

**UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF ILLINOIS**

FELITA MCGEE, as Independent)
Administrator of the Estate of MICHAEL)
CARTER, SR., *deceased* and as next-of-kin)
Plaintiff)

vs.)

Case No. 16-cv-02221

MACON COUNTY SHERIFF'S)
DEPARTMENT; DECATUR MEMORIAL)
HOSPITAL; DMH CORPORATE)
HEALTH SERVICES; ROBERT)
BRACO, MD; JO BATES, LPN;)
RANDELL WEST; LARRY PARSANO;)
TERRY COLLINS; MICHAEL PATTON;)
and JOSHUA PAGE)
Defendants.)

**PLAINTIFF'S MOTION FOR SANCTIONS PURSUANT TO FED. R. CIV. P. 37
AGAINST DEFENDANT DECATUR MEMORIAL HOSPITAL AND DEFENDANT
ROBERT BRACO**

Plaintiff, FELITA MCGEE, as Independent Administrator of the ESTATE OF MICHAEL CARTER, SR. *deceased*, by her attorneys, LAW OFFICES OF RAHSAAN A. GORDON, and pursuant to Fed. R. Civ. P. 37, hereby motions the Court to enter an order sanctioning Defendant DECATUR MEMORIAL HOSPITAL ("DMH") and Defendant ROBERT BRACO ("Braco"), and in support states as follows:

BACKGROUND

1. Plaintiff brings this cause of action against various defendants for various claims including wrongful death, survival, constitutional violations, state law medical malpractice, and battery.

2. Plaintiff alleges Michael Carter, Sr.'s death occurred on or about July 18, 2015, while in the care of Defendant Decatur Memorial Hospital's (DMH) employees, Defendant Dr. Robert Braco and Defendant Nurse Jo Bates, and pursuant to its health services contract with Defendant Macon County Sheriff's Department ("Sheriff").

3. Mr. Carter, Sr. was booked into Macon County's jail on July 13, 2015, and self-reported as a Type 2 diabetic. Five days later he died from diabetic ketoacidosis after being under the medical care of Defendants. (*See* Plaintiff's Amended Complaint – Attached hereto as Exhibit A)

4. On January 5, 2018, Plaintiff forwarded Defendant DMH written discovery requests, consisting of interrogatories and a request to produce certain documents (*See* Plaintiff's Interrogatories – Attached hereto as Exhibit B; *See* Plaintiff's Request to Produce – Attached hereto as Exhibit C; and *See* Plaintiff's counsel's email to Defendant DMH's counsel – Attached hereto as Exhibit D)

5. In relevant part, Plaintiff requested the following:

PLAINTIFF'S INTERROGATORIES TO DMH AND BRACO (1/5/18)

2. Do you know of any statements made by any person relating to the care and treatment of the decedent or the damages alleged of in the complaint? If so, give the name and address of each such witness and the date of the statement, and state whether such statement was written or oral and if written the present location of each such statement.
13. Have you (or has anyone acting on your behalf) had any conversations with any person at any time with regard to the manner in which the care and treatment alleged in the complaint was provided, or have you

overheard any statement made by any persons at any time with regard to the injuries complained of by the plaintiff or the manner in which the care and treatment alleged in the complaint was provided? If so, state: a. The date or dates of such conversation(s) and/or statements(s); b. The place of such conversation(s) and/or statement(s); c. All persons present for the conversation(s) and/or statement(s); d. The matters and things stated by the person in the conversation(s) and/or statement(s); e. Whether the conversation(s) was oral, written and/or recorded; and f. Who has possession of the statement(s) if written and/or recorded.

19. Identify any statements, information and/or documents known to you and requested by any of the foregoing interrogatories which you claim to be work product or subject to any common law or statutory privilege, and with respect to each interrogatory, specify the legal basis for the claim.
20. List the name and address of all persons (other than yourself and persons heretofore listed) who have knowledge of the facts of the care and treatment complained of in the complaint filed herein and/or of the injuries claimed to have resulted therefrom.

PLAINTIFF'S PROD. REQUESTS TO DMH AND BRACO (1/5/18)

1. Any and all documents, notes, reports, summaries, photographs, audio recordings, video recordings, and any other tangible item(s) relating to the circumstances surrounding Michael Carter Sr.'s death.

3. Any and all documents, notes, reports, summaries, photographs, audio recordings, video recordings, and any other tangible item(s) relating to any investigation into the death of Michael Carter. Sr.

6. On February 5, 2018, Defendant DMH swore, via its Vice-President of Legal Affairs and Corporate Compliance, Katherine Anderson, that she **had “read the foregoing responses to Plaintiff’s Interrogatories, and the answers made herein were true, correct and complete to the best of her knowledge and belief.”** (*emphasis added*) (See Defendant DMH’s Response to Plaintiff’s Interrogatories – Attached hereto as Exhibit E)

7. At the time of Mr. Carter, Sr.’s death in July 2015, Ms. Anderson also represented both Defendants Braco and Bates at various interviews with Illinois State Police investigating the circumstances surrounding Mr. Carter, Sr.’s death, as a partner at the same law firm currently representing Defendants DMH and Braco.

8. By the time Plaintiff filed her lawsuit, Ms. Anderson had left the law firm to become Vice-President of Legal Affairs and Corporate Compliance for Defendant DMH. The same law firm also represented Defendant Bates in the herein action, before Defendant Bates retained new counsel due to an obvious conflict between her two co-Defendants, DMH and Braco.

9. In Defendant DMH’s responses to Plaintiff’s interrogatory # 2, it swore it was only aware of an Illinois State Police investigation, and “unaware of any statements independent of that report.” (Exh. E)

10. In Defendant DMH’s response to interrogatory #13, it swore it (or anyone on its behalf) was unaware of any non-privileged conversations and/or statements made by anyone, or overheard any relating to “the manner in which the care and treatment” of Michael Carter. (*Id.*)

11. In Defendant DMH's response to interrogatory #20, it again swears, under oath, denial of knowledge of any non-privileged information regarding the "name, address of all person who have knowledge of the facts of the care and treatment complained of in the complaint..." (*Id.*)

12. In Defendant DMH's response to Plaintiff's Request to Produce, there are more **complete denials regarding knowledge of existing statements "documents, notes reports," etc.** relating to this incident other than those contained within the Illinois State Police. (*See* Defendant DMH's Response to Plaintiff's Request to Produce – Attached hereto as Exhibit F)

13. On April 10, 2018, Plaintiff took the discovery deposition of John Ridley, an executive vice-president at Defendant DMH. He's the only non-party witness voluntarily produced by Defendant DMH during the entirety of discovery.

14. Mr. Ridley signed the health services agreement contract in effect at the time of Mr. Carter, Sr.'s death. (*See* John Ridley Deposition at 36 – Attached hereto as Exhibit G) He testified, "At that time the corporate health department at the hospital reported to me, so it would have been natural for me to be the executive to sign the agreement." (*Id.*)

16. Debbie Acciavatti was Administrative Director of Defendant's DMH's Corporate Health Division, and worked at DMH for more than 35 years. (*Id.* at 41, and 49 – 52) She managed the day-today operations of the jail. (*Id.* at 49-52)

17. Mr. Ridley testified he learned about Mr. Carter, Sr.'s death from Debbie Acciavatti shortly after the incident. (*Id.* at 105 – 106)

18. Mr. Ridley swore, under oath, he was unaware Jo Bates was no longer employed by Defendant DMH. (*Id.* at 99)

Q: Are you aware that Jo Bates is no longer employed by DMH?

A: No, I'm not.

19. Ridley further testified that Ms. Acciavatti provided him no details regarding the incident, other than “we had the death at the jail.” And “no details.” (*Id.* 105 - 108)

20. After the parties were unable to reach settlement a Court-hosted settlement conference, Plaintiff subpoenaed Ms. Acciavatti for deposition, a now former DMH employee, terminated a year after the incident. (*See* Debbie Acciavatti Deposition at p. 36 – Attached hereto as Exhibit H)

21. Ms. Acciavatti testified that later the same day of Mr. Carter, Sr.'s death, the jail's administrator called and told her that Defendant Bates wasn't allowed back at the jail because she lacked empathy relative to Michael Carter's medical distress. (*Id.* at 85-69)

22. The very first person she spoke to was Tim Stone, her boss at the time, and current President of Defendant DMH. (*Id.* at 88)

23. Ms. Acciavatti testified that she told Mr. Stone of the in-custody death and it “was communicated to [her] that the nurse perhaps didn't do everything that was required of her position.” (*Id.* at 89)

24. Ms. Acciavatti testified she reported this information to Mr. Stone in her role as administrator of Corporate Health Services, and such reporting was normally done in the regular course of business. (*Id.* at 91)

25. After speaking to Mr. Stone, Ms. Acciavatti spoke to Defendant Bates on the phone later that evening. (*Id.* at 91) Defendant Bates told Ms. Acciavatti that Defendant Braco had refused to authorize her to call an ambulance for the decedent because he wanted to avoid incurring a \$1000 bill for the ambulance. (*Id.* at 92-96) This wasn't the first time Defendant

Braco had taken money into consideration as it related to health care decision-making while working at the jail. (*Id.* at 96)

26. After learning Defendant Braco refused to authorize calling an ambulance in order to save \$1000, Tim Stone was the very next person Ms. Acciavatti called – for a second time. (*Id.* at 103) She reported to Mr. Stone, her boss, what she had learned to her from Defendant Bates, her subordinate. (*Id.* at 103)

27. Ms. Acciavatti continued to investigate the incident at the jail in conjunction with human resources, and her boss, Mr. Ridley. (*Id.* at 141)

28. When asked during her deposition why she terminated Nurse Bates, Ms. Acciavatti testified it was her “understanding that Michael Carter had diabetic ketoacidosis, that she [Bates] hadn’t given him his Metformin, that she placed him back in general population without getting approval from Dr. Braco, and for that reason as well as her appearing to lack empathy was the reason for her termination.” (*Id.* at 113)

29. Ms. Acciavatti further testified that she couldn’t remember the exact date Defendant Bates had been terminated or if it had been weeks or months because she didn’t have her notes (*Id.* at 111)

30. Ms. Acciavatto also contradicted her Mr. Ridley’s prior denial, under oath, of awareness of Defendant Bates’ termination from DMH, when she testified Mr. Ridley was directly involved in the agreement to terminate Defendant Jo Bates. (*Id.* at 141) (Exh. G at 98-99)

Plaintiff’s 3rd Request for Production of Documents:

31. On December 31, 2018, three weeks after Ms. Acciavatti’s deposition, Plaintiff emailed Defendant DMH’s counsel Plaintiff’s 3rd Request for Production of Documents (*See*

Plaintiff's 3rd Request for Production of Documents – Attached hereto as Exhibit I; and *See* Plaintiff's counsel email to defendant's Counsel regarding Plaintiff's 3rd Request – Attached hereto as Exhibit J)

32. Specifically, Plaintiff sought:

DMH (3rd Request):

1. Please identify and produce all documents, manuals, records, guidelines, booklets, emails, and/or notes relating to the protocol(s) drafted by Defendant Robert Braco, M.D. regarding evaluation and/or treatment of diabetic detainees held at Macon County Jail during 2013-2015, and maintained at Macon County Jail and Decatur Memorial Hospital as testified to by Debbie Acciavatti during her December 7, 2018 deposition.

2. Please identify and produce all documents, records, emails, text messages, and/or notes relating to the termination of Defendant Jo Bates's employment by Decatur Memorial Hospital.

33. Counsels for Defendants DMH and Braco repeatedly assured, in person and via phone, their clients were gathering the requested items, and they would be produced soon.

34. Defendant DMH was aware that the current deadline for discovery was set to expire March 31, 2019.

35. As the calendar approached March, Defendants DMH and Braco still had not produced the requested items, despite repeated requests by Plaintiff's counsel, and the approaching fact-discovery cut-off.

35. On March 6, 2019, Plaintiff's counsel again called Defendants' counsels and again requested Defendants' responses to Plaintiff's 3rd Request for Production of Documents.

37. On March 7, 2019, Plaintiff tendered all counsel of record a Notice of Deposition for Defendant DMH's 30(b)(6) witness(es) and its employee, Mr. Stone. (*See* Plaintiff's Notice of Deposition for DMH 30(b)(6) Witness(es) - Attached hereto as Exhibit K); and (*See* Plaintiff's Notice of Deposition for DMH 30(b)(6) Witness(es) - Attached hereto as Exhibit L)

38. On March 12, 2019, and after still not receiving any of the requested items, or even an update, Plaintiff emailed and then phoned Defendants' counsels to confer regarding the outstanding discovery requests. (*See* Plaintiff's counsel's 3/12/19 email to Defendant DMH's counsel regarding outstanding discovery – Attached hereto as Exhibit M)

39. On March 13, 2019, and after Defendants' continued refusal to address Plaintiff's discovery requests, Plaintiff filed a Motion for a Hearing Concerning Discovery Dispute to address the issue with the Court directly, and to not be prejudiced with the looming discovery cut-off. (Dkt. 110)

40. On March 21, 2019, and approximately two hours before the hearing on Plaintiff's motion concerning the discovery dispute, Defendants DMH and Braco filed a joint-motion seeking a protective order precluding Plaintiff from deposing Mr. Stone. (Dkt. 112)

41. No mention made of their long overdue responses to Plaintiff's outstanding discovery requests, but Defendants found time to prepare a motion seeking to avoid one of its employees from having to provide relevant information under oath.

42. At the conclusion of the March 21st discovery dispute hearing, and pursuant to Plaintiff's motion, the Court ordered Defendants DMH and Braco to respond to Plaintiff's 3rd Request for Production of Documents by or before March 28, 2019.

43. The Court also noted during the hearing it would permit Plaintiff to conduct additional discovery and depositions related to Defendant's untimely disclosure.

44. Immediately after the telephonic conference, Defendant DMH's counsel emailed objections to the production of any 30(b)(6) witnesses, as previously noticed by Plaintiff, and on issues obviously relevant to the crux of Plaintiff's claims against Defendants. (*See* Defendant DMH's counsel email regarding objections to Plaintiff's 30(b)(6) Notice – Attached hereto as Exhibit N)

45. Plaintiff's counsel responded promptly to Defendants' objections via email, and then also phoned Defendants' counsels to confer promptly. Defendant DMH's counsels' main contention was that they had no one to produce, and they didn't intend to produce anyone. (*See* Plaintiff's counsel's email regarding DMH's 30 (b)(6) objections – Attached hereto as Exhibit O)

46. Later the same day, on March 21, 2019, and due to Defendant DMH's refusal to commit to producing anyone as their 30(b)(6) corporate representative before the close of discovery, Plaintiff filed another Motion for a Hearing Concerning Discovery Dispute to again address a discovery issue with the Court, and in order to not be prejudiced with the looming discovery cut-off. (Dkt. #115)

47. On March 26, 2019, the Court again ruled for Plaintiff and ordered Defendant DMH to identify and produce its 30(b)(6) witness for deposition.

48. To the date of this writing, no Defendant DMH's 30(b)(6) witness still has been positively identified or confirmed.

49. On March 28, 2019, the very last day allowed under the Court's March 21st order, Defendants' counsel emailed her clients' purported responses to Plaintiff's 3rd Request for Production of documents. (*See* Defendant DMH's counsel's email regarding Defendants' Responses to Plaintiff's 3rd Request for Production of Documents – Attached hereto as Exhibit P)

50. Defendant Braco outright failed to comply with the Court's March 21st order, only an assurance from his counsel she's awaiting a signature page attesting he has nothing. (*Id.*)

51. Defendant DMH produced Defendant Bates' personnel file. (*Id.*)

52. Defendant DMH's recent disclosure confirms Defendant Bates was terminated for behavior related to the incident involving Michael Carter, Sr. (*See* Defendant DMH documents relating to DMH Human Resources investigation into Defendant Bates job performance – Attached hereto as Exhibit Q)

53. Next, and quite shockingly, in a narrative portion of the DMH Human Resources investigation concerning whether she should be terminated, it's noted:

Defendant DMH 3/28/19 disclosure

"August 26, 2015

...they claim that the employee made several statements, in front of other Correctional Officers or investigators that were unprofessional. Debbie relayed that **she told them "if you need anything, I'm going to the boat and will be drinking."** They felt this statement was not appropriate due to the fact that an inmate had died during her shift. They allege that she made the following statement during the course of the investigation **"this was Gods way of natural selection, weeding out the rif, raf"** in regards to the inmates death."

They also had some concern regarding her clinical judgment during the incident and indicated that she had told several CO officers that she believed the inmate was faking the illness and just being

uncooperative. Based on this direction, they approached the inmate as combative and used additional force. I asked Debbie if she believed that the employee's actions required reporting to the IDPF and said no, I don't believe so."

"Debbie was insistent on terminating the employee's employment at this time. I asked if she had spoken with John Ridley about the situation and did (sic) agree with the plan moving forward. She indicated yes, that she had spoken with him after meeting with the jail and he was in agreement."

LEGAL STANDARD

Rule 37 allows a court to sanction a party for discovery noncompliance caused by "willfulness, bad faith or fault," while Rule 41(b) authorizes sanctions, upon a party's motion based on a "clear record of delay or contumacious conduct." *Brown v. Columbia Sussex Corp.*, 664 F.3d 182, 190 (7th Cir. 2011) (internal quotations omitted). Federal Rules of Civil Procedure 37 and 41(b).

In civil cases, the facts underlying a district court's decision to dismiss the suit or enter a default judgment as a sanction under Rule 37 or the court's inherent authority need only be established by a preponderance of the evidence. *Ramirez v. T&H Lemont, Inc.*, 845 F.3d 772 (7th Cir. 2016). Rule 37(b)(2)(A)(v) authorizes a range of sanctions, including the dismissal of a suit, for a party's failure to comply with the court's discovery orders; and Rule 37(a)(4) treats an evasive and incomplete answer in discovery as equivalent to no answer, and thus a failure to comply with court-ordered discovery. *Id.*

A party may “obtain discovery regarding any matter, not privileged, that is relevant to the claim or defense of any party, including the existence, description, nature, custody, condition, and location of any books, documents, or other tangible things.” Federal Rules of Civil Procedure 26 (b)(1). “Rule 37(b) sanctions provide the district court with an effective means of ensuring that litigants will timely comply with discovery orders.” *Melendez v. Illinois Bell Tel. Co.*, 79 F.3d 661, 670 (7th Cir. 1996).

Further, “the district court has primary responsibility for selecting an appropriate sanction, and [the Seventh Circuit] will not reverse the district court’s selection absent a clear abuse of discretion.” *Melendez*, 79 F.3d at 671 (citation omitted). (Rule 37(b)(2)(A) (v) and (vi) authorizes both the dismissal of the action and the entry of a default judgment against the offending plaintiff or defendant; and the court’s inherent power to sanction misconduct is likewise symmetrical; *See Secrease v. Western & Southern Life Ins. Co.*, 800 F.3d 397, 401 (7th Cir. 2015)

Sanctioning power conveyed by Rule 37 to extend to instances of a party hiding evidence. *Negrete v. Nat’l R.R. Passenger Corp.*, 547 F.3d 721, 723–24 (7th Cir. 2008). Apart from the discovery rule, a court has the inherent authority to manage judicial proceedings and to regulate the conduct of those appearing before it, and pursuant to that authority may impose appropriate sanctions to penalize and discourage misconduct. *See Chambers v. NASCO, Inc.*, 501 U.S. 32, 46–50, 111 S. Ct. 2123, 2134–36 (1991).

Fault, in contrast to willfulness or bad faith, does not require a showing of intent, but presumes that the sanctioned party was guilty of “extraordinarily poor judgment” or “gross negligence” rather than mere “mistake or carelessness.” *Marrocco v. Gen. Motors Corp.*, 966 F.2d 220, 224 (7th Cir. 1992); *Long v. Steepro*, 213 F.3d 983, 987 (7th Cir. 2000) (“[f]ault in this

context suggests objectively unreasonable behavior”); *see also e360 Insight, Inc. v. Spamhaus Project*, 658 F.3d 637, 642–43 (7th Cir. 2011) (distinguishing degree of fault necessary to support dismissal or default from that necessary to support lesser sanctions).

ARGUMENT

Plaintiff has alleged Mr. Carter, Sr. died in the care and custody of the Defendants named in her Amended Complaint. It is essential to Plaintiff’s prosecution of her claim that Defendants, who possess core factual information relating decedent’s time in their custody and care. Decedent is unable to share his own account, so Plaintiff is already at a disadvantage in fact gathering, and relies upon fair-brokers in the discovery process, and who adhere to the rules. A fair exchange of requested relevant information is not only essential to Plaintiff proving her case to a jury, but it is her right.

Defendants DMH and Braco were repeatedly asked if they had knowledge concerning the existence of the following:

1. any known statements relating to the care and treatment of Michael Carter, or the damages alleged
2. documents, manuals, records, guidelines, booklets, emails, and/or notes relating to the protocol(s) drafted by Defendant Robert Braco, M.D. regarding evaluation and/or treatment of diabetic detainees held at Macon County Jail during 2013-2015; and
3. all documents, records, emails, text messages, and/or notes relating to the termination of Defendant Jo Bates’s employment by Decatur Memorial Hospital.

Defendant DMH's repeated refusal to comply with discovery, but most importantly Defendant DMH's withholding of critical evidence is inexcusable. The vile comments attributed to Defendant Bates evidence her state of mind near the time Michael Carter, Sr. was under her care, and near the time he died. Defendant Bates is described as saying, **"[if] you need anything, I'm going to the boat and will be drinking."** (Exh. Q) Followed by evidence of her deliberate indifference, **"this was Gods way of natural selection, weeding out the rif, raf."** (*Id.*) These comments are disgusting, and Defendant DMH knows it, which is they chose to conceal it for so long, and until the Court order the personnel file to be disclosed.

Additionally, it is troubling that Defendant DMH would participate in a Court-sponsored settlement-conference in Urbana, under the guise of good-faith, while withholding such a critical piece of evidence. Plaintiff made her requests for information long before talk of a settlement conference. Furthermore, Defendant DMH allowed its counsel to sit silent during multiple depositions when it knew the requested items were germane to the topics being discussed. Yet, Defendant DMH remained silent, as it hid valuable evidence and allowed Plaintiff to depose witness after witness. It is obvious that the statements contained in the personnel file, alone, could allow the jury to infer deliberate indifference. No other objective conclusion can be drawn here, except bad-faith.

Next, Defendant DMH has still failed to produce internal emails sent between its HR director and Ms. Acciavatti concerning their investigation into Defendant Bates' potential termination due to her involvement in Mr. Carter, Sr.'s death. The email exchange is referenced in the narrative portion of its March 28th production. (*Id.*)

Defendant DMH's consistent failure to comply is a flagrant violation of the Court's order and not in the spirit of good-faith discovery, and no reasoning has been provided for the last-

second document dump. Even if Defendants' disregard of Court orders does not evince willful or intentional behavior, it certainly demonstrates a reckless disregard of their obligations to comply with Court orders, and that justifies sanction. *See Marrocco v. Gen'l Motors Corp.*, 966 F.2d 220, 224 (7th Cir. 1992) ("‘Bad faith,’ . . . is characterized by conduct which is either intentional or in reckless disregard of a party's obligations to comply with a court order.").

The only objective conclusion one can draw, as to Defendant DMH's failure to disclose this information was intentional. It was originally requested on January 5, 2018, more than a full year ago. Another narrow was made on December 31, 2018, almost four months ago. And not until the very last day provided for in the Court's recent order, and and only three days before discovery was set to close, Defendant DMH produce. Even if its withholding of this damaging evidence was unintentional, it was grossly reckless, at best. Either scenario unacceptable, and warrants a proportionate sanction.

The possible sanctions for failure to comply with a discovery order are listed in Rule 37 and include "directing that the matters embraced in the order or other designated facts be taken as established for purposes of the action, as the prevailing party claims." Fed. R. Civ. P. 37(b)(2)(A)(i); see Fed. R. Civ. P. 37(d) (authorizing any of the sanctions listed in Rule 37(b)(2)(A)(i)–(vii) for failure to answer interrogatories).

Plaintiff should have had this information more than a year ago. Defendant DMH's late discovery response enormously burdens Plaintiff, and places her in an untenable position. First, this issue could have been avoided altogether if Defendants, and Defendant DMH specifically, would have simply followed the rules and not shown reckless disregard, at best, in their failure to comply with discovery. **The shocking new evidence requires Plaintiff's counsel to re-depose between nine to thirteen witnesses.** In addition, there are at least two or more new witness

identified, who appear to have personal knowledge concerning key facts surrounding Defendants' Bates' termination and her involvement with Michael Carter around the time of his death.

This matter is currently set for trial on March 3, 2020, with fact-discovery set to close March 31, 2019. While Plaintiff anticipated taking two to three more Defendant DMH-employee related depositions, and extending the fact and expert discovery deadlines, based upon the Court's March 21, 2019 hearing comments, Plaintiff did not anticipate the depth of information contained in Defendant DMH's untimely disclosure.

It's an impossible feat for Plaintiff to complete the necessary fact discovery now demanded, without the Court modifying the current trial date. This is patently unfair to Plaintiff. Defendants should not be unjustly enriched in their effort to dribble out the discovery clock, while evading disclosure of critical evidence it knows is crushing damaging to its entire defense theory. Again, Defendant's actions have been grossly reckless, at best.

Plaintiff's counsel is a sole-practitioner, who lives and works in Chicago, Illinois. Plaintiff's counsel has traveled to Decatur over the past year and deposed nearly twenty witnesses, party and non-party, both pursuant to notice and subpoena. Each typical trip requires a three-hour train ride from Chicago to Springfield, and a 45-minute Uber ride to Defendants' counsels' law office in Decatur. Despite Plaintiff's *Monell* claim, Defendant DMH has only voluntarily produced one non-witness depositions, John Ridley. Defendant DMH has objected to every single other notice for witness deposition issued to it by Plaintiff. (Dkt. 84 – 88, 122)

On March 29, 2019, the day after receiving Defendant DMH's late-disclosure, Plaintiff emailed Defendants' counsel asking for an explanation as to why this critical information was not turned over sooner. (Please See Plaintiff's counsel's email to Defendant DMH's counsel

regarding late disclosure – Attached hereto as Exhibit S) To the date of this writing, the final day of fact-discovery, there has been no explanation advanced.

Plaintiff requests the Court enter the following sanctions:

- a. Deem it admitted and/or found: Defendant DMH enforced an express healthcare policy, which was deliberately indifferent to the constitutionally guaranteed rights of those detained at Macon County Jail from July 13, 2015 until July 18, 2015, including Michael Carter, Sr.;
- b. Deem it further admitted and/or found: Plaintiff's injuries complained of in her Amended Complaint were caused by Defendant's express healthcare policy, which was deliberately indifferent to the constitutionally guaranteed rights of those detained at Macon County Jail from July 13, 2015 until July 18, 2015 including Michael Carter, Sr.;
- c. Bar Defendants DMH and Braco, and any of their agents/employees and/or retained experts, from testifying regarding the existence of documents, manuals, records, guidelines, booklets, emails, and/or notes relating to any and all protocols and/or policies regarding the evaluation and/or treatment of diabetic detainees held at Macon County Jail during 2013-2015;
- d. Bar Katherine Anderson from further attesting to discovery compliance in this matter;
- e. Order Defendant DMH to submit all materials, in every form and regardless of an asserted privilege, for an *in camera* inspection by the Court;

- f. Order Defendant DMH to submit another attestation indicating it has conducted a thorough search responsive to Plaintiff's request, including all email, electronic and digital formats;
- g. Order DMH to pay for any and all attorney's fees, costs, expenses, travel, and lodging associated with any discovery and/or motions related to its late disclosure, including preparation of the herein motion.

CONCLUSION

No lesser sanction would be effective at addressing Defendants' flagrant and continuing disregard of their discovery obligations, the Court's order, and the enormous burden placed upon Plaintiff and her counsel. Without explanation of the delay of more than a year of items asked for during discovery, no other objective conclusion can be made other than Defendant DMH intentionally withheld evidence because it was extremely damaging to its own pecuniary interests and reputation, or it was grossly reckless, at best. This is highly improper, and the very reason Rule 37 exists. Plaintiff has met her burden by a preponderance of evidence as to why Defendants should be sanctioned.

WHEREFORE, Plaintiff requests this Court enter an order of sanctions against the defendants for the reasons stated above, and to extend discovery to also allow Plaintiff to complete discovery arising from Defendant's late-disclosure, and for any other such relief the Court deems just.

s/Rahsaan A. Gordon
Attorney for Plaintiff

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Atty. No. 42809

CERTIFICATION OF WORD COUNT

Plaintiff's response memorandum complies with the type volume limitation of the Central District of Illinois. There are 5,121 words contained in the herein memorandum. Plaintiff's counsel has relied upon the character count of the word processing system used to prepare the document.

s/Rahsaan A. Gordon
Attorney for Plaintiff

CERTIFICATION OF CONFERRAL

The undersigned certifies that pursuant to Fed. R. Civ. P. 37 he has in good faith conferred or attempted to confer with counsels for the party failing to make disclosure or discovery in an effort to obtain it without court action, including phone conversations.

s/Rahsaan A. Gordon
Attorney for Plaintiff

PROOF OF SERVICE

The undersigned certifies that the foregoing Motion for Hearing Concerning Discovery Disputes was filed on the 31st day of March 2019 through the ECF system with the United States District Court for the Central District of Illinois for delivery to registered participants for the litigation in which said document has been filed.

s/Rahsaan A. Gordon
Attorney for Plaintiff

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**UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF ILLINOIS**

FELITA MCGEE, as Independent)
Administrator of the Estate of MICHAEL)
CARTER, SR., *deceased* and as next-of-kin)
Plaintiff)

vs.)

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and JOSHUA PAGE)
Defendants.)

AMENDED COMPLAINT AT LAW

Plaintiff, FELITA MCGEE, as Independent Administrator of the ESTATE OF MICHAEL CARTER, SR. *deceased*, and as next-of-kin, by her attorneys, LAW OFFICES OF RAHSAAN A. GORDON, and in her action against Defendants MACON COUNTY SHERIFF'S DEPARTMENT; DECATUR MEMORIAL HOSPITAL; DMH CORPORATE HEALTH SERVICES; ROBERT BRACO, MD; JO BATES, LPN; RANDELL WEST; LARRY PARSANO; TERRY COLLINS; MICHAEL PATTON; and JOSHUA PAGE (sometimes referred to in the collective as 'DEFENDANTS'), and hereby alleges the following:

PRELIMINARY STATEMENT

1. Michael Carter, Sr., a 35 year-old African-American male, and United States citizen, was taken into custody of the Macon County Sheriff's Department at its jail in Decatur, Illinois on July 13, 2015. His prescribed diabetes medication was confiscated at booking. Mr.

Carter became ill after being deprived of his medication, and was then deprived of emergency medical care over several days for an obviously serious diabetic condition, and denied emergency ambulatory transport to the hospital. On July 18, 2015, and just five days after Mr. Carter's arrest, he died alone in a jail cell due to diabetic ketoacidosis.

PARTIES

2. Plaintiff, Felita McGee, is a resident of the City of Decatur, State of Illinois.
3. Decedent, Michael Carter, Sr., was U.S. citizen and a resident of the City of Decatur, County of Macon, State of Illinois.
4. Defendant Decatur Memorial Hospital is an Illinois corporation with offices in the City of Decatur, Illinois.
5. Defendant Macon County Sheriff's Department is a governmental entity with offices in the City of Decatur, Illinois.
6. Defendant DMH Corporate Services is an Illinois corporation with offices in the City of Decatur, Illinois.
7. Defendant Robert Braco, MD, was a resident of Illinois at the time of the events described herein, was employed, retained, and/or contracted by Defendant Macon County Sheriff's Department, Decatur Memorial Hospital, and/or DMH Corporate Services as a medical doctor to provide medical care to inmates at Macon County Jail. He is sued in his individual and official capacities, and as an agent of Macon County Sheriff's Department, Decatur Memorial Hospital, and/or DMH Corporate Services.
8. Defendant, Jo Bates, LPN, was a resident of the State of Illinois at the time of the events described herein, and was employed by Macon County Sheriff's Department, Decatur Memorial Hospital, and/or DMH Corporate Services as a nurse to provide medical and nursing

treatment to inmates at the Macon County Sheriff's jail facility. She is sued in her individual capacity and official capacities, and as an agent of Macon County Sheriff's Department, Decatur Memorial Hospital, and/or DMH Corporate Services.

10. Corporal Randell West was a resident of the State of Illinois at the time of the events described herein, and was employed by Macon County Sheriff's Department. He is sued in his official capacity, individual capacity, and as an agent and/or employee of Macon County Sheriff's Department.

11. Larry Parsano was a resident of the State of Illinois at the time of the events described herein, and was employed by Macon County Sheriff's Department. He is sued in his official capacity, individual capacity, and as an agent and/or employee of Macon County Sheriff's Department.

12. Terry Collins was a resident of the State of Illinois at the time of the events described herein, and was employed by Macon County Sheriff's Department. He is sued in his official capacity, individual capacity, and as an agent and/or employee of Macon County Sheriff's Department.

13. Michael Patton was a resident of the State of Illinois at the time of the events described herein, and was employed by Macon County Sheriff's Department. He is sued in his official capacity, individual capacity, and as an agent and/or employee of Macon County Sheriff's Department.

14. Joshua Page was a resident of the State of Illinois at the time of the events described herein, and was employed by Macon County Sheriff's Department. He is sued in his official capacity, individual capacity, and as an agent and/or employee of Macon County Sheriff's Department.

15. At all relevant times, all defendants acted under color of state law, and within the scope of their employment and/or agency.

JURISDICTION & VENUE

16. This Court has jurisdiction over plaintiff's claims pursuant to 28 U.S.C. § 1331, 28 U.S.C. § 1343, and 28 U.S.C. § 1983 because the matters in controversy arise under the Constitution and laws of the United States.

17. This Court has supplemental jurisdiction of the Illinois state law claims pursuant to 28 U.S.C. § 1367.

18. Venue is proper in this Court under 28. U.S.C. § 1391(b) because a substantial part of the events that give rise to plaintiff's claims took place within the Central District of Illinois.

STATEMENT OF CLAIM

19. At all times relevant to the matters stated in this Complaint, there was in force and effect the Constitution of the United States which provided in relevant part as follows:

No State shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States; nor shall any State deprive any person of life, liberty, or property, without due process of law; nor deny to any person within its jurisdiction the equal protection of the laws.

- Constitution of the United States, Amendment XIV

20. At all times relevant to the matters stated in this Complaint, there was in force and effect a federal law known as the Civil Rights Act of 1871 which provided in relevant part as follows:

Every person who, under color of any statute, ordinance, regulation, custom, or usage of any State . . . subjects, or causes to be subjected, any citizen of the United States . . . to the deprivation of any rights, privileges or immunities secured by the Constitution and laws, shall be liable to the party injured in an action at law, suit in equity, or other proper proceeding for redress. 42 U.S.C. § 1983.

21. At all times relevant to the matters stated in this Complaint, there was in force and effect certain statutes in the State of Illinois which provided in relevant part as follows:

Sheriff custodian of courthouse and jail.

He or she shall have the custody and care of the courthouse and jail of his or her county, except as is otherwise provided. 55 ILCS 5/3-6017.

* * *

The Sheriff of each county in this State shall be the warden of the jail of the county, and have the custody of all prisoners in the jail, except when otherwise provided in the "County Department of Corrections Act". The Sheriff may appoint a superintendent of the jail, and remove him at his pleasure, for whose conduct and training, he shall be responsible. The Sheriff shall also be responsible for the hiring and training of all personnel necessary to operate and maintain the jail. 730 ILCS 125/2 and 3.

* * *

The Warden of the jail shall furnish necessary bedding, clothing, fuel and medical aid for all prisoners under his charge, and keep an accurate account of the same. 730 ILCS 125/17.

22. Beginning on or about July 13, 2015, Michael Carter, Sr. was arrested and placed into the custody of defendant Macon County Sheriff's Department at its jail in Decatur, Illinois. During Mr. Carter's initial booking interview, he informed defendants and jail staff that he was diabetic and required medication.

23. At intake, Mr. Carter possessed prescription oral medication to manage his diabetes. Mr. Carter asked various defendants, at various times, to administer his medication as prescribed.

24. That in spite of notice of Mr. Carter's diabetic condition, Mr. Carter's prescribed medication was confiscated, and in furtherance of the policies and customs of Macon County Sheriff's Department and Decatur Memorial Hospital.

25. That for all times relevant, Macon County Sheriff's Department and Decatur Memorial Hospital maintained a contractual partnership to provide healthcare and healthcare management services to individuals detained at the Macon County Jail.

26. Shortly after being assigned a jail cell, Mr. Carter began to complain to jail staff and defendants that he was ill, need his medication, and wanted to see a doctor. His pleas went ignored.

27. Mr. Carter's health deteriorated rapidly over the next two days. During this time, complained to his fiancée on the phone about extreme abdominal pain, vomiting, weakness, fatigue, and shortness of breath. She knew he was in serious medical danger based on his obvious difficulty breathing and disorientation.

28. That on July 15, 2015, Mr. Carter was transferred to the jail's medical unit for observation. He still was not given medication to treat his diabetic condition. He was then transferred back to a general population jail cell, where he was not monitored for his medical distress, and received no treatment for his worsening diabetic condition.

29. That on July 17, 2015, Mr. Carter told his fiancée he had been returned to a general population jail cell, in spite of his obvious difficulty in breathing. Mr. Carter asked defendants for help multiple times, but no one assisted.

30. That on July 17, 2015, Mr. Carter's mother called the Macon County Sheriff's Department's jail division and spoke with defendant Jo Bates, a nurse working at the jail. Mr. Carter's mother informed defendant Bates that she too was a nurse, and that her son was diabetic and was having respiratory distress, shortness of breath, vomiting, and was clearly disoriented.

31. Mr. Carter's mother warned defendant Bates that his symptoms sounded like diabetes ketoacidosis, an emergency life-threatening medical situation. She asked defendant

Bates to immediately transfer him to a nearby hospital so he could receive adequate medical attention and an IV insulin drip. Defendant Bates refused, telling Mr. Carter's mother that defendant Doctor Braco would check on him the following day. Defendant Bates further told Mr. Carter's mother that he was simply having "anxiety" about being incarcerated.

32. That sometime later on July 17, 2015, Mr. Carter was again returned to the jail's medical unit. Later that evening, he was briefly seen by defendant Dr. Braco, but not treated. No glucose level tests were performed, and defendant Dr. Braco continued to refuse to give Mr. Carter diabetic medication to treat his deteriorating condition. And in spite of his obvious and serious medical distress, Dr. Braco ordered that Mr. Carter be returned to a general population jail cell the following morning.

33. That on following morning of July 18, 2015, Mr. Carter was in obvious medical distress and unable to stand on his own, and was unable to speak clearly. He was lethargic and completely disoriented. He had not eaten his dinner meal from the evening before. His glucose level was greater than 500 milligrams per deciliter. He still had not been given insulin or his prescribed diabetes medication.

34. In spite of Mr. Carter's obvious serious medical distress on July 18, 2015, and severe risk of great injury and/or death, he was forcibly removed from his medical his cell by defendants West, Parsano, Patton, Collins, and Page, all employed by defendant Macon County Sheriff's Department. Defendant West stepped on Mr. Carter's hand and kicked him numerous times, before picking him up around his neck, and putting him into a wheelchair. He was wheeled to a segregated housing area of the jail known as "deadlock", an area reserved for uncooperative inmates. He had been considered uncooperative simply because he couldn't stand

on his own and was non-responsive. The segregated cell he was taken to contained no video surveillance for medical monitoring.

35. That throughout the morning of July 18, 2015, various jail staff and the defendants observed Mr. Carter in his jail cell in obvious medical distress and still refused to call an ambulance. As hours passed by, an officer at the jail finally demanded defendant Bates summon an ambulance so he could be transported to the hospital. Defendant Bates refused, and instead telephoned defendant Dr. Braco, who was away from the jail facility. In spite of various jail staff and defendants witnessing Mr. Carter's obvious medical distress, no one called an ambulance.

36. That even after defendant Bates told defendant Dr. Braco that Mr. Carter was in obvious serious medical distress, Dr. Braco refused to allow Mr. Carter's emergency transfer to the hospital, saying he would evaluate him on his regular rounds later that day. Only after pressure from officer at the jail, did defendants Dr. Braco and Bates finally relent and authorize Mr. Carter's transfer to a hospital, but only by patrol car. None of the patrol cars were equipped to handle a medical emergency.

37. That although it was common knowledge that failure to treat diabetes could result in diabetic ketoacidosis and death, defendant Dr. Braco ordered that Mr. Carter could only be transferred to the hospital using a regular patrol car because he didn't want to incur the \$1000 bill for an ambulance. Defendant Bates agreed.

38. Nearly three hours after being forcibly removed from the medical unit, and denied ambulatory transport to the hospital, Mr. Carter died, alone, in a segregated jail cell due to diabetes ketoacidosis.

39. Defendants, by their acts or omissions as set forth above, showed deliberate indifference to a serious and known medical condition of the decedent.

40. As a consequence of one or more of the foregoing acts or omissions of the various defendants, as set forth above, failed to provide Mr. Carter with adequate medical care and demonstrated a deliberate indifference to his medical condition. As the proximate result of all the above, Mr. Carter suffered excruciated pain and suffering, and ultimately death.

41. The Court has authority pursuant to 42 U.S.C. § 1983 to award appropriate actual, consequential, compensatory, and punitive damages, and has authority under 42 U.S.C. § 1988 to award attorneys fees and costs to successful civil rights plaintiffs.

CAUSES OF ACTION

COUNT I: DENIAL OF MEDICAL CARE **Deprivation of Fourteenth Amendment Rights and 42 U.S.C. §1983** **All Defendants**

42. Plaintiff re-alleges and incorporates by reference the allegations set forth in each preceding paragraph as if fully set forth herein.

43. Defendants, each of them, had a duty to take reasonable measures in response to the obvious serious medical need and risk posed by Mr. Carter's condition

44. Defendants, each of them, were aware that Mr. Carter condition began to deteriorate, and yet took no action to provide or request medical care for Mr. Cater, disregarding the obvious risk to his health.

45. That the conduct and actions of defendants, acting under color of law, in failing to request or obtain medical attention for Michael Carter, Sr., was unreasonable, was done intentionally, willfully, maliciously, with a deliberate indifference and/or with a reckless disregard for his serious medical needs, and was designed to and did cause specific and serious

physical and emotional pain and suffering in violation of his substantive due process rights as guaranteed under 42 U.S.C. § 1983 and the Fourteenth Amendment to the United States Constitution. The defendants knew Mr. Carter faced a substantial risk of harm, and disregarded that risk by failing to take reasonable measure to abate it. As a direct and proximate result of the foregoing, Mr. Carter was subjected to great physical and emotional pain and suffering, and ultimately death.

Wherefore, Plaintiff FELITA MCGEE prays that that judgment is entered against Defendants for an amount in excess of \$50,000,000 for actual damages, compensatory damages, punitive damages, attorney's fees, costs, and all other just and proper relief.

COUNT II: *MONELL CLAIM*
Macon County Sheriff's Department
42 U.S.C. 1983

46. Plaintiff re-alleges and incorporates by reference the allegations set forth in each preceding paragraph as if fully set forth herein.

47. Defendant Macon County Sheriff's Department directly caused the constitutional violations suffered by decedent, and is liable for the damages suffered as a result of the conduct of the defendant employees and/or agents of defendant Macon County Sheriff's Department. The conduct of the defendant officers was a direct consequence of policies and practices of Macon County Sheriff's Department.

48. At all times relevant to this Complaint, Macon County Sheriff's Department, acting through its employees and/or agents and through the defendants had policies, practices, customs, and usages of encouraging jail staff to ignore obvious signs of medical distress involving individuals detained in its custody.

49. At all times relevant to this Complaint, defendant Macon County Sheriff's Department, acting through its employees and/or agents and through the defendants had policies, practices, customs, and usages discouraging staff, employees, contractors, and/or agents from calling necessary emergency medical rescue personnel to the jail in order to save costs, even when an inmate displays obvious signs of life-threatening medical distress.

50. At all times relevant to this Complaint, defendant Macon County Sheriff's Department, acting through its employees and/or agents and through the defendants had policies, practices, customs, and usages which refused to properly train, monitor, supervise or ensure staff and/or agents or utilize a proper protocol concerning summoning emergency medical personnel to the jail to assist an inmate in obvious serious medical distress.

51. At all times relevant to this Complaint, defendant Macon County Sheriff's Department, acting through its employees and/or agents and through the defendants had policies, practices, customs, and usages which, in an effort to reduce costs, discouraged jail staff and defendants from summoning emergency medical rescue personnel, even during times of obvious signs of serious medical distress. This fails to discourage constitutional violations.

52. At all times relevant to this Complaint, defendant Macon County Sheriff's Department, acting through its employees and/or agents and through the defendants had policies, practices, customs, and usages requiring confiscation of bona fide prescription medication upon a person's booking in jail, without regard to whether or not its life-saving medication.

53. As a result of the above described policies and customs, jail staff and the defendants believed that their actions and/or inaction would not be properly monitored by supervisory officers and that misconduct would not be investigated or sanctioned, but would be tolerated.

54. The wrongful policies, practices, customs, and/or usages complained of herein demonstrated a deliberate indifference on the part of defendant Macon County Sheriff's Department to the constitutional rights of persons needing medical care in its jail facility, and were the direct and proximate cause of the violations of Mr. Carter's rights alleged herein.

Wherefore, Plaintiff FELITA MCGEE prays that that judgment is entered against Defendants for an amount in excess of \$50,000,000 for actual damages, compensatory damages, punitive damages, attorney's fees, costs, and all other just and proper relief.

COUNT III: MONELL CLAIM
Decatur Memorial Hospital 42 U.S.C. 1983

55. Plaintiff re-alleges and incorporates by reference the allegations set forth in each preceding paragraph as if fully set forth herein.

56. Defendant Decatur Memorial Hospital directly caused the constitutional violations suffered by decedent, and is liable for the damages suffered as a result of the conduct of the defendant employees and/or agents of defendant Decatur Memorial Hospital. The conduct of the defendant officers was a direct consequence of policies and practices of Decatur Memorial Hospital.

57. At all times relevant to this Complaint Decatur Memorial Hospital, acting through its employees and/or agents and through the defendants had policies, practices, customs, and usages of encouraging jail staff to ignore obvious signs of medical distress involving individuals detained in its custody.

58. At all times relevant to this Complaint, defendant Decatur Memorial Hospital, acting through its employees and/or agents and through the defendants had policies, practices, customs, and usages discouraging staff, employees, contractors, and/or agents from calling

necessary emergency medical rescue personnel to the jail in order to save costs, even when an inmate displays obvious signs of life-threatening medical distress.

59. At all times relevant to this Complaint, defendant Decatur Memorial Hospital, acting through its employees and/or agents and through the defendants had policies, practices, customs, and usages which refused to properly train, monitor, supervise or ensure staff and/or agents or utilize a proper protocol concerning summoning emergency medical personnel to the jail to assist an inmate in obvious serious medical distress.

60. At all times relevant to this Complaint, Decatur Memorial Hospital, acting through its employees and/or agents and through the defendants had policies, practices, customs, and usages which, in an effort to reduce costs, discouraged its employees and/or agents and defendants from summoning emergency medical rescue personnel, even during times of obvious signs of serious medical distress. This fails to discourage constitutional violations.

61. At all times relevant to this Complaint, defendant Decatur Memorial Hospital, acting through its employees and/or agents and through the defendants had policies, practices, customs, and usages requiring confiscation of bona fide prescription medication upon a person's booking in jail, without regard to whether or not its life-saving medication.

62. As a result of the above described policies and customs, defendant's employees and/or agents jail believed that their actions and/or inaction would not be properly monitored by supervisory officers and that misconduct would not be investigated or sanctioned, but would be tolerated.

63. The wrongful policies, practices, customs, and/or usages complained of herein demonstrated a deliberate indifference on the part of Decatur Memorial Hospital to the

constitutional rights of persons needing medical care in its jail facility, and were the direct and proximate cause of the violations of Mr. Carter's rights alleged herein.

Wherefore, Plaintiff FELITA MCGEE prays that that judgment is entered against Defendants for an amount in excess of \$50,000,000 for actual damages, compensatory damages, punitive damages, attorney's fees, costs, and all other just and proper relief.

COUNT IV: INSTITUTIONAL NEGLIGENCE
(Illinois Claim)
Macon County Sheriff's Department

64. Plaintiff re-alleges and incorporates by reference the allegations set forth in each preceding paragraph as if fully set forth herein.

65. At all times relevant, Macon County Sheriff's Department and Decatur Memorial Hospital were the two institutions primary institutions responsible for the medical care of pre-trial detainees housed at the Macon County Jail. Each defendant institution had an independent duty to supervise and ensure that medical care was provided safely by their employees and/or agents at the jail.

66. At all times relevant to this Complaint, Macon County Sheriff's Department, acting through its employees and/or agents and through the other defendants had policies, practices, customs, and usages encouraging jail staff and medical to ignore obvious signs of medical distress involving individuals detained in jail custody.

67. At all times relevant to this Complaint, defendant Macon County Sheriff's Department, acting through its employees and/or agents and through the defendants had policies, practices, customs, and usages discouraging staff, employees, contractors, and/or agents from calling necessary emergency medical rescue personnel to the jail in order to save costs, even when an inmate displays obvious signs of life-threatening medical distress.

68. At all times relevant to this Complaint, defendant Macon County Sheriff's Department, acting through its employees and/or agents and through the defendants had policies, practices, customs, and usages which refused to properly train, monitor, supervise or ensure staff and/or agents or utilize a proper protocol concerning summoning emergency medical personnel to the jail to assist an inmate in obvious serious medical distress.

69. At all times relevant to this Complaint, defendant Macon County Sheriff's Department, acting through its employees and/or agents and through the defendants had policies, practices, customs, and usages which, in an effort to reduce costs, discouraged jail staff and defendants to summon emergency medical rescue personnel, even during times of obvious signs of serious medical distress.

70. At all times relevant to this Complaint, defendant Macon County Sheriff's Department, acting through its employees and/or agents and through the defendants had policies, practices, customs, and usages requiring confiscation of bona fide prescription medication upon a person's booking in jail, without regard to whether or not its life-saving medication.

71. As a result of the above described policies and customs, jail staff and the defendants believed that their actions and/or inaction would not be properly monitored by supervisory officers and that misconduct would not be investigated or sanctioned, but would be tolerated.

72. The wrongful policies, practices, customs, and/or usages complained of herein on the part of defendant Macon County Sheriff's Department to the constitutional rights of persons needing medical care in its jail facility created and unreasonably safe environment for inmates with health concerns, and were the direct and proximate cause of Mr. Carter's death.

Wherefore, Plaintiff FELITA MCGEE prays that that judgment is entered against Defendants for an amount in excess of \$50,000,000 for actual damages, compensatory damages, punitive damages, attorney's fees, costs, and all other just and proper relief.

COUNT V: INSTITUTIONAL NEGLIGENCE
(Illinois Claim)

Decatur Memorial Hospital

73. Plaintiff re-alleges and incorporates by reference the allegations set forth in each preceding paragraph as if fully set forth herein.

74. At all times relevant, Macon County Sheriff's Department and Decatur Memorial Hospital were the two primary institutions responsible for the medical care of pre-trial detainees housed at the Macon County Jail.

75. Each defendant institution had an independent duty to supervise and ensure that medical care was provided safely by their employees and/or agents at the jail.

76. At all times relevant to this Complaint, Decatur Memorial Hospital, acting through its employees and/or agents and through the other defendants had policies, practices, customs, and usages encouraging jail staff and medical to ignore obvious signs of medical distress involving individuals detained in jail custody.

77. At all times relevant to this Complaint, defendant Decatur Memorial Hospital, acting through its employees and/or agents and through the defendants had policies, practices, customs, and usages discouraging staff, employees, contractors, and/or agents from calling necessary emergency medical rescue personnel to the jail in order to save costs, even when an inmate displays obvious signs of life-threatening medical distress.

78. At all times relevant to this Complaint, defendant Decatur Memorial Hospital, acting through its employees and/or agents and through the defendants had policies, practices, customs, and usages which refused to properly train, monitor, supervise or ensure staff and/or

agents or utilize a proper protocol concerning summoning emergency medical personnel to the jail to assist an inmate in obvious serious medical distress.

79. At all times relevant to this Complaint, defendant Decatur Memorial Hospital, acting through its employees and/or agents and through the defendants had policies, practices, customs, and usages which, in an effort to reduce costs, discouraged jail staff and defendants to summon emergency medical rescue personnel, even during times of obvious signs of serious medical distress.

80. At all times relevant to this Complaint, defendant Decatur Memorial Hospital, acting through its employees and/or agents and through the defendants had policies, practices, customs, and usages requiring confiscation of bona fide prescription medication upon a person's booking in jail, without regard to whether or not its life-saving medication.

81. As a result of the above described policies and customs jail staff and the defendants believed that their actions and/or inaction would not be properly monitored by supervisory officers and that misconduct would not be investigated or sanctioned, but would be tolerated.

82. The wrongful policies, practices, customs, and/or usages complained of herein on the part of defendant Decatur Memorial Hospital to the constitutional rights of persons needing medical care in its jail facility created and unreasonably safe environment for inmates with health concerns, and were the direct and proximate cause of the violations of Mr. Carter's death.

Wherefore, Plaintiff FELITA MCGEE prays that that judgment is entered against Defendants for an amount in excess of \$50,000,000 for actual damages, compensatory damages, punitive damages, attorney's fees, costs, and all other just and proper relief.

COUNT VI: MEDICAL MALPRACTICE/WRONGFUL DEATH
(Illinois Claim)

Decatur Memorial Hospital, DMH Corporate Health Services, Dr. Braco, Nurse Bates

83. Plaintiff re-alleges and incorporates by reference the allegations set forth in each preceding paragraph as if fully set forth herein.

84. At all times relevant Defendant Decatur Memorial Hospital (DMH) was a hospital located in the City of Decatur and the County of Macon in the State of Illinois.

85. At all times relevant Defendants DMH, DMH Corporate Services, Macon County, Defendant Braco, and Macon County Sheriff's Department maintained a contractual relationship for the the provision of medical services to inmates housed at its jail, and via authorized their agents and/or employees, including but not limited to Defendants Braco and Bates.

86. Defendants, each of them, either individually and/or via their authorized agents and/or employees, breached the appropriate standards of care and were negligent in one or more of the following respects.

- a. Improperly confiscated and withheld decedent's prescribed diabetic medication, without providing a proper replacement;
- b. Failed to properly monitor decedent's diabetic condition.
- c. Failed to take appropriate medical action once decedent's diabetic condition didn't improve;
- c. Failed to adequately and properly treat decedent's diabetic condition, when Defendants knew, or in the exercise of ordinary care should have known, said adequate and proper treatment was necessary to prevent serious injury and death;

- d. Failed to timely transport decedent to a hospital, wherein he could receive life-saving treatment for his diabetic condition.

87. As a proximate result of one or more of the foregoing negligent acts or omissions, Mr. Carter, *deceased*, sustained injuries which resulted in his death on July 18, 2015.

88. Mr. Carter left surviving him a son who has suffered pecuniary loss as a result of his death.

89. Felita McGee, is the duly appointed Independent Administrator of Michael Carter, Sr., *deceased*, and as such brings this cause of action both individually and on behalf of the Estate of the decedent pursuant to Chapter 70, Sections 1 and 2 of the Illinois Revised Statutes commonly known as the Wrongful Death Act of the State of Illinois.

Wherefore, Plaintiff FELITA MCGEE prays that that judgment is entered against Defendants for an amount in excess of \$50,000,000 for actual damages, compensatory damages, punitive damages, attorney's fees, costs, and all other just and proper relief.

COUNT VII: MEDICAL MALPRACTICE/SURVIVAL ACTION
(Illinois claim)

Decatur Memorial Hospital, DMH Corporate Health Services, Dr. Braco, Nurse Bates

90. Plaintiff re-alleges and incorporates by reference the allegations set forth in each preceding paragraph as if fully set forth herein.

91. As a proximate result of one or more of the foregoing negligent acts or omissions, Mr. Carter, *deceased*, died on July 18, 2015, and had conscious pain and suffering before his death, and had he survived, he would have been entitled to bring an action for damages, said action having survived him.

92. Plaintiff, Felita McGee, is the duly appointed Independent Administrator of the Estate of MICHAEL CARTER, SR., Deceased, and brings this Survival Action on behalf of the

Estate pursuant to Illinois Revised Statutes, Chapter 110-1/2, Section 27-6, and Chapter 37, Section 439.8.

Wherefore, Plaintiff FELITA MCGEE prays that that judgment is entered against Defendants for an amount in excess of \$50,000,000 for actual damages, compensatory damages, punitive damages, attorney's fees, costs, and all other just and proper relief.

COUNT VIII: NEGLIGENT SUPERVISION, RETENTION AND TRAINING
(Illinois claim)
Macon County Sheriff's Department

93. Plaintiff re-alleges and incorporates by reference the allegations set forth in each preceding paragraph as if fully set forth herein.

94. Defendant Macon County Sheriff's Department negligently trained, retained, and supervised its staff, and others, including, defendants Braco, Bates, West, Parsano, Collins, Patton, and Page. The acts and conduct of the aforementioned defendants were the direct and proximate cause of injury.

Wherefore, Plaintiff FELITA MCGEE prays that that judgment is entered against Defendants for an amount in excess of \$50,000,000 for actual damages, compensatory damages, punitive damages, attorney's fees, costs, and all other just and proper relief.

COUNT IX: BATTERY
(Illinois Claim)
Randell West and Macon County Sheriff's Department (Respondeat Superior)

95. Plaintiff re-alleges and incorporates by reference the allegations set forth in each preceding paragraph as if fully set forth herein.

96. By the conduct and actions described above, defendant West inflicted the tort of batter upon the decedent. The acts and conduct of defendant West was the direct and proximate cause of injury and damage.

97. Defendant West's acts constituted an assault upon decedent in that West intentionally attempted to injure plaintiff or commit a battery upon him, and further that West's actions represented a grievous affront to decedent.

98. Defendant West's acts constituted a battery upon the decedent in that the above described bodily contact was intentional, unauthorized, and grossly offensive in nature.

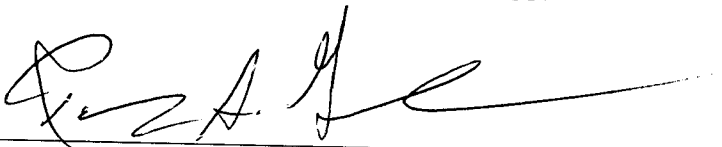
99. The actions of defendant West were intentional, reckless, and unwarranted, and without any just cause or provocation, and defendant West knew, or should have known, that his actions were without the consent of the decedent.

100. At all times, defendant West acted in the course and scope of his employment with defendant Macon County Sheriff's Department.

101. As a direct and proximate result of the foregoing, decedent was subjected to great physical and emotional pain and humiliation, was deprived of his liberty and was otherwise damaged and injured.

Wherefore, Plaintiff FELITA MCGEE prays that that judgment is entered against Defendants for actual damages, compensatory damages, punitive damages, attorney's fees, costs, and all other just and proper relief.

LAW OFFICES OF RAHSAAN A. GORDON

By 
By One of Plaintiff's Attorneys

Rahsaan A. Gordon
LAW OFFICES OF RAHSAAN A. GORDON
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Chicago, Illinois 60606
312-422-9500
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**UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF ILLINOIS**

FELITA MCGEE, as Independent)
Administrator of the Estate of MICHAEL)
CARTER, SR., *deceased* and as next-of-kin)
Plaintiff)

vs.)

Case No. 2:16-cv-02221

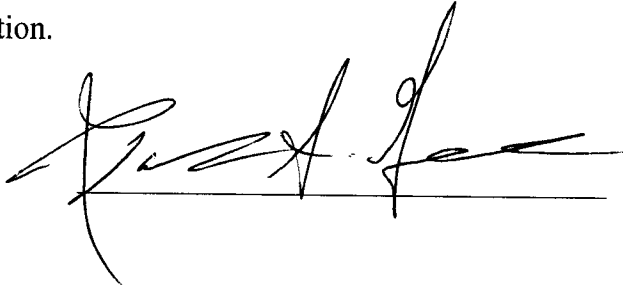
MACON COUNTY SHERIFF'S)
DEPARTMENT; DECATUR MEMORIAL)
HOSPITAL; DMH CORPORATE)
HEALTH SERVICES; ROBERT)
BRACO, MD; JO BATES, LPN;)
RANDELL WEST; LARRY PARSANO;)
TERRY COLLINS; MICHAEL PATTON;)
and JOSHUA PAGE)
Defendants.)

ATTORNEY'S AFFIDAVIT

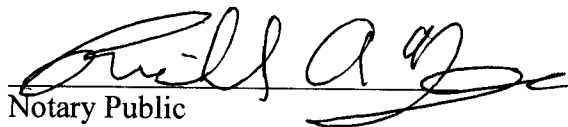
I, Rahsaan A. Gordon, being first duly sworn on oath, state:

1. I am the attorney for the plaintiff herein.
2. That I have consulted with a health professional who I reasonably believe is knowledgeable in the this action, has practiced for more than twenty years in the same area of health care that is at issue in this action, and is qualified by experience and has demonstrate competence in the subject of the case.
3. That the reviewing health professional has determined in a written report, after a review of the medical record and other relevant material involved in this action that there is a reasonable and meritorious cause for the filing of this action.

4. That I have concluded on the basis of the reviewing health professional's review and consultation that there is a reasonable and meritorious cause for filing this action.



SUBSCRIBED and SWORN to before me
this 28th day of June 2017


Notary Public

Rahsaan A. Gordon
LAW OFFICES OF RAHSAAN A. GORDON, P.C.
333 West Wacker Drive, Suite 500
Chicago, Illinois 60606
312-422-9500
rg@attorneygordon.com

CERTIFICATE OF MERIT

I, Henry George Fein, am a licensed practicing physician. I am Board Certified in Endocrinology/Diabetes/Metabolism. I have more than thirty-five years of experience in this field. I am qualified to address the standards of care rendered by medical professionals practicing in the area of endocrinology/diabetes.

I have reviewed various medical records generated while the decedent, Michael Carter, Sr., was in the custody of Macon County, and records from Decatur Memorial Hospital, St. Mary's Hospital, Macon County Postmortem Examination, Macon County Coroner's Inquest transcript, medical staff interviews, Macon County correctional officer interviews, Macon County Jail intake reports, and Plaintiff's Complaint. I am familiar with the issues involved in this case.

It is my opinion, based upon a reasonable degree of medical certainty, and upon my review of the aforementioned records, that Dr. Robert Braco failed to utilize the knowledge and exercise the skill of a reasonably qualified attending physician, and that he departed from the appropriate standard of care, and was negligent during the course of care and treatment rendered to decedent.

Specifically, Dr. Braco was negligent insofar as he: failed to take a complete medical history and perform a physical examination of decedent, when he knew or should have known decedent had a history of diabetes. There is evidence that decedent self-reported his diabetic condition as reflected in the Macon County Jail intake reports; Dr. Braco further breached the appropriate standard of care by allowing decedent's oral diabetic management medication to be confiscated upon entry into the jail system without arranging for a suitable replacement of his diabetic medication. Glycemic control is fundamental to the management of diabetes, and decedent's self-management of his condition should have proceeded uninterrupted. Within 2-4 hour of intake screening, Dr. Braco should have consulted with him regarding the type and duration of diabetes, confirmed current medication, presence of complications, family history, and behavioral issues. There is no evidence that this was ever done. The records indicate that the decedent entered the jail on July 13, 2015, but wasn't evaluated by Dr. Braco until July 17, 2015. Dr. Braco further breached the standard of care by failing to have a management plan to achieve normal or near-normal glycemia for diabetes management at the time of decedent's initial medical evaluation, and as decedent's condition worsened. Dr. Braco further breached the standard of care by failing to train correctional staff or require correctional staff be trained in the recognition of hypo- and hyperglycemia to minimize risk of future decompensation. If decedent's medication would have never been confiscated and/or replaced, decedent likely would have been able to adequately manage his own diabetic condition.

Dr. Braco further breached the standard of care by failing to perform a glucose test on decedent, such as a finger stick exam to determine his glucose level. Given that decedent disclosed he was diabetic at intake, his glucose level should have been tested at

least twice per day. There is no evidence it was checked until decedent's fifth day in custody. Dr. Braco further breached the standard of care by failing to identify the clear warning signs of diabetic ketoacidosis, including high blood glucose levels, nausea, weakness or fatigue, shortness of breath, and confusion. Once it became apparent decedent had hyperglycemia, he should have been monitored every 4-6 hours. The obvious distressing symptoms exhibited by the decedent over his five days in custody should have been viewed by Dr. Braco as a potentially life-threatening condition, requiring immediate ambulatory transport to an emergency care facility to prevent further complications and death. Dr. Braco further breached the standard of care by failing to order an emergency transport of the decedent as his condition rapidly deteriorated over five days in jail custody. If Dr. Braco would have followed the appropriate standards of care and ordered decedent to be transported from the jail once decedent began to show signs of distress, decedent could have received appropriate care, including fluid replacement and decedent could have received insulin therapy which would have likely reversed the process causing diabetic ketoacidosis.

The confiscation of decedent's necessary diabetic medication; failure to timely diagnose his rapidly deteriorating diabetic condition; failure to properly treat his rapidly deteriorating diabetic condition; and failure to timely order his emergency transport to a hospital when Dr. Braco knew or should have known he was experiencing diabetic ketoacidosis requiring emergency care, a life-threatening condition; all constitute departures from the appropriate standard of care.

The aforementioned actions by Dr. Braco constitute medical negligence. Furthermore, the negligence on the part of Dr. Braco more likely than not caused Michael Carter Sr.'s death.

This is a meritorious cause of action.

x Henry George Fein, MD

CERTIFICATE OF MERIT

I, Henry George Fein, am a licensed practicing physician. I am Board Certified in Endocrinology/Diabetes/Metabolism. I have more than thirty-five years of experience in this field. I am qualified to address the standards of care rendered by medical professionals practicing in the area of endocrinology/diabetes.

I have reviewed various medical records generated while the decedent, Michael Carter, Sr., was in the custody of Macon County, and records from Decatur Memorial Hospital, St. Mary's Hospital, Macon County Postmortem Examination, Macon County Coroner's Inquest transcript, medical staff interviews, Macon County correctional officer interviews, Macon County Jail intake reports, and Plaintiff's Complaint. I am familiar with the issues involved in this case.

It is my opinion, based upon a reasonable degree of medical certainty, and upon my review of the aforementioned records, that Nurse Jo Bates failed to utilize the knowledge and exercise the skill of a reasonably qualified registered nurse, and that she departed from the appropriate standard of care, and was negligent during the course of care and treatment rendered to decedent.

Specifically, Nurse Bates was negligent insofar as she: failed to take a complete medical history and perform a physical examination of decedent, when she knew or should have known decedent had a history of diabetes. There is evidence that decedent self-reported his diabetic condition as reflected in the Macon County Jail intake reports; Nurse Bates further breached the appropriate standard of care by allowing decedent's oral diabetic management medication to be confiscated upon entry into the jail system without arranging for a suitable replacement of his diabetic medication. Glycemic control is fundamental to the management of diabetes, and decedent's self-management of his condition should have proceeded uninterrupted. Within 2-4 hour of intake screening, Nurse Bates should have consulted with him regarding the type and duration of diabetes, confirmed current medication, presence of complications, family history, and behavioral issues. There is no evidence that this was ever done. The records indicate that the decedent entered the jail on July 13, 2015, but wasn't evaluated by Nurse Bates until July 17, 2015. Nurse Bates further breached the standard of care by failing to have a management plan to achieve normal or near-normal glycemia for diabetes management at the time of decedent's initial medical evaluation, and as decedent's condition worsened. Nurse Bates further breached the standard of care by failing to train correctional staff or require correctional staff be trained in the recognition of hypo- and hyperglycemia to minimize risk of future decompensation. If decedent's medication would have never been confiscated and/or replaced, decedent likely would have been able to adequately manage his own diabetic condition.

Nurse Bates further breached the standard of care by failing to perform a glucose test on decedent, such as a finger stick exam to determine his glucose level. Given that decedent disclosed he was diabetic at intake, his glucose level should have been tested at

least twice per day. There is no evidence it was checked until decedent's fifth day in custody. Nurse Bates further breached the standard of care by failing to identify the clear warning signs of diabetic ketoacidosis, including high blood glucose levels, nausea, weakness or fatigue, shortness of breath, and confusion. Once it became apparent decedent had hyperglycemia, he should have been monitored every 4-6 hours. The obvious distressing symptoms exhibited by the decedent over his five days in custody should have been viewed by Nurse Bates as a potentially life-threatening condition, requiring immediate ambulatory transport to an emergency care facility to prevent further complications and death. Nurse Bates further breached the standard of care by failing to order an emergency transport of the decedent as his condition rapidly deteriorated over five days in jail custody. If Nurse Bates would have followed the appropriate standards of care and ordered decedent to be transported from the jail once decedent began to show signs of distress, decedent could have received appropriate care, including fluid replacement and decedent could have received insulin therapy which would have likely reversed the process causing diabetic ketoacidosis.

The confiscation of decedent's necessary diabetic medication; failure to timely diagnose his rapidly deteriorating diabetic condition; failure to properly treat his rapidly deteriorating diabetic condition; and failure to timely order his emergency transport to a hospital when Nurse Bates knew or should have known he was experiencing diabetic ketoacidosis requiring emergency care, a life-threatening condition; all constitute departures from the appropriate standard of care.

The aforementioned actions by Nurse Bates constitute medical negligence. Furthermore, the negligence on the part of Nurse Bates more likely than not caused Michael Carter Sr.'s death.

This is a meritorious cause of action.

x Henry George Fein, MD

**UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF ILLINOIS**

FELITA MCGEE, as Independent)	
Administrator of the Estate of MICHAEL)	
CARTER, SR., <i>deceased</i>)	
)	
Plaintiff)	
)	
vs.)	
)	Case No. 16-cv-2221
)	
MACON COUNTY SHERIFF'S)	
DEPARTMENT; DECATUR MEMORIAL)	
HOSPITAL; DMH CORPORATE)	
HEALTH SERVICES; ROBERT)	
BRACO, MD; JO BATES, LPN;)	
RANDELL WEST; LARRY PARSANO;)	
TERRY COLLINS; MICHAEL PATTON;)	
and JOSHUA PAGE)	
)	
Defendants.)	

INTERROGATORIES TO DEFENDANT DECATUR MEMORIAL HOSPITAL

NOW COMES the Plaintiff, as Independent Administrator of the Estate of Michael Carter, Sr., *deceased*, by and through her attorneys, LAW OFFICES OF RAHSAAN A. GORDON, and propounds the following Interrogatories to be answered under oath by the above-named Defendant within the next twenty-eight (30) days:

INSTRUCTIONS AND DEFINITIONS

- A. As used herein, "defendant" or "defendants" refer(s) to any named defendant herein, or any agent, employee or representative of any named defendant herein.
- B. As used herein, "you" or the "the defendant" refers to any named defendant, or any agent, employee, representative or other person acting on behalf of any defendant herein.
- C. Wherever appropriate, the singular form of a word should be interpreted in the plural.

- D. “And” as well as “as” should be construed either disjunctively or conjunctively as necessary to bring within the scope of these interrogatories any documents or information which might otherwise be construed as outside the scope.
- E. As used herein, the term “person” shall mean to include, without limiting the generality of its meaning, every natural human being, corporate entity, firm, partnership, company, trust, proprietorship, association, joint venture or any other form of organization or entity.
- F. The word “document” means any kind of written, graphic or recorded matter, however produced or reproduced, of any kind of description, whether sent or received or neither, including but not limited to: papers, books, book entries, accounts, letters, photographs, film clips, movies, cassettes, micro-cassettes, videotapes, sound recordings, x-rays, radiographic recordings of any type, objects, tangible things, correspondence, telegrams, cables, telex messages, memoranda, notes, data, notations, work papers, transcripts, reports and recordings of telephone or other conversations or statements, or of interviews, conferences or other meetings, affidavits, summaries, opinions, reports, studies, analyses, licenses, agreements, offers, ledgers, journals, books or records of accounts, checks, summaries of accounts, bills, receipts, balance sheets, income statements, confirmation slips, questionnaires, answers to tabulations, charts, graphs, maps, surveys, magnetic tapes, computer-recorded or computer generated items, micro-films, all other records kept by electronic, photographic or mechanical means, and things similar to any of the foregoing, however denominated, whether currently in existence or lost or destroyed.
- G. The term “identify” as to any document means to provide the following information with respect to the document:
- (a) The date of its preparation;
 - (b) The date(s), if any, on the document;
 - (c) The author’(s)’ name, address or last known address, employer, title and position;
 - (d) The signatory or signatories;
 - (e) The type of document (e.g., memorandum, note, letter, affidavit, report, bill, receipt, etc.);
 - (f) The addressee;
 - (g) The name, address or last known address, employer, title and position of all other persons who received copies;
 - (h) The name, address or last known address, employer, title and position of each custodian;
 - (i) The present location;

- (j) The substance of each document, or in the alternative, attach a copy of each document to the answers to the interrogatories;
 - (k) The purpose and use of each such document;
 - (l) If any such document was in the defendant's possession, custody or control, but no longer is, state the date and disposition of each such document.
- H. The term "identify" with respect to a person means to state:
- (a) Full name;
 - (b) Employer or last known employer, title and position, employer's address or last known address;
 - (c) Present or last known home address and business address, telephone numbers and the date that such information was known to be current;
 - (d) Relationship to any plaintiff or defendant herein, and significance to the occurrence complained of, or any issue herein;
 - (e) Date of birth and social security number.
- I. The term "describe" means to state fully and to specify each and every item of information and reasoning which explains the response to be given, including but not limited to an identification of all documents relating thereto; an identification of all persons having knowledge thereof; and identification of all communications on the subject, and a statement of the substance of all acts or events relating in any way to the subject matter of the interrogatory.
- J. The term "plaintiff" or "plaintiff-patient" refers to the individual or individuals whose medical condition or damages are at issue in this case.
- K. In accordance with Supreme Court Rule 201(n), if any privilege is asserted or claimed as to prohibit disclosure of any information sought by these interrogatories, the answering party is requested to specify each and all privileges claimed, and all bases upon which such privilege is claimed.
- L. In accordance with Supreme Court Rule 213(i), these interrogatories, and your answers to these interrogatories shall be deemed to be continuing, and you are obligated to seasonably supplement or amend any prior answer or response whenever new or additional information subsequently becomes known to you.

INTERROGATORIES

1. State the full name and address of the person answering and, if different, the full name and address of the individual signing the answers.

ANSWER:

2. Do you know of any statements made by any person relating to the care and treatment of the decedent or the damages alleged of in the complaint? If so, give the name and address of each such witness and the date of the statement, and state whether such statement was written or oral and if written the present location of each such statement.

ANSWER:

3. Has DECATUR MEMORIAL HOSPITAL been named as a defendant in a lawsuit arising from alleged malpractice or professional negligence during the 20 year period preceding the filing of this lawsuit? If so, state the court, the caption and the case number for each lawsuit.

ANSWER:

4. State whether DECATUR MEMORIAL HOSPITAL was named or covered under any policy or policies of medical liability insurance at the time of the care or treatment alleged in the complaint? If so, state for each policy:
 - a. The name of the insurance company;
 - b. The policy number;
 - c. The effective policy period;
 - d. The maximum liability limits for each person and each occurrence, including umbrella and excess liability coverage; and
 - e. The named insured(s) under each policy.

ANSWER:

5. Identify whether any hearings dealing with mortality or morbidity was held regarding the care and treatment of the plaintiff alleged in the Complaint.

ANSWER:

6. State the name, author, publisher, title, date of publication and specific provision of all medical texts, books, journals or other medical literature which you or your attorney intend to use as authority or reference in defending any of the allegations set forth in the Complaint.

ANSWER:

7. Identify each and every rule, regulation, by-law or other document of any hospital, association, licensing authority, accrediting authority or other private

body which you, or your attorneys, may use at trial in defense of the allegations contained in the Complaint.

ANSWER:

8. Identify any policies, procedures, guidelines, rules or protocols for the evaluation and treatment of diabetic patients in effect at MACON COUNTY JAIL at the time of the care and/or treatment of the plaintiff alleged in the Complaint. If so, state:
 - a. Whether such policies, procedures, opinions, rules or protocols are published and by whom;
 - b. The effective date of said policies, procedures, guidelines, rules or protocols;
 - c. Which medical professionals are bound by said policies, procedures, guidelines, rules or protocols;
 - d. Who is the administrator of any such policies, procedures, guidelines, rules or protocols;
 - e. Whether the policies, procedures, guidelines, rules or protocols in effect at the time of the occurrence alleged in the Complaint have been changed, amended or altered after the occurrence. If so, state the change(s) and the date(s) of any such change(s).

ANSWER:

9. Was DR. ROBERT BRACO, an employee, agent, servant, shareholder or partner of DECATUR MEMORIAL HOSPITAL at the time of the care or treatment of the plaintiff alleged in the Complaint? If so, state with specificity the nature of the relationship.

ANSWER:

10. Was JO BATES an employee, agent, servant, shareholder or partner of DECATUR MEMORIAL HOSPITAL at the time of the care or treatment of the plaintiff alleged in the Complaint? If so, state with specificity the nature of the relationship.

ANSWER:

11. State for each person who directly or indirectly was involved in the care or treatment of the plaintiff alleged in the Complaint:

- a. That person's full name and current residence address;
- b. The name and current address of that person's employer;
- c. The employment relationship of that person with DECATUR MEMORIAL HOSPITAL;
- d. The date(s) of such person's care or treatment, including a description of the care or treatment;
- e. The name and current address of any other individual present when the care or treatment was rendered.

ANSWER:

12. Were any photographs, movies and/or videotapes taken of the plaintiff or of the procedures complained of? If so, state the date(s) on which such photographs, movies and/or videotapes were taken, who is displayed therein, who now has custody of them, and the name, address, occupation and employer of the person taking them.

ANSWER:

13. Have you (or has anyone acting on your behalf) had any conversations with any person at any time with regard to the manner in which the care and treatment alleged in the complaint was provided, or have you overheard any statement made by any persons at any time with regard to the injuries complained of by the plaintiff or the manner in which the care and treatment alleged in the complaint was provided? If so, state:
- a. The date or dates of such conversation(s) and/or statements(s);
 - b. The place of such conversation(s) and/or statement(s);
 - c. All persons present for the conversation(s) and/or statement(s);
 - d. The matters and things stated by the person in the conversation(s) and/or statement(s);
 - e. Whether the conversation(s) was oral, written and/or recorded; and
 - f. Who has possession of the statement(s) if written and/or recorded.

ANSWER:

14. Do you have any information:

- a. That any plaintiff was, within the 10 years immediately prior to the care and treatment alleged in the complaint, confined in a hospital and/or clinic, treated by a physician and/or other health professional, or x-rayed for any reason other than personal injury? If so, state the name of each plaintiff so involved, the name and address of each such hospital and/or clinic, physician, technician and/or other health care professional, the approximate date of such confinement or service and state the reason for such confinement or service.
- b. That any plaintiff has suffered any serious personal injury and/or illness within 10 years prior to the date of the occurrence? If so, state the name of each plaintiff so involved and state when, where and how he or she was injured and/or ill and describe the injuries and/or illness suffered.
- c. That any plaintiff has suffered any serious personal injury and/or illness since the date of the occurrence? If so, state the name of each plaintiff so involved and state when, where and how he or she was injured and/or ill and describe the injuries and/or illness suffered.
- d. That any other suit has been filed for any plaintiff's personal injuries? If so, state the name of each plaintiff involved, the nature of the injuries claimed, the court(s) and caption(s) in which filed, the year(s) filed, and the title(s) and docket number(s) of the suit(s).
- e. That any claim for workers' compensation benefits has been filed for any plaintiff? If so, state the name and address of the employer, the date(s) of the accident(s), the identity of the insurance company that paid any such benefits and the case number(s) and jurisdiction(s) where filed.

ANSWER:

15. Please describe all efforts undertaken by the answering Defendant and/or its employees and/or agents to evaluate, diagnose, treat, and/or assist the decedent while he was under at Macon County Jail.

ANSWER:

16. Please provide the treatment plan associated with decedent's care.

ANSWER:

17. Please describe in detail the relationship between DEFENDANTS DECATUR MEMORIAL HOSPITAL and MACON COUNTY JAIL. Please attach any documents relating to said relationship.

ANSWER:

18. Provide the name and address of each witness who will testify at trial and all other information required for each witness.

ANSWER:

19. Identify any statements, information and/or documents known to you and requested by any of the foregoing interrogatories which you claim to be work product or subject to any common law or statutory privilege, and with respect to each interrogatory, specify the legal basis for the claim.

ANSWER:

20. List the name and address of all persons (other than yourself and persons heretofore listed) who have knowledge of the facts of the care and treatment complained of in the complaint filed herein and/or of the injuries claimed to have resulted therefrom.

ANSWER:

LAW OFFICES OF RAHSAAN A. GORDON

s//Rahsaan A. Gordon
Attorney for the Plaintiff

Rahsaan A. Gordon
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(312) 422-9500
Atty. No. 42809

**UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF ILLINOIS**

FELITA MCGEE, as Independent)
Administrator of the Estate of MICHAEL)
CARTER, SR., *deceased*)

Plaintiff)

vs.)

Case No. 16-cv-2221

MACON COUNTY SHERIFF'S)
DEPARTMENT; DECATUR MEMORIAL)
HOSPITAL; DMH CORPORATE)
HEALTH SERVICES; ROBERT)
BRACO, MD; JO BATES, LPN;)
RANDELL WEST; LARRY PARSANO;)
TERRY COLLINS; MICHAEL PATTON;)
and JOSHUA PAGE)

Defendants.)

REQUEST TO PRODUCE TO ALL DEFENDANTS

Pursuant to Supreme Court Rule 214, you are hereby requested to produce the requested documents as they are kept in the usual course of business or organized and labeled to correspond with the categories in the request, and all retrievable information in computer storage in printed form at the office of the attorneys for the Plaintiff(s), within twenty-eight (28) days (together with any transcripts, reports, memoranda or recordings purporting to reflect but not to evaluate the same):

1. Any and all documents, notes, reports, summaries, photographs, audio recordings, video recordings, and any other tangible item(s) relating to the circumstances surrounding Michael Carter Sr.'s death.

2. Any and all documents, notes, reports, summaries, photographs, audio recordings, video recordings, and any other tangible item(s) relating to Decatur Memorial Hospital and/or Macon County Sheriff's Dept. protocol and/or policy for the evaluation and treatment of diabetic patients on the date decedent died.
3. Any and all documents, notes, reports, summaries, photographs, audio recordings, video recordings, and any other tangible item(s) relating to any investigation into the death of Michael Carter. Sr.
4. Any and all medical records, progress notes, summaries, charts, and any other documents relating to the medical treatment of Michael Carter. Sr.
5. Any and all documents, notes, reports, summaries, photographs, audio recordings, video recordings, and any other tangible item(s) relating to any notification(s) made to any public/governmental agencies and/or regulatory entities regarding the circumstances surrounding Michael Carter Sr.'s death.
6. Any and all contracts between any of the defendant's to the herein lawsuit.
7. Any and all financial documents, notes, checks, invoices, contracts, and/or bills exchanged among any of the named defendants since January 2010.
8. Any emails involving any of the defendants named in the herein lawsuit.

You are hereby requested to seasonably supplement any response to the extent of documents, objects, or tangible things which subsequently come to the producing party's possession or control or become known to that party.

It is further requested that you or your attorneys, in compliance with this Request to Produce, shall furnish an Affidavit stating whether the production is complete.

LAW OFFICES OF RAHSAAN A. GORDON

s//Rahsaan A. Gordon
Attorney for the Plaintiff

Rahsaan A. Gordon
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Atty. No. 42809

[Print](#) | [Close Window](#)Sunday, 31 March, 2019 03:37:44 PM
Clerk, U.S. District Court, ILCD**Subject: Plaintiff's written discovery requests [Estate of Carter v. Macon County, DMH, et al.]****From: rg@attorneygordon.com****Date: Fri, Jan 05, 2018 3:25 pm****To: rlewis@kehart.com****Attach: Carter - Interrogatories to DMH.pdf****Carter - Interrogatories to Macon County Sheriff.pdf****Carter - Interrogatories to Bates.pdf****Carter - Interrogatories to West.pdf****Carter - Interrogatories to Parsano.pdf****Carter - Interrogatories to Collins.pdf****Carter - Interrogatories to Patton.pdf****Carter - Interrogatories to Page.pdf****Carter - Req. to produce to all Defendants.pdf**

Dear Counsel,

Per our conversation today, attached please find Plaintiff's discovery requests to all defendants of record, which I mistakenly thought I had previously emailed to your attention.

Best,

Rahsaan

Rahsaan A. Gordon

LAW OFFICES OF RAHSAAN A. GORDON, P.C.

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----- Original Message -----

Subject: RE: Estate of Carter v. Macon County, DMH, et al.

From: <rg@attorneygordon.com>

Date: Fri, December 15, 2017 5:56 pm

To: "Keith Fruehling" <KFruehling@heyloyster.com>, "Bill Kurnik"<Bkurnik@khkklaw.com>Cc: "Karen Stocco" <Kstocco@khkklaw.com>

Dear Counsels,

Pursuant to FRCP Rules 33 and 34, attached please find Plaintiff's initial set of of interrogatories addressed to each Defendant. In addition, attached is a uniform request to produce documents to be

answered by all Defendants. If anyone should require a copy of the attachments to be delivered via regular US Mail, please advise.

Best,

Rahsaan

Rahsaan A. Gordon

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**IN THE UNITES STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF ILLINOIS
URBANA DIVISION**

**FELITA MCGEE, as Independent
Administrator of the Estate of MICHAEL
CARTER, Sr., *deceased* and as next-of-kin,**

Plaintiff,

v.

**MACON COUNTY SHERIFF'S
DEPARTMENT, DECATUR MEMORIAL
HOSPITAL, DMH CORPORATE HEALTH
SERVICES, ROBERT BRACO, M.D., JO
BATES, LPN, RANDELL WEST, LARRY
PARSANO, TERRY COLLINS, MICHAEL
PATTON, AND JOSHUA PAGE,**

Defendants.

Case No. 16-cv-02221

**ANSWERS TO INTERROGATORIES TO
DEFENDANT DECATUR MEMORIAL HOSPITAL**

NOW COMES the Defendant, DECATUR MEMORIAL HOSPITAL, by KEHART, PECKERT, WISE, TOTH & LEWIS, its attorneys, and for its Answers to Interrogatories, states as follows:

1. State the full name and address of the person answering and, if different, the full name and address of the individual signing the answers.

**ANSWER: Katherine H. Anderson
VP, Legal Affairs and Corporate Compliance
Decatur Memorial Hospital ("DMH")
2300 N. Edward St.
Decatur, IL 62526**

These answers are provided on behalf of DMH by a duly-authorized agent/representative, with assistance of counsel.

2. Do you know of any statements made by any person relating to the care and treatment of the decedent or the damages alleged of in the complaint? If so, give the name and address of each such witness and the date of the statement, and state whether such statement was written or oral and if written the present locations of each such statement.

ANSWER: I am aware that the Illinois State Police conducted an investigation and statements were provided that became a part of that report. I am unaware of any statements independent of that report. To the extent this Interrogatory seeks information protected by the attorney-client privilege and/or insured-insurer privilege, this Defendant objects to said Interrogatory.

3. Has DECATUR MEMORIAL HOSPITAL been named as a defendant in a lawsuit arising from alleged malpractice or professional negligence during the 20 year period preceding the filing of this lawsuit? If so, state the court, the caption and the case number for each lawsuit.

ANSWER: Objection. This Interrogatory is unduly burdensome, overly broad, and seeks irrelevant information.

4. State whether DECATUR MEMORIAL HOSPITAL was named or covered under any policy or policies of medical liability insurance at the time of the care or treatment alleged in the complaint? If so, state for each policy:

- a. The name of the insurance company;
- b. The policy number;
- c. The effective policy period;

- d. The maximum liability limits for each person and each occurrence, including umbrella and excess liability coverage; and
- e. The named insured(s) under each policy.

ANSWER: **Carrier's Name: Heartland Risk Management Company**
 Policy number: 675-1PLGL16
 Effective dates: 4-1-16 through 4-1-17
 Limits of coverage: \$1.5 million per claim/\$5 million aggregate
 Named insured: Illinois Health and Science

Carrier's Name: Steadfast Insurance Company (Zurich)
 Policy number: HPC0192507-00
 Effective dates: 4-1-16 through 4-1-17
 Limits of coverage: \$10 million per claim/\$10 million aggregate
 Named insured: Illinois Health and Science

Carrier's Name: Beazley
 Policy number: WD1500095
 Effective dates: 4-1-16 through 4-1-17
 Limits of coverage: \$15 million per claim/\$15 million aggregate
 Named insured: Illinois Health and Science

5. Identify whether any hearings dealing with mortality or morbidity was held regarding the care and treatment of the plaintiff alleged in the Complaint.

ANSWER: **Defendant objects to this Interrogatory to the extent that it seeks information protected by the Medical Studies Act. Without waiving said objection, no.**

6. State the name, author, publisher, title, date of publication and specific provision of all medical texts, books, journals or other medical literature which you or your attorney intend to use as authority or reference in defending any of the allegations set forth in the Complaint.

ANSWER: **Defendant objects to this Interrogatory to the extent the work product doctrine limits its obligations to produce this information. Without waiving said objection, such material has not yet been identified.**

7. Identify each and every rule, regulation, by-law or other document of any hospital, association, licensing authority, accrediting authority or other private body which you, or your attorneys, may use at trial in defense of the allegations contained in the complaint.

ANSWER: Unknown and investigation continues. DMH will disclose any such items it is required to disclose pursuant to the applicable Federal Rules of Civil Procedure and court orders.

8. Identify any policies, procedures, guidelines, rules or protocols for the evaluation and treatment of diabetic patients in effect at MACON COUNTY JAIL at the time of the care and/or treatment of the plaintiff alleged in the Complaint. If so, state:

- a. Whether such policies, procedures, opinions, rules or protocols are published and by whom;
- b. The effective date of said policies, procedures, guidelines, rules or protocols;
- c. Which medical professionals are bound by said policies, procedures, guidelines rules or protocols;
- d. Who is the administrator of any such policies, procedures, guidelines, rules or protocols;
- e. Whether the policies, procedures, guidelines, rules or protocols in effect at the time of the occurrence alleged in the Complaint have been changed, amended or altered after the occurrence. If so, state the change(s) and the date(s) of any such change(s).

ANSWER: Defendant is generally aware that Macon County Jail has policies and procedures, but has no knowledge as to specific policies and procedures. Therefore, Defendant is unable to answer Interrogatory #8 and all its subparts.

9. Was DR. ROBERT BRACO, an employee, agent, servant, shareholder or partner of DECATUR MEMORIAL HOSPITAL at the time of the care or treatment of the plaintiff alleged in the Complaint? If so, state with specificity the nature of the relationship.

ANSWER: Yes, Dr. Braco was an employee of Decatur Memorial Hospital during the relevant timeframe and, as part of his duties, was assigned to the Macon County Jail. Dr. Braco remains employed as a physician with Decatur Memorial Hospital.

10. Was JO BATES an employee, agent, servant, shareholder or partner of DECATUR MEMORIAL HOSPITAL at the time of the care or treatment of the plaintiff alleged in the Complaint? If so, state with specificity the nature of the relationship.

ANSWER: Yes, Nurse Bates was employed by Decatur Memorial Hospital as an LPN during the relevant timeframe and assigned to the Macon County Jail. Nurse Bates is no longer employed by Decatur Memorial Hospital.

11. State for each person who directly or indirectly were involved in the care or treatment of the plaintiff alleged in the Complaint:

- a. That person's full name and current residence address;
- b. The name and current address of that person's employer;
- c. The employment relationship of that person with DECATUR MEMORIAL HOSPITAL;
- d. The date(s) of such person's care or treatment, including a description of the care or treatment.
- e. The name and current address of any other individual present when the care or treatment was rendered.

ANSWER: Objection. Interrogatory #11 is vague in so far as it does not define "care" or "treatment." Without waiving said objection, see those medical records produced in this matter and the ISP report. Investigation continues.

12. Were any photographs, movies and/or videotapes taken of the plaintiff or of the procedures complaint of? If so, state the date(s) on which such photographs, movies and/or

videotapes were taken, who is displayed therein, who now has custody of them, and the name, address, occupation and employer of the person taking them.

ANSWER: None to my knowledge other than what may be contained in the medical records and ISP report.

13. Have you (or has anyone acting on your behalf) had any conversations with any person at any time with regard to the manner in which the care and treatment alleged in the complaint was provided, or have you overheard any statement made by any persons at any time with regard to the injuries complained of by the plaintiff or the manner in which the care and treatment alleged in the complaint was provide? If so, state:

- a. The date or dates of such conversation(s) and/or statement(s);
- b. The place of such conversation(s) and/or statement(s);
- c. All persons present for the conversation(s) and/or statement(s);
- d. The matters and things stated by the person in the conversation(s) and/or statement(s);
- e. Whether the conversation(s) was oral, written and/or recorded; and
- f. Who has possession of the statement(s) if written and/or recorded.

ANSWER: Defendant objects to Interrogatory #13 and its subparts to the extent that it seeks information protected by the attorney-client and insurer-insured privileges and is privileged pursuant to the Medical Studies Act. Without waiving said objection, other than what is contained in the medical records and/or in the ISP report, none to my knowledge.

14. Do you have any information:

- a. That any plaintiff was, within the 10 years immediately prior to the care and treatment alleged in the complaint, confined in a hospital and/or clinic, treated by a physician

and/or health professional, or x-rayed for any reason other than personal injury? If so, state the name of each plaintiff so involved, the name and address of each such hospital and/or clinic, physician, technician and/or other health care professional, the approximate date of such confinement or service and state the reason for such confinement or service.

- b. That any plaintiff has suffered any serious personal injury and/or illness within 10 years prior to the date of the occurrence? If so, state the name of each plaintiff so involved and state when, where and how he or she was injured and/or ill and describe the injuries and/or illness suffered.
- c. That any plaintiff has suffered any serious personal injury and/or illness since the date of the occurrence? If so, state the name of each plaintiff so involved and state when, where and how he or she was injured and/or ill and describe the injuries and/or illness suffered.
- d. That any other suit has been filed for any plaintiff's personal injuries? If so, state the name of each plaintiff involved, the nature of the injuries claimed, the court(s) and caption(s) in which filed, the year(s) filed, and the title(s) and docket number(s) of the suit(s).
- e. That any claim for workers' compensation benefits has been filed for any plaintiff? If so, state the name and address of the employer, the date(s) of the accident(s), the identity of the insurance company that paid any such benefits and the case number(s) and jurisdiction(s) where filed.

ANSWER: Defendant is generally unaware of information of this nature contained in Interrogatory #14, subparts a through e, other than what is referenced in the medical records of Plaintiff. Investigation continues.

15. Please describe all efforts undertaken by the answering Defendant and/or its employees and/or agents to evaluate, diagnose, treat, and/or assist the decedent while he was under at Macon County Jail.

ANSWER: Objection. Overly broad and calls for a narrative response. Without waiving said objection, please see the medical records produced in this matter and the ISP report.

16. Please provide the treatment plan associated with decedent's care.

ANSWER: Please see the medical records produced in this matter and the ISP report.

17. Please describe in detail the relationship between you and DEFENDANTS DECATUR MEMORIAL HOSPITAL and MACON COUNTY SHERIFF'S DEPT. Please attach any documents relating to said relationship.

ANSWER: The parties are in a contractual relationship in which DMH provides medical services and administrative management of those medical services on behalf of Macon County to inmates housed in the Macon County Jail facility.

18. Provide the name and address of each witness who will testify at trial and all other information required for each witness.

ANSWER: Unknown and investigation ongoing. This Defendant will seasonably supplement this response consistent with the pre-trial discovery schedule and the Federal Rules of Civil Procedure.

19. Identify any statements, information and/or documents known to you and requested by any of the foregoing interrogatories which you claim to be work product or subject to any common law or statutory privilege, and with respect to each interrogatory, specify the legal basis for the claim.

ANSWER: None, other than the documents identified herein.

20. List the name and address of all persons (other than yourself and persons heretofore listed) who have knowledge of the facts of the care and treatment complained of in the complaint filed herein and/or of the injuries claimed to have resulted therefrom.

ANSWER: Defendant objects to Interrogatory #20 to the extent that it seeks

information protected by the attorney-client privilege and insurer-insured privilege and is privileged under the Medical Studies Act. Without waiving said objection, other than those individuals identified in the medical records and ISP report, none known at this time other than communications protected by the attorney-client privilege and insurer-insured privileges. Investigation continues. Defendant reserves the right to supplement this response as necessary.

Respectfully submitted,

DECATUR MEMORIAL HOSPITAL,
Defendant,

By: /s/ Regan Lewis (#6301846)
One of its attorneys

Michael J. Kehart – Lead Attorney
Regan Lewis
KEHART, PECKERT, WISE, TOTH & LEWIS
132 South Water Street, Suite 200
Post Office Box 860
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rlewis@kehart.com

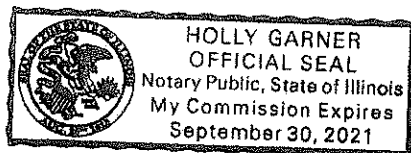
ATTESTATION

STATE OF ILLINOIS)
) SS
COUNTY OF MACON)

I, KATHERINE H. ANDERSON, Vice-President of Legal Affairs and Corporate Compliance for Decatur Memorial Hospital, being first duly sworn on oath, depose and state that I, on behalf of a Defendant in the above-captioned matter, have read the foregoing responses to Plaintiff's Interrogatories, and the answers made herein are true, correct and complete to the best of my knowledge and belief.

Katherine Anderson

Signed and sworn to before me this 5th day of February, 2018.



Holly Garner
Notary Public

**IN THE UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF ILLINOIS
URBANA DIVISION**

**FELITA MCGEE, as Independent
Administrator of the Estate of MICHAEL
CARTER, Sr., *deceased* and as next-of-kin,**

Plaintiff,

v.

**MACON COUNTY SHERIFF'S
DEPARTMENT, DECATUR MEMORIAL
HOSPITAL, DMH CORPORATE HEALTH
SERVICES, ROBERT BRACO, M.D., JO
BATES, LPN, RANDELL WEST, LARRY
PARSANO, TERRY COLLINS, MICHAEL
PATTON, AND JOSHUA PAGE,**

Defendants.

Case No. 16-cv-02221

DEFENDANTS RESPONSE TO REQUEST TO PRODUCE

NOW COME the Defendants, DECATUR MEMORIAL HOSPITAL, ROBERT BRACO, M.D., and JO BATES, LPN, by KEHART, PECKERT, WISE, TOTH & LEWIS, its attorneys, and for Defendants' Responses to Request to Produce, states as follows:

1. Any and all documents, notes, reports, summaries, photographs, audio recordings, video recordings, and any other tangible item(s) relating to the circumstances surrounding Michael Carter Sr.'s death.

RESPONSE: Please see ISP report in its entirety produced pursuant to Rule 26 disclosures and all associated audio and video recordings included therein.

2. Any and all documents, notes, reports, summaries, photographs, audio recordings, video recordings, and any other tangible item(s) relating to Decatur Memorial Hospital and/or

Macon County Sheriff's Dept. protocol and/or policy for the evaluation and treatment of diabetic patients on the date decedent died.

RESPONSE: Please reference Interrogatory #8 answered by Jo Bates and DMH, respectively. Neither party has possession of Macon County Sheriff's office policies and procedures. Answering further, Dr. Braco is no longer assigned to the Macon County Jail facility within his hospital duties and is not in possession of any Macon County Sheriff's office policies and procedures.

3. Any and all documents, notes, reports, summaries, photographs, audio recordings, video recordings, and any other tangible item(s) relating to any investigation into the death of Michael Carter, St.

RESPONSE: See response to Request #1.

4. Any and all medical records, progress notes, summaries, charts, and any other documents relating to the medical treatment of Michael Carter, Sr.

RESPONSE: Defendants object to Request #4 in so far as it is unlimited in scope and time. Without waiving said objection, Defendants will produce the medical records in its possession as part of this Response to Plaintiff's Request to Produce.

5. Any and all documents, notes, reports, summaries, photographs, audio recordings, video recordings, and any other tangible item(s) relating to any notification(s) made to any public/governmental agencies and/or regulatory entities regarding the circumstances surrounding Michael Carter Sr.'s death.

RESPONSE: See Response to Request #1.

6. Any and all contracts between any of the defendant's to the herein lawsuit.

RESPONSE: Defendants object to Request #6 in so far as it is unlimited in scope and time and therefore seeks irrelevant information. Without waiving said objection, Defendants attach the contract in effect between Decatur Memorial Hospital and the County of Macon during the relevant timeframe as set forth in the Plaintiff's Amended Complaint at Law.

7. Any and all financial documents, notes, checks, invoices, contracts, and/or bills exchanged among any of the named defendants since January 2010.

RESPONSE: Defendants object to Request #7 in so far as it seeks irrelevant information. Defendants will produce financial documents it has in its possession as soon as they are available.

8. Any emails involving any of the defendants named in the herein lawsuit.

RESPONSE: Defendants object to Request #8 as it is vague and ambiguous in nature and purports to seek information wholly unrelated to this matter. Further, this Request seeks information that may be protected by the attorney-client privilege and insured-insurer privilege. Without waiving said objection, Defendants are unaware of emails involving the above-named defendants with respect to this matter and investigation is ongoing. Defendants reserve the right to supplement this answer. Answering further, the medical staff at the Macon County Jail facility use Macon County email addresses and, to the extent they exist, are able to be produced by the County.

Respectfully submitted,

DECATUR MEMORIAL HOSPITAL, ROBERT BRACO,
M.D., and JO BATES, LPN,
Defendants,

By: /s/ Regan Lewis (#6301846)
One of their attorneys

Michael J. Kehart – Lead Attorney
Regan Lewis
KEHART, PECKERT, WISE, TOTH & LEWIS
132 South Water Street, Suite 200
Post Office Box 860
Decatur, Illinois 62525-0860
Telephone: (217) 428-4689
Facsimile: (217) 422-7950
E-Mail: mjk@kehart.com
rlewis@kehart.com

ATTESTATION

STATE OF ILLINOIS)
) SS
COUNTY OF MACON)

I, JO BATES, LPN, being first duly sworn on oath, depose and state that I, a Defendant in the above-captioned matter, have read the foregoing responses to Plaintiff's Request to Produce, and the answers made herein are true, correct and complete to the best of my knowledge and belief.

Signed and sworn to before me this ____ day of _____, 2018.

Notary Public

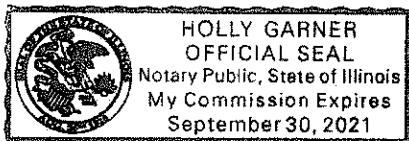
ATTESTATION

STATE OF ILLINOIS)
) SS
COUNTY OF MACON)

I, KATHERINE H. ANDERSON, Vice-President of Legal Affairs and Corporate Compliance for Decatur Memorial Hospital, being first duly sworn on oath, depose and state that I, a Defendant in the above-captioned matter, have read the foregoing responses to Plaintiff's Request to Produce, and the answers made herein are true, correct and complete to the best of my knowledge and belief.

Katherine Anderson

Signed and sworn to before me this 5th day of February, 2018.



Holly Garner
Notary Public

ATTESTATION

STATE OF ILLINOIS)
) SS
COUNTY OF MACON)

I, ROBERT BRACO, M.D., being first duly sworn on oath, depose and state that I, a Defendant in the above-captioned matter, have read the foregoing responses to Plaintiff's Request to Produce, and the answers made herein are true, correct and complete to the best of my knowledge and belief.

Signed and sworn to before me this ____ day of _____, 2018.

Notary Public

In The Matter Of:
FELITA MCGEE v.
MACON COUNTY SHERIFF'S DEPARTMENT

JOHN WILLIAM RIDLEY
April 10, 2018

Area Wide Reporting and Video Conferencing
www.areawide.net
scheduling@areawide.net
301 W. White Street
Champaign, IL 61820

Original File 0410ridj.txt

Min-U-Script® with Word Index

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1 UNITED STATES DISTRICT COURT
 2 FOR THE CENTRAL DISTRICT OF ILLINOIS
 3 URBANA DIVISION
 4 FELITA MCGEE, as Independent)
 5 Administrator of the Estate of)
 6 MICHAEL CARTER, SR., deceased,)
 7 and as next-of-kin,)
 8 Plaintiff,)
 9 vs.) No. 2:16-cv-02221
 10 MACON COUNTY SHERIFF'S)
 11 DEPARTMENT; DECATUR MEMORIAL)
 12 HOSPITAL; DMH CORPORATE HEALTH)
 13 SERVICES; ROBERT BRACO, M.D., JO)
 14 BATES, LPN; RANDELL WEST; LARRY)
 15 PARSANO; TERRY COLLINS; MICHAEL)
 16 PATTON and JOSHUA PAGE,)
 17 Defendants.)
 18
 19 The deposition of JOHN WILLIAM RIDLEY, taken in
 20 the above-entitled cause, on the 10th day of April, 2018,
 21 at the law firm of Kehart, Peckert, Wise, Toth & Lewis,
 22 132 South Water Street, Suite 200, Decatur, Illinois,
 23 pursuant to Notice at the hour of 9:03 a.m.
 24
 25 Reported by: Lisa Hahn Peterman, CSR, RMR
 26 License No. 084-002149

Page 2

1 APPEARANCES:
 2 LAW OFFICES OF RAHSAAN A. GORDON
 3 333 West Wacker Drive, Suite 500
 4 Chicago, Illinois 60606
 5 312-422-9500
 6 rg@attorneygordon.com
 7 BY: RAHSAAN A. GORDON, ESQ.
 8 Representing the Plaintiff;
 9
 10 KNIGHT, HOPPE, KURNIK & KNIGHT, LTD.
 11 5600 North River Road, Suite 600
 12 Rosemont, Illinois 60018-5114
 13 847-261-0700
 14 bkurnik@khkklaw.com
 15 BY: WILLIAM W. KURNIK, ESQ.
 16 Representing the Macon County Sheriff's
 17 Department, Larry Parsano, Terry Collins, Michael
 18 Patton and Joshua Page;
 19
 20 KEHART, PECKERT, WISE, TOTH & LEWIS
 21 132 South Water Street, Suite 200
 22 Decatur, Illinois 62525-0860
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 24 mjkehart@kehart.com
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 26 BY: MICHAEL J. KEHART, ESQ.
 27 REGAN M. LEWIS, ESQ.
 28 Representing the Defendants, Decatur Memorial
 29 Hospital; DMH Corporate Health Services; Robert
 30 Braco, M.D. and Jo Bates, LPN;
 31
 32 HEYL, ROYSTER, VOELKER & ALLEN
 33 301 North Neil Street, Suite 505
 34 Champaign, Illinois 61820
 35 217-344-0060
 36 kfruehling@heyloyroster.com
 37 BY: KEITH E. FRUEHLING, ESQ.
 38 Representing the Defendant, Randell West.

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1 I N D E X
 2 WITNESS EXAMINATION
 3 JOHN WILLIAM RIDLEY
 4 By Mr. Gordon 4
 5 By Mr. Kurnik 88
 6 By Mr. Fruehling 99
 7 By Mr. Gordon 101
 8 By Mr. Fruehling 109
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 10
 11
 12
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 14
 15 E X H I B I T S
 16 DEPOSITION EXHIBIT MARKED/IDENTIFIED
 17 [None Marked]
 18
 19
 20
 21
 22
 23
 24

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1 (Start time: 9:03 a.m.)
 2 MR. KEHART: Let me just make one statement;
 3 that is, Mr. Ridley is here as a fact witness today.
 4 He has not been named a corporate designee or
 5 representative of the hospital for any issue in the
 6 case, so I just want to put that on the record.
 7 MR. GORDON: Also, I'll just add, I guess,
 8 that Mr. -- or Attorney Keith Fruehling, who is the
 9 attorney for defendant Randell West has indicated
 10 prior to the start of this 9 o'clock dep -- it's 9:03
 11 now -- he indicated to one of the attorneys, Regan
 12 Lewis, for the medical defendants, that he was
 13 running late, and we are starting at 9:03 and
 14 anticipate that he will be coming in, but all parties
 15 are in agreement in terms of going forward.
 16
 17 JOHN WILLIAM RIDLEY, produced, sworn and
 18 examined on behalf of the Plaintiff, testified and
 19 deposed as follows:
 20 EXAMINATION
 21 BY MR. GORDON:
 22 Q. Sir, could you please state your full name?
 23 A. Sure. John William Ridley.
 24 Q. Okay. Can you spell that for the record?

Page 5

1 **A. J-O-H-N, W-I-L-L-I-A-M, R-I-D-L-E-Y.**
2 Q. Can you tell us your current occupation?
3 **A. I'm Vice President of Professional Services**
4 **at Decatur Memorial Hospital.**
5 Q. Okay. You understand that you're here today
6 for a discovery deposition, correct?
7 **A. I do.**
8 Q. Have you ever given a discovery deposition
9 before in the past?
10 **A. I'm not sure if it was a discovery**
11 **deposition, but I've been in a deposition before,**
12 **yes.**
13 Q. Okay. I'm going to go over a couple of
14 ground rules that I'm sure your counsel has talked
15 about, but some of this stuff may overlap and they've
16 already told you, but it's in an effort to make the
17 deposition go as smoothly as possible. Okay?
18 **A. Okay.**
19 Q. All the questions that I ask -- strike that.
20 To the extent that you have an answer that's
21 responsive to a question that I ask you, the
22 expectation is that you would answer out loud, as
23 opposed to a shake of the head or an uh-huh or
24 huh-uh, which may be understood in everyday regular

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1 language, but we obviously have a court reporter
2 who's taking everything down that I say and that you
3 say. Fair enough?
4 **A. Sure.**
5 Q. Also, to the extent that I ask you a
6 question that is confusing, poorly worded on my part,
7 or I haven't spoken loud enough, for example, by all
8 means, just stop me and say that I didn't hear you, I
9 didn't understand that question, or can you ask it a
10 different way. Fair enough?
11 **A. Yep.**
12 Q. In preparation for your deposition today,
13 did review any documents?
14 **A. No.**
15 Q. Did you review the contract between -- a
16 contract and/or contracts between Macon County and
17 DMH?
18 **A. This morning, no.**
19 Q. Okay. Prior to this morning and in
20 anticipation for your deposition, did you review any
21 contracts between DMH and Macon County?
22 **A. I'm not sure how to answer that. I've**
23 **familiarized myself with them, yes.**
24 Q. When was the last time that you familiarized

Page 7

1 yourself with the contracts between DMH and Macon
2 County?
3 **A. Ten days ago.**
4 Q. Okay. Also, this is something I didn't
5 include in my preface, which I should have. Many of
6 these questions you may know exactly where I'm going
7 and have an inclination to answer the question, but
8 it's important that you allow me to finish so she can
9 take down the full question, but also she can take
10 down your full answer. Fair enough?
11 **A. Understood.**
12 Q. Okay. Prior to you taking a look at the
13 contracts over the last week or two to familiarize
14 yourself, when was the last time you had an
15 opportunity to see one or more than one of the
16 contracts between DMH, Decatur Memorial Hospital, and
17 Macon County?
18 **A. I have the agreements on file at the**
19 **hospital. If I chose to look at them, I could look**
20 **at them anytime I'd like.**
21 Q. Sure. I understand that they're accessible
22 to you, but when was the last time you actually
23 looked at them -- at any one of them prior to you
24 looking at them recently within the last week or two

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1 to familiarize yourself with those documents in
2 preparation for this deposition?
3 **A. I would say 2016 when the agreement was**
4 **renewed.**
5 Q. Okay. Is it fair to say -- strike that.
6 How long have you worked at DMH?
7 **A. Fourteen and a half years.**
8 Q. You said that your current title is Vice
9 President, is that correct?
10 **A. That's correct.**
11 Q. How long have you held the title of Vice
12 President?
13 **A. About a month. I've been in this role**
14 **before. I've changed roles in the last four or five**
15 **years.**
16 Q. Okay.
17 **A. Vice president roles.**
18 Q. Okay. So you've worked at DMH for fourteen
19 years?
20 **A. That's correct.**
21 Q. So let's start with your -- the job title
22 that you had when you were first hired.
23 **A. I was the Director of Oncology.**
24 Q. Okay. Is it fair to say that you were hired

Page 9

1 in 2004?

2 **A. That's correct.**

3 Q. Okay. And what title did you hold after

4 Director of Oncology?

5 **A. Executive Director of Oncology Services.**

6 Q. How long did you serve as Director of

7 Oncology?

8 **A. Three years.**

9 Q. That would put us in 2007, correct?

10 **A. Uh-huh.**

11 Q. Fair to say that you became Executive

12 Director of Oncology services in 2007?

13 **A. Yes, roughly.**

14 Q. Okay.

15 **A. Yeah.**

16 Q. Fair enough. How long did you hold that

17 position as Executive Director of Oncology Services?

18 **A. Approximately five years.**

19 Q. Okay. So that puts us into approximately

20 2012?

21 **A. Correct.**

22 Q. Okay. So what title did you obtain in 2012?

23 **A. Vice President.**

24 Q. Is it Vice President of a particular area,

Page 10

1 or just Vice President of the hospital itself?

2 **A. Professional services.**

3 Q. Professional services. Which is the same

4 title that you have today?

5 **A. That's correct.**

6 Q. How long did you have this first run as Vice

7 President of Professional Services?

8 **A. A year.**

9 Q. That would put us roughly into 2013?

10 **A. Uh-huh.**

11 Q. Is that a yes?

12 **A. Yes.**

13 Q. And which -- what job title did you hold

14 after you were first promoted to Vice President of

15 Professional Services?

16 **A. Senior Vice President.**

17 Q. Okay. Is that Senior Vice President of

18 Professional Services or some other definition?

19 **A. Yes.**

20 Q. Okay. And how long did you hold that

21 position as Senior Vice President of Professional

22 Services?

23 **A. Approximately two years.**

24 Q. That puts us into approximately 2015, is

Page 11

1 that correct?

2 **A. Yes.**

3 Q. Okay. So what job title did you hold

4 starting in 2015?

5 **A. The end of 2015 --**

6 Q. Okay.

7 **A. -- would have been Executive Vice President,**

8 **Chief Operating Officer.**

9 Q. How long did you hold that position?

10 **A. Two years.**

11 Q. So you had that position until last year?

12 **A. Until about six weeks ago.**

13 Q. Okay. So all the way until 2018, correct?

14 **A. Yes.**

15 Q. Okay. From the end of 2015 to 2018?

16 **A. Right. So a little over two years.**

17 Q. So is it fair to say from 2004 up until the

18 early part of 2018 that each position that you had

19 was considered to be a promotion?

20 **A. Yes.**

21 Q. And so now you say that you are -- that you

22 will have the position that you had in 2012, is that

23 correct?

24 **A. Correct.**

Page 12

1 Q. Okay. If you know, how did you come to go

2 from being Executive Vice President, Chief Operating

3 Officer, to now the previously held position of Vice

4 President of Professional Services?

5 **A. I don't think that's relevant here.**

6 Q. Well, that's fine, but I'm asking you the

7 question.

8 **A. That has nothing to do with why I'm here.**

9 **MR. GORDON:** Well, with all due respect,

10 counsel, I would ask you to instruct the witness to

11 answer the question.

12 **MR. KEHART:** Yeah, let me show my objection

13 to the question, to the relevance, and so -- I think

14 that's my comment. I object.

15 **MR. GORDON:** Okay. Can you instruct your

16 client to answer or do I need to continue to question

17 him? I mean, clearly it's -- clearly, I have the

18 right to ask the question, you have the right to

19 object, but as far as him not answering, that's a

20 whole other consideration. So I think we may avoid a

21 lot of the things that we did in some prior deps if

22 maybe you could be helpful here.

23 **MR. KEHART:** Well, you're going to find when

24 we get into this that this is not going to be a

Page 13

1 lengthy deposition.
2 My suggestion is this: I will say
3 relevance. I will instruct him not to answer the
4 question. I understand we can take that up with the
5 judge and we can do that. My suggestion would be we
6 go forward, because when we finally get to this, it
7 really doesn't have anything to do with this.
8 **MR. GORDON:** So I'm clear on the record,
9 because I think this is inappropriate, but what is
10 the basis of your -- there's a limited basis where
11 you can instruct the witness not to answer, so I'm
12 curious as to what your basis is prior to this going
13 forward.
14 **MR. KEHART:** Relevance to any issue in this
15 case.
16 **MR. GORDON:** Are you serious? Relevance is
17 your reason to instruct him not to answer?
18 **MR. KEHART:** Yes. Hold on just a second.
19 **MR. KURNIK:** If I could just interject. I
20 suspect that the reason the witness is not answering
21 or does not want to answer the question is probably
22 because it's a highly personal matter.
23 **THE WITNESS:** That's correct.
24 **MR. KEHART:** That's exactly right.

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1 **MR. KURNIK:** And, as such, I think counsel's
2 suggestion that we move ahead and see where this
3 deposition goes and then address it at the end of the
4 deposition --
5 **MR. KEHART:** I agree.
6 **MR. GORDON:** Yeah. So I don't have the
7 insight in terms of what the personal matter is.
8 **THE WITNESS:** There's been some
9 reorganization within the hospital and that's what
10 happened.
11 **MR. GORDON:** Yeah, but, you know, it's
12 not -- to me, this is very standard questioning,
13 right?
14 **MR. KURNIK:** It is. It is. I agree it is.
15 **MR. GORDON:** So I'm not trying to pry into
16 something personal. This is clearly -- I'm asking
17 about a shift in positioning and I'm entitled to go
18 into the line of questioning.
19 Now, if somebody wants to explain to me
20 more, but this is very, very basic questioning, and
21 so the suggestion that I move on just as somehow
22 later on, I want to know why it's a shift in position
23 in terms of the witness who I'm questioning.
24 **MR. KURNIK:** Can I just ask a question? Why

Page 15

1 don't you want to move on and address this at the end
2 of the deposition? I'm just curious.
3 **MR. GORDON:** Well, sure, and I'll answer
4 that question. Because it's the very beginning, and
5 counsel for the witness has instructed -- I
6 understand the witness is taking the position, but
7 he's not a lawyer, he doesn't do this every day, so
8 for the lawyer to say, I'm going to instruct him not
9 to answer with a relevance basis, I think is
10 inappropriate, and so for inappropriate things to
11 happen very early in my deposition, it's problematic
12 for me, and you're telling me just to move on when we
13 just started.
14 It's something that is very basic, very
15 basic. I think all the lawyers would agree. It
16 shouldn't even be an issue to me to instruct the
17 witness not to answer when he's -- he's an employee
18 of a defendant who's named, and I'm asking why his
19 position shifted, and it's an objection, I'm
20 instructing not to answer based on relevance. To me,
21 it's absurd. So that's why it's tough for me just to
22 move on, because I predict that after this, there
23 will be other things.
24 **MR. KURNIK:** I predict there will not be.

Page 16

1 **MR. KEHART:** I assure you --
2 **MR. GORDON:** That's fine, that's fine,
3 but --
4 **THE WITNESS:** I'm happy to make it clear to
5 you.
6 **MR. GORDON:** Okay. Thank you. I appreciate
7 it.
8 **THE WITNESS:** Obviously, I wasn't performing
9 the job as chief operating officer at the level that
10 the hospital expected, so I got demoted to Vice
11 President of Professional Services. Is that clear
12 enough?
13 **MR. GORDON:** Yeah, that's very clear.
14 That's very simple. That's very straightforward.
15 Yeah, that is. Okay.
16 **BY MR. GORDON:**
17 Q. Who currently holds that position that you
18 held up until earlier this year?
19 **A. Linda Fahey.**
20 Q. Who's the current CEO of Decatur Memorial
21 Hospital?
22 **A. Tim Stone.**
23 Q. Who's the current CFO?
24 **A. Greg Pagliuzza.**

Page 17

1 Q. Can you spell the last name?
2 **A. P-A-G-L-I-U-Z-Z-A. I could have that wrong.**
3 **It's close.**
4 Q. Who was the CFO in 2015?
5 **A. You know, I'm not sure, to be honest with**
6 **you. We've had some transition in that role and it**
7 **was open for a period of time.**
8 Q. Okay. So it was open for a period of time
9 and then Greg became the CFO, is that correct?
10 **A. We had a CFO prior to him as well.**
11 Q. Do you recall who that CFO was?
12 **A. It was Tony Rispoli, and he was here for a**
13 **year.**
14 Q. Can you spell his last name?
15 **A. R-I-S-P-O-L-I.**
16 Q. And do you recall who the CFO was prior to
17 Tony Rispoli?
18 **A. It was Debbie Bragg. She was acting CFO.**
19 Q. Do you recall when Debbie Bragg was acting
20 CFO; from when to when?
21 **A. It would have been approximately November of**
22 **2015.**
23 Q. Starting in November of 2015?
24 **A. Correct. Correct.**

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1 Q. Okay.
2 **A. Through 2016.**
3 Q. Okay. Do you recall who was the CFO prior
4 to that?
5 **A. Al Naqvi.**
6 Q. Okay. Can you spell Al's last name?
7 **A. N-A-Q-V-I.**
8 Q. And how long was --
9 **A. Eighteen months.**
10 Q. -- Al the CFO? Eighteen months?
11 **A. Yes, approximately.**
12 Q. So he would have been CEO from sometime in
13 early 2014?
14 **A. CFO.**
15 Q. CFO, I'm sorry, sometime early in 2014 until
16 the end of 2015 roughly?
17 **A. Yes. Yes.**
18 Q. Fair to say that you understand that we're
19 here today for an incident that happened in July of
20 2015?
21 **A. Yes.**
22 Q. Okay. What is the name of the company
23 that -- strike that.
24 From your understanding, DMH is owned by a

Page 19

1 holding company, is that correct?
2 **A. I'm not sure how to answer that.**
3 Q. Okay. Have you heard of a company called
4 Illinois --
5 **A. Illinois Health & Science? Yes. It's the**
6 **parent company.**
7 Q. That's the parent company?
8 **A. Yes.**
9 Q. Okay. From your understanding, Al Naqvi --
10 is that how you pronounce the last name?
11 **A. Correct.**
12 Q. Did he also work for DMH's parent company in
13 addition to?
14 **A. Yes.**
15 Q. From your understanding, how long did Al
16 Naqvi have a role with DMH's parent company?
17 **A. The entire time he was employed.**
18 Q. Okay. So is it your understanding that he
19 was employed by Illinois Health & Science and DMH for
20 a period of time of 18 months?
21 **A. Correct.**
22 Q. It's fair to say that Al Naqvi would have
23 been the CFO during the time of this incident that is
24 underlying plaintiff's complaint, is that correct?

Page 20

1 **A. What month of 2015 would that be?**
2 Q. July.
3 **A. That's correct.**
4 Q. Okay. Is it also true that Al Naqvi was
5 fired during the year of 2015 to your understanding?
6 **A. Yes.**
7 Q. Okay. It's your understanding that Al Naqvi
8 filed a lawsuit against Decatur Memorial Hospital?
9 **MR. KEHART: I object on relevance.**
10 **THE WITNESS: I was not involved in that.**
11 **BY MR. GORDON:**
12 Q. Do you have knowledge on whether the CFO of
13 DMH indeed filed a lawsuit during the same year?
14 Excuse me. Strike that.
15 Is it your understanding during this time
16 you were -- during 2015, you were Executive Vice
17 President and Chief Operating Officer, correct?
18 **A. At the end of that year, yes.**
19 Q. Okay. Starting when in 2015 did you
20 become --
21 **A. Early December.**
22 Q. Okay. So at the time of this incident
23 that's complained of in plaintiff's complaint, you
24 were Senior Vice President of Professional Services?

Page 21

1 **A. Right.**
2 Q. At DMH, correct?
3 **A. Right.**
4 Q. Is it your understanding that during this
5 same time, during July of 2015 -- strike that.
6 Do you have knowledge as to whether or not
7 Al Naqvi filed a lawsuit at any point against DMH
8 and/or Illinois Health & Science based upon his
9 termination?
10 **MR. KEHART:** Object, relevance. Go ahead if
11 you can.
12 **THE WITNESS:** There is a lawsuit. I don't
13 know who was named in that lawsuit, I'm not involved
14 in that, but I understand there was a lawsuit.
15 **BY MR. GORDON:**
16 Q. Do you have any understanding as to what the
17 allegations were in the lawsuit?
18 **A. No. No.**
19 Q. Okay. You testified that you have given
20 depositions before in the past, correct?
21 **A. Yes.**
22 Q. Okay. Approximately how many occasions?
23 **A. Once.**
24 Q. Can you tell us the circumstances

Page 22

1 surrounding the deposition that you gave on the prior
2 one occasion?
3 **A. It was the hiring of a physician.**
4 Q. What were the circumstances that led to
5 you --
6 **A. It was a noncompete agreement.**
7 Q. And that was in your role with DMH?
8 **A. Correct.**
9 Q. Okay. What's your highest level of
10 education?
11 **A. Master's degree.**
12 Q. In what?
13 **A. Healthcare delivery science.**
14 Q. From where?
15 **A. Dartmouth College.**
16 Q. And when did you obtain your Master's degree
17 from Dartmouth?
18 **A. 2015.**
19 Q. When in 2015?
20 **A. February.**
21 Q. It's a two-year program?
22 **A. Correct.**
23 Q. Did you do an online course for part of it,
24 or you went to Dartmouth?

Page 23

1 **A. A combination of both, yeah.**
2 Q. Okay. When did you start that program?
3 **A. July of 2013, approximately.**
4 Q. What's your next highest level of education?
5 **A. Bachelor's degree.**
6 Q. Okay. From where?
7 **A. University of Illinois.**
8 Q. When?
9 **A. 2000.**
10 Q. When did you start attending University of
11 Illinois?
12 **A. 1998, approximately.**
13 Q. Okay. Had you gone anywhere else for
14 college prior to University of Illinois?
15 **A. Yes.**
16 Q. Okay. To where?
17 **A. I went to Swedish American Hospital in**
18 **Rockford.**
19 Q. Swedish American Hospital?
20 **A. Uh-huh.**
21 Q. Is it that a college?
22 **A. It's affiliated -- it's a hospital that has**
23 **an affiliation with the local university.**
24 Q. And that's in Rockford?

Page 24

1 **A. Yes.**
2 Q. So when did you go to Swedish American
3 Hospital?
4 **A. 1993.**
5 Q. Until when?
6 **A. '94. It's a one-year program.**
7 Q. What was the program?
8 **A. Radiation therapy.**
9 Q. Did you obtain some type of certificate or
10 diploma from this program?
11 **A. Prior, I went to Parkland College before**
12 **that and obtained an Associate's degree in radiologic**
13 **technology.**
14 Q. From when to when?
15 **A. From '91 to '93, and then followed that at**
16 **Swedish American for a year.**
17 Q. Did you graduate from high school in '91?
18 **A. No. I graduated from high school in '82.**
19 Q. Are you from Illinois?
20 **A. I am.**
21 Q. Where?
22 **A. Springfield.**
23 Q. Prior to being hired to work at DMH back in
24 2004, where did you work?

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1 **A. At St. John's Hospital in Springfield.**
2 Q. And what type of work did you do?
3 **A. I was the manager of the cancer center.**
4 Q. How long did you hold that role as manager
5 of the cancer center?
6 **A. Three years.**
7 Q. What were your job duties as manager of the
8 cancer center?
9 **A. To oversee the operations of the cancer**
10 **program.**
11 Q. Such as what?
12 **A. Delivering radiation therapy treatments,**
13 **scheduling patients for other types of services that**
14 **were oncology related; you know, ensuring that the**
15 **equipment was all functioning properly and calibrated**
16 **correctly and making sure that we followed all**
17 **processes, internally and externally, just making**
18 **sure the program was running correctly.**
19 Q. When you say making sure we followed all the
20 processes internal and external, tell us what you
21 mean by that.
22 **A. So whether there are policies and procedures**
23 **that are, you know, internal to the organization that**
24 **we had to follow from the patient care standpoint,**

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1 **those would be the internal policies or processes.**
2 **The external policies would be anything that**
3 **would be an external regulatory company, whether it**
4 **be CMS or any other type of technical organization**
5 **where we had to calibrate the equipment and submit**
6 **data to prove that the equipment was doing what it**
7 **was supposed to do, that type of thing.**
8 Q. Okay. From your time at St. John's Hospital
9 as manager of the cancer center, it was your
10 experience that there were internal policies and
11 procedures that had to be followed, is that correct?
12 **A. Uh-huh. Yes.**
13 Q. Okay. There were also external standards or
14 policies that you made sure your staff adhered to
15 while you were at St. John's Hospital, correct?
16 **A. Correct.**
17 Q. And how long did you work at St. John's?
18 **A. Three years.**
19 Q. For the entire time you had the position as
20 manager of the cancer center?
21 **A. Yes.**
22 Q. Okay. Prior to working at St. Johns, where
23 did you work?
24 **A. Memorial Medical Center in Springfield.**

Page 27

1 Q. And how long did you work there?
2 **A. A little over six years.**
3 Q. And your job title there?
4 **A. I was a staff radiation therapist.**
5 Q. For the entire time?
6 **A. Yes.**
7 Q. From when to when?
8 **A. From '94 to the end of 2000.**
9 Q. Okay. So you worked at St. John's roughly
10 from 2000 --
11 **A. Right.**
12 Q. -- until the time you started DMH?
13 **A. That's correct, yeah. 2004.**
14 Q. So where did you work prior to Memorial
15 Medical Center?
16 **A. I spent one year as a sales rep for an**
17 **industrial chemical and petroleum company, and**
18 **previous to that, I was active duty with the United**
19 **States Navy for six years.**
20 Q. Any other employment after high school,
21 other than stuff you've already talked about?
22 **A. No.**
23 Q. Okay. How did you come to get the job at
24 DMH back in 2004?

Page 28

1 **A. I applied for it.**
2 Q. How did you come to learn of the opening?
3 **A. Just word of mouth.**
4 Q. So you said it was word of mouth, so you
5 were still working at -- you were still working at
6 St. John's when you heard about the position at DMH,
7 is that correct?
8 **A. Yes.**
9 Q. And so you applied for the position at DMH
10 and were called in for the interview?
11 **A. Yes.**
12 Q. Do you recall who interviewed you?
13 **A. Tim Stone.**
14 Q. Tim Stone, who is currently the CEO?
15 **A. Yes.**
16 Q. What was Tim Stone's position at that time?
17 **A. COO.**
18 Q. Okay.
19 **A. And Dr. Ed Elliott.**
20 Q. Is Dr. Ed Elliott still affiliated with the
21 hospital?
22 **A. He's retired.**
23 Q. So you interviewed with both Tim and
24 Dr. Elliott? Were you offered the position at the

Page 29

1 conclusion of the interview?

2 **A. I don't remember that, to be honest with**

3 **you. It's either then or shortly thereafter through**

4 **some type of communication.**

5 Q. Can you tell us what your job duties

6 consisted of as Director of Oncology for DMH?

7 **A. Similar to that I had at St. John's. It was**

8 **making sure that the program was running and taking**

9 **care of patients in a safe and effective manner,**

10 **making sure that we were, you know, keeping up to**

11 **date with all of our equipment calibrations and all**

12 **the dynamics that go into treating a cancer patient,**

13 **building the program up and putting -- you know,**

14 **building the program and making that program a more**

15 **solid oncology program.**

16 **During that time, we built a 60,000 square**

17 **foot cancer center as well and we moved all of our**

18 **services into that cancer center.**

19 Q. And also similar to your time at St. John's

20 Hospital as manager of the cancer center, it was also

21 true as part of your role that you made sure that

22 staff at DMH adhered to internal policies --

23 **A. Sure.**

24 Q. -- and procedures --

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1 **A. Absolutely.**

2 Q. -- of DMH?

3 **A. Correct. Yes.**

4 Q. Also that staff -- it was also your role as

5 Executive Director of Oncology Services to ensure

6 that staff under you adhered to external standards

7 and guidelines for the delivery of healthcare

8 services, correct?

9 **A. Yes. Yes.**

10 Q. Why was it important as your role as manager

11 of the cancer center at St. John's Hospital and then

12 as Executive Director of Oncology Services to make

13 sure that staff subordinate to you adhered to

14 internal policies and procedures of DMH?

15 **A. Well, that's how any good organization**

16 **governs itself is you set standards and policies that**

17 **are best practice, and in order to be a highly**

18 **reliable organization, you abide by those policies**

19 **and procedures on a daily basis.**

20 Q. Have you been involved during your time

21 working at DMH in enforcing any of the internal

22 policies and/or procedures of DMH?

23 **A. Can you repeat that?**

24 **(The court reporter read back the**

Page 31

1 **previous question into the record.)**

2 **THE WITNESS: Yes.**

3 **BY MR. GORDON:**

4 Q. Okay. Tell us -- give us some examples of

5 how you've been involved in enforcing any of the

6 policies and/or procedures, the internal policies and

7 the procedures at DMH.

8 **MR. KEHART: Let me object to the relevance**

9 **of this case, but go ahead.**

10 **THE WITNESS: It could be anything from how**

11 **people clock in and clock out of work to -- I don't**

12 **know. We've got dozens of policies and procedures**

13 **that we review annually and make sure that, you know,**

14 **they're still up to date and abided by. It's just**

15 **being a manager of the operations of the**

16 **organization.**

17 **BY MR. GORDON:**

18 Q. Okay. Let me ask you this. Have you ever

19 been involved in disciplining -- strike that.

20 Have you ever been involved in participating

21 in discipline involving an employee of DMH who didn't

22 follow any policy and/or procedure?

23 **A. Sure.**

24 Q. All right. Five years as Executive Director

Page 32

1 of Oncology Services, 2012, you become Vice President

2 of Professional Services. What is your -- what are

3 your job duties -- which is your current position

4 now, correct?

5 **A. Correct.**

6 Q. What are your job duties as Vice President

7 of Professional Services?

8 **A. Well, multiple departments in the**

9 **organization reporting up to me.**

10 Q. Uh-huh.

11 **A. A lot of what I was currently doing, plus**

12 **taking on the medical group, radiology department,**

13 **rehab, and other outpatient departments. I'd have**

14 **to -- I don't have the list in front of me.**

15 Q. Okay. So what did you do, though? I mean,

16 you said that you took them on. What was your

17 day-to-day --

18 **A. Well, the leaders of those departments**

19 **reported up to me.**

20 Q. Okay.

21 **A. And, you know, and reported routinely on the**

22 **efficiency of them managing their departments, you**

23 **know, and it's kind of an awkward question. I'm not**

24 **sure how to answer it.**

Page 33

1 Q. Well, I'm trying to understand what your job
2 was, what type of job duties you had day-to-day,
3 so...

4 Okay. So you led various departments.
5 People would come in and give you certain updates or
6 reports, and then what was your job as far as leading
7 these various departments?

8 **A. Well, you look at the metrics day to day of,**
9 **you know, what data is presented on a daily or weekly**
10 **or monthly basis and make sure that things aren't**
11 **running off course.**

12 Q. Okay.

13 **A. It varies with the department. There's no**
14 **cookie-cutter approach. I mean, every department**
15 **functions differently because they do different**
16 **things, so...**

17 Q. Okay.

18 **A. It's a difficult job.**

19 Q. Sure. It sounds like a big job, yeah,
20 definitely.

21 You understand that currently there's a
22 contract between Macon County and DMH, correct?

23 **A. Correct.**

24 Q. From your understanding that contract

Page 34

1 expires when?

2 **A. The end of this month.**

3 Q. Okay. And from your understanding, how long
4 has this contract been in place?

5 **MR. KEHART:** May I just ask, you mean this
6 specific contract?

7 **MR. GORDON:** Sure. I'll ask it in a
8 different way.

9 **BY MR. GORDON:**

10 Q. From your understanding, when did DMH and
11 Macon County first enter into any type of agreement?

12 **A. Yeah, good question. I don't know the**
13 **original date of the first agreement.**

14 Q. From your understanding, based upon your
15 experience as being -- as working at DMH since 2004,
16 is it your understanding that the relationship formed
17 during the time you were an employee of DMH?

18 **A. I don't know that.**

19 Q. Okay. You do know that you signed a
20 contract between DMH and Macon County in 2014, is
21 that correct?

22 **A. Correct.**

23 Q. From your understanding, that contract by
24 its terms was to extend from May of 2014 until May of

Page 35

1 2015, and there was also a provision that allowed for
2 it to automatically renew for another year --

3 **A. Yes.**

4 Q. -- is that correct?

5 **A. Yes.**

6 Q. So that contract that you signed in 2014 to
7 2015 with the automatic renewal provision, that was a
8 contract that was in place during the time of this
9 incident that we are here for today, correct? If the
10 incident was July 18 -- or the decedent's date of
11 death was July 18, 2015?

12 **A. Yes. I'm trying to think of when the**
13 **contract was renewed. 2016, right? So yes. Yeah.**

14 Q. Okay. How did you come to -- strike that.

15 You also said that within the last week or
16 two that you had an opportunity to look at various
17 contracts between DMH and Macon County to help
18 refresh your recollection, correct?

19 **A. I looked at these two specific documents.**

20 Q. These two, meaning...

21 **A. The 2014 and 2016 agreements between DMH and**
22 **Macon County.**

23 Q. Okay. On the one that was originally
24 entered into in 2014, that bears your signature on

Page 36

1 behalf of DMH, isn't that correct?

2 **A. Yes. That's correct.**

3 Q. Okay. Can you tell us how you came to be
4 the person signing this 2014 agreement between Macon
5 County and DMH?

6 **A. At that time the corporate health department**
7 **at the hospital reported to me, so it would have been**
8 **natural for me to be the executive to sign the**
9 **agreement.**

10 Q. Corporate health department. Can you tell
11 us what that is?

12 **A. Occupational medicine.**

13 Q. Okay. So how did the corporate health
14 department or the occupational medicine department
15 get into the corrections business, I guess?

16 **A. That's -- occupational medicine is one where**
17 **hospitals or healthcare organizations contract with**
18 **corporate clients to provide healthcare.**

19 Q. Okay.

20 **A. The Macon County Jail is just one type of**
21 **client.**

22 Q. So from DMH's perspective, Macon County was
23 a corporate client, correct?

24 **A. Correct.**

Page 37

1 Q. Prior to signing the agreement in 2014, had
2 you signed any other corporate client contracts for
3 the delivery of healthcare services?
4 **A. I don't recall that. Not to my knowledge,**
5 **no.**
6 Q. Okay. From your understanding, from your
7 recollection, your knowledge, this is the first
8 contract that you signed for -- as a corporate client
9 contract for the delivery of healthcare services.
10 **A. Yeah, I don't know that.**
11 Q. Okay.
12 **MR. KEHART:** He's not just asking the jail;
13 he's asking it overall.
14 **THE WITNESS:** Yeah, exactly. That's why I
15 don't --
16 I mean, we have dozens and dozens of
17 corporate clients, and that's why -- I'm not trying
18 to be -- you know, I just don't remember. I don't
19 have those documents in front of me, so...
20 **BY MR. GORDON:**
21 Q. That's okay. So it's fair to say that --
22 Okay. I'm going to say this one is relevant
23 to this litigation that's in front of you, but other
24 than this, you don't have a recollection of signing

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1 any other corporate client contract for healthcare
2 services between that corporation and DMH; is that
3 fair to say?
4 **MR. KEHART:** Between who? Between the jail?
5 **MR. GORDON:** Anybody.
6 **THE WITNESS:** Yeah. There's a high
7 likelihood that I did. I just don't know who the
8 client is.
9 **BY MR. GORDON:**
10 Q. Okay. Fair enough.
11 Is it fair to say that this is the first
12 agreement that you signed between DMH -- or on behalf
13 of DMH in pursuit of its agreement with Macon County?
14 **A. Yes.**
15 Q. Do you have a recollection of how you got --
16 strike that.
17 Do you have a recollection of when you first
18 became aware of this proposed agreement, this 2014
19 agreement?
20 **MR. KEHART:** Let me just show my objection
21 to form. I don't understand the specifics of it
22 or -- I just don't understand the question, but if
23 you do.
24 **THE WITNESS:** I don't understand the

Page 39

1 question.
2 **BY MR. GORDON:**
3 Q. Okay. So you have a copy of the 2014
4 agreement in front of you now, correct?
5 **A. Correct.**
6 Q. Also the 2016, correct?
7 **A. That's correct.**
8 Q. Those are tangible physical documents,
9 correct?
10 **A. Yes.**
11 Q. Okay. You had signed a tangible physical
12 document, correct? That shows signature on the last
13 page of that?
14 **A. That's correct. Yes.**
15 Q. So when did you first become aware of the
16 tangible physical document that you signed on the
17 last page?
18 **MR. KEHART:** This specific?
19 **THE WITNESS:** Yeah. It would have been
20 shortly before the date I signed it, which -- I'll
21 make sure there's a date on here.
22 There's no date on the signature line.
23 Maybe within a month of this being executed.
24 **BY MR. GORDON:**

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1 Q. Okay. Within a month of it being --
2 **A. Of it becoming --**
3 Q. So maybe a month prior to it being executed?
4 **A. Correct, right.**
5 Q. Okay. You said maybe.
6 **A. Well, that's typical. I mean, agreements,**
7 **you get them a few weeks before and review them, you**
8 **know. I just don't remember the specific month or**
9 **date in 2014 that I was given this document to**
10 **execute, to sign.**
11 Q. Okay. And you said this was a -- this is a
12 corporate health department deal basically, is that
13 correct?
14 **A. This agreement was between the hospital's**
15 **corporate health department and Macon County, yes.**
16 Q. Okay. From your understanding, is the
17 corporate health department mentioned at all in
18 the --
19 **A. I don't know that.**
20 Q. -- in the contract?
21 **A. I'd have to read the entire document. It's**
22 **what DMH is.**
23 Q. That's fair enough.
24 **A. Yeah.**

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1 Q. Okay. Do you know who was the head of the
2 corporate health department during 2015?
3 **A. Debbie Acciavatti.**
4 Q. Can you spell Debbie's last name?
5 **A. Yeah, I can. A-C-C-I-A-V-A-T-T-I.**
6 **MR. GORDON:** Excuse me. You were referring
7 to what document to get that spelling?
8 **THE WITNESS:** I pulled that off of our
9 contract data sheet from 2016.
10 **MR. KEHART:** This one right here.
11 **BY MR. GORDON:**
12 Q. Debbie Acciavatti, is that correct?
13 **A. Correct.**
14 Q. From your understanding, how long had Debbie
15 Acciavatti worked at DMH prior to the execution of
16 this 2014 agreement?
17 **A. Quite awhile. I don't know how many years**
18 **per se, but she was a long-term employee at the**
19 **hospital, 35 years plus.**
20 Q. Okay. And she reported to you in 2014, is
21 that correct?
22 **A. You know, I don't know if she reported to me**
23 **during that year. We frequently -- well, not**
24 **frequently, but every now and again we would move**

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1 departments around from responsibility, you know, a
2 leadership role.
3 **In 2014, yes, they would have reported up to**
4 **me. I don't remember when that happened, you know,**
5 **because I took the vice president role in 2012. I**
6 **think it was after that the corporate health was**
7 **given to me as a responsibility, but in 2014, because**
8 **I had signed this document, yes, she reported up to**
9 **me.**
10 Q. Okay. So at the time this document was
11 reported --
12 **A. I wasn't trying to give you an elongated**
13 **answer to your question; I was just trying to think**
14 **it through timeline-wise.**
15 Q. So Debbie Acciavatti is the head of
16 corporate health of DMH?
17 **A. Right.**
18 Q. At the time of this agreement, she reported
19 directly to you. Is that fair to say?
20 **A. Right. That's correct.**
21 Q. You indicated that it's typical, or that it
22 was typical, based upon your experience at DMH and in
23 your various roles, that the contract comes through,
24 that you take about a month or so to review it, and

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1 then if it's a go, you sign the contract; correct?
2 **A. That would be the typical case, yes, that**
3 **period of time that I described, a month.**
4 Q. Sure.
5 **A. Sometimes it's faster, sometimes it's**
6 **shorter than that, sometimes it's longer than that.**
7 **It just depends on the case.**
8 Q. That's not a fixed amount of time.
9 **A. No.**
10 Q. So with this contract, this 2014 agreement
11 that commenced in May of 2014, your term was to end
12 in May of 2015 but automatically renewed if neither
13 party did anything to disavow the agreement.
14 Did you have an opportunity to review this
15 agreement prior to you signing it?
16 **A. Yes.**
17 Q. Okay. And, in fact, that's part of your --
18 that would be part of your job to review something
19 carefully prior to committing the hospital to an
20 agreement, correct?
21 **A. Correct.**
22 Q. So the same would hold true with this
23 contract; that you did review it carefully prior to
24 committing the hospital to agree to its terms,

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1 correct?
2 **A. I reviewed the agreement, yes.**
3 Q. Carefully, correct?
4 **A. Yes.**
5 Q. Okay. Did you consult with anyone prior to
6 you signing the agreement as it relates to its
7 contents and terms?
8 **A. Our policy is that our internal counsel**
9 **reviews all agreements before they're executed, so**
10 **these agreements would have been reviewed by the**
11 **inhouse legal counsel.**
12 Q. Okay.
13 **MR. GORDON:** Can you read back my last
14 question, please?
15 (The court reporter read back the
16 previous question into the record.)
17 **BY MR. GORDON:**
18 Q. Yeah. So I'm not asking if your lawyer
19 looked at it or if the inhouse lawyer looked at it;
20 I'm asking about what you did.
21 So did you consult with -- and if you spoke
22 to a lawyer, I don't have to get into the terms of
23 what you spoke with your lawyer about, but did you
24 consult with anybody outside of yourself about the

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1 terms of what you were signing?
2 **A. No, nothing other than what I just told you.**
3 **I wouldn't say I consulted with anybody.**
4 Q. So what did you just tell me? I'm confused.
5 **A. Well, that our inhouse legal counsel reviews**
6 **all agreements before --**
7 Q. Okay.
8 **A. -- they're fully executed.**
9 Q. Okay.
10 **A. So before I sign any documents, they get**
11 **reviewed by the attorney and then they come back to**
12 **me.**
13 Q. From your understanding, the reason that the
14 inhouse lawyer looks at these agreements is to make
15 sure that from a legal perspective that it is up to
16 standards, correct?
17 **A. Correct.**
18 **MR. KEHART:** Let me just show my objection
19 to foundation. He's asking you not just legal, but
20 anyone.
21 **THE WITNESS:** Yeah. No, I didn't consult
22 with anybody.
23 **BY MR. GORDON:**
24 Q. Okay. It's -- we've gone over your

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1 professional background and also your academic
2 background --
3 **A. Uh-huh.**
4 Q. -- correct?
5 **A. Right.**
6 Q. You are not a medical doctor, correct?
7 **A. That's correct.**
8 Q. This contract is for the delivery of
9 healthcare services, correct?
10 **A. That's correct.**
11 Q. And going through your professional
12 background, you have never worked in a correctional
13 setting, is that correct?
14 **A. That's correct.**
15 Q. Have you ever been involved in -- prior to
16 the execution of this agreement, have you ever had
17 any involvement with coordinating the delivery of
18 healthcare services to any correctional institute?
19 **A. I've treated people that are incarcerated**
20 **before.**
21 Q. You've treated people, meaning what?
22 **A. Cancer patients that were in prison.**
23 Q. So when you say you have treated, meaning
24 what? What type of treatment?

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1 **A. I delivered radiation treatments to cancer**
2 **patients that were in prison at the time.**
3 Q. Okay. When did you provide radiation
4 treatments to cancer patients?
5 **A. Over the hours of time, you know, from 1994**
6 **through 2004.**
7 Q. Okay. Take us through that. When did
8 you -- or how did you come to provide radiation
9 treatments to incarcerated individuals?
10 **MR. KEHART:** Let me just show my objection
11 to relevance. Go ahead.
12 **THE WITNESS:** Okay. Patients that are
13 incarcerated occasionally get diagnosed with cancer.
14 **BY MR. GORDON:**
15 Q. Sure.
16 **A. And they need treated, and they're taken to**
17 **the appropriate facility for that treatment, and at**
18 **times through my career, whether it be at Memorial or**
19 **St. John's or Decatur Memorial Hospital, I was**
20 **working as a staff radiation therapist and I helped**
21 **deliver treatment to those people when they arrived.**
22 Q. Okay. That's what I was getting into. So
23 when you say "when they arrived," so they would come
24 to where you were at? You said they would be

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1 transported to an appropriate facility, correct?
2 **A. Right, right.**
3 Q. Okay. So you haven't had any experience
4 inside of a correctional setting, correct?
5 **A. No, no.**
6 Q. The limit of your experience with the
7 correctional system is when people who have been
8 detained have been transported from that facility to
9 a health facility that you worked at, correct?
10 **A. Yes.**
11 Q. Okay. Other than that, any other experience
12 that you have had dealing with the delivery of
13 healthcare to a correctional setting?
14 **MR. KEHART:** When you say dealing with, I
15 object. I don't understand. You mean providing care
16 or involved in any way?
17 **BY MR. GORDON:**
18 Q. Any involvement other than what you've just
19 talked about with them coming to you.
20 **A. No. That would be it.**
21 Q. Okay.
22 **MR. KEHART:** Listen, when we can get to a
23 point we can break, I need to take a very quick break
24 down the hall.

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1 (A brief recess was taken.)
2 **BY MR. GORDON:**
3 Q. What was Debbie -- strike that. Debbie
4 Acciavatti, she still works at DMH?
5 A. No.
6 Q. Okay. As you understand, when was Debbie
7 Acciavatti -- can you pronounce the last name?
8 A. Acciavatti.
9 Q. Wow, I was way off -- Acciavatti -- the last
10 year she worked at DMH?
11 A. The last full year would have been 2016, I
12 believe.
13 Q. Was Debbie Acciavatti terminated?
14 A. Yes.
15 Q. Why was Debbie Acciavatti terminated?
16 A. Performance reasons.
17 Q. This is the person who had been there for 35
18 years?
19 A. Yes. Let me make clear, I don't know if
20 during that 35 years, her role wasn't necessarily the
21 same the whole time, so...
22 Q. That's fine. From your understanding when
23 Debbie Acciavatti was fired in 2016, she was still
24 the head of corporate health?

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1 A. Yes. And I believe her dismissal was the
2 end of 2017.
3 Q. Okay.
4 A. I'm a little fuzzy on the recall on the
5 dates. That's why I said I think the last full year
6 she worked was 2016.
7 Q. Okay. Fair enough.
8 Did Debbie Acciavatti also report to you --
9 we've covered 2014. Did she also report to you in
10 2015?
11 A. Yes.
12 Q. Okay. What was Debbie Acciavatti's job
13 title?
14 A. Administrative Director of Corporate Health.
15 Q. What were her job duties during 2014 and
16 2015?
17 A. To oversee the operations of the corporate
18 health department.
19 Q. Which means what?
20 A. Manage the day-to-day operations of that
21 particular department.
22 Q. Can you give me a sense of how -- during
23 2014, 2015, how many people were employed by the
24 corporate health department? And by this question, I

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1 mean onsite.
2 A. Right.
3 Q. At DMH.
4 A. Yeah. So approximately 20.
5 Q. And approximately offsite, how many people
6 were employed between 2014 and 2015 by corporate
7 health?
8 A. That's -- so I'm struggling with that
9 because we have a mobile service as well that had,
10 you know, mobile vans driving around the country, and
11 so I'm trying to add all these people up. I want to
12 say ten or so --
13 Q. Okay.
14 A. -- total people that were, as you stated,
15 offsite, you know.
16 Q. So offsite during 2014 and 2015, from your
17 understanding, would that also include staff that
18 were hired to work inside of Macon County jail?
19 A. Correct, yes. So probably 10 to 15 total.
20 Q. From your understanding, if you know, prior
21 to DMH's involvement with Macon County, we're into
22 its original agreement to provide healthcare
23 services, do you know if Debbie Acciavatti had any
24 correctional healthcare experience at all?

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1 A. I don't know that.
2 Q. Do you recall if you ever talked to her
3 about any experience she may have had delivering
4 healthcare services in a correctional setting prior
5 to you signing the agreement that you signed in 2014?
6 A. No.
7 Q. No, you don't have a recollection?
8 A. I don't -- I did not have that conversation
9 with her.
10 Q. Okay. As you sit here today, and just based
11 upon your recollection, do you recall if the thought
12 ever crossed your mind that it may be wise to consult
13 with somebody who had experience in delivering
14 healthcare services inside a correctional setting
15 prior to signing an agreement that committed DMH to
16 provide certain services inside of a correctional
17 setting?
18 MR. KEHART: Object, argumentative,
19 foundation. Go ahead if you understand it.
20 THE WITNESS: I'm not sure how to answer
21 that question.
22 BY MR. GORDON:
23 Q. What's wrong with the question in terms of
24 your ability to answer it? Is it tough to

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<p>1 understand, or what?</p> <p>2 A. Yeah, it's difficult to understand.</p> <p>3 Q. Sure. You indicated that prior to you</p> <p>4 signing it, you turned it over to legal to take a</p> <p>5 look at it. That's standard. You wanted to make</p> <p>6 sure that it was up to standard from a legal</p> <p>7 perspective, correct?</p> <p>8 A. Correct.</p> <p>9 Q. That was important, correct?</p> <p>10 A. Correct.</p> <p>11 Q. Did you also feel that it was important that</p> <p>12 someone with some knowledge base on what happens</p> <p>13 inside of a correctional institution also take a look</p> <p>14 at the agreement to make sure that the standards or</p> <p>15 the things that were being agreed to were achievable</p> <p>16 and/or made sense from DMH's perspective?</p> <p>17 MR. KEHART: Object; foundation,</p> <p>18 argumentative. Do you understand the question?</p> <p>19 THE WITNESS: I don't understand the</p> <p>20 question.</p> <p>21 MR. GORDON: Okay.</p> <p>22 MR. KEHART: Maybe if you broke it down a</p> <p>23 little bit.</p> <p>24 BY MR. GORDON:</p>	<p>1 Q. Okay. Now, understanding that you didn't</p> <p>2 have any experience inside of a correctional setting,</p> <p>3 your director of corporate health, as far as you</p> <p>4 know, didn't have any experience in a correctional</p> <p>5 setting, and the lawyer was just looking for legal</p> <p>6 terms, did you think at any point prior to signing</p> <p>7 that it might be wise to consult with someone who had</p> <p>8 experience in a correctional setting to see if what</p> <p>9 you were promising was achievable?</p> <p>10 A. Well, I didn't address the --</p> <p>11 MR. KEHART: Well, I'm sorry. Forgive me.</p> <p>12 Object; argumentative, foundation, speculative,</p> <p>13 relevance, and furthermore --</p> <p>14 MR. GORDON: He was actually answering.</p> <p>15 MR. KEHART: Well, I don't understand the</p> <p>16 question even now because it's the same question.</p> <p>17 MR. GORDON: He was answering, so...</p> <p>18 THE WITNESS: That's --</p> <p>19 BY MR. GORDON:</p> <p>20 Q. That's what?</p> <p>21 A. I'm not quite sure what you're asking here.</p> <p>22 I answered all the questions that you asked me.</p> <p>23 Q. No. You actually said I didn't draft it,</p> <p>24 but that wasn't my question. I didn't say did you</p>
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<p>1 Q. Sure. I'm trying to figure out a way to --</p> <p>2 MR. KEHART: Well, when you say standards</p> <p>3 and goals and things --</p> <p>4 MR. GORDON: That's fine, counsel. I'm</p> <p>5 going to break it down. It's okay.</p> <p>6 BY MR. GORDON:</p> <p>7 Q. As you testified, you've never had any</p> <p>8 experience inside of a correctional setting, correct?</p> <p>9 A. Correct.</p> <p>10 Q. As you sit here today, you don't know if</p> <p>11 Debbie Acciavatti had any, correct?</p> <p>12 A. I don't know that.</p> <p>13 Q. Okay. Based upon your understanding, the</p> <p>14 lawyer who you sent it to, the one internally in</p> <p>15 2014, they didn't have any correctional experience,</p> <p>16 correct?</p> <p>17 A. I don't know that.</p> <p>18 Q. Okay. So my question is --</p> <p>19 At any rate, you also understand that this</p> <p>20 contract, that the overall purpose of this contract</p> <p>21 was for Macon County to hire DMH to deliver</p> <p>22 healthcare services inside of a correctional setting,</p> <p>23 correct?</p> <p>24 A. Correct.</p>	<p>1 draft it.</p> <p>2 A. No.</p> <p>3 Q. So my point is, considering that you were</p> <p>4 promising on behalf of the hospital to deliver</p> <p>5 healthcare services in an environment that you never</p> <p>6 had any experience in, did you think prior to signing</p> <p>7 that it may be wise to consult with someone who had</p> <p>8 experience in that setting to make sure what you were</p> <p>9 promising was achievable?</p> <p>10 MR. KEHART: Same objection as previous;</p> <p>11 also form. I don't understand the question.</p> <p>12 THE WITNESS: I don't know how to answer</p> <p>13 that question. I did not consult with anybody. I've</p> <p>14 told you that.</p> <p>15 BY MR. GORDON:</p> <p>16 Q. Right, no. That I'm clear on.</p> <p>17 A. Yeah.</p> <p>18 Q. What I'm asking, did the thought cross your</p> <p>19 mind that it may be wise to do so? This question is</p> <p>20 different. It's slightly different, counsel. Did</p> <p>21 the thought cross --</p> <p>22 A. That was four years ago. I'm not sure what</p> <p>23 thought --</p> <p>24 Q. Okay. And that's fair. That's a fair</p>

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1 answer.
2 **A. Do you remember thoughts that crossed your**
3 **mind four years ago?**
4 Q. Some of them, some of them, and so to the
5 extent that I do, I do, and if I don't, I don't;
6 right? So I'm asking you, do you?
7 **A. I don't recall that.**
8 Q. Do you recall if you asked any questions
9 about any of the terms of the agreement prior to you
10 signing it?
11 **A. I don't recall any specific questions that I**
12 **asked.**
13 Q. Do you recall any general questions?
14 **A. I don't.**
15 Q. But you did read it prior to signing it,
16 correct?
17 **A. Yes.**
18 **MR. KEHART:** Object, asked and answered.
19 **BY MR. GORDON:**
20 Q. Why? Why did you read it prior to signing
21 it?
22 **A. Isn't that typically what people do? They**
23 **read things before they sign.**
24 Q. But why, though? Why did you read this

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1 document prior to you signing it?
2 **A. Why wouldn't I?**
3 Q. That's not my -- with all due respect, I'm
4 asking the question. So my question is not to assume
5 anything; it's to ask you --
6 **A. Yeah. I don't know how to properly answer**
7 **that question. To me, it's common sense.**
8 Q. It's common sense to read something prior to
9 signing it.
10 **A. To read something prior to signing it.**
11 Q. And it's common sense hopefully to
12 understand something prior to signing it, correct?
13 **A. Correct.**
14 Q. You also understand that when you signed
15 this, you were promising that DMH would deliver
16 certain things pursuant to this contract, correct?
17 **MR. KEHART:** Object, asked and answered.
18 **BY MR. GORDON:**
19 Q. Correct?
20 **A. Yes.**
21 Q. Okay. It was important not to sign DMH up
22 for something that it couldn't deliver on, correct?
23 **MR. KEHART:** Object, asked and answered.
24 **THE WITNESS:** Correct.

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1 **BY MR. GORDON:**
2 Q. Okay. Let's look at page 2 of the contract
3 that you signed, and just for purposes of the record,
4 counsel is showing you the agreement.
5 **MR. FREUHLING:** This is the '14 one?
6 **MR. GORDON:** Correct, page 2.
7 **BY MR. GORDON:**
8 Q. Let's take a look at E. Do you see Section
9 E?
10 **A. Correct.**
11 Q. Do you see the specific staffing
12 requirements? Do you see that?
13 **A. Yes.**
14 Q. Okay. Now, prior -- okay. Prior to you
15 signing, you said that you -- you read it, so you
16 understood what DMH was committing to, correct?
17 **A. Correct.**
18 Q. Okay. Tell us what you understood at E(1)
19 to mean, the assessment, where it says: DMH shall
20 provide a health assessment of an inmate or detainee
21 as soon as possible, but no later than 14 calendar
22 days after the inmate's arrival. The health
23 assessment shall follow the guidelines of the NCCHC
24 current standards.

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1 Tell us what you understood that provision
2 to mean as you read through it and prior to you
3 signing it.
4 **MR. KEHART:** Let me just show parole
5 evidence objection. Go ahead if you can.
6 **THE WITNESS:** I guess my understanding is
7 exactly what it says is that that assessment would be
8 provided between the time that the person arrived and
9 14 days after.
10 **BY MR. GORDON:**
11 Q. Right. So just for -- and for just more
12 clarity purposes, I don't want you to guess, so to
13 the extent that you're guessing, I don't want you to
14 guess, but to the extent that you have an
15 understanding or you know what your understanding was
16 with respect to what this means, then that's what I
17 want you to share. I don't want you to guess.
18 So do you have an understanding as to what
19 this means or what your understanding was prior to
20 you signing it?
21 **MR. KEHART:** Object. He just answered that.
22 **MR. GORDON:** No. He said "he guesses," so I
23 wanted to be clear, right?
24 **THE WITNESS:** There will be an assessment

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1 provided between arrival and 14 calendar days after
2 arrival.
3 **BY MR. GORDON:**
4 Q. Okay. It actually says as soon as possible,
5 but no later than 14 days. Do you see that?
6 **A. That's correct.**
7 Q. Okay.
8 **A. Yes.**
9 Q. And you also see that it says it should
10 follow the guidelines of the NCCHC current standards,
11 is that correct?
12 **A. Correct.**
13 Q. And do you have any knowledge or did you
14 have any knowledge at that point what the current
15 standards were of the NCCHC?
16 **A. I do not know. I don't have the standards**
17 **memorized, no.**
18 Q. Do you know what the acronym stands for?
19 **A. National Commission on Correctional Care**
20 **Health Care, something like that. I don't know**
21 **exactly. I don't have all the acronyms in medicine**
22 **memorized.**
23 Q. Yeah. I'm not asking you about all of them;
24 I'm asking you about the one in this contract you

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1 signed.
2 **A. It's correctional care healthcare. It's the**
3 **national scale.**
4 Q. Okay. Did you do anything prior to signing
5 it to speak with anyone or to do any type of internal
6 investigation to see if DMH would be able to adhere
7 to the guidelines of the NCCHC current standards?
8 **A. Well, I know our providers were using that**
9 **as their guideline and standard and had been trained,**
10 **had gone to annual training for correctional facility**
11 **medicine based on the NCCHC guidelines.**
12 Q. Okay. When you say "our providers," meaning
13 who?
14 **A. The people at corporate health, the**
15 **healthcare providers that would be responsible to**
16 **provide healthcare in accordance with this agreement.**
17 Q. So it is your testimony that you have an
18 understanding that the employees of corporate health,
19 and in particular those who were assigned to work at
20 Macon County Jail, that all of them had been trained
21 pursuant to NCCHC current standards; is that correct?
22 **MR. KEHART:** Object to foundation. It
23 misstates his testimony.
24 **THE WITNESS:** I can't answer that question.

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1 I don't know if all -- I don't know when they were
2 trained and who -- I don't know that.
3 **BY MR. GORDON:**
4 Q. Okay. Let me ask you this. Do you know if
5 during the calendar year from May 2014 until July
6 18th of 2016, do you know if all of the medical staff
7 who were employees of DMH but were assigned in Macon
8 County, if they had been trained in the guidelines of
9 the current standards of the NCCHC?
10 **A. Yeah. I don't have that information in**
11 **front of me.**
12 **MR. KEHART:** Object, also, insofar as
13 training. I don't think that's relevant. I think
14 there's knowledge of it.
15 **BY MR. GORDON:**
16 Q. You will see -- and this goes right to
17 counsel's -- this last objection. You will see at
18 E(3) -- can you read that, what it says at E(3) as
19 far as the specific staffing requirements?
20 **A. All physicians and nursing staff provided by**
21 **DMH shall be trained in accordance with NCCHC.**
22 Q. Okay. Do you see trained? Okay.
23 And it's your testimony that you are unaware
24 as to whether or not all physicians and nursing staff

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1 that were provided by DMH were, indeed, trained?
2 **A. I don't have those records in front of me.**
3 Q. Who would have that information from your
4 understanding?
5 **A. Either it would be part of the corporate**
6 **health department or human resource department at the**
7 **hospital.**
8 Q. So when you say it was your understanding
9 that corporate health, that they, you know, had some
10 knowledge of, you know, some awareness of the current
11 standards of NCCHC, how did you come to that
12 understanding that corporate health did, in fact,
13 train its staff, and as you said they would go
14 annually to some training?
15 **A. Yeah. I don't recall the exact frequency,**
16 **but I believe it was an annual refresher training**
17 **with these standards.**
18 Q. Sure. How did you come to understand that
19 there was this annual refresher or possible annual
20 refresher?
21 **A. Well, any training for people that work in**
22 **departments that report up through me, typically, I**
23 **sign a voucher that authorizes them to go to these**
24 **training activities, whether it be this case or any**

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1 **other training activity.**
2 Q. So it is your recollection that you recall
3 seeing some vouchers for people to go to training, is
4 that correct?
5 **A. I don't recall that specifically to this**
6 **case. I'm just stating that that is where I would**
7 **have become familiar with this particular NCCHC**
8 **curriculum.**
9 Q. Is in signing vouchers, is that correct?
10 **A. Right, with the understanding that there is**
11 **a governing body in correctional center medicine.**
12 Q. Okay.
13 **A. Yeah.**
14 Q. So when you say "governing body," you would
15 mean a body that sets standards and guidelines?
16 **A. Yeah. And I don't have any other intimate**
17 **knowledge of this, other than that, that they exist.**
18 Q. Okay. So just so I'm clear, the limit of
19 your understanding as far as people being trained or
20 understanding the guidelines of NCCHC employed by the
21 corporate health department of DMH is limited to you
22 having a recollection of seeing some vouchers for
23 programming that one or more may have attended; is
24 that fair to say?

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1 **A. That seems fair to say.**
2 Q. Okay. Beyond that, you have no other
3 knowledge?
4 **A. I don't have any other intimate knowledge.**
5 Q. Or even beyond intimate knowledge, because
6 you used that word. Any other knowledge, period.
7 **A. No.**
8 Q. Did you do any -- after signing the
9 agreement, up until July of 2015, the agreement
10 signed in May of 2014, roughly, up until July of
11 2015, did you do any type of quality assurance to
12 make sure that what had been agreed to by DMH was
13 actually being delivered to Macon County?
14 **MR. KEHART:** When you say "you," you mean
15 the hospital or him personally?
16 **MR. GORDON:** Him in his professional role.
17 **THE WITNESS:** I did not.
18 **BY MR. GORDON:**
19 Q. Do you know if anyone at the hospital did
20 any type of quality assurance to make sure that the
21 terms of the contract as agreed to by DMH were
22 actually being upheld or adhered to at Macon County?
23 **A. I don't know that.**
24 Q. Okay. From your understanding, who would be

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1 the person from DMH to have the most knowledge with
2 respect to whether or not the requirements of the
3 contract were actually being adhered to at Macon
4 County?
5 **MR. KURNIK:** Do we have a time period?
6 **MR. GORDON:** Sure.
7 **BY MR. GORDON:**
8 Q. Between May of 2014 up until the end of July
9 2015.
10 **A. I would say that Debbie Acciavatti, who was**
11 **the department director, would have knowledge of**
12 **that.**
13 Q. Would you say she would have, more than
14 likely, the most knowledge of someone at DMH?
15 **A. Right.**
16 Q. Based upon your recollection, did she ever
17 express to you any concerns about an inability to
18 fulfill the promises made in the agreement entered
19 into by DMH and Macon County, beginning in 2014 and
20 spanning into -- actually into 2016?
21 **A. No.**
22 Q. Okay. Dr. Braco. Do you know who that is?
23 **A. I do.**
24 Q. Do you have occasion to speak to Dr. Braco

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1 from time to time?
2 **A. Only if I see him in passing to say hello.**
3 Q. Have you ever talked to him about this
4 deposition that's coming up?
5 **A. No.**
6 Q. Did you -- have you had an opportunity to
7 read his deposition?
8 **A. No.**
9 Q. Prior to yours?
10 **A. No.**
11 Q. How about Nurse Bates? Have you ever met
12 her?
13 **A. No.**
14 Q. Do you know who she is?
15 **A. No.**
16 Q. Do you know that she's a defendant in this
17 case?
18 **A. Yes.**
19 Q. I want to go to page 3 of that same
20 agreement. I'm going to ask you to -- do you see
21 Roman Numeral II?
22 **A. Yes.**
23 Q. Okay. It's at the top of the page. And
24 this is from the same contract that we've been

<p style="text-align: right;">Page 69</p> <p>1 talking about, the one that begins in 2014 and 2 extends over and covers this relevant date of July 3 18, 2015, and stretches into May 2016 and signed by 4 you; is that correct? 5 A. Correct. 6 Q. Okay. And the administrative services 7 included, which is at Roman Number II, A, says what? 8 A. Healthcare Education and Training. DMH 9 shall conduct an ongoing health education program and 10 training for the County as follows. 11 Q. And under that, it says (1) Healthcare 12 Reports. DMH shall submit on a quarterly basis 13 healthcare reports to the Sheriff, or his designee, 14 concerning the overall operation of the healthcare 15 services program and the general health of the 16 persons committed to the jail. 17 Do you see that? 18 A. I do. 19 Q. Do you know if that was ever done? 20 A. I do not know. 21 Q. Do you know -- as you sit here today, do you 22 know, have you ever done any quality assurance to see 23 if that was ever done? 24 A. No.</p>	<p style="text-align: right;">Page 71</p> <p>1 A. During that time, yes. 2 Q. Okay, third, A(3). Training for Sheriff's 3 Deputies/Jailers: DMH will establish a training 4 program for the county deputies and jailers in 5 accordance with the needs mutually established by the 6 County and DMH. 7 Are you aware of any type of training that 8 DMH organized for the County deputies and jailers? 9 A. I'm not aware of it but that doesn't mean it 10 didn't happen. 11 Q. Right. Anything could happen, correct? 12 A. Right. 13 Q. But I'm asking about your awareness. 14 A. I'm not aware, yeah. 15 Q. Let's go to page -- we're at 3 at B, Medical 16 Records Management. Do you see that portion? 17 A. I do. 18 Q. It says: DMH shall provide the following 19 medical records management services. One, DMH shall 20 maintain, cause, or require the maintenance of 21 complete and accurate medical records for the jail 22 population who has received healthcare services. 23 Do you see that? 24 A. I do.</p>
<p style="text-align: right;">Page 70</p> <p>1 Q. Okay. You see number 2, Meetings: DMH 2 shall meet quarterly with the Sheriff, or his 3 designee, concerning procedures within the jail and 4 any proposed changes in health-related procedures or 5 other matters which both parties deem necessary. 6 Do you see that? 7 A. Yes. 8 Q. Do you know if anyone from DMH ever met 9 quarterly with the Sheriff or his designee concerning 10 procedures within the jail or any proposed changes in 11 health-related procedures or any other matters? 12 A. I don't have that documentation in front of 13 me. I don't know. I can't answer that. If it 14 happened or not, I don't have the schedule, log, 15 chart, record, of those meetings happening. They 16 might have. I don't know. 17 Q. Okay. Do you have a place where you store 18 this type of information that would relate to DMH 19 services, DMH providing things that they did while at 20 Macon County? 21 A. I didn't, but those would have been records 22 in the corporate health department. 23 Q. Those would have been records that would 24 have been kept by Debbie Acciavatti, is that correct?</p>	<p style="text-align: right;">Page 72</p> <p>1 Q. Okay. Do you have any information to 2 suggest, as you sit here today, or to support the 3 notion that DMH did, in fact, maintain, cause, or 4 required the maintenance of complete and accurate 5 medical records for the jail population who receive 6 healthcare services at Macon County Jail during this 7 timeframe that we've been talking about between May 8 2014 and towards the end of July 2015? 9 MR. KEHART: Let me just show my objection, 10 relevance, to the issues in this case, but go ahead 11 if you can. 12 THE WITNESS: I don't know. I can't answer 13 that. 14 BY MR. GORDON: 15 Q. Okay. Did you have any involvement with any 16 DMH policies on how records were to be kept and/or 17 maintained at Macon County? 18 A. No. 19 Q. Okay. Any conversations with respect to 20 implementation of telemedicine technology, the use of 21 telemedicine technology at the Macon County Jail to 22 help improve the delivery of healthcare services to 23 those detained at the jail during that same timeframe 24 between May 2014 up until the end of July 2015?</p>

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1 **MR. KEHART:** Object, relevance.
2 **THE WITNESS:** No.
3 **BY MR. GORDON:**
4 Q. Do you have an understanding as to what I
5 mean by telemedicine technology?
6 **A. I know what telemedicine is.**
7 Q. Can you tell us what it is?
8 **MR. KEHART:** I object to the relevance.
9 **THE WITNESS:** It's providing care -- remote
10 care through technological devices where the doctor
11 is not present but connected with the patient through
12 videoconferencing --
13 **BY MR. GORDON:**
14 Q. Okay.
15 **A. -- and other diagnostic tools on those**
16 **carts. I don't know how detailed you want me to get.**
17 Q. That's fine. Thank you.
18 Number 3 on page 4, or Roman Numeral III, I
19 should say, on page 4. It says, Costs of Services
20 Not Included. Do you see that?
21 **A. Yes.**
22 Q. Okay. In the last four sentences of the
23 first paragraph, it says: In the event that the
24 following services are required as a result of the

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1 medical judgment of a physician or DMH authorized
2 personnel, DMH shall not provide these services as
3 part of this agreement, and the reasonable cost of
4 said services shall be billed directly to the County.
5 Do you see that part?
6 **A. Yes.**
7 Q. And one of those -- or the first one at A is
8 hospitalization, correct?
9 **A. Yes.**
10 Q. And it says that in the event that
11 hospitalization is medically necessary for the
12 persons covered under paragraph 4 of this agreement,
13 the County shall bear the cost; is that correct?
14 **A. Yes.**
15 Q. Ambulatory Service at B. In the event that
16 ambulatory service is required due to a medical
17 emergency, the County shall bear the cost of
18 expedient emergency ambulance services for members of
19 the jail population.
20 Do you see that?
21 **A. I do.**
22 Q. Okay. And at D, do you see Offsite
23 Services?
24 **A. Yes.**

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1 Q. It says: When offsite care is required and
2 cannot be rendered at the jail, DMH shall make
3 arrangements with the Sheriff for the transportation
4 of the inmates or detainee in accordance with the
5 Sheriff's policies and procedures.
6 Do you see that?
7 **A. Yes.**
8 Q. Okay. Do you recall having any
9 conversations with anybody prior to and close in time
10 with you signing this agreement as to how these
11 arrangements for transportation of the detainees
12 and/or inmates should occur, or would occur, under
13 which scenarios DMH would talk to the jail and so
14 forth?
15 **MR. KEHART:** When you say "you," you mean
16 him personally?
17 **BY MR. GORDON:**
18 Q. Can you read back the question, please?
19 (The court reporter read back the
20 previous question into the record.)
21 **MR. KEHART:** I think it's you. Maybe you
22 said you.
23 **BY MR. GORDON:**
24 Q. At Roman Numeral III, this deals with costs

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1 of services not included as part of this agreement,
2 correct?
3 **A. Right.**
4 Q. That the bulk of the provision of services
5 that DMH was supposed to bear is the costs, right?
6 **MR. KEHART:** That who?
7 **BY MR. GORDON:**
8 Q. DMH was supposed to bear the costs for the
9 bulk of medical services that were provided at Macon
10 County Jail, correct?
11 **MR. KEHART:** I object to the form. I don't
12 understand what "bulk" means.
13 **MR. GORDON:** Most.
14 **MR. KEHART:** I object to the form. The
15 contract says what it says.
16 **BY MR. GORDON:**
17 Q. Okay. So Roman Numeral III, it says, Costs
18 of Services Not Included, correct?
19 **A. Right.**
20 Q. Okay.
21 **MR. GORDON:** Are you okay?
22 **MR. KEHART:** I'm fine. I mean, reading
23 these over and over and over again, is there a
24 question coming on this? Please...

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1 **MR. GORDON:** Do you need to take a break?
2 **MR. KEHART:** No.
3 **MR. GORDON:** Okay, then. I'm fine.
4 **MR. KEHART:** Well, we're about an hour and
5 35 minutes into this.
6 **MR. GORDON:** Yeah. And Counsel, what is the
7 problem? Are you unaccustomed to depositions, or
8 what?
9 **MR. KEHART:** I'm unaccustomed to seven-hour
10 depositions.
11 **MR. GORDON:** Okay, yeah, but if you would
12 stop doing this, maybe we can actually get through
13 one of these.
14 **MR. KEHART:** If you'd stop repeating every
15 question.
16 **MR. GORDON:** It is not a repeat. It is not
17 a repeat. I'm going through the contract; I'm going
18 through the provisions; I'm asking about this. If
19 you have an issue, if you need to take a break, by
20 all means, we can take a break.
21 **MR. KEHART:** I'll tell you what. When I
22 need a break, I'll take one.
23 **MR. GORDON:** Well, then, you don't have to
24 keep interrupting me because I don't need one.

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1 **MR. KEHART:** You're the one who interrupts.
2 **MR. GORDON:** You're speaking and making
3 moans and gestures, Counsel.
4 **MR. KEHART:** No. In point of fact, Counsel,
5 you looked over and said, Are you have some problem?
6 **MR. GORDON:** Yeah, because you're leaning
7 back in your seat making some gestures like it's an
8 issue. So, yes, of course, because I can see you.
9 **MR. KEHART:** Get going.
10 **MR. GORDON:** I am. I'm trying. If you
11 would relax and allow me to do my dep. I don't need
12 the body gestures, Counsel. I just don't, okay?
13 **MR. KEHART:** Get going.
14 **MR. GORDON:** No, Counsel, no. You relax.
15 You don't talk to me like that, first of all.
16 First of all, this is a deposition. We can
17 go seven hours. It's not my intention. I'm trying
18 to move through it, all right? You don't have to
19 keep interrupting me with your voice or your body
20 language, so...
21 **BY MR. GORDON:**
22 Q. Costs of Services Not Included. To me, the
23 implication that the rest of the costs for the
24 delivery of healthcare services at the jail would be

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1 included. This specifies what costs would not be
2 included; is that your understanding?
3 **A. Yes.**
4 Q. Okay. Now, with respect to arranging, for
5 example, the transport of inmates or detainees for
6 offsite services as is indicated in letter D under
7 Roman Numeral III, do you have a recollection of
8 having any conversation with anybody who's a
9 subordinate of yours at DMH and/or with somebody at
10 Macon County Jail as to when an inmate -- under what
11 circumstances an inmate or detainee would be
12 transported from the jail to a hospital?
13 **A. No.**
14 Q. Okay. How about the same for B with respect
15 to an ambulance? Was there any conversation that you
16 had with any subordinate at DMH and/or anybody at
17 Macon County Jail as to when an ambulance would be
18 called or under what circumstances?
19 **A. No.**
20 Q. Okay. Any conversation as to who's decision
21 it would be as to when an ambulance could be called
22 to Macon County Jail?
23 **A. No.**
24 Q. Let's turn to page 8, please. Do you see an

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1 F?
2 **A. I see an F.**
3 Q. Okay. Sheriff's Policies & Procedures.
4 **A. Yes.**
5 Q. DMH shall operate within the requirements of
6 the County's and/or the Sheriff's Policies &
7 Procedures, which directly related to the provision
8 of medical services. Do you see that?
9 **A. Yes.**
10 Q. Is that an accurate read of what's at F?
11 **A. Yes.**
12 Q. As you sit here today, have you ever seen
13 any Sheriff's Policies & Procedures from Macon
14 County?
15 **A. No.**
16 Q. It's fair to say that when you signed this
17 agreement that you didn't know what the Sheriff's
18 Policies & Procedures were?
19 **A. Correct.**
20 Q. Let's go to page 9, please, Roman Numeral
21 VII. Let me just back up a little bit.
22 As you sit here today, do you know who
23 drafted this agreement, this contract?
24 **A. The County.**

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1 Q. It's your understanding that Macon County
2 drafted this agreement?
3 **A. Correct.**
4 Q. How did you come to understand that Macon
5 County drafted this agreement?
6 **A. Because I know DMH didn't.**
7 Q. I'm sorry?
8 **A. Because I know DMH did not.**
9 Q. How do you know DMH did not?
10 **A. It's not our document.**
11 Q. Okay. And I'm just curious, how do you know
12 that it's not a DMH document, though? I'm just
13 curious.
14 **A. It's not the template that we use.**
15 Q. Okay.
16 **A. Yeah. We would not have had all this**
17 **knowledge of -- this is what -- it's not our**
18 **document.**
19 Q. Okay. And that's just based on seeing the
20 terms that are in the document and the fact that it's
21 not a template that appears to be similar to one that
22 you're familiar with. Is that fair to say?
23 **A. Yes.**
24 Q. Is there any other things that you left out

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1 that caused you to be so confident that this was not
2 a document generated by somebody from the DMH side?
3 **A. It's not a DMH generated document.**
4 Q. Okay. Fair enough.
5 Roman Numeral VII, Compensation Adjustments.
6 Do you see that?
7 **A. Yes.**
8 Q. Do you know how this -- how this amount was
9 arrived at as an amount that DMH was willing to
10 accept from Macon County for the delivery of medical
11 care services?
12 **A. I do not.**
13 Q. Do you know if there was any calculation
14 made as to the daily population count of either
15 inmates or detainees at Macon County in relationship
16 to this amount being deemed?
17 **A. I don't know what the algorithm was that**
18 **came up with this particular figure.**
19 Q. Okay. Let's go back to the first page of
20 the document, Roman Numeral I, Services Included. Do
21 you see that?
22 **A. Yes.**
23 Q. Do you seen under A, General, where it says:
24 DMH shall manage and provide healthcare services for

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1 the inmates/detainees at the jail?
2 **A. Yes.**
3 Q. These services shall be at DMH's costs and
4 shall be in exchange for the compensation provided
5 herein. Do you see that?
6 **A. Yes.**
7 Q. Do you see B, Staffing?
8 **A. Yes.**
9 Q. Okay. For those hours, the 40 hours per
10 week for Registered Nurse, RN; 60 hours per week of
11 Licensed Practical Nursing, LPN services; four hours
12 per week of physician onsite services, and the
13 on-call coverage, 24 hours per day, 7 days a week, as
14 you sit here today, do you know how these number of
15 hours and these types of staff individuals were
16 included in the body of this agreement as far as
17 providing healthcare services to Macon County?
18 **A. I don't. This is not our agreement.**
19 Q. Well, you signed the agreement, so it is
20 your agreement.
21 **A. Yes, but I don't know how these were**
22 **derived --**
23 Q. Okay.
24 **A. -- to answer your question.**

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1 Q. Okay. But the RN services, that would have
2 come from DMH, correct?
3 **MR. KEHART:** Well, what? What would come
4 from DMH? The number or the what?
5 **MR. GORDON:** The RN services.
6 **MR. KEHART:** It's not clear.
7 **MR. GORDON:** It's just not clear to you. If
8 he doesn't understand it, so be it.
9 **MR. KEHART:** Read the question back.
10 (The court reporter read back the
11 previous question into the record.)
12 **BY MR. GORDON:**
13 Q. Do you understand that question?
14 **MR. KEHART:** Object to the form. I don't
15 know if the number is included in that or not.
16 **MR. GORDON:** Yeah, I didn't include the
17 number. I just asked the question.
18 **MR. KEHART:** So you're asking about the
19 number, or you're not?
20 **BY MR. GORDON:**
21 Q. So the RN services, you see right here in
22 the contract where it says RN services?
23 **A. Yes.**
24 Q. That would have been provided by DMH,

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1 correct?

2 **A. Yes.**

3 Q. All right. There's no number in that

4 question, just the RN services. There was nobody

5 else, to my understanding, providing the RN services.

6 Do you understand that?

7 **MR. KEHART:** Yeah. Thank you. Object to

8 the form. Move to strike.

9 **BY MR. GORDON:**

10 Q. Any LPN services would have been provided by

11 DMH pursuant to this contract, correct?

12 **A. Yes.**

13 Q. Okay. Any physician onsite services

14 pursuant to this contract would have been provided by

15 DMH; correct?

16 **A. Yes.**

17 Q. And the on-call coverage would have been

18 medical on-call coverage 24 hours per day, 7 days a

19 week. That would have been provided by DMH, correct?

20 **A. Yes.**

21 Q. Okay. So when you say this is not a DMH

22 agreement, the services under Services Included,

23 these are services that DMH would have provided, that

24 they were being paid to provide; correct?

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1 **A. Correct.**

2 Q. Okay. So do you know who came up with these

3 number of hours per week for each of these services?

4 Do you know who came up with the hours and how they

5 came up with the hours as being considered adequate

6 to cover the medical needs for detainees and/or

7 inmates at the Macon County Jail during the coverage

8 period of this contract?

9 **A. No.**

10 Q. Okay. Do you know who would have that

11 information from DMH?

12 **A. No.**

13 Q. Do you know who would be the most

14 knowledgeable person to even speak to these issues on

15 how this information was arrived at from DMH?

16 **A. I would have to go back to Debbie**

17 **Acciavatti.**

18 Q. Okay. Do you recall if during the

19 approximate month or so, that estimate that you would

20 generally take in advance of signing, you know, one

21 of the corporate health agreements, do you recall if

22 during your review of this agreement if you made any

23 notes or had any questions to anybody about any of

24 the terms that were contained in the contract; any

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1 concerns about anything in the contract prior to

2 signing it?

3 **A. No.**

4 Q. Did Debbie Acciavatti ever tell you about

5 any complaints or concerns that Dr. Braco made to her

6 about the Policies & Procedures as implemented in the

7 Macon County Jail?

8 **A. No.**

9 Q. Has anybody ever made you aware of any

10 complaints that Dr. Braco had with the Policies &

11 Procedures of DMH as it related to delivery of

12 healthcare services at Macon County jail?

13 **A. No.**

14 Q. Has anybody made you aware of any complaints

15 that Dr. -- complaints or concerns that Dr. Braco may

16 have had with respect to any Policies & Procedures of

17 Macon County Jail as it relates to the delivery of

18 healthcare services at its jail?

19 **A. No.**

20 Q. Okay. You testified that you are aware

21 that -- you don't know Nurse Jo Bates, but you are

22 aware that she's a defendant in this case; correct?

23 **A. Yes. I do not know Jo Bates.**

24 Q. All right. Fair enough.

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1 From your understanding, Dr. Braco no longer

2 woks at Macon County Jail, correct?

3 **A. That's correct.**

4 Q. Okay. Have you come to understand why

5 Dr. Braco no longer works at Macon County Jail?

6 **A. No.**

7 Q. He's still an employee of DMH, correct?

8 **A. Correct.**

9 Q. Has anyone ever told you that, according to

10 Dr. Braco, that one day he showed up for work at the

11 Macon County Jail and he was told that he couldn't

12 come in, that they locked the door?

13 **A. No.**

14 Q. Okay. Have you had any experience

15 treating -- strike that.

16 Do you know who Jeffrey Keller is?

17 **A. No.**

18 **MR. GORDON:** That's all I have for now.

19 Yeah, that's all I have for now.

20 **MR. KURNIK:** I've got some questions.

21 **EXAMINATION**

22 **BY MR. KURNIK:**

23 Q. Can I see the 2016 agreement? There's a

24 cover sheet on it that I just wanted to look at.

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<p>1 This agreement, the cover sheet on the 2016</p> <p>2 agreement, is dated 5-3 of '16. Is there a similar</p> <p>3 cover sheet for the agreement that went into effect</p> <p>4 in 2014?</p> <p>5 A. Not here, there's not. I don't know. I</p> <p>6 don't know if there's one in our system for this;</p> <p>7 it's just not attached to this document.</p> <p>8 Q. That was going to be my question, whether</p> <p>9 one exists.</p> <p>10 A. There should. That's a standard document</p> <p>11 for all of our agreements.</p> <p>12 Q. And what it notes here, it says under</p> <p>13 Contract Profile, it says, "responsible parties," and</p> <p>14 it lists the primary party as Debbie Acciavatti and</p> <p>15 the secondary party as Rebecca Bentley.</p> <p>16 A. Uh-huh.</p> <p>17 Q. Would those have been the same responsible</p> <p>18 parties for the 2014 agreement?</p> <p>19 A. Yes.</p> <p>20 Q. Is Rebecca Bentley still with your company?</p> <p>21 A. No.</p> <p>22 Q. When did she leave, approximately?</p> <p>23 A. Around the same time Debbie Acciavatti left.</p> <p>24 The date I'm going to guess.</p>	<p>1 with Debbie Acciavatti regarding any conversations</p> <p>2 that she had with anyone from the department</p> <p>3 regarding the provision of healthcare?</p> <p>4 A. No.</p> <p>5 Q. You said that this is not your agreement</p> <p>6 because it's not your template.</p> <p>7 A. Right.</p> <p>8 Q. When was the first time that DMH first</p> <p>9 started providing services at the jail?</p> <p>10 A. I don't know that date. That was asked</p> <p>11 earlier and I don't know the date of that.</p> <p>12 Q. Do you know who was the prior provider?</p> <p>13 A. I do not.</p> <p>14 Q. Okay. If you compare this agreement -- I</p> <p>15 should say this agreement here, it's the 2016</p> <p>16 agreement with the 2014 agreement -- if you look at</p> <p>17 the first page, the staffing, the staffing under the</p> <p>18 two agreements is identical in amounts. That would</p> <p>19 paragraph 1(b).</p> <p>20 A. Yes.</p> <p>21 Q. So the same level of services were being</p> <p>22 provided under the follow-up contract, the 2016</p> <p>23 agreement.</p> <p>24 A. Yes.</p>
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<p>1 Q. I don't want you to guess; just give me an</p> <p>2 approximation.</p> <p>3 A. Early 2017.</p> <p>4 Q. Do you have a current work address or home</p> <p>5 address for Debbie Acciavatti? Do you know where she</p> <p>6 is if we want to subpoena her?</p> <p>7 A. She lives here in Decatur. I don't know</p> <p>8 what her address is.</p> <p>9 Q. Do you know where she's employed?</p> <p>10 A. I do not.</p> <p>11 Q. Did you ever have any conversation with</p> <p>12 anyone from the Sheriff's Department regarding the</p> <p>13 agreement that was entered into between the hospital</p> <p>14 and the County for medical services?</p> <p>15 A. No, sir.</p> <p>16 Q. Ever speak with the Sheriff?</p> <p>17 A. No.</p> <p>18 Q. The Sheriff at the time back in 2015 was Tom</p> <p>19 Schneider. Ever have any conversations with him?</p> <p>20 A. No.</p> <p>21 Q. Any conversations with the jail</p> <p>22 superintendent?</p> <p>23 A. No.</p> <p>24 Q. Any conversations that you recall having</p>	<p>1 Q. And if you look at Compensation, that's on</p> <p>2 page 9, Roman VII, the dollar amount of compensation</p> <p>3 is the same, 275?</p> <p>4 A. Yes.</p> <p>5 Q. Okay. There is a -- if you weren't involved</p> <p>6 in the negotiations -- I take it you were not</p> <p>7 involved in the negotiations for the provision of</p> <p>8 healthcare services at the jail, correct?</p> <p>9 A. That's correct.</p> <p>10 Q. And so you have no idea how any of the terms</p> <p>11 and provisions were reached -- how any agreement was</p> <p>12 reached orally concerning these terms, correct?</p> <p>13 A. That's right.</p> <p>14 Q. And that would be your -- Debbie is your</p> <p>15 assumption?</p> <p>16 A. That would be my assumption.</p> <p>17 Q. Was your review in execution of the contract</p> <p>18 principally pro forma? I mean, how did you know that</p> <p>19 the written agreement complied with the oral</p> <p>20 agreement?</p> <p>21 A. I'm not sure how to answer that. I mean,</p> <p>22 yes, I would have to assume that.</p> <p>23 Q. Okay. Because you probably received the</p> <p>24 same cover sheet?</p>

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1 **A. Yes.**
2 Q. And you're assuming Debbie reviewed the
3 agreement?
4 **A. Yes.**
5 Q. And she would have reviewed the agreement to
6 determine that it complied with the oral
7 understandings of the parties?
8 **A. Correct.**
9 Q. On page -- incidentally, from Dr. Braco's
10 testimony, I understand that among the services that
11 the hospital would provide under the corporate
12 umbrella would be for workers' compensation issues?
13 **A. Correct.**
14 Q. That would not necessarily involve onsite
15 provision of medical services, I assume. Under those
16 circumstances, an employee would come into the
17 hospital; the doctor would conduct a fitness-for-duty
18 examination or what have you?
19 **A. We do that at our corporate health facility,**
20 **yes.**
21 Q. In addition to providing onsite services
22 similar to what you were providing at the jail, did
23 DMH provide onsite services at other types of
24 facilities; for example, nursing homes, elder care

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1 homes, something like that?
2 **A. Not those types of facilities but other**
3 **corporate clients, yes.**
4 Q. I mean, where you would go in, and like in
5 this case here, provide services on a 24/7 basis?
6 **A. Most of those services were provided at our**
7 **corporate health facility on 22nd Street where the**
8 **clients would come in there and have the services**
9 **provided.**
10 Q. I'm talking about where you would go into
11 something like a nursing home, like a jail, and
12 provide services there.
13 **A. Not to my knowledge.**
14 Q. If you look at --
15 **A. You know, with the exception of screenings**
16 **and things of that nature, those would have been**
17 **facilitated onsite at the corporate client's**
18 **facility, but from what you were talking about, the**
19 **types of services that we would provide here, no,**
20 **they would come to our site.**
21 Q. The reason I ask, if you look on page 12 of
22 the agreement, there's a provision for
23 indemnification. Do you see that?
24 **A. Yes.**

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1 Q. Did DMH -- if you could just take a brief
2 look at that agreement itself, what I want to know is
3 if DMH has ever entered into a similar
4 indemnification agreement with any corporate
5 clients -- not identical necessarily, but similar.
6 **MR. KEHART:** If you know.
7 **THE WITNESS:** I don't know.
8 **BY MR. KURNIK:**
9 Q. Have you -- were you ever made aware that
10 the County was requesting indemnification in
11 connection with any lawsuit or making a claim for
12 indemnification based on this indemnity provision in
13 connection with any lawsuit that was filed against
14 the County?
15 **MR. KEHART:** Him personally?
16 **MR. KURNIK:** Him personally.
17 **THE WITNESS:** No.
18 **BY MR. KURNIK:**
19 Q. Did anybody ever tell you of any claim for
20 indemnification?
21 **A. No.**
22 Q. In connection with any of your other
23 corporate clients, are you aware of any other of your
24 corporate clients making any claim for

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1 indemnification in connection with any lawsuit that
2 may have been brought against them?
3 **A. No.**
4 Q. Now, you said your internal counsel reviews
5 all contracts?
6 **A. Yes.**
7 Q. I note on that, I believe with respect to
8 the cover sheet on the 2016 contract --
9 **A. Yes.**
10 Q. -- I note it was reviewed by -- is it a
11 Ms. Anderson?
12 **A. Correct.**
13 Q. Was that the internal counsel that you
14 referred to?
15 **A. Yes.**
16 Q. Was she counsel -- was she internal at the
17 time, or was she employed by the Kehart law firm?
18 **MR. KEHART:** As of either March 31st or
19 April 1st of '16, she went out to the hospital.
20 **BY MR. KURNIK:**
21 Q. Okay. Was she the internal counsel at the
22 time the 2014 agreement was --
23 **A. Yes.**
24 **MR. KEHART:** Yes.

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1 **MR. GORDON:** Did you understand the
2 question?
3 **BY MR. KURNIK:**
4 Q. My question was, was she the internal
5 counsel at the time of the 2014 agreement?
6 **A. Oh, '14? No. No, sorry.**
7 Q. Do you know how the determination of the
8 staffing requirements for the 2016 agreement were
9 arrived at --
10 **A. No.**
11 Q. -- or how the compensation was arrived at?
12 **A. No.**
13 Q. You looked at a provision as to who would
14 cover the costs of providing transportation in the
15 event of an emergency --
16 **A. Uh-huh.**
17 Q. -- that would require an ambulance, and in
18 connection with the provision of offsite services at
19 the hospital.
20 Based upon your understanding -- or do you
21 have an understanding as to who would make the
22 decision as to whether or not an ambulance would be
23 required, whether that would be a decision made by
24 Sheriff's staff or by your hospital staff?

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1 **A. I'd have to look at the agreement.**
2 **MR. KEHART:** Let me just say object, parole
3 evidence, but go ahead if you can.
4 Where was that?
5 **THE WITNESS:** I think it was in Section 3.
6 **BY MR. KURNIK:**
7 Q. Yes.
8 **A. It talks about bearing costs.**
9 **MR. KEHART:** Down here.
10 **THE WITNESS:** So it looks like it would be a
11 joint decision in accordance with the Sheriff's
12 Policies & Procedures.
13 **BY MR. KURNIK:**
14 Q. When you say joint decision --
15 **A. Well, I can read it.**
16 Q. Do you have any understanding as to how that
17 was implemented apart from what the agreement says?
18 **A. No.**
19 Q. Were you aware of any circumstances in which
20 the doctor or a nurse that was providing services at
21 the hospital made the decision on using an ambulance
22 to transport a patient?
23 **A. No.**
24 Q. Are you aware that Jo Bates is no longer

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1 employed by DMH?
2 **A. No, I'm not.**
3 Q. Do you know who provided services for --
4 medical services for the jail before DMH did?
5 **A. No, I don't.**
6 Q. Was it St. Mary's?
7 **A. I don't know that.**
8 Q. St. Mary's is the hospital here. I don't
9 live in this area.
10 **A. Yeah, they are. That would be a reasonable**
11 **assumption. I just don't know.**
12 Q. Do you know whether this is a contract, the
13 form -- whether this contract is the same form that
14 was entered into between St. Mary's and the County?
15 **A. I don't know that.**
16 Q. And that's where this contract came from?
17 **A. I don't know that.**
18 **MR. KURNIK:** That's all I have.
19 **MR. FRUEHLING:** Three quick questions.
20 **EXAMINATION**
21 **BY MR. FRUEHLING:**
22 Q. Mr. Ridley, thanks for your patience with us
23 this morning.
24 The first question is, because I don't think

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1 we've got the guy's name, do you know who was the
2 general counsel for DMH in 2014, or one of them? I'm
3 sorry.
4 **A. Paige Toth.**
5 Q. Is it P-A-I-G-E, T-O-T-H?
6 **A. P-A-I-G-E.**
7 Q. Okay.
8 **A. T-O-T-H.**
9 Q. Thank you.
10 **MR. KURNIK:** Paige Toth?
11 **THE WITNESS:** T-O-T-H.
12 **BY MR. FREUHLING:**
13 Q. I stand from a little bit different
14 perspective or situation than Mr. Kurnik, and so I
15 just want to ask a slightly different question than
16 he asked.
17 You indicated that you didn't have
18 conversations with anyone at the Macon County Jail,
19 including correctional officers. Is it fair to say
20 that you didn't have any conversations with retired
21 correctional officers as well?
22 **A. Yes. That's correct.**
23 Q. And the follow-up question, you're aware --
24 you're not aware of anyone speaking to you about

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1 conversations that they had with any retired
2 officers, correct?
3 **A. Correct.**
4 **MR. FREUHLING:** Okay. That's all I have.
5 **MR. GORDON:** I have just a couple follow-up.
6 **FURTHER EXAMINATION**
7 **BY MR. GORDON:**
8 Q. Who would have -- who's the individual at
9 DMH who would have the most knowledge with respect to
10 nursing standards and training of nurses during the
11 calendar year of 2015?
12 **A. So that's a broad question. As it relates**
13 **to correctional medicine or --**
14 Q. I'm starting with DMH, period.
15 **A. In that timeframe, that would have been**
16 **Linda Fahey.**
17 Q. Can you spell her last name?
18 **A. F-A-H-E-Y.**
19 Q. And she's in charge of training and
20 enforcing the policy as it relates to nursing
21 standards at DMH?
22 **A. She was the chief nursing officer at that**
23 **time.**
24 Q. Okay. Is she still employed by DMH?

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1 **A. Yes.**
2 Q. She's still the chief nursing officer?
3 **A. No.**
4 Q. What's her current role?
5 **A. Chief Operating Officer.**
6 Q. She has a background in nursing, is that
7 correct?
8 **A. Correct.**
9 Q. How about that same question as it relates
10 to standards for doctors, for medical doctors? Who,
11 during that time, implemented and, I guess, taught or
12 enforced the policies of DMH as it relates to certain
13 standards that its doctors would uphold?
14 **A. Those are governed through the medical staff**
15 **office.**
16 Q. Is there somebody who would have been the
17 head of that office during this time?
18 **A. Yes. I'm just trying to come up with the**
19 **right name for you. Yeah, it depends on what you're**
20 **looking for as to who I -- you know, I just --**
21 **I mean, we have a medical staff office that**
22 **has its own bylaws and has all of the training and**
23 **board certifications, licensing type documents, that**
24 **are kept there for all the doctors that are on**

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1 **medical staff.**
2 Q. So that medical office, do you know who led
3 that medical office during --
4 **A. Julie Brilley was the person that was -- the**
5 **director of the medical staff office during that**
6 **time.**
7 Q. Julie, what's her last name?
8 **A. Brilley, B-R-I-L-L-E-Y.**
9 Q. And is she still employed by DMH?
10 **A. Yes.**
11 Q. And what's her current title?
12 **A. Vice President of Physician Integration.**
13 Q. From my understanding, DMH has a diabetes,
14 like, care department or education component to it,
15 is that correct?
16 **A. Correct.**
17 Q. Can you tell us what that is?
18 **A. It's an outpatient diabetes program similar**
19 **to any other hospital's diabetes program where we**
20 **care for people with that particular disease in our**
21 **community.**
22 Q. That program was around in 2015, is that
23 correct?
24 **A. I believe so, yes.**

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1 Q. Okay. Can you tell me who heads that
2 program now?
3 **A. That program falls under our**
4 **rehabilitative -- rehabilitation services, and the**
5 **direct supervisor would be Jeff Brown, who reports to**
6 **me.**
7 Q. He's a medical doctor, Jeff Brown?
8 **A. No, he's a physical therapist.**
9 Q. Okay. Who's the most high ranking doctor
10 who's affiliated with the diabetes care center or
11 component that you all have at DMH?
12 **A. There are several doctors that participate**
13 **in that; some that are employed by DMH and others**
14 **that are employed by the SIU School of Medicine.**
15 Q. Tell me Jeff's name? I'm sorry.
16 **A. Jeff Brown.**
17 Q. Jeff Brown, okay. And so he also would have
18 led that department back in 2015?
19 **A. Yes. I'm not sure to the extent of the**
20 **functionality of that department three years ago, but**
21 **yes.**
22 Q. Okay. Fair enough. Have you ever been
23 informed that on the -- on the date that Michael
24 Carter, Sr., died at Macon County Jail that Dr. Braco

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1 expressed that he didn't want to incur a thousand
2 dollar ambulance bill for the County as the reason
3 why he gave an order for Michael Carter to be
4 transported at some point during the day via patrol
5 car, as opposed to an ambulance?
6 **A. No.**
7 **MR. KEHART:** Just say excluding lawyers, of
8 course, from that conversation; right?
9 **MR. GORDON:** Yes.
10 **MR. KEHART:** But he answered.
11 **THE WITNESS:** No.
12 **BY MR. GORDON:**
13 Q. Are you aware of any DMH policy that
14 expressly instructs its medical staff personnel to
15 not prioritize money or profits over the patients
16 that are under their care, whoever the medical staff
17 professional is?
18 **MR. KEHART:** Object; argumentative,
19 foundation.
20 **THE WITNESS:** No.
21 **BY MR. GORDON:**
22 Q. Okay. Other than any conversations that you
23 may have had with your lawyer or lawyers, how did you
24 first come to learn that someone had died at Macon

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1 County Jail on July 18th, 2015, who was apparently
2 under the care of DMH staff?
3 **A. Debbie Acciavatti had told me.**
4 Q. When did you have this conversation with
5 Debbie Acciavatti where she told you that Michael
6 Carter, Sr., had passed away?
7 **A. It was shortly after the incident. I don't**
8 **remember what the time period was.**
9 Q. Do you recall what she told you?
10 **A. No, other than that we had the death at the**
11 **jail.**
12 Q. Okay. She didn't tell you how it happened?
13 **A. No details.**
14 Q. Did you ask her any details?
15 **A. Not at that time, no.**
16 Q. At some future time did you ask her what
17 happened?
18 **A. I was aware of conversations that -- yeah.**
19 **I don't recall asking her specific questions.**
20 Q. You say you are aware of conversations.
21 That means what?
22 **A. Well, I understood that the situation**
23 **happened.**
24 Q. Sure.

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1 **A. I wasn't involved in it as a provider of**
2 **care. I'm not sure how you want me to answer that.**
3 Q. What I'm trying to find out --
4 **A. I didn't have any direct conversations with**
5 **her that went into details about this particular case**
6 **at that time, no.**
7 Q. Sure. You had said "I was not a provider of
8 care." You were not physically at the jail, right?
9 **A. Correct.**
10 Q. The corporate health department, that was
11 the unit at DMH that was charged with providing
12 healthcare at Macon County, correct?
13 **A. Yes.**
14 Q. The corporate health department ran by
15 Debbie Acciavatti, she reported to you, correct?
16 **A. That's correct.**
17 Q. She tells you "we had a death at the jail,"
18 right?
19 **A. Yes.**
20 Q. Do you, in turn, follow up with anybody
21 else? Let's put her to the side. Anybody else to
22 get to the bottom of -- all right; so what
23 happened -- or was that the extent of the
24 conversation that you had with anybody, other than

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1 your lawyers, about what happened with the patient
2 who was under the care of DMH while at Macon County
3 Jail?
4 **A. To my knowledge, at that point in time is**
5 **when the investigation started as to how the incident**
6 **happened.**
7 Q. Sure. And my question again is, did you
8 speak with anybody else other than Debbie Acciavatti
9 about what happened or what may have occurred that
10 led to Michael Carter's death, what happened after he
11 died, anything related to DMH's role or possible role
12 while he was under DMH's care at Macon County Jail?
13 **A. I did not get involved in that**
14 **investigation.**
15 Q. Okay. And no other conversations either,
16 correct?
17 **A. I don't recall.**
18 **MR. GORDON:** Okay. That's all I have.
19 Thanks.
20 **MR. KURNIK:** Nothing.
21 **MR. FREUHLING:** Just one clarification, if I
22 could.
23
24

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1 **FURTHER EXAMINATION**

2 **BY MR. FRUEHLING:**

3 Q. Julie Brilley, the name that came up, what
4 was the name of the office that she led?

5 **A. The medical staff office.**

6 Q. Okay. Was the -- was Julie Brilley the CMO
7 there?

8 **A. No. She's a nonphysician.**

9 Q. Oh, non?

10 **A. We didn't have a CMO at that time.**

11 Q. Okay. Very good.

12 Would the -- just out of curiosity, the
13 office there that Julie Brilley ran that you just
14 identified, did it have a compliance committee?

15 **A. Yes.**

16 Q. It did?

17 **A. Yes.**

18 **MR. FREUHLING:** Okay. Very good. Thank
19 you.

20 **THE WITNESS:** You're welcome.

21 **MR. KEHART:** Okay. You have a right to read
22 this and determine if there are any errors. I can
23 tell you that this young lady is very good at this,
24 but you do have a right to read it and make

*L*100*L**L*155*L*

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1 corrections and so forth.

2 So why don't we step out a minute?

3 **MS. LEWIS:** We're going to reserve signature
4 on it.

5 (Deposition concluded at 11:15 p.m.

6 Signature reserved.)

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In The Matter Of:
MC GEE v.
MACON COUNTY SHERIFF'S DEPARTMENT, et al.

DEBRA LEA ACCIAVATTI RENTON
December 7, 2018

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Page 1

1 UNITED STATES DISTRICT COURT
2 FOR THE CENTRAL DISTRICT OF ILLINOIS
3 URBANA DIVISION
4 FELITA MCGEE, as Independent)
5 Administrator of the Estate of)
6 MICHAEL CARTER, SR., deceased)
7 and as next-of-kin,)
8 Plaintiff,)
9 vs.) No. 2:16-cv-02221
10 MACON COUNTY SHERIFF'S)
11 DEPARTMENT; DECATUR MEMORIAL)
12 HOSPITAL; DMH CORPORATE HEALTH)
13 SERVICES; ROBERT BRACO, M.D., JO)
14 BATES, LPN; RANDELL WEST; LARRY)
15 PARSANO; TERRY COLLINS; MICHAEL)
16 PATTON; and JOSHUA PAGE,)
17 Defendants.)
18
19 DEPOSITION OF DEBRA LEA ACCIAVATTI RENTON
20 KEHART, WISE, TOTH & LEWIS
21 132 SOUTH WATER, SUITE 200
22 DECATUR, ILLINOIS
23 DECEMBER 7, 2018
24 12:00 P.M.
25
26 Reported and Transcribed by:
27 Rhonda Rhodes Bentley, CSR #084-002706

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1 STIPULATION
2
3 IT IS HEREBY EXPRESSLY STIPULATED AND
4 AGREED by and between the parties that the
5 deposition of DEBRA LEA ACCIAVATTI RENTON may be
6 taken on DECEMBER 7, 2018, at the Law Offices of
7 Kehart, Wise, Toth & Lewis, 132 South Water,
8 Suite 200, Decatur, Illinois, pursuant to the
9 applicable Supreme Court rules, local rules, and
10 the Code of Civil Procedure governing said
11 depositions.
12
13 IT IS FURTHER STIPULATED that the
14 necessity for calling the Court Reporter for
15 impeachment purposes is waived.
16
17
18
19
20
21
22
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24
25

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1 12:02 p.m.
2 DEBRA LEA ACCIAVATTI RENTON,
3 having first been duly sworn, testifies as
4 follows:
5 **EXAMINATION**
6 **BY MR. GORDON:**
7 Q. Hi. Good afternoon. Can you please
8 state your full name and spell it for the record.
9 A. Sure. It's Debra, D-e-b-r-a, Lea,
10 L-e-a, Acciavatti, A-c-c-i-a-v-a-t-t-i, Renton,
11 R-e-n-t-o-n.
12 Q. Ma'am, have you ever given a
13 discovery deposition before?
14 A. I've been deposed for other things,
15 perhaps not discovery.
16 Q. On approximately how many prior
17 occasions have you been deposed?
18 A. Three.
19 Q. Okay. Can you tell us the most
20 recent time you have given a deposition?
21 A. It was years ago, and it was for a
22 drug test that was performed on an individual
23 that they were contesting.
24 Q. Okay. How about the deposition prior
25 to the last one?

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1 A. That was for my divorce.
2 Q. Okay. And you indicated there were
3 three. So what was your first deposition?
4 A. It was in front of the Industrial
5 Commission for a work comp claim.
6 Q. Okay. Who were you employed by when
7 you appeared in front of the Industrial Work
8 Commission?
9 A. Decatur Memorial Hospital.
10 Q. Okay. And this workers' compensation
11 claim was made when?
12 A. I don't remember. It was probably 15
13 years ago, maybe 20.
14 Q. Okay. I understand you have some
15 experience giving depositions, and I want to go
16 over a few ground rules; hopefully, it make it go
17 somewhat smoothly today. Okay?
18 A. Okay.
19 Q. During the course of this deposition
20 I'll ask you various questions. To the extent
21 that you have information or knowledge that is
22 relevant to the question, the expectation is that
23 you will answer those questions. Answer the
24 questions out loud. In everyday language or
25 everyday communication, I can understand a

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1 nodding of the head or a shaking up and down, but
2 it's important because we have a court reporter
3 who's here that all of your words -- or excuse me
4 -- all of your communication is out loud so she's
5 able to transcribe that. Fair enough?
6 A. Fair enough.
7 Q. Also, to the extent that I ask a
8 question and I haven't spoken loud enough where
9 you actually hear me or if I've asked it in a way
10 that you just don't understand based upon how I
11 phrased it, by all means just say, look, I didn't
12 hear you or can you ask me that question in a
13 different way. Fair enough?
14 A. Fair enough.
15 Q. Also, during the course of the
16 deposition it is likely that at various times
17 some of the attorneys who are in the room who are
18 representing various parties to this case may
19 lodge certain objections. They're doing that for
20 purposes of the record. That maybe the judge
21 will look at the transcript later and make
22 certain rulings based upon their objections.
23 After they're done stating an objection, the
24 expectation is that you will still answer the
25 question even in spite of their objection.

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1 If you forget the question because of
2 maybe a back and forth between the attorneys,
3 either the question can be asked again or we can
4 have the court reporter read the question again.
5 Fair enough?
6 A. Fair enough.
7 Q. Okay. Can you tell us your current
8 home address?
9 A. 645 Brittany Court, Mt. Zion,
10 Illinois.
11 Q. And is that Brittany with a Y at the
12 end?
13 A. Yes.
14 Q. And how long have you lived at this
15 address?
16 A. A year and a half approximately.
17 Q. Who do you live with?
18 A. My husband Bruce Renton.
19 Q. How long have you been married?
20 A. Since May 2.
21 Q. Congratulations.
22 A. Thank you.
23 Q. And where did you live prior to this
24 address on Brittany Court?
25 A. 116 Hightide Drive.

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1 Q. 116?
2 A. **Hightide. It's one word.**
3 Q. Okay.
4 A. **Decatur.**
5 Q. And how long did you live at this
6 address?
7 A. **Approximately 22 years.**
8 Q. Okay. There was also -- I failed to
9 mention as I was explaining some of the basic,
10 you know, ground rules. It is also possible mid-
11 question that you have an understanding of
12 exactly what I'm attempting to ask you and you
13 may feel a desire, which is natural I think, to
14 stop me and answer mid-question, but for the same
15 reasons that your answers need to be out loud,
16 it's important to allow me to finish so she can
17 hear my entire question and also so she can hear
18 your entire answer. Okay. Fair enough?
19 A. **Fair enough.**
20 Q. Okay. Okay. Prior to living at the
21 Hightide address can you tell us where you lived
22 at?
23 A. **2012 Park -- I think it's Park Lane,**
24 **Urbana, Illinois.**
25 Q. And how long did you live at that

Page 10

1 address?
2 A. **Nine years.**
3 Q. Okay. Who did you live with at the
4 Hightide address?
5 A. **Part of the time my mother moved in**
6 **with me, and then I was married during part of**
7 **that time as well. So I lived with Tony**
8 **Acciavatti.**
9 Q. Johnny?
10 A. **Tony.**
11 Q. Tony Acciavatti. Okay. How long
12 were you married to Tony?
13 A. **31 years.**
14 Q. Okay. You also lived with him at the
15 Urbana address; is that correct?
16 A. **Yes.**
17 Q. Have you been married to anyone other
18 than Tony and your current husband?
19 A. **No.**
20 Q. Okay. Back in 2015 were you married?
21 A. **No, I was not.**
22 Q. Okay. When did you get divorced from
23 Tony Acciavatti?
24 A. **Let's see. January 18, 2010.**
25 Q. Okay. Can you tell us your highest

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1 level of education, please.
2 A. **A master's degree.**
3 Q. From where?
4 A. **University of Illinois.**
5 Q. And what did you study?
6 A. **My master's is in Health and Safety.**
7 Q. And when did you obtain this master's
8 degree in Health and Safety from the University
9 of Illinois?
10 A. **December 1982.**
11 Q. This is from University of Illinois
12 in Champaign?
13 A. **Yes, sir.**
14 Q. Okay. And any other degrees? I'm
15 assuming you have an undergraduate degree; is
16 that correct?
17 A. **I do. I have a B.S. degree in**
18 **clinical dietetics.**
19 Q. From where?
20 A. **The University of Oklahoma Health**
21 **Science Center.**
22 Q. When did you obtain that B.S. degree?
23 A. **1977.**
24 Q. Are you originally from Illinois
25 area?

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1 A. **Yes, I am.**
2 Q. Where at?
3 A. **Decatur.**
4 Q. Okay. Where did you go to high
5 school?
6 A. **Eisenhower High School.**
7 Q. Can you tell us your date of birth?
8 A. **1/2/54.**
9 Q. And do you have any plans on moving
10 to a new address from this current Brittany Court
11 home?
12 A. **Not currently.**
13 Q. Okay. Are you currently employed?
14 A. **I am adjunct faculty for Richland**
15 **Community College.**
16 Q. And how long have you had this
17 position?
18 A. **Since 1992.**
19 Q. And what course or courses do you
20 teach at Richland Community College?
21 A. **I teach Medical Terminology and**
22 **Nutrition and Diet Therapy.**
23 Q. How many hours per week do you teach
24 at this community college?
25 A. **I teach from 1 p.m. to 7:20 one day a**

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1 **week. Like I said, six hours and 20 minutes.**
2 Q. And how long have you taught from 1
3 p.m. to 7:20 at Richland Community College?
4 **A. The fall semester of 2018.**
5 Q. Did you have a similar schedule --
6 teaching schedule during the spring and fall
7 semesters of 2017?
8 **A. No. I taught from 5 to 8:30 one day**
9 **a week.**
10 Q. One day a week?
11 **A. Well, it was either one -- maybe it**
12 **was two.**
13 Q. Okay. So it was one or two?
14 **A. I think it was one day a week or two**
15 **days a week. I'm sorry.**
16 Q. Okay. Spring semester 2018 did you
17 teach from 1 p.m. to 7:20 or 5 to 8:30?
18 **A. 5 to 8:30.**
19 Q. Okay. How about in 2016?
20 **A. Same thing.**
21 Q. 2015?
22 **A. I think then I taught two days a**
23 **week.**
24 Q. Okay.
25 **A. And then in the summer I teach Monday**

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1 **through Thursday. I taught Monday through**
2 **Thursday.**
3 Q. So back in 2015 you said that you
4 taught two days a week; is that correct?
5 **A. Yes.**
6 Q. Was that also from 5 to 8:30?
7 **A. Yes.**
8 Q. Okay. 5 p.m. to 8:30 p.m.?
9 **A. Yes.**
10 Q. Which two days of the week?
11 **A. I believe it was Mondays and**
12 **Wednesdays.**
13 Q. Do you have any other current jobs or
14 are you employed by anyone else other than the
15 Richland Community College?
16 **A. No, I'm not.**
17 Q. Okay. For a period of time you were
18 employed by Decatur Memorial Hospital; is that
19 correct?
20 **A. Correct.**
21 Q. For approximately how many hours were
22 you in the employ of DMH?
23 **A. 36 and a half years.**
24 Q. Can you tell us the month and year
25 that you started working at Decatur Memorial

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1 Hospital?
2 **A. 11/19/1979.**
3 Q. 11/19/1979?
4 **A. Correct.**
5 Q. And up until when?
6 **A. Until June 20, 2016.**
7 Q. What was your job title when you
8 started working approximately 36 years ago at
9 Decatur Memorial Hospital?
10 **A. Clinical dietitian, and I was the**
11 **coordinator during that time, clinical**
12 **coordinator.**
13 Q. And can you tell us briefly what your
14 job duties or job description would have been as
15 a clinical dietitian and a coordinator back in
16 1979 when you were first hired on at Decatur
17 Memorial Hospital?
18 **A. When I was first hired as a clinical**
19 **dietitian, I was responsible for patients and**
20 **their diets, giving discharge instructions, and**
21 **doing outpatient diet counseling.**
22 Q. Okay. How long did you hold that
23 position as clinical dietitian?
24 **A. Until -- I'm trying to think when I**
25 **became the coordinator. Probably approximately**

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1 **1987, and then I became the clinical coordinator.**
2 Q. Okay. That was in 1987?
3 **A. Yes.**
4 Q. So from 1979 until 1987 you were a
5 clinical -- your title was clinical dietitian,
6 correct?
7 **A. Correct.**
8 Q. 1987 this is a promotion of sorts
9 where you become a coordinator; is that correct?
10 **A. Correct.**
11 Q. Coordinator of what?
12 **A. Coordinator of dietitian schedules**
13 **and that sort of thing.**
14 Q. So you were -- were you in a
15 supervisory capacity at that point?
16 **A. Just over the dietitians, yes.**
17 Q. How many dietitians were you
18 supervising in 1987? An approximate number is
19 okay.
20 **A. Three to four.**
21 Q. And how long did you hold this
22 position as coordinator?
23 **A. Until I became the administrative**
24 **director of DMH Corporate Health Services. So**
25 **approximately a year.**

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1 Q. You say DMH Corporate Health?
2 **A. Health Services.**
3 Q. Okay. Can you tell us what that
4 is -- what DMH Corporate Health Services is?
5 **A. It's a department of Decatur Memorial**
6 **Hospital.**
7 Q. Which does what -- which serves what
8 function?
9 **A. We provide medical services to**
10 **companies.**
11 Q. Pursuant to contract; is that
12 correct?
13 **A. Correct.**
14 Q. How long did you hold this position
15 as administrator of DMH Corporate Health
16 Services?
17 **A. From 1988 until 2016.**
18 Q. How did you come to get the position
19 as administrator of DMH Corporate Health Services
20 to your understanding?
21 **A. It was a good fit because I had a**
22 **master's degree in Health and Safety.**
23 Q. What about the fact that you had a
24 master's degree in Health and Safety leads you to
25 believe it was a good fit for you to become

Page 18

1 administrator of DMH Corporate Health Services?
2 **A. Because we worked a lot with**
3 **companies and their safety directors, and I had a**
4 **basic understanding of corporate needs for both**
5 **occupational medicine and wellness.**
6 Q. Did you have a staff that you
7 supervised in this role as administrator of DMH
8 Corporate Health Services at the time you were
9 hired or up until 2016?
10 **A. I did.**
11 Q. Okay. And when -- strike that. How
12 many people did you supervise?
13 **A. When I left Corporate Health I**
14 **supervised 92 employees.**
15 Q. When you left Corporate Health. I'm
16 confused.
17 **A. It grew from approximately 20**
18 **employees to 97 employees from 1988 until 2016.**
19 Q. Okay. From 20 -- how many -- I'm
20 sorry. 22 or 23 employees?
21 **A. Correct.**
22 Q. Okay. So '97 you said?
23 **A. Correct.**
24 Q. Okay. So at the time you left there
25 were 97 employees in 2016; is that correct?

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1 **A. Approximately, yes.**
2 Q. Okay. And the job titles of the 97
3 employees varied; is that correct?
4 **A. Varied.**
5 Q. Can you tell us what some of the job
6 titles were of the jobs you supervised or the
7 roles you supervised?
8 **A. I supervised administratively the**
9 **physicians, two managers or three managers,**
10 **certified medical assistants, registered nurses,**
11 **office staff, and CNAs, and actually there were**
12 **four managers.**
13 Q. Okay. Is there anybody else you want
14 to add to the list?
15 **A. Not that I can think of.**
16 Q. Okay. You had said that you
17 administratively supervise physicians; is that
18 correct?
19 **A. Administratively, yes.**
20 Q. Okay. So what does that mean that
21 you had administratively supervised physicians?
22 **A. I helped coordinate their schedules.**
23 Q. You personally or someone who you
24 supervised helped to coordinate?
25 **A. Someone I supervised.**

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1 Q. Helped to coordinate physicians'
2 schedules?
3 **A. Correct. I need to add physician's**
4 **assistants and nurse practitioners to that list**
5 **as well, please.**
6 Q. Okay. As far as the registered
7 nurses were concerned and the nurse
8 practitioners, what type of supervisory role did
9 you have for individuals who occupied those
10 roles?
11 **A. Only administratively.**
12 Q. Meaning the same thing as you
13 described with respect to doctors coordinating
14 their schedules?
15 **A. Coordinating their schedules. I did**
16 **their evaluations in cooperation with the**
17 **physician.**
18 Q. Any other supervisory role that you
19 played as it related to registered nurses or
20 nurse practitioners?
21 **A. Not that I can think of.**
22 Q. And when you say nurse practitioners,
23 these include LPNs, correct?
24 **A. LPNs are separate than nurse**
25 **practitioners.**

Page 21

1 Q. Okay. Did you also supervise from
2 time to time LPNs in an administrative
3 capacity --
4 **A. Correct.**
5 Q. -- during your role as the
6 administrative DMH Corporate Health Services?
7 **A. Yes, there was one LPN.**
8 Q. Who was the LPN?
9 **A. Melissa Haliburton.**
10 Q. You said there was only one?
11 **A. Yes.**
12 Q. This was one at the time you left?
13 **A. Yes.**
14 Q. Okay. During that --
15 **A. Over the years there may have been**
16 **others.**
17 Q. Okay. Were you at all involved in
18 the negotiation of any type of contracts between
19 DMH and any outside corporations or companies
20 that were seeking to do business with DMH for the
21 delivery of some type of healthcare services to
22 their entity?
23 **A. Yes.**
24 Q. Okay.
25 **A. I need to add an account executive**

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1 **that I supervised as well.**
2 Q. Okay. Approximately how many times
3 between 1988 and 2016 were you involved in some
4 capacity with the negotiation of a contract for
5 healthcare services between DMH and some outside
6 corporate entity?
7 **A. The account executive did most of the**
8 **negotiations. I approved the contracts and ran**
9 **the numbers for what we would charge for those**
10 **services.**
11 **MR. GORDON:** I'm sorry. Can you read
12 back the answer?
13 (Whereupon the requested portion of
14 the record was read by the court reporter.)
15 **BY MR. GORDON:**
16 Q. Thank you. To your understanding was
17 this for all contracts that were entered into
18 between DMH and outside companies who were
19 looking to have healthcare services delivered by
20 DMH to their entity?
21 **A. Yes.**
22 Q. So you said the account executive
23 would do most of the negotiation. Would you from
24 time to time be involved in some capacity with
25 the negotiation as well?

Page 23

1 **A. Yes.**
2 Q. Okay. That was a common part of your
3 job?
4 **A. Yes.**
5 Q. Okay. Something that you would do in
6 the ordinary course of business in your role as
7 the administrator of DMH Corporate Health
8 Services from 1988 until 2016?
9 **A. Yes.**
10 Q. Okay. You also said that you would
11 approve the contract; is that correct?
12 **A. Initially, and then they would be**
13 **signed by whoever I reported to in administration**
14 **at Decatur Memorial Hospital.**
15 Q. At the time you left in 2016 who did
16 you report to at DMH?
17 **A. It went back and forth between John**
18 **Ridley and Dave Samples.**
19 Q. Dave who?
20 **A. Samples.**
21 Q. Can you spell that?
22 **A. S-a-m-p-l-e-s.**
23 Q. And from 2014 to 2015 who did you
24 report to at DMH?
25 **A. John Ridley.**

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1 Q. What are the steps would you take,
2 generally speaking, to approve a contract prior
3 to, I guess, having a conversation with your
4 higher up? What steps would you take to approve
5 a contract?
6 **A. I would meet with the company, with**
7 **the account executive, draw up the contract. We**
8 **had templates for most of them. If it was large**
9 **corporations, I would run a financial proforma,**
10 **and administration would then sign the contract.**
11 Q. Would you typically have a meeting
12 with someone in administration prior to them
13 signing the contract, or would you just forward
14 the contract along through some type of digital
15 email or internal email and then get the contract
16 back signed? How would it typically work?
17 **A. Both. Some of them would be mailed**
18 **directly to them, they would sign them and email**
19 **them back. Some of them I would hand deliver to**
20 **them.**
21 Q. Did you from time to time have
22 meetings about some of the contracts, or would
23 you just essentially do a handoff and then expect
24 for it to be signed and then get it back?
25 **A. Generally we didn't have meetings**

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1 regarding the contracts unless it was a large
2 corporation and they had questions about the
3 financial proforma that I submitted.
4 Q. Can you tell us generally the --
5 generally speaking, the type of companies or
6 corporations that DMH entered into contracts with
7 during your time that the company profile -- the
8 type of companies maybe that would kind of fit
9 this profile that you all did business with?
10 A. We would do the larger corporations
11 in town.
12 Q. Such as?
13 A. Archer Daniels Midland. We had a
14 contract to provide medical services for their
15 employees. So I oversaw ADM medical facility.
16 We had mobile units that traveled nationwide and
17 performed services for them.
18 Q. Any other companies you can think of?
19 A. We provided services to Ameren, City
20 of Decatur, the police department, the
21 contractors at ADM, Decatur Sanitary District. I
22 had an extensive list of contracts.
23 Q. And at the time that you left in 2016
24 was the list extensive?
25 A. Yes.

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1 Q. Is it fair to say that the list was
2 extensive from the time you started in '88 up
3 until 2016?
4 A. The business grew significantly over
5 the years.
6 Q. Okay. And that coincided with the
7 growth in the number of employees, correct?
8 A. Could you repeat that? I'm sorry.
9 Q. The growth in the business as you
10 just described also coincided with the growth in
11 the number of employees? I think you said there
12 were maybe 22 to 23 when you started in that role
13 in '88 and it grew to about 97 by 2016, correct?
14 A. That would be correct.
15 Q. Okay. Do you have an idea of how
16 much revenue DMH made from these corporate
17 contracts any given year between maybe 2010 up
18 until the time that you left in 2016?
19 MR. KEHART: Object. Relevance.
20 A. Four to five million approximately.
21 BY MR. GORDON:
22 Q. Each year?
23 A. Correct.
24 Q. Okay. That's your understanding is
25 that a gross revenue or --

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1 A. That's gross revenue.
2 Q. -- net? Okay. That's just on the
3 corporate side, correct?
4 A. DMH Corporate Health Services only.
5 Q. Okay. At a certain point DMH entered
6 into a contractual agreement with the Macon
7 County Sheriff's Department; is that correct?
8 A. Correct.
9 Q. Prior to DMH entering into the
10 contract with Macon County for provisions of
11 healthcare services at Macon County Jail had you
12 known DMH to have entered into any contract with
13 any other correctional facility pursuant to a
14 contract to provide healthcare services at that
15 facility?
16 A. Not any other correctional
17 facilities.
18 Q. Okay. From your understanding being
19 in that role since 1988 as the administrator of
20 DMH Corporate Health Services, this was the first
21 time that DMH had gotten into the business of
22 providing healthcare services in a correctional
23 setting; isn't that true?
24 A. That's true, but we did provide
25 services and have staff at other companies in

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1 town -- in town and the surrounding area. So,
2 for instance, we had a nurse at Hydrogear.
3 Q. You had a nurse where?
4 A. At Hydrogear.
5 Q. Hydrogear which is a company?
6 A. Yes, correct.
7 Q. Okay. So you had other -- you had
8 other contracts where you basically outsourced
9 the services of a health professional who was
10 basically stationed at that particular place,
11 correct?
12 A. Correct.
13 Q. Okay. But as far as the contract
14 with Macon County and for the provision of
15 services at its jail, the first time DMH was in
16 the jail business was when the contract was
17 entered into with Macon County, correct?
18 A. Correct.
19 Q. Okay. Do you have an understanding
20 as to how DMH came to enter into a contract with
21 Macon County?
22 A. I believe we bidded on it.
23 Q. Do you know how DMH came to bid on
24 the contract with Macon County?
25 A. It was advertised that was available,

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1 **and administration asked me to bid on that**
2 **contract.**
3 Q. Who in administration asked you to
4 bid on the contract?
5 **A. I believe at the time it was Tim**
6 **Stone.**
7 Q. What is your understanding of Tim
8 Stone's job title at DMH when he asked you to bid
9 on the Macon County contract?
10 **A. He was the chief operating officer**
11 **and executive vice president.**
12 **MR. KURNIK:** Is that Tim or Kim?
13 **THE WITNESS:** Tim.
14 **MR. KURNIK:** Thank you.
15 **BY MR. GORDON:**
16 Q. Do you recall what he said to you in
17 relationship to this bid the very first time he
18 mentioned it to you?
19 **A. I just believe that he asked me to**
20 **investigate the opportunity, and that's what I**
21 **did.**
22 Q. Okay. Tell us what you did to
23 investigate the opportunity as you described.
24 **A. I believe I contacted the sheriff's**
25 **office, and they sent the information as to what**

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1 **they were looking for.**
2 Q. And what information did they send
3 over to you?
4 **A. I'm sorry, I don't remember. That**
5 **was like ten years ago.**
6 Q. So it was approximately ten years ago
7 you feel like the sheriff's office sent
8 information over to you?
9 **A. Ten to 12, yes.**
10 Q. So what happened next?
11 **A. We submitted a proposal, and they**
12 **accepted the proposal.**
13 Q. How did you come to create a proposal
14 for this bid?
15 **A. I believe they had a request for**
16 **proposals called RFPs.**
17 Q. Given that the -- strike that. Had
18 you ever had any experience in negotiating or
19 bidding on a contract that related to the
20 provision of healthcare services inside of a
21 correctional setting?
22 **A. No.**
23 Q. Okay. Did you do anything beyond
24 your norm as far as your preparation to maybe
25 enter into negotiations with your typical company

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1 or corporate partner or outside contact? Did you
2 do anything different in preparation for this
3 particular bid considering that it was somewhat
4 different, it being a jail?
5 **A. I was instructed by administration to**
6 **submit a proposal, and that's what I did.**
7 Q. Right. So my question is a little
8 bit different than your answer. So I'm asking if
9 you did anything different than maybe what you
10 had done considering that the jail context -- the
11 jail setting is different than probably your
12 normal like Hydrogear where you had a nurse at
13 Hydrogear. Sending the nurse to Hydrogear seems
14 like it would be different than sending a nurse
15 to Macon County Jail.
16 **A. No, I did not.**
17 Q. Did you ask anybody for -- did you
18 seek out any guidance on the expertise in terms
19 of maybe how to fashion a proposal or take into
20 consideration the context of the jail setting as
21 you prepared the proposal?
22 **A. It was felt by administration that it**
23 **was a good fit for our department since we had**
24 **experience placing healthcare professionals**
25 **on-site with companies.**

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1 Q. On-site with companies. Did any
2 conversation come up with anybody in
3 administration that this is -- this is not a
4 regular company, this is a jail? Was there
5 any -- was there any deviance from the normal
6 conversation that you would have had with your
7 higher ups given that this was a jail context?
8 **A. No.**
9 **MR. KEHART:** Object. Vague.
10 Argumentative. Go ahead. That's fine.
11 **A. No.**
12 **BY MR. GORDON:**
13 Q. Okay. And you said Tim -- Tim Stone
14 was your boss at this time or who you reported
15 to?
16 **A. Correct.**
17 Q. Okay. So it was Tim Stone who told
18 that you this would be a good fit because you all
19 had prior experience placing staff at company
20 sites, correct?
21 **A. Correct.**
22 Q. So tell us what happened next after
23 you forwarded the proposal?
24 **A. Then the Macon County Sheriff's**
25 **Department accepted the proposal, and we were**

Page 33

1 awarded the contract.
2 Q. Okay. So you say you were awarded
3 the contract. Ultimately a contract had to be
4 signed and entered in between both parties,
5 correct?
6 A. Correct.
7 Q. Okay. Did you have an opportunity to
8 read and review the contract prior to the initial
9 contract being signed by someone from DMH?
10 MR. KEHART: Object to the contract.
11 I think that's vague, but go ahead.
12 BY MR. GORDON:
13 Q. Okay. Strike that. You submit the
14 proposal. The proposal was accepted, and DMH was
15 awarded the business, correct?
16 A. Correct.
17 Q. Okay. To document the agreement it
18 is your understanding that both parties then
19 signed a contract, correct?
20 A. Correct.
21 Q. Okay. So when I say first contract,
22 I mean the first contract after DMH was awarded
23 the business; fair enough? Just for purposes of
24 going forwards, you understand the first contract
25 I'm referencing is the first agreement that's

Page 34

1 signed after DMH is awarded the business, all
2 right?
3 A. Correct.
4 Q. Okay. At some point in your
5 understanding someone at DMH did sign the first
6 contract, correct?
7 A. Correct.
8 Q. Okay. Prior to someone at DMH
9 signing the first contract did you have an
10 opportunity to read and review that contract as
11 part of your role as the administrator of DMH
12 Corporate Health Services?
13 A. I did read the contract.
14 Q. Okay. Prior to someone signing it,
15 correct?
16 A. Correct.
17 Q. Okay. And that was done pursuant to
18 your role as administrator, correct?
19 A. Correct.
20 Q. Who drafted the first contract
21 between DMH and Macon County?
22 A. The Macon County Sheriff's
23 Department.
24 Q. How do you know Macon County drafted
25 the contract?

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1 A. They sent it to me.
2 Q. Okay. They sent it to you. Fair.
3 And the contract they sent to you was for the
4 provision of medical services to its jail,
5 correct?
6 A. Correct.
7 Q. Did you have an understanding that
8 anyone on the Macon County side knew anything
9 about medicine or medical services?
10 MR. KEHART: Object. Speculative.
11 A. I -- I -- I don't know.
12 Q. Right. So that's the question I'm
13 asking. Did you know or do you know if anyone on
14 the Macon County side had any experience or any
15 knowledge as it related to the provision of
16 medical care or health services at the time they
17 sent you the contract?
18 A. Sheriff --
19 MR. KEHART: I'm sorry. Object to
20 Macon County side. I don't know if that means
21 sheriff or perhaps someone else. So I object on
22 that basis.
23 BY MR. GORDON:
24 Q. Okay. Strike that. Let me clean
25 that up. In your understanding the first

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1 contract that was entered in was between DMH,
2 Decatur Memorial Hospital, and Macon County,
3 correct?
4 A. Correct.
5 Q. Okay. So when I say Macon County
6 side, I mean Macon County. All right?
7 A. Okay.
8 Q. Okay. So my question you didn't have
9 any knowledge either way whether anyone from the
10 Macon County side had any medical knowledge or
11 expertise in the provision of healthcare services
12 at its jail at the time someone sent you the
13 proposed contract, correct?
14 MR. KEHART: Again object to the use
15 of the word signed.
16 BY MR. GORDON:
17 Q. Okay.
18 A. Sheriff Schneider sent the contract
19 and had provided medical services for many years.
20 So I assume that he was familiar with the medical
21 requirements for the jail.
22 Q. So that was an assumption that you
23 made, but you don't know, correct?
24 A. Correct.
25 Q. Okay. You didn't speak to him about

Page 37

1 his knowledge base in that area, correct?

2 **A. I don't recall.**

3 Q. Okay. In fact you -- DMH was being

4 contracted based upon its presumptive medical

5 expertise and health expertise, correct?

6 **A. Correct.**

7 **MR. KEHART:** I'm sorry. Could you

8 read that back, please.

9 (Whereupon the requested portion of

10 the record was read by the court reporter.)

11 **MR. KEHART:** I object. Foundation.

12 Argumentative. Yeah, go ahead. You've answered

13 it.

14 **BY MR. GORDON:**

15 Q. Was there any negotiation back and

16 forth with respect to any of the terms of the

17 first contract after Sheriff Schneider sent that

18 proposal over to you guys?

19 **A. Not that I recall.**

20 Q. Okay. If in fact there was

21 negotiation, that's something that would have

22 been handled by your department and that same

23 department that was led by you, correct?

24 **A. In conjunction with administration.**

25 Q. Okay. As you sit here today you are

Page 38

1 not aware of any negotiation of any terms that

2 was conducted by either someone from your staff

3 in DMH corporate or someone from administration,

4 correct?

5 **A. Not that I'm aware of.**

6 Q. Okay. Is it your understanding that

7 the first contract that was sent to your

8 attention by Sheriff Schneider that it was signed

9 as is with no changes?

10 **A. As I recall, yes.**

11 Q. Prior to the contract being -- the

12 first contract being signed, had you had the

13 opportunity to meet face-to-face with anyone from

14 the jail?

15 **A. I met with Sheriff Schneider and Tony**

16 **Brown.**

17 Q. And that was prior to the contract

18 being signed?

19 **A. I believe so.**

20 Q. And after the proposal that you all

21 submitted being accepted, the bid being accepted?

22 **A. Correct.**

23 Q. And where did this meeting take place

24 between you and Sheriff Schneider and -- you said

25 Tony Brown?

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1 **A. At Schneider's office, Sheriff**

2 **Schneider's office.**

3 Q. Was there anybody else present?

4 **A. Probably the account executive at the**

5 **time.**

6 Q. Okay. Do you recall anything from

7 this meeting?

8 **A. I don't.**

9 Q. Do you know why you had the meeting?

10 **A. Probably just to ask some general**

11 **information about some of the contract terms, to**

12 **do a meet and greet so that we could put faces to**

13 **the names.**

14 Q. Do you recall anything else beyond

15 the general questions and it just being a meet

16 and greet, put faces with the names?

17 **A. I don't remember anything else about**

18 **it.**

19 Q. Do you recall if you took any notes

20 from this initial meeting?

21 **A. Oh, I probably did.**

22 Q. Do you know if those notes would have

23 been maintained at DMH in any capacity?

24 **A. I don't know.**

25 Q. Have you had a chance to take a look

Page 40

1 at any documents in preparation for your

2 deposition today?

3 **A. I have not.**

4 Q. You said that you -- you said that

5 you left DMH in 2016; is that correct?

6 **A. Correct.**

7 Q. Tell us the circumstances surrounding

8 you leaving DMH in 2016.

9 **A. I was terminated.**

10 Q. So you worked there for 36 years, and

11 then you were terminated in which month, I'm

12 sorry, of 2016?

13 **A. June.**

14 Q. June 2016. Okay. Tell us the

15 circumstances surrounding you, as you understand

16 them to be, being terminated from the employment

17 of Decatur Memorial Hospital.

18 **A. I was put on administrative leave on**

19 **June 13. I was called to Human Resource on June**

20 **20 and given a letter that I was terminated.**

21 Q. Were you told why you were being

22 terminated?

23 **A. I was not.**

24 Q. Okay. So what did the letter say?

25 **A. That I was terminated.**

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1 Q. That was it?
2 A. **Correct.**
3 Q. Okay. Did you ask anyone why you
4 were being terminated?
5 A. **I -- I really don't -- I don't**
6 **recall. Probably not.**
7 Q. Did it surprise you that you were
8 being terminated?
9 A. **I -- they had counseled me starting**
10 **in January primarily for the accounts receivable**
11 **and workers' comp.**
12 Q. They had cancelled you or counseled
13 you?
14 A. **Counseled me.**
15 Q. Counseled meaning what? I'm sorry.
16 A. **That they did a formal disciplinary**
17 **action.**
18 Q. Okay. Based upon what?
19 A. **The accounts receivable for workers'**
20 **compensation.**
21 Q. Okay. But what was the issue?
22 A. **It takes a long time to get paid for**
23 **work comp especially if it's in litigation.**
24 Q. Okay.
25 A. **And so I was asked to write off two**

Page 42

1 **million dollars.**
2 Q. And how did you respond to that?
3 A. **I wrote it off.**
4 Q. So I'm -- I don't know if I'm not
5 following -- so have you learned the basis of
6 your termination or why you were terminated?
7 A. **Not totally.**
8 Q. Okay. Well, partially have you come
9 to understand?
10 A. **I think primarily it was because of**
11 **the accounts receivable.**
12 Q. They were trying to save money from
13 your understanding or what?
14 A. **They didn't like their accounts**
15 **receivable being that high.**
16 Q. Based upon your workers' compensation
17 claim or what?
18 A. **Not -- no. We provided work comp**
19 **services to companies.**
20 Q. Okay. Okay. Okay. I remember you
21 mentioning earlier you had a workers' comp claim
22 so forth. Okay.
23 A. **I didn't personally have a workers'**
24 **comp claim.**
25 Q. Okay. Okay. I was confused. So

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1 from your understanding you were terminated for
2 unsatisfactory work performance; is that a fair
3 way to classify it?
4 **MR. KEHART:** Object to argumentative.
5 Go ahead.
6 A. **Yes.**
7 **BY MR. GORDON:**
8 Q. Okay. And who was -- who did you
9 report to at the time you were terminated?
10 A. **Dave Samples.**
11 Q. Do you recall the last time you had
12 an opportunity to see the -- see either of the
13 contracts -- any of the contracts between Decatur
14 Memorial Hospital and Macon County?
15 A. **The last time it was signed.**
16 Q. Okay. It's fair to say that each
17 contract that would have been signed by DMH and
18 Macon County that you would have had an
19 opportunity to read and review those contracts
20 prior to signing and obviously prior to you being
21 terminated?
22 A. **Correct.**
23 Q. Okay. I'm going to show you -- I'll
24 come to that in a second. You know who Nurse
25 Bates -- Jo Bates is?

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1 A. **I do.**
2 Q. Okay. How did you first come to, I
3 guess, meet Jo Bates or understand who she was?
4 A. **She applied for a position that was**
5 **available at the Macon County Jail.**
6 Q. Okay. And how did you come to first
7 actually meet her?
8 A. **An interview was arranged through the**
9 **human resources department.**
10 Q. Did you have anything to do with the
11 arrangement of the interview?
12 A. **They called me and asked about my**
13 **schedule and I met with Jo.**
14 Q. Okay. Do you have a recollection of
15 that meeting?
16 A. **Vaguely. I usually met with**
17 **candidates for a very short period of time. They**
18 **interviewed with the medical director, and the**
19 **manager at the jail, and then they made**
20 **recommendations to me as to who they would like**
21 **me to hire.**
22 Q. Okay. Do you have a recollection of
23 meeting with Jo Bates?
24 A. **No.**
25 Q. Okay. It's fair to say that since

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1 you don't have a recollection of meeting with her
2 that you don't have a recollection of what may
3 have been said by you or said by her during that
4 meeting?
5 **A. During the interviewing process?**
6 Q. During the interviewing process,
7 correct.
8 **A. Generally I explained my role, and I**
9 **know that she had previous experience in**
10 **correctional facilities, and that's about all I**
11 **remember.**
12 Q. Okay. Pursuant to its contract with
13 Macon County are you aware of any type of
14 training program that DMH had for new hires who
15 would be entering into the jail setting to
16 provide healthcare services pursuant to the
17 contract?
18 **A. The individuals who were hired for**
19 **the jail were given on-the-job training. They**
20 **also had CBLs that all clinical people at the**
21 **hospital had to complete.**
22 Q. CBLs.
23 **A. That was their educational program.**
24 Q. Whose educational program?
25 **A. DMH's. And they completed some of**

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1 **the CBLs the same as the ER nurses.**
2 Q. So it is your testimony that all new
3 hires prior to -- strike that. Were the CBLs
4 programs you said was offered by DMH, was that a
5 program that had to be completed by new hires
6 prior to being allowed to work at Macon County --
7 **A. No.**
8 Q. -- Jail?
9 **A. It was during the course of their**
10 **employment. Most of their training was on the**
11 **job given by the manager at the jail.**
12 Q. Given by the manager at the jail?
13 **A. Right. They would shadow and work**
14 **with that person, sign off on competencies that**
15 **were developed, and then once it was determined**
16 **that they met those competencies they were**
17 **allowed to work their independent shift at the**
18 **Macon County Jail.**
19 Q. Okay. When you say they were
20 shadowed by the manager at the jail, who -- this
21 is a manager that was hired by DMH or by Macon
22 County?
23 **A. By DMH.**
24 Q. Okay. Who was the manager at the
25 jail during 2015 or managers at the jail during

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1 2015?
2 **A. Edna Morgan.**
3 Q. Edna Morgan?
4 **A. Uh-huh.**
5 Q. Yes?
6 **A. Yes.**
7 Q. Okay. Any other managers at the
8 jail?
9 **A. Becky Whitfield was the manager**
10 **before that.**
11 Q. Is it still during calendar year
12 2015?
13 **A. I don't -- I don't remember when the**
14 **transition occurred between Becky Whitfield and**
15 **Edna Morgan.**
16 Q. Okay. Was Edna Morgan still working
17 at the jail at the time you were terminated?
18 **A. Yes.**
19 Q. What is your understanding of what
20 the on-the-job training entailed for a new hire
21 LPN such as Jo Bates who would have worked at the
22 jail at Macon County Jail during 2015?
23 **A. They learned how to pass medications,**
24 **how to treat prisoners who had special needs, and**
25 **manage the cells for lack of a better word in**

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1 **medical.**
2 **MR. JENNETTEN:** Sales or cells?
3 **A. Cells.**
4 **MR. JENNETTEN:** All right.
5 **BY MR. GORDON:**
6 Q. You say managed the cells.
7 **A. They -- for individuals who were**
8 **incarcerated who had special medical conditions,**
9 **they would -- they had two jail cells in medical**
10 **where they would closely monitor those people.**
11 Q. Meaning what?
12 **A. Medically monitor them.**
13 Q. Okay. When you say closely monitor,
14 even medically monitored, what is your
15 understanding as to the on-the-job training that
16 an LPN would have received as it relates to
17 closely monitoring someone?
18 **A. They received medical training from**
19 **the physician as the physician set the guidelines**
20 **for those individuals. So there were protocols**
21 **on-site and then how to dispense medications,**
22 **take care of TB testing, intake physicals. Those**
23 **were all done by the medical staff.**
24 Q. That medical staff in 2015 and at
25 Macon County Jail, that medical staff was

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1 actually staff that was hired or employees of
2 DMH, correct?
3 **A. Correct.**
4 Q. You said there were protocols
5 on-site?
6 **A. That were written by the medical**
7 **director.**
8 Q. Who employed the medical director?
9 **A. DMH Corporate Health Services.**
10 Q. Okay. And it's your understanding
11 that in 2015 Dr. Robert Braco was the medical
12 director at Macon County Jail?
13 **A. Correct.**
14 Q. Okay. So it is -- okay. Strike
15 that. Is it your understanding that Dr. Braco
16 drafted written protocols that were housed at the
17 jail that would give guidance to an LPN such as
18 Jo Bates who received on-the-job training as to
19 what to do in certain situations as it related to
20 those individuals who were in the custody of
21 Macon County?
22 **MR. KEHART:** Object. Foundation. Go
23 ahead.
24 **A. Correct.**
25 **BY MR. GORDON:**

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1 Q. And how did you come to have this
2 understanding?
3 **A. I saw the protocols.**
4 Q. You saw the protocols?
5 **A. I know they were there, and it was**
6 **part of the competency list that the manager from**
7 **the jail signed off.**
8 Q. So when and where did you see these
9 protocols that you say were drafted by Dr. Braco?
10 **A. They were at the nursing desk.**
11 Q. Was it a booklet, a manual, or a
12 single sheet of paper or --
13 **A. It was several protocols. It was in**
14 **a manual -- notebook manual.**
15 Q. Do you know if a copy of these same
16 protocols were kept at DMH?
17 **A. They were kept at DMH Corporate**
18 **Health Services as well.**
19 Q. Okay. In your understanding when you
20 left in 2016 these same protocols were still at
21 DMH Corporate, correct?
22 **A. Corporate and the jail, yes.**
23 Q. Okay. At both places, the jail and
24 DMH Corporate?
25 **A. Correct.**

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1 Q. Okay. Do you know where these
2 protocols were -- strike that. Do you know where
3 the protocols were stored at DMH? The copy that
4 was at DMH, do you happen to know where that was
5 located?
6 **A. In my office.**
7 Q. Okay. Did you leave it in your
8 office when you left in 2016?
9 **A. I did.**
10 Q. Okay. As you sit here today are you
11 familiar with any training specifically that Jo
12 Bates received once she was hired to work at
13 Macon County Jail?
14 **A. She received on-the-job training.**
15 **Some nurses were sent to seminars, and then they**
16 **were expected to come back and share that**
17 **information with the nurses at the jail.**
18 Q. Right. So the question I'm asking
19 you is only dealing with Nurse Bates. I'm not
20 asking generally. Now, I just want to know about
21 your specific knowledge with respect to the
22 training that Jo Bates received after she was
23 hired by DMH. So I understand that you said that
24 she received on-the-job training. That's one,
25 right?

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1 **A. Uh-huh.**
2 Q. Yes?
3 **A. Yes. I'm sorry.**
4 Q. And second, you said some nurses went
5 to seminars, and the expectation was they would
6 come back and share some of that information that
7 they learned, correct?
8 **A. Correct.**
9 Q. Okay. Do you know if Nurse Bates was
10 one of the nurses that went to one of these
11 seminars that you're talking about?
12 **A. I don't believe she was.**
13 Q. Okay. As you sit here today do you
14 have specific knowledge if she was the
15 beneficiary of any information that was relayed
16 by some of the nurses who went to these seminars?
17 **A. Becky Whitfield went to some of the**
18 **seminars, and she communicated that information**
19 **to the nurses. I don't remember if Jo Bates was**
20 **a nurse at that time. Edna Morgan was so she**
21 **would have shared that information as well as**
22 **part of her training.**
23 Q. So it's fair to say that you don't
24 know if Jo Bates would have gotten the
25 information from these seminars, correct?

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1 **A. Not directly, correct.**
2 Q. Or even indirectly, correct?
3 **A. I'm assuming.**
4 Q. Right. You're assuming, but you
5 don't know, correct?
6 **A. Correct.**
7 Q. Okay. Are you familiar with the
8 acronym NCCHC?
9 **A. Not that I recall. Is that**
10 **guidelines for the jail? I don't remember.**
11 Q. Yes, correct. It is.
12 **MR. KEHART:** Well, yes what? Object.
13 I don't understand where we are.
14 Could you read back, ma'am, what we
15 have.
16 **MR. GORDON:** She asked me a question.
17 I just answered the question, counsel.
18 (Whereupon the requested portion of
19 the record was read by the court reporter)
20 **BY MR. GORDON:**
21 Q. What is your understanding with
22 respect to the guidelines as you said for the
23 jail?
24 **A. I believe those are guidelines that**
25 **are recommendations for individuals who provide**

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1 **services at the jail and Dr. Braco was the expert**
2 **in our department for those guidelines.**
3 Q. How did you come to understand that
4 Dr. Braco was the expert in your department for
5 those guidelines?
6 **A. Because he went to many seminars and**
7 **actually brought those guidelines to our**
8 **attention.**
9 Q. Dr. Braco?
10 **A. Dr. Braco, and it was his**
11 **responsibility to make sure that those guidelines**
12 **were adhered to from a medical perspective.**
13 Q. How many seminars did Dr. Braco go to
14 as it related to these guidelines that we're
15 talking about?
16 **MR. KEHART:** Object. Foundation. Go
17 ahead.
18 **BY MR. GORDON:**
19 Q. If you know.
20 **A. I'm guessing five to six.**
21 Q. Yeah, but I don't want you to guess.
22 If you have an estimate. You testified that he
23 went to many seminars. I'm just trying to get an
24 understanding on your knowledge when you say
25 many?

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1 **A. Five to six seminars.**
2 Q. How do you know he went to five or
3 six seminars?
4 **A. Because I signed off on him to attend**
5 **those.**
6 Q. Okay. And what type of seminars were
7 these?
8 **MR. KEHART:** Object. Foundation. Go
9 ahead.
10 **A. I believe two of them were national**
11 **seminars and three were seminars that were**
12 **offered in the area by the Sheriff Association, I**
13 **believe.**
14 **BY MR. GORDON:**
15 Q. Did you say two were national?
16 **A. Correct.**
17 Q. Three local that were offered by the
18 Sheriffs Association?
19 **A. Two were in Springfield, and one was**
20 **in Peoria as I recall.**
21 Q. Do you know if any of these involved
22 any type of information sharing as related to
23 guidelines set forth by the NCCHC?
24 **A. I know that two of those seminars had**
25 **physician -- had a physician that talked about**

Page 56

1 **those.**
2 Q. Those are the two national seminars?
3 **A. The two that were either in**
4 **Springfield or Peoria.**
5 Q. Okay. So the two that were more
6 local from your understanding, there was some
7 information given about the NCCHC guidelines,
8 correct?
9 **A. Correct.**
10 Q. And do you know when Dr. Braco
11 attended these seminars?
12 **A. I don't recall.**
13 Q. Do you know if it was after DMH had
14 entered into the first contract or prior to DMH
15 entering into the first contract?
16 **A. After.**
17 Q. You understand that -- strike that.
18 Can we show, counsel, this is what we
19 had previously marked --
20 **MR. KEHART:** 14.
21 **BY MR. GORDON:**
22 Q. Yeah, it spans -- it covers 2015, but
23 I think it's 2014 contract. I'm going to ask you
24 to take a look at this, please.
25 **A. Sure.**

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1 Q. Take a minute. You can peruse it
2 real quick. Just familiarize yourself. I'm
3 going to ask you a few questions regarding it.
4 A. Okay.
5 (Whereupon, Acciavatti Exhibit 1 was
6 marked for identification.)
7 MR. KURNIK: Which exhibit is it?
8 MR. GORDON: No. 1. I just said
9 previously marked, prior to the dep.
10 MR. KURNIK: Gotcha.
11 A. Okay.
12 BY MR. GORDON:
13 Q. All right. Can you tell us what this
14 document is that we've had marked as Acciavatti
15 1?
16 A. It's the Agreement for Inmate Health
17 Services at Macon County, Illinois.
18 Q. Okay. And this is the -- strike
19 that, this is one of the contractual agreements
20 that you would have had an opportunity to review
21 and read prior to it being signed by someone from
22 administration; is that correct?
23 A. Correct.
24 Q. And in fact if you turn to the last
25 page of the document, do you see a signature from

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1 someone from DMH who was in administration at the
2 time?
3 A. This one was signed by John Ridley.
4 Q. It says his title was Senior Vice
5 President, correct?
6 A. Correct.
7 Q. He was somebody who you reported to
8 at this time?
9 A. Correct.
10 Q. And if you turn to -- sorry -- if you
11 turn to page 10, at the portion that says Term
12 and Termination, do you see that A?
13 A. Yes.
14 Q. Can you read that portion out loud
15 for the record from the beginning until the end
16 of that paragraph.
17 A. Starting at A?
18 Q. Yes, please.
19 A. The term of this Agreement shall be
20 for one year from May 1, 2014, at 12:01 through
21 May 1, 2015, at 12:01 a.m. This Agreement may
22 automatically renew for one additional contract
23 year with mutually agreed upon increases, unless
24 this Agreement is terminated or notice of
25 termination is given, as set forth in this

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1 Paragraph.
2 Q. Okay. Is it your understanding that
3 this particular contract we've had marked as
4 Acciavatti 1 is the contract that governed the
5 relationship between DMH and Macon County during
6 July 2015?
7 A. I would need to know the date that it
8 was signed, and I don't see that on here. We did
9 them every two years, so I don't recall.
10 Q. The term that you just read on page
11 10 indicates, the Agreement shall be --
12 A. Oh, I'm sorry, yeah.
13 Q. For one year from May 1, 2014, until
14 May 1, 2015. You say you do them every two
15 years. It's your understanding this agreement
16 would have been good until May 1 of 2016?
17 A. Correct.
18 Q. Okay. So the question that I asked
19 you before is is it your understanding this would
20 have been the contract that would have governed
21 the relationship -- the contractual relationship
22 between DMH and Macon County for the provision of
23 healthcare services at its jail during July 2015?
24 A. Yes.
25 Q. Okay. Now, let's turn to page 2.

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1 A. Page 2?
2 Q. Yes. E 1, can you read that, please?
3 MR. KEHART: Where?
4 BY MR. GORDON:
5 Q. On page 2, section E number 1,
6 Assessment. Can you read after Assessment?
7 A. DMH shall provide health assessment
8 of an inmate or detainee as soon as possible, but
9 no later than 14 calendar days after the inmate's
10 arrival. The health assessment shall follow the
11 guidelines of the NCCHC current standards.
12 Q. Okay. Can you read number 3 as well,
13 please?
14 A. All positions and nursing staff
15 provided by DMH shall be trained in accordance
16 with NCCHC.
17 Q. Now, you testified that you indicated
18 Dr. Braco was the expert as related to the
19 guidelines, correct?
20 A. Correct.
21 Q. The NCCHC guidelines, correct?
22 A. Uh-huh.
23 Q. Yes?
24 A. Yes.
25 Q. Okay. Dr. Braco wasn't consulted

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1 prior to either this agreement being entered into
2 or even the first contract that was entered into
3 with Macon County; isn't that correct?
4 **MR. KEHART:** Object. Foundation.
5 **A. I need to know what you mean by**
6 **consulted.**
7 **BY MR. GORDON:**
8 Q. Fair enough. This contract that I've
9 asked you to read from that we've marked as
10 Acciavatti 1 that covers between May 2014 to May
11 2016, this is not the first agreement that was
12 signed by DMH and Macon County, correct?
13 **A. Correct.**
14 Q. Okay. Going back to the first
15 agreement -- so going back to the first
16 agreement --
17 **A. Uh-huh.**
18 Q. Yes?
19 **A. Yes.**
20 Q. Okay. Prior to Tim Stone signing the
21 first agreement -- it's your testimony he signed
22 the first agreement, correct?
23 **A. Correct.**
24 Q. Okay. Prior to Tim Stone signing the
25 first agreement, the first contract between DMH

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1 and Macon County, Dr. Braco was not consulted
2 with respect to any of the terms contained in the
3 contract, correct?
4 **MR. KEHART:** Object. Foundation.
5 **MR. KURNIK:** I just object to lack of
6 foundation, particularly as to the content of the
7 contract that was entered into approximately 10
8 to 12 years ago. I don't know that this is the
9 same contract.
10 **MR. KEHART:** And first contract, I'm
11 confused by that. I think it's ambiguous.
12 **BY MR. GORDON:**
13 Q. All right. You understand what I
14 mean by first contract, correct?
15 **A. Correct.**
16 Q. You've talked about that earlier in
17 your deposition that there was an initial
18 contract you sent out for bid, and you went and
19 met with Sheriff Schneider and Tony Brown, and
20 then ultimately the agreement between DMH and
21 Macon County was documented in the contract that
22 had been sent over by Sheriff Schneider, correct?
23 **A. Correct.**
24 Q. We understand that to be the first
25 contract, correct?

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1 **A. Correct.**
2 Q. Signed by Tim Stone, correct?
3 **A. Correct.**
4 Q. Okay. That first contract you talked
5 to Sheriff Schneider, you had the account
6 executive, you gave the agreement after you read
7 and reviewed it to Tim Stone. In any part of
8 your process, based upon your knowledge, did you
9 have any talks with Dr. Braco about any of the
10 terms in this proposed contract prior to it being
11 signed by Tim Stone?
12 **MR. KEHART:** Object to the
13 foundation. Also ambiguous. I still don't know
14 what first contract is.
15 **MR. GORDON:** That's fine. She
16 understands.
17 **MR. KEHART:** Well, good. Maybe
18 somebody can let me in on it later.
19 **MR. KURNIK:** Well, what I just object
20 to is when you talked -- you said this contract,
21 you pointed to the contract that you have in
22 front of you, which is the contract that was
23 entered into in 2014, suggesting to this witness
24 that you're talking about the contract that was
25 entered into in 2014.

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1 My foundation objection is you
2 haven't determined what the content was of the
3 contract -- the first contract that was entered
4 into approximately ten to 12 years ago.
5 **MR. KEHART:** Yeah, precisely, and I
6 join in that.
7 **BY MR. GORDON:**
8 Q. Okay. Now, please.
9 **A. Any time we provide medical services**
10 **on-site, talk to the physician to see if they**
11 **were comfortable with that and if they felt like**
12 **they could provide the appropriate services.**
13 Q. Okay. Do you have a recollection of
14 consulting at all with Dr. Braco as related to
15 entering into this new relationship in the
16 correctional setting?
17 **A. Yes, I did speak with him about that**
18 **and asked him if he was comfortable being the**
19 **physician that went on-site and provided those**
20 **services and help supervise the staff medically.**
21 Q. And this was prior to the first
22 contract being signed; is that correct?
23 **A. Absolutely.**
24 Q. Do you recall having a specific
25 conversation with him about NCCHC guidelines

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1 prior to the first contract being signed?

2 **A. I don't recall.**

3 Q. When you read the contract for --

4 strike that. Is it your recollection that in the

5 first contract there was mention made of NCCHC

6 guidelines?

7 **MR. KEHART:** Object. Foundation.

8 **A. I don't recall.**

9 **BY MR. GORDON:**

10 Q. Okay. Now, this contract that has

11 been marked as Acciavatti 1, you see very

12 explicitly there's reference made that all

13 physicians and nursing staff provided by DMH

14 shall be trained in accordance with NCCHC? You

15 see that?

16 **A. I do.**

17 **MR. KEHART:** Object. Asked and

18 answered.

19 **BY MR. GORDON:**

20 Q. Okay. As you sit here today do you

21 know if all nursing staff who were placed at

22 Macon County's jail and hired by DMH if they in

23 fact had been trained in accordance with NCCHC?

24 **MR. JENNETTEN:** Objection.

25 Foundation.

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1 **MR. KEHART:** Join.

2 **A. I believe that the forms that were**

3 **used were in compliance with NCCHC guidelines,**

4 **and that was the extent of their training. I do**

5 **not know if they were told this is NCCHC**

6 **guidelines.**

7 **MR. GORDON:** Okay. Can you read back

8 -- can you read back the last answer for me,

9 please.

10 (Whereupon the requested portion of

11 the record was read by the court reporter.)

12 **BY MR. GORDON:**

13 Q. Thank you.

14 So what leads you to believe that the

15 forms that were used were compliant or in

16 accordance with the NCCHC guidelines?

17 **A. Because they were the forms that were**

18 **provided to us by the Sheriff's Department that**

19 **had been used at the jail by the previous**

20 **providers.**

21 Q. So the extent of the training --

22 other than the forms being used that had been

23 provided by the sheriff's office do you have any

24 other knowledge that any of the nursing staff had

25 received any training as related to the NCCHC

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1 guidelines?

2 **MR. KEHART:** Object to the form.

3 Foundation.

4 **MR. JENNETTEN:** Same.

5 **A. I probably wouldn't know that. I**

6 **wasn't involved in day-to-day operations. That**

7 **would be something between Dr. Braco, the**

8 **manager, and the nursing staff.**

9 **BY MR. GORDON:**

10 Q. Okay. Do you know what the acronym

11 stands for NCCHC?

12 **A. I don't remember.**

13 Q. Do you know if you ever asked anyone

14 what the acronym stood for?

15 **A. I know I -- I did because I went to**

16 **seminars that talked about -- I went to one**

17 **seminar that talked about the NCCHC guidelines.**

18 Q. Did -- strike that. Have you ever

19 come to understand that any of the staff that DMH

20 outsourced to Macon County Jail pursuant to any

21 of its contracts had undergone any type of

22 training as related to what is considered to be

23 adequate care in a correctional setting?

24 **MR. KEHART:** Object to the form.

25 Foundation. Adequate. Yeah, that's my

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1 objection.

2 **A. Okay. And do you mind repeating the**

3 **question, please.**

4 (Whereupon the requested portion of

5 the record was read by the court reporter.)

6 **MR. KEHART:** I further object by what

7 standard.

8 **A. Now I'm sorry, can you repeat it one**

9 **more time?**

10 **BY MR. GORDON:**

11 Q. Sure. Let me ask it a different way.

12 So you have at least 36 years in the health

13 business, right, working at DMH?

14 **A. Uh-huh.**

15 Q. A nurse treating a patient who comes

16 in to DMH, that seems to be a more conventional

17 route than maybe even lay people are accustomed

18 to. The treatment of people who are in the

19 custody of the government who can't leave, all

20 right, who are confined, such as individuals who

21 are in the custody of Macon County Sheriff

22 Department at its jail, that seems to be a

23 different scenario in terms of maybe how

24 treatment is given or how care is provided. Is

25 that fair to say?

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1 **MR. KURNIK:** Objection to the form of
2 the question. It's really argumentative.
3 **MR. KEHART:** Join. Also foundation.
4 If you can answer.
5 **A. Truthfully I don't believe so. If**
6 **you're a diabetic, you treat the diabetic the**
7 **same whether they're in the jail or they are in**
8 **the hospital setting or if they're an outpatient.**
9 **Care of a diabetic is the same. The care of**
10 **somebody who's detoxing is the same whether**
11 **they're incarcerated or in Heritage Behavioral**
12 **Health inpatient units --**
13 **BY MR. GORDON:**
14 Q. Okay.
15 **A. -- is my understanding.**
16 Q. Based upon what?
17 **A. Training that healthcare**
18 **professionals receive and physicians receive.**
19 Q. Okay. So if I told you that NCCHC
20 stands for the National Commission on
21 Correctional Health Care, would you have any
22 reason to disagree with that?
23 **A. No.**
24 Q. Okay. If I told you that the
25 National Commission on Correctional Health Care

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1 actually laid out guidelines for the treatment of
2 various conditions for individuals who are in
3 custody, would you have any reason to disagree
4 with that?
5 **A. Could you repeat that again, please?**
6 **MR. KEHART:** Yeah. Object to the
7 foundation.
8 **MR. GORDON:** Can you read it back.
9 (Whereupon the requested portion of
10 the record was read by the court reporter.)
11 **MR. KURNIK:** I just object to the
12 argumentative form of the question and counsel
13 testifying in this case.
14 **MR. KEHART:** Join.
15 **MR. JENNETTEN:** Assumes facts not in
16 evidence.
17 **A. No, I would not disagree with that.**
18 **BY MR. GORDON:**
19 Q. Okay. This contract that covered the
20 span of time from May 2014 to 2016 between DMH
21 and Macon County, this is a contract that you
22 approved first, correct?
23 **A. I reviewed it, sent it to**
24 **administration, and they looked it over. Some of**
25 **them are reviewed by legal counsel and some are**

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1 **not.**
2 Q. Right. My understanding based upon
3 your prior testimony was that the typical process
4 was you would get the contract in, you will read
5 it and review it, you would approve it, then you
6 would send it up, they would do whatever their
7 process is in terms of the review and then sign
8 it, correct?
9 **A. Correct.**
10 Q. Okay. So my question is did you do
11 your normal process with this, did you approve
12 this contract prior to sending it up?
13 **A. I read the contract, believed the**
14 **terms are reasonable, and sent it up.**
15 Q. Did you approve it?
16 **A. I don't approve contracts. I guess I**
17 **probably misled. I don't -- the final approval**
18 **comes from administration. I have no authority**
19 **to sign contracts.**
20 Q. Right. So my question isn't did you
21 sign it. I was really going with the language
22 that you had used, and I understand the final
23 approval is above your head, but you are -- you
24 are a step in the process so maybe the language
25 you use as far as approval, but I'm clear that

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1 you don't sign it?
2 **A. Right. I reviewed the contract and**
3 **sent it to them for review and signature.**
4 Q. Did you find any issues with this
5 particular contract when you read and reviewed,
6 any issues of concern?
7 **A. Not that I recall.**
8 Q. What is it that you understood it to
9 mean when it says the portion that you read in
10 Acciavatti 1 on page 2 at E 3, all physicians and
11 nursing staff provided by DMH shall be trained in
12 accordance with NCCHC?
13 **MR. KEHART:** Object. Asked and
14 answered. Go ahead.
15 **A. I don't know that I focussed on that**
16 **when I read the contract. I don't have any**
17 **recollection of that.**
18 **BY MR. GORDON:**
19 Q. Between May 2014 to May of 20 --
20 strike that. From May 2014 up until July of 2015
21 did DMH submit on a quarterly basis health
22 reports to the sheriff concerning the overall
23 operation of the healthcare services program and
24 the general health of the persons committed to
25 the jail?

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1 **MR. KEHART:** Object to the
2 foundation.
3 **A. We met with them and discussed those**
4 **things. Dr. Braco was in contact with them and**
5 **communicated about the needs of the inmates.**
6 **BY MR. GORDON:**
7 Q. Right. So my question is from your
8 understanding did anyone from DMH submit on a
9 quarterly basis beginning after the signing of
10 this contract with the attached -- excuse me --
11 with Deposition Exhibit Acciavatti 1 beginning in
12 May of 2014 did anyone from DMH submit on a
13 quarterly basis healthcare reports to the sheriff
14 or his designee concerning the overall operations
15 of the healthcare services program and the
16 general health of the persons committed to the
17 jail?
18 **A. I don't know.**
19 Q. Do you know if anyone from DMH met
20 quarterly with the sheriff or his designee
21 concerning procedures within the jail any
22 proposed changes in health-related procedures or
23 other matters which either party deemed
24 necessary? I'm asking starting point from 2014
25 going forward.

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1 **A. Dr. Braco would meet with the**
2 **individuals at the jail. I don't know if those**
3 **things were discussed.**
4 Q. Do you know if he met quarterly?
5 **A. He met with them frequently.**
6 Q. That's not my question.
7 **A. I would say at least quarterly.**
8 Q. And how do you know he met at least
9 quarterly with the sheriff or his designee at the
10 jail?
11 **A. It would be his designee because Dr.**
12 **Braco and his designee would communicate that to**
13 **me.**
14 Q. And how would they communicate that
15 to you?
16 **A. Via conversation.**
17 Q. Over the phone, in person, or email
18 or what?
19 **A. I believe that they communicated both**
20 **in person and on the phone.**
21 Q. So what are some of the things that
22 they communicated to you in regards to these
23 meetings that Dr. Braco and Sheriff Schneider's
24 designee had?
25 **A. Dr. Braco would let me know that he**

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1 **sat down and discussed with them some -- some of**
2 **the medical needs of the inmates and they would**
3 **communicate about some of the care of the**
4 **inmates.**
5 Q. Okay. Do you recall Dr. Braco ever
6 informing you that he felt that the jail was
7 understaffed with medical personnel?
8 **A. No.**
9 Q. He had never communicated that to
10 you?
11 **A. No.**
12 **MR. KEHART:** Object. Asked and
13 answered.
14 **BY MR. GORDON:**
15 Q. Do you recall Dr. Braco ever
16 communicating to you at any point that more
17 funding needed to be allocated for adequate
18 delivery of healthcare service at the jail by
19 DMH?
20 **A. No.**
21 Q. From your understanding did DMH ever
22 establish a training program for the county
23 deputies and jailers in accordance with the needs
24 mutually established by the county and DMH?
25 **A. Could you repeat that question,**

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1 **please?**
2 Q. Sure. Did DMH ever establish a
3 training program for the county deputies and
4 jailers in accordance with the needs that were
5 mutually established by the county and DMH?
6 **A. Not that I'm aware of.**
7 Q. How often did you personally visit
8 either the Sheriff's Department or the jail?
9 **A. It really varied. I didn't have an**
10 **exact schedule of this is when I go to the jail.**
11 **If the manager needed to meet, then we would**
12 **meet. We communicated via telephone. I probably**
13 **went to the jail, I went for some of their staff**
14 **meetings, but there was no routine schedule set**
15 **for when I went to the jail.**
16 Q. Do you have an approximation on how
17 many times you went to the jail total during the
18 time that you worked at DMH and while these
19 contracts were in place?
20 **A. When we initially got the contract, I**
21 **would go more frequently, and toward the end**
22 **maybe once or twice a quarter because I was**
23 **really on a higher level.**
24 Q. You were on a higher level meaning
25 what?

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1 **A. The day-to-day operations of the jail**
2 **were the responsibility of the manager. If there**
3 **were staffing issues, then she would bring those**
4 **to my attention. If there were supply issues,**
5 **she would bring that to my attention. If there**
6 **were medical issues, she would bring that to Dr.**
7 **Braco's attention.**
8 Q. And when you say the manager, are we
9 talking about maybe Edna during this time?
10 **A. Edna.**
11 Q. The head nurse, correct?
12 **A. Yes.**
13 Q. Okay. Had you -- strike that. You
14 have an understanding we're here related to the
15 death of someone who was in the custody of Macon
16 County Sheriff's Department, correct?
17 **A. Correct.**
18 Q. An individual by the name of Michael
19 Carter, Sr.?
20 **A. Correct.**
21 Q. How did you first come to learn that
22 Michael Carter, Sr., had died while in the
23 custody of Macon County Jail?
24 **A. Dr. Braco called me.**
25 Q. What did Dr. Braco say to you?

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1 **A. As best I can recall that an inmate**
2 **had died at the jail. He gave me the details**
3 **surrounding the death.**
4 Q. From your understanding did he call
5 you -- had he called you on the same day that
6 Michael Carter had died?
7 **A. Yes, he did.**
8 Q. Okay. Do you recall if you were at
9 work or if you were at home when he called you?
10 **A. I believe it was a Saturday, and I**
11 **was at 645 Brittany Court.**
12 Q. At home?
13 **A. Yes.**
14 Q. Okay. I see. You say that he
15 provided you the details as to what occurred.
16 Can you tell us what you recall him describing to
17 you?
18 **A. I -- I think that he -- as I recall**
19 **he indicated that Mr. Carter had died, and that**
20 **initially he was in Medical and that he was moved**
21 **out of Medical without his knowledge, and they --**
22 **he was called about sending him to the hospital,**
23 **and that eventually an ambulance was called and**
24 **Mr. Carter did not make it.**
25 Q. Do you recall him saying anything

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1 else during this conversation in terms of the
2 details of what had occurred?
3 **A. That's primarily what I recall.**
4 Q. Okay.
5 **MR. KURNIK:** Can I have that entire
6 answer back, please?
7 (Whereupon the requested portion of
8 the record was read by the court reporter.)
9 **MR. KURNIK:** Thank you.
10 **BY MR. GORDON:**
11 Q. Do you recall saying anything to Dr.
12 Braco when he relayed this information to you?
13 **A. Well, I mean I was -- we were both**
14 **very remorseful, and I asked him the -- what his**
15 **perception was of what occurred, and he told --**
16 **and what nurse was there, and he told me that**
17 **Nurse Bates was there.**
18 Q. When you asked him his perception of
19 what had occurred, did he tell you anything in
20 addition to what you had already talked about as
21 far as those details?
22 **A. Not that I recall.**
23 Q. You said that you asked which nurse
24 was there. Why did you ask that question?
25 **A. Well, because I knew that I would**

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1 **need information, that this was a serious event**
2 **and that I would also need to talk to Nurse Bates**
3 **because it was my responsibility to let**
4 **administration of DMH know that this occurred.**
5 Q. Do you recall the approximate time of
6 day you got this phone call?
7 **A. I believe it was -- I'm trying -- as**
8 **best I recall it was around 3:00 in the**
9 **afternoon, maybe a little later or earlier.**
10 Q. Somewhere around 3 p.m.; is that fair
11 to say?
12 **A. I believe.**
13 Q. And what did you do after you had
14 gotten the call -- strike that. Excuse me. I'm
15 sorry. Did he say anything else about Nurse
16 Bates or did you ask anything else about Nurse
17 Bates while you were on the phone?
18 **A. I'm sure I probably did. I don't**
19 **recall the entire conversation.**
20 Q. Okay. Prior to getting the call from
21 Dr. Braco on this Saturday at around 3 p.m., had
22 you had any cause for concern about the job
23 performance of Jo Bates while she was working at
24 the jail?
25 **A. No.**

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1 Q. There was no one who had brought to
2 your attention that she was prone to leave work
3 early?
4 A. No.
5 MR. JENNETTEN: Objection. Asked and
6 answered. She said she didn't have any cause for
7 concerns.
8 MR. GORDON: Fair enough.
9 BY MR. GORDON:
10 Q. So after you get the call -- strike
11 that. How long were you on the call
12 approximately?
13 A. I don't know truthfully.
14 Q. Do you have an estimate -- do you
15 know if it was more than ten minutes, less than
16 ten minutes, 30 minutes, an hour?
17 A. I -- truthfully I don't know. I
18 don't remember.
19 Q. Okay. Fair enough. So what did you
20 do next?
21 A. Next I tried to call Nurse Bates.
22 Q. Did you reach Nurse Bates?
23 A. I did not initially.
24 Q. Okay. Not initially. So why is it
25 that you called Nurse Bates initially as opposed

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1 to someone in administration there?
2 A. Because in my experience it's
3 important that you have all the facts before you
4 call administration. They would have lots of
5 questions, and so I was trying to gather the
6 information that I needed in order to accurately
7 report the situation to them.
8 Q. Okay. So when Dr. Braco told you
9 that Mr. Carter had been removed from Medical
10 without his knowledge, do you have a recollection
11 of having any concern about that or having any
12 questions about that?
13 A. Well, I'm sure I had grave concerns
14 about that because -- because that's
15 inappropriate.
16 Q. And why is that inappropriate, and
17 why would you have had grave concerns about that?
18 A. Because nurses don't make those kind
19 of decisions.
20 MR. KEHART: Please -- I'm sorry to
21 interrupt. That really is a medical, not nursing
22 question. Object to foundation. Relevance.
23 Okay. That's --
24 MR. JENNETTEN: I'll join that
25 objection.

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1 BY MR. GORDON:
2 Q. I'm sorry. Did you answer the
3 question or --
4 MR. KEHART: I interrupted you.
5 Sorry about that, but I had to make it.
6 MR. GORDON: Did you get an answer
7 from her, or was it mixed in --
8 MR. JENNETTEN: Would you just read
9 back the last question and answer for me, please.
10 (Whereupon the requested portion of
11 the record was read by the court reporter.)
12 A. It's a medical decision.
13 BY MR. GORDON:
14 Q. Okay. And how did you come to learn
15 that or come to understand -- strike that. How
16 did you come to understand that that's not a
17 nurse's decision to make but instead that's a
18 doctor's decision to make to transfer someone who
19 was in a medical unit out of the medical unit?
20 MR. KEHART: Same objection as
21 previous. Go ahead and answer.
22 MR. JENNETTEN: Join.
23 A. It's a medical decision, and I have
24 over 40 years of healthcare experience and I know
25 what the guidelines are for all healthcare

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1 professionals. You don't make medical decisions.
2 BY MR. GORDON:
3 Q. Are you aware of any type of training
4 that was provided, on-the-job training, written
5 training, training from anywhere provided by DMH
6 that relayed that information to its staff who
7 worked in the jail setting that they would not --
8 that nurses were not authorized to make medical
9 decisions?
10 A. I'm sure during their training it was
11 discussed by the nurse manager, and that's pretty
12 basic for healthcare professionals to know that
13 they don't make medical decisions.
14 Q. Okay. So you said that you tried to
15 reach Nurse Bates?
16 A. Uh-huh.
17 Q. The first time you were unsuccessful,
18 correct? Is that a yes?
19 A. Yes.
20 Q. Did you call her on her cell or at
21 home, or how did you try to reach her the first
22 time?
23 A. Her cell phone.
24 Q. Did you leave her a message?
25 A. I did.

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1 Q. Okay. Tell us what you did next.
2 **A. I probably tried to call her a few**
3 **more times. I then talked to Lieutenant Hotwick.**
4 Q. How were you able to speak with
5 Lieutenant Hotwick? Did you call him or he
6 called you?
7 **A. He called me on my cell phone.**
8 Q. Had you all talked before on your
9 cell phone where he would call you, or is this
10 the first time?
11 **A. All of my clients had my cell phone**
12 **number, and yes, I talked to him periodically.**
13 Q. Okay. Do you recall how much time
14 had passed between the time you spoke with -- I'm
15 asking approximately -- from the time you spoke
16 with Dr. Braco and the time you got the phone
17 call from Lieutenant Hotwick?
18 **A. I don't remember. It was a short**
19 **period of time, maybe 30 minutes to an hour.**
20 Q. Okay. Do you recall what he said to
21 you and what you said to him?
22 **A. Well, he indicated that Mr. Carter**
23 **had died and that he was concerned about Nurse**
24 **Bates and her professionalism and the fact that,**
25 **you know, she communicated that he may not make**

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1 **it; if they were done with her, that she was**
2 **going to go boating.**
3 Q. And Lieutenant Hotwick told you that
4 Nurse Bates said this while she was still at the
5 jail on the morning --
6 **A. On her way out after the incident --**
7 Q. Okay.
8 **A. -- is my understanding.**
9 Q. Okay. From your understanding this
10 was while Michael Carter was in some type of
11 distress where she said he might not -- looks
12 like he was not going to make it?
13 **A. That was after he was transported.**
14 Q. So after he was transported, she said
15 she was going to go boating; is that correct?
16 **A. That's my understanding.**
17 Q. That's what was communicated to you
18 over the phone by Lieutenant Hotwick, correct?
19 **A. Correct.**
20 Q. Did you -- from your understanding he
21 was the administrator of the jail at this time,
22 correct?
23 **A. Correct.**
24 Q. Can you recall him saying anything
25 else to you?

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1 **A. I don't know if it was during that**
2 **conversation or later that he told me he didn't**
3 **want Jo Bates back at the jail.**
4 Q. And during this phone call that you
5 had with Lieutenant Hotwick approximately 30
6 minutes to an hour after you had spoken with Dr.
7 Braco, do you recall anything you said to him?
8 **A. I probably communicated that I was a**
9 **little surprised by that answer or that**
10 **communication.**
11 Q. And we get a -- it's a little dicey
12 with the language. When you say "probably," I
13 don't want you to guess. To the extent you don't
14 have a recollection, that's fine. To the extent
15 you do have a recollection, even if a general
16 recollection, then that's okay too. So I'll ask
17 the question, of course, you know, differently
18 maybe or just tell me if you have a recollection
19 or not, but do you recall saying anything to
20 Lieutenant Hotwick in response to the information
21 that he shared with you during this phone call
22 that was had approximately 30 minutes to an hour
23 after you spoke with Dr. Braco?
24 **MR. KEHART: Object. Foundation.**
25 **Calls for nursing or medical opinion.**

Page 88

1 Foundation.
2 **A. I don't specifically remember**
3 **everything that we talked about during that**
4 **conversation.**
5 **BY MR. GORDON:**
6 Q. Okay. Do you recall anything that
7 you said to him during that conversation?
8 **A. Well, I'm sure I probably**
9 **communicated that I was shocked that that was**
10 **said. When he told me he didn't want her back at**
11 **the jail, then we usually -- we always -- if a**
12 **client didn't want somebody back on their**
13 **premises, then we honored that.**
14 Q. Okay. Tell us what you recall doing
15 next after you spoke with Lieutenant Hotwick.
16 **A. I tried for a few hours to reach John**
17 **Ridley.**
18 Q. How did you try to reach him for a
19 few hours?
20 **A. On his cell phone.**
21 Q. All right.
22 **A. And when I didn't get a response back**
23 **from him, I called Tim Stone.**
24 Q. And were you able to reach Tim Stone?
25 **A. I was.**

Page 89

1 Q. So what happened then?

2 **A. I let him know that the individual**

3 **Mr. Carter had died, and that it was communicated**

4 **to me that the nurse perhaps didn't do everything**

5 **that was required of her position; shared with**

6 **him the comment that was shared with me, and, you**

7 **know, that we needed to thoroughly investigate**

8 **the situation.**

9 **MR. KEHART:** Let me show my objection

10 and move to strike. Nursing or medical opinion.

11 Foundation.

12 **A. Yeah.**

13 **BY MR. GORDON:**

14 Q. Okay. And part of the reason -- not

15 part. Strike that. The reason that you had

16 reached out to both John Ridley and to Tim Stone

17 after you had spoken to both Dr. Braco and to

18 Lieutenant Hotwick, this was something that --

19 that you did in your role as administrator of

20 Corporate Health Services, correct?

21 **A. Correct.**

22 Q. This was something that you would do

23 in the normal course of business to relay key

24 information to your higher-ups, correct?

25 **A. Correct.**

Page 90

1 Q. Okay. And you had an understanding

2 of what the job requirements were of those who

3 reported to you; isn't that true?

4 **MR. KEHART:** I'll object to the

5 foundation.

6 **A. I was basing it on the medical**

7 **information that was given to me by Dr. Braco,**

8 **and Lieutenant Hotwick's perception.**

9 **BY MR. GORDON:**

10 Q. What did Tim Stone say to you in

11 response to the information that you shared with

12 him?

13 **MR. KEHART:** Let me show my

14 objection. Foundation. Medical or nursing

15 opinions. Furthermore, this is part of the

16 claims process at this point, reporting this

17 particular incident. I think it's protected by

18 the attorney-client privilege. So I think it's

19 improper. It's privileged. I think only DMH can

20 waive it.

21 **MR. GORDON:** I don't share that

22 perspective. I mean I don't know what -- If you

23 just want to lodge an objection, then I'll deal

24 with it later.

25 **MR. KEHART:** I can't instruct her not

Page 91

1 to answer.

2 **MR. GORDON:** Right. Of course.

3 **BY MR. GORDON:**

4 Q. So we can deal with it -- so what did

5 Tim Stone say to you?

6 **A. I'm sure he was upset about it as**

7 **well, and that's all I remember and that we -- we**

8 **would need to investigate it.**

9 Q. Okay. So what did you do next, if

10 anything, as it related to this information or

11 this situation?

12 **A. I talked to Nurse Bates, got her**

13 **perspective. She returned my phone call, and I**

14 **called Tim Stone.**

15 Q. Okay. You say that she returned your

16 phone call. It was that same day or evening?

17 **A. Later that evening.**

18 Q. Okay. She called you later that

19 evening, and approximately how long did you speak

20 with her on the phone, do you recall?

21 **A. I don't recall.**

22 Q. Okay. She shared her version of

23 events to you?

24 **A. Correct.**

25 Q. Tell us what she told you happened.

Page 92

1 **A. I don't recall. It was very similar**

2 **to what Dr. Braco had shared with me.**

3 Q. Okay. Do you recall either way if

4 she said that she had him removed from the

5 medical unit?

6 **A. I think -- I don't -- I don't recall.**

7 Q. Okay. Do you recall any

8 conversation -- excuse me. Do you recall any

9 information being relayed to you by either Dr.

10 Braco or Nurse Bates as related to calling an

11 ambulance?

12 **A. She did call -- I don't -- I don't**

13 **remember if she called the ambulance or one of**

14 **the commissioned officers called the ambulance.**

15 Q. Had you ever been informed by either

16 one of them that Dr. Braco told Nurse Bates that

17 he wouldn't authorize an ambulance to be called

18 for Michael Carter, Sr., because he didn't want

19 to foot the thousand dollar bill or have the

20 county foot a thousand dollars bill for an

21 ambulance to be called?

22 **A. I believe that some time in the**

23 **conversation with Jo Bates she did share that**

24 **with me. I don't know if it was the night I**

25 **talked to her of the incident or when she was**

Page 93

1 **working at Corporate Health.**
2 Q. The information was shared with you
3 that Dr. Braco said he didn't want to foot the
4 thousand dollars bill?
5 **A. That Dr. Braco -- I'm sorry -- that**
6 **-- I didn't mean to interrupt you either.**
7 Q. No, that's okay.
8 **A. I apologize.**
9 Q. No. No. That's okay. You are
10 unsure as to which setting the information was
11 relayed to you by Nurse Bates that Dr. Braco said
12 he didn't want to foot the thousand dollars bill
13 for an ambulance for Michael Carter, Sr., but you
14 are sure she relayed that information to you
15 either on the phone call that Saturday evening or
16 at some point while she was working at Corporate
17 Health; is that correct?
18 **A. He did not want the Macon County**
19 **Sheriff's Department to have to pay the thousand**
20 **dollars.**
21 Q. Okay. And so that information was
22 relayed to you by Nurse Bates, correct?
23 **A. Correct.**
24 Q. And you don't know though if it was
25 relayed to you that Saturday night on the phone

Page 94

1 call or sometime later while she was working at
2 Corporate Health at DMH, correct?
3 **A. Correct.**
4 Q. Okay. That was something that Dr.
5 Braco had not shared with you on the phone at
6 around 3:00 on Saturday, correct?
7 **MR. KEHART:** Object. Relevance.
8 **A. I don't remember.**
9 **BY MR. GORDON:**
10 Q. Okay. Do you recall how you
11 responded to being given that information by
12 Nurse Bates in regards to this thousand dollars
13 and a bill related to the ambulance?
14 **MR. KEHART:** Object to relevance.
15 Object. Relevance.
16 **A. I remember speaking to Dr. Braco,**
17 **and, you know, indicating to him that if an**
18 **ambulance needed to be called, an ambulance**
19 **should be called, and that he should make the**
20 **best medical decision he can because that's what**
21 **physicians do. It -- it wasn't his job to worry**
22 **about the Macon County Sheriff's Department**
23 **budget.**
24 **BY MR. GORDON:**
25 Q. Had you had any conversation giving

Page 95

1 this instruction or this direction to Dr. Braco
2 prior to this incident?
3 **A. I need you to clarify what you mean.**
4 Q. Sure. You indicated that it was
5 not -- it was not his job to save money for the
6 county, correct?
7 **A. Correct.**
8 Q. Okay. So my question is prior to
9 this incident had you had any conversation or any
10 direction or instruction to Dr. Braco basically
11 articulating the same thing or very similar thing
12 that no, you make medical decisions, don't worry
13 about trying to save money for the county or DMH?
14 **A. Yes, I had those conversations with**
15 **Dr. Braco.**
16 Q. When did you have these
17 conversations?
18 **A. I don't remember dates and times.**
19 **Periodically we would discuss that it was his job**
20 **to make medical decisions, and it was the Macon**
21 **County Sheriff's Department responsibility to**
22 **worry about the budget, and that it was my**
23 **responsibility to worry about the budget from the**
24 **Corporate Health Services' perspective.**
25 Q. Do you know the circumstances that

Page 96

1 surrounded the times when you all would have
2 these conversations as related to the division of
3 responsibility?
4 **A. I mean periodically we would have**
5 **those discussions with Dr. Braco because perhaps**
6 **the nurses told me something or the Macon County**
7 **Sheriff's Department told me something where he**
8 **would bring up budget, and I would tell him that**
9 **that was not something that he needed to worry**
10 **about.**
11 Q. At these times when you say he would
12 bring up budget, it would be brought to your
13 attention either by nursing staff or folks from
14 Macon County, was it a -- did you -- did you come
15 to understand that Dr. Braco -- he appeared to be
16 cost conscious?
17 **MR. KEHART:** Object. Argumentative.
18 Medical opinion. Foundation. Argumentative.
19 **A. I can't really speak for Dr. Braco.**
20 **He was a very kind man who tried to take**
21 **everybody's considerations into account, and --**
22 **and sometimes that wasn't always the best -- his**
23 **heart was in the right place, but sometimes he**
24 **worried about things that were not -- that didn't**
25 **affect things medically, I guess.**

Page 97

1 **BY MR. GORDON:**
2 Q. And how would that be addressed from
3 you or from anyone at DMH based upon your
4 knowledge -- your understanding during these
5 times when Dr. Braco would take in other things
6 beyond medical decisions as a factor in terms of
7 how he would proceed with his, I guess, care of
8 individuals?
9 **MR. KEHART:** Object. Misstates the
10 evidence.
11 **A. So can you repeat the question,**
12 **please.**
13 **BY MR. GORDON:**
14 Q. Sure. I'll ask it a different way.
15 You say that there were -- you know, at times Dr.
16 Braco would take into consideration things that
17 shouldn't be taken into consideration given his
18 job -- his role as hired by DMH to perform,
19 correct?
20 **MR. KEHART:** Object. Argumentative.
21 Foundation.
22 **A. Yeah, I don't even know if**
23 **consideration is the right word.**
24 **BY MR. GORDON:**
25 Q. Okay. Please use the word or the --

Page 98

1 how you would describe.
2 **MR. KEHART:** Object. Describe what?
3 **MR. GORDON:** The thing we're talking
4 about.
5 **MR. KEHART:** Well, that's not a
6 competent question. Do you understand, ma'am?
7 **A. I'm so confused. So can we do it**
8 **again?**
9 **BY MR. GORDON:**
10 Q. Sure. You indicated that this was
11 not the first time that you had been made aware
12 that Dr. Braco had taken into consideration maybe
13 the cost of something or the budget. You said
14 there have been times when things were brought to
15 your attention both by Macon County people and by
16 nursing staff -- DMH nursing staff that you had
17 to speak with Dr. Braco and say listen, Macon
18 County deals with their budget, I deal with
19 DMH -- DMH's budget, and you deal with medicine,
20 right?
21 **A. Correct.**
22 **MR. KURNIK:** No. No. No. No. No.
23 I object to the question. This witness
24 previously said maybe the Sheriff's Department
25 called, not that they had called.

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1 **MR. KEHART:** Also foundation. It
2 misstates her testimony, I believe.
3 **BY MR. GORDON:**
4 Q. Okay. Do you have a recollection at
5 times getting calls from anyone from the Macon
6 County Sheriff's Department prior to this
7 incident where they had concerns about Dr. Braco
8 taking some type of budgetary or cost measure
9 into account as it related to his provision of
10 medical care?
11 **MR. KEHART:** Object. Relevance.
12 **A. Sometime in conversation Dr. Braco**
13 **would bring it up to me, and I would just say,**
14 **Dr. Braco, the most important thing is that you**
15 **provide the best medical care possible.**
16 **BY MR. GORDON:**
17 Q. Okay. Do you recall on approximately
18 how many occasions you had these conversations
19 with Dr. Braco where you reiterated to him to not
20 take the cost or the budget of something into
21 effect as related to providing medical services
22 or medical care to those in the custody of the
23 Macon County Jail?
24 **A. I don't recall how many times we had**
25 **that conversation.**

Page 100

1 Q. Do you have a best estimate? Was it
2 more than three times, less than ten, more than
3 ten, more than five?
4 **MR. KEHART:** Object to speculation.
5 Her testimony was she doesn't know.
6 **A. I don't know. I don't remember.**
7 **BY MR. GORDON:**
8 Q. Okay. You had the conversation after
9 this incident, correct?
10 **A. Correct.**
11 Q. Okay. And you had more than one
12 conversation prior to this incident but you just
13 don't know how many; is that fair to say?
14 **A. Correct.**
15 Q. Okay. So after you spoke with --
16 strike that. Did you learn on that Saturday from
17 either Dr. Braco or Nurse Bates that Michael
18 Carter, Sr., was diabetic?
19 **A. Dr. Braco probably mentioned that to**
20 **me.**
21 **MR. KURNIK:** Objection to speculation
22 on the part of this witness as evident from the
23 use of the term probably.
24 **MR. KEHART:** Join.
25 **MR. GORDON:** What was the objection?

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1 **MR. KURNIK:** Speculation on part of
2 this witness.
3 **MR. GORDON:** Sure. Sure.
4 **MR. KURNIK:** She used the term
5 "probably" which may suggest she may not really
6 recall.
7 **BY MR. GORDON:**
8 Q. We're getting back to the probably.
9 So to the extent you have the recollection of,
10 you know, Dr. Braco mentioning that Michael
11 Carter, Sr., had diabetes, then that's okay. To
12 the extent you don't have that recollection,
13 that's okay too, but probably does sound like --
14 to counsel's objection sounds like speculation.
15 **A. I don't remember if Dr. Braco**
16 **mentioned it to me that night or during when I**
17 **was investigating all the information.**
18 Q. Okay. Do you recall if Nurse Bates
19 mentioned it to you on that Saturday evening when
20 she called you back whether Michael Carter had
21 diabetes?
22 **A. I don't recall.**
23 Q. Okay. Do you recall speaking with
24 Nurse Bates about the information that you had
25 gotten from Lieutenant Hotwick just in terms of

Page 102

1 her demeanor and what he described as her lack of
2 professionalism and the fact that she said she
3 was going to go boating?
4 **MR. KEHART:** Objection. Asked and
5 answered. Go ahead.
6 **A. I don't -- I don't -- I didn't hear**
7 **what you said.**
8 **MR. KEHART:** I'm sorry. It's not for
9 you. I have to make my objections. I said it's
10 been asked and answered already, but go ahead.
11 **A. Okay. So can you repeat your**
12 **question.**
13 **BY MR. GORDON:**
14 Q. Sure. Did you have a conversation
15 with Nurse Bates about what Lieutenant Hotwick
16 had relayed to you about his concern of her
17 apparent lack of professionalism and her comment
18 that if they were done with her, she was going to
19 go boating?
20 **A. I did have that conversation with**
21 **her. I don't know when I had that conversation**
22 **with her.**
23 Q. Okay. Do you recall what you said to
24 her and what she said to you at the point you had
25 the conversation?

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1 **A. I -- I don't recall.**
2 Q. All right. So after you spoke with
3 Nurse Bates on the phone that Saturday evening,
4 what happened next?
5 **A. Then I called Tim Stone again and**
6 **let -- gave him an update on the conversation**
7 **that I had with the nurse.**
8 Q. And do you recall anything that Tim
9 Stone said to you in response to the conversation
10 that you had with the nurse?
11 **MR. KEHART:** Object to privileged for
12 the basis I previously stated. Go ahead.
13 **A. I'm sure he thanked me for making him**
14 **aware of the situation.**
15 **BY MR. GORDON:**
16 Q. Okay. Do you recall anything else
17 about the conversation?
18 **A. I think he wanted to know if**
19 **Mr. Ridley had contacted me yet.**
20 Q. Do you recall anything else?
21 **A. I don't recall anything else, no.**
22 Q. Had you been contacted by Mr. Ridley
23 at that point?
24 **A. No.**
25 Q. Okay. Did you speak to anybody else

Page 104

1 that evening as related to the circumstances
2 surrounding the death of Michael Carter, Sr.,
3 early that morning?
4 **A. I spoke to Mr. Ridley.**
5 Q. That Saturday evening?
6 **A. Uh-huh.**
7 Q. Is that a yes?
8 **A. Yes.**
9 Q. Okay. He had called you back; is
10 that correct?
11 **A. Correct.**
12 Q. Okay. Can you tell us what you said
13 to him and what he said to you?
14 **MR. KEHART:** Object. Privileged.
15 **A. I don't recall. I just -- he called**
16 **me around 9:30 at night.**
17 **BY MR. GORDON:**
18 Q. Okay. And what happened next as
19 relates to your involvement and getting an
20 understanding or an additional understanding of
21 the circumstances surrounding the death of
22 Michael Carter, Sr.?
23 **A. I'm sure I investigated and got**
24 **everybody's information that Monday morning when**
25 **we all went back to work and investigated over**

Page 105

1 several things.

2 Q. Okay. So do you have a recollection

3 of going -- you say I'm sure I did. Do you have

4 a recollection of --

5 A. I know I did that.

6 Q. Okay. When you say of getting

7 everybody's information, tell us what you mean.

8 A. I mean speaking and gathering facts

9 with Lieutenant Hotwick, Nurse Bates, and Dr.

10 Braco.

11 Q. Okay. Did you speak to anyone else

12 other than those three in your efforts to gain an

13 additional understanding as to what had occurred?

14 A. Potentially Edna Morgan as well who

15 was the manager at the jail.

16 Q. Do you have a recollection of

17 speaking to Edna Morgan?

18 A. I know that she sent Edna Morgan a

19 text that said, "Worked on somebody tonight. Not

20 sure he's going to make it. I'm going boating."

21 She sent her a text message to that effect.

22 Q. Nurse Bates did?

23 A. Yes.

24 Q. How do you know she did?

25 A. Because Edna Morgan communicated that

Page 106

1 to me.

2 MR. KEHART: Object to the hearsay

3 and move to strike.

4 BY MR. GORDON:

5 Q. Edna Morgan?

6 A. Correct.

7 Q. Edna Morgan is still an employee of

8 DMH from your understanding?

9 A. No, she's not.

10 Q. Okay. She was an employee in 2016 at

11 the time you left?

12 A. Yes.

13 Q. Okay. Do you happen to know when

14 Edna Morgan ceased being an employee of DMH?

15 A. It was a few months after I left.

16 Q. Okay. Do you happen to know where

17 she's employed now?

18 A. I don't.

19 Q. Did Edna Morgan forward you the text

20 from Nurse Bates?

21 A. I don't remember.

22 Q. Do you know if she ever showed you --

23 physically showed you the text from Nurse Jo

24 Bates?

25 A. I don't recall.

Page 107

1 Q. Had you been made aware that there

2 was a video that depicted part of the events

3 surrounding the final morning of Michael Carter's

4 life while he was in the custody of Macon County

5 Jail?

6 A. I was not aware of a video.

7 Q. Okay. Fair to say you have never

8 seen a video depicting parts of that final

9 morning; is that correct?

10 A. That is correct.

11 Q. Did you again have another

12 conversation with -- strike that. You indicated

13 you spoke to Dr. Braco, Lieutenant Hotwick, and

14 Nurse Bates on that Saturday. Did you again have

15 a conversation with Dr. Braco as related to the

16 circumstances surrounding Michael Carter's death?

17 A. On Saturday?

18 Q. After Saturday.

19 A. I'm sure that Dr. Braco and I talked

20 again during the investigative process.

21 Q. Do you have a recollection of the

22 talk or talks that you and him had as part of the

23 investigative process?

24 A. I don't recall because I don't have

25 my notes.

Page 108

1 Q. Okay. Did you take notes during this

2 time when you spoke to Dr. Braco after the

3 Saturday?

4 A. Yes.

5 Q. Is it your understanding that those

6 notes were kept at DMH?

7 A. Yes.

8 Q. Okay. From your understanding

9 they're still at DMH?

10 A. I -- I would -- they would be on the

11 final -- part of it would be on the final

12 termination for Jo Bates.

13 Q. What was your understanding as to the

14 purpose of your investigation into this?

15 A. Well, any time there is a sentinel

16 event this serious, then it is thoroughly

17 investigated to determine what occurred.

18 Q. You indicated that Jo Bates was

19 working at Corporate Health, right? She was

20 working back at DMH Corporate Health; is that

21 correct?

22 A. Yes.

23 Q. Okay. From your understanding did --

24 did she ever -- strike that. If I told you that

25 that Saturday was July 18, 2015, would you have

Page 109

1 any reason to disagree with that?

2 **A. No.**

3 Q. Okay. After that morning, that

4 Saturday morning Michael Carter died, do you know

5 if Nurse Bates ever set foot again back into the

6 medical unit of the Macon County Sheriff's

7 Department's jail?

8 **MR. KEHART:** Relevance. Object.

9 **A. I don't recall.**

10 **BY MR. GORDON:**

11 Q. Okay. You had gotten a call from

12 Lieutenant Hotwick saying that he had issues with

13 Nurse Bates, correct?

14 **A. Uh-huh. Correct.**

15 Q. Okay. He had told you during this

16 conversation that he didn't want her back at the

17 jail?

18 **A. Yes.**

19 Q. Okay. And that was information that

20 you communicated to your higher ups, correct?

21 **A. Correct.**

22 Q. Both to Mr. Ridley and to Mr. Stone?

23 **A. Correct.**

24 Q. Why is it that Nurse Bates then

25 sounds like worked at DMH Corporate Health?

Page 110

1 **MR. KEHART:** Object to foundation.

2 Argumentative.

3 **BY MR. GORDON:**

4 Q. You can answer.

5 **A. During the boating accident Nurse**

6 **Bates fell and hurt her shoulder or elbow and was**

7 **in a sling, and you cannot work at the Macon**

8 **County Jail unless you -- with any type of**

9 **restrictions. So during the investigative**

10 **process she was allowed to work at DMH Corporate**

11 **Health Services.**

12 Q. So it's your understanding that she

13 -- this boating accident, is it your

14 understanding that this is the same boating --

15 she injured herself while boating immediately

16 after this incident that we're all here for

17 today?

18 **A. As I recall, yes.**

19 Q. How did you come to learn that she

20 had been injured in a boating accident?

21 **A. I think she called me -- as I recall**

22 **she called me and had a sling on. That's what I**

23 **recall.**

24 Q. She called you when?

25 **A. I believe it was Sunday.**

Page 111

1 Q. And you said she was terminated; is

2 that correct?

3 **A. Correct.**

4 Q. She was terminated when?

5 **A. I don't remember the exact date that**

6 **she was terminated.**

7 Q. Do you know approximately how much

8 time had passed from Michael Carter's death until

9 the time she was terminated?

10 **A. I don't recall.**

11 Q. Do you know if it was months or

12 years, weeks?

13 **MR. KEHART:** Object to the relevance.

14 **A. Without my notes I can't recall from**

15 **two years ago.**

16 **BY MR. GORDON:**

17 Q. Okay. Can you tell us why she was

18 terminated?

19 **MR. KEHART:** Object. Relevance.

20 **A. It was behavior.**

21 **MR. JENNETTEN:** Calls for hearsay,

22 also. Go ahead.

23 **A. It was related to the jail incident.**

24 **BY MR. GORDON:**

25 Q. Okay. What about the jail incident

Page 112

1 that caused her to be terminated?

2 **MR. KEHART:** Object. Relevance.

3 **A. I don't totally recall.**

4 **BY MR. GORDON:**

5 Q. Okay. You were her boss during that

6 time, correct?

7 **A. I was her boss administratively, yes.**

8 Q. Does she have another boss who she

9 reported to in some other capacity?

10 **A. She reported -- all the clinical**

11 **staff reported to Dr. Braco medically for medical**

12 **decisions. I didn't make medical decisions.**

13 Q. Okay. But as far as the hiring and

14 firing, that's an administrative decision,

15 correct?

16 **A. Correct.**

17 Q. So you would have been her boss in

18 that capacity, right?

19 **A. Correct.**

20 Q. Okay. So it would have been you who

21 terminated her, correct?

22 **A. Correct.**

23 Q. Do you have a recollection as to what

24 it was about the jail incident as you described

25 it that led to you to terminate her?

Page 113

1 **MR. KEHART:** Object. Asked and
2 answered.
3 **A.** It's my understanding that Michael
4 Carter had diabetic ketoacidosis, that she hadn't
5 given him his Metformin, that she placed him back
6 in general population without getting approval
7 from Dr. Braco, and for that reason as well as
8 her appearing to lack empathy was the reason for
9 her termination.
10 **MR. KEHART:** Objection. Foundation.
11 Based on hearsay. Conclusion.
12 **MR. JENNETTEN:** I'll join that
13 objection.
14 **BY MR. GORDON:**
15 Q. And you also had an opportunity to
16 speak with Nurse Bates not only on that Saturday
17 but after the Saturday as well as part of your
18 investigation into this incident, correct?
19 **A. Correct.**
20 Q. Okay. Based upon your personal
21 interaction with her as you talked to her about
22 incidents or the circumstances surrounding
23 Michael Carter's death, did it appear to you that
24 she lacked empathy?
25 **MR. KEHART:** Object to the settlement

Page 114

1 of the hospital. Foundation.
2 **A.** I believe that healthcare
3 professionals deal with what they see every day
4 in different ways, and after getting to know Jo
5 Bates I don't believe that she meant to come
6 across that way.
7 **MR. KEHART:** Move to strike for the
8 grounds previously stated.
9 **BY MR. GORDON:**
10 Q. Did you ever come to learn -- strike
11 that. Are you familiar with any of the
12 guidelines as it relates to implementation of
13 diabetes protocol in a correctional setting?
14 **MR. KEHART:** I'll object. Which
15 guidelines? Foundation. The guidelines, is that
16 the question?
17 **MR. GORDON:** I said any.
18 **MR. KEHART:** Oh, object.
19 **A.** The guidelines in the correctional
20 facility, that is medical, and I don't make those
21 decisions.
22 **BY MR. GORDON:**
23 Q. So I understand from the decision
24 making side, I'm asking are you familiar with any
25 guidelines as it relates to diabetes protocol in

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1 a correctional setting?
2 **MR. KEHART:** Object to the relevance.
3 **A.** Only to protocols that Dr. Braco
4 provided.
5 **BY MR. GORDON:**
6 Q. Okay. Let's start with those. What
7 are the protocols that Dr. Braco provided as it
8 relates to diabetes protocol in the Macon County
9 Jail?
10 **MR. KEHART:** Object. Foundation.
11 **A.** He had a protocol that was in the
12 manual.
13 **BY MR. GORDON:**
14 Q. That was in which manual?
15 **A.** The manual that I indicated to you
16 earlier that was kept at the jail.
17 Q. That was kept -- the manual that was
18 kept at the jail and was also kept at DMH,
19 correct?
20 **A.** DMH Corporate Health Services, and it
21 was kept in a medical facility at the jail.
22 Q. Okay. Two different copies of the
23 same protocol drafted by Dr. Braco, correct?
24 **A. Correct.**
25 Q. Okay. As you sit here today do you

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1 have a recollection of any of the descriptions
2 listed in the protocol or what any of the
3 protocols were as it related to diabetic
4 individuals?
5 **A.** I didn't read the medical protocols.
6 Q. Okay.
7 **MR. KEHART:** I'm going to have to beg
8 for your -- I have to take a break. I'm sure
9 we're --
10 **MR. GORDON:** No, that's fine. Quick
11 break.
12 (Whereupon a break was taken.)
13 **BY MR. GORDON:**
14 Q. Do you have a recollection of ever
15 having a conversation with Dr. Braco or anyone at
16 DMH or anyone at Macon County Jail as it related
17 to diabetic protocols that would be in place at
18 the jail during the terms of the contract between
19 DMH and Macon County?
20 **A.** Can you ask that question again,
21 please?
22 Q. Sure. The question I had read back
23 had first dealt with protocols that you say had
24 been drafted by Dr. Braco that were housed in a
25 manual -- in copies of a manual that were both at

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1 DMH Corporate Health Services and at the jail
2 itself, correct?
3 **A. Correct.**
4 Q. Okay. You also testified that you
5 personally did not read those protocols, correct?
6 **A. Correct.**
7 Q. My follow-up question was I
8 understand that you didn't read the protocols.
9 Have you had a conversation with anyone about
10 those protocols that were contained in writing
11 that had been written by Dr. Braco?
12 **A. The Macon County Jail officials knew**
13 **that there were protocols on-site. The clinical**
14 **staff knew that those protocols were on-site, and**
15 **Dr. Braco knew those protocols were on-site.**
16 Q. So my question is did you speak to
17 anybody about those protocols?
18 **A. Not that I recall.**
19 Q. Other than the protocols that were
20 drafted by Dr. Braco, are you aware of any other
21 DMH policy as it related to the assessment and
22 treatment of individuals who had been identified
23 as diabetic Type I or Type II and housed at Macon
24 County Jail during any of the time while you
25 worked there and there was a contract between

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1 Macon County and DMH?
2 **A. All DMH employees had access to all**
3 **the policies and procedures for Decatur Memorial**
4 **Hospital electronically.**
5 **MR. GORDON:** Can you read back the
6 question I asked, please.
7 (Whereupon the requested portion of
8 the record was read by the court reporter.)
9 **BY MR. GORDON:**
10 Q. I'm going to ask this question
11 differently, try to shorten it some.
12 As far as DMH is concerned, Dr. Braco
13 was the chief medical officer at the jail during
14 these contractual years that we've talked about
15 so far, correct?
16 **A. Correct.**
17 Q. Okay. That would include the period
18 of time between May 2014 and 2016, correct?
19 **A. Correct.**
20 Q. And I asked you earlier about any
21 protocols as it related to the treatment of
22 diabetic patients. You say that Dr. Braco had
23 written these protocols that we talked about, a
24 copy at the jail and a copy at DMH Corporate
25 Health, correct?

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1 **A. Correct.**
2 Q. Okay. So other than that, right,
3 other than that we've talked about with Dr. Braco
4 drafting those protocols, are you aware of any
5 other policy or protocols, training manuals or
6 anything that has been prepared by anyone from
7 DMH that relates to the assessment evaluation and
8 treatment of diabetic patients who are or
9 individuals who are in the custody of, who are or
10 were in the custody of Macon County Jail during
11 the same time span?
12 **A. Not specifically for the Macon County**
13 **Jail.**
14 Q. Okay. But you are aware of a
15 protocol and/or policy and/or manual as it
16 relates to the general evaluation assessment of
17 treatment of individuals who are diabetic outside
18 of the jail context, correct?
19 **A. Correct.**
20 Q. Okay. And you say that's something
21 that all employees of DMH have access to?
22 **A. Electronically, correct.**
23 Q. Okay. Those employees would also
24 include employees who were outsourced to the
25 Macon County Jail; is that correct?

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1 **A. Correct.**
2 Q. Okay. If I wanted to find what
3 policy or policies, protocols and/or manuals
4 and/or training information was in place during
5 this time between May 2014 and 2016 as it related
6 to the evaluation assessment and treatment of
7 individuals with diabetes that had been prepared
8 by DMH, where would I look?
9 **A. You would look under policies and**
10 **procedures on their website, and you would search**
11 **diabetic.**
12 Q. Just a keyword search?
13 **A. Correct. As I recall.**
14 Q. Okay. Are you familiar with what an
15 Accu-Chek is?
16 **A. Yes.**
17 Q. Okay. Tell us what your
18 understanding of an Accu-Chek is.
19 **A. Talking about like a glucometer where**
20 **they check and do the finger prick and check**
21 **their blood sugar?**
22 Q. Sure.
23 **A. Yes.**
24 Q. How did you come to understand what
25 an Accu-Chek is?

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1 **A. I'm a clinical dietitian.**
2 Q. That's basic knowledge for you?
3 **A. Yes.**
4 Q. From your understanding is that also
5 basic knowledge for an LPN?
6 **A. Yes.**
7 Q. It's fair to say that's a -- right,
8 that's a step above taking vital signs; is that
9 fair to say?
10 **MR. KEHART:** Object to the form.
11 Argumentative.
12 **A. No.**
13 **BY MR. GORDON:**
14 Q. Okay. Okay. Is it your expectation
15 that every LPN would understand what an Accu-Chek
16 is --
17 **A. Correct.**
18 Q. -- and its function?
19 **A. Correct.**
20 Q. Do you have an understanding as you
21 sit here today if an Accu-Chek was ever
22 administered to Michael Carter, Sr., at any point
23 prior to the Saturday morning of his death?
24 **A. It's my understanding that other**
25 **nurses had done Accu-Cheks.**

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1 Q. And how did you come to gain that
2 understanding?
3 **A. Through the investigative process.**
4 Q. Which nurse or other nurses did you
5 come to find out had done or performed an
6 Accu-Chek on Michael Carter?
7 **A. Through Edna Morgan.**
8 Q. Did you ever learn that the names of
9 the nurses who were said to have done an
10 Accu-Chek on Michael Carter?
11 **A. I'm sure I did, but I don't recall**
12 **who they are.**
13 Q. Did you ever come to learn what any
14 of the readings were on any of the checks that
15 had been done on Michael Carter?
16 **A. No.**
17 Q. Did you ever come to learn that Nurse
18 Bates did a glucose reading on Michael Carter?
19 **A. Would you repeat the question,**
20 **please.**
21 Q. Yeah. Have you ever come to
22 understand that Nurse Bates performed an
23 Accu-Chek on Michael Carter, Sr.?
24 **A. No.**
25 Q. Okay. Based upon your own health

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1 expertise, are you able to give an opinion as to
2 what is a normal range for an individual's blood
3 glucose who may be a Type II diabetic?
4 **MR. JENNETTEN:** Objection.
5 Foundation.
6 **MR. KURNIK:** Objection to the form of
7 the question.
8 **MR. KEHART:** And relevance.
9 **MR. JENNETTEN:** You can answer.
10 **A. Pardon me.**
11 **MR. JENNETTEN:** You can answer.
12 **A. 60 to 110.**
13 **BY MR. GORDON:**
14 Q. And how did you come to have this
15 understanding that this is a normal range?
16 **A. I'm a clinical dietitian.**
17 Q. This is basic knowledge for somebody
18 with your expertise and education; is that
19 correct?
20 **A. Correct.**
21 Q. Okay. And at what point based upon
22 your own skill and expertise would it -- would it
23 be prudent for someone to go to an emergency room
24 based upon their reading?
25 **MR. JENNETTEN:** Again I'm going to

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1 object to foundation.
2 **A. That's a medical decision. I**
3 **wouldn't make that.**
4 **MR. KEHART:** Yeah. Foundation.
5 **BY MR. GORDON:**
6 Q. Is there a particular reading that
7 would cause you concern when maybe you would
8 reach out to a doctor, for example?
9 **A. I didn't monitor people's glucose**
10 **levels, and so I would not be in that position.**
11 Q. Fair enough. Other than the
12 conversation you had with Dr. Braco on Saturday
13 and then you had the other conversation I think
14 where you said that you had talked to him about
15 not taking into account, you know, saving money
16 for the county, any other conversations that you
17 recall having with Dr. Braco as it related to the
18 circumstances surrounding Michael Carter's death?
19 **A. From a financial perspective?**
20 Q. Just period. Anything as it related
21 to the circumstances surrounding Michael Carter.
22 **A. Repeat the question. I apologize.**
23 Q. Sure. I think that we talked about
24 at least two times after Michael Carter died that
25 you spoke to Dr. Braco. Once was on the phone --

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1 **A. Uh-huh.**
2 Q. -- when he called you and informed
3 you that someone had died while in custody,
4 right? That was that Saturday, correct?
5 **A. Correct.**
6 Q. Okay. You then spoke about a second
7 conversation where you said that you reiterated
8 to Dr. Braco again that these cost concerns or
9 the budget concerns of the county is not
10 something that he should take into account as
11 he's seeking to provide medical treatment; that
12 was another conversation, correct?
13 **A. Correct.**
14 Q. Was that a conversation that was said
15 over the phone, or was that face-to-face based on
16 your recollection?
17 **A. Face-to-face.**
18 Q. Okay. Do you recall discussing
19 anything else during that face-to-face
20 conversation?
21 **A. I don't recall.**
22 Q. Do you recall having any other
23 conversations between these two conversations as
24 it relates to any of the circumstances
25 surrounding the death of Michael Carter, Sr.?

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1 **A. During the investigative process I**
2 **would have talked to Dr. Braco to get details**
3 **about what occurred from his perspective.**
4 Q. Okay. And do you have a recollection
5 of any additional details he may have described
6 to you other than what you've already testified
7 about?
8 **A. Not that I recall.**
9 Q. Okay. I'm almost done. As it
10 relates to the contract that DMH held between or
11 that entered into with Macon County, what is your
12 understanding of who had authorization to call an
13 ambulance to the jail to transport someone in the
14 custody of Macon County Jail in the event of some
15 type of medical distress?
16 **MR. KEHART: Object. Leading. Legal**
17 **conclusion.**
18 **A. The nurse and/or -- and the**
19 **commissioned officers if a nurse wasn't on duty.**
20 **BY MR. GORDON:**
21 Q. What is your understanding of --
22 strike that. How did you come to have this
23 understanding that a nurse is authorized to call
24 an ambulance in the event of a medical distress
25 by someone being housed at Macon County Jail

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1 and/or one of the commissioned officers?
2 **A. The nurses were -- it was always**
3 **communicated to the nurses that if they were in a**
4 **situation they were uncomfortable with, that they**
5 **could reach out and call an ambulance. If they**
6 **could get a hold of the physician, they did it in**
7 **conjunction with the physician.**
8 Q. Okay.
9 **A. But if for some reason the doctor**
10 **didn't answer their phones, the nurse was**
11 **authorized to do that.**
12 Q. And how was this communicated to the
13 nurses?
14 **A. We had those conversations with them.**
15 **I had those conversations with them.**
16 Q. You had had those conversations --
17 excuse me.
18 **A. In staff meetings.**
19 Q. Okay. And that was pursuant to your
20 understanding of what DMH's policy was; is that
21 correct?
22 **A. In those situations where a nurse is**
23 **operating autonomously, yes.**
24 Q. Okay. So when you say autonomous, do
25 you mean where she can't -- where she or he can't

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1 reach the doctor?
2 **A. Yes.**
3 Q. Okay. So being autonomous wouldn't
4 include a situation where maybe the nurse is
5 there by him or herself and doesn't attempt to
6 reach out to a doctor, just says look, this
7 person is having a heart attack or looks like
8 they're having a heart attack, let me call the
9 ambulance instead of going and trying to reach
10 the doctor?
11 **A. If they -- if they perceive someone's**
12 **having a heart attack, they can call an**
13 **ambulance.**
14 Q. Is it the policy -- is it your
15 understanding it was the policy of DMH that first
16 the nurse would have to call the doctor even
17 though they're witnessing somebody going through
18 a very obvious --
19 **A. Not in those situations, no.**
20 Q. Okay. So in the situation where an
21 individual -- where a detainee would be
22 undergoing an obvious some type of medical
23 distress, the policy of DMH empowered the nurse
24 to be able to call an ambulance in those
25 situations and not even have to seek out a

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1 doctor, correct?

2 **A. Correct.**

3 **MR. KEHART:** Objection. Foundation.

4 **MR. KURNIK:** I object to the form of

5 the question and use of the term obvious medical

6 distress and the prior question was heart attack.

7 **A. Yes.**

8 **BY MR. GORDON:**

9 Q. And was that policy communicated in

10 writing in addition to your communication with

11 the staff in the staff meetings or was -- is it

12 just something that you verbally shared with

13 nursing staff?

14 **A. It was verbally shared.**

15 Q. Okay. Would those nurses -- during

16 the contractual year of 2014 through 2016, the

17 nurses were outsourced to the jail, would they

18 also participate in staff meetings at DMH?

19 **A. They were invited to staff meetings**

20 **at DMH Corporate Health Services, and they were**

21 **invited to overall employee meetings at the**

22 **hospital.**

23 Q. Was it mandatory, or was it by

24 invitation?

25 **A. They were always invited to the ones**

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1 **at Corporate Health. No, it was not mandatory.**

2 Q. Do you know if Jo Bates accepted any

3 of the invitations to come to any of the staff

4 meetings where any of this information was

5 shared?

6 **A. It was shared at the jail. So she**

7 **was at those staff meetings, yes.**

8 Q. At the staff meetings that took place

9 at the jail?

10 **A. Yes.**

11 Q. Okay. Do you know if she came to any

12 that took place at DMH?

13 **A. No, she did not.**

14 Q. Okay. And did you attend the staff

15 meetings at the jail where this information was

16 shared?

17 **A. Yes.**

18 Q. Okay. On approximately how many

19 occasions did you attend staff meetings at the

20 jail?

21 **A. 90 percent of the time.**

22 Q. Okay. And approximately how

23 frequently would you all have staff meetings at

24 the jail during this calendar year of 2014 --

25 excuse me -- this contractual two-year term of

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1 2014 to 2016?

2 **A. Monthly, if possible.**

3 Q. And these meetings were mandatory or

4 also by invitation -- these staff meetings at the

5 jail?

6 **A. Invitation.**

7 Q. And it's your understanding that

8 Nurse Bates accepted the invitation to come to

9 the non-mandatory staff meetings at the jail?

10 **A. Yes.**

11 Q. Do you know approximately how many

12 staff meetings she attended at the jail?

13 **A. I -- I don't recall.**

14 Q. As you sit here today do you have a

15 specific recollection of discussing DMH's policy

16 as it related to the arrangement of emergency

17 transport at one of these staff meetings or some

18 of these staff meetings at the jail?

19 **A. Would you repeat the question,**

20 **please.**

21 Q. Sure. Do you have a specific

22 recollection of informing the nursing staff that

23 was outsourced to Macon County Jail at one or

24 more of these staff meetings of the policy as

25 related to the arrangement of emergency transport

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1 of detainees who may be experiencing obvious

2 signs of medical distress?

3 **A. I don't recall specifically when it**

4 **was discussed.**

5 Q. Okay. Do you have any specific

6 recollection of Nurse Bates being in one of the

7 meetings where you specifically shared this

8 information to staff?

9 **A. I don't recall.**

10 Q. Okay. Can you say one way or the

11 other whether Nurse Bates ever received this

12 information as relates to the policy -- DMH's

13 policy of arranging emergency transport of a

14 detainee housed at the Macon County Jail who may

15 be experiencing obvious signs of medical

16 distress?

17 **A. It would be communicated through the**

18 **manager. So I can't say for sure.**

19 Q. So you don't know either way whether

20 Nurse Bates received information, correct?

21 **A. Correct.**

22 Q. Okay. And from your understanding

23 the information was shared orally and not in

24 writing, correct?

25 **A. Correct.**

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1 **MR. KURNIK:** Asked and answered.
2 **A. I didn't read the medical protocols**
3 **so I can't say one hundred percent what was in**
4 **the medical protocol.**
5 **BY MR. GORDON:**
6 Q. Based upon your knowledge that was
7 communicated earlier, you don't know about what
8 was in writing; is that fair to say?
9 **A. That's fair to say.**
10 Q. Okay. You said that you got the text
11 from Aetna -- excuse me. You said that Edna, the
12 manager, shared with you the text that she had
13 received from Nurse Bates where she said she was
14 going boating after the incident, correct?
15 **A. Correct.**
16 Q. From your understanding the manager
17 Edna, who was basically the head nurse at the
18 jail, she was communicating to you pursuant to
19 her job duties and her reporting requirements and
20 you being her boss, correct?
21 **A. Correct.**
22 Q. Okay. That was something she was
23 communicating to you in the ordinary course of
24 business that one of her subordinates Nurse Bates
25 had communicated that to her, correct?

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1 **A. Correct.**
2 **MR. GORDON:** Okay. That's all I
3 have. Thank you. I'm sure these guys have a
4 few.
5 **MR. KEHART:** I have a few. Then I'll
6 let you folks.
7 **EXAMINATION**
8 **BY MR. KEHART:**
9 Q. Let me just ask you. I probably
10 ought to know this, but I don't. As a dietitian
11 are you licensed by the state?
12 **A. You can be, yes.**
13 Q. Okay. But, for example, doctors are,
14 of course, licensed as physicians by the state?
15 **A. Correct.**
16 Q. Nurses are?
17 **A. Correct.**
18 Q. Both RNs and LPNs?
19 **A. Correct.**
20 Q. Advanced practice nurses are licensed
21 by the state?
22 **A. Correct.**
23 Q. And I mean no disrespect at all by
24 this, but you are not a and have not ever
25 practiced medicine as a physician, practiced

Page 135

1 nursing as an RN or as an LPN, or have practiced
2 as an advanced practice nurse, correct?
3 **A. That's correct.**
4 Q. Yeah. And when you say that you're
5 -- there have been some discussions about are you
6 the boss of certain people doing things and you
7 direct them. You certainly schedule them in
8 terms of their various jobs with their various
9 companies you do business with?
10 **A. Correct.**
11 Q. But I mean you don't tell doctors how
12 to practice medicine?
13 **A. Absolutely not.**
14 Q. You do not tell LPNs or RNs how to
15 practice their specialty?
16 **A. Absolutely not.**
17 Q. Or advanced practice nurses?
18 **A. Absolutely not.**
19 Q. And when you've been asked questions
20 today about whether you consider something proper
21 or improper, you're not testifying from the
22 standpoint of someone who claims to be an expert
23 in what the standards of care are for nurses, for
24 example; would that be correct?
25 **A. That's correct.**

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1 Q. You were asked about the Exhibit 1, I
2 think Acciavatti 1.
3 **A. Yes.**
4 Q. Do you have any idea what the county
5 did to come up with this language?
6 **A. I have no idea.**
7 Q. All right. Whether they had a
8 lawyer, for example, in the state's attorney's
9 office to look at it and do that, you don't know?
10 **A. I don't know.**
11 Q. This isn't your language though; you
12 wouldn't have drafted this?
13 **A. That's correct.**
14 Q. Authored this?
15 **A. That's correct.**
16 Q. And, for example, any requirements in
17 there about staffing, like having a doctor there
18 so many hours per week or months or nurses weeks
19 per month, those aren't your standards that
20 you're putting in there for them, correct?
21 **A. That's correct.**
22 Q. And the sheriff didn't ask you, hey,
23 is this okay to do this or what do you think?
24 **A. That's correct.**
25 Q. You haven't seen any of the

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1 depositions taken in this case; is that correct?
2 **A. That's correct.**
3 Q. Give me just a moment, please. I
4 don't have too much here, I don't think.
5 **A. That's okay.**
6 **MR. KEHART:** I think that's all I
7 have. Thank you very much.
8 **THE WITNESS:** Thank you.
9 **MR. JENNETTEN:** I have a few
10 questions for you.
11 **THE WITNESS:** Okay.
12 **EXAMINATION**
13 **BY MR. JENNETTEN:**
14 Q. Just about the contract first. In
15 2015 how many hours were nurses at the jail each
16 week?
17 **A. I can tell you their shifts. I would**
18 **have to add them up, but they were 7 to 3, 3 to**
19 **10 Monday through Friday, and then they work a**
20 **split eight-hour shift I believe on Saturday and**
21 **Sunday.**
22 Q. Okay. So were there times when there
23 was no medical staff at the jail?
24 **A. Correct.**
25 Q. And when was there no medical staff

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1 at the jail?
2 **A. After 10 p.m., and on the weekends I**
3 **think it was 8 p.m. as I recall.**
4 Q. Were there times during the middle of
5 the night on the weekends when there was not
6 medical staff there?
7 **A. Correct. They worked split shifts.**
8 Q. Since you were asked about the
9 dietitian license, are you currently licensed as
10 a dietitian?
11 **A. I don't practice as a dietitian, so**
12 **no, I'm not.**
13 Q. When were you last licensed as a
14 dietitian?
15 **A. I am -- I keep up my registration**
16 **through the American Dietetic Association. I**
17 **haven't -- since licensure became appropriate for**
18 **dietitians, I have never licensed because I don't**
19 **function as a dietitian.**
20 Q. Okay. It's your understanding that
21 nurses in their practice work at the direction of
22 a physician, correct.
23 **A. That's correct.**
24 Q. And you indicated it would not be a
25 nurse's decision to move an inmate from the

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1 medical cells to the general population in the
2 jail?
3 **A. That's correct.**
4 Q. They would do that at the direction
5 of a physician?
6 **A. Correct.**
7 Q. Okay. And, similarly, it would not
8 be the nurse's decision to transfer the inmate to
9 a hospital or an emergency room; that would be
10 the doctor's decision, correct?
11 **MR. GORDON:** I would object to
12 improper. It's an improper hypothetical.
13 Mischaracterizes her prior testimony.
14 **A. Could you repeat your question,**
15 **please.**
16 **MR. GORDON:** And foundation.
17 **MR. JENNETTEN:** Sure.
18 (Whereupon the requested portion of
19 the record was read by the court reporter.)
20 **A. If the person was under obvious**
21 **distress, they could ask that they be**
22 **transported.**
23 **BY MR. JENNETTEN:**
24 Q. If the doctor's contacted and tells
25 the nurse that person does not need to go to

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1 hospital, they can stay in the jail, the nurse --
2 it's not up to her to overrule that?
3 **A. That's correct.**
4 Q. And it wouldn't be -- if the --
5 strike that. If the doctor said a person could
6 be transported to the hospital at a later time by
7 squad car rather than by an ambulance right now,
8 it would be up to the nurse to follow that
9 instruction rather than overrule it, correct?
10 **A. Correct.**
11 Q. When you talked to Dr. Braco during
12 the course of your investigation, was he asked
13 about the alleged statement that he made about
14 the cost of an ambulance for Mr. Carter?
15 **A. I -- I believe I said that he -- that**
16 **I talked to him about that.**
17 Q. Okay. Did Dr. Braco admit making
18 that statement or deny making it?
19 **A. He admitted to making that statement.**
20 Q. Was Dr. Braco disciplined in any way
21 as a result of the incident with Mr. Carter?
22 **A. No.**
23 Q. Was there an investigation pertaining
24 to Dr. Braco potentially to discipline him as a
25 result of the incident with Mr. Carter?

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1 **A. After the investigation it was**
2 **believed that Dr. Braco operated on the knowledge**
3 **that he was given.**
4 Q. What was your role in the
5 investigation and disciplinary process for Nurse
6 Bates?
7 **A. It was -- I investigated the entire**
8 **incident, and I worked in conjunction with Human**
9 **Resources and John Ridley, and after the**
10 **investigation HR recommended that she be**
11 **terminated and Mr. Ridley was made aware of that**
12 **and he concurred.**
13 Q. So it was Mr. Ridley's decision to
14 terminate her?
15 **A. Based -- it was a mutual agreement**
16 **between myself, HR, and Mr. Ridley.**
17 Q. Was Dr. Braco interviewed as part of
18 the investigation regarding Jo Bates'
19 termination?
20 **A. He was -- he was -- he was part of**
21 **the investigation gathering facts.**
22 Q. Did Dr. Braco have any input or
23 recommendation regarding her termination?
24 **A. No.**
25 Q. You indicated that Dr. Braco was not

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1 disciplined because he operated on the facts that
2 he was given. Where did that information come
3 from?
4 **A. Through the investigation process.**
5 Q. And did that information come in part
6 from Dr. Braco?
7 **A. What Dr. Braco was told was taken**
8 **into consideration, what Nurse Bates communicated**
9 **was taken in consideration, and what was shared**
10 **by the administration of the jail.**
11 Q. So in deciding or attempting to
12 determine what information Dr. Braco had, you had
13 an interview with Dr. Braco, an interview with
14 Nurse Bates, and information from the Sheriff's
15 Department?
16 **A. Correct.**
17 Q. Did you review the medical records?
18 **A. Yes.**
19 **MR. JENNETTEN:** I think that's all
20 the questions I have.
21 **THE WITNESS:** Thank you.
22 **MR. KURNIK:** I've got some questions
23 and a few, and I use few in lawyers' terms.
24 **THE WITNESS:** Okay.
25 **MR. KEHART:** Tell us how many.

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1 **EXAMINATION**
2 **BY MR. KURNIK:**
3 Q. Based upon your testimony that it's
4 been ten or twelve years I believe since you
5 first signed the contract with -- DMH first
6 signed the contract with the jail -- and as I
7 indicated, incidentally, I represent Macon
8 County, Macon County Sheriff's Department and the
9 correctional officers that were involved or dealt
10 with Mr. Carter that morning.
11 **A. Thank for reiterating that. I**
12 **appreciate that.**
13 Q. Just so you know who you're talking
14 to.
15 Am I understanding then that the
16 first contract that was entered into with the
17 County was sometime around 2006, 2008. Does that
18 sound about right?
19 **A. As I recall.**
20 Q. Okay. The staffing levels that are
21 indicated or that are set forth in this Exhibit 1
22 that you looked at, was that the same staffing
23 level in the -- staffing level in the first
24 contract?
25 **A. As I recall, yes.**

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1 Q. Okay. Is it fair to say that as of
2 2015 you were under the impression that DMH was
3 adequately delivering medical services to the
4 inmates at the jail?
5 **A. Yes.**
6 Q. During those years from -- now I
7 recognize that the staffing levels, as I
8 understand it, you -- DMH just assumed that these
9 were the staffing levels that your predecessor
10 had provided at the jail?
11 **A. Correct.**
12 Q. Did anybody -- did -- and Dr. Braco
13 was the first director at the jail when DMH first
14 entered into the contract?
15 **A. Yes.**
16 Q. Did the medical director ever come to
17 you and ever say, gee, we need more staff?
18 **A. No.**
19 Q. Did he ever say, gee, we're losing
20 money?
21 **A. No.**
22 Q. Did he ever say, the nurses are
23 overworked?
24 **A. I don't recall.**
25 Q. But as far as you were aware you

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1 assumed that DMH was doing a good job at
2 providing medical services and medical care to
3 the inmates at the jail?
4 **A. Yes.**
5 Q. Never had any complaints to the
6 contrary?
7 **A. That's correct.**
8 Q. Okay. Just to clarify something,
9 counsel to my right mentioned something about the
10 statement that Nurse Bates made about the
11 thousand dollars for an ambulance?
12 **A. Correct.**
13 Q. Is it my understanding that you spoke
14 the second time with Dr. Braco after you talked
15 with Nurse Bates when she mentioned something
16 that the doctor was trying to save a thousand
17 bucks?
18 **A. Yes.**
19 Q. And you mentioned to him that this is
20 what the nurse told me, that she said you were
21 trying to save a thousand bucks?
22 **A. I don't know if I put it that way.**
23 Q. But in substance you conveyed to him
24 what the nurse told you?
25 **A. I don't know if I said that the nurse**

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1 **told me that. I may have said that it was**
2 **brought up that you were trying to save a**
3 **thousand dollars ambulance ride.**
4 Q. And he admitted making that
5 statement?
6 **A. Yes.**
7 Q. You know, sometimes in conversation
8 you may not have any recollection what but when
9 we start getting to specific points, that may
10 suddenly refresh your recollection. Do you
11 recall Nurse Bates telling you at some point in
12 time that when she spoke with the doctor he first
13 said, well, I'll see Carter, or I'll see the
14 inmate when I get there at 3:00?
15 **A. Yes.**
16 Q. And do you recall that or in your
17 investigation did you learn that Nurse Bates had
18 told Dr. Braco that this inmate has a blood sugar
19 level over 500?
20 **A. No.**
21 Q. Did you ever learn that in response
22 to a statement from Bates to that effect that the
23 doctor prescribed one or more shots of insulin?
24 **A. Not that I'm aware of.**
25 Q. Okay. And did you learn that there

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1 was a second phone conversation that Nurse Bates
2 had with the doctor in which she said, blood
3 sugar level is still up over 500?
4 **A. I don't recall.**
5 Q. If you look at the first page of the
6 contract, it says -- I believe that someplace in
7 the middle of the page, I think --
8 **A. Uh-huh.**
9 Q. -- in the indented items, the last
10 thing makes mention -- was it 24/7?
11 **A. Yes, on call coverage 24 hours a day,**
12 **seven days a week.**
13 Q. And the prefatory statement is -- was
14 it medical staff or medical personnel? What's it
15 say? The first --
16 **A. On-site physicians and nursing**
17 **services for the jail.**
18 Q. Okay. And just this first -- excuse
19 me, if I may, it says under B, Staffing: DMH
20 will provide professional on-site physician and
21 nursing services for the jail as follows.
22 **A. Uh-huh.**
23 Q. And the fifth indented paragraph says
24 -- refers to being on call 24/7?
25 **A. The fourth one. Yeah, the doctor.**

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1 Q. The fourth one?
2 **A. The doctor was on call 24 hours per**
3 **day seven days a week, and the nursing manager**
4 **was called as well by the nurses if they needed**
5 **something.**
6 Q. Or by jail staff when nurses weren't
7 there?
8 **A. Yeah, the jail staff would call Dr.**
9 **Braco.**
10 Q. And this would be -- I guess, back in
11 2015 we're using cell phones, not pagers?
12 **A. We were using cell phones, yes.**
13 Q. Okay. I'm checking a lot of stuff
14 off here pretty quickly. Who was the account
15 executive for the jail?
16 **A. I can't remember who the account**
17 **executive was at that time because they kind of**
18 **come and went.**
19 Q. Oh, okay. Do you have any
20 recollection of anyone who may have been
21 accountant or account executive who may have come
22 and gone?
23 **A. Once the contract was signed --**
24 **initially the account executive was involved when**
25 **we first obtained the contract, but once the**

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1 contract was signed, I was the main person who
2 interfaced with the jail personnel.
3 Q. Incidentally, your review of the
4 contract, was it for compliance with those terms
5 which were generally within your area of
6 responsibility; for example one of your areas of
7 responsibility was determining charges, how much
8 you'd be charging the jail for those services, I
9 gather?
10 A. Yes.
11 Q. Is that the principle reason that you
12 reviewed the contract?
13 A. Yes.
14 MR. GORDON: I would object as to
15 foundation, and the question is vague.
16 MR. KURNIK: Just trying to establish
17 foundation, counsel.
18 MR. GORDON: That's what I objected
19 to. There is no foundation, but it's okay.
20 BY MR. KURNIK:
21 Q. What's the acronym CBL stand for?
22 You said it was a training program.
23 A. Yes, at the hospital, and I don't
24 remember what CBL stands for.
25 Q. Do you recall ever having any

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1 meetings with the sheriff or the sheriff's
2 designee Hotwick just to interview them or talk
3 to them and just say, gee, how are things going,
4 any problems, any regular meetings like that?
5 A. I did.
6 Q. And as far as you learned that
7 everything was going okay at the jail?
8 A. Yes.
9 Q. And the same thing as far as those
10 types of meetings that you would have with the
11 medical director and medical manager?
12 A. Yes.
13 MR. KURNIK: That's all I have.
14 MR. VAYR: I have no questions.
15 Thank you.
16 THE WITNESS: Really? That's fine.
17 MR. KEHART: That's the best thing
18 anybody has said.
19 FURTHER EXAMINATION
20 BY MR. GORDON:
21 Q. Just some follow-up on some stuff
22 that went around the room. Did DMH have a policy
23 that allowed or authorized a doctor to give an
24 order -- strike that. Did DMH have a policy
25 between 2014 and 2016 that authorized Dr. Braco

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1 to order that Michael Carter, Sr., be transported
2 via patrol car as opposed to ambulance?
3 A. No, we had no policy regarding that.
4 It's a medical decision.
5 Q. That's a medical decision to
6 transport --
7 A. Yes.
8 Q. -- someone by patrol car?
9 A. Yes.
10 Q. How did you come to understand that's
11 a medical decision?
12 A. It's not -- physicians makes those
13 decisions.
14 Q. Have you ever heard of someone in
15 need of emergency care being authorized by a
16 medical physician to be transported by patrol car
17 as opposed to an ambulance?
18 A. If -- it's up to the physician to
19 determine if it's a medical emergency.
20 Q. Okay. So if it is determined to be a
21 medical emergency, what is your understanding of
22 DMH's policy between 2014 and 2016 as it relates
23 to a doctor's authority once it's determined it's
24 a medical emergency to have an individual in the
25 custody of Macon County Jail be transported by

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1 ambulance or patrol car?
2 A. If it's a medical emergency and the
3 physician deems it's a medical emergency, then
4 they would be transported by ambulance.
5 Q. Okay. How is this -- how has this
6 policy been articulated to the employees of DMH?
7 A. It doesn't apply to the general
8 employees at DMH.
9 Q. All right. To be doctors employed by
10 DMH -- strike that. How is this policy
11 articulated to Dr. Braco?
12 A. Physicians determine that themselves.
13 There is no policy for that. That's a medical
14 decision.
15 Q. Did DMH articulate any policy to Dr.
16 Braco as it related to the arrangement of
17 emergency transport of individuals being detained
18 in the custody of Macon County Jail in between
19 2014 and 2016?
20 A. No.
21 Q. Counsel asked you regarding -- strike
22 that. One of the provisions of the contract that
23 counsel asked you to take a look at -- I think
24 you read part of it into the record, but it dealt
25 with on call coverage 24 hours a day, 7 days a

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1 week. Do you recall that on the first page of
2 Acciavatti 1?
3 **A. Yes.**
4 Q. Okay. Now, you indicated that Dr.
5 Braco was on call 24 hours a day, seven days a
6 week, correct?
7 **A. That's correct.**
8 Q. Between 2014 and 2016 Dr. Braco was
9 the sole physician assigned by DMH to Macon
10 County Jail, correct?
11 **A. Correct.**
12 Q. I understand you're not -- that
13 you're not a doctor or a nurse. You can't speak
14 to the standards and so forth, but part of your
15 job -- is part of your job is -- strike that.
16 The main portion of your job is administration --
17 administrative during the time you were at DMH;
18 is that correct?
19 **A. Correct.**
20 Q. Part of that would include staffing;
21 isn't that correct?
22 **A. Correct.**
23 Q. Okay. That's on page 1 of the
24 contract, correct?
25 **A. Correct.**

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1 Q. Okay. How is it possible for one
2 individual to be on call 24 hours of the day
3 seven days a week for two years? How is it
4 physically possible for a doctor to always be on
5 call -- literally always on call?
6 **A. Dr. Braco was always on call 24/7,**
7 **and the administrative staff at the hospitals on**
8 **call 24/7, seven days a week. He accepted that**
9 **responsibility.**
10 Q. But how is it possible -- so strike
11 that. There were times when Dr. Braco, I assume,
12 took vacation?
13 **A. He was on call then.**
14 Q. There were -- okay. Okay. There
15 were times -- do you know if Dr. Braco ever left
16 the country in between 2014 and 2016 just as a
17 normal vacation?
18 **A. Not that I recall, but if he did, it**
19 **-- he would make his phone international.**
20 Q. Okay. On the morning that Dr. --
21 excuse me -- on the morning that Michael Carter,
22 Sr., was in medical distress and the phone call
23 or phone calls came from Nurse Bates to Dr.
24 Braco, Dr. Braco told you about getting at least
25 one phone call from Nurse Bates, correct?

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1 **A. Correct.**
2 Q. Did he tell you that he got two phone
3 calls?
4 **A. I believe he did, yes.**
5 Q. Okay. Did he also tell you that the
6 reason he didn't come back to the jail during
7 that time was because he was stuck in the mud in
8 the back of his house gardening?
9 **MR. KURNIK: Objection. That is --**
10 **there's no foundation for that statement at all.**
11 **A. I don't recall.**
12 **MR. GORDON: Okay. I mean that's his**
13 **testimony.**
14 **MR. KURNIK: He didn't say that's why**
15 **he didn't come, counsel. He just said that's**
16 **where he was at.**
17 **MR. GORDON: Stuck in the mud?**
18 **MR. KURNIK: He didn't say that's --**
19 **he did not --**
20 **MR. GORDON: Okay.**
21 **MR. KURNIK: -- testify --**
22 **MR. GORDON: Okay.**
23 **MR. KURNIK: -- "That's why I didn't**
24 **come." You check the record.**
25 **BY MR. GORDON:**

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1 Q. Okay. Okay. Did Nurse Bates -- no,
2 -- strike that. Was Nurse Bates informed that
3 the reason she was terminated from her employment
4 with DMH was as a result of her actions
5 surrounding the death of Michael Carter, Sr.?
6 **A. I don't recall. I would need the**
7 **termination information that I supplied.**
8 Q. There was a termination letter that
9 was given to her?
10 **A. There's a termination form that**
11 **directors do, and I don't -- I don't have that in**
12 **front of me.**
13 Q. Who would have that information if
14 you know?
15 **A. DMH Human Resources Department.**
16 Q. When counsel asked you about -- he
17 asked your principle role when you looked at the
18 contract. You didn't really do a lot with the
19 medical stuff. You just reviewed it. You didn't
20 do much. You passed it on. You recall when he
21 asked you questions in general related to your
22 role with the contract?
23 **A. Yes.**
24 Q. Okay. But in fact when I just asked
25 you, your main role as an administrator -- excuse

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1 me -- your main role with DMH for more than 30
2 years was as the administrator of the Corporate
3 Health Department at DMH, correct?
4 **A. Yes.**
5 **Q.** Okay. And pursuant to this contract,
6 a large part, if not, the majority of this
7 contract deals with administrative items,
8 correct?
9 **MR. KEHART:** Objection. Foundation.
10 **A. I would need to reread it again. I**
11 **don't know that it totally deals with**
12 **administrative-type things.**
13 **BY MR. GORDON:**
14 **Q.** Yeah, and absolutely, I'm not asking
15 you totally about the contract, but let's start
16 with page 1.
17 **A. Okay.**
18 **Q.** Page 1, you see Staffing, correct, on
19 page 1?
20 **A. Yes.**
21 **Q.** You see it both in section 1 at B, C,
22 and D, it explicitly states staffing
23 requirements, correct?
24 **A. Correct.**
25 **Q.** That is administrative; is that

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1 correct?
2 **A. That's correct.**
3 **Q.** We go to page 2, section E, it says
4 literally Specific Staffing Requirements; isn't
5 that correct?
6 **A. That's correct, but it also includes**
7 **medical like DMH shall provide health assessment**
8 **on an inmate or a detainee as soon as possible.**
9 **That's medical.**
10 **Q.** Right. So that's not something you
11 would personally do, but by you being the
12 administrator, you would make sure that the
13 people to do it are in place, correct?
14 **A. That the staffing is available to do**
15 **that, correct.**
16 **Q.** Staffing consisting of people,
17 correct?
18 **A. Correct.**
19 **Q.** Okay.
20 **A. But it would be up to the physician**
21 **to make sure that medically those things were**
22 **done.**
23 **Q.** Of course.
24 **A. Yes.**
25 **Q.** Right. Page 3 at Roman Numeral II it

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1 says what?
2 **A. Health Education and Training.**
3 **Q.** No. No. Read straight across from
4 Roman Numeral II.
5 **A. Administrative Services Included.**
6 **Q.** That would fall under your umbrella
7 as well?
8 **A. Health Education and Training would**
9 **be in conjunction with the medical director.**
10 **Q.** Okay.
11 **A. Because part of that -- a large part**
12 **of that is medical.**
13 **Q.** Right. You would make sure it would
14 be done as the administrator, correct?
15 **MR. KEHART:** Well, object to that.
16 Foundation.
17 **MR. GORDON:** What is the basis?
18 Okay. Fair enough.
19 **MR. KEHART:** She doesn't practice
20 medicine or nursing.
21 **A. It would be up to the physician to**
22 **make sure that the nurses received the**
23 **appropriate training and he made recommendations**
24 **to me for those.**
25 **BY MR. GORDON:**

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1 **Q.** Okay. This is what I'm trying to get
2 to.
3 **A. Okay.**
4 **Q.** I am clear that you're not a medical
5 doctor or a nurse. All right?
6 **A. Yes.**
7 **Q.** So in terms of actual treatment
8 provided by a doctor, you wouldn't do it, but as
9 part of your role as the administrator and the
10 head of Corporate Health is to make sure that the
11 staff or the people who are to do these tasks are
12 in place, correct?
13 **A. Yes.**
14 **Q.** Okay. Is it your testimony that no
15 one from Macon County Jail ever -- at any point
16 during the time you were there during the time
17 DMH had a contract with Macon County Jail that no
18 one ever complained about any of the services
19 that -- the medical or healthcare services
20 provided by DMH?
21 **A. I may -- I may get a phone call that**
22 **a certain nurse did something -- I can't even**
23 **remember specifically, and then I would talk to**
24 **that nurse, but I would meet with the**
25 **administrative staff, and other than small**

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1 tweaks, they were happy with the services.
2 Q. Do you have a recollection of
3 Lieutenant Hotwick or anyone else from Macon
4 County Jail informing you that they had a concern
5 that assessments were not being done timely?
6 A. Oh, gosh. Not that I recall.
7 MR. GORDON: Okay. That's all I
8 have. Thank you.
9 THE WITNESS: Thank you.
10 MR. GORDON: I appreciate it. Thank
11 you very much. As far as signature is concerned,
12 there are two different options that you have.
13 THE WITNESS: Okay.
14 MR. GORDON: Obviously the court
15 reporter has been taking down everything that
16 I've asked and other attorneys have asked and
17 your responsibilities. You have the right to be
18 able to review it to make sure that she heard you
19 accurately and recorded everything down
20 accurately, or you can trust that as a certified
21 court reporter, she has gotten it right. It's an
22 easier process if you waive signature, but you do
23 have the right to reserve signature and take a
24 look at it after it's completed. Typically I
25 advise my clients to waive. You're not my

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1 client. I'm just explaining to you the process.
2 You can either waive signature or reserve. It's
3 up to you.
4 THE WITNESS: And if I reserve until
5 I read, do I physically come sign it or how does
6 that work?
7 MR. GORDON: Yes, physically.
8 THE WITNESS: I think I'd prefer to
9 do that, please.
10 (The deposition was concluded at 3:30
11 p.m., and the signature of the deponent was
12 reserved.)
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1 CERTIFICATION

2
3 I, Rhonda Rhodes Bentley, CSR, a
4 Certified Shorthand Reporter (IL), do hereby
5 certify that DEBRA LEA ACCIAVATTI RENTON came
6 before me on DECEMBER 7, 2018, and swore before
7 me to testify to the truth, the whole truth and
8 nothing but the truth regarding her knowledge
9 touching upon the matter in controversy.
10 I do further certify that I did take
11 stenographic notes of the questions propounded to
12 said witness and her answers thereto and that
13 said notes were reduced to typewritten form under
14 my direction and supervision.
15 I do further certify that the
16 attached and foregoing is a true, correct and
17 complete copy of my notes and that said testimony
18 is now herewith returned. I do further certify
19 that said deposition was taken at the Law Offices
20 of Kehart, Wise, Toth & Lewis, 132 South Water,
21 Suite 200, Decatur, Illinois.
22 I do further certify that I am not
23 related in any way to any of the parties involved
24 in this action and have no interest in the
25 outcome thereof. Dated at Divernon, Illinois,
January 2, 2019.

Rhonda Rhodes Bentley, CSR
CSR# 084-002706

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1 UNITED STATES DISTRICT COURT
2 FOR THE CENTRAL DISTRICT OF ILLINOIS
3 URBANA DIVISION

4 FELITA MCGEE, as Independent)
5 Administrator of the Estate of)
6 MICHAEL CARTER, SR., deceased)
7 and as next-of-kin,)
8 Plaintiff,)
9 vs.) No. 2:16-cv-02221
10 MACON COUNTY SHERIFF'S)
11 DEPARTMENT; DECATUR MEMORIAL)
12 HOSPITAL; DMH CORPORATE HEALTH)
13 SERVICES; ROBERT BRACO, M.D., JO)
14 BATES, LPN; RANDELL WEST; LARRY)
15 PARSANO; TERRY COLLINS; MICHAEL)
16 PATTON; and JOSHUA PAGE,)
17 Defendants.)

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19
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25

DEBRA LEA ACCIAVATTI RENTON

Subscribed and Sworn before
me this _____ day of
_____, 2019.

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**UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF ILLINOIS**

FELITA MCGEE, as Independent)	
Administrator of the Estate of MICHAEL)	
CARTER, SR., <i>deceased</i> and as next-of-kin)	
)	
Plaintiff)	
)	
vs.)	
)	Case No. 2:16-cv-02221
)	
MACON COUNTY SHERIFF'S)	
DEPARTMENT; DECATUR MEMORIAL)	
HOSPITAL; DMH CORPORATE)	
HEALTH SERVICES; ROBERT)	
BRACO, MD; JO BATES, LPN;)	
RANDELL WEST; LARRY PARSANO;)	
TERRY COLLINS; MICHAEL PATTON;)	
and JOSHUA PAGE)	
)	
Defendants.)	

**PLAINTIFF'S THIRD REQUEST TO PRODUCE TO
DEFENDANT DECATUR MEMORIAL HOSPITAL**

Plaintiff, FELITA MCGEE, as Independent Administrator of the ESTATE OF MICHAEL CARTER, SR. *deceased*, and as next-of-kin, by her attorneys, LAW OFFICES OF RAHSAAN A. GORDON, propounds the following THIRD REQUEST TO PRODUCE to be answered by Defendant DECATUR MEMORIAL HOSPITAL within the next thirty (30) days:

1. Please identify and produce all documents, manuals, records, guidelines, booklets, emails, and/or notes relating to the protocol(s) drafted by Defendant Robert Braco, M.D. regarding evaluation and/or treatment of diabetic detainees held at Macon County Jail during 2013-2015, and maintained at Macon County Jail and Decatur Memorial Hospital as testified to by Debbie Acciavatti during her December 7, 2018 deposition.

2. Please identify and produce all documents, records, emails, text messages, and/or notes relating to the termination of Defendant Jo Bates's employment by Decatur Memorial Hospital.

LAW OFFICES OF RAHSAAN A. GORDON

By: Rahsaan A. Gordon

Rahsaan A. Gordon
LAW OFFICES OF RAHSAAN A. GORDON
333 West Wacker Drive – Suite 500
Chicago, Illinois 60606
(312) 422-9500
Atty. No. 42809

**UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF ILLINOIS**

FELITA MCGEE, as Independent)	
Administrator of the Estate of MICHAEL)	
CARTER, SR., <i>deceased</i> and as next-of-kin)	
)	
Plaintiff)	
)	
vs.)	
)	Case No. 2:16-cv-02221
)	
MACON COUNTY SHERIFF'S)	
DEPARTMENT; DECATUR MEMORIAL)	
HOSPITAL; DMH CORPORATE)	
HEALTH SERVICES; ROBERT)	
BRACO, MD; JO BATES, LPN;)	
RANDELL WEST; LARRY PARSANO;)	
TERRY COLLINS; MICHAEL PATTON;)	
and JOSHUA PAGE)	
)	
Defendants.)	

**PLAINTIFF'S THIRD REQUEST TO PRODUCE TO
DEFENDANT ROBERT BRACO**

Plaintiff, FELITA MCGEE, as Independent Administrator of the ESTATE OF MICHAEL CARTER, SR. *deceased*, and as next-of-kin, by her attorneys, LAW OFFICES OF RAHSAAN A. GORDON, propounds the following THIRD REQUEST TO PRODUCE to be answered by Defendant ROBERT BRACO within the next thirty (30) days:

1. Please identify and produce all documents, manuals, records, guidelines, booklets, emails, and/or notes relating to the protocol(s) drafted by Defendant Robert Braco, M.D. regarding evaluation and/or treatment of diabetic detainees held at Macon County Jail during 2013-2015, and maintained at Macon County Jail and Decatur Memorial Hospital as testified to by Debbie Acciavatti during her December 7, 2018 deposition.

LAW OFFICES OF RAHSAAN A. GORDON

By: //Rahsaan A. Gordon

Rahsaan A. Gordon
LAW OFFICES OF RAHSAAN A. GORDON
333 West Wacker Drive – Suite 500
Chicago, Illinois 60606
(312) 422-9500
Atty. No. 42809

[Print](#) | [Close Window](#)Sunday, 31 March, 2019 03:37:45 PM
Clerk, U.S. District Court, ILCD**Subject: Carter - Plaintiff's 3rd Req for Production****From: rg@attorneygordon.com****Date: Mon, Dec 31, 2018 3:44 pm****To: "Regan Lewis" <RLewis@kehart.com>, "Mike Kehart" <mjk@kehart.com>****Cc: "Keith Fruehling" <KFruehling@heyloyster.com>, "Peter Jennetten" <PJennetten@quinnjohnston.com>, "Bill Kurnik" <Bkurnik@khkklaw.com>****Attach: Carter - Pltfs 3rd req prod - Braco.pdf****Carter - Pltfs 3rd req prod - DMH.pdf**

Regan,

Attached please find Plaintiff's 3rd Request for Production of Documents directed at DMH and Robert Braco.

Best,

Rahsaan

Rahsaan A. Gordon

LAW OFFICES OF RAHSAAN A. GORDON, P.C.

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**UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF ILLINOIS**

FELITA MCGEE, as Independent)
Administrator of the Estate of MICHAEL)
CARTER, SR., *deceased* and as next-of-kin)
Plaintiff)

vs.)

Case No. 2:16-cv-02221

MACON COUNTY SHERIFF'S)
DEPARTMENT; DECATUR MEMORIAL)
HOSPITAL; DMH CORPORATE)
HEALTH SERVICES; ROBERT)
BRACO, MD; JO BATES, LPN;)
RANDELL WEST; LARRY PARSANO;)
TERRY COLLINS; MICHAEL PATTON;)
and JOSHUA PAGE)
Defendants.)

**NOTICE OF DEPOSITION OF DMH CORPORATE REPRESENTATIVE
PURSUANT TO 30(b)(6)**

TO ALL ATTORNEYS OF RECORD:

Brian Michael Smith bsmith@heyloyster.com, urbecf@heyloyster.com
Keith Eric Fruehling kfruehling@heyloyster.com, urbecf@heyloyster.com
Michael B Baggett mbaggett@sa-macon-il.us, mmartin@sa-macon-il.us
Michael J Kehart mjk@kehart.com, jer@kehart.com
Peter R Jenetten pjenetten@quinnjohnston.com, kjohnson@quinnjohnston.com
Regan Lewis rlewis@kehart.com, jer@kehart.com, regan.lewis@gmail.com
William W Kurnik bkurnik@khkklaw.com, kstocco@khkklaw.com

PLEASE TAKE NOTICE that pursuant to Fed. R. Civ. P. 30(b)(6) pursuant to the provisions of Civil Rules of the United States District Court for the Central District of Illinois, Plaintiff shall take the deposition upon oral examinal, to be recorded by stenographic means, at KEHART, Decatur, Illinois. Decatur Memorial Hospital is requested to designate the person or persons most knowledgeable and prepared to testify on behalf of Decatur Memorial Hospital concerning the subject matter identified in Exhibit A hereto, at the time and place indicated below:

<u>DEPONENT</u>	<u>ADDRESS</u>	<u>DATE</u>	<u>TIME</u>
DMH Corporate	123 S. Water	3/25/19	11 AM

representative on topics Suite 200
identified in Exhibit, attached Decatur, IL 62525
hereto

LAW OFFICES OF RAHSAAN A. GORDON

By:/s/: Rahsaan A. Gordon
One of Plaintiff's Attorneys

Rahsaan A. Gordon
LAW OFFICES OF RAHSAAN A. GORDON
333 West Wacker Drive, Suite 500
Chicago, Illinois 60606
(312) 422-9500
Firm ID 42809

Certificate of Service

The undersigned attorney says that he served the foregoing attorney on the attorney(s) address by emailing a copy to each counsel of record registered thru the Court's Case Management/Electronic (CM/ECF) system.

By:/s/: Rahsaan A. Gordon

EXHIBIT A

Defendant DECATUR MEMORIAL HOSPITAL is requested to designate one or more 30(b)(6) witnesses who is (are) knowledgeable and prepared to testify fully on behalf of Defendant regarding the following topics:

1. Corporate policies and procedures concerning the training, staffing, and supervision of its employees and/or agents assigned to work at the Macon County Sheriff's Department Jail from January 1, 2012 to August 1, 2015.

2. Corporate policies and procedures concerning any protocols, guidelines, standards, and procedures concerning healthcare provided to detainees by its employees and/or agents at the Macon County Sheriff's Department Jail Macon County Sheriff's Department Jail from January 1, 2012 to August 1, 2015, including:

- a) assessment, treatment, and/or monitoring of diabetic detainees;
- b) arrangement and/or coordination of emergency transport for a seriously ill detainee;
- c) any standard operating procedures;
- d) administration of a detainee's medication;
- e) and maintenance of a detainee's healthcare records at the jail.

The deponent(s) is (are) instructed to bring with him/her to the deposition any and all documents, photographs, notes, memorandum, correspondence, manuals, guidelines, charts, or similar analogous instruments related to this matter which the witness possess, or has received, referenced, relied upon, or which was supplied to the witness by any person or party in connection with this matter or which was supplied by the witness or any party in connection with this matter

**UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF ILLINOIS**

FELITA MCGEE, as Independent)	
Administrator of the Estate of MICHAEL)	
CARTER, SR., <i>deceased</i> and as next-of-kin)	
)	
Plaintiff)	
)	
vs.)	
)	Case No. 2:16-cv-02221
)	
MACON COUNTY SHERIFF'S)	
DEPARTMENT; DECATUR MEMORIAL)	
HOSPITAL; DMH CORPORATE)	
HEALTH SERVICES; ROBERT)	
BRACO, MD; JO BATES, LPN;)	
RANDELL WEST; LARRY PARSANO;)	
TERRY COLLINS; MICHAEL PATTON;)	
and JOSHUA PAGE)	
)	
Defendants.)	

NOTICE OF DEPOSITIONS

TO ALL ATTORNEYS OF RECORD:

Brian Michael Smith bsmith@heyloyster.com, urbecf@heyloyster.com

Keith Eric Fruehling kfruehling@heyloyster.com, urbecf@heyloyster.com

Michael B Baggett mbaggett@sa-macon-il.us, mmartin@sa-macon-il.us

Michael J Kehart mjk@kehart.com, jer@kehart.com

Peter R Jenetten pjenetten@quinnjohnston.com, kjohnson@quinnjohnston.com

Regan Lewis rlewis@kehart.com, jer@kehart.com, regan.lewis@gmail.com

William W Kurnik bkurnik@khkklaw.com, kstocco@khkklaw.com

PLEASE TAKE NOTICE that the following depositions will be taken of the person named below on the date and hour specified below at the address specified below before a Notary Public, pursuant to the provisions of Civil Rules of the United States District Court for the Central District of Illinois:

<u>DEPONENT</u>	<u>ADDRESS</u>	<u>DATE</u>	<u>TIME</u>
RODNEY SLAYBACK	123 S. Water Suite 200 Decatur, IL 62525	3/25/19	1 PM

SGT. R.D. ATKINS	123 S. Water Suite 200 Decatur, IL 62525	3/25/19	3 PM
EDNA MORGAN	123 S. Water Suite 200 Decatur, IL 62525	3/26/19	9 AM
TIM STONE	123 S. Water Suite 200 Decatur, IL 62525	3/26/19	4 PM
JEFFREY KELLER	123 S. Water Suite 200 Decatur, IL 62525	3/27/19	11 AM

LAW OFFICES OF RAHSAAN A. GORDON

By:/s/: Rahsaan A. Gordon
One of Plaintiff's Attorneys

Rahsaan A. Gordon
LAW OFFICES OF RAHSAAN A. GORDON
333 West Wacker Drive, Suite 500
Chicago, Illinois 60606
(312) 422-9500
Firm ID 42809

Certificate of Service

The undersigned attorney says that he served the foregoing attorney on the attorney(s) address by emailing a copy to each counsel of record registered thru the Court's Case Management/Electronic (CM/ECF) system.

By:/s/: Rahsaan A. Gordon

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Sunday, 31 March, 2019 03:37:46 PM

Clerk, U.S. District Court, ILCD

Subject: Carter vs. DMH, et al.outstanding discovery
From: rg@attorneygordon.com
Date: Tue, Mar 12, 2019 3:05 pm
To: "Regan Lewis" <RLewis@kehart.com>, "Mike Kehart" <mjk@kehart.com>
Bcc: "Rahsaan Gordon" <rg@attorneygordon.com>

Regan,

Please allow this email to serve as a follow-up and confirmation of our conversation last Wednesday (March 6, 2019) regarding your clients' outstanding discovery.

Specifically, we discussed your long-outstanding responses to **Plaintiff's 2nd and 3rd Request for Production of Documents forwarded to you on November 30, 2018 and December 31, 2018, respectively.** You assured at the last in-person deposition, several weeks ago, that you would forward information relative to the outstanding requests later that same week. Again, that was several weeks ago. Up until my phone call to you last Wednesday, I had heard nothing. I phoned you to discuss the outstanding discovery again, and to avoid the Court's involvement. You indicated during last Wednesday's call that you had been busy, but would do your best to get the items to me by today's date. As the day is coming to a close, I have yet to hear from you at all regarding ANY of the outstanding requests.

Again, the requests are as follows:

DMH (2nd)

1. Please identify and produce all documents that reflect, describe or relate to Defendant DECATUR MEMORIAL HOSPITAL'S financial condition (including all assets and liabilities) for the period January 1, 2014, through the present, including but not limited to financial statements, annual reports, balance sheets, assets and liability statements, quarterly financial statements, statements of net worth, federal tax returns, state tax returns, and profit and loss statements.

2. A statement of Defendant Decatur Memorial Hospital's current net worth verified by a Certified Public Accountant.

Braco (2nd):

1. Please identify and produce all documents that reflect, describe or relate to Defendant ROBERT BRACO'S financial condition (including all assets, income, and liabilities) for the period January 1, 2015, through the present, including but not limited to income tax return records, financial statements, gross income statements, corporate interest statements, and real property statements.

DMH (3rd):

1. Please identify and produce all documents, manuals, records, guidelines, booklets, emails, and/or notes relating to the protocol(s) drafted by Defendant Robert Braco, M.D. regarding evaluation and/or treatment of diabetic detainees held at Macon County Jail during 2013-2015, and maintained at Macon County Jail and Decatur Memorial Hospital as testified to by Debbie Acciavatti during her December 7, 2018 deposition.

2. Please identify and produce all documents, records, emails, text messages, and/or notes relating to the termination of Defendant Jo Bates's employment by Decatur Memorial Hospital.

As mentioned, it is my hope to avoid involving the Court in most, if not all, of these outstanding discovery issues. However, given that fact discovery is currently set to close at the end of this month, Plaintiff will have no other choice but to involve the Court if the requested information is not received, in full, by the close of business today, Plaintiff will have no other choice.

Any questions/concerns, please feel free to contact me directly.

Best,

Rahsaan

Rahsaan A. Gordon

LAW OFFICES OF RAHSAAN A. GORDON, P.C.

333 West Wacker Drive - Suite 500

Chicago, Illinois 60606

(p) 312-422-9500

(f) 312-422-9507

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[Print](#) | [Close Window](#)Sunday, 31 March, 2019 03:37:46 PM
Clerk, U.S. District Court, ILCD

Subject: Notice of 30(b)(6) Deposition of DMH Corporate Representative
From: Regan Lewis <RLewis@kehart.com>
Date: Thu, Mar 21, 2019 1:19 pm
To: "rg@attorneygordon.com" <rg@attorneygordon.com>
Cc: Mike Kehart <mjk@kehart.com>
Attach: image001.png

Rahsaan,

I thought it might be best if I put our concerns with the 30(b)(6) notice in writing and then we can discuss over the phone more fully.

1. With respect to the technical deficiencies, we've identified:

- Timeframe – We're unclear why you are asking that someone testify as to such a broad period of time. The relevant time frame is July 2015. It could be argued that it was the contractual term that was in effect in July 2015, but even that doesn't get you to 2012.
- Your Notice is worded presently that the DMH witness testify fully as to corporate policies and procedures... **including** the five topics you list. The case law indicates that you have to be painstakingly specific in what you expect the witness to testify to so that they can be fully prepared. This wording indicates you will be seeking more information than what you've included in your notice.
- Topic 1: You have not identified whether you seek information regarding Type 1 diabetes, Type 2 diabetes, or both. Obviously, we know MC was a Type 2 diabetic. We also know from deposition testimony that Type 1 diabetics and Type 2 diabetics were processed differently in the MCJ. We would feel it most appropriate to limit the inquiry to Type 2 diabetics.
- Topic 2: You have not defined the term "seriously ill." This inquiry could potentially require the medical opinion from a physician which may require us to produce more than one corporate representative. If we bear the responsibility of preparing a witness so that they give complete, knowledgeable, and binding answers on the corporation, then we must know exactly where you're going with this topic.
- Topic 3: You ask that someone be prepared to discuss "any" standard operating procedure without any limitation. This topic, as drafted, would potentially cover procedures that are not relevant. Please narrow this to be more specific.
- Topic 4: You have not advised whether you seek information regarding administration of a detainee's prescription or non-prescription medication. Moreover, the medical staff at the jail was not solely responsible for handling medications. For example, sheriff's officers may accept and transfer medications provided by the detainee or the detainee's family. We are unsure of what specific aspect of administration you seek to inquire about.
- Topic 5: You seek information regarding the maintenance of a detainee's healthcare records. These records are only maintained at the jail and never were or have been property of DMH.

2. Notwithstanding the technical deficiencies we've identified, DMH has no corporate representative to produce.

We have advised that there are no written policies, procedures, or protocols with respect to the Macon County Jail to turn over. There has been conflicting deposition testimony as to whether written policies were ever in the possession of Decatur Memorial Hospital outside of the medical unit in Macon County Jail. Of the four medical witnesses deposed in the case so far, two have said there were written policies kept in a binder at the jail in the medical unit and one witness has said that there was a copy in the jail and at DMH Corporate Health and I don't believe you made an inquiry regarding this matter to John Ridley, if I recall correctly. DMH has searched for a copy of the written policies referenced in that deposition and cannot locate same. The only written protocols tendered in this case have been those drafted and distributed by the Macon County Sheriff's Office. DMH cannot be responsible for producing a corporate representative to discuss the written policies of a different institution.

We are in a near impossible position here. We all know that there are no written policies and procedures in DMH's possession with respect to the Macon County Jail. As a result, any testimony regarding what the policies and procedures were at the Macon County Jail in 2015 (or further back depending on whether we can agree to narrow the timeframe) can only be based on a person's (or persons') recollection(s). You have already deposed the individuals with the most knowledge and had the benefit of nearly 20 hours of deposition testimony from those individuals – Dr. Robert Braco, Nurse Jo Bates, Debbie Accivatti Renton, and John Ridley. You have also apparently subpoenaed former DMH nurse Edna Morgan to testify in this case next week.

The fact of the matter is that Decatur Memorial Hospital has no way to prepare a corporate representative to testify fully and completely with respect to the above-listed topics. The individuals who were assigned to the Jail and who reviewed the jail contract in existence during the relevant timeframe have been deposed based on their recollection already. We're not sure what you're trying to get at with this notice. It seems like you're trying to find the basis for your *Monell* claim, but we can't produce a witness to testify about something that doesn't exist. These are things that are unknowable to all of us at this point.

Please review and give me and Mike a call so we can discuss further.

Warmest regards,

Regan Lewis, Esq.
Kehart, Peckert, Wise, Toth & Lewis
132 S. Water, Suite 200
P.O. Box 860
Decatur, IL 62525-0860
Phone: 217-428-4689
Fax: 217-422-7950



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Subject: RE: Notice of 30(b)(6) Deposition of DMH Corporate Representative
From: rg@attorneygordon.com
Date: Thu, Mar 21, 2019 1:57 pm
To: "Regan Lewis" <RLewis@kehart.com>
Cc: "Mike Kehart" <mjk@kehart.com>
Attach: image001.png

Regan,

Thank you for the email. I have reviewed, and disagree with your position.

1. Regarding what you consider to be "technical" deficiencies, I'll address one by one.

- Timeframe - a two year period of time is a very narrow slice of time to understand "Corporate policies and procedures concerning the training, staffing, and supervision of its employees and/or agents assigned to work at the Macon County Sheriff's Department Jail" between 2013 and August 2015. This is discovery narrowly tailored to understand the nature of governance regarding the system of healthcare delivery into the jail at this time.

- The Notice requests someone from DMH to speak about the corporate policies and procedures only in relationship to the contract with Macon County Sheriff's Dept. during the requested period of time. Again, specific and a narrow timeline.

- Topic 1 - There is no need for Plaintiff to differentiate between Type 1 and Type 2 diabetes.

- Topic 2 - if the term "seriously ill" is too vague, Plaintiff will amend the Notice to reflect "in need of emergency transport due to health concern"

- Topic 3 - as mentioned above, this discovery narrowly tailored to understand the nature of governance regarding the system of healthcare delivery into the jail at this time. Per the Contract, DMH was to administer the healthcare delivery system at the jail, and those are the standard operating policies and procedures we are seeking. If here are SPECIFIC areas you feel are irrelevant, please advise.

- Topic 4 - There is no need for Plaintiff to differentiate between prescription and non-prescription medication.

- Topic 5 - Ad the deliverer of healthcare services at the jail, DMH can't plausibly argue it didn't maintain detainee's records. Plaintiff is simply to seeking to discover information relating to its related policy, guidelines, etc.

2. Now having moved beyond the claimed technical deficiencies, DMH is required to identify someone with the most knowledge in the area of policy, training, supervision, etc. in this matter. As you correctly point out in your email, Plaintiff has brought a *Monell* claim against DMH, and is obviously entitled to pursue discovery in this area. Your "most knowledgeable" person doesn't have to know a great deal, but nonetheless we are entitled to depose that person(s) to discover relevant information.

I'll be be available to talk at 2:15 pm, and will call you and Mike at that time to discuss, provided that time works for you both.

Best,

Rahsaan

Rahsaan A. Gordon

LAW OFFICES OF RAHSAAN A. GORDON, P.C.

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----- Original Message -----

Subject: Notice of 30(b)(6) Deposition of DMH Corporate Representative

From: Regan Lewis <RLewis@kehart.com>

Date: Thu, March 21, 2019 1:19 pm

To: "rg@attorneygordon.com" <rg@attorneygordon.com>

Cc: Mike Kehart <mjk@kehart.com>

Rahsaan,

I thought it might be best if I put our concerns with the 30(b)(6) notice in writing and then we can discuss over the phone more fully.

1. With respect to the technical deficiencies, we've identified:

- Timeframe – We're unclear why you are asking that someone testify as to such a broad period of time. The relevant time frame is July 2015. It could be argued that it was the contractual term that was in effect in July 2015, but even that doesn't get you to 2012.
- Your Notice is worded presently that the DMH witness testify fully as to corporate policies and procedures... **including** the five topics you list. The case law indicates that you have to be painstakingly specific in what you expect the witness to testify to so that they can be fully prepared. This wording indicates you will be seeking more information than what you've included in your notice.
- Topic 1: You have not identified whether you seek information regarding Type 1 diabetes, Type 2 diabetes, or both. Obviously, we know MC was a Type 2 diabetic. We also know from deposition testimony that Type 1 diabetics and Type 2 diabetics were processed differently in the MCJ. We would feel its most appropriate to limit the inquiry to Type 2 diabetics.
- Topic 2: You have not defined the term "seriously ill." This inquiry could potentially require the medical opinion from a physician which may require us to produce more than one corporate representative. If we bear the responsibility of preparing a witness so that they give complete, knowledgeable, and binding answers on the corporation, then we must know exactly where you're going with this topic.
- Topic 3: You ask that someone be prepared to discuss "any" standard operating procedure without any limitation. This topic, as drafted, would potentially cover procedures that are not relevant. Please narrow this to be more specific.

- Topic 4: You have not advised whether you seek information regarding administration of a detainee's prescription or non-prescription medication. Moreover, the medical staff at the jail was not solely responsible for handling medications. For example, sheriff's officers may accept and transfer medications provided by the detainee or the detainee's family. We are unsure of what specific aspect of administration you seek to inquire about.
- Topic 5: You seek information regarding the maintenance of a detainee's healthcare records. These records are only maintained at the jail and never were or have been property of DMH.

2. Notwithstanding the technical deficiencies we've identified, DMH has no corporate representative to produce.

We have advised that there are no written policies, procedures, or protocols with respect to the Macon County Jail to turn over. There has been conflicting deposition testimony as to whether written policies were ever in the possession of Decatur Memorial Hospital outside of the medical unit in Macon County Jail. Of the four medical witnesses deposed in the case so far, two have said there were written policies kept in a binder at the jail in the medical unit and one witness has said that there was a copy in the jail and at DMH Corporate Health and I don't believe you made an inquiry regarding this matter to John Ridley, if I recall correctly. DMH has searched for a copy of the written policies referenced in that deposition and cannot locate same. The only written protocols tendered in this case have been those drafted and distributed by the Macon County Sheriff's Office. DMH cannot be responsible for producing a corporate representative to discuss the written policies of a different institution.

We are in a near impossible position here. We all know that there are no written policies and procedures in DMH's possession with respect to the Macon County Jail. As a result, any testimony regarding what the policies and procedures were at the Macon County Jail in 2015 (or further back depending on whether we can agree to narrow the timeframe) can only be based on a person's (or persons') recollection(s). You have already deposed the individuals with the most knowledge and had the benefit of nearly 20 hours of deposition testimony from those individuals – Dr. Robert Braco, Nurse Jo Bates, Debbie Accivatti Renton, and John Ridley. You have also apparently subpoenaed former DMH nurse Edna Morgan to testify in this case next week.

The fact of the matter is that Decatur Memorial Hospital has no way to prepare a corporate representative to testify fully and completely with respect to the above-listed topics. The individuals who were assigned to the Jail and who reviewed the jail contract in existence during the relevant timeframe have been deposed based on their recollection already. We're not sure what you're trying to get at with this notice. It seems like you're trying to find the basis for your *Monell* claim, but we can't produce a witness to testify about something that doesn't exist. These are things that are unknowable to all of us at this point.

Please review and give me and Mike a call so we can discuss further.

Warmest regards,

Regan Lewis, Esq.
Kehart, Peckert, Wise, Toth & Lewis
132 S. Water, Suite 200
P.O. Box 860
Decatur, IL 62525-0860
Phone: 217-428-4689
Fax: 217-422-7950

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[Print](#) | [Close Window](#)**Subject:** Carter/McGee v. DMH - DMH's Response to Plaintiff's 3rd RTP**From:** Regan Lewis <RLewis@kehart.com>**Date:** Thu, Mar 28, 2019 3:48 pm**To:** "rg@attorneygordon.com" <rg@attorneygordon.com>

Peter Jennetten <PJennetten@quinnjohnston.com>, Bill Kurnik <bkurnik@khkklaw.com>, Susan Eberhardt <seberhardt@khkklaw.com>, Matt Warner <MWarner@quinnjohnston.com>, "kfruehling@heyloyster.com"

Cc: <kfruehling@heyloyster.com>, "Bryan J. Vayr" <bvayr@heyloyster.com>, Mike Kehart <mjk@kehart.com>, Julie Willis <jer@kehart.com>, Tammy Parker <tparker@heyloyster.com>, Karen Stocco <kstocco@khkklaw.com>, Karen Johnson <KJohnson@quinnjohnston.com>**Attach:** image001.png

DMH's Response to Plaintiff's Third Request to Produce.pdf

Rahsaan,

Attached please find DMH's responses to your Third Request to Produce. I am still waiting on Dr. Braco's signature for his response, but it mirrors DMH's and I have nothing additional to produce as to him.

Please let me know if you have any questions or concerns.

Warmest regards,

Regan Lewis, Esq.

Kehart, Peckert, Wise, Toth & Lewis

132 S. Water, Suite 200

P.O. Box 860

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Phone: 217-428-4689

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TERMED

TERMINATION
FORMDecatur
Memorial
Hospital

#5278, dob: 7/30/1968, ETO, LPN

PLEASE ATTACH OR FORWARD A WRITTEN RESIGNATION, IF AVAILABLE, OR DIRECTOR'S EXPLANATION FOR TERMINATION

SOCIAL SECURITY:

NAME: Bates, JoDEPT NAME: CORPORATE HEALTH #76510HIRE DATE: 4/20/2015TERM EFFECTIVE DATE: 9/4/2015LAST DAY WORKED: 9/4/2015TERMINATION CODE: 54-InvoluntarySTATUS: Non ExemptTYPE: InvoluntaryREHIRE: NoEmployee made inappropriate actions and comments regarding an inmate's medical issue

RATING

KNOWLEDGE: Satisfactory
PERFORMANCE: Unsatisfactory
DEPENDABILITY: Satisfactory
INITIATIVE: Satisfactory
TEAMWORK: Satisfactory
PRODUCTIVITY: Satisfactory

Iqur Bundick 10/16/15

EXIT INTERVIEW:

GENERATED ON: 10/13/2015 9:59:44 AM

BY: Debbie Acciavatti, debbiea


Director of Human Resources

10/15/15

benefits
9/16, 9/16

Documentation regarding Jo Bates – Macon County Jail Nurse

August 17, 2015

Writer received call from Debbie Acciavatti, Director, Corporate Health Services who explained that her employee, Jo Bates, was currently working at Macon County Jail and had a non-work related injury that would put her off the job for 6-8 weeks. Employee had a fractured elbow and would not be able to work as an LPN. Debbie also stated that the jail did not want her back due to the investigation regarding the recent death of an inmate. DMH has a contract to provide medical services to the jail and Jo was working the day the incident took place.

Debbie asked if we could go ahead and terminate her as she did not qualify for FMLA, had only been here since May, and she did not have any work for her. I explained to Debbie that I would like to discuss the situation with Kevin and Paige, due to the incident at the jail, and I would be back in touch with her. I told her that at minimum, we would need documentation from the jail as why they did not feel comfortable having her come back before we could move forward. I asked Debbie what the employee was doing now if she could not work and she stated that she had been accommodating her in a light duty position at CHS but, was no longer doing so. I inquired if she had any openings this employee could transfer too and she told me no, I was hoping to term her due to her not qualifying for FMLA.

I spoke to Kevin regarding the situation and he agreed, along with Paige who happened to be in his office, that we need to have documentation from the jail as to why they did not want her to return.

August 18, 2015

Writer sent email to Debbie stating that we needed to have a formal request in writing from the jail before we could make a decision about her employment at DMH.

Debbie called writer and said that she did not want to ask the administration at the jail for the documentation and she did not understand why we could not terminate the employee. The contract stated that the jail could ask a replacement at any time and they were exercising that right to do so. I explained to Debbie that we could provide them with another employee but, that since Jo was an employee of Decatur Memorial Hospital, I needed to ensure from an HR perspective that we were ok to terminate her employee all together. She stated that she really did not have a position for her and didn't want to create one. I explained that she did not have to do that but, she could give the employee a non-FMLA leave and I had sent the form to her in the above referenced email.

Debbie said that she would contact the administration and see what she could get from them. They had previously indicated that the employee made some unprofessional comments during the investigation and they did not feel comfortable having her return. Again, I stressed to Debbie that we needed to determine what the issues were and move forward from there. I also stated that I would not move forward without approval from Administration and that she needed to clear any action with John Ridley.

August 26, 2015

Debbie contact me stating that she had met with the sheriff and the lieutenant in charge of the facility and they had provided her with additional information. Due to the pending investigation of the death, they did not want to put anything in writing but, did go through the issues with her. She stated that she asked if HR could be present during the meeting and they indicated no.

During the course of the investigation, they claim that the employee made several statements, in front of other Correctional Officers or investigators that were unprofessional. Debbie relayed that she told them "if you need anything, I am going to the boat and will be drinking." They felt this statement was not appropriate due to the fact that an inmate had died during her shift. They allege that she made the following statement during the course of the investigation "this was Gods' way of natural selection, weeding out the rif, raf" in regards to the inmates death.

They also had some concerns regarding her clinical judgment during the incident and indicated that she had told several CO officers that she believed the inmate was faking the illness and just being uncooperative. Based on this direction, they approached the inmate as combative and used additional force. I asked Debbie if she believed that the employee's actions required reporting to the IDPF and said no, I don't believe so.

Debbie said that she wanted to meet with the employee and let her know that she was terminated. Employee had told Debbie that she would be off work for the next few weeks and she did not have any work for her. She asked if she could transfer to another department and I explained that she had to meet the physical requirements for a new job and she would be unable to do so at this time with a fractured employee. Debbie was insistent on terminating the employee's employment at this time. I asked if she had spoken with John Ridley about the situation and did agree with the plan moving forward. She indicated yes, that she had spoken with him after meeting with the jail and he was in agreement.

We agreed to meet with the employee on Friday, August 28 at 10:00.

August 28, 2015

I went to CHS to meet with employee and Debbie, upon arrival she told me that the employee had called stating she would be 30-45 late as she had to go to a physician appointment. I explained to Debbie that I had to leave in about 45 minutes as I had a unemployment hearing that I had to facilitate.

While waiting, I outlined the two options that we had for meeting with the employee. I told Debbie that we could schedule another time to meet for that afternoon or Monday or she could meet with the employee along with Becca Bentley, CHS Manager. Debbie said that she felt comfortable meeting with the employee and going through the issues. I outlined for her what needed to be discuss and that we needed to be honest about the issue brought up by jail management. We cannot offer her another position at this time due to her inability to work and she is free to reapply once she is cleared to return to work full duty.

While at lunch, I received a call from Debbie stating that she had met with the employee and she had some questions regarding unemployment, rehire, ect. I told Debbie that the employee could schedule a time to meet with me later that afternoon or I could give her a call to answer her questions. She indicated that the employee wanted me to give her a call and said she would email me her number.

Monday, August 31 2015

I spoke with Jo Bates via telephone regarding her exit from the organization. The employee did not understand why I could not place her in another position as she could use her right arm. I explained that she would need to be full duty and meet the physical requirements of a new position in order to do so. I inquired if she was currently released to return to work and she said, no, I am off work for another 2-4 weeks right now. I told employee that she was free to apply to any open position once her physician cleared her to return to work full duty, no restrictions. Employee stated that she did not make those comments that Debbie said she did. I asked why she thought jail administration might be stating that she did and she replied "they want to cover their own butts, you know how law enforcement works."

Employee inquired if she would be a no rehire as she really wanted to work at DMH. I explained our policy was to verify dates of employment and position held only and that we do not comment on rehirability.

A handwritten signature in black ink, appearing to read "J. Bates", with a long horizontal flourish extending to the right.