsel for Defendant/Third-Party Plaintiff

Michael J. Rourke
Robert P. Miller
Rourke & Blumenthal
495 South High St.
Suite 450
Columbus, OH 43215
Counsel for Plaintiffs

Quintin Lindsmith
Bricker & Eckler, LLP
100 South Third Street
Columbus, Ohio 43215
*Counsel for Third-Party Defendant
Ohio Healthcare Purchasing, Inc.*



Thomas D. Hunter (0014580)

Law Offices of Thomas D. Hunter

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copy to return.
AC*

Ohio 43215
Tel. (614) 224-0843
Fax. (614) 228-8814
thunter@tdhunterlaw.com
www.thomasdhunterlaw.com

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September 5, 2014

Clerk-Court of Claims of Ohio
The Ohio Judicial Center
65 South Front Street
Third Floor
Columbus, Ohio 43215

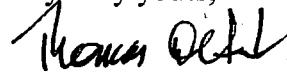
Re: Sheffield v. The Ohio State University Medical Center
2013-00013

Dear Clerk:

I enclose with this letter the original and a copy of the answer to the third party complaint which I am filing on behalf of third-party defendant Medical Staffing Options, Inc. Would you kindly accept the original for filing and return time stamped, conformed copies to me in the preaddressed, postage paid envelope I provide for that purpose. If you have any questions please do not hesitate to call.

*no
copies
AC*

Very truly yours,



Thomas D. Hunter

TDH/kh
enclosure