

**WRIGHT COUNTY JAIL**  
**Addendum to Medical Services Agreements**  
**(Additional Medical Services)**

THIS ADDENDUM is made and entered into as of \_\_\_\_\_, 2018, by and between Wright County, a political subdivision of the State of Minnesota, 3800 Braddock Ave NE, Buffalo, MN 55313 (hereinafter, the “County”) and MEnD Correctional Care, PLLC, 1908 Kruchten Court South, Sartell, MN 56377, a company employing medical providers and nursing staff licensed to practice medicine under the laws of the State of Minnesota (hereinafter, the “Provider”).

**Recitals**

WHEREAS, the Provider and the County are parties to Medical Services Agreements, and subsequent amendments, last dated from 2017 (hereinafter, the “Medical Services Agreements”), under which the Provider is providing “Health Services” to the County Jail, as described in the Medical Services Agreements; and

WHEREAS, the County and the Provider desire to have the Provider provide additional Medical Services as described in this Addendum:

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, it is agreed by and between the parties that the Provider shall provide additional Medical Services to the County Jail upon the following terms and conditions:

**I. Additional Nursing Services**

- A. Nursing Services: The Provider shall provide additional Nursing Services. RN’s employed by the Provider will:
1. Provide routine nursing coverage approximately 16 hours each week in addition to the hours of service described in Nursing Services sections of the Medical Services Agreements (bringing the total nursing coverage to approximately 120 hours weekly);
  2. Conduct routine health assessments on all inmates as soon as feasibly possible upon booking of that inmate;
  3. Conduct appropriate inmate and jail staff TB screening and routine inmate lab draws;
  4. Will conduct suicide and mental health screening to inmates and refer appropriate inmates to the Medical Provider and/or mental health professional, or other healthcare facility when necessary;
  5. Be available at all times (or have another licensed registered nurse available) by at least phone consultation to assist jail staff and answer medical questions regarding care of inmates.

- B. Supervision. The Nursing Services provided under this Addendum will be supervised by the Provider's employee who serves as the Medical Director for the County Jail under the Medical Services Agreements and by the Provider's administration team.

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

## **II. Compensation**

The Provider, in consideration for the additional Nursing Services to be provided hereunder, shall be paid monthly, on or before the 20th of every month, and shall be compensated in an amount of Two Thousand Six Hundred and Fifty-Eight Dollars and Thirty-Three Cents (\$2,658.33) per month (equating to \$31,900 annually). Compensation will increase annually by 2%, starting on 1/1/2019 (coinciding with the rest of the Medical Services Agreements). Such compensation is separate from and in addition to the compensation payable to the Provider under the Medical Services Agreements.

## **III. Term**

- A. Term. The term of this Addendum shall be for a period commencing on the date of this Addendum and continuing until 12/31/2021. The term of this Addendum shall be renewed at the end of the initial term for an additional one (1) 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 Addendum will terminate upon the expiration of the then-existing term.
- B. Term of Medical Services Agreements. The term of this Addendum may be terminated without terminating the term of the Medical Services Agreements. However, if the term of the Medical Services Agreements is terminated, the term of this Addendum shall terminate at the same time.

## **IV. Relation to Medical Services Agreements**

- A. Services. The Nursing Services provided under this Addendum are separate from and in addition to the Health Services provided under the Medical Services Agreements.
- B. Incorporation by Reference. The County and the Provider agree that the Medical Services provided under this Addendum shall be subject to the terms and conditions contained in the Medical Services Agreements. All of the provisions of the Medical Services Agreements are hereby incorporated by reference into this Addendum, and shall have the same

force and effect as if set forth in their entirety in this Addendum, except that, if and to the extent services, compensation or other terms and conditions are expressly addressed in this Addendum in a manner that differs from the Medical Services Agreements, the terms and conditions of this Addendum shall govern with respect to the providing of Medical Services.

**V. Miscellaneous**

- A. Entire Agreement. This Addendum (including the provisions of the Medical Services Agreements that are incorporated herein by reference) 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 Addendum shall be made or deemed to have been made unless in writing and executed by the parties.
  
- B. Counterparts. This Addendum may be executed and delivered in one or more counterparts, each of which when executed and delivered shall be deemed to be an original but all of which when taken together shall constitute one and the same instrument.

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

MEND CORRECTIONAL CARE, PLLC

COUNTY OF WRIGHT

By: \_\_\_\_\_  
Name: Todd Leonard, MD, CCHP-P  
Title: President

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title: