



Aitkin
County

Board of County Commissioners Agenda Request

2H
Agenda Item #

Requested Meeting Date: August 11, 2015

Title of Item: Jail Nursing Services Contract

<input type="checkbox"/> REGULAR AGENDA	Action Requested:	<input type="checkbox"/> Direction Requested	
<input checked="" type="checkbox"/> CONSENT AGENDA		<input checked="" type="checkbox"/> Approve/Deny Motion	<input type="checkbox"/> Discussion Item
<input type="checkbox"/> INFORMATION ONLY		<input type="checkbox"/> Adopt Resolution (attach draft)	<input type="checkbox"/> Hold Public Hearing* <i>*provide copy of hearing notice that was published</i>

Submitted by: Sheriff Scott A. Turer	Department: Aitkin County Sheriff's Office
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Presenter (Name and Title): Sheriff Scott A. Turner	Estimated Time Needed:
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Summary of Issue:
Approve jail nursing services contract with MEND.

Alternatives, Options, Effects on Others/Comments:

Recommended Action/Motion:
Approve jail nursing contract with MEND

Financial Impact:
 Is there a cost associated with this request? Yes No
 What is the total cost, with tax and shipping? \$
 Is this budgeted? Yes No *Please Explain:*

SCOTT A. TURNER
SHERIFF OF AITKIN COUNTY

217 Second Street NW, Room 185
Aitkin, MN 56431

218-927-7435 Emergency 911
Sheriff Fax 218-927-7359 / Dispatch Fax 218-927-6887
TOLL FREE 1-888-900-2138

MEMO

TO: Aitkin County Board DATE: August 6, 2015
FROM: Sheriff Scott Turner RE: Jail Nursing Services

Attached is a copy of a proposed contract with MEND, a Minnesota company for providing nursing services in the Aitkin County Jail. We have been using Riverwood Health Care Center for this service, but they gave notice to us around the first of July that they would be terminating that service in 60 days. Citing staffing issues at this time, they did say that it may be an option again in the future. In summary, during the time that they provided this service, it was done at minimal cost and much service was gifted to Aitkin County.

We interviewed two private companies that provide this service to a number of county jails in Minnesota. Those companies interviewed were Advanced Correctional Health Care (ACH) and MEND Correctional Care. The costs for each of the proposals for two days of nursing per week and 24/7/365 provider support is listed below.

The annual costs for each of the proposals: ACH - \$75,807.74
 MEND - \$65,900

As the end of the 60-day notice from Riverwood for providing nursing services is around September 1, 2015, it is important that we move on this quickly. I am recommending that we accept the proposal from MEND. They currently provide this service to 21 county jails in Minnesota. This was presented at the personnel committee meeting on Wednesday, August 5th and was approved to be recommend to the Aitkin County Board. We also will be working with Health and Human Services (Public Health) to see if this is a service that can be provided by them at a lower cost, however, there are a number of other things that need to fall into place for that to happen.

The balance of the this year can be absorbed into the budget. Next year we will have to rely on using more funding from prisoner boarding fees to pay for this expenditure.

I am looking for authorization to enter into contract with MEND Correctional Care, pending County Attorney Ratz's approval of that contract.

If you have any questions relative to this request, please do not hesitate to call.

Thank you.

AITKIN COUNTY JAIL
Medical Services Agreement

THIS AGREEMENT is made and entered into as of _____, 2015, by and between Aitkin County, a political subdivision of the State of Minnesota, address at 118 3rd Avenue NW, Aitkin, MN 56431 (hereinafter, the “County”) and MEnD Correctional Care, PLLC (hereinafter, the “Provider”), 67 – 10th Avenue South, Waite Park, MN 56387, a company employing doctor(s) and nursing staff, licensed to practice medicine under the laws of the State of Minnesota.

Recitals

WHEREAS, the County desires to arrange for healthcare professionals to provide certain health and medical services to the detainees and inmates of the Aitkin County Jail (hereinafter, the “Jail”); and

WHEREAS, the Provider desires to contract with the County to provide certain health and medical services to the detainees and inmates of the Jail;

NOW THEREFORE, in consideration of the above recitals and the mutual covenants and agreements set forth below, the parties agree as follows:

I. Scope of Services to be Provided by the Provider

- A. Medical Director: The Provider shall provide a licensed provider to serve as the Jail’s Medical Director and shall provide general and urgent care to detainees and inmates. The Medical Director shall:
1. Supervise the medical care provided to detainees and inmates;
 2. Make appropriate frequency of visits to the Jail to care for inmates as demand warrants, which will be every other week for up to 4 hours at each visit;
 3. Perform medical procedures at the Jail when appropriate;
 4. Prescribe medication for detainees and inmates;
 5. Assist Jail administrators and Provider’s management in budgeting, planning, vendor negotiations, and related presentations when feasible;
 6. Assist Jail administrators and Provider’s management in the development and review of treatment protocols, policies and procedures;
 7. Supervise nursing staff and review medical charts;
 8. Be available (or have another licensed provider available) at all times, by phone or in person, to assist nursing staff or answer Jail staff questions regarding the medical needs of inmates;

9. Furnish pre-employment medical examinations during scheduled rounding clinic days as requested for prospective Jail personnel upon request with reasonable notice;
- B. Nursing Services: The Provider shall provide one part-time registered nurse (RN). The RN employed by the Provider will:
1. Provide approximately 16 hours per week of routine nursing coverage during weekdays;
 2. Conduct routine health assessments on all inmates as soon as feasible after booking of that inmate;
 3. Conduct appropriate inmate and Jail staff TB screening and routine inmate lab draws;
 4. Conduct suicide and mental health screening to inmates and refer appropriate inmates to the Medical Director and/or a mental health specialist, or other healthcare facility when necessary;
 5. Provide up to 2 days of Jail staff training activities annually, including new hires and refresher training;
 6. Be available at all times (or have another licensed registered nurse available), by phone or in person, to assist Jail staff and answer medical questions regarding care of inmates.
- C. Mental Health Services: The Provider shall provide a mental health specialist on an as needed basis, which will include telemedicine services for up to 1 hour each week. With prior authorization of the Jail administrator, additional Mental Health Services will be available for a fee of \$75 per hour. It is understood that most of these mental health services will be provided using telemedicine services.

The Provider shall provide all medical services in accordance with Minnesota Department of Corrections Rules, Chapter 2911, and the United States Marshals Service Prisoner Health Care Standards, USMS Pub. No. 100 (August 1999).

II. Indemnification

Each party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other, its officers and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the other party, its agents, servants or employees, in the execution, performance, or failure to adequately perform its obligations pursuant to this Agreement. Nothing contained in this paragraph, however, shall be construed to release the Provider from liability for failure to properly perform medical and health care services, duties, and responsibilities assumed by Provider under this Agreement.

III. Insurance

The Provider shall obtain and maintain the following minimum limits of insurance continuously during the life of this Agreement:

- A. Workers' compensation insurance covering the Provider as an independent contractor and any employees who the Provider employs under this Agreement;
- B. Comprehensive general liability insurance with limits of coverage in the amount of One Million Five Hundred Thousand Dollars (\$1,500,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) aggregate, to include bodily injury, property damage, personal injury, and contractual damages.
- C. Medical Professional Liability Insurance with limits of not less than One Million Five Hundred Thousand Dollars (\$1,500,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) aggregate, including but not limited to coverage for violations of civil rights alleged to have resulted, in whole or in part, from malpractice of the Provider's physician(s) or employee(s). The Provider shall furnish the County with certificates of insurance specifically describing the coverage above, which shall designate the County as an additional named insured (i.e. a "certificate holder").
- D. Business Auto Liability with a single limit or combined limit or excess umbrella automobile liability insurance policy for all vehicles used regularly in the provision of services under this Agreement for an amount of not less than \$500,000.00 per accident for property damage, \$500,000.00 for bodily injury and/or damage to any one person, and \$1,500,000.00 for total bodily injuries and/or damage arising out of a single occurrence.

IV. Records

The Provider and the County shall maintain the confidentiality of client medical information and comply with all legal restrictions in regard to the disclosure thereof in accordance with the Health Insurance Portability and Accountability Act of 1996 (45 C.F.R. Parts 160 and 164) ("HIPAA"), and the Minnesota Government Data Practices Act, Minn. Stat. Chapter 13. Provided any necessary authorizations are obtained and all legal restrictions are met, the Provider and the County shall make any such records available to appropriate County, state or federal agencies in any criminal or civil litigation where the medical condition of an inmate is at issue.

V. Taxes, Permits and Certification

The Provider shall pay all applicable taxes, including sales and excise taxes, and shall keep current all necessary licenses, permits, and certifications necessary to fulfill the terms and conditions of this Agreement. As a condition precedent to this Agreement, the Medical Director employed by the Provider shall display a state license to practice medicine and provide upon request a certificate to prescribe medication from the U.S. Drug Enforcement Agency.

VI. Term

The term of this Agreement shall be for a period of three years from _____, 2015 to _____, 2018. The term of this Agreement shall be renewed at the end of the initial term thereafter for additional one year terms unless either party submits written notice of its intention not to renew to the other party at least ninety (90) days prior to the end of the term hereof, in which event this Agreement will terminate upon the expiration of the then-existing term.

VII. Termination Rights

- A. The County, by ninety (90) days written notice to the Provider of default of this Agreement, may terminate this Agreement. Said default may include, but is not limited to, the following:
 - 1. The Provider's failure to provide the services called for by this Agreement within the time specified herein or upon the extension thereof as agreed to by the County.
 - 2. The Provider's failure to perform any of the other provisions of this Agreement or failure to prosecute the work as to endanger performance of this Agreement in accordance with its terms and, after receipt of written notice from the County, failure to correct such failures within ten (10) working days or such longer period as the County may authorize.
- B. The Provider may terminate this Agreement upon ninety (90) days written notice to the County of default of this Agreement. Said default may include but is not limited to, the failure of the County to make payments pursuant to this Agreement within thirty (30) calendar days of receipt of written invoice.
- C. Notwithstanding the above paragraphs, either party may terminate this agreement, with or without cause, upon ninety (90) days written notice to the other party.

VIII. Personnel Policies

The Provider and the County agree to comply with the non-discrimination requirements of the Department of Corrections and County personnel policies. The Provider and the County agree to comply with the Federal Civil Rights Act of 1964 and shall not:

- A. Discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, mental and/or physical handicap; or
- B. Treat any inmate differently from any other inmate with respect to the total range of services the Provider provides or the criteria the Provider uses in determining eligibility for those services on the grounds of race, color, religion, national origin, mental and/or physical handicap.

IX. Compensation

- A. The Provider, in consideration for the services to be provided hereunder, shall be paid monthly, on or before the 20th of every month, and shall be compensated in an amount of Five Thousand Four Hundred and Ninety-One & 67/100 Dollars (\$5,491.67) per month (equating to \$65,900 annually). Compensation will increase by 2% over the rate then in effect on _____, 2016 and on each subsequent _____ during the term of this Agreement.
- B. The Provider shall submit an invoice to the County prior to the 5th day of each month for which services are being rendered.
- C. The amount to be paid the Provider for a period less than a month shall be determined by multiplying the applicable monthly fee by a fraction, the numerator of which shall be the number of days in the month during which services were actually provided, and the denominator shall be thirty (30).
- D. Notwithstanding paragraph A, above, both parties acknowledge that a significantly increased average daily inmate population ("ADP") may result in the Provider having to increase nursing hours/staff and/or increase provider or mental health professional days or hours to accommodate such an increased workload. If such an increase in ADP occurs, both sides agree to negotiate in good faith, an increased fee to cover the Provider's additional services.
- E. THE COUNTY SHALL BE RESPONSIBLE FOR MEDICAL SERVICES AND ANY RELATED COSTS PROVIDED OUTSIDE THE JAIL TO INMATES WHO ARE INCARCERATED IN THE JAIL.

F. PROVIDER SHALL NOT BE RESPONSIBLE FOR ANY COSTS OF MEDICAL SERVICES PROVIDED TO INMATES WHO ARE INCARCERATED IN THE JAIL, BUT RECEIVE SAID MEDICAL SERVICES OUTSIDE THE JAIL FACILITY.

X. Limitations

The Provider shall not be responsible for the cost of any pharmaceuticals or medical supplies or equipment, including but not limited to:

- A. Ambulance or other transportation services;
- B. Special limited-use equipment;
- C. X-rays, lab services, hospital or outside clinic charges;
- D. Furniture, fixtures, equipment and utilities necessary to operate the medical department at the Jail; and
- E. Any other off-site services provided by a medical provider other than the Provider.

The County recognizes that the acquisition of certain additional equipment and/or supplies may be necessary or desirable to enable the Provider to deliver the standard of care contemplated by this Agreement. The Provider may recommend the acquisition of such equipment and/or supplies, and will use its good faith efforts to identify cost-effective sources for such equipment and/or supplies. The County agrees to use its good faith efforts to acquire such equipment and/or supplies for use in the medical department at the Jail.

XI. Safeguarding of Patient Information

The use or disclosure by either party of information concerning a recipient of services pursuant to this Agreement for any purpose not directly connected with the administration of the County's or the Provider's responsibility with respect to such purchase of services is prohibited, except upon written consent of the County and the recipient, a responsible parent, or guardian.

XII. Fiscal Responsibility, Records, Controls, Reports, and Monitoring Procedures

The Provider agrees to maintain books, records, documents and accounting procedures and practices which properly reflect its direct and indirect costs expended in the performance of this Agreement. Said records shall be made available at all reasonable times for inspection, review and audit to the County, state auditor, federal agencies, and other person authorized by the County.

XIII. Program Records, Controls, Reports, Monitoring Procedures, and Ownership of Records

All patient records, program records, controls, reports, monitoring procedures and any other documentation related to patient care shall remain under the ownership of the Jail, and shall be held in strictest confidence in accordance with Minnesota Statutes, Chapter 13. Access to Patient Records shall be limited to the patient's doctor, the patient (upon a properly made request), and the Jail. Medical record keeping shall be at and under the direction of the Provider, and shall be managed pursuant to applicable medical custom, and state and federal law.

XIV. Retention of Records

The Provider agrees to retain all books, records and other documents relative to this Agreement for a six (6) year period from the end of the year that services were provided or any longer period which may be required to complete any audit and resolve any pending audit findings. The Provider agrees to make these documents available to the County and other persons authorized by the County.

XV. Subcontracting and Assignment

The Provider shall have the right to enter into a subcontract or assign this Agreement for any of the work contemplated hereunder as long as the responsibilities of the Provider hereunder are carried out with reasonable care and quality. The Provider must inform the County of such subcontract or assignment at least thirty (30) days in advance of such change. The subcontracting or assignment of this Agreement shall be attached as an addendum to the original Agreement.

XVI. Security and Safety

The County understands and agrees that adequate security is necessary for the safety of the Provider's employees, as well as for the security of the County's employees and the inmates. The County agrees to provide security, including on-site escort of inmates, when deemed necessary by Provider, sufficient to allow the Provider and its employees to safely provide the medical services called for hereunder.

XVII. Entire Agreement

This Agreement contains the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior commitments, understandings, warranties, negotiations, all of which are by the execution hereof rendered null and void. No amendment or modification of this Agreement shall be made or deemed to have been made unless in writing and executed by the parties.

XVIII. Independent Contractor

- A. During the term of this Agreement, the Provider shall at all times be acting and performing as an independent contractor and no employees of the Provider are acting as employees of the County for any purpose. Nothing contained in this Agreement shall be construed to create a joint venture, partnership or similar relationship between the parties. No statement contained in this Agreement shall be construed so as to find the Provider's employees to be employees of the County, and the Provider's employees shall not be entitled to any of the rights, privileges, or benefits of employees of the County, including but not limited to, workers' compensation, and health/death benefits.
- B. Neither party shall have or exercise any control or direction over the methods by which the other party provides its services under this Agreement. Neither party, nor any of their respective agents nor employees, shall be construed to be the agent, employee, or representative of the other party and each party shall be solely responsible for any liability that may arise as a result of, or in connection with, any act or omission by that party or any of its agents or employees.
- C. The Provider shall be responsible for employing the persons who will provide the services hereunder, and shall be responsible for all compensation and benefits payable to such employees with respect to their services under this Agreement. The Provider shall have the right to employ additional or different persons during the term of this Agreement. The Provider will inform the County of any change in regard to Medical Director at least thirty (30) days in advance of such change.
- D. The Provider acknowledges and agrees that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due the Provider and that it is the Provider's sole obligation to comply with the applicable provisions of all Federal and State Tax laws.
- E. The Provider shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide the services identified herein. The Provider may elect to perform administrative duties off-premises.
- F. The Provider shall be responsible for all expenses, professional development training and personal equipment expenses (such as pagers, cell phones, etc.) in providing the services covered under this Agreement. There is no separate reimbursement for expenses of the Provider's employees.

- G. Nothing in this Agreement shall limit the Provider in providing medical services to other public or private organizations or persons during the term of this Agreement.
- H. The Provider's employees consent to a security/criminal background check. The Provider's employees' authority to enter the Jail (a secure facility) is contingent on this background check. The County retains the right to unilaterally terminate this Agreement in the event of any potential security threats presented by the Provider's employees, and these security issues are not corrected within ten (10) days of receipt of written notice as such from the County.

XIX. Notices

Any notice hereunder shall have been deemed to have been given only if in writing and either delivered by hand or sent by first class mail to the addresses listed herein.

XX. Experimental Treatment

Minnesota Rule 2911.6900 (2001) specifically prohibits the use of inmates for medical, pharmaceutical, or cosmetic experiments. The Provider shall not provide experimental medical services or treatment to inmates of the Jail.

XXI. Minnesota Government Data Practices Act

The Provider agrees to abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, and all other applicable state and federal laws, rules, regulations and orders relating to data privacy or confidentiality, and as any of the same may be amended. The Provider agrees to defend, indemnify and hold harmless the County, its commissioners, officials, officers, agents, employees and volunteers for any claims resulting from the Provider's unlawful disclosure and/or use of such protected data. The terms of this paragraph shall survive the cancellation or termination of this Agreement.

IN WITNESS THEREOF, each of the parties has caused this Agreement to be executed on its behalf by its duly authorized representative.

AITKIN COUNTY

MEND CORRECTIONAL CARE, PLLC

Dated: _____

Dated: _____

By: _____

By: _____
Todd Leonard MD CCHP, President

By: _____

Attest:

By: _____
