



# Board of County Commissioners Agenda Request

## 8B

Agenda Item #

**Requested Meeting Date:** February 13, 2024

**Title of Item:** Jail Medical

<input checked="" type="checkbox"/> REGULAR AGENDA <input type="checkbox"/> CONSENT AGENDA <input type="checkbox"/> INFORMATION ONLY	<b>Action Requested:</b> <input checked="" type="checkbox"/> Approve/Deny Motion <input type="checkbox"/> Adopt Resolution (attach draft)	<input type="checkbox"/> Direction Requested <input type="checkbox"/> Discussion Item <input type="checkbox"/> Hold Public Hearing* <small>*provide copy of hearing notice that was published</small>
<b>Submitted by:</b> Sheriff Dan Guida		<b>Department:</b> Sheriff's Office
<b>Presenter (Name and Title):</b> Sheriff Dan Guida and Jail Administrator Karla White		<b>Estimated Time Needed:</b> 20 Minutes
<b>Summary of Issue:</b> <p>The ACH Jail Medical Contract (copy attached) will end on February 18, 2024. The following items will be discussed in more detail at the meeting.</p> <p>A Jail Nurse job description is attached, Grade 10. The current jail nurse works 32 hours per week through ACH, and is available for hire by Aitkin County at end of the contract. Salaried position. HR will make a conditional job offer to J.L. (current jail nurse through ACH) following Board approval today, with a start date of February 19, 2024. This will be a temporary job offer (no benefits) that will expire June 30, 2024, or when the jail nurse position is filled permanently, whichever occurs sooner.</p> <p>Riverwood Healthcare Center will be named as the temporary health care authority as it relates to Chapter 2911 requirements until a contract is authorized by the Board with a Provider (e.g. a doctor or nurse practitioner). These discussions are underway.</p> <p>Items that will be worked out in-house following this Board meeting: 1) Who will serve as the jail nurse's supervisor, preferably a nurse. The Jail Administrator will authorize PTO requests, sign timesheets, and complete annual performance evaluations for the jail nurse. The jail nurse will also work closely with the Provider. 2) A contract will be finalized with a Provider and brought to the Board for approval. 3) Audit procedures will be established by the Sheriff (sharp and med counts, etc.). 4) Work with County Auditor regarding any MCIT Insurance requirements.</p>		
<b>Alternatives, Options, Effects on Others/Comments:</b> <p>Will discuss financial estimates at the Board meeting. No additional cost is anticipated outside of the 2024 budget. Jail policies, forms, and medical protocol are already established. Necessary supplies are on hand in the jail.</p>		
<b>Recommended Action/Motion:</b> <p>Motion to: 1) Approve the jail nurse job description, Grade 10, and authorize filling a temporary 32 hour per week jail nurse position as presented. 2) Motion to approve Riverwood Healthcare Center as the temporary health care authority as it relates to Chapter 2911 requirements.</p>		
<b>Financial Impact:</b> <p>Is there a cost associated with this request? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>What is the total cost, with tax and shipping? \$ Will discuss.</p> <p>Is this budgeted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <span style="float: right;">Please Explain:</span></p> <p>This modification to the Jail Medical Program is anticipated to fit within the 2024 allotted budget, or to result in savings (Provider numbers are being gathered at time of agenda deadline).</p>		



## **JAIL NURSE**

**Department** Health and Human Services Department, Public Health Division  
**Grade** Grade 10  
**Reports to** To be determined / **This is a temporary position**  
**FLSA Status** Exempt  
**Union Status** Non-union

### **Final Appointing Authority**

This position shall not be filled until final approval of the County Administrator. All offers of employment are made in writing by the Human Resources Department.

### **Job Summary**

The Jail Nurse position plays a pivotal role in providing healthcare services within the unique and challenging environment of a correctional facility. As a Registered Nurse specializing in correctional healthcare, the incumbent will be responsible for assessing, triaging, and treating the diverse medical needs of an inmate population. This role involves close collaboration with correctional staff, effective communication with inmates, and adherence to stringent security protocols. The Jail Nurse must navigate a range of healthcare challenges, including chronic conditions, infectious diseases, and emergencies, while maintaining a balance between delivering compassionate care and upholding safety measures. The position requires adaptability, critical thinking, and the ability to work with cultural competence in a setting that demands resilience and professionalism.

### **Supervision Received**

Employees working in this job class work under general supervision and usually receive some instruction with respect to details of most assignments, but are free to develop their own work sequences within established procedures, methods, and policies. They are often physically removed from their supervisor and are only subject to periodic supervisory checks.

### **Supervision Exercised**

No formal supervisory authority.

### **Essential Functions**

This position description is not intended to be all-inclusive. Employee may perform other essential and nonessential functions as assigned or apparent to meet the ongoing needs of the department and organization. Regular attendance is an essential requirement of this position.

1. Assesses and evaluates the health status of incarcerated individuals. Is familiar with and knows how to utilize facility policies, Minnesota Department of Corrections Chapter 2911 Rules and national correctional health care standards.
2. Performs inmate assessments and treatment at Sick Call as needed.
3. Identifies potential health issues and facilitates medical screening by performing initial and ongoing inmate assessments.



## ***Position Description***

4. Reviews and assesses prescribed medications brought in by inmates.
5. Collaborates and communicates effectively with the Jail Medical Program team. This team includes medical providers, jail staff and jail administration.
6. Collaborates and communicate effectively with outside medical professionals. This includes physicians, dentists, mental health providers, pharmacy staff, Minnesota Department of Health, laboratory staff, x-ray staff and other professionals as needed.
7. Identifies staff development and training needs and ensures training is obtained to maintain RN registration with the MN Board of Nursing.
8. Trains jail staff on medication delivery and yearly required MN 2911 Rules.
9. Maintains professional and technical knowledge by attending educational workshops, reviewing professional publications, establishing personal networks and participating in professional societies.
10. Is accountable for the daily documentation, tracking, procedures, orders, medications and follow-up of the inmates' care.
11. Checks and records vital signs and obtain specimens from inmate patients for diagnostic testing.
12. Assists physicians, dentists or other medical personnel with treatment and health care plans for inmates. This includes performing medical procedures to include EKG, urinalysis, blood draws for laboratory testing and ordering medically necessary diets.
13. Coordinates and administers medication and treatment to inmates.
14. Reports treatment and medication reactions.
15. Monitors changes in inmate emotional or physical conditions.
16. Institutes communicable disease screening measures as directed.
17. Assists in the coordination of release health care plans for inmates with Jail Re-entry, Community Services and other community stakeholders.
18. Prepares medication carts for distribution to inmates. This is to include medication and sharps counts as mandated by MN Chapter 2911 Rules and preparing monthly medication administration records.
19. Educates inmates and correctional staff regarding medication side effects or symptoms.
20. Responds to inmate grievances.
21. Maintains all medical records related to health and medical screening and medical treatment administered to inmates while incarcerated.
22. Records all care information concisely, accurately and completely, in a timely manner, in the appropriate format and on the appropriate forms.
23. Conducts new hire pre-employment physicals as requested by jail administration.
24. Attends training and meetings as needed.
25. Performs other related duties as assigned or apparent.

### **Minimum Qualifications**

Associate's or Bachelor's Degree in Nursing, a valid Minnesota Registered Nurse License, and a valid MN Driver's License are required. Ability to work in the secure perimeter of a correctional facility with daily inmate contact. Experience preferred.

Must satisfy continuing education requirements to maintain license and/or required certification(s).

Valid Minnesota driver's license required. Employment reference checks and a criminal background check will be performed as part of the pre-employment process.



### **Knowledge, Skills, and Abilities Required**

Knowledge of:

1. Knowledge of County and departmental policies, procedures, and practices.
2. Understanding and knowledge of policies and procedures specific to healthcare in a correctional facility, including security protocols and inmate healthcare rights, including MN Chapter 2911 rules.
3. Familiarity with local, state, and federal regulations governing healthcare practices in correctional facilities, including confidentiality and privacy laws.
4. Emergency procedures.
5. Proficient clinical skills, including assessment, triage, and treatment of common medical issues and emergencies encountered in a correctional setting.
6. Knowledge of dispensing and administering medications, as well as the ability to monitor and manage medication adherence among inmates.
7. Understanding of infectious disease prevention and control measures, especially given the close quarters of a correctional environment.

Skill in:

1. Communication and interpersonal skills as applied to interaction with supervisors, coworkers, inmates, and the general public sufficient to exchange or convey information and to receive work direction.
2. Computer and typing skill sufficient to complete 35 net words per minute without errors.
3. Reading, writing, and speaking English proficiently.
4. Organizing and prioritizing work.
5. Skill in crisis intervention with the ability to handle medical emergencies and crisis situations calmly and efficiently within the constraints of a correctional facility.
6. Capability to work with other healthcare professionals, security staff, and administrative personnel to ensure comprehensive and effective healthcare delivery.
7. Sensitivity and cultural competence to provide healthcare services to a diverse inmate population.
8. Proficiency in using electronic jail and health record systems to document and manage inmate/patient information securely.

Ability to:

1. Present a positive attitude in the workplace, promote a spirit of teamwork and cooperation, and be able to treat co-workers, supervisor, and subordinates with respect, honesty, and consideration.
2. Develop and maintain effective working relationships with supervisors, co-workers, other County staff, inmates, public and private health care agencies, social workers, and the general public.
3. Maintain confidentiality.
4. Communicate effectively, both verbally and in writing with inmates, physicians and other professionals and coworkers.
5. Understand and carry out oral and written instructions.
6. Make independent decisions, and work independently and prioritize tasks.
7. Ability to adapt to the unique challenges and dynamics of a correctional environment, including dealing with potentially volatile situations.



## ***Position Description***

8. Strong critical thinking skills to assess and address complex medical issues within the constraints of the correctional facility.
9. Capability to navigate and resolve conflicts and interpersonal issues that may arise among inmates or with other staff members.
10. Ability to establish and maintain professional boundaries while providing healthcare in a correctional setting.
11. Resilience to cope with the emotional demands and potential stress associated with working in a correctional environment.

### **Language Skills**

Very High Skills – Ability to read, analyze, and interpret common scientific and technical journals, financial reports, and legal documents. Ability to respond to common inquiries or complaints from customers, regulatory agencies, or members of the business community. Ability to write speeches and articles for publication that conform to prescribed style and format. Ability to effectively present information to top management, public groups, and/or governing boards.

### **Mathematical Skills**

Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.

### **Reasoning Skills**

High Skills – Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

### **Computer Skills**

To perform this job successfully, an individual should be proficient at using the following software.

County Payroll Software E-time, Microsoft Word, Excel, Outlook, Publisher, PowerPoint, Public Health Activity Tracking (PHAT), SSIS, MMIS, HuBERT, MIIC, FAP, and Internet.

### **Ability to Travel**

Occasional travel may be required for trainings or meetings throughout the county, region and state.

### **Competencies**

To perform the job successfully, an individual should consistently demonstrate the following competencies (definitions attached or available upon request):

Ethics, attendance/punctuality, safety and security, dependability, analytical, design, problem solving, project management, technical skills, customer service, interpersonal skills, oral communication, written communication, teamwork, change management, leadership, quality management, business acumen, cost consciousness, diversity, organizational support, judgment, motivation, planning/organizing, professionalism, quality, quantity, adaptability, initiative, innovation, flexibility, and crisis management.



## ***Position Description***

### **Work Environment**

The noise level in the work environment is usually moderate.

A jail nurse operates in a unique and challenging work environment characterized by the convergence of healthcare and correctional demands. In this setting, nurses may encounter a diverse and dynamic inmate population with varying medical needs, often exacerbated by the prevalence of chronic conditions and infectious diseases. The close quarters and potential for volatile situations necessitate constant vigilance and adaptability, as the nurse navigates security protocols and collaborates with correctional staff. Balancing the delivery of compassionate healthcare while adhering to strict safety measures poses a continuous challenge. The nurse must be adept at crisis intervention, conflict resolution, and maintaining professional boundaries, all while demonstrating cultural competence and sensitivity. The work environment demands resilience, critical thinking, and the ability to provide comprehensive care within the confines of correctional policies and regulations.

### **Equipment and Tools**

Computer, copier, fax, telephone, printer, 10-key calculator, lab and clinical equipment, county-owned vehicles, and personal vehicle (requires proof of insurance on file).

### **Physical Activities/Requirements**

Climbing, balancing, stooping, kneeling, crouching, reaching, standing, walking, pushing, pulling, lifting, carrying, use of fingers, grasping, talking, hearing, seeing, and repetitive motions. Must have the ability to lift and/or carry up to 50 pounds.

While performing the duties of this job, the employee performs medium work, exerting up to 50 pounds of force occasionally, and/or up to 20 pounds of force frequently, and/or up to 10 pounds of force constantly to move objects.

Working safely is a condition of employment. Aitkin County is a drug-free and alcohol-free workplace.

### **Disclaimer**

The above statements are intended to describe the general nature and level of the work being performed by employees assigned to this job classification. This is not an exhaustive list of all duties and responsibilities. Aitkin County reserves the right to amend and change responsibilities to meet organizational needs as necessary. This job description does not constitute an employment agreement between the employer and employee.

### **Reasonable Accommodation Notice**

The County is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the County will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

2/5/2024



## ***Position Description***

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***Our Vision:*** *We strive to be a county of safe, vibrant communities that place value on good stewardship of local resources.*

***Our Mission:*** *Aitkin County's mission is to provide outstanding service in a fiscally responsible manner through innovation and collaboration with respect for all.*

***Our Core Values:*** *Collaboration, Innovation, Integrity, People-Focused, Professionalism*



# Board of County Commissioners Agenda Request

Agenda Item #
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Requested Meeting Date: 2/14/2023

Title of Item: ACH - Jail Medical

<input checked="" type="checkbox"/> REGULAR AGENDA	<b>Action Requested:</b>	<input type="checkbox"/> Direction Requested
<input 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*

*\*provide copy of hearing notice that was published*

<b>Submitted by:</b> Sheriff Dan Guida	<b>Department:</b> Aitkin County Sheriff's Office
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<b>Presenter (Name and Title):</b> Sheriff Dan Guida and Jail Administrator Karla White	<b>Estimated Time Needed:</b>
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**Summary of Issue:**  
Approve ACH Jail Medical Contract

This contract will end 2-18-2024.

**Alternatives, Options, Effects on Others/Comments:**

**Recommended Action/Motion:**  
Approve jail nursing contract with ACH

**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:





**AITKIN COUNTY BOARD OF COMMISSIONERS**

February 14, 2023

9:00 a.m.

Government Center Board Room

Regular Session Minutes

**1.A CALL TO ORDER**

Chair Wedel called the meeting to order at 9:00 a.m.

Attendee Name	Title	Status
J. Mark Wedel	District #1	Present
Laurie Westerlund	District #2	Present
Travis Leiviska	District #3	Present
Bret Sample	District #4	Present
Michael Kearney	District #5	Present
Jessica Seibert	County Administrator	Present
Brittany Searle	Administrative Assistant	Absent

**1.B PLEDGE OF ALLEGIANCE**

**1.C APPROVAL OF AGENDA**

Motion to: Approve the agenda, as amended.

<b>RESULT:</b>	<b>APPROVED (5 TO 0)</b>
<b>MOVER:</b>	Commissioner Travis Leiviska
<b>SECONDER:</b>	Commissioner Michael Kearney
	Add 5.5 - LG220 Permit Ducks Unlimited Garrison Area Chapter

**1.D Citizens Public Comment by:**

William Smith - Would like an official response to a discrimination complaint he brought to the board at the last meeting.

**2 CONSENT AGENDA**

Motion to: Approve the Consent Agenda.

<b>RESULT:</b>	<b>APPROVED (5 TO 0)</b>
<b>MOVER:</b>	Commissioner Bret Sample
<b>SECONDER:</b>	Commissioner Laurie Westerlund

**A) Correspondence File-**

January 24, 2023 - February 13, 2023

**B) Approve County Board Minutes-**

January 24, 2023

**C) Approve Electronic Funds Transfers**

<b>Total</b>	\$2,787,097.98
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**D) Approve Commissioner's Vouchers**

General	\$247,397.59	Reserves	\$254.00	R&B	\$107,967.96	Unorg	\$1,712.32
HHS	\$63,999.10	State	\$9,159.61	Trust	\$63,144.29	Forest	\$32.02
Township	\$3,599.53	LLCC	\$9,342.09	Parks	\$66,240.86	<b>Total</b>	\$572,849.37

**E) Approve Manual Warrants/Voids/Corrections-**

FSA Claims 4

General	\$53.81						
						<b>Total</b>	\$53.81

**F) Approve Manual Warrants/Voids/Corrections-**

State General Tax - December 2022

State	\$83,242.17						
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HRA Committee Appointment - Susan Tange

**Y) Adopt Resolution-** Resolution #20230214-012

LG220 Application - Lawler Area Community Club

**Z) Adopt Resolution-** Resolution#20230214-013

Set Public Hearing for Land Classification 4.25.2023

**AA) Approve Manual Warrants/Voids/Corrections-**

ELAN Paid 02.02.2023

General	(\$4.82)	HHS	\$4.82						
								<b>Total</b>	\$0.00

**AB) Approve-**

Out of State Travel - VCET

**AC) Adopt Resolution-** Resolution#20230214-016

LG220 Permit - Ducks Unlimited Aitkin

**AD) Approve Auditor Vouchers-**

Sales/Use and Diesel Tax - January 2023

General	\$191.47	R&B	\$2,238.14	LLCC	\$122.14	Parks	\$107.44		
								<b>Total</b>	\$2,659.19

**AE) Approve-**

Affidavit for Duplicate Lost Warrant - Woodland Bank

### Regular Agenda

#### Informational Only

People Centered Economic Development

**RESULT: INFORMATIONAL ONLY**

**MOVER:**

**SECONDER:**

#### Informational Only

Review Jail Inspection Report

**RESULT: INFORMATIONAL ONLY**

**MOVER:**

**SECONDER:**

#### Motion to:

Approve Medical Services Contract - ACH

**RESULT: APPROVED (5 TO 0)**

**MOVER:** Commissioner Laurie Westerlund

**SECONDER:** Commissioner Bret Sample

#### Motion to:

Approve FRE Request - LLCC

**RESULT: APPROVED (5 TO 0)**

**MOVER:** Commissioner Michael Kearney

**SECONDER:** Commissioner Laurie Westerlund

#### Motion to:

Adopt Resolution - Transfer to LLCC to Zero Out 2022 Ending Balance

**RESULT: APPROVED (5 TO 0)**

**MOVER:** Commissioner Travis Leiviska

**SECONDER:** Commissioner Bret Sample

**Resolution #** 20230214-014

#### Motion to:

Adopt Resolution - LG220 Permit - Ducks Unlimited Garrison Chapter

**RESULT: APPROVED (5 TO 0)**

**MOVER:** Commissioner Bret Sample

**SECONDER:** Commissioner Laurie Westerlund

**Resolution #** 20230214-018

#### Motion to:

Adopt Resolution - Federal Recreational Trail Grant

**RESULT: APPROVED (5 TO 0)**

**BUSINESS ASSOCIATE AGREEMENT**  
**AITKIN COUNTY, MINNESOTA**

**Definitions**

Catch-all definition:

The following terms used in this Agreement will have the same meaning as those terms in the HIPAA Rules (<https://www.federalregister.gov/articles/2013/01/25/2013-01073/modifications-to-the-hipaa-privacy-security-enforcement-and-breach-notification-rules-under-the>): Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Specific definitions:

- (a) Business Associate. "Business Associate" will generally have the same meaning as the term "Business Associate" at 45 CFR 160.103, and in reference to the party to this agreement, will mean Advanced Correctional Healthcare, Inc.
- (b) Covered Entity. "Covered Entity" will generally have the same meaning as the term "Covered Entity" at 45 CFR 160.103, and in reference to the party to this agreement, will mean Aitkin County Jail.
- (c) HIPAA Rules. "HIPAA Rules" will mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

**Obligations and Activities of Business Associate**

Business Associate agrees to:

- (a) Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law;
- (b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement;
- (c) Report to Covered Entity any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, within 48 hours (except for any breaches putting patients at immediate risk of harm, which should be reported as soon as possible) and any security incident of which it becomes aware;
- (d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;
- (e) Make available protected health information in a designated record set to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524;
- (f) Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526;

(g) Maintain and make available the information required to provide an accounting of disclosures to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528;

(h) To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s); and

(i) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

#### **Permitted Uses and Disclosures by Business Associate**

(a) Business Associate may only use or disclose protected health information as necessary to perform the services set forth in the Agreement for the Provision of Health Services. The Business Associate is authorized to use protected health information to de-identify the information in accordance with 45 CFR 164.514(a)-(c).

(b) Business Associate may use or disclose protected health information as required by law.

(c) Business Associate agrees to make uses and disclosures and requests for protected health information consistent with Covered Entity's minimum necessary policies and procedures.

(d) Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity, except for the specific uses and disclosures set forth below.

(e) Business Associate may use protected health information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

(f) Business Associate may disclose protected health information for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(g) Business Associate may provide data aggregation services relating to the health care operations of the Covered Entity.

#### **Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions**

(a) Covered Entity will notify Business Associate of any limitation(s) in the notice of privacy practices of Covered Entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of protected health information.

(b) Covered Entity will notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect Business Associate's use or disclosure of protected health information.

(c) Covered Entity will notify Business Associate of any restriction on the use or disclosure of protected health information that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of protected health information.

### **Permissible Requests by Covered Entity**

Covered Entity will not request Business Associate to use or disclose protected health information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity, except if the Business Associate will use or disclose protected health information for data aggregation or management and administration and legal responsibilities of the Business Associate.

### **Term and Termination**

(a) Term. The Term of this Agreement will be effective as of the date of the last signature hereto, and will terminate on the termination of the Agreement for Health Services or the date Covered Entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.

(b) Termination for Cause. Business Associate authorizes termination of this Agreement by Covered Entity, if Covered Entity determines Business Associate has violated a material term of the Agreement and Business Associate has not cured the breach or ended the violation within the time specified by Covered Entity.

(c) Obligations of Business Associate Upon Termination.

Upon termination of this Agreement for any reason, Business Associate, with respect to protected health information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, will:

1. Retain only that protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
2. Return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining protected health information that the Business Associate still maintains in any form;
3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as Business Associate retains the protected health information;
4. Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at paragraphs (e) and (f) above under "Permitted Uses and Disclosures By Business Associate" which applied prior to termination; and
5. Return to Covered Entity [or, if agreed to by Covered Entity, destroy] the protected health information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

(d) Survival. The obligations of Business Associate under this Section will survive the termination of this Agreement.

### **Miscellaneous**

(a) Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

(b) Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law. No amendment to this Agreement will be effective until reduced to writing and signed by the parties.

- (c) Interpretation. Any ambiguity in this Agreement will be interpreted to permit compliance with the HIPAA Rules.
- (d) No Third Party Beneficiaries. There are no intended third party beneficiaries to this Agreement.
- (e) Without in anyway limiting the foregoing, it is the parties' specific intent that nothing contained in this Agreement give rise to any right or cause of action, contractual or otherwise, in or on behalf of any Individual whose PHI is Used or Disclosed pursuant to this Agreement.
- (f) Waiver. No provision of this Agreement may be waived except by an agreement in writing signed by the waiving party. A waiver of any term or provision will not be construed as a waiver of any other term or provision.
- (g) Authority. The persons signing below have the right and authority to execute this Agreement for their respective entities and no further approvals are necessary to create a binding Agreement.
- (h) Conflict. In the event of any conflict between the terms and conditions stated within this Agreement and those contained within any other agreement or understanding between the parties, written, oral or implied, the terms of this Agreement will govern. Without limiting the foregoing, no provision of any other agreement or understanding between the parties limiting the liability of the Business Associate to Covered Entity will apply to the breach of any term, condition or covenant contained in this Agreement by Business Associate.
- (i) Headings. The headings of each section are inserted solely for purposes of convenience and will not alter the meaning of this Agreement.
- (j) Governing Law. This Agreement will be construed in accordance with and governed by the laws of the State of Minnesota.

**IN WITNESS WHEREOF**, the parties have executed this Agreement effective upon the date of the last signature hereto.

**BUSINESS ASSOCIATE**

**COVERED ENTITY**

ADVANCED CORRECTIONAL HEALTHCARE, INC.

AITKIN COUNTY JAIL

\_\_\_\_\_  
 Jessica K. Young, Esq., CCHP-A  
 President & Chief Executive Officer

\_\_\_\_\_  
 Sheriff

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date

Please complete and return via email to [Contracts@advancedch.com](mailto:Contracts@advancedch.com)

**AGREEMENT FOR THE PROVISION OF HEALTH CARE**  
**TO INCARCERATED PATIENTS**  
**AITKIN COUNTY, MINNESOTA**

This agreement, effective as of the date of the last signature hereto, entered into by and between the County of Aitkin, located in the State of Minnesota, through the Aitkin County Sheriff in their official capacity (hereinafter referred to as “county”), and Advanced Correctional Healthcare, Inc. (hereinafter referred to as “ACH”), a Tennessee corporation.

**ARTICLE 1:**  
**ACH**

- 1.1 BIOMEDICAL WASTE DISPOSAL. The county will **be responsible** for biomedical waste disposal services at the facility. Typical biomedical waste expected in the medical unit would be bandages, dressings, gloves, hypodermic needles, laboratory containers, sharps, and syringes.
- 1.2 DENTAL CARE. ACH will provide dental triage screenings. **ACH is not responsible for any costs associated with dental care, nor is ACH responsible for performing said dental care.**
- 1.3 ECTOPARASITES. For patients presenting with symptoms of ectoparasitic infection (as determined by the ACH prescriber), ACH will provide medically indicated treatment. For patients without symptoms of ectoparasitic infection, ACH will provide treatment at the county’s request. The county will be responsible for the cost of the treatment. ACH will not be responsible for facility cleaning for ectoparasites.
- 1.4 ELECTIVE CARE. Elective care is defined as care which, if not provided, would not, in the opinion of ACH’s prescriber, cause the patient’s health to deteriorate. ACH will not pay for elective care for patients.
- 1.5 LABOR. Incarcerated patients will not be employed or otherwise utilized by ACH.
- 1.6 MEDICAL CLAIMS RE-PRICING. Upon the county’s request, ACH will re-price medical claims through our third-party vendor, JAB Management Services. Once claims are received, JAB will calculate the applicable discount (if any) and confirm the integrity of the claim prior to returning to the county for payment. The monthly amount to be paid by the county to ACH for this service is to be 30% of the savings on the medical claim(s). (For example, if JAB re-prices a \$100 claim down to \$20, ACH will charge the county 30% of the \$80 JAB saved the county – \$24.) The county agrees to pay ACH within 30 days of receipt of the bill. If the invoice is not paid within 30 days, the county agrees to pay a 1.5% per month finance charge.
- 1.7 MEDICAL SUPPLIES (DISPOSABLE). The county will pay for **and supply** disposable medical supplies intended for one-time use, not to include durable or reusable medical supplies. Typical disposable medical supplies expected in a medical unit would be alcohol preps, ammonia ampules, bandages, blood sugar strips, cotton-tip applicators, gauze pads, gloves, lancets, med cups, medical tape, O2 tubing, peak flow mouth pieces, PPE (personal protective equipment), pregnancy tests, saline, sterile water, syringes, tongue blades, and urine test strips. **ACH will provide a list of necessary disposable medical supplies to County.**
- 1.8 MENTAL HEALTH FIRST AID (MHFA) TRAINING. Mental Health First Aid is an 8-hour course that teaches you how to identify, understand and respond to signs of mental illnesses and substance use disorders. The training gives you the skills you need to reach out and provide initial

help and support to someone who may be developing a mental health or substance use problem or experiencing a crisis. ACH provides MHFA training free to your officers.

- 1.9 **MOBILE SERVICES.** Mobile services are defined as laboratory services that are drawn on-site and sent off-site for testing, and any ancillary medical services in which a provider comes on-site to perform work using the provider's equipment and/or staff, including, but not limited to X-ray services. The county will pay for all costs associated with mobile services.
- 1.10 **MORTALITY AND MORBIDITY REVIEW.** The County acknowledges (a) that it is the responsibility of the County to obtain a review of any death in the facility (as appropriate) pursuant to any applicable statutes (if any), such as Minn. Stat. 241.021 (or any similar act or amendment of that act), (b) that ACH cannot perform such reviews for a facility where it provides medical services, and (c) that the cost of such reviews will be borne by the County.
- 1.11 **OFFICER WELLNESS & CRITICAL INCIDENT EMPLOYEE RAPID RESPONSE (CIERR).** The CIERR program is a free staff support service. This program helps to support law enforcement (field and facility), first responders, and health care professionals and mitigate stress reactions in both personal and professional capacities. Contact with CIERR can be initiated by the professional in need of services or Freedom Behavioral Health, Inc. can initiate contact with notification from leadership within the department that the individual would benefit from the services. Unless there are safety concerns, the contacts are treated as confidential.
- 1.12 **OFF-SITE SERVICES.** Off-site services are defined as medical services including, but not limited to, consultation services, dental care not performed on-site, diagnostic testing (including but not limited to covid testing), hospital services, medically-indicated emergency ground ambulance transportation, mental health services not performed on-site, laboratory services that are drawn off-site, and specialty services. It is the policy of ACH to provide our health care professionals the freedom to provide care without limitation by approval process for outside care, etc. Each situation should be addressed on a case-by-case basis. ACH does not have standing orders. The county will pay for any costs associated with off-site services.
- 1.13 **OTHER SERVICES AND EXPENSES.** ACH may not provide and will not pay for any services, supplies and/or equipment which are not specifically contained in this agreement.
- 1.14 **PHARMACEUTICALS.** The county will pay for pharmaceuticals. The county agrees to allow home medications in the facility when they are able to be properly verified. It is the policy of ACH to provide our health care professionals the freedom to provide care without limitation by prescription formulary, corporate approval for expensive medication, etc. Each situation should be addressed on a case-by-case basis. ACH does not have standing orders. ACH does not have a formulary.
- 1.15 **STAFFING.**
  - 1.15.1 **CANCELATIONS.** If the county cancels a worker with less than 24 hours' notice prior to the start of the worker's shift, then the county agrees to pay for the worker's shift.
  - 1.15.2 **CREDITS.** ACH pays its people well based on several factors including but not limited to experience in correctional healthcare. Therefore, ACH will not issue credits for differences in licensure; i.e., nurse practitioner vs. M.D., LPN vs. RN, etc. (For example, nurse practitioners are not necessarily paid less than M.D.s; LPNs are not necessarily paid less than RNs, etc.)



- 1.15.3 MEAL BREAKS. It is understood and agreed that during unpaid meal break(s), workers are (1) allowed to leave their duty post and (2) completely relieved from all duties. If the facility requires the worker to be “on call” during meal break(s) so that they may respond to an emergency, then the worker is considered to be “on duty” and the meal break(s) will be paid for by the county.
- 1.15.4 MEDICAL PRESCRIBER. A prescriber will visit the facility one time every other week (or as otherwise agreed by the county and ACH) and will stay until their work is completed. A prescriber will be available by telephone to the facility and health care teams on an on-call basis, 7 days per week, 24 hours per day, 365 days a year. For onsite visits that fall on holidays, paid time off, or sick time, ACH endeavors to provide replacement onsite coverage, and if it is unable to do so, ACH and the county will negotiate a mutually agreeable remedy (such as crediting back 75% of the wages of the particular worker) (the other 25% pays for telephone on-call).
- 1.15.5 NURSING. ACH will provide on-site nursing coverage for 32 hours per week on a schedule approved by the county. ACH does not and will not put nurses on-call. The county agrees to pay, on a monthly basis, for extra hours worked (at the prevailing wage and benefit rate of the particular worker). For hours of absence due to holidays, paid time off, or sick time, the hours will not be replaced or credited (because the worker is still being paid for the time off). For other absences, ACH endeavors to provide replacement coverage, and if it is unable to do so, ACH and the county or designee will negotiate a mutually agreeable remedy (such as crediting back the wages of the particular worker).
- 1.15.6 ON-CALL QUALIFIED MENTAL HEALTH PROFESSIONAL (QMHP). Upon the facility’s request, ACH will provide a QMHP at the rate of \$150 per hour (with a minimum of 1 hour per visit). Services may be provided in-person or via tele-health (as mutually agreed upon). QMHP responsiveness will depend upon the amount of notice given, and the mutually agreed upon schedule.
- 1.15.7 TELEHEALTH. When agreed to between the county and ACH, providers may deliver patient care via telehealth.
- 1.16 TUBERCULOSIS (TB) TESTING. ACH will perform TB skin tests as directed by the county. The county will pay for the TB serum and related supplies.

**ARTICLE 2:**  
**THE COUNTY**

- 2.1 AUTOMATED EXTERNAL DEFIBRILLATORS (AEDs). The duty to purchase, provide, inspect, and maintain the facility’s AEDs is, and always will be, vested in the county. This agreement does not result in the assumption of those duties by ACH or its people. While ACH and its people may assist the county, ultimately the county specifically retains the duties and obligations with respect to AEDs. ACH and its people will assume no responsibility for and will not be liable for the facility’s lack of AED(s) and/or defective and/or non-working AEDs in the facility.
- 2.2 CO-PAY. Patients will be seen by the health care team regardless of their ability to pay.
- 2.3 COUNTY’S POLICIES, PROCEDURES. All policies, and procedures will at all times remain the property of the county and will remain at the facility. ACH may make recommendations to the county’s health care policies and procedures. Those recommendations are made for the county’s

consideration. ACH operates within the county's policies and procedures. It is the policy of ACH to provide our health care professionals the freedom to provide care without limitation by prescription formulary, approval process for outside care, etc. The materials in this section are for general information purposes only. That information should be treated as guidelines, not rules. The information is not intended to establish a standard of medical care and is not a substitute for common sense. The information is not legal advice, is not to be acted on as such, may not be current, and is subject to change without notice. Each situation should be addressed on a case-by-case basis. ACH does not have standing orders. ACH does not have a formulary.

- 2.4 CPR CARDS. ACH will not pay for CPR cards for county workers.
- 2.5 DUTY TO PROTECT PATIENTS. The non-delegable duty to protect patients is, and always will be, vested in the county. This agreement does not result in the assumption of a non-delegable duty by ACH. As such, the county specifically retains the duty and obligation for security of the patients. This duty extends to the control of patient movement. ACH and its personnel will assume no responsibility for the movement of patients and assume no responsibility for patient protection at any time.
- 2.6 ELECTRONIC COMMUNICATIONS. The county agrees to provide to ACH copies of any electronic communications between ACH and ACH's workers and independent contractors in the county's possession (including stored on the county's email servers) as requested by ACH. The county agrees to treat electronic communications between ACH and its workers and independent contractors as confidential and agrees not to share those communications with any third party unless required by law.
- 2.7 WORKER RAIDING (ANTI-POACHING / NON-SOLICITATION AGREEMENT). ACH makes a significant investment in the training and professional development of our workers and independent contractors. As a result, ACH does not expect the county to offer employment to or otherwise "poach" or solicit workers or independent contractors **and the county is specifically prohibited from doing the same**. If the county should hire any worker or independent contractor during this agreement's term or within 1 year after this agreement's termination, the county agrees to pay ACH a professional replacement fee of \$10,000 or 10% of this contract price, whichever is greater, for each worker or independent contractor, with the following exception: this does not apply to any person who was employed by the county prior to this agreement. It is expressly agreed by ACH and the county that the payment under this provision does not constitute a penalty and that the parties, having negotiated in good faith and having agreed that the payment is a reasonable estimate of damages in light of the anticipated harm caused by the breach related thereto and the difficulties of proof of loss and inconvenience or nonfeasibility of obtaining any adequate remedy, are estopped from contesting the validity or enforceability of such payment.
- 2.8 MEDICAL AND MENTAL HEALTH RECORDS. Patient medical and mental health records will always be the property of the county and will remain in the facility. The county agrees to provide copies of those records to ACH when requested.
- 2.9 MEDICAL EQUIPMENT (DURABLE). The county pays for medical equipment. At the county's request, ACH will assist the county in securing the equipment at cost-effective pricing. Typical durable medical equipment expected in a medical unit would be: exam table, exam stool, ophthalmic / otoscope, peak flow meter, digital thermometer, stethoscope, X-large and large blood pressure cuffs, refrigerator (small), and scales. Medical equipment will be the property of the county.

- 2.10 NON-MEDICAL CARE OF PATIENTS. The county will provide and pay for non-medical needs of the patients while in the facility, including, but not limited to: daily housekeeping services; dietary services, including special supplements, liquid diets, or other dietary needs; building maintenance services; personal hygiene supplies and services; clothing; and linen supplies.
- 2.11 NURSING LICENSURE. ACH's preference is to run a health care program using RNs. Ultimately, the level of nursing licensure ACH provides at the facility is the county's decision (RN vs. LPN). ACH does not and will not put nurses on-call.
- 2.12 OFFICE EQUIPMENT (DURABLE). The county will provide use of county-owned office equipment and utilities in place at the facility's health care unit. Typical office equipment expected in a medical unit would be a locking file (recommended four-drawer); paper punch; staple remover; stapler; cabinet for storing medical supplies such as Band-Aids, gauze, etc.; computer; fax machine; copier / printer; and toner. Upon termination of this agreement, the office equipment will be in good working order, with allowances made for reasonable wear and tear.
- 2.13 OFFICE SUPPLIES (DISPOSABLE). The county will provide disposable office supplies, such as medical charts, paper, pens, staples, and Post-It notes which are required for the provision of patient health care services.
- 2.14 OFFICER TRAINING. The duty to train the officer(s) is and always remains vested in the county. Upon request of the county, ACH may assist in training for officer(s) on certain topics as determined by the county. The county is solely responsible for overall operation of the facility, including medical care. The county maintains ultimate responsibility for training and supervising its correctional officers, including but not limited to emergency procedures, ensuring sick calls are passed along to the medical team, and properly distributing medications (where appropriate).
- 2.15 PREVENTATIVE SERVICES. If the county requests preventative services (such as flu shots, covid vaccinations, etc.) for incarcerated patients or county workers, the county will pay for it. ACH may provide, but will not pay for, preventative services. Upon the county's request, ACH will secure the vaccination (for example) and related supplies (if applicable) through the correctional pharmacy or health department, then bill the county for any costs, and the county agrees to pay.
- 2.16 RECRUITING.
- 2.16.1 DECLINING APPLICANTS FROM ACH SO THE COUNTY MAY EMPLOY THEM DIRECTLY. ACH makes a significant investment in the recruiting of new applicants and acknowledges the county has final approval of who may enter the facility. As a result, ACH does not expect the county to deny approval of an applicant presented to them in order for the county to employ that person directly. If, during the term of this agreement or within 1 year after this agreement's termination, the county should hire an applicant who was presented to them by ACH and denied approval by the county, the county agrees to pay ACH 30% of the applicant's first year's salary/compensation as a recruiting fee for each applicant.
- 2.16.2 DECLINING TO FILL A POSITION AFTER ACH INCURS ADVERTISING AND RECRUITING COSTS. ACH makes a significant investment in the advertising and recruiting of new applicants and acknowledges the county has final approval of the staffing level at the facility. As a result, ACH does not expect the county to decline to fill a position after ACH has incurred advertising and recruiting costs. If, during the term of this

agreement, ACH should begin advertising and recruiting for a position(s), and the county subsequently decides not to fill that position(s), the county agrees to pay ACH the actual costs of advertising and recruiting plus 30%.

- 2.17 SECURITY. The county will maintain responsibility for the physical security of the facility and the continuing security of the patients. The county understands that adequate security services are necessary for the safety of the agents, workers, and subcontractors of ACH, as well as for the security of patients and officer(s), consistent with the correctional setting. The county will provide security sufficient to enable ACH and its personnel to safely provide the health care services described in this agreement. The county will screen ACH's proposed staff to ensure that they will not constitute a security risk. The county will have final approval of ACH's workers and independent contractors regarding security/background clearance. Should the facility unreasonably withhold security clearance and/or withhold security clearance on an unreasonably high quantity of proposed staff, it places an excessive burden on ACH to staff the facility. In that case, ACH may hire Agency worker(s) to temporarily staff the facility, and the county agrees to pay the difference between the Agency rate(s) and ACH rate(s).
- 2.18 STAFFING. The county agrees that mental health services at the facility will be provided by the county and ACH has no responsibility under this agreement to provide mental health services at the facility. The parties further agree that the mental health team provided by the county will work cooperatively with ACH to effectively carry out the terms and conditions of this agreement. ACH will not be responsible for the training of the county's mental health team.

**ARTICLE 3:**  
**COMPENSATION/ADJUSTMENTS**

- 3.1 ANNUAL AMOUNT/MONTHLY PAYMENTS. The county agrees to pay \$209,999 per year to ACH under this agreement. To do so, the county agrees to make monthly payments of \$17,499.92 to ACH during the term of this agreement. ACH will bill the county approximately 30 days prior to the month in which services are to be rendered. The county agrees to pay ACH within 30 days of receipt of the bill. If the invoice is not paid within 30 days, the county agrees to pay a 1.5% per month finance charge.
- 3.1.1 ELECTRONIC PAYMENTS. The county agrees to pay ACH electronically through the Automated Clearing House. If the county does not want to pay electronically, then the county agrees to pay an additional 2% per month charge. If the county believes it is statutorily exempt, please provide the statute citation.
- 3.1.2 ANNUAL AMOUNT UPON RENEWAL. Upon the annual anniversary of the commencement of services under this agreement, the annualized amount of increase for compensation and per diem rates (and any other contracted rates, including the on-call QMHP rate, for example) will be the rolling 12-month Consumer Price Index (CPI) for Medical Care or 7%, whichever is higher, **but will not exceed 10%**.
- 3.2 FUNDING THE FACILITY'S HEALTH CARE PROGRAM. It is ultimately the responsibility of the county to appropriately fund the facility's health care program. As a result, ACH's health care program at the facility (staffing, etc.) is customized and approved by the county.
- 3.3 QUARTERLY ADJUSTMENTS.

- 3.3.1 AVERAGE DAILY POPULATION (ADP). ADP for a given quarter will be determined from the facility census records. For billing purposes, the patient ADP will be 35. Patients who are not presently incarcerated in the facility (i.e., persons on electronic monitoring or probation, or who are hospitalized, or in halfway housing or early release housing) should not be counted in either ADP reported to ACH by the county. The ADPs reported to ACH should only include those patients presently incarcerated in the facility.
- 3.3.2 PER DIEM. When the ADP exceeds or falls below the contracted rate in any calendar quarter, the compensation variance will be figured on the average number of patients above or below the contracted ADP for that quarter multiplied by the per diem rate of \$0.43 per patient per day. (Example: If the ADP for a quarter is 10 above the contracted ADP, additional compensation due will be calculated as follows: 10 x \$0.43 x 91)
- 3.3.3 RECONCILIATION. Any contract amount in arrears (or amount to be credited back to the county) will be settled through reconciliation on the first monthly invoice prepared after reconciliation. No credits will be issued after 90 days.

**ARTICLE 4:**  
**TERM AND TERMINATION**

- 4.1 TERM. The term of this agreement will begin on \_\_\_\_\_ at 12:01 A.M. and will continue in full force and effect until December 31, 2026 at 11:59 P.M., unless earlier terminated, extended, or renewed pursuant to this agreement. This agreement will automatically renew for successive 3-year periods unless either party gives 30 days' written notice prior to the end of a term.
  - 4.1.1 "CRISIS MODE" START-UP. It is understood and agreed that ACH was asked to start this project emergently. As a general rule, ACH has ~180 days to appropriately "start up" and transition a project. As a result, the parties agree to work together collaboratively for a successful transition, although "success" shouldn't be measured until on or about 6/1/2023. Holiday and/or "crisis" startups (less than 180 days between signed contract and startup date) require an additional fee of 2 weeks' contract price to mobilize extra startup team members, and the county agrees to pay this fee.
- 4.2 TERMINATION.
  - 4.2.1 TERMINATION FOR LACK OF APPROPRIATIONS. It is understood and agreed that this agreement will be subject to annual appropriations by the county. If funds are not appropriated for this agreement, then upon exhaustion of such funding, the county will be entitled to immediately terminate this agreement. Recognizing that such termination may entail substantial costs for ACH, the county will act in good faith and make every effort to give ACH reasonable advance notice of any potential problem with funding or appropriations. The county agrees to pay for services rendered up to the point of termination.
  - 4.2.2 30-DAY OUT CLAUSE. Notwithstanding anything to the contrary contained in this agreement, the county or ACH may, without prejudice to any other rights they may have, terminate this agreement by giving 30 days' advance written notice to the other party. If the county gives ACH less than 30 days' advance written notice, the county agrees to pay to ACH 1-month's contract price as an early termination fee.

**ARTICLE 5:**  
**GENERAL TERMS AND CONDITIONS**

- 5.1 **ADVICE OF COUNSEL.** Each of the parties (a) has had the opportunity to seek counsel, legal or otherwise, prior to entering into this agreement, (b) is freely entering into this agreement of his/her or its own volition, and (c) understands and agrees that this agreement will be construed as if drafted by both parties and not by one party solely.
- 5.2 **AUTHORITY.** The persons signing below represent that they have the right and authority to execute this agreement for their respective entities and no further approvals are necessary to create a binding agreement.
- 5.3 **COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS.** The county and ACH agree that no party will require performance of any ACH or county worker, agent or independent contractor that would violate federal, state and/or local laws, ordinances, rules and/or regulations. If the county elects not to follow any federal, state, or local law, the parties agree the county will be responsible for all costs associated with noncompliance. The county will be responsible for any additional services required at the facility as the result of governmental (including, but not limited to, Centers for Disease Control and Prevention, Department of Justice, health department, Immigration and Customs Enforcement, Department of Corrections, Federal Bureau of Prisons, or United States Marshals Service) investigation, mandate, memorandum, or order. Should ACH be asked to provide substantial new medical treatment, the county will pay for it, unless specifically agreed upon in writing between ACH and the county.
- 5.4 **COUNTERPARTS; HEADINGS.** This agreement may be executed in counterparts, each of which will be an original and all of which will constitute one agreement. The headings contained in this agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this agreement. The term “patient” includes incarcerated detainees and inmates.
- 5.5 **EMAIL ACCOUNTS.** As a general rule, ACH will not provide frontline email accounts. If the county would prefer that ACH issue email accounts, then the county agrees to pay the additional costs for the licenses (i.e., in 2022, ~\$72/year per email account).
- 5.6 **ENTIRE AGREEMENT; AMENDMENT.** This agreement represents the entire understanding of the parties with respect to the subject matter hereof, supersedes and cancels all prior agreements, understandings, arrangements, or representations between the parties with respect to such subject matter, and may only be amended by written agreement of both parties. The parties agree that their performances hereunder do not obligate either party to enter into any further agreement or business arrangement.
- 5.7 **EQUAL EMPLOYMENT OPPORTUNITY.** It is the policy of ACH to provide equal employment opportunities to all workers and applicants for employment without regard to race, color, religion, sex, national origin, disability, age, or genetics. This policy applies to all terms and conditions of employment including, but not limited to, recruitment, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, benefit plans, all forms of compensation, and training.
- 5.8 **EXCUSED PERFORMANCE.** In case performance of any terms or parts hereof will be delayed or prevented because of compliance with any law, decree, or order of any governmental agency or authority of local, state, or federal governments or because of riots, public disturbances, strikes, lockouts, differences with workers, fires, floods, Acts of God, pandemics, or any other reason whatsoever which is not within the control of the parties whose performance is interfered with and

which, by the exercise of reasonable diligence, said party is unable to prevent, the party so suffering may at its option, suspend, without liability, the performance of its obligations hereunder during the period such cause continues.

- 5.9 **FILMING.** ACH does not consent to the filming of its workers for any commercial purpose including, but not limited to, documentaries, docuseries (including, but not limited to, “60 Days In”), etcetera. If the facility and/or county decide to engage in such a project, they agree to notify ACH’s legal department at least 90 days prior to filming, at 309-692-8100; facsimile: 309-214-9977; or email: [Contracts@advancedch.com](mailto:Contracts@advancedch.com). ACH reserves the right to terminate the agreement prior to the beginning of the filming of such a project. ACH will have no obligation under this agreement to maintain insurance coverage against any loss or damage caused or necessitated by the filming of such a project. The county agrees to hold harmless and indemnify ACH and its workers against any loss or damage, including reasonable attorneys’ fees and other costs of litigation, caused or necessitated by the filming of such a project.
- 5.10 **FURTHER ACTS.** The parties agree to perform any further acts and execute and deliver any further documents that may be reasonably necessary to carry out the provisions of this agreement.
- 5.11 **GOVERNING LAW.** This agreement will be governed by the laws of the State of Minnesota (without reference to conflicts of laws principles).

**5.12 HOLD HARMLESS AND INDEMNIFY.**

**5.12.1 ACH will hold harmless and indemnify the county (together with its respective workers) against any loss or damage, including reasonable attorneys’ fees and other costs of litigation, solely caused or necessitated by the negligent, reckless, intentional, or deliberately indifferent conduct of ACH or its workers, which is related to medical treatment or care provided by ACH. With respect to any claim for indemnification, the county will (i) give written notice thereof to ACH within a reasonable period following the event or occurrence as to which the right to indemnification is or may be asserted and (ii) allow ACH (including the workers, agents, and counsel) reasonable access to any of its workers, property, and records for the purposes of conducting an investigation of such claim and for the purpose of obtaining statements, photographs, and taking such other steps as may be reasonable to preserve evidence of the occurrence on which the claim is based. If the county denies ACH reasonable access as set forth, after written request therefore, the county will assume sole responsibility for the claim for which indemnification is sought and will not be entitled to indemnity.**

**5.12.2 The county will hold harmless and indemnify ACH (together with its respective workers) against any loss or damage, including reasonable attorneys’ fees and other costs of litigation, solely caused or necessitated by the negligent, reckless, intentional, or deliberately indifferent conduct of the county or its workers, which is related to medical treatment or care provided by ACH. With respect to any claim for indemnification, ACH will (i) give written notice thereof to the county within a reasonable period following the event or occurrence as to which the right to indemnification is or may be asserted and (ii) allow the county (including the workers, agents, and counsel) reasonable access to any of its workers, property, and records for the purposes of conducting an investigation of such claim and for the purpose of obtaining statements, photographs, and taking such other steps as may be reasonable to preserve evidence of the occurrence on which the claim is based. If ACH denies the**

**county reasonable access as set forth, after written request therefore, ACH will assume sole responsibility for the claim for which indemnification is sought and will not be entitled to indemnity.**

5.13 INDEPENDENT CONTRACTORS. ACH may engage certain health care professionals as independent contractors rather than workers. The county understands and acknowledges that some physicians, advanced practice providers, nurses, mental health workers, consultants, specialists, and other allied health professionals practicing with ACH (“health care team members”) are not workers or associates of ACH; and that ACH is not responsible for their opinions, decisions or medical procedures performed.

**5.14 INSURANCE.**

**5.14.1 ACH or its subsidiary(s) will maintain professional liability insurance, including civil rights liability, with minimum limits of \$1,000,000 each occurrence, \$3,000,000 annual aggregate.**

**5.14.2 ACH or its subsidiary(s) will maintain workers’ compensation and employer’s liability insurance covering its workers while on the facility’s premises that complies with the statutory minimum requirements in the applicable state(s).**

**5.14.3 ADDITIONAL INSURED. ACH or its subsidiary(s) will cover the county as an additional insured for the sole negligence of ACH or its subsidiary(s) (as appropriate) under the professional liability portion of insurance.**

5.15 INTERGOVERNMENTAL AGREEMENTS (IGAs) (PIGGYBACK). ACH agrees to allow the county to authorize other government agencies to purchase the proposed items by issuance of a purchase order at the same terms and conditions as this agreement, and to make payments directly to ACH during the period of time that this agreement is in effect.

5.16 MINNESOTA DATA PRACTICES ACT. ACH understands it may be subject to the Minnesota Data Practices Act.

5.17 NO GRANT OF RIGHTS. Each of the parties understands and agrees that no grant or license of a party’s rights in any patent, trademark, trade secret, copyright and/or other intellectual property right is made hereby, expressly or by implication.

5.18 NO RELATIONSHIP OR AUTHORITY. The parties agree that ACH will at all times be an independent contractor in the performance of the services hereunder, and that nothing in this agreement will be construed as or have the effect of constituting any relationship of employer/employee, partnership, or joint venture between the county and ACH. ACH does not have the power or authority to bind the county or to assume or create any obligation or responsibility on the county’s behalf or in the county’s name, except as otherwise explicitly detailed in this agreement, and ACH will not represent to any person or entity that ACH has such power or authority. ACH will not act as an agent nor will ACH be deemed to be an employee of the county for the purposes of any employee benefit program.

5.19 NOTICE. Any notice required or permitted to be given hereunder will be in writing and delivered to the respective addresses in this section or such other addresses as may be designated in writing by the applicable party from time to time and will be deemed to have been given when sent. To the county: Aitkin County Jail, 217 2nd St NW, Aitkin, MN 56431. To ACH: Advanced Correctional



Healthcare, Inc., Attn: Legal, 720 Cool Springs Blvd., Suite 100, Franklin, TN 37067; facsimile: 309.214.9977; email: Contracts@advancedch.com.

- 5.20 OTHER CONTRACTS AND THIRD PARTY BENEFICIARIES. The parties acknowledge that ACH is not bound by or aware of any other existing contracts to which the county is a party and which relate to the provision of health care to patients at the facility. The parties agree that they have not entered into this agreement for the benefit of any third person(s) and it is their express intention that this agreement is intended to be for their respective benefits only and not for the benefits of others who might otherwise be deemed to constitute third party beneficiaries thereof.
- 5.21 SEVERABILITY. If any provision of this agreement, or any portion thereof, is found to be invalid, unlawful, or unenforceable to any extent, such provision will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this agreement will continue unaffected in full force and effect. The parties will negotiate in good faith an enforceable substitute provision for such invalid provision that most nearly achieves the same intent and economic effect.
- 5.22 SUBCONTRACTING. ACH may subcontract services including, but not limited to, biomedical waste disposal, electronic medical records, mobile services, pharmaceutical services, staffing, and training. For example, ACH subcontracts staffing to USA Medical & Psychological Staffing, LLC; behavioral health care to Freedom Behavioral Health, S.C.; EMR to Advanced Inmate Medical Management, LLC; and training to Spark Training, LLC.
- 5.23 TRAINING MATERIAL. Information in any training material should be treated as guidelines, not rules. The information presented is not intended to establish a standard of medical care and is not a substitute for common sense. The information presented is not legal advice, is not to be acted on as such, may not be current, and is subject to change without notice. Each situation should be addressed on a case-by-case basis.
- 5.24 WAIVER. Any waiver of the provisions of this agreement or of a party's rights or remedies under this agreement must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions hereof or its rights or remedies at any time, will not be construed as a waiver of such party's rights or remedies hereunder and will not in any way affect the validity of this agreement or prejudice such party's right to take subsequent action.

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands and seals the date and year written below.

**ADVANCED CORRECTIONAL HEALTHCARE, INC.**

\_\_\_\_\_  
Jessica K. Young, Esq., CCHP-A  
President & Chief Executive Officer

\_\_\_\_\_  
Date

**COUNTY OF AITKIN, MINNESOTA**

\_\_\_\_\_  
Sheriff

\_\_\_\_\_  
Date

Please complete and return via email to [Contracts@advancedch.com](mailto:Contracts@advancedch.com).

If this contract is not returned to ACH by 2/20/23, the price will increase.