

Health Care Compliance Monitor Agreement

This Health Care Compliance Monitor Agreement (hereinafter “agreement”) entered into this 1st day of August 2019, by and between the Lexington-Fayette Urban County Government (hereinafter “LFUCG”) and C Cesario Medical Consulting LLC, 720 NE 69th Street 12W, Miami, FL 33138, (hereinafter “C Cesario Medical Consulting LLC”), provides as follows:

1.1 Introduction

In providing these services, Carla Cesario will report directly to the Director or designee. C Cesario Medical Consulting LLC will provide quarterly on-site visits to Lexington-Fayette Community Corrections for the purpose of monitoring the health care contract of the healthcare vendor (hereinafter “vendor”).

- A. Compensation will be \$22,000 per year for consulting services, to be invoiced by C Cesario Medical Consulting LLC on a quarterly basis, together with reasonable travel expenses with itemized and documented proof thereof. The term of the agreement will run October 1, 2019 through September 30, 2022, with an option to renew for 2 one-year renewals, at the renewal increase of 10% per year.

C Cesario Medical Consulting LLC will meet with LFUCG representatives on a quarterly basis regarding contractual issues and/or service issues and will systematically review and report findings, efforts and progress regarding inmate health services provided and will make recommendations for improvement of services by the vendor.

C Cesario Medical Consulting LLC will provide on-site service one to two days per quarter that are mutually agreeable to both LFUCG and the vendor. C Cesario Medical Consulting LLC will submit quarterly reports that are pertinent to the monitoring of the inmate health care program.

Monitoring services will include:

1. Review of vendor’s obligation to ensure compliance with contractual obligations,
2. Review of vendor’s work schedule, e.g. time sheets, personnel records, and wage forms to ensure compliance with contractual obligations.
3. Review of files such as quality improvement, staffing and administrative meetings to ensure adequate steps are being maintained in the provision of adequate health care service.
4. Review of on-site and off-site medical care, and pharmacy services to determine appropriateness to the contract and cost-effectiveness to LFUCG.

5. Conduct site visits, chart audits, interviews, and inspections on a regular basis at the LFUCG Division of Community Corrections.

1.2 Assessment of the Quality of Care Provided

C Cesario Medical Consulting LLC will conduct an on-site operational review of the medical, dental, mental health provided to the inmates within LFUCG Division of Community Corrections. A written report will be submitted on the care provided with specific recommendations on service deliveries and areas for improvement. C Cesario Medical Consulting LLC will perform an independent review of policies and procedures and their ability to satisfy applicable standards. In performing an assessment of the care, C Cesario Medical Consulting LLC will:

Evaluate the quality of the health service delivery system and will focus on critical areas; intra-system transfer, clinical encounter, chronic care, medication administration, access to care, emergency services, dental care, mental health, specialty consults and infection control.

An audit, which consists of critical indicators that will gauge timeliness, consistency, accessibility, and completeness of services provided. Charts selected for the review will be randomly selected.

Data regarding service delivery, workload patterns, and provider productivity will also be analyzed by reviewing monthly statistical forms currently compiled by the vendor. These utilization forms specify sick call visits, emergency room visits, off-site specialty consults, ER trips, and inpatient admissions. C Cesario Medical Consulting LLC will review service level, quality of care and administrative practices to determine if contractual obligations are met.

1.3 Utilization of On-Site Services

In reviewing service utilization C Cesario Medical Consulting LLC will review:

1. Utilization of sick call services, and infirmary level services.
2. Number of inmates with infectious diseases.
3. Utilization of services in emergency room, hospitalizations, length of stay (LOS), etc.
4. Number of inmates on detox protocol, psychotropic medications, and types of medication ordered and costs of medication.

1.4 Organizational Structure Components

In reviewing the organizational structure of the LFUCG Division of Community Correction's medical program, an evaluation would be made regarding the reporting process qualifications and responsibilities of the vendor's site leadership team, relationships with security personnel, authority of health administrator over personnel, fiscal management.

1.5 Staffing

In reviewing staffing patterns, C Cesario Medical Consulting LLC will review the current staffing pattern and its adequacy in meeting the needs of the LFUCG, to include all applicable local and national standards. Areas that will be assessed will be mixtures of discipline of providers, availability of staff, vacancy rates, salary scales, and training needs of the health care staff.

Procedures will be put in place to monitor staffing patterns, timesheets to ensure compliance with contractual obligations of the vendor and to obtain appropriate credits for vacancies that are due to LFUCG.

1.6 Access to Health Care

A review of the health care services will include:

1. An examination of the initial health screening performed at intake.
2. Routine history and physical examinations.
3. Sick call process and triaging methods, timeframe and backlog (if any) of inmates waiting to see various providers (e.g. physician, dentist, psychiatrist, etc.).
4. Provision of emergency care and off-site care.

1.7 Pharmaceutical Services and Supplies

In monitoring pharmaceutical services, C Cesario Medical Consulting LLC will review:

1. Type of medications and supplies.
2. Monitoring devices, i.e., side effects, and chronic disease patients.
3. Administration procedures.
4. Number of inmates receiving medications.

1.8 Management Information System

An analysis will be conducted regarding the current system of data collection, with recommendations made as to the type of data that should be collected and an identification

of the data sources. C Cesario Medical Consulting LLC will review vendor documentation to ensure compliance with contractual obligations. C Cesario Medical Consulting LLC will assist the vendor in developing documentation and maintenance of reports pertinent to the provision of inmate health care.

1.9 Data Sources and Methods of Study

For the purposes of describing and assessing the health care delivery in LFUCG's Division of Community Corrections, data will be collected and analyzed from a variety of sources. These include the following:

1. Site visits and interviews.
2. Review of utilization data reported by the institutions.
3. Expenditure data by component of service delivery, i.e., salaries, hospitalizations, pharmaceuticals.
4. Analysis of personnel positions, vacancy rate and salary scales.
5. Review of encounter forms.
6. Health services Monthly and Quarterly Reports.
7. Copies of vendor contract, and contracts with hospitals and private health care providers.
8. Copies of relevant administrative and statutory laws affecting health care.
9. Review of active lawsuits, founded grievances regarding medical care and mortality reviews.
10. Fiscal and Budgetary reports; including amount authorized for the health care system.
11. Copy of vendor's medical policy and procedure manual.
12. Handbooks or other items provided at entry to inmates at the institution delineating medical services.
13. Organizational charts delineating lines of authority.
14. Review of medical records.

2.0 Cancellation

If the services to be performed hereunder by the C Cesario Medical Consulting LLC are not performed in an acceptable manner to LFUCG, LFUCG may cancel this agreement for cause by providing written notice to C Cesario Medical Consulting LLC, giving at least thirty (30) days' notice of proposed cancellation and the reasons for same. During that time period, C Cesario Medical Consulting LLC may seek to bring the performance of services hereunder to a level that is acceptable to LFUCG, and LFUCG may rescind the cancellation if such action is in its best interest.

2.1 Termination for Cause

LFUCG may terminate this agreement because of the C Cesario Medical Consulting LLC's failure to perform its duties under the agreement.

1. If C Cesario Medical Consulting LLC is determined to be in default, LFUCG shall notify C Cesario Medical Consulting LLC of the determination in writing, and may include a specified date by which C Cesario Medical Consulting LLC shall cure the identified deficiencies. LFUCG may proceed with termination if the C Cesario Medical Consulting LLC fails to cure the deficiencies within the specified time.
2. A default in performance by a C Cesario Medical Consulting LLC for which the agreement may be terminated shall include, but shall not necessarily be limited to:
 - a. Failure to perform the agreement according to its terms, conditions and specifications;
 - b. Failure to diligently advance the work under the agreement;
 - c. The filing of a bankruptcy petition by or against C Cesario Medical Consulting LLC; or
 - d. Actions that endanger the health, safety or welfare of LFUCG or its citizens.

2.2 At Will Termination

Notwithstanding the above provisions, LFUCG may terminate this agreement at will in accordance with the law upon providing thirty (30) days written notice of that intent. Payment for services or goods received prior to termination shall be made by LFUCG provided these goods or services were provided in a manner acceptable to LFUCG. Payment for those goods and services shall not be unreasonably withheld.

2.3 LFUCG Non-Appropriation Clause

C Cesario Medical Consulting LLC acknowledges that LFUCG is a governmental entity, and the agreement validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are unavailable and not appropriated for the performance of LFUCG's obligations under this agreement, then this agreement shall automatically expire without penalty to LFUCG thirty (30) days after written notice to C Cesario Medical Consulting LLC of the unavailability and non-appropriation of public funds. It is expressly agreed that LFUCG shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this agreement, but only as an emergency fiscal

measure during a substantial fiscal crisis, which affects generally its governmental operations.

In the event of a change in LFUCG's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects the LFUCG's authority to continue its obligations under this agreement, then this agreement shall automatically terminate without penalty to LFUCG upon written notice to C Cesario Medical Consulting LLC of such limitation or change in LFUCG's legal authority.

2.4 Assignment of Agreement

C Cesario Medical Consulting LLC shall not assign or subcontract any portion of the agreement without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.

2.5 No Waiver

No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this agreement shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.

2.6 Authority to do Business

C Cesario Medical Consulting LLC must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this agreement. C Cesario Medical Consulting LLC must have all necessary right and lawful authority to enter into this agreement for the full term hereof and that proper corporate or other action has been duly taken authorizing C Cesario Medical Consulting LLC to enter into this agreement. C Cesario Medical Consulting LLC will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that C Cesario Medical Consulting LLC is authorized to do business in the State of Kentucky, if requested. All proposals must be signed by a duly authorized officer, agent or employee of C Cesario Medical Consulting LLC.

2.7 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this agreement, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this agreement or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

2.8 Ability to Meet Obligations

C Cesario Medical Consulting LLC affirmatively states that there are no actions, suits or proceedings of any kind pending against it or, to the knowledge of the it, threatened against it before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of it to perform its obligations under this Agreement, or which question the legality, validity or enforceability hereof or thereof.

2.9 Status of Contractor

C Cesario Medical Consulting LLC understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. C Cesario Medical Consulting LLC is an independent contractor at all times during the performance of the services specified.

3.0 Severability

If any term or provision of this agreement shall be found to be illegal or unenforceable, the remainder of the agreement shall remain in full force and such term or provision shall be deemed stricken.

3.1 Trade or Service Marks

C Cesario Medical Consulting LLC will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in

its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. C Cesario Medical Consulting LLC agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.

3.2 Indemnification and Hold Harmless Provision

1. It is understood and agreed by the parties that C Cesario Medical Consulting LLC hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of C Cesario Medical Consulting LLC or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.

2. C Cesario Medical Consulting LLC shall indemnify, hold harmless, and defend Lexington-Fayette Urban County Government, its elected and appointed officials, employees, agents, and successors in interest from all claims, damages, losses, and expenses including attorney's fee, arising out of or resulting, directly or indirectly, from C Cesario Medical Consulting LLC's (or C Cesario Medical Consulting LLC's Subcontractor, if any) performance or breach of the contract provided that such claim, damage, loss, or expense is: (1) attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property, (including the loss of use resulting therefrom), or to or from the negligent acts, errors, or omissions, or willful misconduct of the C Cesario Medical Consulting LLC; and (2) not caused solely by the negligent act or omission or willful misconduct of LFUCG, or its elected and appointed officials and employees acting within the scope of their employment.

3. Notwithstanding, the foregoing, with respect to any professional services performed by C Cesario Medical Consulting LLC hereunder (and to the fullest extent permitted by law), C Cesario Medical Consulting LLC shall indemnify, save, hold harmless and defend LFUCG from and against any and all liability, damages and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of C Cesario Medical Consulting LLC in the performance of this agreement.

4. These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.

5. LFUCG is a political subdivision of the Commonwealth of Kentucky. C Cesario Medical Consulting LLC acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend C Cesario Medical Consulting LLC in any manner.

C CESARIO MEDICAL CONSULTING LLC

By: Carla Cesario
Carla Cesario,

9/27/19
Date

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton

10/10/19
Date

X:\Cases\DETENTION\19-MS0002\CONT\00664512.DOCX