

Dane County Contract Cover Sheet

Revised 01/2023

Res 349
significant

Dept./Division	Sheriff's Office - Security Services Division		
Vendor Name	Oneida County	MUNIS #	5874
Brief Contract Title/Description	Authorizing a contract with Oneida County to purchase bed space and maintenance for residents committed to the Dane County Jail and relocated to Oneida County Jail.		
Contract Term	1/1/2023 - 12/31/2023		
Contract Amount	\$629,100		

Contract # Admin will assign	15023
Type of Contract	
<input type="checkbox"/>	Dane County Contract
<input checked="" type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	County Lessee
<input type="checkbox"/>	County Lessor
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Grant
<input type="checkbox"/>	Other

Department Contact Information		Vendor Contact Information	
Name	Lillian Radivojevich	Name	Grady Hartman, Oneida County Sheriff
Phone #	(608) 284-4801	Phone #	(715) 361-5100
Email	radivojevich@danesheriff.com	Email	ghartman@co.oneida.wi.us
Purchasing Officer	Pete Patten		

Purchasing Authority	<input type="checkbox"/>	\$12,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/>	Between \$12,000 – \$43,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input type="checkbox"/>	Over \$43,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #
	<input type="checkbox"/>	Bid Waiver – \$43,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/>	Bid Waiver – Over \$43,000 (N/A to Public Works)	
	<input checked="" type="checkbox"/>	N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	

MUNIS Req.	Req #	Org: SHRFFSEC	Obj: 21248	Proj:	\$ 629,100.00
	Year	Org:	Obj:	Proj:	
		Org:	Obj:	Proj:	

Budget Amendment	
<input type="checkbox"/>	A Budget Amendment has been requested via a Funds Transfer or Resolution. Upon addendum approval and budget amendment completion, the department shall update the requisition in MUNIS accordingly.

Resolution Required if contract exceeds \$100,000 (\$40,000 PW)	<input type="checkbox"/>	Contract does not exceed \$100,000 (\$40,000 Public Works)	
	<input type="checkbox"/>	Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.	Res # 349
	<input checked="" type="checkbox"/>	A copy of the Resolution is attached to the contract cover sheet.	Year 2022

CONTRACT MODIFICATIONS – Standard Terms and Conditions		
<input type="checkbox"/>	No modifications.	<input checked="" type="checkbox"/> Modifications and reviewed by: Carlos Pabellon
		<input type="checkbox"/> Non-standard Contract

APPROVAL	
Dept. Head / Authorized Designee	
Nygaard, Christopher	Digitally signed by Nygaard, Christopher Date: 2023.02.15 11:58:03 -06'00'

APPROVAL – Contracts Exceeding \$100,000	
Director of Administration	Corporation Counsel
	

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: 2/15/23	Date Out: _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Friday, February 17, 2023 1:30 PM
To: Hicklin, Charles; Pabellon, Carlos; Patten (Purchasing), Peter; Lowndes, Daniel
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #15023
Attachments: 15023.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 2/20/2023 10:11 AM	Approve: 2/20/2023 10:11 AM
	Pabellon, Carlos	Read: 2/17/2023 1:57 PM	Approve: 2/20/2023 8:14 AM
	Patten (Purchasing), Peter		
	Lowndes, Daniel	Read: 2/20/2023 9:26 AM	Approve: 2/20/2023 9:26 AM
	Stavn, Stephanie	Read: 2/17/2023 3:51 PM	
	Oby, Joe		

Please review the contract and indicate using the vote button above if you approve or disapprove of this contract.

Contract #15023
Department: Sheriff's Dept
Vendor: Oneida County
Contract Description: Purchase bed space & maintenance for jail residents (Res 349)
Contract Term: 1/1/23 – 12/31/23
Contract Amount: \$629,100.00

Michelle Goldade

Administrative Manager
Dane County Department of Administration
Room 425, City-County Building
210 Martin Luther King, Jr. Boulevard
Madison, WI 53703
PH: 608/266-4941
Fax: 608/266-4425
TDD: Call WI Relay 711

Please Note: I currently have a modified work schedule...I am in the office Mondays and Wednesdays and working remotely Tuesdays, Thursdays and Fridays in accordance with COVID 19 response guidelines.

Goldade, Michelle

From: Patten (Purchasing), Peter
Sent: Friday, February 17, 2023 1:32 PM
To: Goldade, Michelle
Subject: Approve: Contract #15023

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2022 RES-349

**AUTHORIZING AN AGREEMENT TO HOUSE RELOCATED DANE COUNTY JAIL
RESIDENTS AT THE ONEIDA COUNTY JAIL**

In August 2022, the Sheriff's Office began relocating jail residents to other county jails. The need to house Dane County jail residents at other county jails, with adequate available space, was due to the closure of the east section of the 7th floor of the City-County Building Jail, which was closed because of staffing shortages and unsafe and inhumane conditions within the jail. On average in 2022, approximately 65 men and women were housed out-of-county in Rock, Iowa, and Oneida County Jails.

The Sheriff's Office has reach an agreement with Oneida County to provide bed space and maintenance for residents committed to the Dane County Jail in the Oneida County Jail. The term of the agreement is January 1, 2023 through December 31, 2023. Oneida County agrees to make available bed space for a minimum of 40 residents and a maximum of 110 residents for the per diem rate of \$60 per resident, per day, for the number of beds provided under the agreement. The expenditure budget to cover the cost of housing residents at other county jails was established during the 2023 budget process.

THEREFORE, BE IT RESOLVED the Sheriff's Office is authorized to relocate residents to Oneida County Jail based on the terms and conditions of above referenced agreement; and

BE IT FINALLY RESOLVED the Dane County Executive and the Dane County Clerk are authorized to execute the necessary documents for the agreement.

CONTRACT**RESIDENT/INMATE HOUSING AGREEMENT BETWEEN ONEIDA COUNTY AND DANE COUNTY**

This Agreement made and entered into between Oneida County (hereinafter referred to as "PROVIDER") and Dane County (hereinafter referred to as "COUNTY").

WITNESSETH:

WHEREAS, COUNTY, whose address is 115 West Doty Street, Madison, Wisconsin, 53703, and is a quasi-municipal corporation under the laws of the State of Wisconsin, desires to purchase services from PROVIDER for the purpose of providing bed space and maintenance for residents/inmates committed to the Dane County Jail; and

WHEREAS, PROVIDER, whose address is, 200 E. Winnebago St., Rhinelander, Wisconsin, 54501, and is a quasi-municipal corporation under the laws of the State of Wisconsin, is able and willing to provide such services.

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, COUNTY and PROVIDER do agree as follows:

I. TERM.

This Agreement shall be in effect from January 1st, 2023 through December 31st, 2023.

II. SERVICES.

A. PROVIDER agrees to provide the services detailed in the attached Schedule A which is fully incorporated herein by reference.

B. PROVIDER shall commence, carry on and complete its obligations under this Agreement with all deliberate speed and in a sound, economical and efficient manner, in accordance with this Agreement and all applicable laws. In providing services under this Agreement, PROVIDER agrees to cooperate with the various departments, agencies, employees, and officers of COUNTY.

C. PROVIDER agrees to secure at PROVIDER's own expense all personnel necessary to carry out PROVIDER's obligations under this Agreement. Such personnel shall not be deemed to be employees of COUNTY nor shall they or any of them have or be deemed to have any direct contractual relationship with COUNTY.

III. ASSIGNMENT/TRANSFER: PROVIDER shall neither assign nor transfer any interest or obligation in this Agreement, without the prior written consent of COUNTY unless otherwise provided herein, provided that claims for money due or to become due PROVIDER from COUNTY under this Agreement may be assigned to a bank, trust company or other financial institution without such approval if and only if the instrument of assignment contains a provision substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to PROVIDER shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this Agreement. PROVIDER shall promptly provide notice of any such assignment or transfer to COUNTY.

IV. TERMINATION.

A. This Agreement may be terminated upon thirty (30) days written notice to the other party.

B. Failure of PROVIDER to fulfill any of its obligations under this Agreement in a timely manner, or violation by PROVIDER of any of the covenants or stipulations of this Agreement, shall constitute grounds for COUNTY to terminate this Agreement by giving a 15 (15) day written notice to PROVIDER.

C. The following shall constitute grounds for immediate termination:

1. Violation by PROVIDER of any state, federal or local law, or failure by PROVIDER to comply with any applicable States and Federal service standards, as expressed by applicable statutes, rules and regulations.

2. Failure by PROVIDER to carry applicable licenses or certifications as required by law.

3. Failure of PROVIDER to comply with reporting requirements contained herein.

4. Inability of PROVIDER to perform the work provided for herein.

D. Failure of the Dane County Board of Supervisors or the State or Federal Governments to appropriate sufficient funds to carry out COUNTY'S obligations hereunder, shall result in termination of this Agreement upon 30 days written notice to PROVIDER.

E. In the event COUNTY terminates this Agreement as provided herein, all finished and unfinished documents, services, papers, data, products, and the like prepared, produced or made by PROVIDER under this Agreement shall at the option of COUNTY become the property of COUNTY, and PROVIDER shall be entitled to receive just and equitable compensation, subject to any penalty, for any satisfactory work completed on such documents, services, papers, data, products, or the like. Notwithstanding the above, PROVIDER shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by PROVIDER, and COUNTY may withhold any payments to PROVIDER for the purpose of set-off.

- V. PAYMENT. COUNTY agrees to make such payments for services rendered under this Agreement as and in the manner specified herein and in the attached Schedule A. which is fully incorporated herein by reference, within 45 days of the date of invoice.
- VI. DELIVERY OF NOTICE. Notices, bills, invoices and reports required by this Agreement shall be deemed delivered as of the date of postmark if deposited in a United States mailbox, first class postage attached, addressed to a party's address as set forth above. It shall be the duty of a party changing its address to notify the other party in writing within a reasonable time.
- VII. INSURANCE. PROVIDER shall indemnify, hold harmless and defend COUNTY, its boards, commission, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which COUNTY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of PROVIDER's negligence, errors or omissions with regard to its furnishing of the services or goods required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of COUNTY, its agencies, boards, commissions, officers, employees or representatives. The obligations of PROVIDER under this paragraph shall survive the expiration or termination of this Agreement.

A. In order to protect itself and COUNTY, its officers, boards, commissions, agencies, employees and representatives under the indemnity provisions of this Agreement, PROVIDER shall obtain and at all times during the term of this Agreement keep in full force and effect comprehensive general liability and auto liability insurance policies (*as well as professional malpractice or errors and omissions coverage, if the services being provided are professional services*) issued by a company or companies authorized to do business in the State of Wisconsin and licensed by the Wisconsin Insurance Department, with liability coverage provided for therein in the amounts of at least \$1,000,000.00 CSL (Combined Single Limits). Coverage afforded shall apply as primary. COUNTY shall be given ten (10) days advance notice of cancellation or non-renewal. If PROVIDER's insurance is underwritten on a Claims-Made basis, the Retroactive Date shall be prior to or coincide with the date of this Agreement, the Certificate of Insurance shall state that coverage is Claims-Made and indicate the Retroactive Date, PROVIDER shall maintain coverage for the duration of this Agreement and for two years following the completion of this Agreement. PROVIDER shall furnish COUNTY, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that PROVIDER shall furnish COUNTY with a 30-day notice of aggregate erosion, in advance of the Retroactive Date, cancellation, or renewal. It is also agreed that on Claims-Made policies, either PROVIDER or COUNTY may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by PROVIDER. In the event any action, suit or other proceeding is brought against the COUNTY upon any matter herein indemnified against, COUNTY shall give reasonable notice thereof to PROVIDER and shall cooperate with PROVIDER's attorneys in the defense of the action, suit or other proceeding. PROVIDER shall furnish evidence of adequate Worker's Compensation Insurance.

B. In case of any sublet of work under this Agreement, PROVIDER shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of PROVIDER.

C. The parties do hereby expressly agree that COUNTY, acting at its sole option and through its Risk Manager, may waive any and all requirements contained in this Agreement, such waiver to be in writing only. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by COUNTY's Risk Manager taking into account the nature of the work and other factors relevant to COUNTY's exposure, if any, under this Agreement.

- VIII. NO WAIVER BY PAYMENT OR ACCEPTANCE. In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by COUNTY of any breach of the covenants of this Agreement or a waiver of any default of PROVIDER and the making of any such payment or acceptance of any such service or product by COUNTY while any such default or breach shall exist shall in no way impair or prejudice the right of COUNTY with respect to recovery of damages or other remedy as a result of such breach or default.
- IX. NON-DISCRIMINATION. During the term of this Agreement, PROVIDER agrees not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s). PROVIDER agrees to post in conspicuous places, available to all employees, service recipients and applicants for employment and services, notices setting forth the provisions of this paragraph. The listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law setting forth additional bases, and exceptions shall be permitted only to the extent allowable in state or federal law.
- X. CIVIL RIGHTS COMPLIANCE. If PROVIDER is a government entity having its own compliance plan, PROVIDER's plan shall govern PROVIDER's activities.
- XI. COMPLIANCE WITH FAIR LABOR STANDARDS:
- A. Reporting of Adverse Findings. During the term of this Agreement, PROVIDER shall report to the County Contract Compliance Officer, within ten (10) days, any allegations to, or findings by the National Labor Relations Board (NLRB) or Wisconsin Employment Relations commission (WERC) that PROVIDER has violated a statute or regulation regarding labor standards or relations. If an investigation by the Contract Compliance Officer results in a final determination that the matter adversely affects PROVIDER'S responsibilities under this Agreement, and which recommends termination, suspension or cancellation of this agreement, the County may take such action.
- B. Appeal Process. PROVIDER may appeal any adverse finding by the Contract Compliance Officer as set forth in Dane County Ordinances Sec. 25.08(20)(c) through (e).

C. Notice Requirement. PROVIDER shall post the following statement in a prominent place visible to employees: "As a condition of receiving and maintaining a contract with Dane County, this employer shall comply with federal, state and all other applicable laws prohibiting retaliation for union organizing."

XII. FINANCIAL INTEREST PROHIBITED. Under s. 946.13, Wis. Stats. COUNTY employees and officials are prohibited from holding a private pecuniary interest, direct or indirect, in any public contract. By executing this Agreement, each party represents that it has no knowledge of a COUNTY employee or official involved in the making or performance of the Agreement that has a private pecuniary interest therein. It is expressly understood and agreed that any subsequent finding of a violation of s. 946.13, Wis. Stat. may result in this Agreement being voided at the discretion of the COUNTY.

XIII. MISCELLANEOUS.

Registered Agent. PROVIDER warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, that the persons executing this Agreement on its behalf are authorized to do so, and, if a corporation, that the name and address of PROVIDER's registered agent is as set forth opposite the heading REGISTERED AGENT on page 1 of this Agreement. PROVIDER shall notify COUNTY immediately, in writing, of any change in its registered agent, his or her address, and PROVIDER's legal status. For a partnership, the term "registered agent" shall mean a general partner.

A. Controlling Law and Venue. It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling. Venue for any legal proceedings shall be in the Oneida County Circuit Court.

B. Limitation Of Agreement. This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.

C. Entire Agreement. The entire agreement of the parties is contained herein and in the attached Schedule A. This Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by both parties.

D. Counterparts. The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

IN WITNESS WHEREOF, COUNTY and PROVIDER, by their respective authorized agents, have caused this Agreement and its Schedule to be executed, effective as of the date by which all parties hereto have affixed their respective signatures, as indicated below.

FOR COUNTY:

Joseph T. Parisi
Dane County Executive

Date

Scott McDonell
Dane County Clerk

Date

FOR PROVIDER:



Grady Hartman
Oneida County Sheriff

1-30-23
Date

SCHEDULE A

VACANCIES

The PROVIDER hereby agrees to make available to the COUNTY bed space for a minimum of 40 residents/inmates and a maximum of 110 residents/inmates. PROVIDER may make additional bed space available contingent upon the availability. If empty bed space above the minimum of 110 beds is available, Dane County needs will be prioritized over non-Dane County needs. The gender make-up of the COUNTY inmates shall be agreed to on an ongoing basis, based upon PROVIDER's housing availability and the needs of the COUNTY. If the PROVIDER must temporarily reduce the number of COUNTY's residents/inmates below the minimum, the PROVIDER and the COUNTY shall establish a mutually agreed upon date for the removal of said residents/inmates.

PER DIEM COST AND REIMBURSEMENT

The per diem rate for the term of the contract is set at **\$60.00** per resident/inmate, per day, for the contracted beds as provided under VACANCIES. The per diem cost does not include the cost of pharmaceuticals. Invoicing shall be done on a monthly basis and shall be calculated by the total number of resident/inmate days multiplied by the per diem rate, except that if PROVIDER exercises its option to reduce the number of Dane County residents/inmates below the minimum as stated in the above paragraph VACANCIES, then COUNTY shall be invoiced only for the total number of resident/inmate days and multiplying by the per diem rate.

The per diem rate charged to the COUNTY under the terms of this Agreement includes all in-house medical costs not covered under PROVIDER's contract with Advanced Correctional Health, Inc. The per diem rate does not include the cost of any medical and/or dental services provided to COUNTY's residents/inmates outside of Oneida County Jail's physical parameters or services provided within the jail, including but not limited to rehabilitative services, which are provided at the direction of non-Oneida County employed or contracted medical personnel. All fees charged to Oneida County residents/inmates shall be charged to Dane County residents/inmates with the exception of jail processing fees and pay-to- stay fees.

All invoices shall identify the resident's/inmate's name, date of birth, date of arrival, date of departure, total days in custody and total cost for each month. Per diem charges shall be invoiced for the day of the inmate's arrival but not for the day of the inmate's departure.

Per diem services provided by PROVIDER shall include the following:

1. Lodging of residents/inmates.
2. Constant monitoring of the jail premises to ensure a safe and secure setting.
3. Basic necessities as outlined in DOC 350 including, but not limited to: clean

bedding, toilet facilities, inmate clothing, recreation, commissary, visitation, library access, and such other programs that may be readily available to other similarly classified inmates.

4. Access to all volunteer programs/activities, religious programs, and crisis intervention and social service treatment available to PROVIDER's residents/inmates in the Oneida County Jail.
5. Meals.

MEDICAL CARE

In the event that a COUNTY resident/inmate is admitted to an outside medical facility, the medical staff or PROVIDER shall notify the COUNTY medical staff so that COUNTY medical staff can be involved in any decision-making process related to that resident's/inmate's medical care.

The guarding of any hospitalized resident/inmate and the costs thereof shall be the responsibility of the COUNTY.

COUNTY residents/inmates shall be financially responsible for any co-payments charged for PROVIDER provided nursing or physician's services and the cost of any over-the-counter medicines, pursuant to Oneida County Jail policies.

HEALTH SERVICES

PROVIDER contracts with Advanced Correctional Healthcare Inc. (ACH) for physician and pharmacy services.

COUNTY residents/inmates shall receive such medical, psychiatric, and dental treatment as is necessary to safeguard their physical and mental health. Oneida County uses the current National Commission on Correctional Health Standards (NCCHC) as a guideline/reference for the treatment of residents/inmates. Treatment provided to COUNTY residents/inmates shall not be less than that provided to other jail residents/inmates.

INMATE SELECTION

COUNTY will not knowingly send to the Oneida County Jail residents/inmates who suffer from serious medical, dental, or psychological conditions, and/or those requiring frequent off- site medical services.

PROVIDER expressly maintains the right to reject or have removed any resident/inmate placed in the Oneida County Jail by COUNTY if the resident/inmate exhibits medical or behavioral problems of such a nature, as determined by the Oneida County Sheriff, which makes the inmate unacceptable to PROVIDER.

COUNTY may retake any resident/inmate, at any time, and replace or not replace the resident/inmate.

RESPONSIBILITY FOR THE CUSTODY OF OFFENDERS

PROVIDER shall be responsible for confining COUNTY residents/inmates in an appropriate penal setting. PROVIDER shall comply with all federal and applicable state laws and administrative regulations governing the operation of county jails.

PROVIDER uses an objective Classification system for all residents/inmates housed in the PROVIDER's facilities. COUNTY shall furnish inmate information that may be needed to assist in the classification of residents/inmates.

RIGHT OF INSPECTION

COUNTY shall have the right to inspect the Oneida County Jail at all times in order to determine the appropriate standards of care are being met.

FOOD SERVICE

PROVIDER through its food service vendor, Consolidated Correctional Food Service, shall provide three (3) meals per day at regular meal times. PROVIDER shall also provide COUNTY residents/inmates with meals which are compliant with special medical or religious needs as determined to be necessary by PROVIDER. PROVIDER will ensure that the menu has been reviewed by a registered dietician on an annual basis or whenever it is significantly changed. COUNTY may request a written copy of the dietician's review.

DISCIPLINE

The PROVIDER shall have the power to exercise disciplinary authority over all COUNTY residents/inmates housed at the PROVIDER's jail. COUNTY residents/inmates will be governed by the PROVIDER's Jail Rulebook while housed in a PROVIDER facility.

While in the custody of PROVIDER, COUNTY residents/inmates shall be subject to all laws and regulations applicable to persons sentenced for violations of law to the Oneida County Jail. PROVIDER, at its discretion, may require COUNTY to remove specific residents/inmates because of repeated jail rule violations and/or violations of law while incarcerated in the Oneida County Jail.

GRIEVANCES

PROVIDER shall operate an inmate/resident grievance procedure for COUNTY residents/inmates consistent with the procedure used for PROVIDER's residents/inmates. Accurate records shall be maintained and made available to COUNTY upon request.

HYGIENE ITEMS

PROVIDER will make available to COUNTY residents/inmates the same personal hygiene items that are made available to Oneida County residents/inmates. Items may include, but are not limited to: toothpaste, toothbrush, soap, comb, feminine products, etc. Items shall be replaced on a routine basis, consistent with policies and procedures at the Oneida County Jail. The costs for routine hygiene items shall be included in the per diem rate. Alternate or substitute hygiene items may be available from the jail commissary.

MEDIATION

Both parties shall be required to submit any disputes to mediation prior to the commencement of litigation or arbitration proceedings relating to such a dispute. Mediation costs shall be borne equally by the parties. No litigation or arbitration proceedings shall be commenced by either party until at least thirty (30) days have expired from the end of any mediation.