MINNESOTA SHERIFFS' ASSOCIATION

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March 14, 2026

Public Safety Committee

Minnesota House of Representatives

RE: Support for H.F. 4282 and Companion Bill S.F. 4404

Representatives:

This letter is submitted to the Committee in full support of H.F. 4282 that would amend and fix well-intentioned but misguided legislation enacted in the 2025 Session as Minn. Stat. 241.021, subd. 4f. As explained below and as will be presented by others in support of this Bill, while the 2025 law was intended to help protect the health care of jail inmates, it has the opposite effect and also makes it harder for medical providers to properly care for their patients. It also has driven medical providers from the field of correctional health care and caused county taxpayers to incur unnecessary additional costs for jail operations.

To refresh the Committee's memory I have been general counsel to the Minnesota Sheriffs Association (MSA) since 1987 and have been involved with jail operations and legal issues at the local, state and national level for 39 years. Before that time I spent 8 years as an assistant attorney general where I represented the Minesota Department of Corrections and that assignment included advising, working with and representing what is now the Jail Enforcement and Inspection Unit of the DOC. I give you that background because in my 47 years in dealing with jails and legal issues the current provisions of Minn. Stat. 241.021, subd. 4f are among the most problematic laws I have experienced.

It should be noted from the outset that this law that has had such a significant impact on jail medical operations was passed with almost no detailed vetting of the language that was enacted. I am currently involved in litigation trying to stay enforcement of this statute and that has caused me and attorneys for several counties and jail medical providers to research the legislative history of the law. We found and I represent to you as an officer of the court, that this statute did not even get a hearing before a Senate Committee. In the House there was a very brief hearing of an earlier version of the bill that was not at all like the version that came out of Conference Committee and was included in the Public Safety Omnibus Bill in which this amendment was included. Had there been an opportunity for medical providers, sheriffs and jail administrators to

formally present their views and testimony on the Bill as finally enacted, I highly doubt this Bill would have been enacted in its present form.

What the current statute does is rather than promoting good medical care for jail inmates, is to needlessly put their health at risk by requiring continuation of prescription that are medically contraindicated and can only be altered by a cumbersome and often unworkable process that improperly interferes with the medical judgment of highly trained specialized medical providers. The legislation is based on the incorrect and factually unsupported assertion that jails and their medical providers for reasons of money deny jail inmates necessary prescription drugs they were using prior to incarceration. **Evidence shows that is simply not true.** What this new statute does is unduly interfere with medical decision making by medical providers. Once people are in custody their medical and mental health care becomes the legal responsibility of the counties and their medical providers. Jails have contracted with medical providers who often specialize in correctional health care. Those providers know far better than any community provider how different and rapidly changing health needs are in jails compared to the community. In the controlled environment of the jail very often prescriptions appropriate in the community are not appropriate in the jail. To continue them is worse than a waste of money and is a risk to inmate health. The absence of drugs and alcohol, a totally altered diet and lifestyle can make it harmful to continue some medications such as insulin when medical evidence shows it is no longer needed. This statute mandates medical providers choose between following this statute and violating their medical oaths at the risk of sanctions and malpractice. It places jails at the very real risk of license sanctions that could be so severe to include closing jails by the DOC. Specific problems with the current statute that this Bill can fix while preserving the original good intention of the Bill include the following aspects.

1. The current statute mandates prescriptions that may be unneeded, such as to treat E.D. or for which because of the jail environment and risk of diversion and abuse are not appropriate in the jail, such as controlled substances. Jail medical providers have documented instances of drug diversion where inmates sell or give their drugs to other inmates but under current law that risk is not allowed to be considered by the provider to end providing the drugs without the often-unworkable process of outside provider agreement.

2. The current statute tries to allow for changes in prescriptions by allowing a change after consultation with the original outside medical provider but that simply does not work as a practical matter. This is often not realistic because of the difficulty in contacting those providers. Outside providers are busy and clinics are only open traditional business hours but jails operate 24/7/365. Experience has shown efforts to connect to and consult community providers often take many days and may never happen so that "relief valve" simply does not work.

3. The current statute also tries to relieve the adverse effects of its language by allowing a change of medication with the written consent of the inmate patient, but that also often will not work because the person may be drunk, high, in a mental health crisis or simply elects to be defiant and resistant even when it is contrary to their best interests and health needs. In addition the DOC Director of the Enforcement and Inspection Unit has directed

her staff that written consent of the inmate it not good enough and in fact it must be written informed consent as that term is used in medical practice. This is not even the standard in the community for medical care. Ask yourself, when your doctor has changed your medication has he or she ever required you to agree in writing before the change happened? This requirement is unprecedented in medical practice and the Bill would fix that by changing that requirement to match community medical practices.

4. Experience has shown many inmates "doctor shop" and have multiple prescriptions that taken together could be extremely harmful or have prescriptions but do not take them and to start taking them again once in jail without medical review could be harmful or even fatal, but the current statute requires that to take place.

5. Several medical providers have already left the field of providing medical care to inmates with one doctor resigning and another provider canceling the agreement to provide medical care to a 200-bed jail in rural Minnesota. Another small rural jail has had to almost double its medical staffing to comply with the law since it was enacted. The effect of the current law is to actually reduce available, quality medical care to inmates.

6. Staff of the DOC have realized this statute is not workable and is highly problematic. Through a Data Practices request I acquired internal communications, which I can share with the Committee upon request, in which they note how unworkable the requirements of the statute are and expressing relief that it does not apply to DOC facilities.[1]

7. The legislation was based on the false premise that jail doctors fail or refuse to provide medication to save money and that jails refuse to provide medication for the same reason. Because this legislation was not thoroughly vetted by this or other Committees before getting included into the Omnibus Bill, the Committee members did not have the benefit of an explanation of how medical care is contracted for in most jails. To provide that information now I include a typical contract from a Minnesota Jail and medical provider as Exhibit A. As that contact reflects on page 6, Item 1.14 the county will pay for all pharmaceuticals and medical providers are not paid based on the basis of medication they do or do not prescribe. Jail medical providers are not pharmacies so it makes no difference to them if they prescribe a medication that costs a dollar or 1000 dollars a dose. In sworn testimony in litigation challenging this law about 2 dozen sheriffs and jail administrators have testified that they have never refused to provide prescribed medication for the purpose of saving money. The arguments to the contrary made in 2025 are based on inaccurate information that was presented in a Committee Hearing in which it was claimed that a person died in jail because they did not get their medication. The DOC is in possession of records, and I obtained from the DOC through a Data request I can share with the Committee, which includes proof that was simply not the case.

8. To make this discussion less abstract and provide some real-world examples of the harm this current statute can cause if it is complied with, I attach as Exhibit B some real-life

[1] This observation might lead one to ask, if this requirement in statute for prescription continuity is such a good correctional practice, then why was it not also applied to inmates in the state prison system.

examples provided by medical providers of the harm it could cause to patients who are inmates. For reasons of medical privacy I have de-identified the patient, but I represent as an officer of the court that these are real cases and the opinions of real doctors.

9. Finally, I wish to address the untenable position this legislation has put the medical community in that provides inmate medical care. We all have heard that the first rule of medicine has for thousands of years to: "First, do not harm." That Hippocratic maxim has translated in the modern era to a situation where violating it can result in civil, licensing and even criminal liability for a medical provider. In current litigation about this new statute when attorneys for providers have raised this concern on the record the attorneys representing the State of Minnesota and the DOC staff have replied that essentially they expect doctors will likely violate the statute because they give higher importance to protecting the health of their patients and meeting their professional and ethical obligations than to comply with this statute. While the Sheriffs of Minnesota share the values and ethics of the medical community, unlike doctors who are not subject to DOC jurisdiction and sanctions for violating existing 241.021, subd. 4f, the counties and jails of Minnesota do face the very real threat of such sanctions from DOC licensing authorities who have fully and vigorously declared their intent to enforce the statute ass it is now written. For that reason we encourage in the strongest of terms passage of H.F. 4282.

Yours,

Richard Hodsdon

Richard Hodsdon

MSA General Counsel

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

This agreement, effective as of the date of the last signature hereto, entered into by and between the County of Hubbard, located in the State of Minnesota, through the Hubbard 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 pay 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. The county will pay for all costs associated with 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. JAB averages a claims processing standard of 40 days; however, we anticipate being able to process the county's claims within a maximum of 28 days. 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 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.

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.) Correctional health care is a specialty.

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 weekly (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 40 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 QUALIFIED MENTAL HEALTH PROFESSIONAL (QMHP). ACH will provide an on-site QMHP for 4 hours per week on a schedule approved by the county. 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).

1.15.8 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).

ARTICLE 3:
COMPENSATION/ADJUSTMENTS

3.1 ANNUAL AMOUNT/MONTHLY PAYMENTS. The county agrees to pay $227,872.29 per year to ACH under this agreement. To do so, the county agrees to make monthly payments of $18,989.36 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 Hospital and related services (Series Id CUUR0000SEMD) or 5%, whichever is higher.

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 70. 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 February 28, 2023 at 12:01 A.M. and will continue in full force and effect until December 31, 2027 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.

4.2 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. 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 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.

5.13 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.

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

5.15 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.

5.16 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.

5.17 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: Hubbard County Jail, 301 Court Avenue, Park Rapids, MN 56470; email: caukes@co.hubbard.mn.us. 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.

5.18 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.

5.19 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.

5.20 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.

5.21 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.

5.22 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

12/13/2022
Date

COUNTY OF HUBBARD, MINNESOTA

Cory Aukes, Sheriff

12-13-22
Date

Please complete and return via email to Contracts@advancedch.com.

If this contract is not returned to ACH by 1/2/2023, the price will increase.

EXHIBIT B

REAL LIFE EXAMPLES OF 241.021, SUBD 4f MEDICA CONTRAINDICATIONS

In the course of litigating the unconstitutionality of the newly enacted statute that requires jails to continue prescription medication unless and until the inmate consents in writing to a change or the original prescribing provider is contacted, both of which can be very challenging, as counsel for the Minnesota sheriff Association (MSA) I obtained multiple examples from licensed medical providers from multiple counties as to why this requirement is often very contrary to the health, safety and even life of an inmate. Because of federal and state medical privacy laws such as HIPAA, The Minnesota Health Records Act and Data Practices, we have had to disguise the location and ability to identify the inmate/patients. I represent as an Officer of the court a\that these examples were submitted as a sworn declaration and I have removed the county and inmate/patient identification, but these are verbatim examples from the sworn declarations.

COUNTY 1

1. Inmate 1: 12/14/2024 – 12/31/2024: Inmate 1 entered the facility with prescriptions for 14 medications including a high dose of Novolog 70/30 BID. Scheduled Novolog was administered as prescribed and caused a life-threatening episode of hypoglycemia. The Inmate's blood glucose level was 25. The Inmate was unable to speak, was sweating profusely and could not ambulate on their own. Symptoms of hypoglycemia include sweating, chills and clamminess, shakiness and tremors, slurred speech and clumsiness, seizures, loss of consciousness and in extreme cases, coma. Only through the intervention of jail medical staff in conjunction with the jail medical director was the inmate brought back to a safe blood glucose level as the PCP was unreachable and the local on call provider was unwilling to make any changes to dosing or scheduling. It was later found that inmate was absolutely medication non-compliant even with the assistance of a home health aide. The Inmate had several months of medications that had not been taken as prescribed and had a total of three readings for blood glucose in as many months.
2. Inmate 2: 12/10/2023 – 12/16/2023: Inmate 2 entered the facility with 44 strips of 8/2mg Suboxone and 16 strips of 12/3mg Suboxone BID. The maintenance dose of Suboxone is generally in the range of 4/1mg buprenorphine/naloxone to 24/6mg per day. The Inmate would have been taking a daily dose of 40/10mg if administered as prescribed. Dosages higher than 24/6mg daily have not demonstrated to provide a clinical advantage. The most common side effects of Suboxone include headache, nausea, vomiting, constipation, pain, increased sweating and insomnia. The Inmate was unable to articulate a prescriber's name or location. The Inmate ultimately stated that he had never seen a provider or met with one in person but instead called the "sub lady" and provided a telephone number. It was later learned that the inmate abused Suboxone and had no condition that would require a prescription for Suboxone.
3. Inmate 3: 04/02/2025 – 06/16/2025: Inmate 3 entered the facility and claimed to have a recent diagnosis of Type 2 diabetes. The Inmate also never filled any medications prior to incarceration and had been non-compliant with prescribed medications. The Inmate was prescribed Pioglitrazone 45mg once daily in addition to Semaglutide 7mg once daily and

Sitagliptin 100mg once daily for the treatment of diabetes. The initial dose of Pioglitrazone is 15 – 30mg once daily with a maximum dose of 45mg, which is what the inmate was prescribed. Beginning a medication used to treat a condition such as diabetes can have serious side effects including heart failure, liver problems, bladder cancer, bone fractures and macular edema.

4. Inmate 4: 01/09/2025 – 01/10/2025: Inmate 4 had been prescribed oral antidiabetic medications as well as sliding scale insulin. Medical records obtained from placement at a treatment center prior to their incarceration indicated that insulin was to be increased. Blood glucose checks while in the Lyon County Jail showed low BG values and insulin would have been contraindicated due to such low values. The jail medical director determined that it was appropriate to hold insulin due to low BG. If insulin had been administered as prescribed the inmate would likely have had a hypoglycemic event.

COUNTY 2

1. The inmate came into the jail with a prescription of a high dose of Lamictal. It was known that he had not taken the medication for at least one month and possibly even longer because he could not remember the last day he had taken the medication. He had been in residential treatment for at least one month and had not taken Lamictal while there. Before leaving treatment that facility made a doctor's appointment with the prescribing provider to restart the medication. The provider's office said that he had to be seen before restarting the medication and the earliest appointment was 3 weeks out. The inmate had contacted the pharmacy and since the prescription was still active in their system, they refilled the prescription. Shortly after that the inmate was arrested and came to jail with a prescription that was filled and had a current date on the bottle. Medical staff determined that the medication should not yet be started because it was known that it had been a long time since the medication was given. If this medication been given at the prescribed dosage as the new law would require until after consultation with the prescribing provider and without monitored tapering of the medication it could have had serious consequences such as Stevens-Johnson Syndrome, which is a serious skin condition that can be life threating.

COUNTY 3

1. Inmate 1- The patient came in on 100mg Losartan daily for hypertension. Initial blood pressure was 88/57(manually). Losartan decreased to 50mg daily with blood pressure monitoring. Attempted to contact the primary provider and a message was left for a return call. Patient had just seen the provider within 2 weeks prior to jail intake and he stated his blood pressure medication was increased at that time. Had this original medication order not been changed the following side effects could have occurred: Fainting, Confusion, Fatigue, Weakness, Blurred Vision, Rapid, shallow breathing and Hypovolemic shock.

2. Inmate 2- The patient came in on higher doses of both long acting (Lantus) and short acting (NovoLog) insulins. The prescribed dosage was 60-75 units Lantus nightly and 22-26 units Novolog 3x/day with meals. No directions had been issued to hold Lantus. Blood sugar was under 200 initially and the patient reported eating before this and not administering any insulin that day. Per pharmacy review patient had not consistently been administering insulin. Attempted to contact

the primary provider of the patient who he reported he had just seen within the past 2 weeks and no changes were made at that time concerning his insulin. A message left for return call went unanswered. Provider for the jail decreased the Novolog insulin to the recommended sliding scale only so if blood sugar is under 200 he does not receive short acting insulin versus what he was prescribed which would have been 22 units. The primary provider office did respond the following week and reported the patient had not disclosed that he had not been taking his insulin as prescribed so they had not felt the need to update it. Had these orders not been changed the patient's blood sugar could have dropped significantly which could lead to severe hypoglycemia, seizures, loss of consciousness and death.

3. Inmate 3- The patient came in with the current prescription for Vyvanse 70mg daily. The patient also came in positive for methamphetamines and reported daily use of methamphetamines. The provider held prescription of Vyvanse due to the risk of cardiovascular strain on heart and blood vessels which could lead 10 heart attack, stroke and death.

4. Inmate 4- The patient came in on a suboxone prescription of 16-4mg films once daily. The patient titrated down to 12-3mg daily so only one film was used lessening the chances of diversion. The patient requested return to previous dose. The patient was placed back on the previous dose and within a couple of days she had given one of her strips to other patients in the facility. Using suboxone not prescribed to you can cause respiratory depression, overdose and death.

5. Inmate 5- The patient came in with current prescription for Celexa 40mg daily however had not been taking it so the order changed to 20mg daily due to no recent use. Had the provider not changed the orders then serotonin syndrome could have occurred, insomnia, confusion, seizures, high fevers, tremors, irregular heart rate or sudden drop-in heart rate.

6. Inmate 6-The patient was brought into jail with a current prescription for Paxil 40mg by mouth daily. The patient reported not having taken this medication in the past few months. Because of this the jail provider restarted the medication at a lower dose of 1 Omg by mouth titrate the medication back up. If the provider had not changed this order the patient could suffer from an increase in side effects: A higher initial dose may increase the likelihood and intensity of common side effects such as nausea, drowsiness, weakness, dizziness, and sexual dysfunction. Starting at a higher dose increases the risk of developing serotonin syndrome. This is a serious condition characterized by symptoms like agitation, confusion, sweating, and rapid heartbeat. Other reactions could include; agitation, restlessness, irritability, and in rare cases, even suicidal thoughts, especially during the initial weeks of treatment.

7. Inmate 7- The patient was brought to jail. He was sent into the ER for evaluation of cardiac concerns and was hospitalized for Atrial Fibrillation with RVR following that until returning to jail with new medication orders, No changes were made initially however after monitoring the patient's blood pressure the jail provider increased the prescribed lisinopril to 25mg by mouth daily from 20mg daily due to consistent high blood pressures. The patient was sent to a cardiology follow-up after hospitalization then referred to seeing his primary provider for further management however this patient did not have a primary care provider. The jail provider made the decision to change the

medication to better manage the patient high blood pressure and with that had medical checking blood pressure 2 times per day and has needed. Atrial Fibrillation or AFib is an irregular heartbeat that can lead to stroke, heart failure, and other cardiovascular problems or even death. Effectively managing high blood pressure can help prevent or slow the progression of AFib.

8. Patient 8- The patient came into jail. The patient had been hospitalized earlier in the year for mental health and was following a psychiatrist at that time for medication management. He was discharged to a residential treatment center and followed another provider while there. Sometime during that time he saw an additional provider for psychiatric medication management. Upon arrival at the jail the patient arrived with several medication bottles with current prescriptions from 3 different prescribers. This current medication list included: Aripiprazole/Abilify, which is an antipsychotic medication, with 3 different current prescriptions between 2 providers with the total daily dose being 40mg daily. The bottles included Olanzapine/Zyprexa, which is another antipsychotic medication, and the current prescription for Zyprexa was 35mg daily with the max recommended daily dose being 20mg daily. Taking 35mg of Zyprexa daily is significantly above the typically recommended dosage for most individuals. Had the provider not worked with pharmacy recommendations and jail medical staff to change the patient's current medication orders the following side effects could have occurred: metabolic changes like high blood sugar and cholesterol, extrapyramidal symptoms (movement disorders), and in rare cases, Neuroleptic Malignant Syndrome (NMS)and taking dose considerably higher than prescribed increases the risk of overdose. Overdose symptoms can include central nervous system depression, changes in heart rate and blood pressure, and agitation or confusion and can lead to death. Combining high levels of Zyprexa and Abilify can increase the risk of the following side effects: Sedation, changes in blood sugar and lipid levels, movement disorders like extrapyramidal symptoms (EPS), changes in blood pressure and heart rate can occur. Neuroleptic Malignant Syndrome (NMS): A potentially fatal condition, increased risk of suicidal thoughts or actions. The provider made changes to current orders until the patient was able to re-establish with a psychiatric provider for medication management while in jail.

Richard Hodsdon
Attorney at Law and MSA General Counsel