



**Request for Proposal (RFP) For
Inmate Medical Services at the
Oneida County Jail**

**Posting Date:
June 28, 2024**

**Response Deadline:
July 31, 2024
4:00 p.m. Central Standard Time
(CST)**

**To:
Terri Hook, Chief Deputy
Oneida County Sheriff's Office
2000 E. Winnebago Street
Rhinelander, WI 54501**

I. PROJECT OVERVIEW

Oneida County Sheriff's Office (OCSO) is accepting proposals from qualified service providers (Provider) with specific experience in correctional facilities to provide medical services for the inmates within the Oneida County Jail (OCJ) located at 2000 E. Winnebago Street, Rhineland, WI 54501.

The health care services shall include on-site health care personnel, direct medical services for inmates, and coordination of off-site medical care, hospitalization, dental and other services that may be needed. Also needed is a Master's level mental health provider to provide 40 hours of coverage per week that includes face to face (not telehealth) suicide screenings.

II. OBJECTIVE

The objective of this Request for Proposal (RFP) is to identify and select the most competent and qualified Provider, individual, partnership, or corporation capable of providing inmate medical services for OCSO. From this selection process, it is anticipated OCSO and the selected Provider will enter into a contract for a two (2) year period commencing **September 1, 2024 at 12:01 AM**, and may be renewed or extended with an option of up to two (2) two-year renewal options at the County's discretion for a potential contract term not to exceed six (6) years. The county requires a minimum of a 120 day out clause for any contract.

III. BACKGROUND

The Oneida County Jail is a 200-bed facility. Populations are as follows:

- 2023 OCJ average daily population was 146 inmates - with the highest daily population of 195 inmates.

This contract will primarily focus on services for the inmates and the oversight of all inmate medications within the OCJ.

All Providers submitting proposals must have the ability to provide services on-site at the Oneida County Jail.

Provider will be responsible for the medical care and treatment of inmates and detainees housed at the Oneida County Jail.

Provider will also be responsible for the mental health care of inmates and detainees housed in the Oneida County Jail.

Services shall be provided in accordance with state jail laws and regulations (Wis. Adm. Code DOC 350) and national standards of the National Commission on Correction Health Care (NCCHC) and the American Correctional Association (ACA).

OCSO adheres to PREA (Prison Rape Elimination Act) standards for all contracted employees, and will screen any provider staff with these requirements.

IV. TENTATIVE PROJECT TIMELINE

Proposal Release Date: June 28, 2024

Registration for the Tour:	July 8, 2024 by 12:00 PM
Pre-Proposal Conference/Tour:	July 9, 2024 at 10:00 AM
Questions Due:	July 12, 2024
Responses to Questions Posted:	July 17, 2024 by 4:00 PM
Proposals Due:	July 31, 2024 by 4:00 PM
Selection and Notifications:	August 9, 2024

V. **REQUEST FOR PROPOSAL (RFP) DUE DATE**

Responses to this RFP shall be submitted to Chief Deputy Terri Hook at the Oneida County Sheriff's Office no later than 4:00 p.m. CST on July 31, 2024. Submissions shall be clearly labeled **RFP– Inmate Medical Services** and submitted to the location/address listed below. Faxed and/or email proposals will not be accepted.

Delivery Address for Hand Delivery, USPS, UPS, DHL, Fed X:

Terri Hook, Oneida County Chief Deputy
2000 Winnebago Street.
Rhinelander, WI 54501

Each proposal must be received by the due date and time set for this RFP. A submission received after the established deadline will not be considered.

VI. **PRE-PROPOSAL CONFERENCE/TOUR**

A non-mandatory pre-proposal conference and tour will be held at on **Tuesday, July 9, 2024 at 10:00 AM (CST)** in the Community Room of the Oneida County Law Enforcement Center located at 2000 Winnebago Street., Rhinelander, WI. Providers must check in at the front desk before the conference to receive a visitors badge for the jail.

The conference will be for the purpose of answering questions related to the RFP and the services to be contracted. A tour of the OCJ facility will also be included. Registration is required for the tour. The registration form must be submitted by 12:00 PM, Monday, July 8, 2024. These forms can be emailed to tmhook@oneidacountywi.gov.

VII. **RFP QUESTIONS AND ANSWERS**

Any questions in regards to this RFP must be submitted via e-mail to tmhook@oneidacountywi.gov. Clearly mark the e-mail "RFP – Inmate Medical Services". Phone calls or faxed questions will not be accepted.

Answers to relevant questions will be posted on the Oneida County website <https://www.oneidacountywi.gov> and the Oneida County Sheriff's Office website <https://oneidasheriff.org> throughout the RFP timeline. It is the responsibility of all interested Providers to access the website for this information.

VIII. **ADDENDUMS**

Any significant changes or clarifications to the RFP will be posted as an addendum on the Oneida County website <https://www.oneidacountywi.gov> and the Oneida County Sheriff's Office website <https://oneidasheriff.org> no later than 4:30 PM on July 17, 2024. If an addendum is posted, an addendum sheet will be attached and will be required to be submitted with the response.

IX. RFP SUBMISSION REQUIREMENTS

The Request for Proposal shall be sealed and labeled with the following information:

- Name of Provider
- Address
- Contact Person
- Telephone and E-mail Address
- One original response and two copies of the RFP are required to be submitted. The proposal must include:
 - Attachment B – Bid Tabulation Sheet
 - Attachment C – Provider References (3)
 - Attachment D – Statement of Understanding Proposal

Upon award of the contract, the selected Provider will be required to submit a federal W-9 Form and payment address to OCSO. Providers previously established with the county may have this requirement waived.

The submission shall be prepared with a straightforward, concise delineation of the Provider's capabilities to satisfy the requirements of this RFP.

A Provider may withdraw or modify its proposal prior to the proposal due date. Any changes or withdrawals must be made in writing prior to the proposal due date.

Notwithstanding any other provisions of the RFP, OCSO reserves the right to reject any or all proposals, to waive any irregularity or informality in a proposal, and to accept or reject any item or a combination of items when doing so would be to the advantage of OCSO or its taxpayers.

It is further within the right of OCSO to reject proposals that do not contain all elements and information requested in this document.

OCSO will not be liable for any costs incurred by the Providers in the preparation of proposals in response to this RFP, for any oral presentations/interviews or participation in any discussions or negotiations.

X. SCOPE OF SERVICES

OCSO is requesting formal competitive proposals for the provision of on-site inmate medical services to provide health care and mental health care services for the Oneida County Jail. The health care services shall include health care personnel, direct medical services for inmates, and coordination of off-site medical care, hospitalization, dental, and other services that may be needed as well as oversight of all inmate medications within the jail. The successful Provider shall be able to provide these services for the OCJ which has a capacity of 200 Adult inmates; using an average daily population of 150.

XI. PROVIDER REQUIREMENTS

As a part of the ensuing contractual agreement, the Provider shall:

- a. Deliver and maintain high quality, cost effective health care services. Implement policies,

procedures, and protocols with clear objectives for the Oneida County Jail that meet the standards and requirements of Wisconsin Department of Corrections Administrative Code (Chapter 350), standards of the National Commission on Correction Health Care (NCCHC) and the American Correctional Association (ACA).

- b. Comply with all requirements of HIPAA to the extent that HIPAA applies to the jail as well as enter into a Business Associates Agreement.
- c. It is mutually understood and agreed that an independent contractor relationship is established under the terms and conditions of the agreement; that employees of the selected provider are not nor shall be deemed employees of the OCSO and that employees of the OCSO are not nor shall be deemed to be employees of the selected provider.
- d. Operate the inmate medical care services program using properly licensed/certified and professionally trained personnel to perform all aspects of conventional health care in a correctional setting. This includes medical providers and nurses. This will also require the collaboration with the County QPMH providers.
- e. Provide a licensed physician or physician assistant available, including backup call coverage, to provide consultation with OCJ staff 24 hours/day, 7 days/week, 365 days/year, when healthcare staff is not present at the facility. A physician or physician assistant shall respond within a reasonable amount of time.
- f. Maintain a quality assurance program and provide information on the same. At a minimum quarterly meetings shall be scheduled with Provider staff and Jail Administration to review issues, statistical information, suggested changes, and provide feedback about the medical services being provided by the Provider.
- g. Offer a comprehensive annual training program for medical and mental healthcare education for the Oneida County Sheriff's Jail Staff. Training topics to be reviewed with the OCSO Jail Administration and will comply with the Administration Standards of the Wisconsin Department of Corrections, Department of Corrections codes and standards of the National Commission on Correctional Health Care (NCCHC) and the American Correctional Association (ACA).
- h. Maintain an open, collaborative relationship with the administration and staff of the Oneida County Jail, Oneida County Public Health Department and Oneida County Human Service Department staff that provide services to OCSO inmates.
- i. Operate the health services program in a humane manner with respect to inmate's rights to basic healthcare services.
- j. Maintain confidential, complete and accurate records of care. Collect and analyze healthcare statistics on a daily basis for generation of monthly and annual reports. Analysis should include information that will assist all parties in justifying current services and identify any need for enhanced services. These and all records of care will be the property of the Oneida County Sheriff's Office and will be maintained in accordance with Wisconsin Department of

Corrections standards.

- k. Allow the OCSO total access to the on-site medical files, reports, schedules, grievances, charts, etc.
- l. OCSO will pay for mobile services to come to the jail for inmates that may require those services.
- m. Medication pass to inmates when staff is on-site.

Staff Schedule

Provider must provide adequate healthcare personnel required for the services listed in this request for proposal. Provider must provide the following staffing:

- a. Physician/Physician Assistant – A prescriber will visit the facility weekly for approximately two (2) hours and will be available by telephone 24 hours/7 days a week.
- b. Nurses – on-site RN coverage to include a minimum of eighty-four (84) total hours per week, with guaranteed coverage on weekends. Preferred coverage is: 7:00 AM - 7:00 PM covering 7 days per week. Alternative staffing plans may be provided on Attachment B along with justifications/reasoning behind the suggestion (market conditions, etc.) OCSO reserves the right to select the plan determined to be the best cost/benefit to the county.
- c. On-site mental health provider to include a minimum of twenty (20) hours a week to provide face to face care and suicide screening through visiting booths within the jail. Preferred coverage is 08:00 AM to 4:00 PM week days.
- d. Healthcare staff response to call requests within 15 minutes.
- e. Medical services contract manager on-site supervisory visits at least quarterly.
- f. It is expected that the Provider maintain this coverage at all times throughout the year, to include the same coverage during staff PTO and Holidays. Deviations due to emergency sick leave may be allowed by the county, however it is expected that medication pass shall be covered by the Provider as well as urgent medical requests during those times. Approved deviations may allow the use of LPN to provide emergency coverage.

The proposal must include a specific schedule including the number of positions, position titles, and number of hours (FTEs) worked by each position. If Provider believes above staffing requirements will not provide or over provide the medical needs of the facility they should provide their recommendations and pricing on Attachment B.

Any deviations from expected staffing levels must be approved by OCSO Jail Administration

Personnel

All personnel shall be required to pass a background investigation conducted by the Oneida County Sheriff's Office prior to placement at the job site. The cost of the background investigation will be the

responsibility of OCSO.

The successful Provider's staff shall also be subject to all safety and security policies and procedures of the Oneida County Jail.

Continued assignment of staff shall be subject to the approval of the OCSO Jail Administration.

Only appropriately Wisconsin licensed, certified, and professionally trained medical and mental health personnel shall provide professional coverage.

The successful Provider shall provide appropriate in-service training and education programs as required by law and/or license regulations for their staff. Provider must provide comprehensive training to their staff on how to work effectively, professionally, and safely in a correctional facility.

All personnel shall comply with current and future state, federal and local laws, regulations, court orders, administrative regulations, administrative directive, and policies and procedures of the Oneida County Sheriff's Office.

Required Services and Supplies

OJ staff currently completes the medical and mental health screening during the booking process. Those screenings must be reviewed within 72 hours by the provider's medical staff. A medical plan will be documented by the Provider for each inmate as deemed necessary.

A health appraisal examination must be completed by the Provider's qualified healthcare professional for each inmate within ten (14) days of an initial confinement. Examinations must be completed within the guidelines of the Wisconsin Department of Corrections Administrative Code and standards of the National Commission on Correctional Health Care (NCCHC) and the American Correctional Association (ACA).

Provider shall obtain all prescription medications and coordinate supply needs for non-prescription medications, medical supplies, and other supplies with the jail staff. The jail physician shall order all medications and must maintain all administration records. Prescribing, dispensing, and administering of medications shall comply with all State and Federal laws and regulations. All costs will be the responsibility of OCSO.

Provider's medical staff are responsible for making an initial review and set up a of the inmate's Medication Administrative Record (MAR). When medical staff is not on duty, jail personnel may set up the MAR for the inmate. Medical review will be completed by the Provider staff as soon practical.

Provider's medical staff when on-site shall respond to inmate sick calls daily.

Provider's medical staff when on-site shall make daily segregation and receiving cells visits.

In addition, Provider is required to provide the following medical services:

- Pharmacy services to include all prescription and non-prescription over-the counter medications prescribed by a duly licensed prescriber. Prescribing, dispensing, and

administering of medications shall comply will all State and Federal laws and regulations.

- Pathology/radiology services.
- Medical staff when on-site shall be available for crisis intervention services.
- Other general health care services such oral screening, and emergency dental.
- TB assessment and possible testing of all inmates that are still in the jail for 14 days or longer.
- Doctor's orders in writing.
- All medical services to inmates housed from other counties or government agencies
- On-site emergency medical treatment to inmates.
- Healthcare services to pregnant inmates. Healthcare services for infants following birth and delivery are not the Provider's responsibility.
- Conduct an ongoing health education program for adult inmates and detainees. Health education includes patient education in self-care skill, posters and pamphlets. Topics shall include, but not limited to: personal hygiene, nutrition, AIDS, effects of smoking, anger management and similar education. Topics will be assessed based on the needs of the inmates and approved by Jail Administration or designee.
- Provide training for Oneida County Jail employees offering a comprehensive program for continuing healthcare education of Sheriff Office staff. Training to include, but not limited to, First Aid, Blood Borne pathogens, Communicable diseases, Diabetes, Illicit Drugs & Effects, and similar topics.
- Provider must coordinate procedures for handling inmate grievances with jail supervision.
- Stock first aid kits/emergency response kits, sharps disposal boxes, spill kits, protective gowns, booties, facemasks, and other similar supplies.

Provider Responsibilities

Provider is responsible for all of the following services and shall:

- Submit schedules and staffing patterns for all medical services that reflect coverage as per the agreement.
- Manage and maintain OCJ medical records for each inmate.
- Provide statistical and management reporting systems as required by OCSO and Department of Corrections.
- Comply with OCSO's Medical Grievance Procedure program.
- Educate/train corrections staff and inmates.
- Adhere to Jail security procedures and codes of conduct.
- Maintain a collaborative working relationship with OCJ staff and with Oneida County Human Department staff providing services to OCJ.

Provider is not responsible to provide the following services:

- Elective medical care to OCJ inmates. For purposes of the Agreement, "elective medical care" means medical care that, if not provided, would not, in the opinion of the Provider's medical doctor, cause the inmate's health to deteriorate or cause definite harm to the inmate's well-being.
- Healthcare services for infants following birth and delivery.

Optional / Alternate Service Plans

Provider may include the following optional service packages as separate costs to their proposals. They must include a detailed description of the services being provided with each option.

- **Option A – Extended Health Services**

As an option to Staffing – Provider may propose additional on-site nursing services. Provider must list this as an additional option in the response. Provider must also disclose the additional cost for this option. Provider shall disclose the need for such additional services.

- **Option B – 24 Hours / Day Crisis Intervention**

As an option – Provider shall provide 24 hours / 7 days/week, 365 days/year crisis intervention, when healthcare staff is not present at the facility. Qualified staff that meet the requirements to work with mentally ill patients per the NCCHC and ACA standards shall respond by phone within 15 minutes of initial contact, and within two hours in person.

- **Option C - Alternate Service Plans**

Provider may include alternate service plans as separate proposals. Any alternate proposal shall be reviewed by the evaluation committee using the same award criteria as in this proposal.

XII. MANDATORY PROPOSAL REQUIREMENTS

Proposal Requirements

Minimum submission requirements include:

- a. Table of contents.
- b. Certification of Provider - name, address, telephone number, facsimile number, and primary contact person. Please make this the first page of your proposal package.
- c. Brief history of the Provider.
- d. Proposal for the cost of base services. Options A – D are not mandatory, but will be reviewed in the same manner.
- e. Comprehensive transition implementation plan.
- f. Certification that the submitted proposal will remain valid from the proposal submission date for a period of 120 days.
- g. Resumes for all key personnel to be assigned and actually provide services under contract with OCSO.
- h. Job descriptions of all staffing positions providing services under contract with OCSO. All project personnel assigned by the Provider will be required to undergo a criminal history background check to be performed by the Oneida County Sheriff's Office and must be approved by the Sheriff (or designee).
- i. A detailed list of all projects and clients for the last five (5) years in Wisconsin. The client list must include both current and former contracts and include appropriate contact person names and title, agency (city, county, state, and federal), location with address and telephone number as well as facsimile number and e-mail address. Each contract must be identified as current or former. Locations must be included where services were provided even if no executed agreement was ever reached.
- j. Minimum of three (3) references identified by the company with the information listed immediately above. Forms are included within this RFP for this specific purpose and must be submitted with the proposal. This information must be provided or the submission may be disqualified.

- k. A list of Provider's standard coverage for insurance including liability and malpractice.
- l. Full disclosure of all lawsuits and claims filed against the Provider, or its predecessors, in the past 48 calendar months.
- m. A list of specific provisions that need to be included in the contract or a copy of Provider's standard contract if available.

Providers are to list in their proposal any consultants or subcontractors that may be used in the provision of the services of this request. OCSO's Jail Administration must approve any subcontracted providers that are hired by the selected Provider.

Transition and Implementation Plan

Each Provider must submit a comprehensive Transition Implementation Plan. The quality, breadth and depth of the Plan are critical to the success of the contract start-up and the conversion from current provider.

Plan Components – The plan must describe activities during the thirty (30) days prior to the initiation of on-site services in preparation for the start-up and for the first sixty (60) days of the contract implementation to ensure uninterrupted service delivery and continuity of care. The Plan must be approved by OCSO. The Plan must address key aspects that are critical to the success of the transition.

Inmate Medical Services – Base Service Plan

Provider is to clearly define the services being provided and describe any minor changes that Provider feels are necessary. Provider's responsibility hereunder as to each individual inmate/detainee of OCJ shall commence immediately upon the commitment of such person to the control of the Sheriff at the OCJ.

Implied Requirements

Products and services that are not specifically addressed in this RFP but which are necessary to provide functional capabilities proposed by the respondent must be included in the proposal.

Additional Data with Proposal

Providers may submit, on the Provider's letterhead only, additional data and information deemed advantageous to OCSO. Consideration of such data and information is to be held optional to OCSO.

XIII. TERMS AND CONDITIONS

Responsibility of OCSO

OCSO shall provide office space, appropriate furniture, and equipment as exists in the OCJ medical office. A list of such equipment and supplies is attached and marked Exhibit A.

It will be the responsibility of OCSO to maintain and replace county provided equipment if maintenance or replacement is warranted due to normal usage, wear and tear. In the event of damage or replacement due to neglect or intentional misuse by the Provider, the Provider will be responsible for replacement or repair.

Responsibility of Provider

It is the responsibility of the Provider to view existing equipment during the site pre-proposal meeting July 9, 2024.

The successful Provider at their expense shall be responsible for providing any and all additional furniture, fixtures, and equipment deemed necessary by the Provider to fulfill the requirements of service under this RFP.

Insurance Requirements

It is preferred that Provider agrees to maintain the following insurance coverage at all times during the term of this agreement:

<u>Coverage</u>	<u>Limits</u>
Medical Professional Liability	\$1,000,000 per loss \$3,000,000 aggregate
Comprehensive General Liability	\$1,000,000 per occurrence \$5,000,000 aggregate
Business Automobile	\$1,000,000 per occurrence \$5,000,000 aggregate
Worker’s Compensation (Employees Only)	Statutory Coverage A \$500,000, \$500,000 liability

This insurance shall name the Provider, its employees, officers, agents, and independent providers within the coverage and limits stated above. Said insurance coverage shall provide it will survive the termination of this Agreement and will provide coverage at any date a claim is made against any of the insured whether or not any relationship exists between OCSO and the Provider.

The Provider and its subcontractors shall also maintain, at their expense, Worker’s Compensation for all employees in the statutory amounts.

Certificates of Insurance: Within thirty (30) days of award, the Provider shall deliver to OCSO certificates of insurance naming Oneida County and the Oneida County Sheriff as additional insured parties for each of the above specified types of insurance. Certificate shall be addressed to:

Chief Deputy Terri Hook
Oneida County Sheriff’s Office
2000 E. Winnebago Street
Rhineland, WI 54501

Changes in Insurance Coverage: The Provider shall notify OCSO of changes in insurance coverage in writing within thirty (30) days, but under no circumstances will the types or amounts of coverage be changed without the prior written consent of OCSO.

Insurance Rating: All of the above-specified types of insurance shall be obtained from companies that have at least a triple “A” rating in Best’s Guide or the equivalent.

XIV. PAYMENT TERMS

Pricing Structure

OCJ proposal pricing shall be an annual lump sum amount using the Jail ADP (see section III. Background for Average Daily Population for Pricing).

Monthly invoices shall be submitted by the Provider for one-twelfth of the proposed total lump sum amount during the term of this agreement and any extensions of the agreement.

Billing/Payments

Provider shall submit monthly invoices to OCSO Jail for one-twelfth of the total lump sum amount during the term of this agreement and any extensions of the agreement.

Payment will be made to the Provider within thirty (30) days of invoice receipt.

XV. AWARD CRITERION

Award shall be made to the Provider whose proposal is determined to be in the best interest of OCSO, taking into consideration cost and other evaluation factors listed in the RFP.

Proposals submitted will be evaluated based on criteria including, but not limited to the following:

1. General quality and adequacy of response - 10%
 - a. Completeness and thoroughness
 - b. Understanding of the project
 - c. Responsiveness to terms and conditions
 - d. The listing of any exceptions or conditions detailed by the Provider to the specifications as written
2. Experience & qualifications of Provider and assigned staff - 25%
 - a. Experience of Provider
 - b. Qualifications of personnel
 - c. Experience of personnel
3. Reasonableness of cost estimates - 45%
 - a. Annual lump sum cost
 - b. Unit cost for any other services as may be proposed by the Provider
 - c. Evidence of efficient use of resources
 - d. Total cost of each service option
4. Services - 10%
 - a. Ability to commence September 1, 2024
 - b. Plan for transition
 - c. Detail and responsiveness of the Transition Implementation Plan
5. References / Client Lists - 10%

XVI. OTHER

All work shall conform to all applicable industry standards, federal, state laws, local laws, codes and ordinances.

No Provider will be provided with financial and/or competitive Provider information on this Proposal until after the award of contract has been made. At that time, all Proposals will be available for review in accordance with the Wisconsin Open Records Law. OCSO shall not be held liable for any claims arising from disclosure required under the Wisconsin Open Records Law.

Oneida County (and OCSO) are exempt from payment of all federal, state and local taxes on its purchases except Wisconsin excise taxes.

Any contract between Provider and OCSO shall be subject to the laws of the State of Wisconsin and Oneida County jurisdiction.

In connection with the performance of work under such contract, the Provider agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability, sexual orientation, or national origin.

By responding to this RFP, prospective providers acknowledge and accept the attachments, including insurance requirements and service template contract **sample** attached.

Unless otherwise specified, all proposals submitted shall be binding for One Hundred Twenty (120) calendar days following bid opening.

OCSO may require oral presentations from selected Providers. If presentations are needed, the Provider will be contacted to arrange a date and time.

XVII. PROJECT CHANGES

OCSO reserves the right to make changes to the project. Any changes in the scope of services shall be mutually agreed upon in writing by the Provider and the County.

XVIII. ATTACHMENTS

- Exhibit A – Medical Equipment overview at the Jail Facility (Not inclusive – we have multiple medical areas in different areas of the facility)
- Attachment A – Provider Letter of Registration for Pre-proposal Meeting
- Attachment B – Bid Tabulation Sheet
- Attachment C – Provider References
- Attachment D – Statement of Understanding
- Attachment E – Sample Contract

EXHIBIT A
MEDICAL EQUIPMENT OVERVIEW AT THE JAIL FACILITY

- One (1) exam rooms (stocked)
- One (1) small refrigerator
- Two (2) medical carts and one (1) triage cart
- Two (2) computers
- One (1) Printer/scanner/copier/fax
- Three (3) AED
- Three (3) Pulse Oximeter
- One (1) Wheel Chairs
- One (1) Shower Chair
- One (1) automatic blood pressure machine
- Two (2) Blood Pressure Cuff
- One (1) Portable Scale

**ATTACHMENT B
RFP#- INMATE MEDICAL SERVICES
BID TABULATION SHEET**

PROVIDER _____

Base Amount for Health Care Services per the specifications provided in this request for proposal:

Year	Total	Doctor	Nurse	Mental Health
2025				
2026				

All amounts listed for the options below are in addition to the base amounts listed above.

Option A – Extended Health Services (detailed description of services provided must be attached):

2025 _____

2026 _____

Option B – 24 Hours / Day Crisis Intervention (detailed description of services provided must be attached):

2025 _____

2026 _____

Option C – Alternate Service Plans (detailed description of services provided must be attached):

2025 _____

2026 _____

We, the undersigned, propose to provide inmate healthcare services to the inmates of the Oneida County Jail at the pricing listed above:

Provider: _____

Address: _____

Telephone: _____

Signer: _____ **Title:** _____

Printed Name: _____ **Date:** _____

ATTACHMENT C, PAGE 1
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PROVIDER REFERENCES

1) Agency Name_____

Agency Address _____

Contact Person_____ Contact Number _____

E-Mail_____ Fax Number _____

Number of Sites_____ Number of Inmates _____

Number of WI Sites _____

Facility Type _____Jail _____Prison _____Juvenile_____Other

Accreditation _____ACA _____NCCHC _____Other

Contract Term (original, extensions, renewals, rebids) _____

_____Current Contract _____Prior Contract

Contract End Date _____

 If terminated, specify by whom _____agency_____Provider

Reason _____

 _____Lost in Rebid, if so specify award recipient _____

Reason _____

 _____Other, specify (i.e. returned to self-operated, transition to University)

Reason _____

ATTACHMENT C, PAGE 2
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PROVIDER REFERENCES

2) Agency Name _____

Agency Address _____

Contact Person _____ Contact Number _____

E-Mail _____ Fax Number _____

Number of Sites _____ Number of Inmates _____

Number of WI Sites _____

Facility Type _____ Jail _____ Prison _____ Juvenile _____ Other

Accreditation _____ ACA _____ NCCHC _____ Other

Contract Term (original, extensions, renewals, rebids) _____

_____ Current Contract _____ Prior Contract

Contract End Date _____
If terminated, specify by whom _____ agency _____ Provider

Reason _____

_____ Lost in Rebid, if so specify award recipient _____

Reason _____

_____ Other, specify (i.e. returned to self-operated, transition to University)

Reason _____

ATTACHMENT C, PAGE 3
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PROVIDER REFERENCES

3) Agency Name _____

Agency Address _____

Contact Person _____ Contact Number _____

E-Mail _____ Fax Number _____

Number of Sites _____ Number of Inmates _____

Number of WI Sites _____

Facility Type _____ Jail _____ Prison _____ Juvenile _____ Other

Accreditation _____ ACA _____ NCCHC _____ Other

Contract Term (original, extensions, renewals, rebids) _____

_____ Current Contract _____ Prior Contract

Contract End Date _____

If terminated, specify by whom _____ agency _____ Provider

Reason _____

_____ Lost in Rebid, if so specify award recipient _____

Reason _____

_____ Other, specify (i.e. returned to self-operated, transition to University)

Reason _____

**ATTACHMENT D
RFP- INMATE MEDICAL SERVICES
STATEMENT OF UNDERSTANDING OF PROPOSAL**

Provider name

Provider's address

City State Zip code

Contact person's name & position Contact person's e-mail address

Provider's Phone number Provider's Fax Number

We have read the County's Request for Proposals (RFP) for RFP# Inmate Medical Services and fully understand its intent. We certify that we have adequate personnel, equipment, and license to perform said services. We understand our ability and fitness to perform shall be judged solely by Oneida County. In addition, we certify that:

- (a) Our proposal is not made in the interest or on behalf of any person not named therein;
- (b) We have not directly or indirectly induced or solicited any person to submit a false or misleading proposal or to refrain from proposing;
- (c) We have not in any manner sought by collusion to secure an advantage over any other Provider;
- (d) We have thoroughly examined the RFP requirements, and our proposed fees cover all costs for service/equipment we have proposed; and
- (e) We acknowledge and accept all the terms and conditions included in the RFP

Signature of Provider or Provider's Representative

Date

ATTACHMENT E
SAMPLE AGREEMENT FOR THE PROVISION OF
HEALTH CARE TO INCARCERATED PATIENTS
ONEIDA COUNTY, WISCONSIN

This agreement, effective as of the date of the last signature hereto, entered into by and between Oneida County, Wisconsin through the Oneida County Sheriff's Office in its official capacity (hereinafter referred to as "OCSO"), and Provider (hereinafter referred to as "Provider").

ARTICLE 1: PROVIDER

BIOMEDICAL WASTE DISPOSAL. OCSO 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.

ECTOPARASITES. For patients presenting with symptoms of ectoparasitic infection (as determined by the Provider's prescriber), Provider will provide and pay for medically indicated treatment. For patients without symptoms of ectoparasitic infection, Provider will provide treatment at OCSO's request, and OCSO will be responsible for the cost of treatment. Provider will not be responsible for facility cleaning for ectoparasites.

ELECTIVE CARE. Elective care is defined as care which, if not provided, would not, in the opinion of Provider's prescriber, cause the patient's health to deteriorate. H wil-1 not pay for elective care for, s.

LABOR. Incarcerated patients will not be employed or otherwise utilized by Provider.

MEDICAL CLAIMS RE-PRICING. Provider will re -price medical claims. Once claims are received, Provider will calculate the applicable discount (if any) and confirm the integrity of the claim prior to payment.

MEDICAL SUPPLIES (DISPOSABLE). Provider 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 for the medical team, lancets, med cups, medical tape, O2 tubing, peak flow mouth pieces, PPE (personal protective equipment) for the medical team, pregnancy tests, saline, sterile water, syringes, tongue blades, and urine test strips. Provider will have the final say of what is a disposable medical supply.

MENTAL HEALTH FIRST AID (MHFA) TRAINING. Mental Health First Aid is an 8-hour course that teach you how to identify, understand and respond to signs of mental illnesses and substance use dis orders. 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. Provider provides MHFA training free to your officers.

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.

OFFICER WELLNESS & CRITICAL INCIDENT EMPLOYEE RAPID RESPONSE (CIERR). The CIERR program is a free to user, 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.

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.

OTHER SERVICES AND EXPENSES. Provider may not provide and will not pay for any services, supplies and/or equipment which are not specifically contained in this agreement.

PHARMACEUTICALS. .

DISCHARGE PLANNING - MEDICATION. Prescribing decisions are made on a patient-specific, case - by-case basis by the prescriber. As a general rule, Provider's prescriber will (1) call in a prescription to a local pharmacy for the patient to pick up, (2) discharge the patient with an appropriate amount of medication so the patient may bridge to a community provider (generally, no more than 14 days), or (3) decide not to prescribe medication (as appropriate). The county will pay for all discharge medication.

STAFFING.

MEAL BREAKS. It is understood and agreed that during unpaid meal break(s), Provider employees are (1) allowed to leave their duty post and (2) completely relieved from all duties. If the facility requires the Provider employee to be "on call" during meal break(s) so that they may respond to an emergency, then the Provider employee is considered to be "on duty" and the meal break(s) will be paid for by OCSO.

MEDICAL PRESCRIBER. A prescriber will visit the facility weekly (or as otherwise agreed by OCSO and Provider) for two (2) hours a week. A prescriber will be available by telephone to the facility and medical staff on an on-call basis, 7 days per week, and 24 hours per day.

NURSING.

Provider will provide on-site RN nursing coverage for 84 hours per week on a schedule approved by OCSO.

OCSO agrees to pay, on a monthly basis, for extra hours worked (at the prevailing wage and benefit rate of the particular employee).

It is expected that the Provider maintain this coverage at all times throughout the year, to include the same coverage during staff PTO and Holidays. Deviations due to emergency sick leave may be allowed by the county, however it is expected that medication pass shall be covered by the Provider as well as urgent medical requests during those times. Approved deviations may allow the use of LPN to provide emergency coverage.

QUALIFIED MENTAL HEALTH PROFESSIONAL (QMHP). Provider will provide an on-site QMHP for 20 hours per week on a schedule approved by OCSO. OCSO agrees to pay, on a monthly basis, for extra hours worked (at the prevailing wage and benefit rate of the particular employee)..

TUBERCULOSIS (TB) TESTING.

OFFICERS. Provider will perform TB skin tests as directed by OCSO. OCSO will pay for the TB serum and related supplies. Upon OCSO's request, Provider will secure the serum and related supplies through the correctional pharmacy, then bill OCSO for those costs, and OCSO agrees to pay.

PATIENTS. Upon the facility's request, Provider will provide TB skin tests on or about the patient's 14th day in the facility. Provider will pay for the TB serum and related supplies, unless OCSO prefers to test every patient at intake, in which case OCSO agrees to pay for those overages.

ARTICLE 2: OCSO

AUTOMATED EXTERNAL DEFIBRILLATORS (AEDs). The duty to purchase, provide, inspect, and maintain the facility's AEDs is, and always will be, vested in OCSO. This agreement does not result in the assumption of those duties by Provider or its people. While Provider and its people may assist OCSO, ultimately OCSO specifically retains the duties and obligations with respect to AEDs. Provider 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.

CO-PAY. OCSO agrees to the use of a co-pay system, as permitted by law, for patient medical requests. OCSO will be responsible for determining the legality and structure of the co-pay system.

COUNTY'S ILLNESS REPORTS, POLICIES, PROCEDURES. All illness reports, policies, and procedures will at all times remain the property of OCSO and will remain at the facility. Provider may make recommendations to OCSO's health care policies, procedures, and illness reports. Those recommendations are made for OCSO's consideration. Provider operates within OCSO's policies,

procedures, and illness reports. It is the policy of Provider 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. Provider does not have standing orders. Provider does not have a formulary.

CPR CARDS. Provider will not pay for CPR cards for county employees.

DUTY TO PROTECT PATIENTS. The non-delegable duty to protect patients is, and always will be vested in OCSO. This agreement does not result in the assumption of a non-delegable duty by Provider. As such, OCSO specifically retains the duty and obligation for security of the patients. This duty extends to the control of patient movement. Provider and its personnel will assume no responsibility for the movement of patients and assume no responsibility for patient protection at any time.

ELECTRONIC COMMUNICATIONS. OCSO agrees to provide to Provider copies of any electronic communications between Provider and Provider's employees and independent contractors in OCSO's possession (including stored on OCSO's email servers) as requested by Provider. OCSO agrees to treat electronic communications between Provider and its employees and independent contractors as confidential and agrees not to share those communications with any third party unless required by law.

MEDICAL AND MENTAL HEALTH RECORDS. Patient medical and mental health records will always be the property of OCSO and will remain in the facility. OCSO agrees to provide copies of those records to Provider when requested.

MEDICAL EQUIPMENT (DURABLE). OCSO pays for medical equipment. At OCSO's request, Provider will assist OCSO 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 OCSO.

NON-MEDICAL CARE OF PATIENTS. OCSO 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.

NURSING LICENSURE. Provider's preference is to run a health care program using RNs. Ultimately, the level of nursing licensure Provider provides at the facility is OCSO's decision (RN vs. LPN).

OFFICE EQUIPMENT (DURABLE). OCSO 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.

OFFICE SUPPLIES (DISPOSABLE). OCSO 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.

OFFICER TRAINING. The duty to train the officer(s) is and always remains vested in OCSO. Upon request of the county, Provider may assist in training for officer(s) on certain topics as determined by OCSO. OCSO is solely responsible for overall operation of the facility, including medical care. OCSO 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).

PREVENTATIVE SERVICES. If OCSO requests preventative services (such as flu shots, Covid vaccinations, etc.) for incarcerated patients or county employees, OCSO will pay for it. Provider may provide, but will not pay for, preventative services. Upon OCSO's request, Provider will secure the vaccination (for example) and related supplies (if applicable) through the correctional pharmacy or health department, then bill OCSO for any costs, and OCSO agrees to pay.

SECURITY. OCSO will maintain responsibility for the physical security of the facility and the continuing security of the patients. OCSO understands that adequate security services are necessary for the safety of the agents, employees, and subcontractors of Provider, as well as for the security of patients and officer(s), consistent with the correctional setting. OCSO will provide security sufficient to enable Provider and its personnel to safely provide the health care services described in this agreement. OCSO will screen Provider's proposed staff to ensure that they will not constitute a security risk. OCSO will have final approval of Provider's employees 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 Provider to staff the facility. In that case, Provider may hire Agency worker(s) to temporarily staff the facility, and OCSO agrees to pay the difference between the Agency rate(s) and Provider rate(s).

ARTICLE 3: COMPENSATION/ADJUSTMENTS

ANNUAL AMOUNT/MONTHLY PAYMENTS.

OCSO agrees to pay \$XXXXXXX per month to Provider under this agreement.

FUNDING THE FACILITY'S HEALTH CARE PROGRAM. It is ultimately the responsibility of OCSO to appropriately fund the facility's health care program. As a result, Provider's health care

program at the facility (staffing, etc.) is customized and approved by OCSO.

QUARTERLY ADJUSTMENTS.

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 150. 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 Provider by OCSO. The ADPs reported to Provider should only include those patients presently incarcerated in the facility.

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 \$0.56 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: $10 \times \$0.56 \times 91$)

ARREARS. Any contract amount in arrears will be settled through reconciliation and adjusted accordingly. Adjustments will be made to the first monthly invoice prepared after reconciliation between Provider and OCSO. Payment of the adjusted amount will be due upon receipt of said invoice.

ARTICLE 4: TERM AND TERMINATION

TERM. The term of this agreement will begin on September 1, 2024 at 12:01 A.M. and will continue in full force and effect until September 1, 2025 at 11:59 P.M., unless earlier terminated, extended, or renewed pursuant to this agreement. This agreement will automatically renew for successive 2-year periods for up to 6 years unless either party gives 120 days' written notice prior to the end of a term.

TERMINATION.

4.2.1 TERMINATION FOR LACK OF APPROPRIATIONS. It is understood and agreed that this agreement will be subject to annual appropriations by OCSO. If funds are not appropriated for this agreement, then upon exhaustion of such funding, OCSO will be entitled to immediately terminate this agreement. Recognizing that such termination may entail substantial costs for Provider, OCSO will act in good faith and make every effort to give Provider reasonable advance notice of any potential problem with funding or appropriations. OCSO agrees to pay for services rendered up to the point of termination.

120-DAY OUT CLAUSE. Notwithstanding anything to the contrary contained in this agreement, OCSO or Provider may, without prejudice to any other rights they may have, terminate this agreement by giving 120 days' advance written notice to the other party.

ARTICLE 5: GENERAL TERMS AND CONDITIONS

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.

ASSIGNMENT. Provider may not assign this agreement or any rights hereunder in whole or in part. Subject to the foregoing, this agreement will inure to the benefit of and be binding upon each of the heirs, permitted assigns, and successors of the respective parties. Any assignment in violation of this section will be null and void.

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.

COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS. OCSO and Provider agree that no party will require performance of any Provider or county employee, agent or independent contractor that would violate federal, state and/or local laws, ordinances, rules and/or regulations. If OCSO elects not to follow any federal, state, or-local law, the parties agree OCSO will be responsible for all costs associated with noncompliance. OCSO 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 Provider be asked to provide substantial new medical treatment, OCSO will pay for it, unless specifically agreed upon in writing between Provider and OCSO.

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.

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.

EQUAL EMPLOYMENT OPPORTUNITY. It is the policy of Provider to provide equal employment opportunities to all employees 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.

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.

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.

GOVERNING LAW. JURISDICTION, AND VENUE. This contract shall be construed and interpreted in accordance with the laws of the State of Wisconsin, without giving effect to any choice or conflict of laws provision or rule, whether of the State of Wisconsin or any other jurisdiction that would cause the application of laws of any jurisdiction other than those of the State of Wisconsin. The parties hereby irrevocably submit to the jurisdiction of the state courts of the State of Wisconsin for the purpose of any suit, action or other proceeding arising out of or based upon this contract. The parties further agree that the venue for any legal proceedings related to this contract shall be Oneida County, Wisconsin. The foregoing shall not be construed to limit the rights of a party to enforce a judgment or order of the above court in any other jurisdictions. The parties further agree that any legal action relating to this contract shall be tried to a court, rather than a jury. Both parties agree to take all action necessary to waive any right to have such action tried to a jury.

INSURANCE. Provider will maintain insurance coverage as follows:

<u>Coverage</u>	<u>Limits</u>
Medical Professional Liability	\$1,000,000 per loss \$3,000,000 aggregate
Comprehensive General Liability	\$1,000,000 per occurrence \$5,000,000 aggregate
Business Automobile	\$1,000,000 per occurrence \$5,000,000 aggregate
Worker's Compensation	Statutory Coverage A \$500,000, \$500,000 liability

LEGAL PROTECTIONS. It is agreed by the parties that nothing in this contract, including but not

limited to indemnification and hold harmless clauses, shall in any way constitute a waiver or estoppel of OCSO or its insurer, to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including but not limited to those contained within Wisconsin Statutes §§893.80, 895.52 and 345.05. To the extent that indemnification is available and enforceable OCSO or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for claims against counties established by Wisconsin law. To the extent that any provision of this contract is found by any court of competent jurisdiction to conflict with any such legal protection, then whichever protections, either legal or contractual, provide a greater benefit to OCSO shall apply unless OCSO elects otherwise.

OPEN RECORDS LAW COMPLIANCE. Provider understands and agrees that, because County is a party to this contract, provisions of the Wisconsin Open Records Law and other laws relating to public records may apply to records kept by Provider. Notwithstanding any other provision of this agreement to the contrary, County may release any information which it, in its judgment it believes is required to be released under the Wisconsin Open Records Law or any other applicable law. Provider agrees to fully comply with such laws, and to cooperate with County in its compliance with such laws. Cooperation shall include, but not be limited to, the provision of records, or copies of records to County or others upon the request of county. Compliance and cooperation of Provider shall be at its sole cost and expense. Provider shall maintain records in connection with this Agreement in a manner sufficient to meet the requirements of state and federal laws, regulations and rules. This includes Wisconsin's Open Record Law ("WORL"), set forth in §§ 19.31 - 19.39 Wis. Stats. Provider shall assist OCSO in complying with Public Record(s) Request(s) pursuant to §19.36(3) Wis. Stats.

Provider will hold harmless and indemnify OCSO (together with its respective employees) against any loss or damage, including reasonable attorneys' fees and other costs of litigation, solely caused or necessitated by the negligent, reckless, intentional, or deliberately indifferent conduct of Provider or its employees, which is related to medical treatment or care provided by Provider. With respect to any claim for indemnification, OCSO will (i) give written notice thereof to Provider within a reasonable period following the event or occurrence as to which the right to indemnification is or may be asserted and (ii) allow Provider (including the employees, agents, and counsel) reasonable access to any of its employees, property, and records for the purposes of conducting an investigation of such claim and for the purpose of obtaining statements, photographs, and taking such other steps as may be reasonable to preserve evidence of the occurrence on which the claim is based. If OCSO denies Provider reasonable access as set forth, after written request therefore, OCSO will assume sole responsibility for the claim for which indemnification is sought and will not be entitled to indemnity.

OCSO will hold harmless and indemnify Provider (together with its respective employees) against any loss or damage, including reasonable attorneys' fees and other costs of litigation, solely caused or necessitated by the negligent, reckless, intentional, or deliberately indifferent conduct of OCSO or its employees, which is related to medical treatment or care provided by Provider. With respect to any claim for indemnification, Provider will (i) give written notice thereof to OCSO within a reasonable period following the event or occurrence as to which the right to indemnification is or

may be asserted and (ii) allow OCSO (including the employees, agents, and counsel) reasonable access to any of its employees, property, and records for the purposes of conducting an investigation of such claim and for the purpose of obtaining statements, photographs, and taking such other steps as may be reasonable to preserve evidence of the occurrence on which the claim is based. If Provider denies OCSO reasonable access as set forth, after written request therefore, Provider will assume sole responsibility for the claim for which indemnification is sought and will not be entitled to indemnity.

INDEPENDENT CONTRACTORS. Provider may engage certain health care professionals as independent contractors rather than employees. OCSO understands and acknowledges that some physicians, advanced practice Providers, nurses, mental health workers, consultants, specialists, and other allied health professionals practicing with Provider ("health care team members") are not employees or associates of Provider; and that Provider is not responsible for their opinions, decisions or medical procedures performed.

INTERGOVERNMENTAL AGREEMENTS (IGAs) (PIGGYBACK). Provider agrees to allow OCSO 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 Provider during the period of time that this agreement is in effect.

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.

NO RELATIONSHIP OR AUTHORITY. The parties agree that Provider 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 OCSO and Provider. Provider does not have the power or authority to bind OCSO or to assume or create any obligation or responsibility on OCSO's behalf or in OCSO's name, except as otherwise explicitly detailed in this agreement, and Provider will not represent to any person or entity that Provider has such power or authority. Provider will not act as an agent nor will Provider be deemed to be an employee of OCSO for the purposes of any employee benefit program.

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 OCSO: Oneida County Jail
2000 E. Winnebago St
Rhinelander, WI 54501

email: tmhook@oneidacountywi.gov;
ghartman@oneidacountywi.gov

To Provider: Name
Address
facsimile:
email:

OTHER CONTRACTS AND THIRD PARTY BENEFICIARIES. The parties acknowledge that Provider is not bound by or aware of any other existing contracts to which OCSO 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.

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.

SUBCONTRACTING. Provider may subcontract services including, but not limited to, biomedical waste disposal, electronic medical records, mobile services, pharmaceutical services, staffing, and training.

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.

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.