

UNITED STATES DISTRICT COURT  
DISTRICT OF MINNESOTA

Anmarie Calgaro,

Civil Action No.: 0:16-cv-03919-PAM-LIB

Plaintiff,

vs.

St. Louis County; Linnea Mirsch, individually and in her capacity as Interim Director of St. Louis County Public Health and Human Services; Fairview Health Services, a Minnesota nonprofit corporation; Park Nicollet Health Services, a nonprofit corporation; St. Louis County School District; Michael Johnson, individually and in his official capacity as Principal of the Cherry School, St. Louis County School District; and J.D.K.,

**DECLARATION OF THOMAS FINK**

Defendants.

STATE OF MINNESOTA     )  
  ) ss.  
COUNTY OF ST. LOUIS     )

Thomas Fink, states as follows:

1. I am a Vice President/Regional Financial Officer at the Fairview Range Medical Center in Hibbing, St. Louis County, Minnesota. Fairview Range Medical Center is part of Fairview Health Services. My job duties include oversight of system financial operations, financial planning and forecasting, analyzing and interpreting financial trends, and performing financial analysis of service-lines performance, productivity, revenue, and other performance

indicators for Fairview Range Medical Center. I am making this declaration based on my personal knowledge and experience and I submit it in opposition to Plaintiff's motion for summary judgment. I understand the lawsuit against Fairview Health Services in this matter arises out of its alleged provision of medical services and treatment to Plaintiff's child, identified as J.D.K. in the lawsuit.

2. Fairview Range Medical Center does not base its decisions to provide medical treatment and services to a patient upon the source of the funds that the patient will use to pay for the treatment.

3. As it concerns treatment and services for minors, when deciding whether a minor has the capacity to grant effective consent for medical treatment, Fairview Range Medical Center does not consider whether the minor patient will pay for the medical services with public assistance funds, private insurance funds, or the minor's personal funds.

4. Fairview Range Medical Center does not provide non-emergency medical services to a minor without the consent of a parent or guardian if it does not believe the minor had the capacity to give effective consent for treatment. This practice is adhered to regardless of whether the medical services and treatment is paid for by St. Louis County or the State of Minnesota.

5. Fairview Range Medical Center does not permit St. Louis County or the State of Minnesota, through their use of public funds, to control Fairview Range Medical Center's discretion, or the discretion of its medical providers, as

to decisions regarding the appropriate treatment and services provided to patients.

FURTHER YOUR AFFIANT SAYETH NAUGHT.

I declare under penalty of perjury that everything I have stated in this document is true and correct.

Dated: January 5, 2017

  
Thomas Fink