



Board of County Commissioners Agenda Request

6A
Agenda Item #

Requested Meeting Date: 4/9/2024

Title of Item: Provider Contract - Jail Medical

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| <input checked="" type="checkbox"/> REGULAR AGENDA <input type="checkbox"/> CONSENT AGENDA <input type="checkbox"/> INFORMATION ONLY | Action Requested: <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* <i>*provide copy of hearing notice that was published</i> |
| Submitted by: Sheriff Dan Guida | | Department: Aitkin County Sheriff's Office |
| Presenter (Name and Title): Sheriff Dan Guida/ Jail Administrator Karla White | | Estimated Time Needed: 15 minutes |
| Summary of Issue: Approve Provider Contract - Jail Medical - Mary Mapes, NP | | |
| Alternatives, Options, Effects on Others/Comments: | | |
| Recommended Action/Motion: Approve Jail Medical Provider Contract and Authorize Sheriff & Jail Administrator to sign contract | | |
| Financial Impact: Is there a cost associated with this request? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No What is the total cost, with tax and shipping? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No \$ Is this budgeted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No No <i>Please Explain:</i> | | |

Legally binding agreements must have County Attorney approval prior to submission.

AITKIN COUNTY JAIL

Medical Services Agreement

THIS AGREEMENT is made and entered into as of February 19, 2004 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 Mary Mapes, NP (hereinafter, the "Provider"), P.O. Box 194, Aitkin MN 56431, licensed to practice medicine under the laws of the State of Minnesota.

Recitals

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

WHEREAS, the provider is qualified to provide said health and medical services to the detainees and inmates of 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. Healthcare Authority: The Provider shall procure and maintain, at the Provider's own expense, all necessary licenses to serve as the Jail's Healthcare Authority and shall provide general and urgent care to detainees and inmates. The Healthcare Authority shall:
1. Supervise the medical care provided to detainees and inmates;
 2. Make appropriate frequency of visits to the Jail to care for inmates every other week;
 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 the development and review of treatment protocols, policies and procedures;
 6. Supervise nursing staff and review medical charts;
 7. Be available, by phone or in person, to assist nursing staff or answer Jail staff questions regarding the medical needs of inmates;
 8. Furnish pre-employment medical examinations during scheduled rounding clinic days as requested for prospective Jail personnel upon request with reasonable notice;
- B. The Provider shall provide all medical services in accordance with Minnesota Department of Corrections Rules, Chapter 2911.

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

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

1. Medical Professional Liability Insurance with limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence and Four Million Dollars (\$4,000,000.00) 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").
2. Comprehensive General Liability Insurance:
 - a) Minimum Combined Single Limit
\$2,000,000 per occurrence
\$4,000,000 aggregate
 - b) The following coverage must be specifically insured and certified with no internal sub-limits.
 1. Independent Contractors' Contingent Liability
 2. Products/Completed Operations Liability
 3. Contractual Liability
 4. Personal Injury Liability
 5. Board Form Property Damage Liability
 - c) The Contractual Liability is to be either on a blanket basis for all written and oral contracts or specifically endorsed to acknowledge the Agreement between the insured and the County.

3. Automobile Liability Insurance on Vehicles Owned by the Provider.

Minimum limits

\$1,500,000.00 on a combined single limit basis

4. Workers' Compensation Insurance coverage in the amounts required by Minnesota law.

- B. Any and all policies obtained and maintained under this Section shall provide that said policy shall not be cancelled, materially changed, or not renewed without thirty (30) days prior notice thereof to the County, through the Aitkin County Sheriff's Office. Prior to the effective date of this Agreement, and as a precedent to this Agreement, the Provider will furnish the County, through the Aitkin County Sheriff's Office, with Certificates of Insurance.

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. Term

The term of this Agreement shall be for a period of one year from February 19, 2024 to February 19, 2025. The term of the agreement shall be renewed at the end of the initial term thereafter for additional one year term 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.

VI. 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 the 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.

VII. Compliance with Non-discrimination Laws and Policies

- A. The Provider and the County agree to comply with the non-discrimination requirements of the Department of Corrections of the County. The Provider and the County agree to comply with the Federal Civil Rights Act of 1964 and shall not:
 - 1. Discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, mental and/or physical handicap or any other protected class.
 - 2. 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 or any other protected class.

VIII. Compensation

- A. The Provider, in consideration for the services to be provided hereunder, shall be paid \$6,250 per month.
- B. The Provider shall submit an invoice to the County for which services are being rendered.
- C. The Provider and the County acknowledge that a significantly increased average daily inmate population (“ADP”) may result in the Provider having to increase day 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. The parties shall memorialize in writing the agreed upon modified fees.
- D. THE COUNTY SHALL BE RESPONSIBLE FOR MEDICAL SERVICES AND ANY RELATED COSTS PROVIDED OUTSIDE THE JAIL TO INMATES WHO ARE INCARCERATED IN THE JAIL.
- E. 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.

IX. Limitations

- A. The Provider shall not be responsible for the cost of any pharmaceuticals or medical supplies or equipment, including but not limited to:
 - 1. Ambulance or other transportation services;
 - 2. Special limited-use equipment (e.g. _____);
 - 3. X-rays, lab services, hospital or outside clinic charges;
 - 4. Furniture, fixtures, equipment and utilities necessary to operate the medical department at the Jail;
 - 5. Any other off-site services provided by a medical provider other than the Provider.

- B. 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.

X. 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.

XI. Fiscal Responsibility, Records, Controls, 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.

XII. Program Records, Controls, Reports, Monitoring Procedures, and Ownership 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 managed pursuant to applicable medical custom, and state and federal law.

XIII. 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.

XIV. Security and Safety

The County understands and agrees that adequate security is necessary for the safety of the Provider, 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 to safely provide the medical services called for hereunder.

XV. 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.

XVI. Independent Contractor

- A. During the term of this Agreement, the Provider shall at all times be acting and performing as an independent contractor and not acting as an employee 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 to be an employee of the County, and 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 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.
- D. 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.
- E. 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.
- F. 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.
- G. The Provider consents to a security/criminal background check. The Provider's 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, and these security issues are not corrected within ten (10) days of receipt of written notice as such from the County.

XVII. Notices

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

XVIII. 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.

XIX. 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.

XX. Subcontracting and Assignment

Provider shall neither enter into subcontracts for performance of any of the services contemplated under this Agreement nor assign this Agreement without the prior approval of the County and subject to such conditions and provisions as the County may deem necessary. The Provider shall be responsible for the performance of any and all subcontractors.

XXI. Miscellaneous Provisions

- A. Waiver. Any waivers by either party of any provisions of the Agreement shall not imply or constitute a subsequent waiver of that provision or of any other provision.
- B. Minnesota Law to Govern. This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota without giving effect to the principles of conflict of Laws. All proceedings shall be venue in the County of Aitkin, State of Minnesota.

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

AITKIN COUNTY

PROVIDER

Daniel Guida, Sheriff

Mary Mapes, NP

Dated: _____

Dated: _____

Karla White, Jail Administrator

Dated: _____