

1995-96 SESSION
COMMITTEE HEARING
RECORDS

Committee Name:

Joint Committee on
Finance (JC-Fi)

Sample:

Record of Comm. Proceedings ... RCP

- 05hrAC-EdR_RCP_pt01a
- 05hrAC-EdR_RCP_pt01b
- 05hrAC-EdR_RCP_pt02

- Appointments ... Appt
- **

- Clearinghouse Rules ... CRule
- **

- Committee Hearings ... CH
- **

- Committee Reports ... CR
- **

- Executive Sessions ... ES
- **

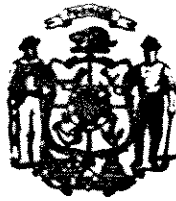
- Hearing Records ... HR
- **

- Miscellaneous ... Misc
- 95hrJC-Fi_Misc_pt51a

- Record of Comm. Proceedings ... RCP
- **

Tommy G. Thompson
Governor

Michael J. Sullivan
Secretary



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State of Wisconsin Department of Corrections

August 28, 1996

To The Honorable Brian Burke, Co-Chair
 Joint Committee on Finance

 The Honorable Ben Branch, Co-Chair
 Joint Committee on Finance

From Michael J. Sullivan *M. Sullivan*
 Department of Corrections

Subject S. 13.10 Requests

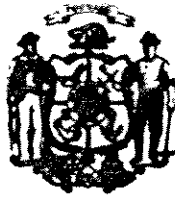
Attached are two s. 13.10 requests for the Department of Corrections. The first request relates specifically to operating costs in the Division of Adult Institutions. 1995 Wisconsin Act 27 authorized the Department to create and operate three private ventures in adult correctional institutions. The Department estimated revenues of \$3.2 million. As a result, \$3.2 million was deleted from the DOC base, leaving only \$1.9 million to operate the 11 adult correctional institutions. Current projections indicate that DOC will collect approximately \$275,000, almost \$3 million short of the amount needed to operate the institutions.

The second s. 13.10 request relates specifically to the unanticipated population growth in the correctional institutions. The Department has developed a plan to accommodate the growth. It includes additional use of intensive supervision, an increase in out-of-state contract beds, plans to increase populations in existing institutions and construction of a dormitory to house up to 150 females.

Some of the details of the plan have not been finalized. The Department continues to refine them and hopes that the Committee will incorporate these changes prior to the hearing if necessary.

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From Michael J. Sullivan
 Department of Corrections

Subject S 13.10 Request

The Department of Corrections requests a transfer of \$2,925,800 from appropriation s 20.865(4) to s 410.20(1)(a) to provide sufficient supplies and services to operate the adult correctional institutions.

Background

1995 Wisconsin Act 27, the biennial budget bill, authorized the Department of Corrections to create and operate three private sector ventures in the adult correctional institutions. Inmates participating in the programs must be paid the prevailing wage or minimum wage, whichever is greater. In addition to taxes, social security and crime victim deductions, the Department is permitted to deduct funds to offset the cost of incarceration. The total deductions cannot exceed 80% of the inmates' wages.

The Department estimated that \$3.2 million would be collected from inmates participating in these ventures. 1995 Wisconsin Act 27 reduced supplies and services for the Division of Adult Institutions by \$3.2 million. The budget created a program revenue appropriation with expenditure authority in the same amount. Funds from this appropriation are to be used to offset the costs of institution operations.

Statutory Criteria

S 13.101(3)(a) requires that (1) an emergency exists; (2) no funds are available for such purposes; (3) the purposes have been authorized or directed by the legislature.

An emergency exists in that the Division of Adult Institutions needs \$5.1 million in supplies and services to operate the 11 adult correctional institutions and only \$1,923,600 is available in FY 97. Current

projections indicate that the Department will be able to collect only \$274,200 in FY 97 to offset the operating costs

Although funds have been placed in the Joint Committee of Finance appropriations 20 865(4) for contract beds and intensive supervision populations, the Department is requesting in another s 13.10 request that these funds be released to contract for out-of-state beds and to offset the costs related to the unanticipated population growth.

Appropriation s. 20 410 (1)(a) has budget authority of \$234,584,000. These funds are needed to support over 4,600 employees and the majority of management and support functions of the agency as well as providing food, clothing, and health care services to inmates. There are no funds available within DOC that can be reallocated to cover the projected deficit. All available funds will be needed to accommodate the increased populations as outlined in the other s.13.10 request.

Current Situation

Two of the private ventures became operational in June, 1996. Development of these ventures included a nine month process of soliciting proposals, evaluating the proposals, negotiating contracts, securing approval by the Prison Industries Board and scheduling a hearing before the Joint Committee on Finance. A third venture is in the process and has an anticipated start-up date of April, 1997.

One of the private ventures in operation is the Fabry Glove and Mitten Company located at the Green Bay Correctional Institution. There are currently 15 inmates employed in this venture with an anticipated growth to 54 inmates by November, 1997. An average of 44 inmates will be employed in this venture in FY 97. Assuming a 35 hour work week and an average salary of \$5.20 per hour, a total of \$208,200 will be collected in FY 97 to offset the costs of institution operations.

The second venture, Jorgensen Conveyer Company located at Waupun Correctional Institution currently employs 8 inmates. It is anticipated that this venture will employ an average of 10 inmates in FY 97. At an average wage of \$8.00 per hour, 17 hours per week, it is projected that a total of \$35,400 will be collected in FY 97.

The Department is in the process of soliciting proposals for a third joint venture. It is anticipated that this venture will be operational by April, 1997. Revenues from inmate wages are estimated to be \$8,300.

1995 Wisconsin Act 241 also authorized the Department to sell byproducts of paint and recycling operations. This operation is scheduled to become operational on March 1, 1997. It will employ 15 inmates and generate revenues of \$22,300 from inmate wages.

The total projected revenues from these three ventures in FY 97 is \$274,200.

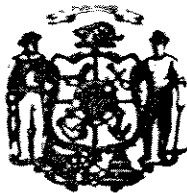
Agency Effect if Request is Denied

If this request is denied, the Department would need to delay purchase of essential items and delay payment on bills in violation of the prompt pay statute. Given the unprecedented population growth, the Department has developed a plan to reduce the populations, as outlined in the other s 13.10, and any reductions in staff would exacerbate the problems.

The Department of Corrections representatives for this request are Michael J. Sullivan, Secretary and Steve Kronzer , Director, Bureau of Correctional Enterprises.

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State of Wisconsin Department of Corrections

August 28, 1996

To The Honorable Brian Burke, Co-Chair
Joint Committee on Finance

The Honorable Ben Brantel Co-Chair
Joint Committee on Finance

From Michael J. Sullivan
Department of Corrections

Subject S 13.10 Request

The Department of Corrections requests that \$ 2,073,800 appropriated in 1995 Wisconsin Act 416 be transferred from s. 20.865 (4)(a) to s. 20.410 (1)(ab) to contract for beds for prisoners outside of the State of Wisconsin. The Department also requests approval to use up to \$1 million currently budgeted in s. 20.410(1)(ab) to contract for beds outside of Wisconsin and requests an additional \$2,637,400 from s. 20.865(4) to increase the number of beds out of state.

In addition, the Department requests the transfer of \$937,900, authorized in 1995 Wisconsin Act 416 for intensive sanctions populations, from the Joint Committee of Finance appropriation s. 20.865 (4)(a) to s. 20.410 (1)(a), an additional \$ 2,111,100 from s. 20.865(4)(a) and authorization for 102.5 FTE. These actions will support the additional costs associated with inmates housed out-of-state, provide operating funds and staff for a new dormitory, provide staff and resources to increase the institution populations to 13,050, and provide sufficient funds for food, variable non-food and health care for the additional prison population.

Background

In January, 1996, the Department of Administration notified the Joint Committee on Finance that DOA would be forwarding a Department of Corrections appropriation bill to accommodate populations that were projected to be an average of 415 inmates higher in FY 96 and 616 inmates higher in FY 97 than projections used in 1995 Wisconsin Act 27. These projections were based on data and experience through September, 1995 which predicted an average daily population in FY 97 in the adult institutions of 12,622, with an endpoint population of 13,090 on June 30, 1997. These projections were modified by the Legislature to an average daily population of 12,728 in FY 97. Act 416 authorized \$2,397,200 in FY 97 for food, variable non-food, inmate supplies and services, health care and purchase of services for this increased population. It also appropriated \$752,900 to increase jail bed contracts in Wisconsin.

1995 Wisconsin Act 27 assumed a community population in the intensive sanctions program of 2,370 in June 1997. Based on population trends since January, 1994, intensive sanctions was projected to have a community population of 2,150 on June, 30, 1997. Consequently, Act 416 deleted \$913,900 from s. 410 (1)(ai) related to intensive sanctions and placed \$937,900 in s. 20.865 (4)(a) in the event the populations would increase beyond 2,220, the budgeted level for FY 97.

In addition, \$2,073,800 was placed in s. 20.865 (4)(a) to fund new contracts for prison beds either in-state or with other states. Act 416 specifies that no finding of emergency is required. Approval for prison beds by the Joint Committee on Finance, under s. 302.21, is required for all contracts for 10 or more inmates to be housed out of state.

Current Population Projections

Based on data through June 1996, the average daily population in adult institutions is projected to be 13,242 in FY 97, 514 more than projected in Act 416. These projections indicate a population of 13,948 by June 30, 1997. This growth trend is consistent with the fact that DOC has experienced a substantial increase in the number of admissions for the last four years and a record number of admissions in FY 96. Since January, 1996, there have been 3,967 admissions to the correctional institution reception centers.

Department of Corrections Plan

The Department has developed a plan for accommodating these increased populations. The plan includes increasing the number of individuals released and diverted to the intensive sanctions program, contracting for up to 700 additional beds out of state, and construction of a dormitory to house up to 150 females, thereby increasing populations in adult institutions to 13,050.

Increased Intensive Sanctions Populations

Act 416 provides funds for a community population of 2,220 inmates. As of August 9, 1996, there were 1,558 intensive sanctions inmates in the community. The DOC believes that with appropriate screening, up to 600 additional offenders can either be safely released to the community or diverted from incarceration with the increased use of intensive supervision and community resources. The Department proposes to do this within existing resources in appropriation s. 20.410 (1) (ai). This appropriation has a budgeted level of \$16,961,900 in FY 97.

Jail Bed and Out-of-State Contracts

Appropriation s. 20.410(1)(ab) has a budgeted level of \$9,718,900 in FY 97. In FY 96, the DOC contracted for an average of 407 jail beds per day. An additional \$350,400 was needed to cover temporary lock-up (TLU) charges for the Wisconsin Correctional Center System (WCCS). An estimated total (all bills have not yet been received) of \$8,931,000 was required in FY 96 to contract for jail beds and pay WCCS TLU costs.

1995 Wisconsin Act 416 appropriated additional funding to allow the Department to contract for a total of 455 beds at an average cost of \$58 per day. Beds at local jails are not available to contract for in a

cost-efficient manner since beds available in remote communities are in such small numbers that inmate transportation and related costs are too costly for the Department to utilize these few beds.

The DOC has been negotiating with Texas and has tentatively reached an agreement for up to 700 beds. The draft contract is attached to this request. The contract covers supervision, programs, on site medical care and other inmate necessities.

If approved, the Department would contract for the transportation of inmates and would transfer 700 inmates between October 15 and February 5, 1997. At a cost of \$40 per day, the cost for the contract beds would be \$5,711,200. An additional \$191,100 would also be needed to cover staff and inmate transportation and administrative costs and \$195,600 for medical services that are not provided on-site. Program review and parole interviews will be conducted by phone and off-site file reviews.

The Department is requesting release of the \$2,073,800 from the Joint Committee on Finance appropriation, s. 20.865(4)(ab), permission to use up to \$1 million currently budgeted for in-state beds for contracts in Texas and an additional \$2,637,400 from s. 20.465(4)(ab) to allow the Department to contract for up to an additional 350, for a total of 700 beds out-of-state. In addition, the Department requests \$386,700 to cover the additional costs associated with housing the inmates in Texas.

Add Inmates to Existing Institutions

On July 19, there were 12,422 inmates in the adult correctional institutions and contract jails. Due to the population projections and the record number of admissions, the Department surveyed the existing institutions to determine how many additional inmates could be safely placed in the institutions if appropriate staff could be authorized. With a population of 12,422, the Department determined that it could add 165 inmates to the Jackson Correctional Institution and an additional 398 male inmates to other existing institutions. Following is a chart of the number of inmates that could be placed in the institutions and the number of FTE required to provide supervision, work programs, education, and health services. They are as follows:

	Inmates	FTE
Columbia Correctional Institution	9	0
Dodge Correctional Institution	45	8.4
Green Bay Correctional Institution	25	7.2
Waupun Correctional Institution	50	15.5
Racine Correctional Institution	25	0
Kettle Moraine Correctional Institution	67	10.0
Jackson Correctional Institution	62	12.0
Oakhill Correctional Institution	16	6.2
St. Croix Correctional Center	30	5.0
John Burke Correctional Center	25	5.5
Black River Correctional Center	16	3.3
Thompson Correctional Center	<u>28</u>	<u>9.2</u>
	398	82.3

In order to accommodate these increases, the Department is requesting \$ 2,468,900 and 82.3 FTE. Of this amount, the DOC is requesting that \$937,900 originally intended for intensive sanctions populations

be transferred from s 20 865(4)(a) to s 20 410 (1)(a) and the additional \$1,531,000 be provided by the same Joint Committee on Finance appropriation.

Construction of a Dormitory at Taycheedah Correctional Institution

The Department has recently applied for a Federal Crime Bill grant for construction dollars. If the Department is awarded a grant, \$900,000 could be used to construct a dormitory at Taycheedah that would house up to 150 inmates.

Since the dormitory would be the same design as the dormitories at Kettle Moraine and Oshkosh, this building could be constructed very quickly. It would require 20.2 FTE and \$193,400 for three months of operation in FY 97. Construction would be contingent on a 10% cash match for the grant. Bonding authority can be used as a match.

Food, Variable Non-Food, Health Services, Inmate Supplies and Services

The June 1996 population projections project an ADP of 514 higher than budgeted in 1995 Wisconsin Act 416. The cost for food, variable non-food, health care, and inmates supplies and services for this increased ADP would be \$1.7 million. Assuming that up to 600 offenders are released or diverted to intensive supervision over a period of the next eight months and up to 700 inmates are transferred to Texas between October and December, the ADP would be reduced and no additional funds would be needed for this purpose. However, any decrease in jail beds or intensive supervision releases would result in increased costs at the rate of \$3,400 per ADP.

Summary

	Funds	FTE
Increased Intensive Supervision populations	\$ 0	
Out of State Contracts	\$ 6,097,900	
Add Inmates to Existing Institutions	\$ 2,468,900	82.3
Operating Costs for 150 bed dormitory	<u>\$ 193,400</u>	<u>20.2</u>
Total Costs and FTE	\$ 8,760,200	102.5
Release from Joint Finance - Jail Beds	\$ 2,073,800	to s. 20.410 (1)(ab)
Release from Joint Finance - Int. Sanctions	\$ 937,900	to s. 20.410 (1)(a)
New funds required from Joint Finance	\$ 4,748,500	to s. 20.410 (1)(a)
Funds authorized for jail beds	<u>\$ 1,000,000</u>	
	\$ 8,760,200	

Effects of not receiving the request

Failure to receive the request would jeopardize the safety of staff, inmates, and visitors. It would also result in reduction of program, health, and custodial needs and increase inmate idleness to unacceptable levels. It would also increase the potential for litigation and federal oversight of prison operations.

The Department of Corrections' representatives for this request will be Michael J. Sullivan, Secretary and Kenneth Sondalle, Administrator, Division of Adult Institutions.

August 15, 1996

AGREEMENT BETWEEN HOOD COUNTY, TEXAS
AND WISCONSIN DEPARTMENT OF CORRECTIONS
FOR THE TEMPORARY HOUSING OF INMATES

THIS AGREEMENT, is made and entered into by and between Hood County, Texas and associated Texas Counties of Johnson, Palo Pinto and Comanche (Counties) and the DEPARTMENT OF CORRECTIONS, STATE OF WISCONSIN (the Department), pursuant to Wisconsin Statutes 302.27 and 302.31.

WITNESSETH:

WHEREAS, the Department seeks temporary housing for inmates in the custody of the Department,

WHEREAS, the Counties have jail beds available for the temporary housing of inmates,

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Duration, Termination and Revisions

This agreement shall be in effect from October 15, 1996 through June 30, 1997 and may be terminated upon 30 days written notice to the other party and may be amended or extended for one year increments upon the written agreement of the parties. Extension will be based on availability and appropriation of funds and continued availability of beds.

2. Agreement Administrators

All notices, reports, and correspondence to the respective parties of this agreement shall be sent to the following:

HOOD COUNTY, TEXAS

Sheriff Rodney Jeanis
Hood County Sheriff
400 N. Gordon Street
Granbury, TX 76048

DEPARTMENT OF CORRECTIONS

Dick Verhagen
Assistant Administrator
Division of Adult Institutions
149 E. Wilson Street
Madison, WI 53707

Sharon Zunker, Director
Bureau of Health Services
Division of Adult Institutions
149 E. Wilson Street
Madison, WI 53707

3. Right of Inspection

The Department shall have the right to inspect the County Jails at all reasonable times in order to determine that appropriate standards of care and discipline are being met.

4. Vacancies

The Counties hereby agree to make available to the Department up to 700 beds for inmates. Transfer of inmates from the Department to the Counties will be dependent on bed space available at the County Jails.

5. Selection

The Department will provide inmates for placement according to mutually agreed upon criteria as specified in Attachment 1.

The Counties expressly maintain the right to reject any inmate brought to the County Jails by the Department if said inmate exhibits medical or behavior problems of such a nature, as determined by the County Sheriff or his or her duty authorized representative, as to make said inmate unacceptable.

The Department may retake any inmate at any time and replace or not replace such inmate with another.

The Counties will conduct an inventory of each inmate's personal property when the inmate is received. Unauthorized or excess property will be property stored at the County Jail or disposed of consistent with the jail rules and at the inmate's expense.

6. Responsibility for the Custody of Offenders

It shall be the responsibility of the Counties to confine inmates from the Department in appropriate penal surroundings, consistent with the requirements of federal and applicable state laws, and regulations governing the operations of county jails. But nothing herein contained shall be construed to require the Counties to provide additional treatment, facilities or programs for any inmate confined pursuant to this agreement which it does not provide for similar inmates not confined pursuant to said agreement.

7. Medical Services

- (A) Inmates from the Department shall receive such medical, optometric, psychiatric and dental diagnosis and treatment as may be necessary to safeguard their physical and mental health and comply with the requirements of federal and Wisconsin/Texas state laws. The medical, optometric, psychiatric and dental diagnosis and treatment received by inmates from the Department shall not be less than that which is provided by the Counties to other inmates of the County Jails. Except in the case of an emergency, the Counties shall contact the designated coordinator, identified in Attachment 1, for prior written approval for the medical, psychiatric, or dental expenses for which the Department is responsible under the terms of this contract.

In an emergency, the Counties may proceed with the necessary treatment without prior approval, but in every case the Counties shall notify the designated coordinator as soon as practicable thereafter and furnish full information regarding the nature of the illness or injury, the type of treatment provided or to be provided, and the estimated cost thereof to be borne by the Department. If the emergency requires extended hospitalization and 24 hour security coverage and the inmate's condition prohibits transportation to a Department provider, the costs of the required security coverage will be the responsibility of the Department. The Counties shall secure approval to incur charges and submit bills for such services to the Department in accordance with procedures set forth in Attachment 1.

- (B) The Counties shall make every reasonable effort to utilize only those medical services providers which provide appropriate health care services at a reasonable cost.
- (C) When medical, psychiatric or dental care requires the removal of the inmate from the jail for forty-eight (48) hours or longer, the inmate shall be removed only after notification to the Department. The Counties shall notify the Department in accordance with procedures set forth in Attachment 1. In the event of an emergency which does not permit prior notification, the Counties shall notify the Department as promptly thereafter as practicable.
- (D) All necessary precautions shall be taken to assure the safekeeping of the inmate while absent from the normal place of confinement. Necessary custodial supervision shall be provided by the Counties.
- (E) Any costs of medical, optometric, psychiatric or dental care equipment, medication, supplies, diagnostics, and services shall be considered normal costs incidental to the operation of the County Jails and shall be paid by the Counties, if the service is provided by the jail as part of the health or correctional program thereof and if the inmate requires no special medication, drugs, equipment, anesthetics, surgery, or nursing care in addition to that commonly provided by the jail. The cost of any special service, medication, equipment or nursing care not commonly provided by the jail and approved by the Department shall be chargeable to the Department. The Counties shall secure approval and submit bills for nursing and other special services to the Department in accordance with procedures contained in Attachment 1.
- (F) If an inmate's behavior indicates a possible need for mental health treatment, the Department shall be notified of the situation. If it is determined that the inmate requires mental health treatment that is not available in the Counties the Department shall transfer the prisoner to one of its own facilities.

In event of a mental health related emergency, the Department shall transfer the inmate as soon as practicable.

- (G) Dental services for which the Department is responsible for payment shall not exceed services necessary for the relief of continuous pain or acute infection.

- (H) Pharmaceuticals not normally provided by the jail shall be provided per Hood County's contract on pharmaceuticals and billed to the Department on a quarterly basis.
- (I) Copies of health care records or health care related records shall be provided to the Department upon request. Summaries of health care or certified copies of Department medical records for each Department inmate in the County jails shall be provided to the Counties health care provider. The summaries or copies of records remain the property of the Department and may not be altered in any way. When an inmate is removed from the jail by the Department, escapes or is discharged or released by the Department, the summary or any record shall be returned to the Department. The Counties shall not make copies of the summary or any record except as needed for the delivery of health care services.

8. Inmate Services

- (A) Participation of the Department's inmates in services available to other jail inmates shall be subject to the regular discipline imposed upon jail inmates participating in the particular service. However, nothing contained herein shall be construed to permit or require any inmate of the Department to participate in any training, industrial or other work programs contrary to the rules of the Department.

9. Discipline

The Counties shall have physical control over and power to exercise disciplinary authority over all inmates from the Department. However, nothing contained herein shall be construed to authorize or permit the imposition of a type of punishment prohibited by the rules of the Department, or by other provisions of law. The Counties shall provide the necessary records, written documentation, and presentation of the facts regarding specific inmate behaviors that are subject to the program review processes of the Department.

10. Laws and Regulations for Inmate Conduct

Inmates, while in the custody of the Counties, shall be subject to all the provisions of law and regulations applicable to persons sentenced for violations of law to the County Jails not inconsistent with the sentence imposed. Inmates, while in the County Jails, are exempt from rules governing inmates at Department institutions. In circumstances where an inmate has engaged in conduct that could result in discipline under the Department's Administrative Code, and the Counties desire removal of the inmate, prior to imposing discipline, the Department may discipline the inmate under its rules.

11. Records and Reports from the County Sheriff

- (A) At such intervals as requested, the Hood County Sheriff shall furnish the Department a report giving a summary of the inmate's adjustment since the last requested report, including a recommendation for retention or return. All such reports shall be forwarded to the Department.

- B) The Counties will notify by telephone the designated contact person identified in Attachment 1 of any incident involving Department inmates relating to an inmate's death, serious illness or injury requiring hospitalization, escape (including attempt), attempted suicide, and assault on staff or other inmate within 24 hours of the occurrence. When the County's investigation/fact finding report is completed, a copy shall be forwarded to the designated contact person identified in Attachment 1.
- (C) The Sheriff shall keep all necessary and pertinent records concerning such inmates in a manner agreed between the Contract Administrators. During the inmate's confinement at the County Jails, the Department shall be furnished with copies of any such record or records upon request. Except 7(i), page 3, nothing herein contained shall be construed to prevent the Counties from keeping copies of any such record or records upon and after termination of confinement.

12. Removal from Institution

An inmate from the Department confined in the County Jails shall not be removed or furloughed therefrom by any person without an order from the Department. The Department will reimburse costs incurred by the Counties for transportation and/or security supervision related to approved removal of an inmate if the Department is unable to provide transportation and security supervision. This provision shall not apply to removal of the inmate for medical, dental, psychiatric treatment, discipline, or for a catastrophe or condition presenting imminent danger to the safety of the inmate. In the case of any removal for such causes, the Counties shall inform the Department of the whereabouts of the inmate or inmates so removed at the earliest practicable time and shall exercise all reasonable care for the safekeeping and custody of such inmate or inmates.

13. Hearings

The County Jails shall provide adequate facilities for any hearing by authorities of the Department, to which an inmate may be entitled by the rules of the Department.

14. Inter-Institutional Transfer

Notwithstanding any provisions herein to the contrary, the Counties may transfer an inmate between facilities under this contract with written notification to the Department.

Any custody classification which permits movement outside the confines of the jail shall require prior written approval of the Department.

15. Escape

In case any such inmate shall escape from custody of the County Jail, the County Sheriff will use all reasonable means to recapture the inmate. The escape shall be reported immediately to the Department. The Counties shall have the primary responsibility for and authority to direct the pursuit and retaking and prosecution of inmates within its own territory. Any costs in connection therewith shall be chargeable to and borne by the Counties.

16. Death of an Inmate

- (A) In the event of the death of an inmate from the Department, the medical examiner, coroner, or other official having the duties of such an office in the Counties shall be notified. The Department shall receive copies of any records made for or in connection with such notification.
- (B) The County Sheriff shall immediately notify the Department of the death of an inmate, furnish information as requested, and follow the instructions of the Department with regard to the disposition of the body. The body shall not be released except on order of the Department.
- (C) In the event of the death of an inmate from the Department, the Sheriff shall order an autopsy to be performed. The Sheriff shall submit costs for an autopsy to the Department for reimbursement.
- (D) The County Sheriff shall send a certified copy of the death certificate for any of the Department's inmates who have died while in the County Jail to the Department. A copy of the autopsy report shall be sent to the Department.

17. Expenses Attendant Upon Release

The provision of transportation and any other supplies upon release of an inmate shall be at the expense of the Department and shall be in accordance with its laws and rules.

18. Retaking of Inmates

The Department will be responsible for arranging for the transportation of Department inmates housed in the County Jails to other Department facilities. The inmate's personal property will be inventoried before transit and Department files associated with the inmate will be delivered to the transportation officer at the time of the transit.

The Department agrees to review any request by the Counties for the retaking of any particular inmate. It is the intent of the parties that such requests be granted under extraordinary and unusual circumstances.

Within thirty (30) days of receipt of notice of termination of this agreement by either party, the Department shall remove its inmates.

Officers of the Department may with proper advance written or oral notification enter the County Jails and there apprehend and retake any inmate. The Department employees will produce positive employee photo identification issued by the Department and written identification of the person to be retaken. The decision of the Department to retake an inmate shall be conclusive upon and not reviewable by the Counties; provided, however, that if at the time when the Department seeks to retake an inmate there should be pending against the inmate within the County Jail any criminal charge, or the inmate

should be suspected of having committed within such status a criminal offense, the inmate shall not be taken without the consent of the County Sheriff until discharged from prosecution or from imprisonment for such offense.

19. Photography and Publicity

Requests for interviews and information regarding Department inmates shall be referred to the Department. However, information of public record, such as sentence data or information concerning the escape of an inmate, may be given directly to the press by the County Sheriff. The County Sheriff may photograph Department inmates as a means of identification for official use only.

20. Cost and Reimbursement

- (A) In addition to cost and reimbursement required by other provisions of this agreement, the Department shall pay to the Counties \$39.95 per day per inmate for the custody of Department inmates. Payment and services provided in accordance with the terms of this agreement shall not exceed \$_____ for the term of this agreement, October 15, 1996 through June 30, 1997.

The Counties shall submit an invoice to the designated contact person within the Department as identified in Attachment 1, on a monthly basis for the cost of occupied beds. The invoice will identify the inmate's name and DOC identification number, date of arrival, date of departure, total days in custody, and total cost. Payment will be made for the day of the inmate's arrival but not the day of the inmate's departure. Payment under this contract will be made only for those inmates approved for transfer to the County Jails from the Department's Office of Offender Classification.

- (B) The Counties agree in return for this payment to provide lodging facilities and programs for said inmates. The Counties will provide constant monitoring of the premises at all times that inmates are at the facility. The Counties will provide three (3) meals per day at normal meal times. The meals will be nutritious, given in the morning, afternoon and evening. At least two (2) of these meals will be hot meals. The Counties will also provide the basic necessities to the Department's inmates including but not limited to beds, clean bedding, personal hygiene items, toilet facilities, recreation facilities as may be available, canteen facilities, visiting facilities, library/law library and other program services that may be available.

Department inmates shall also have access to all volunteer programs/activities and chaplaincy directed programs, crisis intervention and social services treatment available to other inmates in the County Jail.

- (C) The Counties will provide the necessary program space required to conduct any supplemental treatment programs arranged by the Department.
- (D) The Counties will provide all Department inmates an institution account and institutions needs pay of \$3.20 per week (5 days at \$.64/day) when in general population status.

21. Responsibility for Legal Proceedings

- (A) The Department will undertake to defend any action or proceeding involving the legality of revocations or sentence computations of any of its inmates or the placement or removal of inmates in the County Jails. The Counties shall be reimbursed for any expense it may incur in connection therewith.
- (B) The Counties agree to defend at its expense any action or proceeding arising out of confinement in the County Jails which involves conditions of confinement action of County employees.

22. Non-Discrimination

In connection with the performance of work under this Agreement, The Counties agree not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Stats., sex orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Counties further agree to take affirmative action to ensure equal employment opportunities. The Counties agree to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the Department's contracting officer setting forth the provisions of the non-discrimination clause.

23. Disputes

Any dispute arising out of the provisions of this Agreement which cannot be settled through discussion between the Agreement Administrators, shall be subject to arbitration as provided in Chapter 788, Wis. Stats.

24. Rights or Benefits

Nothing in this agreement shall be construed to provide or create any rights or benefits to any of the Department's inmates.

25. Conditions of the Parties Obligations

- (A) This Agreement is contingent upon complying with Wisconsin and United States law, and any material amendment or repeal of the same affecting relevant funding or authority of purchaser shall serve to revise or terminate this agreement without penalty, except as further agreed to by the parties hereto.
- (B) The Counties and the Department understand and agree that no clause, term or condition of this agreement shall be construed to supersede the lawful powers or duties of either party.
- (C) Nothing in this agreement shall be construed to affect the internal relationships of the subdivisions, offices, departments or agencies of the parties.

- (D) It is understood and agreed that the entire Agreement between the parties is contained herein, except for those matters incorporated herein by reference, and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof.

IN WITNESS THEREOF, the undersigned duly authorized officers have subscribed their names on behalf of the Counties and the Department.

Attachment 1

OPERATIONAL AGREEMENT FOR TASKS, WORKLOAD, CONTACTS, AND
RESPONSIBILITIES FOR THE TEMPORARY HOUSING OF DEPARTMENT OF
CORRECTIONS INMATES AT HOOD COUNTY, TEXAS AND ASSOCIATED TEXAS
COUNTIES OF JOHNSON, PALO PINTO AND COMANCHE (COUNTIES)

Tasks, procedure, contacts and workload responsibilities relating to the placement of adult inmates in the Hood County, Texas and associated Texas Counties of Johnson, Palo Pinto and Comanche are identified as follow:

A. Designated Contact Persons:

1. Department of Corrections:

a. County Jail Liaison: Dick Verhagen, Deputy Admin.
Division of Adult Institutions
P.O. Box 7925
Madison, WI 53707-7925
608 266-3837/FAX 608 267-2323

Alternate: Ken Sondalle, Administrator
Division of Adult Institutions
P.O. Box 7925
Madison, WI 53707-7925
608 266-6604/FAX 608 267-2323

c. Bureau of Correctional Health Services: Sharon Zunker, Director
P.O. Box 7925
Madison, WI 53707-7925
608 266-1730/FAX 608 267-1751

Alternate: Kathy Berkley
Dodge Correctional Institution
P.O. Box 661
Waupun, WI 53963-0661
414 324-5577/FAX 414 324-5458

B. County Jail Responsibilities

1. Inventory inmate property and dispose of property per Jail rules in conjunction with inmate's preference.
2. Make cell assignments.
3. Provide necessary clothing, bedding and hygiene items.

4. Ensure that medical, dental, mental health, education, recreation, religious services, visiting, mail, canteen, telephone access, inmate complaint and other general conditions of confinement are made available to or received by inmates from the Department and that these services and programs are not less than that which is provided by the county to other inmates of the County Jails.
5. Special funds established in the daily per diem rate for services and programs arranged for Department inmates must be expended entirely for inmates from the Department.
6. Notify the respective Department representative by telephone within 24 hours of occurrence incidents involving Department inmates relating to an inmate's death, serious illness or injury that require hospitalization and removal of the facility, escape (including attempt), attempted suicide, and assaults on staff or other inmate. The investigative report must be forwarded to the Department contact person within the next business day of its completion.
7. Maintain disciplinary record of the conduct of inmates from the Department.
8. Provide a written report summarizing the conduct and any disciplinary actions taken when requesting the removal of an inmate from the facility.
9. Provide a method of hearing inmate grievances and concerns for conditions of confinement, work and program assignments.
10. Maintain an inmate account system for use of receiving, disbursing and transferring funds of inmates for canteen and other authorized purchases as may be permitted by the County Jails.
11. Provide to the Department contact person information, observations, and progress of each inmate's work and program status and participation.

C. Department Contact Responsibilities

1. Secure files and review records for appropriateness of transfer.
2. Identify program needs of inmate and distribute to appropriate County Jail staff.
3. Ensure medical files are received and retained by medical staff of the County Jails.
4. Provide and assist County Jail administration with training as may be deemed necessary.

5. Assist the County Jail staff in the development and modification of programming for inmates.
6. Monitor length of stays and coordinate the return of inmates to Department facilities via Program Review Committee action.
7. Assist the County Jail staff in resolving inmate problems.
8. Enforce Departmental Administrative Codes, policies and procedures as may be required for:
 - a. Inmate discipline under DOC 303,
 - b. Emergency removals of inmates,
 - c. Receipt and dissemination of reports and records from the counties,
 - d. Parole Commission notices and actions,
 - e. Transfer summaries,
 - f. Work and program assignments of inmates,
 - g. Segregation reviews,
 - h. Inmate compensation,
 - i. Special visits for inmates if required by the Counties,
 - j. Special placement needs, and
 - k. Reports of daily counts.
9. Receive legal files for Department inmates transferred to the Counties.
10. Perform required sentence calculations and adjustments as may be required.
11. Provide notifications necessary for Parole Hearings and reporting.
12. Review medical and dental requirements of inmates as may be recommended by the Counties.
13. Authorize emergency medical and dental care.
14. Provide notification to Department, and Classification for movements to meet medical and dental needs of inmates.
15. Receive and approve billing from the Counties for emergency medical and dental care authorized by the Bureau of Health Services.
16. Forward approved billing to Bureau of Administrative Services for payment.
17. Authorize emergency clinical/psychiatric treatment.
18. Provide notification and arrange placement for clinical treatment.

19. Receive and approve billing from the Counties for emergency treatment.

D. Procedures for Medical, Dental, and Clinical Services Approvals.

1. The Counties should take action necessary to provide for emergency care. The Counties must notify the Health Services contact person to secure approval for care as soon as can be arranged and provide the identification of the inmate, type of service, date of approval and anticipated date of service.
2. The Health Services contact person will confirm the need for the emergency care and provide the necessary verbal approval and follow with written approval.
3. The Health Services contact person may arrange for alternative care including a transfer to a Department facility if deemed appropriate rather than concur with the emergency care. Notify Department and Classification contact persons as appropriate to implement emergency transfer.
4. The Counties will provide the following documentation to the Health Services contact person within thirty days of the service for payment of the emergency care.
 - a. Identification of inmate
 - b. Date(s) of service
 - c. Type of service and itemizing medical, dental, transportation and security supervision charges.
 - d. Attach copy of Health Services contact person's written approval of service.
 - e. Attach copy of bill from the service provider to the Counties that contain itemized listing of services and charges.
5. Upon receipt of the documentation and billing, the Health Services contact person will verify approvals and billing documentation, and approve services for payment. The Health Services contact person will forward billing to the Bureau of Administrative Services for payment.

III. Department of Corrections -- Michael J. Sullivan, Secretary

The Department of Corrections requests the transfer of \$2,925,800 GPR in fiscal year 1996-97 from the unreserved Committee's appropriation balance (s. 20.865(4)(a)) to the adult correctional services general program operations appropriation (s. 20.410(1)(a)) to cover a projected shortfall in program revenue funding for supplies and services to operate adult correctional institutions.

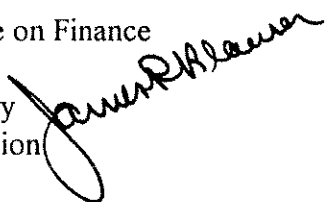
Governor's Recommendation

Modify the request by transferring \$2,450,000 GPR from the Serious Juvenile Offender appropriation (s. 20.410(3)(cg)), to DOC's general program operations appropriation (s. 20.410(1)(a)), rather than from the Committee's appropriation.

CORRESPONDENCE MEMORANDUMSTATE OF WISCONSIN
Department of Administration

Date: September 19, 1996

To: Members, Joint Committee on Finance

From: James R. Klauser, Secretary
Department of Administration 

Subject: Section 13.10 Request #1 from the Department of Corrections.

Request

The Department of Corrections (DOC) requests the transfer of \$2,925,800 GPR in FY97 from the Committee's appropriation (s. 20.865(4)(a)) to the adult correctional services general program operations appropriation (s. 20.410(1)(a)) to cover a projected shortfall in program revenue funding for supplies and services to operate adult correctional institutions.

Background

1995 Wisconsin Act 27 authorized DOC to lease space within prisons to not more than 3 private businesses to employ inmates to manufacture products or provide services for sale on the open market. Inmates employed in these businesses must be paid the prevailing or minimum wage, whichever is greater. In addition to income tax and social security withholding and crime victim and witness assistance surcharges, DOC has the authority to deduct an amount not to exceed 80% of wages to offset the cost of incarceration.

As a new source of revenue for the biennial budget, it was estimated that \$3.2 million PR would be collected from inmate wages for deposit in the general operations appropriation (s. 20.410(1)(gi)) to offset the cost of institution operations for supplies and services. A corresponding reduction of \$3.2 million GPR was made from DOC's general program operations appropriation for supplies and services. Revised estimates made by DOC indicate that only \$274,200 PR will be collected in FY97 to offset operating costs.

The general operations appropriation also receives additional program revenue from medical and dental copayments from inmates and transportation and room and board payments made by inmates in minimum security who have jobs in the community.

Analysis

The starting operation of the first two private businesses authorized in Act 27 was delayed until June, 1996 by a 9 month development and approval process. The Fabry Glove and Mitten Company located at the Green Bay Correctional Institution, which currently employes 15 inmates, is expected to provide employment for an average of 44 inmates in FY97. At 35 hours per week and using half of the hourly wage of \$5.20, this business will provide \$208,200 PR to offset the cost of institution operations.

The second business, Jorgensen Conveyer Company, located at the Waupun Correctional Institution, which currently employs 8 inmates, is expected to provide employment for an average of 10 inmates in FY97. At 17 hours per week and using half of the hourly wage of \$8.00, this business will provide \$35,400 PR to offset the cost of institution operations.

A third business currently under development is expected to be operational by April, 1997. This business is expected to provide \$8,300 PR to offset the cost of institution operations.

Badger State Industries is also scheduled in March of 1997 to begin manufacturing and sale of byproducts of recycled paint, an industry which was authorized under 1995 Wisconsin Act 241. This industry is expected to employ 15 inmates and generate \$22,300 PR to offset the cost of institution operations.

Not included in the DOC request is an additional program revenue estimate of \$475,800 PR expected to be collected from inmates for medical and dental copayments and room and board payments.

These revenue projections of \$750,000 fall short of the \$3.2 million PR appropriated for FY97 by \$2,450,000. This appropriation was expected to provide \$3.2 million PR which along with a \$2,728,900 GPR general program operations appropriation provides the \$5,928,900 needed for supplies and services for adult prison operations. This revenue shortfall reduces the amount available for supplies and services expenditures to 59% of the amount originally appropriated in the budget for FY97.

Funding for supplies and services are critical to the operation of 11 prisons housing over 10,300 inmates with a staff of 4,085 employes. These funds are used to purchase minor equipment and furniture, vehicle and machinery parts and supplies, tools, kitchen supplies, general office supplies, computer software, educational and recreational supplies, employe safety supplies, staff uniforms, training, travel, telephone service and risk management premiums. Failure to provide sufficient supplies and services is likely to jeopardize the safety, security and efficient operation of correctional institutions.

Funding Alternative

Since the unreserved balance of \$474,300 in the Committee's appropriation is insufficient to fund this request, an alternative option would be to use surplus funds from the Serious Juvenile Offender appropriation (s. 20.410(3)(cg)) which is experiencing populations lower than originally budgeted. Funding needed for the Serious Juvenile Offender program, and its precursor, the Violent Juvenile Offender program for FY97 can be revised downward from \$14,056,700 GPR to \$8,791,727 GPR which provides an unexpended balance of \$5,264,973 GPR for FY97, \$2,450,000 of which could be transferred to the DOC general program operations appropriation (s. 20.410(1)(a)) to cover the shortfall in DOC supplies and services for adult institutions.

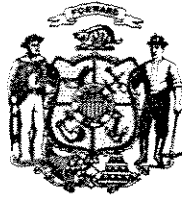
Recommendation

Modify the request by transferring \$2,450,000 GPR from the Serious Juvenile Offender appropriation (s. 20.410(3)(cg)), to DOC's general program operations appropriation (s. 20.410(1)(a)), rather than from the Committee's appropriation.

Prepared by: Roger Fetterly
266-2213

Tommy G. Thompson
Governor

Michael J. Sullivan
Secretary



Mailing Address
149 East Wilson Street
Post Office Box 7925
Madison, WI 53707-7925
Telephone (608) 266-2471

State of Wisconsin Department of Corrections

August 28, 1996

To: The Honorable Brian Burke, Co-Chair
Joint Committee on Finance

The Honorable Ben Branch, Co-Chair
Joint Committee on Finance

From: Michael J. Sullivan
Department of Corrections

Subject: S. 13.10 Requests

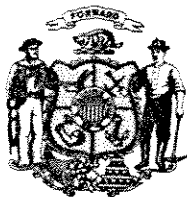
Attached are two s. 13.10 requests for the Department of Corrections. The first request relates specifically to operating costs in the Division of Adult Institutions. 1995 Wisconsin Act 27 authorized the Department to create and operate three private ventures in adult correctional institutions. The Department estimated revenues of \$3.2 million. As a result, \$3.2 million was deleted from the DOC base, leaving only \$1.9 million to operate the 11 adult correctional institutions. Current projections indicate that DOC will collect approximately \$275,000, almost \$3 million short of the amount needed to operate the institutions.

The second s. 13.10 request relates specifically to the unanticipated population growth in the correctional institutions. The Department has developed a plan to accommodate the growth. It includes additional use of intensive supervision, an increase in out-of-state contract beds, plans to increase populations in existing institutions and construction of a dormitory to house up to 150 females.

Some of the details of the plan have not been finalized. The Department continues to refine them and hopes that the Committee will incorporate these changes prior to the hearing if necessary.

Tommy G. Thompson
Governor

Michael J. Sullivan
Secretary



Mailing Address
149 East Wilson Street
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Telephone (608) 266-2471

State of Wisconsin Department of Corrections

August 28, 1996

To: The Honorable Brian Burke, Co-Chair
Joint Committee on Finance

The Honorable Ben Brannon, Co-Chair
Joint Committee on Finance

From: Michael J. Sullivan
Department of Corrections

Subject: S. 13.10 Request

The Department of Corrections requests a transfer of \$2,925,800 from appropriation s. 20.865(4) to s. 410.20 (1)(a) to provide sufficient supplies and services to operate the adult correctional institutions.

Background

1995 Wisconsin Act 27, the biennial budget bill, authorized the Department of Corrections to create and operate three private sector ventures in the adult correctional institutions. Inmates participating in the programs must be paid the prevailing wage or minimum wage, whichever is greater. In addition to taxes, social security and crime victim deductions, the Department is permitted to deduct funds to offset the cost of incarceration. The total deductions cannot exceed 80% of the inmates' wages.

The Department estimated that \$3.2 million would be collected from inmates participating in these ventures. 1995 Wisconsin Act 27 reduced supplies and services for the Division of Adult Institutions by \$3.2 million. The budget created a program revenue appropriation with expenditure authority in the same amount. Funds from this appropriation are to be used to offset the costs of institution operations.

Statutory Criteria

S. 13.101 (3) (a) requires that (1) an emergency exists; (2) no funds are available for such purposes; (3) the purposes have been authorized or directed by the legislature.

An emergency exists in that the Division of Adult Institutions needs \$5.1 million in supplies and services to operate the 11 adult correctional institutions and only \$1,923,600 is available in FY 97. Current

projections indicate that the Department will be able to collect only \$274,200 in FY 97 to offset the operating costs.

Although funds have been placed in the Joint Committee of Finance appropriation s.20.865(4) for contract beds and intensive supervision populations, the Department is requesting in another s.13.10 request that these funds be released to contract for out-of-state beds and to offset the costs related to the unanticipated population growth.

Appropriation s. 20.410 (1)(a) has budget authority of \$234,584,000. These funds are needed to support over 4,600 employees and the majority of management and support functions of the agency as well as providing food, clothing, and health care services to inmates. There are no funds available within DOC that can be reallocated to cover the projected deficit. All available funds will be needed to accommodate the increased populations as outlined in the other s.13.10 request.

Current Situation

Two of the private ventures became operational in June, 1996. Development of these ventures included a nine month process of soliciting proposals, evaluating the proposals, negotiating contracts, securing approval by the Prison Industries Board and scheduling a hearing before the Joint Committee on Finance. A third venture is in the process and has an anticipated start-up date of April, 1997.

One of the private ventures in operation is the Fabry Glove and Mitten Company located at the Green Bay Correctional Institution. There are currently 15 inmates employed in this venture with an anticipated growth to 54 inmates by November, 1997. An average of 44 inmates will be employed in this venture in FY 97. Assuming a 35 hour work week and an average salary of \$5.20 per hour, a total of \$208,200 will be collected in FY 97 to offset the costs of institution operations.

The second venture, Jorgensen Conveyer Company located at Waupun Correctional Institution currently employs 8 inmates. It is anticipated that this venture will employ an average of 10 inmates in FY 97. At an average wage of \$8.00 per hour, 17 hours per week, it is projected that a total of \$35,400 will be collected in FY 97.

The Department is in the process of soliciting proposals for a third joint venture. It is anticipated that this venture will be operational by April, 1997. Revenues from inmate wages are estimated to be \$8,300.

1995 Wisconsin Act 241 also authorized the Department to sell byproducts of paint and recycling operations. This operation is scheduled to become operational on March 1, 1997. It will employ 15 inmates and generate revenues of \$22,300 from inmate wages.

The total projected revenues from these three ventures in FY 97 is \$274,200.

Agency Effect if Request is Denied

If this request is denied, the Department would need to delay purchase of essential items and delay payment on bills in violation of the prompt pay statute. Given the unprecedented population growth, the Department has developed a plan to reduce the populations, as outlined in the other s.13.10, and any reductions in staff would exacerbate the problems.

The Department of Corrections representatives for this request are Michael J. Sullivan, Secretary and Steve Kronzer , Director, Bureau of Correctional Enterprises.

CORRESPONDENCE MEMORANDUM

**STATE OF WISCONSIN
Department of Administration**

Date: September 19, 1996

To: Members, Joint Committee on Finance



From: Dan Caucutt, Secretary for s. 13.10 Actions

Subject: Agreement between Hood County, Texas and DOC to house inmates

Attached is a final draft of the agreement between Hood County, Texas and the Wisconsin Department of Corrections for the temporary housing of inmates for which approval is requested under the Department of Correction's 13.10 request #2 which is scheduled to be before the Committee on September 26, 1996.

AGREEMENT BETWEEN HOOD COUNTY, TEXAS
AND WISCONSIN DEPARTMENT OF CORRECTIONS
FOR THE TEMPORARY HOUSING OF INMATES

THIS AGREEMENT, is made and entered into by and between Hood County, Texas and associated Texas Counties of Johnson, Palo Pinto and Comanche (Counties) and the DEPARTMENT OF CORRECTIONS, STATE OF WISCONSIN (the Department), pursuant to Wisconsin Statutes 302.27 and 302.31.

WITNESSETH:

WHEREAS, the Department seeks temporary housing for inmates in the custody of the Department,

WHEREAS, the Counties have jail beds available for the temporary housing of inmates,

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Duration, Termination and Revisions

This agreement shall be in effect from October 15, 1996 through June 30, 1997 and may be terminated upon 30 days written notice to the other party and may be amended or extended for one year increments upon the written agreement of the parties. Extension will be based on availability and appropriation of funds and continued availability of beds.

2. Agreement Administrators

All notices, reports, and correspondence to the respective parties of this agreement shall be sent to the following:

HOOD COUNTY, TEXAS

Sheriff Rodney Jeanis
Hood County Sheriff
400 N. Gordon Street
Granbury, TX 76048

DEPARTMENT OF CORRECTIONS

Dick Verhagen
Assistant Administrator
Division of Adult Institutions
149 E. Wilson Street
Madison, WI 53707

Sharon Zunker, Director
Bureau of Health Services
Division of Adult Institutions
149 E. Wilson Street
Madison, WI 53707

3. Right of Inspection

The Department shall have the right to inspect the County Jails at all reasonable times in order to determine that appropriate standards of care and discipline are being met.

4. Vacancies

The Counties hereby agree to make available to the Department up to 700 beds for inmates. Transfer of inmates from the Department to the Counties will be dependent on bed space available at the County Jails.

5. Selection

The Department will provide inmates for placement according to mutually agreed upon criteria as specified in Attachment 1.

The Counties expressly maintain the right to reject any inmate brought to the County Jails by the Department if said inmate exhibits medical or behavior problems of such a nature, as determined by the County Sheriff or his or her duly authorized representative, as to make said inmate unacceptable.

The Department may retake any inmate at any time and replace or not replace such inmate with another.

The Counties will conduct an inventory of each inmate's personal property when the inmate is received. Unauthorized or excess property will be properly stored at the County Jail or disposed of consistent with the jail rules and at the inmate's expense.

6. Responsibility for the Custody of Offenders

It shall be the responsibility of the Counties to confine inmates from the Department in appropriate penal surroundings, consistent with the requirements of federal and applicable state laws, and regulations governing the operations of county jails. But nothing herein contained shall be construed to require the Counties to provide additional treatment, facilities or programs for any inmate confined pursuant to this agreement which it does not provide for similar inmates not confined pursuant to said agreement.

7. Medical Services

- (A) Inmates from the Department shall receive such medical, optometric, psychiatric and dental diagnosis and treatment as may be necessary to safeguard their physical and mental health and comply with the requirements of federal and Wisconsin/Texas state laws. The medical, optometric, psychiatric and dental diagnosis and treatment received by inmates from the Department shall not be less than that which is provided by the Counties to other inmates of the County Jails. Except in the case of an emergency, the Counties shall contact the designated coordinator, identified in Attachment 1, for prior written approval for the medical, psychiatric, or dental expenses for which the Department is responsible under the terms of this contract.

In an emergency, the Counties may proceed with the necessary treatment without prior approval, but in every case the Counties shall notify the designated coordinator as soon as practicable thereafter and furnish full information regarding the nature of the illness or injury, the type of treatment provided or to be provided, and the estimated cost thereof to be borne by the Department. If the emergency requires extended hospitalization and 24 hour security coverage and the inmate's condition prohibits transportation to a Department provider, the costs of the required security coverage will be the responsibility of the Department. The Counties shall secure approval to incur charges and submit bills for such services to the Department in accordance with procedures set forth in Attachment 1.

- (B) The Counties shall make every reasonable effort to utilize only those medical services providers which provide appropriate health care services at a reasonable cost.
- (C) When medical, psychiatric or dental care requires the removal of the inmate from the jail for forty-eight (48) hours or longer, the inmate shall be removed only after notification to the Department. The Counties shall notify the Department in accordance with procedures set forth in Attachment 1. In the event of an emergency which does not permit prior notification, the Counties shall notify the Department as promptly thereafter as practicable.
- (D) All necessary precautions shall be taken to assure the safekeeping of the inmate while absent from the normal place of confinement. Necessary custodial supervision shall be provided by the Counties.
- (E) Any costs of medical, optometric, psychiatric or dental care equipment, medication, supplies, diagnostics, and services shall be considered normal costs incidental to the operation of the County Jails and shall be paid by the Counties, if the service is provided by the jail as part of the health or correctional program thereof and if the inmate requires no special medication, drugs, equipment, anesthetics, surgery, or nursing care in addition to that commonly provided by the jail. The cost of any special service, medication, equipment or nursing care not commonly provided by the jail and approved by the Department shall be chargeable to the Department. The Counties shall secure approval and submit bills for nursing and other special services to the Department in accordance with procedures contained in Attachment 1.
- (F) If an inmate's behavior indicates a possible need for mental health treatment, the Department shall be notified of the situation. If it is determined that the inmate requires mental health treatment that is not available in the Counties the Department shall transfer the prisoner to one of its own facilities.

In event of a mental health related emergency, the Department shall transfer the inmate as soon as practicable.

- (G) Dental services for which the Department is responsible for payment shall not exceed services necessary for the relief of continuous pain or acute infection.

- (H) Pharmaceuticals not normally provided by the jail shall be provided per the County's contract on pharmaceuticals and billed to the Department on a quarterly basis.
- (I) Copies of health care records or health care related records shall be provided to the Department upon request. Summaries of health care or certified copies of Department medical records for each Department inmate in the County jails shall be provided to the Counties health care provider. The summaries or copies of records remain the property of the Department and may not be altered in any way. When an inmate is removed from the jail by the Department, escapes or is discharged or released by the Department, the summary or any record shall be returned to the Department. The Counties shall not make copies of the summary or any record except as needed for the delivery of health care services.

8. Inmate Services

- (A) Participation of the Department's inmates in services available to other jail inmates shall be subject to the regular discipline imposed upon jail inmates participating in the particular service. However, nothing contained herein shall be construed to permit or require any inmate of the Department to participate in any training, industrial or other work programs contrary to the rules of the Department.

9. Discipline

The Counties shall have physical control over and power to exercise disciplinary authority over all inmates from the Department. However, nothing contained herein shall be construed to authorize or permit the imposition of a type of punishment prohibited by the rules of the Department, or by other provisions of law. The Counties shall provide the necessary records, written documentation, and presentation of the facts regarding specific inmate behaviors that are subject to the program review processes of the Department.

10. Laws and Regulations for Inmate Conduct

Inmates, while in the custody of the Counties, shall be subject to all the provisions of law and regulations applicable to persons sentenced for violations of law to the County Jails not inconsistent with the sentence imposed. In circumstances where an inmate has engaged in conduct that could result in discipline under the Department's Administrative Code, and the Counties desire removal of the inmate, the Department may discipline the inmate under its rules.

11. Records and Reports from the County Sheriff

- (A) At such intervals as requested, the Hood County Sheriff shall furnish the Department a report giving a summary of the inmate's adjustment since the last requested report, including a recommendation for retention or return. All such reports shall be forwarded to the Department.

- B) The Counties will notify by telephone the designated contact person identified in Attachment 1 of any incident involving Department inmates relating to an inmate's death, serious illness or injury requiring hospitalization, escape (including attempt), attempted suicide, and assault on staff or other inmate within 24 hours of the occurrence. When the County's investigation/fact finding report is completed, a copy shall be forwarded to the designated contact person identified in Attachment 1.
- (C) The Sheriff shall keep all necessary and pertinent records concerning such inmates in a manner agreed between the Contract Administrators. During the inmate's confinement at the County Jails, the Department shall be furnished with copies of any such record or records upon request. Except 7(i), page 3, nothing herein contained shall be construed to prevent the Counties from keeping copies of any such record or records upon and after termination of confinement.

12. Removal from Institution

An inmate from the Department confined in the County Jails shall not be removed or furloughed therefrom by any person without an order from the Department. The Department will reimburse costs incurred by the Counties for transportation and/or security supervision related to approved removal of an inmate if the Department is unable to provide transportation and security supervision. This provision shall not apply to removal of the inmate for medical, dental, psychiatric treatment, discipline, or for a catastrophe or condition presenting imminent danger to the safety of the inmate. In the case of any removal for such causes, the Counties shall inform the Department of the whereabouts of the inmate or inmates so removed at the earliest practicable time and shall exercise all reasonable care for the safekeeping and custody of such inmate or inmates.

13. Hearings

The County Jails shall provide adequate facilities for any hearing by authorities of the Department, to which an inmate may be entitled by the rules of the Department.

14. Inter-Institutional Transfer

Notwithstanding any provisions herein to the contrary, the Counties may transfer an inmate between facilities under this contract with written notification to the Department.

Any custody classification which permits movement outside the confines of the jail shall require prior written approval of the Department.

15. Escape

In case any such inmate shall escape from custody of the County Jail, the County Sheriff will use all reasonable means to recapture the inmate. The escape shall be reported immediately to the Department. The Counties shall have the primary responsibility for and authority to direct the pursuit and retaking and prosecution of inmates within its own territory. Any costs in connection therewith shall be chargeable to and borne by the Counties.

16. Death of an Inmate

- (A) In the event of the death of an inmate from the Department, the medical examiner, coroner, or other official having the duties of such an office in the Counties shall be notified. The Department shall receive copies of any records made for or in connection with such notification.
- (B) The County Sheriff shall immediately notify the Department of the death of an inmate, furnish information as requested, and follow the instructions of the Department with regard to the disposition of the body. The body shall not be released except on order of the Department.
- (C) In the event of the death of an inmate from the Department, the Sheriff shall order an autopsy to be performed. The Sheriff shall submit costs for an autopsy to the Department for reimbursement.
- (D) The County Sheriff shall send a certified copy of the death certificate for any of the Department's inmates who have died while in the County Jail to the Department. A copy of the autopsy report shall be sent to the Department.

17. Expenses Attendant Upon Release

The provision of transportation and any other supplies upon release of an inmate shall be at the expense of the Department and shall be in accordance with its laws and rules.

18. Retaking of Inmates

The Department will be responsible for arranging for the transportation of Department inmates housed in the County Jails to other Department facilities. The inmate's personal property will be inventoried before transit and Department files associated with the inmate will be delivered to the transportation officer at the time of the transit.

The Department agrees to review any request by the Counties for the retaking of any particular inmate. It is the intent of the parties that such requests be granted under extraordinary and unusual circumstances.

Within thirty (30) days of receipt of notice of termination of this agreement by either party, the Department shall remove its inmates.

Officers of the Department may with proper advance written or oral notification enter the County Jails and there apprehend and retake any inmate. The Department employees will produce positive employee photo identification issued by the Department and written identification of the person to be retaken. The decision of the Department to retake an inmate shall be conclusive upon and not reviewable by the Counties; provided, however, that if at the time when the Department seeks to retake an inmate there should be pending against the inmate within the County Jail any criminal charge, or the inmate

should be suspected of having committed within such status a criminal offense, the inmate shall not be taken without the consent of the County Sheriff until discharged from prosecution or from imprisonment for such offense.

19. Photography and Publicity

Requests for interviews and information regarding Department inmates shall be referred to the Department. However, information of public record, such as sentence data or information concerning the escape of an inmate, may be given directly to the press by the County Sheriff. The County Sheriff may photograph Department inmates as a means of identification for official use only.

20. Cost and Reimbursement

- (A) In addition to cost and reimbursement required by other provisions of this agreement, the Department shall pay to the Counties \$39.96 per day per inmate for the custody of Department inmates. Payment and services provided in accordance with the terms of this agreement shall not exceed \$_____ for the term of this agreement, October 15, 1996 through June 30, 1997.

The Counties shall submit an invoice to the designated contact person within the Department as identified in Attachment 1, on a monthly basis for the cost of occupied beds. The invoice will identify the inmate's name and DOC identification number, date of arrival, date of departure, total days in custody, and total cost. Payment will be made for the day of the inmate's arrival but not the day of the inmate's departure. Payment under this contract will be made only for those inmates approved for transfer to the County Jails from the Department's Office of Offender Classification. The Department of Corrections shall send payment to the county within 30 days of receipt of invoice.

- (B) The Counties agree in return for this payment to provide lodging facilities and programs for said inmates. The Counties will provide constant monitoring of the premises at all times that inmates are at the facility. The Counties will provide three (3) meals per day at normal meal times. The meals will be nutritious, given in the morning, afternoon and evening. At least two (2) of these meals will be hot meals. The Counties will also provide the basic necessities to the Department's inmates including but not limited to beds, clean bedding, personal hygiene items, toilet facilities, recreation facilities as may be available, canteen facilities, visiting facilities, library/law library and other program services that may be available.

Department inmates shall also have access to all volunteer programs/activities and chaplaincy directed programs, crisis intervention and social services treatment available to other inmates in the County Jail.

- (C) The Counties will provide the necessary program space required to conduct any supplemental treatment programs arranged by the Department.
- (D) The Counties will provide all Department inmates an institution account and institutions needs pay of \$3.20 per week (5 days at \$.64/day) when in general population status.

21. Responsibility for Legal Proceedings

- (A) The Department will undertake to defend any action or proceeding involving the legality of revocations or sentence computations of any of its inmates or the placement or removal of inmates in the County Jails. The Counties shall be reimbursed for any expense it may incur in connection therewith.
- (B) The Counties agree to defend at its expense any action or proceeding arising out of confinement in the County Jails which involves conditions of confinement action of County employees.

22. Non-Discrimination

In connection with the performance of work under this Agreement, The Counties agree not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Stats., sex orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Counties further agree to take affirmative action to ensure equal employment opportunities. The Counties agree to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the Department's contracting officer setting forth the provisions of the non-discrimination clause.

23. Disputes

Any dispute arising out of the provisions of this Agreement which cannot be settled through discussion between the Agreement Administrators, shall be subject to arbitration as provided in Chapter 788, Wis. Stats.

24. Rights or Benefits

Nothing in this agreement shall be construed to provide or create any rights or benefits to any of the Department's inmates.

25. Conditions of the Parties Obligations

- (A) This Agreement is contingent upon complying with Wisconsin and United States law, and any material amendment or repeal of the same affecting relevant funding or authority of purchaser shall serve to revise or terminate this agreement without penalty, except as further agreed to by the parties hereto.
- (B) The Counties and the Department understand and agree that no clause, term or condition of this agreement shall be construed to supersede the lawful powers or duties of either party.
- (C) Nothing in this agreement shall be construed to affect the internal relationships of the subdivisions, offices, departments or agencies of the parties.

(D) It is understood and agreed that the entire Agreement between the parties is contained herein, except for those matters incorporated herein by reference, and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof.

IN WITNESS THEREOF, the undersigned duly authorized officers have subscribed their names on behalf of the Counties and the Department.

*Department of Corrections
State of Wisconsin*

By: _____ Date: _____
Michael J. Sullivan, Secretary
Department of Corrections

Hood County, Texas

By: _____ Date: _____
Rodney L. Jeanis, Sheriff
Hood County, Texas

By: _____ Date: _____
Vincent J. Messina, County Attorney
Hood County, Texas

By: _____ Date: _____
Honorable Donald Cleveland
Hood County Judge

Johnson County, Texas

By: _____ Date: _____
Martin Griffith, Jr., Sheriff
Johnson County, Texas

By: _____ Date: _____
Bill J. Moore, County Attorney
Johnson County, Texas

By: _____ Date: _____
Honorable Roger Harmon
Johnson County Judge

Palo Pinto County, Texas

By: _____ Date: _____
Larry L. Watson, Sheriff
Palo Pinto County, Texas

By: _____ Date: _____
Phillip Meyers Garrett, County Attorney
Palo Pinto County Texas

By: _____ Date: _____
Honorable Mickey West
Palo Pinto County Judge

Comanche County, Texas

By: _____ Date: _____
Billy J. Works, Sheriff
Comanche County, Texas

By: _____ Date: _____
Terry McCall, County Attorney
Comanche County, Texas

By: _____ Date: _____
Honorable John Mack Weaver
Comanche County Judge

Attachment 1

OPERATIONAL AGREEMENT FOR TASKS, WORKLOAD, CONTACTS, AND RESPONSIBILITIES FOR THE TEMPORARY HOUSING OF DEPARTMENT OF CORRECTIONS INMATES AT HOOD COUNTY, TEXAS AND ASSOCIATED TEXAS COUNTIES OF JOHNSON, PALO PINTO AND COMANCHE (COUNTIES)

Tasks, procedure, contacts and workload responsibilities relating to the placement of adult inmates in the Hood County, Texas and associated Texas Counties of Johnson, Palo Pinto and Comanche are identified as follow:

A. Designated Contact Persons:

1. Department of Corrections:

a. County Jail Liaison: Dick Verhagen, Deputy Admin.
Division of Adult Institutions
P.O. Box 7925
Madison, WI 53707-7925
608 266-3837/FAX 608 267-2323

Alternate: Ken Sondalle, Administrator
Division of Adult Institutions
P.O. Box 7925
Madison, WI 53707-7925
608 266-6604/FAX 608 267-2323

c. Bureau of Correctional Health Services: Sharon Zunker, Director
P.O. Box 7925
Madison, WI 53707-7925
608 267-1730/FAX 608 267-1751

Alternate: Kathy Berkley
Dodge Correctional Institution
P.O. Box 661
Waupun, WI 53963-0661
414 324-5577/FAX 414 324-6288

B. County Jail Responsibilities

1. Require that all inmates confined pursuant to the contract be released within the jurisdiction of the sending entity.
2. Require that all inmates records concerning classification, to include conduct records, be reviewed by the receiving entity prior to transfer of the inmate.

3. Require that the receiving entity determine inmate custody level in accordance with Chapter 271 of this title (relating to Classification and Separation of Inmates) to ensure that custody level assignments do not exceed the construction security level availability.
4. Require that inmates with a record of institutional violence, escape, or attempted escape from secure custody are not eligible for transfer.
5. Require that all appropriate medical information be provided prior to transfer, to include certification of tuberculosis screening or treatment.
6. Inventory inmate property and dispose of property per Jail rules in conjunction with inmate's preference.
7. Make cell assignments.
8. Provide necessary clothing, bedding and hygiene items.
9. Ensure that medical, dental, mental health, education, recreation, religious services, visiting, mail, canteen, telephone access, inmate complaint and other general conditions of confinement are made available to or received by inmates from the Department and that these services and programs are not less than that which is provided by the county to other inmates of the County Jails.
10. Special funds established in the daily per diem rate for services and programs arranged for Department inmates must be expended entirely for inmates from the Department.
11. Notify the respective Department representative by telephone within 24 hours of occurrence incidents involving Department inmates relating to an inmate's death, serious illness or injury that require hospitalization and removal of the facility, escape (including attempt), attempted suicide, and assaults on staff or other inmate. The investigative report must be forwarded to the Department contact person within the next business day of its completion.
12. Maintain disciplinary record of the conduct of inmates from the Department.
13. Provide a written report summarizing the conduct and any disciplinary actions taken when requesting the removal of an inmate from the facility.
14. Provide a method of hearing inmate grievances and concerns for conditions of confinement, work and program assignments.

- 15 . Maintain an inmate account system for use of receiving, disbursing and transferring funds of inmates for canteen and other authorized purchases as may be permitted by the County Jails.
16. Provide to the Department contact person information, observations, and progress of each inmate's work and program status and participation.

C. Department Contact Responsibilities

1. Secure files and review records for appropriateness of transfer.
2. Identify program needs of inmate and distribute to appropriate County Jail staff.
3. Ensure medical files are received and retained by medical staff of the County Jails.
4. Provide and assist County Jail administration with training as may be deemed necessary.
5. Assist the County Jail staff in the development and modification of programming for inmates.
6. Monitor length of stays and coordinate the return of inmates to Department facilities via Program Review Committee action.
7. Assist the County Jail staff in resolving inmate problems.
8. Enforce Departmental Administrative Codes, policies and procedures as may be required for:
 - a. Inmate discipline under DOC 303,
 - b. Emergency removals of inmates,
 - c. Receipt and dissemination of reports and records from the counties,
 - d. Parole Commission notices and actions,
 - e. Transfer summaries,
 - f. Work and program assignments of inmates,
 - g. Segregation reviews,
 - h. Inmate compensation,
 - i. Special visits for inmates if required by the Counties,
 - j. Special placement needs, and
 - k. Reports of daily counts.
9. Receive legal files for Department inmates transferred to the Counties.
10. Perform required sentence calculations and adjustments as may be required.

11. Provide notifications necessary for Parole Hearings and reporting.
12. Review medical and dental requirements of inmates as may be recommended by the Counties.
13. Authorize emergency medical and dental care.
14. Provide notification to Department, and Classification for movements to meet medical and dental needs of inmates.
15. Receive and approve billing from the Counties for emergency medical and dental care authorized by the Bureau of Health Services.
16. Forward approved billing to Bureau of Administrative Services for payment.
17. Authorize emergency clinical/psychiatric treatment.
18. Provide notification and arrange placement for clinical treatment.
19. Receive and approve billing from the Counties for emergency treatment.

D. Procedures for Medical, Dental, and Clinical Services Approvals.

1. The Counties should take action necessary to provide for emergency care. The Counties must notify the Health Services contact person to secure approval for care as soon as can be arranged and provide the identification of the inmate, type of service, date of approval and anticipated date of service.
2. The Health Services contact person will confirm the need for the emergency care and provide the necessary verbal approval and follow with written approval.
3. The Health Services contact person may arrange for alternative care including a transfer to a Department facility if deemed appropriate rather than concur with the emergency care. Notify Department and Classification contact persons as appropriate to implement emergency transfer.
4. The Counties will provide the following documentation to the Health Services contact person within thirty days of the service for payment of the emergency care.
 - a. Identification of inmate
 - b. Date(s) of service
 - c. Type of service and itemizing medical, dental, transportation and security supervision charges.

- d. Attach copy of Health Services contact person's written approval of service.
 - e. Attach copy of bill from the service provider to the Counties that contain itemized listing of services and charges.
5. Upon receipt of the documentation and billing, the Health Services contact person will verify approvals and billing documentation, and approve services for payment. The Health Services contact person will forward billing to the Bureau of Administrative Services for payment.
- E. Selection Criteria
- 1. Medium custody male inmates from the Department of Corrections, Division of Adult Institutions, who at the time of transfer were cleared for Texas County Jail placement by health, dental and clinical services.
 - 2. Meet the criteria as specified in Section 297.14 of the Texas Commission on Jail Standards as specified in Section B, numbers 1-5 of this attachment.

CORRECTIONS

Juvenile Secure Detention Transportation Study

Motion:

Move to require the Department of Corrections to study the costs of transporting juveniles from northern Wisconsin counties to secure detention facilities in other areas of the state and to compare these costs ~~to the cost~~ of building a regional secure detention facility in northern Wisconsin. *raises the necessity*

Note:

For the purposes of the study, northern Wisconsin would include the counties of Ashland, Barron, Bayfield, Burnett, Douglas, Florence, Forest, Iron, Langlade, Lincoln, Marinette, Menominee, Oconto, Oneida, Polk, Price, Rusk, Sawyer, St. Croix, Taylor, Vilas and Washburn.

transport
OJA already did the study
this motion also requires study of construction of
N. Wis. detention facility

Department of Corrections
Offenders Under Control on September 13, 1996

<u>TOTAL OFFENDER POPULATION</u>	<u>75681</u>
<u>TOTAL PROBATION/PAROLE POPULATION</u>	<u>61552</u>
<u>TOTAL INMATE POPULATION (DAI)</u>	<u>12089</u>
<u>TOTAL INMATE POPULATION (DIS)</u>	<u>2040</u>

	Operating Capacity	Total Population	DAI	DIS
<u>DIVISION OF ADULT INSTITUTIONS</u>	<u>9538</u>	<u>12567</u>	<u>12089</u>	<u>478</u>
<u>SUBTOTAL-MALES (ALL LOCATIONS)</u>	<u>9040</u>	<u>11929</u>	<u>11485</u>	<u>444</u>
<u>MAXIMUM SECURITY INST.</u>	<u>2660</u>	<u>3792</u>	<u>3732</u>	<u>60</u>
Dodge	820	1038	994	44
(Reception)	709	725	684	41
(Institution)	111	313	310	3
Waupun	825	1173	1168	5
Green Bay	574	909	904	5
Columbia	441	672	666	6
<u>MEDIUM SECURITY INST.</u>	<u>4494</u>	<u>5704</u>	<u>5454</u>	<u>250</u>
Fox Lake	691	978	971	7
Jackson	673	648	608	40
Kettle Moraine	716	1123	1108	15
Oshkosh	1494	1677	1661	16
Racine	920	1278	1106	172
<u>MINIMUM SECURITY INST.</u>	<u>1297</u>	<u>2035</u>	<u>1944</u>	<u>91</u>
Oakhill	300	511	494	17
Center System	997	1524	1450	74
Northern Sector	516	834	801	33
Black River	50	82	81	1
Drug Abuse Center	125	195	193	2
Flambeau	50	71	67	4
Gordon	52	72	70	2
McNaughton	55	87	84	3
St. Croix	64	96	93	3
Sanger B. Powers	60	112	99	13
Winnebago	60	119	114	5
Southern Sector	481	690	649	41
Abode	30	50	37	13
John C. Burke	161	202	198	4
Kenosha	60	115	109	6
Marshall E. Sherrer	32	61	59	2
Oregon	78	112	111	1
St. John's	30	46	39	7
Thompson	90	104	96	8

	<u>Operating Capacity</u>	<u>Total Population</u>	<u>DAI</u>	<u>DIS</u>
<u>CONTRACT BEDS*</u>	<u>429</u>	<u>340</u>	<u>303</u>	<u>37</u>
Federal Facilities (up to 10 beds)		9	9	0
Chippewa County (up to 10 beds)		7	0	7
Dodge County (up to 16 beds)		7	4	3
Jackson County (up to 14 beds)		0	0	0
Jefferson County		33	28	5
Manitowoc County (up to 50 beds)		44	42	2
Outagamie County (up to 150 beds)		198	179	19
St. Croix County		25	24	1
Wood County		17	17	0
* Funded for 441 (including females) Not all available.				

<u>WRC (DCTF FACILITY)/</u>	<u>160</u>	<u>58</u>	<u>52</u>	<u>6</u>
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	<u>Operating Capacity</u>	<u>Total Population</u>	<u>DAI</u>	<u>DIS</u>
<u>SUB-FEMALE(ALL LOCATIONS)</u>	<u>498</u>	<u>638</u>	<u>557</u>	<u>34</u>
<u>DODGE RECEPTION CENTER</u>	<u>30</u>	<u>52</u>	<u>47</u>	<u>5</u>
<u>TAYCHEEDAH</u>	<u>314</u>	<u>387</u>	<u>374</u>	<u>13</u>
<u>MINIMUM SECURITY INST.</u>	<u>142</u>	<u>188</u>	<u>183</u>	<u>5</u>
Milwaukee Women's Center	42	42	41	1
Robert E. Ellsworth Center	100	146	142	4
<u>CONTRACT BEDS*</u>	<u>12</u>	<u>11</u>	<u>0</u>	<u>11</u>
Chippewa County Jail		1	0	1
Dodge County Jail		0	0	0
Jefferson County Jail		0	0	0
Outagamie County Jail		10	0	10
Wood County Jail		0	0	0

<u>Occupied Beds per s.301.055</u>		<u>Total</u>	<u>Male</u>	<u>Female</u>
		<u>12393</u>	<u>11761</u>	<u>632</u>

	<u>Operating Capacity</u>	
<u>DIVISION OF INTENSIVE SANCTIONS</u>	<u>2025</u>	<u>2040</u>
<u>SUBTOTAL-MALES</u>	<u>1782</u>	<u>1758</u>
Community Cases	1782	1314
Institution Cases /a	-	444
<u>SUBTOTAL-FEMALES</u>	<u>243</u>	<u>282</u>
Community Cases	243	248
Institution Cases /a	-	34

/a Included in institution totals.

<u>DIVISION OF PROBATION AND PAROLE</u>			
Population on September 1, 1996. Count includes 6907 absconders and 1744 probationers and 507 parolees supervised in other states under terms of the inter-state compact.			
	<u>Total</u>	<u>Probation</u>	<u>Parole</u>
<u>TOTAL ADULTS</u>	<u>61552</u>	<u>53579</u>	<u>7973</u>

State's prisons filled mostly with violent offenders

Wisconsin's prisons, despite the rhetoric of those making sociological statements, are not filled with nonviolent first-time offenders. They are populated, says a new study for the Wisconsin Policy Research Institute, mostly by repeat offenders, many of whom had physically harmed their victims.

The study was co-authored by Prof. John J. DiIulio Jr. and George Mitchell. DiIulio, of Princeton University and the Brookings Institution, is a nationally recognized expert on correctional policy. He has done other studies for WPRI on the subject. Mitchell, from Milwaukee, is on the Wisconsin Governor's Task Force on Corrections.

They studied 170 urban inmates in the state prison system, all from Milwaukee County which, with only 20% of the state's population, accounted in 1995 for 44.5% of prison

admissions. More than 22,000 Milwaukee County residents are in prison or on probation and parole.

DiIulio and Mitchell start their report with quotations from some who feel prisons are crowded with low-level

Journal and *Sentinel* merged), said: "Prison serves the community well by putting away violent offenders, but it does little to reduce or deter the broad range of lesser crimes that bedevil the criminal justice system."

And this, from the Robert M. La Follette Institute of Public Affairs in Madison: "Over half the offenders sent to prison in Wisconsin each year have committed a property offense and about 15% ... a drug offense. About 90% of these offenders have not committed any assaultive offense."

Wrong, say DiIulio and Mitchell, whose study of 3,500 pages of official inmate files "refutes the thesis that [such inmates] have been wrongly incarcerated." They found that:

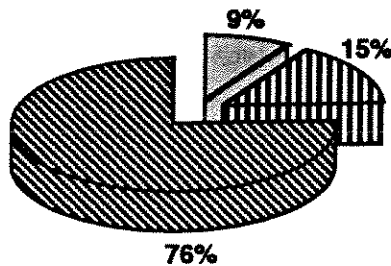
- Three of four were in prison for current violent crimes.
- Most in prison for current non-violent crime had committed violent crimes previously.
- About 91% had current or prior adult or juvenile convictions for violent crimes.
- Of the 7% in prison for drug offenses, none was sentenced solely for "possession" or as a drug user.
- 41% had committed their most recent crime while on probation or parole.

• Most inmates were from dysfunctional families. Drug and alcohol abuse was common among them, their parents and siblings.

"And that's just what's on their official records!" the report says. "Swept entirely under the rug are more serious crimes that the imprisoned drug and property offenders have plea-bargained away."

How can citizens inoculate themselves against false claims about who goes to prison? One way is to seek

Urban inmates with current or prior violent crimes



WPRI graph

drug criminals or first-time, non-violent offenders who might be safely released into community supervision. For example, a *Milwaukee Journal* editorial of March 3, 1995 (just before the

Will Wisconsin drivers pay tolls? Lack of funds might force them to

Although toll roads in Wisconsin may be only a remote possibility now, a study for the Wisconsin Policy Research Institute shows they may very well be needed later to fund a \$8.9 billion shortfall for road maintenance over the next 25 years.

WPRI's study was done by Robert Poole Jr., founder and president of the Reason Foundation in Los Angeles. Considered the world's leading expert in privatization, he has bachelor's and master's engineering degrees from the Massachusetts Institute of Technology, and has advised the U. S. and California Departments of Transportation.

"Whenever I pay tolls in Illinois," said WPRI President James H. Miller,

"I always wonder why we pay Illinois to use their highways while they travel toll free here. Maybe it is time to have them pay for the privilege of coming here. That is an inducement many Wisconsin taxpayers would favor."

Poole says Wisconsin's excellent but aging highway system will need major reconstruction over the next 25 years. But funding is short. The state Department of Transportation (DOT) projects the \$8.9 billion shortfall over that period.

One way to solve this, Poole says, is for Wisconsin to solicit private sector bids to invest \$3.1 billion in rebuilding and modernizing the rural and urban Interstate system. The investment

\$8.9 billion maintenance shortfall could push state toward tollways

Continued from page 1

would be recovered from tolls charged to use those highways.

Poole admits that current traffic loads do not appear to make Wisconsin tollways feasible now. But interest is expected to grow as the problem grows and becomes more apparent.

In 1994, Poole said, Wisconsin's highways and bridges were in relatively good shape. The adjacent table shows how Wisconsin's roadways scored on the Pavement Serviceability Index (PSI). This measurement of rideability is produced by WisDOT using a specially equipped vehicle. Eight and one-half percent of the state's Interstate System was measured by the PSI at 2.5 or below — the threshold for repair work. Three times that ratio, 28% of non-Interstate highways, needed repair.

A more-stringent measure than the PSI is the Pavement Distress Index (PDI), which shows 12% of the state's Interstate System and 13% of the non-Interstate highways needing work.

Another measurement shows that 6% of Interstate bridges and 10% of non-Interstate bridges need work.

Already, Milwaukee's freeway system, most of it part of the I-system and built in the 1960s, cannot handle traffic peaks. Infrastructure is crumbling. Estimates on rebuilding the metro Milwaukee's east-west corridor alone, between downtown Milwaukee and Waukesha County, range from \$1 billion for a quick fix to \$2.8 billion to do it right.

Poole says the most likely tollway candidates in Wisconsin are I-43, which goes through Milwaukee on its Beloit to Green Bay route, I-90 from Beloit to the Mississippi River north of La Crosse, I-94 from the Illinois line near Kenosha through Milwaukee to Hudson near the Twin Cities, and I-794 and I-894 in Milwaukee. Other possibilities include sections of US 51 from Beloit to Hurley, US 10 between Appleton and Stevens Point, and much of US 151 from Madison to Fond du Lac.

Several other states and metro areas now have toll highways or are seriously planning them. One opened in December in California's Orange County to

alleviate rush hour gridlock.

What makes new toll highways feasible is user-friendly electronic toll collection. Passenger cars and trucks, with debit or credit cards and equipped with electronic tags, do not even have to slow down as they pass toll recorders.

Toll roads are common around the world's congested areas. Public-private partnerships provide the major motorway systems of France and Italy. They're also used in Australia, China, Hong Kong, Malaysia, and Thailand, and in 12 U. S. states and

repayment of grants for highways financed largely with federal funds.

Wisconsin has 11,130 miles of state and federal (I-System) highways and 99,240 miles of local roads. Traffic volume is increasing fast.

Wisconsin now spends about \$2 billion a year on highways. Motorists pay \$429 million in federal and \$845 million in state user taxes. In addition, local governments spend \$884 in property taxes and from other sources for local streets and roads.

Condition of Wisconsin Highways (Pavement Serviceability Index)

PSI	Interstate	Non-Interstate
Above 3.5	61.5%	40%
3.0-3.5	20.0%	16%
2.5-3.0	10.0%	16%
2.01-2.50	4.5%	15%
Below 2.0	4.0%	13%

This is how Wisconsin highways scored on 1994's Pavement Serviceability Index (PSI), a measure of rideability carried out by the Wisconsin Department of Transportation (DOT). Only 8.5% of the Interstate System was measured at 2.5 or below, considered the threshold for repair work. For non-Interstates, 28% needed repair.

Puerto Rico.

Many of these have been developed under a public-private partnership called "build-operate-transfer" (BOT). With BOT, long-term franchises are awarded to private consortiums that finance, design, build and operate tollways. At the end of the franchise period, title reverts to government which then can either operate the tollway itself or get a new operator.

What might attract skeptical Wisconsin taxpayers to toll roads is potential property tax relief. "Besides avoiding more than \$3 billion in rebuilding costs," Poole says, "[tollways] would generate several billion dollars in revenues which could cover a portion of local road costs now paid for by property taxes and permit significant tax relief."

Poole also lists tollway disadvantages: Public feeling that it would be "paying twice" for roads their taxes already built, dislike of cumbersome, time-delaying toll booths, diversion of traffic onto local roads by those avoiding tolls, truckers' opposition, and

Tollway pros and cons

Robert W. Poole Jr., author of WPRI's study, listed these pros and cons of tollways:

Disadvantages

- "Paying twice" irritates those who resent paying again for roads they've already funded with gasoline taxes.

But there's still a big gap between taxes paid and funds needed. And excess toll funds can cut property taxes.

- Inconvenience of waiting in long lines to throw coins into bins. But new collection methods use electronic tags on vehicles and collect with credit

or debit cards. Drivers don't have to stop or even slow down, and they can get discounts for off-peak-hour use.

- Fear that toll-avoidance may crowd locals roads is legitimate, and is in the 11-20% range, not enough to cause major congestion and wear and tear.

- Truckers' opposition is likely, but one study showed truckers saving up to 1.8¢ a mile on tollways.

- The federal government must be repaid for highways it built, but these rules are changing.

Advantages

- Tollways are better maintained than "free" highways. Bondholders insist on it to protect their investments. State agencies have no such pressure. Their money, appropriated by legislatures, can often cause "deferred maintenance."

- Accident rates are 33% better — 0.6 fatalities per 100 million vehicle miles vs. 0.9 on "free" Interstates.

- Relief from congestion is achieved through higher tolls at rush hours. Norway's three largest cities use "toll rings" around their downtowns. □