

**WRIGHT COUNTY
AGREEMENT FOR JAIL CLINICAL SERVICES**

THIS AGREEMENT by and between Wright County, a political subdivision of the State of Minnesota (the "County") and CentraCare Clinic, a Minnesota non-profit corporation (the "Provider"), is made and entered into as of _____ ("Effective Date"), and provides the terms for the Agreement for Jail Clinical Services.

RECITALS

- A. The County desires to establish arrangements or providing certain health and medical services to the detainees and inmates of the Wright County Jail (hereinafter, the "Jail"), an adult institutional correctional facility, pursuant to Minnesota Statute §641.15 and Minnesota Rule 2911.5800 and other applicable laws and regulations.
- B. The Provider is a company employing doctor(s) and nursing staff licensed to practice medicine under the laws of the State of Minnesota, and 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:

**ARTICLE 1
SERVICES**

- 1. Engagement.** The County hereby engages the Provider to provide health and medical services to detainees and inmates of the Jail, which at a minimum will meet the requirements of Minnesota Rules Chapter 2911, but generally meets the community standard of care, and the Provider hereby agrees to provide such services, as set forth herein.
- 2. Scope of Services to be Provided by the Provider.**
 - 1. Medical Director.** The Provider shall provide a physician licensed under Minnesota Statutes Section 147.02 et seq. to serve as the County Jail's Medical Director. The Medical Director or qualified designee shall provide general and urgent care to detainees and inmates. The Provider shall:
 - i. Supervise the medical and mental health care provided to detainees and inmates;
 - ii. Make appropriate frequency of visits to the County Jail to care for inmates as demand warrants, with a minimum of two (2) clinical rounds per week.
 - iii. Perform medical procedures at the County Jail whenever feasible;
 - iv. Prescribe medication for detainees and inmates;
 - v. Assist the County Jail and the Provider administration in budgeting, planning, negotiating with vendors, and preparing presentations whenever possible;

- vi. Assist in the development and review of treatment protocols, policies and procedures;
- vii. Supervise medical staff and review medical charts;
- viii. Have a licensed provider available at all times, by phone or in person, to assist medical staff or answer the County Jail staffs questions regarding the medical needs of inmates.

2. **Nursing Services.** The Provider shall provide a nursing leader and licensed registered nurses ("RNs"), as defined under Minnesota Statutes Section 148.171, Subd. 20. The nurse employed by the Provider will:

- i. Provide on-site nursing coverage which is sufficient to meet the clinical needs of the inmate population. Generally RN coverage will be provided seven days a week.
- ii. Conduct routine health assessments on all inmates as soon as feasibly possible upon booking of that inmate;
- iii. Provide routine nursing sick call each weekday and urgent sick call on weekends and holidays;
- iv. Conduct appropriate TB screening and lab draws for inmates;
- v. Conduct suicide and mental health screening to inmates and refer appropriate inmates to the Medical Director or qualified designee, a mental health professional, or other healthcare facility when necessary;
- vi. Be available at all times for phone consultations to assist County Jail staff and answer medical questions regarding care of inmates, this may be provided by the CentraCare Call Center triage RNs.

3. **Mental Health Services.** provider shall provide a mental health professional who is licensed, licensed eligible, and/or working towards their license who would practice under supervision of a licensed provider and provide the following Mental Health Services. It is assumed that mental health care will be provided within the jail facility or via virtual health services if deemed appropriate by the Medical Director or qualified designee.

- i. Mental Health Screening, triage, physiological services including counseling and medication initiation and management services
- ii. Schedule structure: services will be provided which are sufficient to meet the clinical needs of the inmate population, with a minimum of two on-site days at the jail facility per week.
- iii. Contract Exceptions: The exceptions to these duties will be as follows:
 - 1. Inpatient psychiatric/psychological services (i.e. hospitalizations)
 - 2. Laboratory/radiology costs associated with medication and or illness management
 - 3. Any medical supplies required to perform duties as above
 - 4. Medication costs in treating mental health patients.

4. **No Experimental Treatment:** The Provider shall not provide experimental medical services or treatment to inmates of the Jail.

- 3. Substantial Change in Inmate Census or Medical Acuity.** Both Parties acknowledge that a significant increase or decrease in the total average daily inmate census may result in increased or decreased medical staff hours to address the change in workload. The average daily inmate census is 150 inmates. A significant increase or decrease will be considered to have occurred if the inmate population increases or decreases an average of 10% of the average daily inmate census over a 6 month period ("Substantial Change").

The Parties both agree that prior to opening additional housing units in the jail, the Parties will engage in good faith negotiations to address the need for additional medical staff hours.

The Parties also acknowledge that a significant change in the medical acuity of the inmate population may also result in increased or decreased medical staff hours to address the change in workload. A significant increase or decrease in the medical acuity of the inmate population will have occurred if there is a significant, demonstrable change over an extended period of time, such as by the number of focused sick calls to the inmate population over a 6 month period. If a Substantial Change in the average daily inmate census, or the medical acuity of the inmate population occurs, the Parties may engage in good faith negotiations to address these changes.

Absent a Substantial Change, but in the event that if the Provider needs to add additional staff, services, or time to meet the needs of the County on a temporary basis, CentraCare may invoice the County separately for these additional services. The County shall be responsible for additional invoices.

- 4. Jail Administrator.** The County will designate a representative (the "Jail Administrator") who will be the principal person with whom the Provider will communicate with respect to the services provided under this Agreement.
- 5. Policies and Procedures.** The Provider will establish and maintain written policies and procedures for the delivery of health care services including medical, dental, and mental health services, and will make copies of such policies and procedures available to the County upon its written request.
- 6. "Health Authority."** The Jail's Medical Director will act as the "health authority" and "responsible physician" as defined in MN Rule 2911.0200, Subp. 60. Provider agrees to comply with all MN Rules, state law, and federal law applicable to care of correctional inmates, including but not limited to MN Rules Chapter 2911, and Minn. Stat. 144.651, the state and federal Constitutions, and the United States Marshalls Service Prisoner Health Care Standards, USMS Pub.No. 1 00 (Revised November 2007). Provider agrees

to train all Provider employees on all applicable legal duties and obligations arising from MN Rules, and state and federal law. Provider shall maintain records documenting said training.

7. Medical Waste Materials. The County will be responsible for disposing of all medical hazardous waste materials. This includes disposing of all hazardous containers and supplying new containers as needed.

8. Standard of Care. The Provider will provide all medical services in accordance with Minnesota Department of Corrections Rules Governing Adult Detention Facilities, MN Rules Chapter 2911, and all other applicable laws and rules, and consistent with the community standard of care.

9. Limitations; Responsibilities of the County.

- a. The Provider will not be responsible for the cost of any pharmaceuticals or medical supplies or equipment, including but not limited to:
 - i. Ambulance or other transportation services;
 - ii. Special limited-use equipment;
 - iii. X-rays, lab services, hospital or clinic charges;
 - iv. Furniture, fixtures, equipment, and utilities necessary to operate the medical department at the Jail; and
 - v. Any off-site services provided by a medical provider other than the Provider.
- b. The County will provide a suitable, secure facility in which the Provider's medical staff can provide appropriate care as required by the Department of Corrections licensing practices and provide the necessary equipment and supplies to allow professional nursing care to Jail inmates.
- c. 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.

10. Regular Meetings. The Parties will meet on an annual basis to discuss the Agreement and the ongoing needs of the Parties. Authorized representatives and/or stakeholders from each Party shall attend the meeting. The Provider shall schedule the meeting at a time and place to be agreed to by the Parties.

ARTICLE II
PERSONNEL SERVICES

1. **Recruitment and Credentialing Program.** The Provider will recruit and interview candidates who are currently licensed or certified in the State of Minnesota. The Provider will interview each candidate with a special focus on technical expertise, emotional stability, and motivation. The final selection of all subcontractors will be subject to approval by the County Sheriff's Office.
 - a. The Provider will hire all employees necessary for the performance of this Agreement. All persons employed by the Provider will be employees of the Provider and not the County.
 - b. All personnel will be required to pass a background investigation conducted by the County for initial and or continued employment at the jail facility. The County reserves the right to restrict access to the jail if there is a failure to pass background checks. Additionally, all personnel performing on-site services may be required to undergo a urinalysis or blood test if there is a reasonable suspicion that they are under the influence of alcohol or other substances of abuse. Such testing shall be performed in a manner consistent with Provider's Drug and Alcohol Free Workplace and Testing Policy.
 - c. All screened candidates will make an on-site visit to the facility prior to employment.
 - d. Initial and continued service of subcontractors will be subject to approval of the County. The County reserves the right to prohibit any of the Provider's independent contractors from performing service with regard to this contract.
 - e. All health care personnel employed by the Provider will be appropriately credentialed according to licensure, certification, and registration requirements. The Provider will forward the applicable certificates to the County upon request from the County. All medical staff will be expected to attain proper credits of continuing medical education as to keep their respective licensures/certifications active.
 - f. All personnel will comply with current and future state, federal, and local laws and regulations, court orders, administrative directives, institutional directives, PPACA (Patient Protection and Affordable Care Act) standards, and policies and procedures of the County and the Jail.
 - g. Personnel files of all subcontractors and contract employees will be on -file at the Provider's office. The files will be made available to the Jail Administrator or

his designee when requested. These files will include copies of current Minnesota licenses, proof of professional certification, DEA numbers, malpractice insurance certificates, evaluations and position responsibilities.

- h. The Provider will notify and consult with the jail Administrator prior to discharging, removing, or failing to renew contracts of subcontractors.

- 2. **Nondiscrimination.** The Provider and the County agree to comply with the nondiscrimination requirements of the Department of Corrections and County personnel policies. The Provider and the County agree to comply with the Federal Civil Rights Act of 1964 and the Minnesota Human Rights Act and will not (a) discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, sexual orientation, national origin, mental and/or physical handicap, disability, marital status, membership or activity in a local human rights commission, familial status, public assistance, (b) discriminate against any employee or applicant for employment in violation of Federal, State or local laws, or (c) 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, creed, religion, sex, sexual orientation, national origin, mental and/or physical handicap, disability, marital status, membership or activity in a local human rights commission, familial status, or public assistance.

3. **Training and Orientation.**

- a. The Provider will provide an orientation program for its staff. The Provider will be responsible for ensuring that all new health care personnel are provided with orientation and appropriate training regarding medical practices on-site at the Jail. An outline of the orientation and in-service program will be submitted to the Jail Administrator upon his or her written request. Orientation regarding other institutional operations will be the responsibility of the jail and the County.
- b. The Provider will send its staff to a security orientation program provided by the County. The Provider will send its staff to a security orientation program provided by the County. The Provider will be responsible for payment of staff while attending the security classes and for providing coverage in the medical unit.
- c. The Provider will provide a medical library for use by the health care staff. The Provider will provide a medical library for use by the health care staff. The library will minimally include basic reference texts related to diagnosis and treatment in a primary care setting. This library may include hard copy materials and/or on-line materials/references.

- d. The Provider will provide appropriate in-service education programs for its staff. Selected topics which require staff training will be identified on an ongoing basis through the Provider's continuous Quality Improvement Program.

4. Staffing and Schedules. All hours will be spent on-site at the Jail, except as is otherwise expressly agreed to by the Jail Administrator and the Provider. Staffing work schedules may be modified upon the parties' mutual agreement.

5. Security and Safety.

- a. The Provider and its personnel will be subject to and will comply with all security regulations and procedures of the County and the Jail. Violations of regulations may result in the employee being denied access to the Jail. In this event, the Provider will provide alternate personnel to supply services described herein, subject to the usual criminal background check used for initial hires if the employee is new to the facility.
- b. The County understands and agrees that adequate security is necessary for the safety of the Provider's employees, as well as for the security of the County's employees and the inmates. The County will provide security for the Provider's employees and agents consistent with security provided to other County employees. Such security will include, but not be limited to, on-site armed escort of inmates, sufficient to allow the Provider and its employees to safely provide the medical services called for hereunder.

**ARTICLE III
TERM AND TERMINATION**

- 1. Term.** The term of this Agreement shall be for a period of commencing on Effective Date and ending December 31, 2025.
- 2. Renewal.** The term of this Agreement shall be renewed at the end of the term and each renewal term thereafter for additional one year (1) year term, unless either party submits written notice of its intention not to renew to the other party at least one hundred and eighty (180) days prior to the end of the then- existing term hereof, in which event this Agreement will terminate upon the expiration of the then-existing term.
- 3. Termination Rights.** Either party shall have the right to terminate this Agreement by providing one hundred eighty (180) days written notice to the other party of default, non-appropriation of funding, or legislative changes, as described below. The parties

agree to negotiate in good faith and take steps to mitigate loss or damages to both parties during the notice period.

4. **Default.** The County may terminate this Agreement due to Provider's default of this Agreement. Said default may include, but is not limited to, the following:
 - a. 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.
 - b. The Provider's failure to perform any of the other essential provisions of this Agreement or failure to prosecute the work as to endanger 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.

5. Non-appropriation & Legislative Changes.

- a. If that the County is not able to appropriate the funds for the services provided by the Provider under this Agreement, the County may terminate the whole or any part of this Agreement.
- b. If a law goes into effect requiring a material change in the services provided by the Provider to the inmates of the County Jail or the Provider loses its license that is required to perform the services under this Agreement, the County may terminate the whole or any part of this Agreement.

**ARTICLE IV
COMPENSATION**

1. **Compensation.** The Provider, in consideration for the services to be provided hereunder, will be compensated at the rate of NINE HUNDRED SIXTY THOUSAND THREE HUNDRED NINETY THREE DOLLARS AND 32/100 (\$960,393.32). Such compensation will be paid by the County in monthly installments with the initial monthly installment to be paid on the commencement date of the Term and subsequent installments to be paid on or before the first day of each month thereafter. The County shall also be responsible for any additional services provided consistent with Provision 1.3. The compensation to the Provider will be increased annually on January 1 of each contract year, after the initial year, under this Agreement by 5% over the rate in effect for the preceding 12-month period.

2. **Credit to the County.** The Provider will agree to credit the County The Provider will agree to credit the County a credit consisting of an hourly salary and fringe benefits for hours of each position not covered or vacant for fifteen (15) days or more. Adjustments will be made on a quarterly basis.
3. **Care Provided Outside the Jail.**
 - a. For any medical care that the Provider cannot provide inside the Jail and that the Provider or another health care provider must provide outside the Jail, the health care provider that provides the service will be entitled to bill the respective Detaining Authority, subject to maximum allowable charges, coverage and pre- authorization procedure of coverage/treatment, as provided under the U.S. Marshals Service Prisoner Health Care Standards and any other applicable state or federal law, or Detaining Authority policy. The Detaining Authority is defined as the authority which is responsible for the inmate. It does not mean the housing County.
 - b. THE COUNTY IS RESPONSIBLE FOR MEDICAL SERVICES AND ANY RELATED COSTS PROVIDED OUTSIDE THE JAIL, IF THE INMATE NEEDS TO GET HEALTH CARE SERVICES OUTSIDE OF THE JAIL. THIS APPLIES TO INMATES FOR WHOM WRIGHT COUNTY IS THE DETAINING AUTHORITY.
4. **Taxes, Permits, and Certification.** The Provider will pay all applicable taxes, including sales and excise taxes, and will keep current all necessary licenses, permits, and certifications necessary to fulfill the terms and conditions of this Agreement.

**ARTICLE V
INSURANCE AND INDEMNIFICATION**

1. **Insurance.** The Parties will obtain and maintain the following minimum limits of insurance continuously during the term of this Agreement.
 - a. Workers' compensation insurance covering the Provider as an independent contractor and any employees who the Provider employs under this Agreement. If the Provider's employment is an excluded employment under Minn. Stat. § 176.041 and the Provider elects not to purchase workers' compensation coverage, the Provider shall provide the County with a written waiver of workers' compensation coverage in a form acceptable to the County. The Provider agrees that under no circumstances shall the County be responsible for workers' compensation for injuries suffered in connection with this Agreement.;
 - b. Comprehensive general liability insurance with limits of coverage in the amount of One Million and Five Hundred Thousand Dollars (\$1,500,000.00)

per occurrence and Three Million Dollars (\$3,000,000.00) aggregate, to include bodily injury, property damage, personal injury, contractual damages, and violations of civil rights.

- i. Provider agrees to include the County as an additional insured under the above-named insurance policy(ies).

- c. Medical Professional Liability Insurance with limits of not less than One Million and Five Hundred Thousand Dollars (\$1,500,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) aggregate, including but not limited to coverage for violations of civil rights alleged to have resulted, in whole or in part, from malpractice of the Provider's physician(s) or employee(s).

The Provider will furnish the County with certificates of insurance specifically describing the coverage above, upon written request by the County.

Current, valid insurance policies meeting the requirements herein identified will be filed with the County before the Provider commences a service and maintained during the term of the contract. Renewal certificates will be sent to the County within thirty (30) days after receipt of the Renewal certificate. There will also be a 30-day notification to the County in the event of cancellation or modification of any stipulated insurance coverage.

2. Indemnification.

- a. The Provider will indemnify and hold harmless the County and its commissioners, officers, agents and employees from any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees, and judgments, which the County, its commissioners, officers, agents or employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the Provider, its associates, agents, servants or employees, in the execution, performance, or failure to adequately perform the Provider's obligations under this Agreement.

- b. The County will indemnify and hold harmless the Provider, its directors, officers, employees, agents, and medical staff from any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees, and judgments, which the Provider, its directors, officers, employees, agents, or medical staff may hereafter sustain, incur or be required to pay, arising out of the County's operation and maintenance of the Jail, including maintaining safety and security, or in the execution, performance, or failure to adequately perform the County's obligations pursuant to this Agreement. It is understood and agreed that the

County's liability is limited by the provisions of Minnesota Statutes Chapter 466, or other applicable law.

c. The terms of this section will survive the cancellation or termination of this Agreement.

3. **Injuries to Provider's Employees.** The Provider waives any rights to recovery from the County for injuries that the Provider's employees may sustain while performing services under and pursuant to this Agreement and that are a result of the negligence of the Provider or its employees. The Provider agrees to hold the County harmless from and indemnify the County from any claims against the County for injuries that the Provider's associates, agents and/or employees may sustain while performing services under and pursuant to this Agreement and that are a result of his/her/their own negligence.

ARTICLE VI CONFIDENTIALITY AND RECORDS

1. **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.

2. **Confidentiality.** The Provider and the County will 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 (2006). Provided any necessary authorizations are obtained and all legal restrictions are met, the Provider and the County will 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.

3. HIPAA Representations

- a. To the extent applicable pursuant to HIPAA, the Provider shall:
 - i. Not use or further disclose Protected Health Information (PHI), as defined in 45 C.F.R. § 160.103 and except as authorized by 45 CFR 164.500- 164.534, other than as permitted or required by this Contract, and further agrees that it will not use or further disclose PHI in a manner that would violate requirements of HIPAA and its implementing regulations (45 C.F.R. parts 160- 64).
 - ii. Report to the County any use or disclosure of PHI not provided for by this Contract of which it becomes aware, and will ensure that any associates, agent, and/or employees, including any other professionals

with whom the Provider refers to or consults on cases with, to whom the Provider provides or receives PHI, agree to the same restrictions and conditions that apply to the Provider with respect to such information.

- iii. Develop, implement, maintain, and use appropriate administrative, technical and physical safeguards to protect the privacy of PHI in compliance with 42 U.S.C § 132d-2(d), 45 C.F.R. § 164.530(c), and other applicable HIPAA regulations.
 - iv. Following the procedures for access to PHI set out in 45 CFR § 164.524.
- b. Upon receipt of notice from the County, the Provider agrees to promptly amend or permit the County access to amend any portion of the PHI which the Provider created for or received from the County so that the County may meet its amendment obligations under 45 C.F.R. § 164.526.
 - c. With the exception of disclosures of PHI made for the purposes specified in 45 C.F.R. § 164.528(a)(i)-(vi), the Provider will document and report each disclosure the Provider makes of PHI it creates or receives for or from the County so the County may comply with the requirements set forth at 45 C.F.R. § 164.528.
 - d. The Provider acknowledges and agrees that in the event the Provider breaches these HIPAA requirements this Contract may be terminated by the County and the breach may be reported to the United States Department of Health and Human Services.
 - e. The Provider will be the owner of all PHI.
4. **Minnesota Government Data Practices Act.** The Provider agrees to comply with the Minnesota Government Data Practices Act (the “Act”) and all other applicable state and federal laws relating to government data, to the extent applicable. Provider will immediately report to the County any requests from third parties for information relating to this Contract. The County agrees to promptly respond to inquiries from Provider concerning data requests. Providers agrees to hold the County, its officers, and employees harmless from any claims resulting from Provider’s unlawful disclosure or use of data protected under state and federal laws, regardless of the limits of insurance coverage.
5. **Responsibility for Failing to Safeguard Information.**
- a. The Provider agrees to defend, indemnify, and hold harmless the County, its Commissioners, agents, officers and employees from all claims arising out of, resulting from, or in any manner attributable to any violation, by the Provider,

its directors, officers, employees, agents, or medical staff, of any provision of the Minnesota Government Data Practices Act or HIPAA, including any legal fees or disbursements paid or incurred to enforce the provision of this article of the Agreement.

- b. The County agrees to defend, indemnify, and hold harmless the Provider, its agents, officers and employees from all claims arising out of, resulting from, or in any manner attributable to any violation by County of any provision of the Minnesota Government Data Practices Act or HIPAA, including any legal fees or disbursements paid or incurred to enforce the provision of this article of the Agreement. It is understood and agreed that the County's liability is limited by the provisions of Minnesota Statutes Chapter 466, or other applicable law.
- c. The terms of Section 6.5 will survive the Cancellation or Termination of this Agreement.

ARTICLE 7 BOOKS AND RECORDS

1. **Fiscal Responsibility, Records, Controls, Reports, and Monitoring Procedures.** The Provider agrees to maintain books, records, documents and accounting procedures and practices which properly reflect its direct and indirect costs expended in the performance of this Agreement. Said records will 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.
2. **Program Records, Controls, Reports, Monitoring Procedures, and Ownership of Records.** All patient records, program records, controls, reports, monitoring procedures and any other documentation related to patient care will remain available to the Jail at all times upon request, and will be held in strictest confidence in accordance with Minnesota Statutes, Chapter 13. Access to Patient Records will be limited to the patient's doctor, the patient (upon a properly made request), and the Jail. Medical recordkeeping will be at and under the direction of the Provider, and will be managed pursuant to applicable medical custom, and state and federal law. Provider is responsible for the medical records.
3. **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.

ARTICLE 8
INDEPENDENT CONTRACTOR

1. During the term of the Agreement, the Provider will at all times be acting and performing as an independent contractor and no employees of the Provider are acting as employees of the County for any purpose. Nothing contained in this Agreement will be construed to create a joint venture, partnership or similar relationship between the parties. No statement contained in this Agreement will be construed so as to find the Provider's employees to be employees of the County, and the Provider's employees will 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.
2. Neither party will 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, will be construed to be the agent, employee, or representative of the other party and each party will 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.
3. The Provider will be responsible for employing the persons who will provide the services hereunder, and will be responsible for all compensation and benefits payable to such employees with respect to their services under this Agreement. The Provider will have the right to employ additional or different persons during the term of this Agreement.
4. 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.
5. The Provider will 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.
6. The Provider will be responsible for all expenses, professional development training and personal equipment expenses, (such as pagers, cell phones, etc.), in providing the services covered under this Agreement. There is no separate reimbursement for expenses of the Provider's employees.
7. Nothing in this Agreement will limit the Provider in providing medical services to other public/private organizations or persons during the term of this Agreement.

8. the Provider's employees consent to a security/criminal background check. The Provider's employees' authority to enter the Stearns County Jail (a secure facility) is contingent on this background check. Stearns County retains the right to unilaterally terminate this Agreement in the event of any potential security threats presented by the Provider's employees, and these security issues are not corrected within ten (10) days of written notice of such from the County.

**ARTICLE 9
GENERAL**

6. **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given (a) on the date of service if served personally on the party to whom notice is to be given; (b) on the next business day after delivery to Federal Express or similar overnight courier for next day delivery; or (c) on the third (3rd) business day after mailing, if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid and properly addressed, to the party as follows:

If to the County:

Wright County Jail Administrator
Attn: Patrick O'Malley
3800 Braddock Avenue N.E.
Buffalo, MN 55313

With a copy to:

Wright County Administrator
Attn: Lee Kelly
3650 Braddock Avenue N.E.
Buffalo, MN 55313

If to the Provider:

CentraCare Health
1406 6th Ave N
St. Cloud, MN 56304
Attn: Kathy Parson, VP Revenue Cycle and Population Health

7. **Entire Agreement; Amendment.** 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 will be made or deemed to have been made unless in writing and executed by the parties.

8. **Effect of Partial Invalidity.** The invalidity of any portion of this Agreement will not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions will be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.
9. **Subcontracting and Assignment.** The Provider may not assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of County. Any subcontractor or assignee shall be subject to such conditions and provisions as the County may deem necessary. Provider shall be responsible for the performance of all subcontractors and assignees. The Provider must inform the County of all subcontracts and assignments at least thirty (30) days in advance of such change. Subcontracts and assignments of this Agreement will be attached as an addendum to the original Agreement.
10. **Governing Law, Venue, and Costs.** Any lawsuit or legal proceeding arising out of or relating to this Agreement shall be litigated in the Wright County District Court, Tenth Judicial District, Minnesota.

Neither party shall have the right to collect from the other party any costs, disbursements or attorneys' fees incurred in enforcing or litigating this Agreement, absent actions brought pursuant to Article 2. Each party shall be responsible for paying their own costs and attorney fees.

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

**CENTRACARE CLINIC,
A MINNESOTA NON-PROFIT CORPORATION**

COUNTY OF WRIGHT

By: _____
Its:

By: _____
Its:

Date: _____

Date: _____