

1999 DRAFTING REQUEST

Bill

Received: 10/5/98

Received By: olsenje

Wanted: As time permits

Identical to LRB:

For: Frank Boyle (608) 266-0640

By/Representing: Himself

This file may be shown to any legislator: NO

Drafter: olsenje

May Contact:

Alt. Drafters: champra

Subject: Correctional System - prisons

Extra Copies:

Pre Topic:

No specific pre topic given

Topic:

Contracts for incarceration of prison inmates in other states

Instructions:

See Attached

Drafting History:

<u>Vers.</u>	<u>Drafted</u>	<u>Reviewed</u>	<u>Typed</u>	<u>Proofed</u>	<u>Submitted</u>	<u>Jacketed</u>	<u>Required</u>
/P1	olsenje 12/10/98	jgeller 12/12/98	lpaasch 12/14/98	_____	lrb_docadmin 12/14/98		State
	olsenje 03/3/99	jgeller 03/3/99		_____			
/1			lpaasch 03/4/99	_____	lrb_docadmin 03/4/99	lrb_docadmin	State 03/4/99

FE Sent For:

G 04-21-99

<END>

1999 DRAFTING REQUEST

Bill

Received: 10/5/98

Received By: olsenje

Wanted: As time permits

Identical to LRB:

For: Frank Boyle (608) 266-0640

By/Representing: Himself

This file may be shown to any legislator: NO

Drafter: olsenje

May Contact:

Alt. Drafters: champra

Subject: Correctional System - prisons

Extra Copies:

Topic:

Contracts for incarceration of prison inmates in other states

Instructions:

See Attached

Drafting History:

<u>Vers.</u>	<u>Drafted</u>	<u>Reviewed</u>	<u>Typed</u>	<u>Proofed</u>	<u>Submitted</u>	<u>Jacketed</u>	<u>Required</u>
/P1	olsenje 12/10/98	jgeller 12/12/98	lpaasch 12/14/98	_____	lrb_docadmin 12/14/98		State

FE Sent For:

1 3/3 jlg 342P. 3727.  
 \_\_\_\_\_  
 <END>

Jacket "1"  
 for Assembly  
 JED

### 1999 DRAFTING REQUEST

#### Bill

Received: 10/5/98

Received By: **olsenje**

Wanted: **As time permits**

Identical to LRB:

For: **Frank Boyle (608) 266-0640**

By/Representing: **Himself**

This file may be shown to any legislator: **NO**

Drafter: **olsenje**

May Contact:

Alt. Drafters: **champra**

Subject: **Correctional System - prisons**

Extra Copies:

#### Topic:

Contracts for incarceration of prison inmates in other states

#### Instructions:

See Attached

#### Drafting History:

<u>Vers.</u>	<u>Drafted</u>	<u>Reviewed</u>	<u>Typed</u>	<u>Proofed</u>	<u>Submitted</u>	<u>Jacketed</u>	<u>Required</u>
1?	olsenje	1/1 12/12 JLG	12/14 L.P.	12/14 L.P. <u>hmt</u>			

FE Sent For:

<END>

Submit "P" drafts

JEG

Rep. Boyle - Mtg. 9/30 @ 11:30

Keep prisoners in WI

- transition

(\*) → "Prospective repeal" - no-one sent after eff. date

→ ~~Bring them back by date certain → DT Finance to approve a plan?~~

→ Will law change result K? <sup>If not</sup> ... what?

- All? - (Yes)

- Fed?

- MN

- Texas City?

- Private?

- Compact - signatory

Fiscal effect - can we talk to LFB? Yes

Section #. 301.21 of the statutes is amended to read:

**301.21 Contracts for the transfer and confinement of Wisconsin prisoners in other states.**

(1m) (a) The department may enter into one or more contracts with another state or a political subdivision of another state for the transfer and confinement in that state of prisoners who have been committed to the custody of the department. Any such contract shall provide for all of the following:

1. A termination date.
2. Provisions concerning the costs of prisoner maintenance, extraordinary medical and dental expenses and any participation in or receipt by inmates of rehabilitative or correctional services, facilities, programs or treatment, including those costs not reasonably included as part of normal maintenance.
3. Provisions concerning any participation in programs of inmate employment if any, the disposition or crediting of any payments received by inmates on account of employment, and the crediting of proceeds from or disposal of any products resulting from employment.
4. Delivery and retaking of inmates.
5. Waiver of extradition by Wisconsin and the state to which the prisoners are transferred.
6. Retention of jurisdiction of the prisoners transferred by Wisconsin.
7. Regular reporting procedures concerning Wisconsin prisoners by officials of the state or political subdivision with which the department is contracting.
8. Provisions concerning procedures for probation, parole, extended supervision and discharge.
9. The same standards of reasonable and humane care as the prisoners would receive in an appropriate Wisconsin institution.
10. Any other matters as are necessary and appropriate to fix the obligations, responsibilities and rights of Wisconsin and the state or political subdivision with which the department is contracting.

(b) Inmates from Wisconsin state prisons while in an institution in another state are subject to all provisions of law and regulation concerning the confinement of persons committed for violations

of the laws of that state, except as otherwise provided for by any contract entered into under this subsection.

(c) Any hearing to consider parole to which an inmate confined under this contract may be entitled by the laws of Wisconsin will be conducted by the Wisconsin parole commission under rules of the department.

(d) Sections 16.75 and 301.08 (2) do not apply to contracts entered into under this subsection.

(e) The provisions of this subsection are severable, as provided in s. 990.001 (11). The provisions of any contract entered into under this subsection are severable. If any provision of such a contract is invalid, or if the application of a provision of the contract to any person or circumstance is invalid, the invalidity does not affect other provisions or applications which can be given effect without the invalid provision or application.

**(2m)** (a) The department may enter into one or more contracts with a private person for the transfer and confinement in another state of prisoners who have been committed to the custody of the department. Any such contract shall provide for all of the following

1. A termination date.
2. Provisions concerning the costs of prisoner maintenance, extraordinary medical and dental expenses and any participation in or receipt by prisoners of rehabilitative or correctional services, facilities, programs or treatment, including those costs not reasonably included as part of normal maintenance.
3. Provisions concerning any participation in programs of prisoner employment if any, the disposition or crediting of any payments received by prisoners on account of employment, and the crediting of proceeds from or disposal of any products resulting from employment.
4. Delivery and retaking of prisoners.
5. Regular reporting procedures concerning Wisconsin prisoners by the private person with which the department is contracting.
6. Provisions concerning procedures for probation, parole, extended supervision and discharge.

7. The same standards of reasonable and humane care as the prisoners would receive in an appropriate Wisconsin institution.

8. Any other matters as are necessary and appropriate to fix the obligations, responsibilities and rights of Wisconsin and the private person with which the department is contracting.

(b) While in an institution in another state covered by a contract under this subsection, Wisconsin prisoners are subject to all provisions of law and regulation concerning the confinement of persons in that institution under the laws of that state.

(c) Any hearing to consider parole to which a prisoner confined under a contract under this subsection may be entitled by the laws of Wisconsin shall be conducted by the Wisconsin parole commission under rules of the department.

(e) The provisions of any contract entered into under this subsection are severable. If any provision of such a contract is invalid, or if the application of a provision of the contract to any person or circumstance is invalid, the invalidity does not affect other provisions or applications which can be given effect without the invalid provision or application.

(6) Contracts under this section are subject to approval under s. 302.26, except that for purposes of s. 302.26 this section constitutes legislative approval of contracts between the department and the state of Minnesota.

**History:** 1981 c. 20; 1983 a. 27; 1989 a. 31 s. 965; Stats. 1989 s. 301.21; 1995 a. 344; 1997 a. 27, 283.

State  
TENNESSEE (CCA)      Date of IC      3/6/98      Term/Renewal  
1 year / 2 add'l

FEDS (BOP)      5/9/90      1-yr periods  
Term upon 60  
days written notice  
Until terminated  
→ upon 60 days  
written notice

TENN/ORLA (CCA)      6/30/99      ~~1 yr / additional~~  
addendum to  
3/6/98 K

TEXAS COUNTIES      7/96      10/15/96 - 6/30/97;  
1 yr extensions  
30 day written  
notice to  
terminate  
Currently extended  
to 6/30/99





U.S. Department of Justice

Federal Bureau of Prisons

---

Washington, DC 20534

April 9, 1997

Dick Verhagen, Assistant Administrator  
Division of Adult Institution  
Wisconsin Department of Corrections  
P.O. Box 7925  
149 East Wilson Street  
Madison, Wisconsin 53707-7925

Dear Mr. Verhagen:

Enclosed is a fully signed original of Modification 2 to Intergovernmental Agreement 188-0 between the Wisconsin Department of Corrections and the Federal Bureau of Prisons (BOP) for the custody, housing, and treatment of Wisconsin prisoners located in BOP facilities. Modification 2 revises mailing address, overpayment, transfer, and termination provisions. This modification also includes the addition of provisions addressing reports and nondiscrimination/affirmative action.

If you have any questions, please call me or Creighton Borden, Chief, Property Management, at (202) 307-2068.

Sincerely,

A handwritten signature in black ink, appearing to read "Craig H. Onger", is written over a circular stamp.

Craig H. Onger Chief  
Procurement and Property Branch

Enclosure

MODIFICATION NUMBER TWO  
TO  
INTERGOVERNMENTAL AGREEMENT (IGA) 188-0  
BETWEEN  
THE STATE OF WISCONSIN  
AND  
FEDERAL BUREAU OF PRISONS

The following numbered paragraphs of the existing Agreement are added in accordance with paragraph 19 of the original agreement:

3. PAYMENT: In consideration for the BOP's performance under the terms and conditions of this Agreement, the State shall make payment to the BOP for each State inmate accepted and housed by BOP. Payment will be made at a rate equal to the cost per inmate per day of the federal institution at which the inmate is housed. This rate, which shall be established by BOP, is the per diem rate for the support of one inmate per manday and shall include the day of arrival but not the day of departure.
4. BILLING PROCEDURES:
  - (A) Invoices-Invoices shall itemize each inmate by name, register number, dates of stay, and appropriate manday rate. Billing shall be based upon the actual number of mandays used. The invoices will be based upon the established daily per diem rate for each institution. The per diem rates will be adjusted on a quarterly basis.
  - (B) Invoices Submission-BOP shall submit all invoices to the State at the following address:

Wisconsin Department of Corrections  
Attn: Dick Verhagen, Assistant Administrator  
Division of Adult Institutions  
P.O. Box 7925  
149 East Wilson St.  
Madison, WI 53707-7925
  - (C) Payment-State shall make payments to BOP on a monthly basis promptly after receipt of an appropriate invoice which shall contain a remittance address.
5. OVERPAYMENT: If it is determined that the State has overpaid BOP, all such overpaid amount shall be repaid immediately. the State may deduct any overpayment from a future payment to BOP.
9. TRANSFER OF INMATE FUNDS: General accounts belonging to a transferred inmate shall transfer with the inmates.

18. TERMINATION: This Agreement may be terminated by either party upon sixty (60) days written notice to the other party. Within a reasonable time of the giving or receipt of such notice, the State shall retake custody of all inmates transferred to BOP under this Agreement.

The State reserves the right to cancel this contract in whole or in part without penalty due to nonappropriation of funds. Nothing contained herein shall be construed to obligate the BOP to any expenditure or obligation of funds in excess or in advance of appropriations in violation of the Anti-Deficiency Act, 31 U.S.C., Section 13341, as amended.

21. MAILING ADDRESSES: All notices, reports, applications, and correspondence to the respective parties to this Agreement shall be sent to the following:

State of Wisconsin  
Wisconsin Department of Corrections  
Attention: Dick Verhagen, Assistant Administrator  
Division of Adult Institutions  
149 East Wilson St.  
P.O. Box 7925  
Madison, WI 53707-7925

Federal Bureau of Prisons  
Office of Procurement and Property  
Attention: Craig H. Unger, Chief  
Federal Bureau of Prisons  
320 First St., NW, Room 600  
Washington, DC 20534

The following paragraphs shall be added to the Agreement:


22. RECORDS AND REPORTS: At such intervals as requested, the BOP shall furnish the State 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 State.

23. NONDISCRIMINATION/AFFIRMATIVE ACTION: In connection with the performance of work under this contract, the BOP agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability, sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or

transfer, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Except with respect to sexual orientation, the BOP further agrees to take affirmative action to ensure equal employment opportunities.


ALL REMAINING PROVISION OF THE ORIGINAL AGREEMENT, IGA-188-0, REMAIN UNAFFECTED. IN WITNESS WHEREOF, the undersigned duly authorized officers have subscribed their names on behalf of the State of Wisconsin and the Federal Bureau of Prisons:

The State of Wisconsin

  
\_\_\_\_\_  
Michael J. Sullivan, Secretary  
Department of Corrections

3/26/97  
Date

Federal Bureau of Prisons

  
\_\_\_\_\_  
Craig H. Unger, Chief  
Procurement and Property Branch

4-7-97  
Date

MODIFICATION NUMBER ONE

to

INTERGOVERNMENTAL AGREEMENT (IGA) 188-0

Between

THE STATE OF WISCONSIN

and

FEDERAL BUREAU OF PRISONS

This Agreement is modified to include provisions for the even exchange of inmates between the State of Wisconsin and the Federal Bureau of Prisons (BOP) in accordance with Paragraph 19 of the original Agreement. The modification of the Agreement is as follows:

The (BOP) agrees to the exchange of ten BOP inmates to be housed in the State of Wisconsin facilities for ten State of Wisconsin inmates to be housed in BOP facilities on a one for one basis. This exchange will be at no cost to either party in accordance with 18 U.S.C., section 5003 (a)(3) which provides for the exchange of inmates between the BOP and the States. The BOP is not statutorily, contractually, or otherwise obligated to provide compensation for the Federal Inmates sent to the Wisconsin correctional systems, provided that both parties agree to the terms of the exchange, per 18 U.S.C., section 5003 (a)(2)(B-C).

The state agrees to provide custody, care, and treatment of BOP inmates in accordance with the same standards as outlined in the original Agreement. Noncompliance may lead to cancellation of this Agreement.

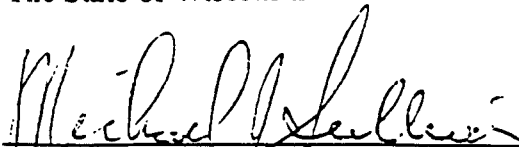
Paragraphs 3, 4, and 5 are hereby deleted from this Agreement. All other standards or requirements as set forth in the original agreement apply equally to the BOP and the State of Wisconsin.

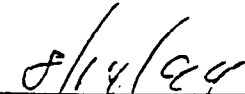
The State of Wisconsin will provide quarterly reports to the Chief, Procurement and Property Branch, Federal Bureau of Prisons, indicating the name, register number, and location of the BOP inmates incarcerated in Wisconsin facilities under the terms of this Agreement to the following address:

Federal Bureau of Prisons  
Procurement and Property Branch  
320 First Street, N.W. - 5006  
Washington, D.C. 20534  
Attn: Property Management


IN WITNESS WHEREOF, the undersigned duly authorized officers have subscribed their names on behalf of the State of Wisconsin and the Federal Bureau of Prisons:

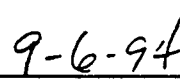
The State of Wisconsin

  
\_\_\_\_\_  
Michael J. Sullivan, Secretary  
Department of Corrections

  
\_\_\_\_\_  
Date

Federal Bureau of Prisons

  
\_\_\_\_\_  
Craig H. Unger, Chief  
Procurement and Property Branch

  
\_\_\_\_\_  
Date



Washington, D C. 20534

INTERGOVERNMENTAL AGREEMENT

State of Wisconsin

IGA Number IGA-188-0

This Agreement is entered into between the U.S. Department of Justice, Federal Bureau of Prisons, referred to herein as "BOP", and the State of Wisconsin, referred to herein as "State", pursuant to the authority of 18 USC 5003 and under the exception to the Federal Grant and Cooperative Agreement Act of 1977 (P.L. 95-224) granted by the Office of Management and Budget, and Wisconsin Stats. 46.03 (17) (c).

WHEREAS, the BOP is willing to house sentenced State prisoners in return for appropriate reimbursement from the State,

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. PERFORMANCE: Subject to the availability of suitable space, BOP agrees to accept sentenced State prisoners, referred to herein as "inmates," from the State, and to undertake their custody, housing, safekeeping, and subsistence at a Federal detention facility.
2. PERIOD OF PERFORMANCE: This agreement shall become effective upon the date of acceptance by the BOP and remain in effect until amended, superseded, or terminated as provided herein.—
3. PAYMENT: In consideration for the BOP's performance under the terms and conditions of this Agreement, the State shall make payment to the BOP for each State inmate accepted and housed by BOP. Payment will be made at a rate equal to the cost per inmate per day of the Federal institution at which the inmate is housed. This rate, which shall be established by BOP, is the per diem rate for the support of one inmate per manday and shall include the day of arrival but not the day of departure.

4. BILLING PROCEDURE:

(A) Invoices - Invoices shall itemize each inmate by name, register number, dates of stay, and appropriate manday rate. Billing shall be based upon the actual number of mandays used. The invoices will be based upon the established daily per diem rate for each institution. The per diem rates will be adjusted on a quarterly basis.

(B) Invoices Submission - BOP shall submit all invoices to the State at the following address:

Wisconsin Division of Corrections  
Attn: Pamela J. Brandon, Assistant Administrator  
P.O. Box ~~850~~ 7125  
1 West Wilson Street  
Madison, Wisconsin 53707-~~7850~~  
7125

(C) Payment - State shall make payments to BOP on a monthly basis promptly after receipt of an appropriate invoice which shall contain a remittance address.

5. OVERPAYMENT: If it is determined that the State has overpaid BOP, all such overpaid amounts shall be repaid immediately.

6. APPLICATION FOR TRANSFER: A written application shall be submitted by the State to BOP requesting permission to transfer a State inmate to the care and custody of BOP. A separate application shall be submitted for each inmate proposed for transfer.

—Each application for transfer shall include the — following:

(a) Copies of all relevant documents which relate to the inmate's case history, physical and clinical record;

(b) Certified copies of all judicial and administrative rulings and orders relating to the inmate and the sentence(s) pursuant to which confinement is to be had or continue; and

(c) Reason(s) for the requested transfer.



7. DELIVERY OF INMATE: Upon receipt of approval from the BOP, the State, at its own expense, shall deliver the inmate to be transferred at a location agreed upon by the parties.
8. TRANSPORTATION COSTS: All costs incident to the transfer of an inmate, as well as transportation costs related to the release of an inmate, shall be the responsibility of the State.
9. TRANSFER OF INMATE FUNDS: Funds belonging to a transferred inmate shall, upon written application by the inmate, be transmitted to the State Inmate Trust Fund.
10. RESPONSIBILITY FOR CUSTODY: It shall be the responsibility of BOP to provide for the custody, housing, safekeeping, and subsistence of sentenced inmates accepted from the State under the terms of this Agreement.
11. MEDICAL SERVICES: State inmates shall receive the same degree of medical care and attention regularly provided by BOP. The cost of any special or extraordinary medical services, including transportation, medication, equipment, and surgical or nursing care, shall be paid by the State.  
  
In the event of emergency, BOP shall proceed immediately with necessary medical treatment. In such event, BOP shall notify the State as soon as practicable regarding the nature of the transferred inmate's illness or injury, type of treatment provided, and the estimated cost thereof.
12. DISCIPLINE: In accordance with Wolff v. McDonnell, 94 S Ct. 2963, 418 US 539, 41 L.ED. 2d 935, BOP shall have physical control over, and power to exercise disciplinary authority upon, a transferred inmate. While in the custody of BOP, the inmate shall be ~~subject~~ to Federal laws, rules, and regulations not inconsistent with the sentence imposed. Nothing contained herein shall be construed to authorize or permit the imposition of a discipline prohibited by law.
13. ESCAPE: If a transferred inmate escapes, BOP shall promptly notify the State and shall thereafter have the primary responsibility and authority to direct the pursuit and retaking of such escaped inmate. BOP shall use all reasonable means to recapture the escaped inmate. All reasonable costs in connection therewith shall be borne by BOP.

14. DEATH OF INMATE: In the event of the death of a transferred inmate, BOP shall immediately notify the State of the death, furnish information as requested, and follow appropriate instructions with regard to the disposition of the body.

The body shall not be released except upon written order of the State. All expenses relative to the necessary preparation and disposition of the body, as well as the duty to notify the nearest relative of the deceased inmate, will be the responsibility of the State.

The provisions of this paragraph shall govern only the contractual relationship between BOP and the State, and shall not affect the responsibility of relatives or other persons for the disposition of the deceased and for expenses connected therewith.

15. INTER-INSTITUTIONAL TRANSFERS: BOP may relocate a State inmate from one detention facility under its control to another whenever it seems such action is appropriate. Notice of such transfer shall immediately be sent to the State. All costs associated with any inter-institutional transfers of a State inmate because of medical or discipline reasons shall be paid by the State.

16. RETAKEING OF INMATES UPON RELEASE: Upon the lawful termination of an inmate's commitment, the State shall accept delivery of the inmate at its own expense. However, by agreement between the parties and the inmate, such inmate may be discharged, conditionally or otherwise, at a mutually agreed upon location.

17. GRATUITIES AND EXPENSES UPON RELEASE: Clothing and supply gratuities attendant to the release of a State inmate shall be at the expense of the State.

18. TERMINATION: This Agreement may be terminated by either party upon sixty (60) days written notice to the other party. Within a reasonable time of the giving or receipt of such notice, the State shall retake custody of all inmates transferred to BOP under this Agreement.

19. MODIFICATION: This Agreement may be modified or amended by mutual agreement of the parties.

20. OTHER CONTRACTS UNAFFECTED: Nothing contained in this Agreement shall be construed to abrogate, impair, alter, or amend any agreement or contract now in effect between the parties relating to the confinement and care of State or Federal inmates.

21. MAILING ADDRESSES: All notices, reports, applications, and correspondence to the respective parties to this Agreement shall be sent to the following:

State of Wisconsin

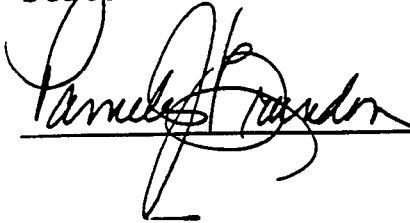
Wisconsin Division of Corrections  
1 West Wilson Street, P.O. Box ~~7850~~ 7125  
Madison, Wisconsin 53707-~~7850~~  
7125

Federal Bureau of Prisons

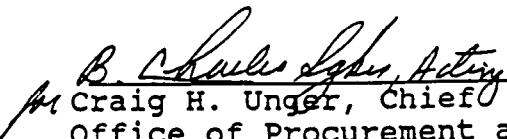
Office of Procurement and Property  
Federal Bureau of Prisons  
320 First St., N.W., Room 600  
Washington, D.C. 20534

IN WITNESS WHEREOF, the undersigned duly authorized officers have subscribed their names on behalf of the State of Wisconsin and the Federal Bureau of Prisons:

State of Wisconsin

  
Date 5.9.90

Federal Bureau of Prisons

  
Date 4/23/91  
Craig H. Unger, Chief  
Office of Procurement and  
Property

ADDENDUM TO  
CONTRACTUAL SERVICES CONTRACT  
BETWEEN CORRECTIONS CORPORATION OF AMERICA AND  
DEPARTMENT OF CORRECTIONS CONTRACT

This contract addendum is made and entered into this 30<sup>th</sup> day of January, 1998, by and between the State of Wisconsin, Department of Corrections, having its principal office at 149 East Wilson Street, Madison, Wisconsin, 53703, hereinafter referred to as the "Department", and Corrections Corporation of America, a corporation organized under the laws of the State of Tennessee, having its principal office at 10 Burton Hills Boulevard, Nashville, Tennessee, 37215, hereinafter referred to as "Contractor", to amend the Contract made and entered into between the Department and the Contractor on March 6, 1998.

WHEREAS, the Department is authorized pursuant to sec. 301.21, Stats., to enter into contracts for the transfer and confinement in another state of inmates who have been committed to the custody of the Department, and

WHEREAS, in accordance with the terms and conditions of Request for Proposal # C-461, on November 26, 1997, the Contractor submitted a Proposal to the Department and has been selected by the Department to house inmates committed to the Department, and

WHEREAS, a need has arisen to place an additional six hundred (600) Wisconsin inmates at out-of-state facilities, and

WHEREAS, the Department is authorized by statute and by the Wisconsin legislature's Joint Finance Committee to enter into this Addendum pursuant to which the Contractor will provide housing and other contractual services for certain inmates, and

NOW, THEREFORE, in consideration of the promises, covenants and agreements contained herein, the parties mutually agree the contract between the parties dated March 6, 1998, is hereby amended as follows:

1.0 INMATES

The Department will forward an additional three hundred (300) male inmates to the Facility called Hardeman County 2 in the Contract made between the parties on

March 6, 1998, for a total of 1,500 inmates. Said facility is now named Whiteville Correctional Facility.

The Department will also forward an additional three hundred (300) male inmates to the Contractor's North Fork Correctional Facility in Sayre, Oklahoma.

The above six hundred (600) inmates shall be transferred into the Contractor's facilities during the balance of 1998, subject to the Wisconsin legislature's Joint Finance Committee's approval of this Addendum and availability of funds.

2.0 FUNDS AVAILABLE AND AUTHORIZED

The Department has sufficient funds currently available and authorized for expenditure to finance the costs of transferring a total of 1,800 inmates to the Contractor's facilities in Tennessee and Oklahoma.

3.0 TERMS AND CONDITIONS

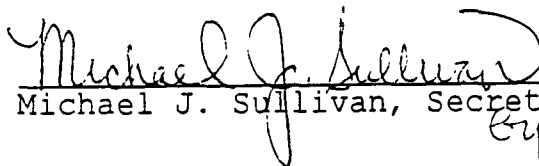
All other terms and conditions of the aforementioned Contract made between the Contractor and the Department on March 6, 1998, remain in effect unchanged by this Addendum.

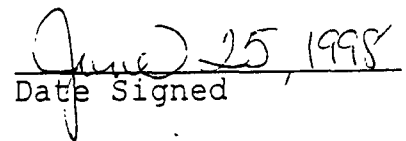
4.0 EFFECTIVE DATE

This Addendum is effective June 26, 1998.

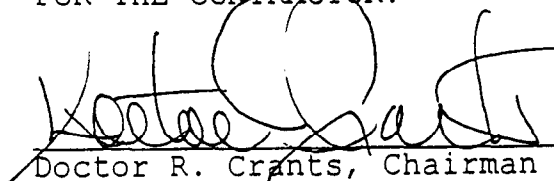
IN WITNESS WHEREOF, the parties hereunto affix their signatures below:

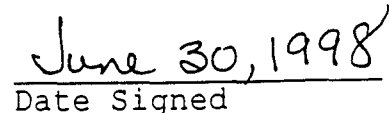
FOR THE DEPARTMENT OF CORRECTIONS:

  
Michael J. Sullivan, Secretary  
By *HMB*

  
Date Signed

FOR THE CONTRACTOR:

  
Doctor R. Crants, Chairman and CEO

  
Date Signed

CONTRACTUAL SERVICES CONTRACT  
BETWEEN  
CORRECTIONS CORPORATION OF AMERICA  
AND  
STATE OF WISCONSIN  
DEPARTMENT OF CORRECTIONS

THIS CONTRACT, is made this 6th day of March, 1998, by and between the State of Wisconsin, Department of Corrections, having its principal office at 149 East Wilson Street, Madison, Wisconsin, 53702, hereinafter referred to as the "Department" and Corrections Corporation of America, a corporation organized under the laws of the State of Tennessee, having its principal office at 10 Burton Hills Boulevard, Nashville, Tennessee, 37215, hereinafter referred to as "Contractor".

WHEREAS, the Department is authorized pursuant to sec. 301.21, Stats., to enter into contracts for the transfer and confinement in another state of inmates who have been committed to the custody of the Department, and

WHEREAS, in accordance with the terms and conditions of Request for Proposal # C-461, on November 26, 1997, the Contractor submitted a Proposal to the Department and has been selected by the Department to house inmates committed to the Department, and

WHEREAS, the Department is authorized by statute to enter into this Agreement pursuant to which the Contractor will provide housing and care for certain inmates,

NOW, THEREFORE, in consideration of the promises, covenants and agreements contained herein, the parties hereto mutually agree as follows:

ARTICLE 1  
DEFINITIONS

ACA – means American Correctional Association

ACA Standards – means the Standards for Adult Correctional Institutions, Third Edition, as same may be modified, amended or supplemented in the future, published by ACA.

Contract Administrator – means the person appointed by the Department or designee, who shall work for and be paid by the Department to act as the official liaison between the Department and Contractor on all matters pertaining to the services provided under this Contract.

Facilities – means the Hardeman County 1 and Hardeman County 2 secure correctional facilities located in Hardeman County, Tennessee.

Inmate – means any adult male committed to the Department and assigned to the Facilities.

Manday – means each day an inmate is admitted to the Facilities including the first but not the last day of incarceration.

Service Commencement Date – means the first day inmates are received and incarcerated at the Facilities pursuant to this Contract.

State – means the State of Wisconsin.

Unforeseen Circumstances – means those acts or occurrences beyond the reasonable contemplation of the parties at the time of the execution of this Contract which materially alter the financial conditions upon which this Contract is based, including the failure of the Wisconsin legislature's Joint Finance Committee to approve this Agreement or appropriate funds to continue this Contract.

## ARTICLE 2 TERM OF THE CONTRACT

- 2.0 The Contract shall be effective on the contract execution date and shall run for one (1) year from that date, with an option by mutual agreement of the Department and Contractor, to renew for 2 (two) additional 1 (one)-year periods.
- 2.1 This Contract may be canceled, with or without cause, by either party without penalty upon sixty (60) days advance written notice given by Certified Mail with return receipt requested. Notices to the respective parties of this Contract shall be sent in accordance with the Article dealing with Notices.
- 2.2 The Department may cancel this Contract in whole or in part without penalty due to nonappropriation of funds or failure of the Contractor to comply with terms, conditions and specifications of this Contract.

## ARTICLE 3 INMATES

- 3.0 Contractor agrees to securely house and provide services for up to twelve hundred (1,200) male inmates at the Facilities. Offenders assigned will be adult males. The Contractor may transfer any of the inmates between the Facilities without the Department's prior approval but will notify the Department of such transfer by the close of the business day following the transfer. After the initial transfer of inmates to the Facilities, it is anticipated that Hardeman 1 will house approximately 200 inmates and Hardeman 2 will house 1,000 inmates. The Department, subject to the Wisconsin legislature's Joint Finance Committee's approval of this Contract and availability of funds, shall transfer inmates to the Facilities in accordance with the following schedule:

February, 1998	200 inmates to Hardeman 1 Facility;
March, 1998	200 inmates to Hardeman 1 Facility;
July, 1998	400 inmates to Hardeman 2 Facility; and
August, 1998	400 inmates to Hardeman 2 Facility.

### 3.1 WORK STATEMENT

- 3.1.1 The Contractor shall provide confinement, care, treatment and rehabilitation for male inmates, transferred by the Department to the Contractor. Inmates shall be housed at the Contractor's correctional facilities in medium and maximum custody.
- 3.1.2 The Contractor shall perform the services set forth in this contract in accordance with federal, state and local laws, and ACA Standards in such a manner as to ensure equitable treatment of all inmates, regardless of race, religion, color, or national origin.

### 3.2. DELIVERY OF INMATE

The Contractor agrees it will provide and be responsible for the transportation of inmates to the Facilities and locally for medical appointments, emergency medical care and court appearances. The Contractor will provide and be responsible for the cost of transporting groups of ten(10) or more inmates back to Wisconsin while the Department agrees to be responsible for the transportation of groups of less than ten (10) inmates back to Wisconsin.

### 3.3 TRANSFER OF FUNDS

The Contractor shall establish and maintain a system to account for inmate general account (commissary) funds in accordance with Department Policies and ACA Standards. The Contractor shall credit to the inmates' accounts all funds due the inmates either from the Contractor or Department. Upon return of the inmates to the custody of Department, the Contractor shall transfer, within seven (7) calendar days, to Department, the balance remaining in the inmates' accounts. This shall include any moneys owed to the inmates by the Contractor at the time of the transfer. Contractor will provide the Department with a copy of accounting transactions of any inmate upon request within five (5) business days. Upon return of inmates to the Department, copies of all accounting transaction records for inmates shall be provided by Contractor. The handling of such funds shall be in accordance with the Department's policies and procedures.

### 3.4 REMOVAL FROM INSTITUTION

In the event of the removal or transfer of an inmate, the Contractor shall inform the Department of the whereabouts of the inmate as soon as possible but no later than the end of the next business day of said removal or transfer via telephone followed by a written notification within three (3) working days, of such removal or transfer.

### 3.5 RETAKING OF INMATES

#### 3.5.1

The Department will retake any inmate, upon the written request of the Contractor, provided the Department concurs with the removal of the inmate from the Contractor's Facilities, within thirty (30) days after receipt of the request to retake.

#### 3.5.2

If an inmate's sentence is terminated for any reason, the Department shall notify the Contractor as soon as possible and shall take custody of the inmate at the Contractor's facility either by an employee of the Department or by an agent of the Department acting under authority of contract.

### 3.6 DEATH OF INMATE

#### 3.6.1

In the event of the death of an inmate, the Contractor shall notify the Department of such event as soon as possible, but not later than two (2) hours after Contractor first learns of the death. The Contractor shall provide an official copy of the local state/county medical examiner/coroner's report and a complete set of fingerprints to the Department within five (5) calendar days. The Contractor shall take whatever actions it can to obtain an autopsy of the inmate and provide any other information concerning the death of the inmate as requested by Department, including but not limited to an autopsy report, to the Department as soon as possible. The Contractor shall pay any costs associated with obtaining the autopsy. The Contractor shall assist the Department in arranging transportation of the deceased inmate to Wisconsin at the Department's expense.



Logistics for the transfer of the body shall be coordinated between the Contractor and the Department and shall be approved in advance by the Department. The Contractor shall not release the body of the inmate to any authority other than the Department, except as permitted by a written order from the Department.

3.6.2

The Contractor shall submit a certified copy of the death certificate to the Department within fifteen (15) working days after the death of an inmate while in the Contractor's custody. The Contractor shall promptly return the dead inmate's property and funds to the Department.

3.6.3

The provisions of this section shall govern the responsibilities only of the Department and the Contractor and shall not be construed to affect the liability of any relative or other person for the disposition of the deceased or for any expenses connected therewith.

3.7 OFFENDER PROPERTY

Contractor shall manage offender property in accordance with its policy.

3.8 CLASSIFICATION AND APPLICATION

3.8.1

The Department shall only send, and the Contractor shall only be required to receive, medium and maximum custody inmates in accordance with the Department's classification system. The Department shall, at its own expense and within thirty (30) calendar days upon notice from the Contractor, take back an inmate if the Contractor determines and the Department concurs that the inmate is no longer a medium or maximum custody inmate. The Contractor shall house those inmates in disciplinary segregation when such status is imposed by the Contractor.

3.8.2

The Department shall submit a pre-transfer application to the Contractor for each inmate proposed for confinement in the Contractor's Facilities. The application will be made available to the Contractor at least ten (10) calendar days prior to the inmate's transfer. The application will contain complete up-to-date information and the supporting documents (when applicable) relating to the inmate's personal and institutional information such as name, Department inmate number, date of birth, case history, physical and clinical condition, judicial and administrative rulings, photographs and fingerprints. Upon the receipt of the transfer package, the Contractor shall have five (5) calendar days to review the transfer package. If the Contractor objects to the transfer of an inmate(s) the Contractor shall notify the Department of its objection and the Contractor and the Department shall attempt to resolve the objection within ten (10) calendar days from the receipt of the transfer package. If the objection is a classification issue it shall be resolved in accordance with the Department's classification system. In the event there is no mutual agreement between the Contractor and the Department on the objection within the ten (10) day time frame, the Department's decision regarding the objection shall govern.

ARTICLE 4  
SCOPE OF SERVICES

4.0 MEDICAL SERVICES

4.0.1

The Contractor agrees to provide a program of inmate medical, mental and dental health care delivered by licensed health care staff overseen by a health care administrator who,

in conjunction with the appropriate care provider, shall have final responsibility for clinical decisions. The licensed staff shall include:

- physicians - both primary care and psychiatrist
- registered nurse(s)
- dentist
- dental hygienist.

The Contractor agrees this health care shall be delivered onsite, at least 16 hours per day Monday through Friday and at least 8 hours per day Saturday, Sunday and legal holidays, with provision for emergency services 24 hours per day, seven days per week, either on or offsite at a nearby emergency facility. The Contractor agrees there shall be on call nursing coverage during hours when there is no health care staff at the institution.

The Contractor agrees to provide, at a minimum, health care that meets the essential standards for health care of inmates in correctional facilities as provided for in the American Medical Association 1979 standards and subsequent National Commission on Correctional Health Care prison standards. The Department agrees it will not transfer to the Facilities any inmate with a known serious, ongoing medical problem.

Contractor agrees the primary health care services it provides under this Contract will include but not necessarily be limited to the following onsite services:

1. Primary care services, including sick call on a daily basis to general and lockdown populations;
2. Medical and surgical specialty clinics;
3. Emergency care;
4. Infirmity services;
5. Pharmacy services;
6. Special medical and dental diets;
7. Dental services;
8. Vision services;
9. Laboratory services;
10. Radiology services;
11. Physical medicine, physical therapy services, speech therapy, and occupational therapy;
12. Quality assurance/quality improvement/utilization review;
13. Mortality and peer review;
14. Infection control;
15. Staff development and training;
16. Treatment, management, and control of TB, HIV/AIDS, and other infectious diseases;
17. Mental health services; and
18. Medical and dental prostheses.

Contractor agrees the medical care it provides pursuant to this contract shall comply with all applicable federal, state and local laws and regulations on this subject.

#### 4.0.2

##### Medical Records

Contractor agrees to implement a medical record system utilizing the Department's medical record and chart forms as provided by the Department. The Contractor agrees to use the Problem Oriented Medical Record (POMR) format, and shall ensure that accurate, comprehensible, legible, up-to-date medical information is maintained on each inmate placed under its care by the Department pursuant to this Contract. The Department agrees to provide Contractor with a summary of an inmate's medical record prior to the inmate's transfer to Contractor's custody and to provide a complete copy of the inmate's medical record to the Contractor once the inmate is transferred to the Facilities.

Medical records will be considered confidential and the Contractor agrees to ensure specific compliance with laws and standards regarding confidentiality, informed consent, and access/disclosure. The Contractor agrees to establish procedures for the receipt and filing of all outside consults, emergency room visits and inpatient hospitalizations.

The contractor agrees to comply with the Wisconsin state statute regarding retention of health records. All medical records of Wisconsin inmates sent to the Contractor under this Contract, whether or not the inmate is ultimately sent to the Facilities, including x-ray films, are the property of the Department. These records will accompany inmate movement between contractor's Facilities and to and from the state of Wisconsin.

4.0.3

Pharmacy Services

The Contractor agrees to provide pharmacy services which provide for necessary prescription and appropriate over-the-counter (OTC) medications.

4.0.4

Offsite Health Care

The Contractor agrees that offsite health care shall be limited to emergency, specialty and tertiary care as directed by the Facilities' licensed health care providers. The Department agrees that physical therapy, speech therapy and occupational therapy services may be provided offsite.

4.0.5

Outpatient Care

The Contractor agrees it shall provide at its cost outpatient care pursuant to this Contract. Such care shall be subject to a pre-authorization utilization review for necessity by a licensed health care provider who can legally direct alternate care options, except in the case of emergency health care services such as those provided at an emergency room.

The Contractor shall also provide onsite emergency treatment to officials of the state of Wisconsin who become ill or injured while on official business at the Facilities. Treatment shall consist of stabilization, referral or call for emergency medical services/ambulance. Facilities used for outpatient services to inmates and Wisconsin officials shall be licensed practitioners, clinics, and care centers appropriate for the required care.

4.0.6

Inpatient Health Care

The Contractor agrees a licensed hospital(s) which provides for all inpatient medical/psychiatric services as appropriate will be utilized. There shall be a program of pre-authorization carried out by the Contractor for all but emergency inpatient admissions for necessity, which shall be conducted by a licensed health care provider who can legally direct alternate care.

4.0.7

Administrative Reports

The Contractor agrees it will provide quarterly reports covering the actual provision of services to inmates pursuant to this Contract. At a minimum such reports shall show numerically the number of inmates actually seen for each of the following services: sick call; medical appointments broken down as to a) physician, b) registered nurse, c) nurse practitioner or physician assistant, d) dentist, and e) mental health provider; number of offsite outpatient visits; number of offsite inpatient discharges; number of onsite emergencies treated; number of labs per inmate; and number of x-rays per inmate.

4.0.8

## Payment for Health Services

### 1. Onsite

The Contractor agrees it is financially responsible for the cost of all health care, including staff, medications, supplies, services, equipment, and communications provided to or for inmates onsite, whether required by Contractor staff or offsite consultants. The cost of adding additional pages, forms, and incorporation of outside medical consultant report to the medical record is included in costs paid by the Contractor.

### 2. Offsite Outpatient

The Contractor will be responsible for payment direct to the billing facility for the costs of all such care, including medications, special treatments, supplies, and prostheses ordered by the outpatient provider for the health care of the inmate, which originates while this Contract is in effect.

### 3. Offsite Inpatient Hospital

The Contractor agrees to be responsible for payment direct to the billing facility for the costs of all such care provided in the hospital or ordered to be provided after the inmate is returned to the Facilities. The Contractor may claim reimbursement from the Department at the rate of 60% of all charges over \$60,000 per inpatient hospital discharge for each single hospital stay which originates while the contract for services is in effect between the Contractor and the Department.

## 4.0.9

### Medical Services Claims

The Contractor agrees to submit claims for medical services rendered pursuant to this Contract as received. The Department reserves the right to audit the billings for such charges for accuracy and medical necessity as part of the claim process. The Contractor may negotiate with Department to return inmates with high-cost medical problems.

The Department may return to Wisconsin any inmate in order to meet their health care needs or to control the cost of care to such inmate.

The Contractor agrees to maintain coverage for medical malpractice negligence claims from Wisconsin inmates up to \$2,000,000.00 per claim.

## 4.0.10

### Security of Inmate While Obtaining Offsite Medical Care

The Contractor agrees to cover the cost of and take all necessary precautions and exercise custodial supervision in order to assure the safekeeping of the inmate while the inmate is absent from the Contractor's Facilities.

## 4.1 FOOD SERVICE

The Contractor shall provide food services for all inmates in compliance with applicable ACA Standards. The Contractor shall provide modified diets for inmates with medical or dental conditions, as prescribed by physicians or dietitians. Food shall not be withheld for disciplinary reasons. Modified diets prescribed by recognized medical authority or religious authority will be provided as required.

## 4.2 SANITATION

The Contractor shall ensure that all inmates are living under healthy, sanitary conditions in accordance with all laws, regulations and ACA Standards.

## 4.3 RECORDS AND REPORTS

### 4.3.1

The Contractor shall prepare and maintain all necessary and pertinent records, including name, Department inmate number, birth date, the date and the place from which the inmate was transferred to the Contractor, the date of inmate return to the Department, and the inmate's medical/ psychiatric/dental records, classification/housing status, and educational/vocational/treatment program activities during his stay in the Contractor's facility. When returning an inmate to the custody of the Department, the Contractor shall turn over all associated records of such inmate to the Department at the time the inmate is returned to the custody of the Department.

4.3.2

Within thirty (30) days following the transfer of an inmate to one of Contractor's facilities, the Contractor shall furnish to the Department an admission summary and classification study report outlining the inmate's custody level, housing assignment, medical/psychiatric, education, and vocational findings and indicating the institutional program which the Contractor recommends.

4.3.3

The Contractor shall provide the Department with quarterly reports on all inmates confined in the Contractor's Facilities. This report must contain, a summary by inmate of each inmate's disciplinary actions(s), grievance and drug testing activities.

The report shall be submitted by the Contractor to the Department's Contract Administrator or designee no later than the tenth (10) day after the quarter ends.

4.4 MUTUAL AID AGREEMENTS

The Contractor shall develop and implement mutual aid agreements with local law enforcement agencies, the Fire Department, Ambulance/Rescue Services, State Police, National Guard and other entities as deemed appropriate to assist in emergency response efforts.

4.5 VISITATION

The Contractor shall provide a visitation program for inmates (visiting program) consistent with ACA Standards. Additionally, within sixty (60) calendar days after this contract is executed, Contractor shall make accommodations to the Facilities to provide video visitation to accommodate families and friends unable to visit on site because of financial travel limitations or other reasons. The logistics shall be coordinated with the Department's Contract Administrator.

4.6 OFFICIAL HEARINGS

4.6.1

The Contractor shall provide adequate facilities, including but not limited to video conferencing capabilities, for proceedings of any nature including but not limited to administrative, probation, parole, attorney-client or judicial proceedings.

4.6.2

The Contractor shall conduct reclassification and housing hearings on each inmate on an as needed basis, but not less than once every six (6) months. Copies of the written reports of the results of all hearings shall be provided to the Department within thirty (30) days after each hearing is completed. This report must contain by inmate, a summary of each inmate's housing, custody status, disciplinary actions(s), mental/physical health, and vocational/academic/treatment program activities.

4.7 TRAINING OR EMPLOYMENT

4.7.1

The Contractor shall have sufficient programming to allow every general population inmate to participate in programs of occupational training and industrial or other work in accordance with applicable ACA Standards. Nothing contained herein shall be construed to permit or require any inmate to participate in any training, industrial, or other work program contrary to the laws of the jurisdiction in which the facility is located or the laws of the State of Wisconsin.

4.7.2

The Contractor shall have the right to dispose of all products produced by an inmate, shall retain all proceeds therefrom, and shall bear all costs of work programs.

4.7.3

In the case of handicraft or hobby craft programs, the inmate shall have the right to dispose of the products of his labor through sale on site, mailed or transferred to visitors, and if sold, to retain the proceeds of any sale of his work in accordance with the rules of the Contractor.

4.7.4

The Contractor is responsible for paying inmate wages from the inmate Manday rate in accordance with its policies and procedures.

4.8 DISCIPLINE

The Contractor shall be responsible for setting the standards of behavior and imposing discipline of inmates in accordance with federal, state, and local laws and the ACA Standards.

The Contractor shall, within fifteen (15) days after this Contract is executed, provide the Department with a copy of its standards of inmate behavior, inmate rules and regulations and standard operating procedures for administrative disciplinary hearings.

4.9 LAW LIBRARY

The Contractor shall provide the inmates in each of Contractor's facilities the same or equivalent access to court resources as the Department's inmates, including CD ROM legal research resources.

4.10 PROGRAMS

The Contractor agrees to provide sufficient programs to allow every general population inmate to participate in meaningful educational, vocational, drug or other treatment or work programs. The educational programs shall include but not be limited to Adult Basic Education (ABE) and General Equivalency Diploma (GED) or similar high school equivalency or literacy programs.

4.11 RELIGIOUS SERVICES

The contractor shall provide physical space and program services for the practice of all recognized faith groups consistent with ACA standards.

4.12 LEISURE ACTIVITIES

The Contractor shall provide recreational, library and leisure skills activities in accordance with applicable ACA standards. Indoor activities must be out-of-cell.

#### 4.13 RIGHT OF INSPECTION

The Department shall have the right to inspect, at any time, any correctional institution of the Contractor in which Department inmates are confined in order to determine if that institution maintains standards of care and discipline in accordance with the ACA Standards and that the inmates therein are treated equitably, regardless of race, religion, color or national origin.

#### 4.14 CONFIDENTIALITY OF INFORMATION AND INSPECTION OF RECORDS

##### 4.14.1

All information obtained by the Contractor relating to any inmate of the Department shall be kept in absolute confidence and shall not be used by the Contractor in connection with any other matters, nor shall any such information be disclosed to any other person, firm or corporation, without prior written consent of the Department.

##### 4.14.2

The Contractor shall keep proper and complete books, records, and accounts with respect to the operation of each of the contractor's Facilities in which the Department's inmates are housed and shall permit the Department to inspect the same and make and take away copies thereof.

##### 4.14.3

The Contractor shall establish appropriate safeguards to protect the confidentiality of inmate records and minimize the possibility of their theft, loss, or destruction. Any and all records delivered by the Department to the Contractor or any employee or subcontractor of the Contractor are deemed confidential and privileged information.

#### 4.15 LAWS AND REGULATIONS

The Contractor shall at all times perform its duties under this contract in accordance with all applicable federal, state, and local laws and regulations, including protection of the confidentiality of all applicant recipient records, papers, documents, tapes or any other materials that have been or may hereafter be established which relate to this contract.

#### 4.16 USE OF FORCE

##### 4.16.1

The Contractor's employees shall be authorized to carry and use weapons only in accordance with ACA Standards, federal laws and the laws and regulations in effect in the state in which the Contractor's Facilities are located.

##### 4.16.2

The Contractor's employees shall be authorized to use non deadly force as the circumstances require and then only in accordance with federal laws and the laws and regulations in effect in the state in which the Contractor's facility is located.

##### 4.16.3

The Contractor's employees shall use deadly force only in accordance with federal law and the laws and regulations in effect in the state in which the Contractor's Facilities are located.

#### 4.17 ESCAPE

In the event of an escape the Contractor shall take all reasonable measures to recapture and prosecute inmates consistent with the laws of the state in which the Contractor's

facility is located. The Contractor shall notify the Contract Administrator as soon as possible, but no more than two (2) hours upon the discovery of the escape of a Department inmate from the Contractor's custody. Documentation shall be forwarded to the Department demonstrating the reasonableness and the extent of all efforts to recapture the inmate(s). All recapturing costs shall be the responsibility of the Contractor.

#### 4.18 PHOTOGRAPHING AND RELEASE OF INMATE INFORMATION

The Contractor shall not release to the public any information, records or other data concerning inmates. The Contractor shall not release to the public personal histories or photographs of inmates or information concerning inmate's delivery, removal, intra-institutional transfer, retaking or release. The Contractor shall not permit reporters or photographers to interview or photograph inmates without the express written prior permission of the Department.

#### 4.19 DISCLOSURE OF INFORMATION

No information regarding the Contractor's performance of the contract shall be disclosed by the Contractor to anyone other than the Department's officials unless written approval is obtained in advance from the Department.

#### 4.20 DRUG FREE FACILITY

The Contractor shall make a good faith effort to maintain a drug-free facility.

#### 4.21 CONTINUITY OF SERVICES

It is essential that the Contractor maintain continuity of service under this contract. Therefore, the Contractor shall cooperate with both the Contract Administrator and any successor Contractor to enable the smooth transition from one Contractor to another. This cooperation shall include the transfer of all records regarding each inmate. The Contractor shall assure that his/her direct staff is available for transition meetings and conferences with the Department's staff and the staff of the new Contractor.

#### 4.22 DRUG AND ALCOHOL TESTING

The Contractor shall provide for drug and alcohol testing of all Inmates on a random basis, routine follow-up testing for those testing positive, routine testing for those for whom there are reasonable suspicions of drug use.

#### 4.23 SAFETY AND EMERGENCY PROCEDURES

The Contractor shall provide copies to the Department of their safety, emergency and evacuation procedures in accordance with this Contract, including, but not limited to, contingency plans to assure operation of the Facilities in the event of an Employee labor dispute, riot, fire, civil disaster or power failure.

#### 4.24 LAUNDRY

Contractor will provide laundry services.

#### 4.25 COMMISSARY

Contractor will provide a commissary in accordance with ACA standards.

#### 4.26 MAIL



Contractor will provide delivery of mail to inmates and send out mail from inmates in compliance with ACA standards.

#### 4.27 SUPPLIES

Contractor will provide offenders with the following:

Clothing—outerwear, underwear, socks and shoes.

Hygiene—body soap, toothpaste, toothbrush.

Linen—sheets, pillow, blanket, towel, washcloth.

Contractor will provide for periodic exchange of durable items and replacement for non-durable.

#### 4.28 GRIEVANCE PROCEDURE

Contractor will establish a formal grievance procedure for offenders in accordance with ACA standards.

### ARTICLE 5 COMPENSATION AND ADJUSTMENTS

#### 5.0 PAYMENT/INVOICES

##### 5.0.1

The Department shall pay the Contractor monthly for services rendered at the fixed daily Manday rate of \$42.00 per inmate. The Contractor shall submit itemized invoices setting forth the name of each Department inmate in one of the Contractor's Facilities and the number of days such inmate was in the care and custody of the Contractor during the month.

##### 5.0.2

Payment shall be based on the actual number of inmates per day at the Manday rate. The daily count of inmates at each of Contractor's facilities shall be the number of inmates as reported in the daily midnight Census Report. The Department will pay the Manday rate for the day of arrival, but not for the day of departure.

##### 5.0.3

The Contractor shall submit monthly invoices to the Contract Administrator no later than the tenth day of the month following the provision of services under this contract. The Contract Administrator shall be required to certify receipt of satisfactory services prior to authorizing payments to Contractor. The billing procedures set forth in paragraph number 11 in the Standard Terms and Conditions are incorporated herein by reference. Explicit reference to that paragraph here does not imply the balance of the Standard Terms and Conditions are not incorporated herein; the Contractor and the Department expressly agree that all of the Standard Terms and Conditions are intended to be incorporated herein.

##### 5.0.4

The Contractor shall include the following information in invoices:

- The contract number;
- The daily count for each Facility housing Department inmates;
- The service dates;
- The total amount due; and
- The Contractor's authorized signature.

##### 5.0.5

The Contractor shall submit a final invoice no later than sixty (60) days after expiration of the contract.

5 0.6

At any time before final payment and three (3) years thereafter, the Contract Administrator may have the Contractor's invoices or vouchers and statements audited. The Department may reduce any payment by an amount determined by the Contract Administrator to constitute unallowable charges.

5.1 ASSIGNMENT OF CONTRACT PAYMENTS

The Contractor shall not assign any interest in the contract agreement after the award, and shall not transfer any interest in the same, whether by assignment or notation without the prior written approval of the Contract Administrator.

5.2 FUNDS AVAILABLE AND AUTHORIZED

Contractor shall not be compensated for work performed under this Contract by any other agency or department of the State of Wisconsin. The Department has sufficient funds currently available and authorized for expenditure to finance the costs of transferring 500 inmates to the Contractor's Facilities. An additional 700 beds will be used by the Department per the schedule set forth in Section 3.0 upon the Wisconsin Legislature's Joint Finance Committee's approval. The parties understand that the Wisconsin Legislature's Joint Finance Committee must approve this Contract before it goes into effect.

ARTICLE 6  
INDEMNIFICATION, INSURANCE AND DEFENSE OF CLAIMS

6.0 INDEMNIFICATION , INSURANCE AND DEFENSE OF CLAIMS

6.0.1

The Contractor shall defend, indemnify, and hold harmless the State of Wisconsin and the Department, and their officers, employees and agents against any and all claims, suits, causes of action, damages, liability, and judicial, administrative or regulatory orders, awards and notices of violation, court, including all costs, expenses, and attorneys' fees incurred, as a result of any act or omission by Contractor, or its employees, agents, subcontractors, or assignees, relating to or arising out of this Contract.

6.0.2

The Contractor shall not waive, release, or otherwise forfeit or impair any possible claims, the State may have against any person or entity or any defense the State may have regarding claims related to or arising from or made in connection with the use, possession or operation of the Facilities by Contractor without the consent of the State. The Contractor shall, at its own expense, preserve all such available defenses and cooperate with the State to make such defenses available to the maximum extent allowed by law.

6.0.3

In case any action, suit, notice of violation or proceeding is brought against the State by reason of any such claim, Contractor, upon notice from the State, shall, at its own expense, defend against such action by counsel satisfactory to the State, unless such action, suit, notice of violation or proceeding is defended against by counsel for any carrier of liability insurance provided for herein.

6.1 INSURANCE

6.1.1

Without limiting Contractor's indemnification, Contractor shall continuously maintain and pay for such insurance as will protect Contractor and will protect the Department as a named insured and the State's employees from:

- a) all claims, including but not limited to claims for injury or death and claims based on violation of civil rights, arising from the services performed under the Contract; and
- b) actions by a third party against Contractor as a result of the Contract.

## 6.2 TYPES OF INSURANCE

### 6.2.1

Contractor must provide evidence (Certificate) of coverage at the Service Commencement Date of the contract, and within 30 days, the Contractor shall provide insurance policies and endorsements, in a form and with terms satisfactory to the Department, evidencing occurrence based insurance coverage of the following types, for the following purposes and in the following amounts:

- a) Standard Worker's Compensation and Employers' Liability Insurance protecting the Contractor from claims for damages for physical or personal injury which may arise from operations performed pursuant to this Contract, whether such operations are performed by the Contractor, by a subcontractor, or by a person directly or indirectly employed by either of them, in the amount required by the Department.
- b) Comprehensive General Liability Insurance, in an amount not less than two million dollars (\$2,000,000) for each occurrence with an aggregate of at least five million dollars (\$5,000,000). Coverage must include civil rights violations, which will include all claims brought by any persons, including but not limited to Inmates, based in whole or in part on an alleged violation of this Contract, the United States or Wisconsin statutes, policies, procedures, standards or regulation, including but not limited to, suits brought pursuant to 42 U.S.C. § 1983. Coverage shall include medical and professional liability for employed or contracted nurses, doctors, attorneys, counselors, psychologists and/or social workers.
- c) Automobile and other vehicle liability insurance in an amount not less than \$2,000,000 per occurrence; to be provided under a business auto form.

### 6.2.2

All policies of insurance shall also include unlimited defense coverage in addition to the minimum levels of coverage required above.

## 6.3 INSURANCE SERVICES

### 6.3.1

All insurance policies required under this Contract must name the Wisconsin Department of Corrections, its officers, employees and agents as additional insureds and provide no less than sixty (60) days advance notice to the Department of any contemplated cancellation. The Department shall have the right, but not the obligation, to advance money to prevent the insurance herein from lapsing for nonpayment of premiums. If the Department advances such amount, then the Contractor shall be obligated to repay the Department the amount of any advances plus interest thereon at the legal maximum rate, and the Department shall be entitled to set off and deduct such amount from any amounts owed the Contractor pursuant to this Contract. No election by the Department to advance

money to pay insurance premiums shall be deemed to cure default by the Contractor of its obligation under this Contract to provide insurance.

6.3.2

At least thirty (30) days prior to each policy anniversary date, the Contractor must provide the Department with renewal information, including estimated renewal premiums and suggested coverage changes.

6.3.3

Contractor shall provide constant monitoring of all companies providing coverage to ensure that the carriers are financially sound.

#### 6.4 NOTICE OF CLAIMS

Within ten (10) business days after the Department receives a summons or other notice of claim, the Department shall notify Contractor in writing of the commencement thereof. Neither the State, its officers, employees or agents shall have any liability whatever for any failure to comply with the time requirements set forth in this Section.

#### 6.5 SURVIVAL

Provisions of this Section survive the expiration or termination of this Contract.

### ARTICLE 7 EMPLOYEES

#### 7.0 INDEPENDENT CONTRACTOR

7.0.1

Contractor is associated with the State only for the purposes and to the extent set forth in this Contract. Contractor is and shall be an independent contractor and, subject to the terms of this Contract, shall have the sole right to manage, control, operate and direct the performance of its duties under this Contract. Contractor, its agents and Employees shall not be considered agents or employees of the State, nor shall agents or employees of the State be considered agents or employees of the Contractor. Contractor's agents and employees shall not accrue leave, retirement, insurance, bonding use of the Department's vehicles or any other benefit afforded to the employees of the Department as a result of this Contract.

7.0.2

Contractor shall provide sufficient qualified and trained personnel to meet its obligations under this Contract.

7.0.3

Contractor's personnel will receive training in accordance with ACA Standards.

### ARTICLE 8 CONTRACT COMPLIANCE

#### 8.0 BREACH

8.0.1

A party shall be deemed to have breached this Contract if any of the following occurs: (a) failure to perform in accordance with any term or provision of this Contract; (b) partial

performance of any term or provision of this Contract; or (c) any act prohibited or restricted by this Contract.

8.0.2

The Contractor shall be deemed to have materially breached the Contract and the Department may terminate the Contract for cause if the following occurs: (a) failure to completely and timely perform any term or provision of the Contract; or (b) performance or occurrence of any act or condition prohibited or restricted by the Contract. For purposes of this Article, items (a) and (b) shall hereinafter be referred to as "Contractor Breach."

8.0.3

In the event of a Contractor Breach, the Department shall have available the following remedies, any one or more of which may be exercised by the Department: (a) actual damages and any other remedy available at law or equity; and/or (b) partial withholding of the Department's performance under the Contract; and/or termination of the Contract.

8.0.4

In the event of Contractor Breach, the Department's Contract Administrator shall provide the Contractor with written notice of the Contractor Breach and a time period to cure said Contractor Breach. In the event the Contractor disagrees with the Department's determination of the Contractor Breach, period to cure, imposition of partial withholding or termination of the Contract, the Contractor shall appeal by notifying the Department's Contract Administrator in writing, who shall forward the appeal to the Department's Secretary for decision; provided, however, any appeal to the Department's Secretary shall not toll or otherwise affect the period to cure. In the event the Contractor fails to cure the Contractor Breach within the time period provided, then the Department shall have available any and all remedies described herein.

8.0.5

The language in 8.0.4 above regarding notice and opportunity to cure shall not be applicable in the event of successive or repeated Contractor Breaches of the same nature, in the event of abandonment of the Facilities by the Contractor, or in the event of a Court Order directing remedial action by the Department, in which case the Secretary may order immediate compliance, partial termination of the Contract for cause or termination of the Contract for cause.

8.0.6

The following shall constitute the breaches of the Contract on the part of the Department for which the Contractor may terminate the Contract: (a) To the extent it causes the Contractor to be unable to perform its obligations under this Contract, the persistent or repeated failure or refusal by the Department to substantially fulfill any of its obligations under this Contract, unless justified by Force Majeur, waived by the Contractor or excused by Contractor's default.

8.0.7

In the event of a breach by the Department, the Contractor shall notify the Department in writing within 30 (thirty) days after Contractor becomes aware of the breach. Said notice shall contain a description of the alleged breach. The Department shall be afforded a 45 (forty-five) day period in which to effect a cure or in which to take reasonable steps to effect a cure. If any cure is commenced within the time permitted which will take more than the time allotted above to effect a cure, then the Department shall be allowed the additional time as mutually agreed to by the parties.

8.0.8

Failure of the Contractor to provide the written notice described in 8.0.7 shall operate as an absolute waiver by the Contractor of the Department's breach.

8.0.9

In no event shall any breach on the part of the Department excuse the Contractor from full performance under this Contract.

ARTICLE 9  
MISCELLANEOUS

9.0 INVALIDITY AND SEVERABILITY

In the event that any provisions of this Contract shall be held to be invalid, such provision shall be null and void, and the validity of the remaining provisions of the Contract shall not in any way be affected thereby.

9.1 VENUE

This Contract shall be interpreted according to the law in the State of Wisconsin.

9.2 RELEASE

Contractor, upon final payment of the amount due under this Contract, releases the Department, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Contract. Contractor agrees not to purport to bind the Department to any obligation not assumed herein by the Department unless the Contractor has prior express written authority to do so, and then only within the strict limits of that authority.

9.3 AMENDMENT

This Contract shall not be altered, changed or amended except by mutual consent of all appropriate signatories, their designees or successors in writing.

9.4 ENTIRE AGREEMENT

This Contract incorporates the RFP #C-461, including but not limited to the Standard Terms and Conditions which are part thereof, the November 21, 1997, clarification to RFP #C-461 issued by the Department, the Contractor's November 26, 1997, response to RFP #C-461, and any and all written exchanges and agreements between the Contractor and the Department.

Any disputes between the parties as to the meaning of the agreement between the parties shall be resolved by referring to this Contract, then to the documents mentioned immediately above in the order in which they are listed.

9.5 FORCE MAJEURE

Neither party shall be deemed to be in violation of this Contract if either party is prevented from performing any of its obligations hereunder for any reason beyond its control, including acts of God, civil or military authority, act of public enemy or any other serious cause beyond the reasonable control of either party.

9.6 NO THIRD PARTY BENEFICIARIES

Nothing contained in this Contract or inferable from this Contract is intended to confer any rights or remedies upon any person whatsoever other than the parties named herein. Furthermore, no portion of this contract is intended to relieve or discharge the obligation of any third persons to any party to this Contract, and no provision herein contained shall

be construed to give any third party any claim, action or right of subrogation against any party hereto.

9.7 SUCCESSORS IN INTEREST

The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

9.8 INTERNAL RELATONSHIPS

Nothing in this agreement shall be construed to affect the internal relationships of the subdivision, offices, departments or agencies of the parties.

9.9 NOTICES

All notices shall be sent certified mail, return receipt requested, to:

Department: Dick Verhagen, Administrator  
Division of Adult Institutions  
Wisconsin Department of Corrections  
149 E. Wilson Street  
Madison, Wisconsin 53702

Contractor: Linda G. Cooper, Vice President, Legal Affairs  
Corrections Corporation of America  
10 Burton Hills Boulevard  
Nashville, Tennessee 37215

9.10 POWERS OF THE PARTIES

The parties understand and agree that no clause, term, or condition of this Contract shall be construed to supersede the lawful powers or duties of either party.

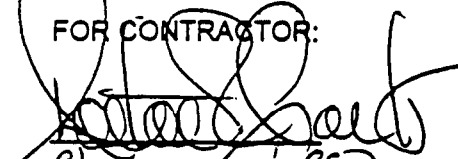
9.11 JUDICIAL ACTIONS

Any judicial action relating to the construction, interpretation or enforcement of the Contract shall be brought and venued in Dane County Circuit Court in Madison, Wisconsin. The Contractor hereby consents to personal jurisdiction in that venue and waives any defenses the Contractor otherwise might have relating thereto. The Contractor also hereby waives its right to a jury trial in connection with any judicial action or proceeding that may arise between the State and the Contractor concerning the construction, interpretation or enforcement of the contract.

The Contractor agrees to provide the Department with copies of civil and criminal pleadings filed by inmates in the Facilities by first class mail within ten (10) days after service on the Contractor. The Contractor shall not have to provide such copies to the Department if the pleadings appear to be frivolous in nature.

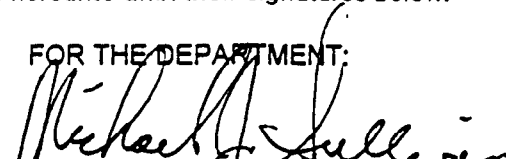
IN WITNESS WHEREOF, the parties hereunto affix their signatures below.

FOR CONTRACTOR:

  
Chairman & CEO

Date: 2 Feb 98

FOR THE DEPARTMENT:

  
Michael J. Sullivan, Secretary

Date: 3/6/98



CONTRACTUAL SERVICES CONTRACT  
BETWEEN  
CORRECTIONS CORPORATION OF AMERICA  
AND  
STATE OF WISCONSIN  
DEPARTMENT OF CORRECTIONS

THIS CONTRACT, is made this 2nd day of FEBRUARY, 1998, by and between the State of Wisconsin, Department of Corrections, having its principal office at 149 East Wilson Street, Madison, Wisconsin, 53702, hereinafter referred to as the "Department" and Corrections Corporation of America, a corporation organized under the laws of the State of Tennessee, having its principal office at 10 Burton Hills Boulevard, Nashville, Tennessee, 37215, hereinafter referred to as "Contractor".

WHEREAS, the Department is authorized pursuant to sec. 301.21, Stats., to enter into contracts for the transfer and confinement in another state of inmates who have been committed to the custody of the Department, and

WHEREAS, in accordance with the terms and conditions of Request for Proposal # C-461, on November 26, 1997, the Contractor submitted a Proposal to the Department and has been selected by the Department to house inmates committed to the Department, and

WHEREAS, the Department is authorized by statute to enter into this Agreement pursuant to which the Contractor will provide housing and care for certain inmates,

NOW, THEREFORE, in consideration of the promises, covenants and agreements contained herein, the parties hereto mutually agree as follows:

ARTICLE 1  
DEFINITIONS

ACA – means American Correctional Association

ACA Standards – means the Standards for Adult Correctional Institutions, Third Edition, as same may be modified, amended or supplemented in the future, published by ACA.

Contract Administrator – means the person or designee appointed by the Department, who shall work for and be paid by the Department to act as the official liaison between the Department and Contractor on all matters pertaining to the services provided under this Contract.

Facilities – means the Hardeman County 1 and Hardeman County 2 secure correctional facilities located in Hardeman County, Tennessee.

**Inmate** – means any adult male committed to the Department and assigned to the Facilities.


**Manday** – means each day an inmate is admitted to the Facilities, including the first but not the last day of incarceration.

**Service Commencement Date** – means the first day inmates are received and incarcerated at the Facilities pursuant to this Contract.

**State** – means the State of Wisconsin.

**Unforeseen Circumstances** – means those acts or occurrences beyond the reasonable contemplation of the parties at the time of the execution of this Contract which materially alter the financial conditions upon which this Contract is based, including the failure of the Wisconsin legislature's Joint Finance Committee to approve this Agreement or appropriate funds to continue this Contract.

**ARTICLE 2  
TERM OF THE CONTRACT**

- 
- 2.0 The Contract shall be effective on the contract execution date and shall run for one (1) year from that date, with an option by mutual agreement of the Department and Contractor, to renew for 2 (two) additional 1 (one)-year periods.
  - 2.1 This Contract may be canceled, with or without cause, by either party without penalty upon sixty (60) days advance written notice given by Certified Mail with return receipt requested. Notices to the respective parties of this Contract shall be sent in accordance with the Article dealing with Notices.
  - 2.2 The Department may cancel this Contract in whole or in part without penalty due to nonappropriation of funds or failure of the Contractor to comply with terms, conditions and specifications of this Contract.

**ARTICLE 3  
INMATES**

- 3.0 Contractor agrees to securely house and provide services for up to twelve hundred (1,200) male inmates at the Facilities. Offenders assigned will be adult males. The Contractor may transfer any of the inmates from one facility to the other without the Department's prior approval but will notify the Department of such transfer by the close of the business day following the transfer. After the initial transfer of inmates to the Facilities, it is anticipated that Hardeman 1 will house approximately 200 inmates and Hardeman 2 will house 1,000 inmates. The Department, subject to the Wisconsin legislature's Joint Finance Committee's approval of this Contract and availability of funds, shall transfer inmates to the Facilities in accordance with the following schedule:

February, 1998	200 inmates to Hardeman 1 Facility;
March, 1998	200 inmates to Hardeman 1 Facility;
July, 1998	400 inmates to Hardeman 2 Facility; and
August, 1998	400 inmates to Hardeman 2 Facility.

**3.1 WORK STATEMENT**

- 3.1.1 The Contractor shall provide confinement, care, treatment and rehabilitation for male inmates, transferred by the Department to the Contractor. Inmates shall be housed at the Contractor's correctional facilities in medium and maximum custody.
- 3.1.2 The Contractor shall perform the services set forth in this contract in accordance with federal, state and local laws, and ACA Standards in such a manner as to ensure equitable treatment of all inmates, regardless of race, religion, color, or national origin.

### 3.2. DELIVERY OF INMATE

The Contractor agrees it will provide and be responsible for the transportation of inmates to the Facilities and locally for medical appointments, emergency medical care and court appearances. The Contractor will provide and be responsible for the cost of transporting groups of ten(10) or more inmates back to Wisconsin while the Department agrees to be responsible for the transportation of groups of less than ten (10) inmates back to Wisconsin.

### 3.3 TRANSFER OF FUNDS

The Contractor shall establish and maintain a system to account for inmate general account (commissary) funds in accordance with Department Policies and ACA Standards. The Contractor shall credit to the inmate' accounts all funds due the inmate either from the Contractor or Department. Upon return of the inmate to the custody of Department, the Contractor shall transfer, within seven (7) calendar days, to Department, the balance remaining in the inmate's account. This shall include any moneys owed to the inmate by the Contractor at the time of the transfer. Contractor will provide the Department with a copy of accounting transactions of any inmate upon request within five (5) business days. Upon return of inmates to the Department, copies of all accounting transaction records for inmates shall be provided by Contractor. The handling of such funds shall be in accordance with the Department's policies and procedures.

### 3.4 REMOVAL FROM INSTITUTION

In the event of the removal or transfer of an inmate, the Contractor shall inform the Department of the whereabouts of the inmate as soon as possible but no later than the end of the next business day of said removal or transfer via telephone followed by a written notification within three (3) working days, of such removal or transfer.

### 3.5 RETAKING OF INMATES

#### 3.5.1

The Department will retake any inmate, upon the written request of the Contractor, provided the Department concurs with the removal of the inmate from the Contractor's Facilities, within thirty (30) days after receipt of the request to retake.

#### 3.5.2

If an inmate's sentence is terminated for any reason, the Department shall notify the Contractor as soon as possible and shall take custody of the inmate at the Contractor's facility either by an employee of the Department or by an agent of the Department acting under authority of contract.

### 3.6 DEATH OF INMATE

#### 3.6.1

In the event of the death of an inmate, the Contractor shall notify the Department of such event as soon as possible, but not later than two (2) hours after Contractor first learns of the death. The Contractor shall provide an official copy of the local state/county medical examiner/coroner's report and a complete set of fingerprints to the Department within five (5) calendar days. The Contractor shall take whatever actions it can to obtain an autopsy of the inmate and provide any other information concerning the death of the inmate as requested by Department, including but not limited to an autopsy report, to the Department as soon as possible. The Contractor shall pay any costs associated with obtaining the autopsy. The Contractor shall assist the Department in arranging transportation of the deceased inmate to Wisconsin at the Department's expense. Logistics for the transfer of the body shall be coordinated between the Contractor and the

Department and shall be approved in advance by the Department. The Contractor shall not release the body of the inmate to any authority other than the Department, except as permitted by a written order from the Department.

3.6.2

The Contractor shall submit a certified copy of the death certificate to the Department within fifteen (15) working days after the death of an inmate while in the Contractor's custody. The Contractor shall promptly return the dead inmate's property and funds to the Department.

3.6.3

The provisions of this section shall govern the responsibilities only of the Department and the Contractor and shall not be construed to affect the liability of any relative or other person for the disposition of the deceased or for any expenses connected therewith.

3.7 OFFENDER PROPERTY

Contractor shall manage offender property in accordance with it's policy.

3.8 CLASSIFICATION AND APPLICATION

3.8.1

The Department shall only send, and the Contractor shall only be required to receive, medium and maximum inmates in accordance with the Department's classification system. The Department shall, at its own expense and within thirty (30) calendar days upon notice from the Contractor, take back an inmate if the Contractor determines and the Department concurs that the inmate is no longer a medium or maximum inmate. The Contractor shall house inmates in disciplinary segregation when such status is imposed by the Contractor.

3.8.2

The Department shall submit a pre-transfer application to the Contractor on each inmate proposed for confinement in the Contractor's Facilities. The application will be made available to the Contractor at least ten (10) calendar days prior to the inmate's transfer. The application will contain complete up-to-date information and the supporting documents (when applicable) relating to the inmate's personal and institutional information such as name, Department inmate number, date of birth, case history, physical and clinical condition, judicial and administrative rulings, photographs and fingerprints. Upon the receipt of the transfer package, the Contractor shall have five (5) calendar days to review the transfer package. If the Contractor objects to the transfer of an inmate(s) the Contractor shall notify the Department of its objection and the Contractor and the Department shall attempt to resolve the objection within ten (10) calendar days from the receipt of the transfer package. If the objection is a classification issue it shall be resolved in accordance with the Department's classification system. In the event there is no mutual agreement between the Contractor and the Department on the objection within the ten (10) day time frame, the Department's decision regarding the objection shall govern.

ARTICLE 4  
SCOPE OF SERVICES

4.0 MEDICAL SERVICES

4.0.1

The Contractor agrees to provide a program of inmate medical, mental and dental health care delivered by licensed health care staff overseen by a health care administrator who,

in conjunction with the appropriate care provider, shall have final responsibility for clinical decisions. The licensed staff shall include:

- physician - both primary care and psychiatrist
- registered nurse(s)
- dentist
- dental hygienist.

The Contractor agrees this health care shall be delivered onsite, at least 16 hours per day Monday through Friday and at least 8 hours per day Saturday, Sunday and legal holidays, with provision for emergency services 24 hours, seven days, either on or offsite at a nearby emergency facility. The Contractor agrees there shall be on call nursing coverage during hours when there is no health care staff at the institution.

The Contractor agrees to provide, at a minimum, health care that meets the essential standards for health care of inmates in correctional facilities as provided for in the AMA 1979 standards and subsequent NCCHC prison standards. The Department agrees it will not transfer to the Facilities any inmate with a known serious, ongoing medical problem.

Contractor agrees the primary health care services it provides under this Contract will include but not necessarily be limited to the following onsite services:

1. Primary care services, including sick call on a daily basis to general and lockdown populations;
2. Medical and surgical specialty clinics;
3. Emergency care;
4. Infirmary services;
5. Pharmacy services;
6. Special medical and dental diets;
7. Dental services;
8. Vision services;
9. Laboratory services;
10. Radiology services;
11. Physical medicine, physical therapy services, speech therapy, and occupational therapy;
12. Quality assurance/quality improvement/utilization review;
13. Mortality and peer review;
14. Infection control;
15. Staff development and training;
16. Treatment, management, and control of TB, HIV/AIDS, and other infectious diseases;
17. Mental health services; and
18. Medical and dental prostheses.

Contractor agrees the medical care it provides pursuant to this contract shall comply with all applicable federal, state and local laws and regulations on this subject.

#### 4.0.2

##### Medical Records

Contractor agrees to implement a medical record system utilizing the Department's medical record and chart forms as provided by the Department. The Contractor agrees to use the Problem Oriented Medical Record (POMR) format, and shall ensure that accurate, comprehensible, legible, up-to-date medical information is maintained on each inmate placed under its care by the Department pursuant to this Contract. The Department agrees to provide Contractor with a summary of an inmate's medical record prior to the inmate's transfer to Contractor's custody and to provide a complete copy of the inmate's medical record to the Contractor once the inmate is transferred to the Facilities.

Medical records will be considered confidential and the Contractor agrees to ensure specific compliance with laws and standards regarding confidentiality, informed consent, and access/disclosure. The Contractor agrees to establish procedures for the receipt and filing of all outside consults, emergency room visits and inpatient hospitalizations.

The contractor agrees to comply with the Wisconsin state statute regarding retention of health records. All medical records of Wisconsin inmates sent to the Contractor under this Contract, whether or not the inmate is ultimately sent to the Facilities, including x-ray films, are the property of the Department. These records will accompany inmate movement among contractor's Facilities and to and from the state of Wisconsin.

#### 4.0.3

##### Pharmacy Services

The Contractor agrees to provide pharmacy services which provide for necessary prescription and appropriate over-the-counter (OTC) medications.

#### 4.0.4

##### Offsite Health Care

The Contractor agrees this care shall be limited to emergency, specialty and tertiary care as directed by the Facilities licensed health care providers. The Department agrees that physical therapy, speech therapy and occupational therapy services may be provided offsite.

#### 4.0.5

##### Outpatient Care

The Contractor agrees it shall provide at its cost outpatient care pursuant to this Contract. Such care shall be subject to a pre-authorization utilization review for necessity by a licensed health care provider who can legally direct alternate care options, except in the case of emergency health care services such as those provided at an emergency room.

The Contractor shall also provide onsite emergency treatment to officials of the state of Wisconsin who become ill or injured while on official business at the Facilities. Treatment to consist of stabilization, referral or call for emergency medical services/ambulance. Facilities used for outpatient services to inmates and Wisconsin officials shall be licensed practitioners, clinics, and care centers appropriate for the required care.

#### 4.0.6

##### Inpatient Health Care

The Contractor agrees a licensed hospital(s) which provides for all inpatient medical/psychiatric services as appropriate will be utilized. There shall be a program of prior pre-authorization carried out by the Contractor for all but emergency inpatient admissions for necessity, which shall be conducted by a licensed health care provider who can legally direct alternate care.

#### 4.0.7

##### Administrative Reports

The Contractor agrees it will provide quarterly reports covering the actual provision of services to inmates pursuant to this Contract. At a minimum such reports shall show numerically the number of inmates actually seen for each of the following services: sick call; medical appointments broken down as to a) physician, b) registered nurse, c) nurse practitioner or physician assistant, d) dentist, and e) mental health provider; number of offsite outpatient visits; number of offsite inpatient discharges; number of onsite emergencies treated; number of labs per inmate; and number of x-rays per inmate.

#### 4.0.8

##### Payment for Health Services

###### 1. Onsite

The Contractor agrees it is financially responsible for the cost of all health care, including staff, medications, supplies, services, equipment, and communications provided to or for inmates onsite, whether required by Contractor staff or offsite consultants. The cost of adding additional pages, forms, and incorporation of outside medical consultant report to the medical record is included in costs paid by the Contractor.

#### 2. Offsite Outpatient

The Contractor will be responsible for payment direct to the billing facility for the costs of all such care, including medications, special treatments, supplies, and prostheses ordered by the outpatient provider for the health care of the inmate, which originates while this Contract is in effect.

#### 3. Offsite Inpatient Hospital

The Contractor agrees to be responsible for payment direct to the billing facility for the costs of all such care provided in the hospital or ordered to be provided after the inmate is returned to the Facilities. The Contractor may claim reimbursement from the Department at the rate of 60% of all charges over \$60,000 per inpatient hospital discharge for each single hospital stay which originates while the contract for services is in effect between the Contractor and the Department.

#### 4.0.9

##### Medical Services Claims

The Contractor agrees to submit claims for medical services rendered pursuant to this Contract as received. The Department reserves the right to audit the billings for such charges for accuracy and medical necessity as part of the claim process. The Contractor may negotiate with Department to return inmates with high-cost medical problems.

The Department may return to Wisconsin any inmate in order to meet their health care needs or to control the cost of care to such inmate.

The Contractor agrees to maintain coverage for medical malpractice negligence claims from Wisconsin inmates up to \$2,000,000.00 per claim.

#### 4.0.10

##### Security of Inmate While Obtaining Offsite Medical Care

The Contractor agrees to cover the cost of and take all necessary precautions and exercise custodial supervision in order to assure the safekeeping of the inmate while the inmate is absent from the Contractor's Facilities.

#### 4.1 FOOD SERVICE

The Contractor shall provide food services for all inmates in compliance with applicable ACA Standards. The Contractor shall provide modified diets for inmates with medical or dental conditions, as prescribed by physicians or dietitians. Food shall not be withheld for disciplinary reasons. Modified diets prescribed by recognized medical authority or religious authority will be provided as required.

#### 4.2 SANITATION

The Contractor shall ensure that all inmates are living under healthy, sanitary conditions in accordance with all laws, regulations and ACA Standards.

#### 4.3 RECORDS AND REPORTS

##### 4.3.1

The Contractor shall prepare and maintain all necessary and pertinent records, including name, Department inmate number, birth date, the date and the place from which the inmate was transferred to the Contractor, the date of inmate return to the Department,

and the inmate's medical/ psychiatric/dental records, classification/housing status, and educational/vocational/treatment program activities during his stay in the Contractor's facility. When returning an inmate to the custody of the Department, the Contractor shall turn over all associated records of such inmate to the Department at the time the inmate is returned to the custody of the Department.

#### 4.3.2

Within thirty (30) days following the transfer of an inmate to one of Contractor's facilities, the Contractor shall furnish to the Department an admission summary and classification study report outlining the inmate's custody level, housing assignment, medical/psychiatric, education, and vocational findings and indicating the institutional program which the Contractor recommends.

#### 4.3.3

The Contractor shall provide the Department with quarterly reports on all inmates confined in the Contractor's Facilities. This report must contain, a summary by inmate of each inmate's disciplinary actions(s), grievance and drug testing activities.

The report shall be submitted by the Contractor to the Department's Contract Administrator or designee no later than the tenth (10) day after the quarter ends.

#### 4.4 MUTUAL AID AGREEMENTS

The Contractor shall develop and implement mutual aid agreements with local law enforcement agencies, the Fire Department, Ambulance/Rescue Services, State Police, National Guard and other entities as deemed appropriate to assist in emergency response efforts.

#### 4.5 VISITATION

The Contractor shall provide a visitation program for inmates (visiting program) consistent with ACA Standards. Additionally, within sixty (60) calendar days after this contract is executed, Contractor shall make accommodations to the Facilities to provide video visitation to accommodate families and friends unable to visit on site because of financial travel limitations or other reasons. The logistics shall be coordinated with the Department's Contract Administrator.

#### 4.6 OFFICIAL HEARINGS

##### 4.6.1

The Contractor shall provide adequate facilities, including but not limited to video conferencing capabilities, for proceedings of any nature including but not limited to administrative, probation, parole, attorney-client or judicial proceedings.

##### 4.6.2

The Contractor shall conduct reclassification and housing hearings on each inmate on an as needed basis, but not less than once every six (6) months. Copies of the written reports of the results of all hearings shall be provided to the Department within thirty (30) days after each hearing is completed. This report must contain by inmate, a summary of each inmate's housing, custody status, disciplinary actions(s), mental/physical health, and vocational/academic/treatment program activities.

#### 4.7 TRAINING OR EMPLOYMENT

##### 4.7.1

The Contractor shall have sufficient programming to allow every general population inmate to participate in programs of occupational training and industrial or other work in accordance with applicable ACA Standards. Nothing contained herein shall be construed to permit or require any inmate to participate in any training, industrial, or other work



program contrary to the laws of the jurisdiction in which the facility is located or the laws of the State of Wisconsin.

4.7.2

The Contractor shall have the right to dispose of all products produced by an inmate, shall retain all proceeds therefrom, and shall bear all costs of work programs.

4.7.3

In the case of handicraft or hobby craft programs, the inmate shall have the right to dispose of the products of his labor through sale on site, mailed or transferred to visitors, and if sold, to retain the proceeds of any sale of his work in accordance with the rules of the Contractor.

4.7.4

The Contractor is responsible for paying inmate wages from the inmate Manday rate in accordance with its policies and procedures.

4.8 DISCIPLINE

The Contractor shall be responsible for setting the standards of behavior and imposing discipline of inmates in accordance with federal, state, and local laws and the ACA Standards.

The Contractor shall, within fifteen (15) days after this Contract is executed, provide the Department with a copy of its standards of inmate behavior, inmate rules and regulations and standard operating procedures for administrative disciplinary hearings.

4.9 LAW LIBRARY

The Contractor shall provide the inmates in each of Contractor's facilities the same or equivalent access to court resources as the Department's inmates, including CD ROM legal research resources.

4.10 PROGRAMS

The Contractor agrees to provide sufficient programs to allow every general population inmate to participate in meaningful educational, vocational, drug or other treatment or work programs. The educational programs shall include but not be limited to Adult Basic Education (ABE) and General Equivalency Diploma (GED) or similar high school equivalency or literacy programs.

4.11 RELIGIOUS SERVICES

The contractor shall provide physical space and program services for the practice of all recognized faith groups consistent with ACA standards.

4.12 LEISURE ACTIVITIES

The Contractor shall provide recreational, library and leisure skills activities in accordance with applicable ACA standards. Indoor activities must be out-of-cell.

4.13 RIGHT OF INSPECTION

The Department shall have the right to inspect, at any time, any correctional institution of the Contractor in which Department inmates are confined in order to determine if that institution maintains standards of care and discipline in accordance with the ACA Standards and that the inmates therein are treated equitably, regardless of race, religion, color or national origin.

#### 4.14 CONFIDENTIALITY OF INFORMATION AND INSPECTION OF RECORDS

##### 4.14.1

All information obtained by the Contractor relating to any inmate of the Department shall be kept in absolute confidence and shall not be used by the Contractor in connection with any other matters, nor shall any such information be disclosed to any other person, firm or corporation, without prior written consent of the Department.

##### 4.14.2

The Contractor shall keep proper and complete books, records, and accounts with respect to the operation of each of the contractor's Facilities in which the Department's inmates are housed and shall permit the Department to inspect the same and make and take away copies thereof.

##### 4.14.3

The Contractor shall establish appropriate safeguards to protect the confidentiality of inmate records and minimize the possibility of their theft, loss, or destruction. Any and all records delivered by the Department to the Contractor or any employee or subcontractor of the Contractor are deemed confidential and privileged information.

#### 4.15 LAWS AND REGULATIONS

The Contractor shall at all times perform its duties under this contract in accordance with all applicable federal, state, and local laws and regulations, including protection of the confidentiality of all applicant recipient records, papers, documents, tapes or any other materials that have been or may hereafter be established which relate to this contract.

#### 4.16 USE OF FORCE

##### 4.16.1

The Contractor's employees shall be authorized to carry and use weapons only in accordance with ACA Standards, federal laws and the laws and regulations in effect in the state in which the Contractor's Facilities are located.

##### 4.16.2

The Contractor's employees shall be authorized to use non deadly force as the circumstances require and then only in accordance with federal laws and the laws and regulations in effect in the state in which the Contractor's facility is located.

##### 4.16.3

The Contractor's employees shall use deadly force only in accordance with federal law and the laws and regulations in effect in the state in which the Contractor's Facilities are located.

#### 4.17 ESCAPE

In the event of an escape the Contractor shall take all reasonable measures to recapture and prosecute inmates consistent with the laws of the state in which the Contractor's facility is located. The Contractor shall notify the Contract Administrator as soon as possible, but no more than two (2) hours upon the discovery of the escape of a Department inmate from the Contractor's custody. Documentation shall be forwarded to the Department demonstrating the reasonableness and the extent of all efforts to recapture the inmate(s). All recapturing costs shall be the responsibility of the Contractor.

#### 4.18 PHOTOGRAPHING AND RELEASE OF INMATE INFORMATION

The Contractor shall not release to the public any information, records or other data concerning inmates. The Contractor shall not release to the public personal histories or photographs of inmates or information concerning inmate's delivery, removal, intra-institutional transfer, retaking or release. The Contractor shall not permit reporters or photographers to interview or photograph inmates without the express written prior permission of the Department.

**4.19 DISCLOSURE OF INFORMATION**

No information regarding the Contractor's performance of the contract shall be disclosed by the Contractor to anyone other than the Department's officials unless written approval is obtained in advance from the Department.

**4.20 DRUG FREE FACILITY**

The Contractor shall make a good faith effort to maintain a drug-free facility.

**4.21 CONTINUITY OF SERVICES**

It is essential that the Contractor maintain continuity of service under this contract. Therefore, the Contractor shall cooperate with both the Contract Administrator and any successor Contractor to enable the smooth transition from one Contractor to another. This cooperation shall include the transfer of all records regarding each inmate. The Contractor shall assure that his/her direct staff is available for transition meetings and conferences with the Department's staff and the staff of the new Contractor.

**4.22 DRUG AND ALCOHOL TESTING**

The Contractor shall provide for drug and alcohol testing of all Inmates on a random basis, routine follow-up testing for those testing positive, routine testing for those for whom there are reasonable suspicions of drug use.

**4.23 SAFETY AND EMERGENCY PROCEDURES**

The Contractor shall provide copies of their safety, emergency and evacuation procedures in accordance with this Contract, including, but not limited to, contingency plans to assure operation of the Facilities in the event of an Employee labor dispute, riot, fire, civil disaster or power failure.

**4.24 LAUNDRY**

Contractor will provide laundry services.

**4.25 COMMISSARY**

Contractor will provide a commissary in accordance with ACA standards.

**4.26 MAIL**

Contractor will provide delivery of mail to inmates and send out mail from inmates in compliance with ACA standards.

**4.27 SUPPLIES**

Contractor will provide offenders with the following:  
Clothing—outerwear, underwear, socks and shoes.  
Hygiene—body soap, toothpaste, toothbrush.  
Linen—sheets, pillow, blanket, towel, washcloth.

Contractor will provide for periodic exchange of durable items and replacement for non-durable.

#### 4.28 GRIEVANCE PROCEDURE

Contractor will establish a formal grievance procedure for offenders in accordance with ACA standards.

### ARTICLE 5 COMPENSATION AND ADJUSTMENTS

#### 5.0 PAYMENT/INVOICES

##### 5.0.1

The Department shall pay the Contractor monthly for services rendered at the fixed daily Manday rate of \$42.00 per inmate. The Contractor shall submit itemized invoices setting forth the name of each Department inmate in one of the Contractor's Facilities and the number of days such inmate was in the care and custody of the Contractor during the month.

##### 5.0.2

Payment shall be based on the actual number of inmates per day at the Manday rate. The daily count of inmates at each of Contractor's facilities shall be the number of inmates as reported in the daily midnight Census Report. The Department will pay the Manday rate for the day of arrival, but not for the day of departure.

##### 5.0.3

The Contractor shall submit monthly invoices to the Contract Administrator no later than the tenth day of the month following the provision of services under this contract. The Contract Administrator shall be required to certify receipt of satisfactory services prior to authorizing payments to Contractor. The billing procedures set forth in paragraph number 11 in the Standard Terms and Conditions are incorporated herein by reference. Explicit reference to that paragraph here does not imply the balance of the Standard Terms and Conditions are not incorporated herein; the Contractor and the Department expressly agree that all of the Standard Terms and Conditions are intended to be incorporated herein.

##### 5.0.4

The Contractor shall include the following information in invoices:

- The contract number;
- The daily count for each Facility housing Department inmates;
- The service dates;
- The total amount due; and
- The Contractor's authorized signature.

##### 5.0.5

The Contractor shall submit a final invoice no later than sixty (60) days after expiration of the contract.

##### 5.0.6

At any time before final payment and three (3) years thereafter, the Contract Administrator may have the Contractor's invoices or vouchers and statements audited. The Department may reduce any payment by an amount determined by the Contract Administrator to constitute unallowable charges.

#### 5.1 ASSIGNMENT OF CONTRACT PAYMENTS

The Contractor shall not assign any interest in the contract agreement after the award, and shall not transfer any interest in the same, whether by assignment or notation without the prior written approval of the Contract Administrator.

## 5.2 FUNDS AVAILABLE AND AUTHORIZED

Contractor shall not be compensated for work performed under this Contract by any other agency or department of the State of Wisconsin. The Department has sufficient funds currently available and authorized for expenditure to finance the costs of transferring 500 inmates to the Contractor's Facilities. An additional 700 beds will be used by the Department per the schedule set forth in Section 3.0 upon the Wisconsin Legislature's Joint Finance Committee's approval. The parties understand that the Wisconsin Legislature's Joint Finance Committee must approve this Contract before it goes into effect.

## ARTICLE 6 INDEMNIFICATION, INSURANCE AND DEFENSE OF CLAIMS

### 6.0 INDEMNIFICATION , INSURANCE AND DEFENSE OF CLAIMS

#### 6.0.1

The Contractor shall defend, indemnify, and hold harmless the State of Wisconsin and the Department, and their officers, employees and agents against any and all claims, suits, causes of action, damages, liability, and judicial, administrative or regulatory orders, awards and notices of violation, court, including all costs, expenses, and attorneys' fees incurred, as a result of any act or omission by Contractor, or its employees, agents, subcontractors, or assignees, relating to or arising out of this Contract.

#### 6.0.2

The Contractor shall not waive, release, or otherwise forfeit or impair any possible claims, the State may have against any person or entity or any defense the State may have regarding claims related to or arising from or made in connection with the use, possession or operation of the Facilities by Contractor without the consent of the State. The Contractor shall, at its own expense, preserve all such available defenses and cooperate with the State to make such defenses available to the maximum extent allowed by law.

#### 6.0.3

In case any action, suit, notice of violation or proceeding is brought against the State by reason of any such claim, Contractor, upon notice from the State, shall, at its own expense, defend against such action by counsel satisfactory to the State, unless such action, suit, notice of violation or proceeding is defended against by counsel for any carrier of liability insurance provided for herein.

### 6.1 INSURANCE

#### 6.1.1

Without limiting Contractor's indemnification, Contractor shall continuously maintain and pay for such insurance as will protect Contractor and will protect the Department as a named insured and the State's employees from:

- a) all claims, including but not limited to claims for injury or death and claims based on violation of civil rights, arising from the services performed under the Contract; and
- b) actions by a third party against Contractor as a result of the Contract.

## 6.2 TYPES OF INSURANCE

### 6.2.1

Contractor must provide evidence (Certificate) of coverage at the Service Commencement Date of the contract, and within 30 days, the Contractor shall provide insurance policies and endorsements, in a form and with terms satisfactory to the Department, evidencing occurrence based insurance coverage of the following types, for the following purposes and in the following amounts:

a) Standard Worker's Compensation and Employers' Liability Insurance protecting the Contractor from claims for damages for physical or personal injury which may arise from operations performed pursuant to this Contract, whether such operations are performed by the Contractor, by a subcontractor, or by a person directly or indirectly employed by either of them, in the amount required by the Department.

b) Comprehensive General Liability Insurance, in an amount not less than two million dollars (\$2,000,000) for each occurrence with an aggregate of at least five million dollars (\$5,000,000). Coverage must include civil rights violations, which will include all claims brought by any persons, including but not limited to inmates, based in whole or in part on an alleged violation of this Contract, the United States or Wisconsin, statutes, policies, procedures, standards or regulation, including but not limited to, suits brought pursuant to 42 U.S.C. § 1983. Coverage shall include medical and professional liability for employed or contracted nurses, doctors, attorneys, counselors, psychologists and/or social workers.

c) Automobile and other vehicle liability insurance in an amount not less than \$2,000,000 per occurrence; to be provided under a business auto form.

### 6.2.2

All policies of insurance shall also include unlimited defense coverage in addition to the minimum levels of coverage required above.

## 6.3 INSURANCE SERVICES

### 6.3.1

All insurance policies required under this Contract must name the Wisconsin Department of Corrections, its officers, employees and agents as additional insureds and provide no less than sixty (60) days advance notice to the Department of any contemplated cancellation. The Department shall have the right, but not the obligation, to advance money to prevent the insurance herein from lapsing for nonpayment of premiums. If the Department advances such amount, then the Contractor shall be obligated to repay the Department the amount of any advances plus interest thereon at the legal maximum rate, and the Department shall be entitled to set off and deduct such amount from any amounts owed the Contractor pursuant to this Contract. No election by the Department to advance money to pay insurance premiums shall be deemed to cure default by the Contractor of its obligation under this Contract to provide insurance.

### 6.3.2

At least thirty (30) days prior to each policy anniversary date, the Contractor must provide the Department with renewal information, including estimated renewal premiums and suggested coverage changes.

### 6.3.3

Contractor shall provide constant monitoring of all companies providing coverage to ensure that the carriers are financially sound.

**6.4 NOTICE OF CLAIMS**

Within ten (10) business days after the Department receives a summons or other notice of claim, the Department shall notify Contractor in writing of the commencement thereof. Neither the State, its officers, employees or agents shall have any liability whatever for any failure to comply with the time requirements set forth in this Section.

**6.5 SURVIVAL**

Provisions of this Section survive the expiration or termination of this Contract.

**ARTICLE 7  
EMPLOYEES**

**7.0 INDEPENDENT CONTRACTOR**

**7.0.1**

Contractor is associated with the State only for the purposes and to the extent set forth in this Contract. Contractor is and shall be an independent contractor and, subject to the terms of this Contract, shall have the sole right to manage, control, operate and direct the performance of its duties under this Contract. Contractor, its agents and Employees shall not be considered agents or employees of the State, nor shall agents or employees of the State be considered agents or employees of the Contractor. Contractor's agents and employees shall not accrue leave, retirement, insurance, bonding use of the Department's vehicles or any other benefit afforded to the employees of the Department as a result of this Contract.

**7.0.2**

Contractor shall provide sufficient qualified and trained personnel to meet its obligations under this Contract.

**7.0.3**

Contractor's personnel will receive training in accordance with ACA Standards.

**ARTICLE 8  
CONTRACT COMPLIANCE**

**8.0 BREACH**

**8.0.1**

A party shall be deemed to have breached this Contract if any of the following occurs: (a) failure to perform in accordance with any term or provision of this Contract; (b) partial performance of any term or provision of this Contract; or (c) any act prohibited or restricted by this Contract.

**8.0.2**

The Contractor shall be deemed to have materially breached the Contract and the Department may terminate the Contract for cause of any of the following occurs: (a) failure to completely and timely perform any term or provision of the Contract; or (b) performance or occurrence of any act or condition prohibited or restricted by the Contract. For purposes of this Article, items (a) and (b) shall hereinafter be referred to as "Contractor Breach."

**8.0.3**

In the event of a Contractor Breach, the Department shall have available the following remedies, any one or more of which may be exercised by the Department: (a) actual

damages and any other remedy available at law or equity; and/or (b) partial withholding of the Department's performance under the Contract; and/or termination of the Contract.

8.0.4

In the event of Contractor Breach, the Department's Contract Administrator shall provide the Contractor with written notice of the Contractor Breach and a time period to cure said Contractor Breach. In the event the Contractor disagrees with the Department's determination of the Contractor Breach, period to cure, imposition of partial withholding or termination of the Contract, the Contractor shall appeal by notifying the Department's Contract Administrator in writing, who shall forward the appeal to the Department's Secretary for decision; provided, however, any appeal to the Department's Secretary shall not toll or otherwise affect the period to cure. In the event the Contractor fails to cure the Contractor Breach within the time period provided, then the Department shall have available any and all remedies described herein.

8.0.5

The language in 8.0.4 above regarding notice and opportunity to cure shall not be applicable in the event of successive or repeated Contractor Breaches of the same nature, in the event of abandonment of the Facilities by the Contractor, or in the event of a Court Order directing remedial action by the Department, in which case the Secretary may order immediate compliance, partial termination of the Contract for cause or termination of the Contract for cause.

8.0.6

The following shall constitute the breaches of the Contract on the part of the Department for which the Contractor may terminate the Contract: (a) To the extent it causes the Contractor to be unable to perform its obligations under this Contract, the persistent or repeated failure or refusal by the Department to substantially fulfill any of its obligations under this Contract, unless justified by Force Majeur, waived by the Contractor or excused by Contractor's default.

8.0.7

In the event of a breach by the Department, the Contractor shall notify the Department in writing within 30 (thirty) days after Contractor becomes aware of the breach. Said notice shall contain a description of the alleged breach. The Department shall be afforded a 45 (forty-five) day period in which to effect a cure or in which to take reasonable steps to effect a cure. If any cure is commenced within the time permitted which will take more than the time allotted above to effect a cure, then the Department shall be allowed the additional time as mutually agreed to by the parties.

8.0.8

Failure of the Contractor to provide the written notice described in 8.0.7 shall operate as an absolute waiver by the Contractor of the Department's breach.

8.0.9

In no event shall any breach on the part of the Department excuse the Contractor from full performance under this Contract.

ARTICLE 9  
MISCELLANEOUS

9.0 INVALIDITY AND SEVERABILITY

In the event that any provisions of this Contract shall be held to be invalid, such provision shall be null and void, and the validity of the remaining provisions of the Contract shall not in any way be affected thereby.



9.1 VENUE

This Contract shall be interpreted according to the law in the State of Wisconsin.

9.2 RELEASE

Contractor, upon final payment of the amount due under this Contract, releases the Department, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Contract. Contractor agrees not to purport to bind the Department to any obligation not assumed herein by the Department unless the Contractor has prior express written authority to do so, and then only within the strict limits of that authority.

9.3 AMENDMENT

This Contract shall not be altered, changed or amended except by mutual consent of all appropriate signatories, their designees or successors in writing.

9.4 ENTIRE AGREEMENT

This Contract incorporates the RFP #C-461, including but not limited to the Standard Terms and Conditions which are part thereof, the November 21, 1997, clarification to RFP #C-461 issued by the Department, the Contractor's November 26, 1997, response to RFP #C-461, and any and all written exchanges and agreements between the Contractor and the Department.

Any disputes between the parties as to the meaning of the agreement between the parties shall be resolved by referring to this Contract, then to the documents mentioned immediately above in the order in which they are listed.

9.5 FORCE MAJEURE

Neither party shall be deemed to be in violation of this Contract if is prevented from performing any of its obligations hereunder for any reason beyond its control, including acts of God, civil or military authority, act of public enemy or any other serious cause beyond the reasonable control of either party.

9.6 NO THIRD PARTY BENEFICIARIES

Nothing contained in this Contract or inferable from this Contract is intended to confer any rights or remedies upon any person whatsoever other than the parties named herein. Furthermore, no portion of this contract is intended to relieve or discharge the obligation of any third persons to any party to this Contract, and no provision herein contained shall be construed to give any third party any claim, action or right of subrogation against any party hereto.

9.7 SUCCESSORS IN INTEREST

The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

9.8 INTERNAL RELATONSHIPS

Nothing in this agreement shall be construed to affect the internal relationships of the subdivision, offices, departments or agencies of the parties.

9.9 NOTICES

All notices shall be sent certified mail, return receipt requested, to:

Department: Dick Verhagen, Administrator  
Division of Adult Institutions  
Wisconsin Department of Corrections  
149 E. Wilson Street  
Madison, Wisconsin 53702

Contractor: Linda G. Cooper, Vice President, Legal Affairs  
Corrections Corporation of America  
10 Burton Hills Boulevard  
Nashville, Tennessee 37215

9.10 POWERS OF THE PARTIES

The parties understand and agree that no clause, term, or condition of this Contract shall be construed to supersede the lawful powers or duties of either party.

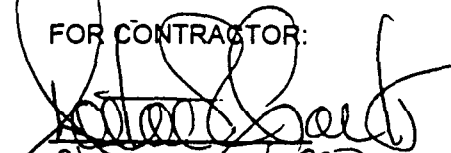
9.11 JUDICIAL ACTIONS

Any judicial action relating to the construction, interpretation or enforcement of the Contract shall be brought and venued in Dane County Circuit Court in Madison, Wisconsin. The Contractor hereby consents to personal jurisdiction in that venue and waives any defenses the Contractor otherwise might have relating thereto. The Contractor also hereby waives its right to a jury trial in connection with any judicial action or proceeding that may arise between the State and the Contractor concerning the construction, interpretation or enforcement of the contract.

The Contractor agrees to provide the Department with copies of civil and criminal pleadings filed by inmates in the Facilities by first class mail within ten (10) days after service on the Contractor. The Contractor shall not have to provide such copies to the Department if the pleadings appear to be frivolous in nature.

IN WITNESS WHEREOF, the parties hereunto affix their signatures below.

FOR CONTRACTOR:

  
Chairman & CEO

Date: 2 Feb 98

FOR THE DEPARTMENT:

\_\_\_\_\_  
Michael J. Sullivan, Secretary

Date: \_\_\_\_\_

Tommy G. Thompson  
Governor

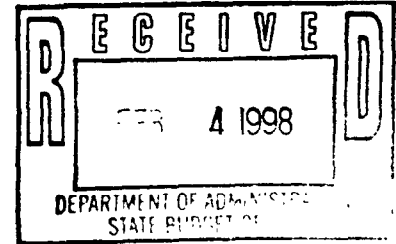
Michael J. Sullivan  
Secretary



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

## State of Wisconsin Department of Corrections

February 4, 1998



**TO:** Honorable Brian Burke, Co-Chair  
Joint Committee on Finance

Honorable John Gard, Co-Chair  
Joint Committee on Finance

**FROM:** Michael J. Sullivan, Secretary  
Department of Corrections

A handwritten signature in cursive script that reads "Michael J. Sullivan".

**RE:** S. 13.10 Request

The Department of Corrections (DOC) requests approval of the attached contract with Corrections Corporation of America (CCA), a private provider, for housing and services for up to 1,200 medium and maximum security inmates in two secure correctional facilities located in Hardeman County, Tennessee, at a rate of \$42 per day. In FY 98, up to 400 inmates will be transferred to Hardeman 1 facility. In FY 99, up to 800 inmates will be transferred to the Hardeman 2 facility. The statutes (sec. 302.26, Stats.) require the approval of the Committee or the passage of legislation in order to transfer more than ten inmates to another state.

### Background

Due to crowding in the adult institutions, 1997 WI Act 27, Section 3830r. created sec. 301.21(2m), Stats., to provide authority for the department to enter into one or more contracts with a private person for the transfer and confinement in another state of prisoners who have been committed to the custody of the department.

Pursuant to sec. 301.21 (2m) (a), Stats., the Department of Corrections issued a Request for Proposal (RFP) on November 13, 1997, seeking proposals from private prison contractors to house up to 1,500 Wisconsin prison inmates out of state. After receiving, evaluating, and scoring several proposals, on December 3, 1997, the Department issued a notice of intent to contract with the Corrections Corporation of America for inmate housing.

The contractor is required to provide for confinement, care, treatment, and rehabilitation for medium and maximum security adult males. The contractor also agrees to provide mental health, medical and dental care, and transportation for any groups of ten or more inmates both to and from Wisconsin.

There is some urgency in your consideration of this request. CCA has 200 beds available in February and 200 in March that they are holding open for us at a very favorable rate. The department does not want to jeopardize its chances of obtaining those sorely needed beds. Thus, if the Committee could consider approval of the contract before the end of February it will be very much appreciated.

### **Plan and Budget**

The department estimates that it has sufficient funds in Appropriation 114 to pay for the Hardeman County beds in FY 98. However, it will be necessary to return to the Joint Committee on Finance to request transfer of funds retained in 20.865(4)(a) in FY 99.

### **Summary**

The Department of Corrections requests approval of a contract with the Corrections Corporation of America, a private provider, to house up to 1200 medium and maximum adult male inmates in Hardeman County, Tennessee, at a daily rate of \$42.00.

Attachment



COPY

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

THIS AGREEMENT, is made and entered into by and between Texas Counties of Hood, Johnson, Palo Pinto, Comanche, Red River, Titus, Franklin, Morris, Van Zandt, Ector and Bowie (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:

TEXAS COUNTIES

Rodney Jeanis  
P.O. Box 630  
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 Departments 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 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 or movement between facilities. 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 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.

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 or 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 of Benefits

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

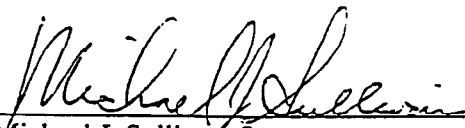
25. Conditions of the Parties Obligations

- (A) This Agreement is contingent 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.

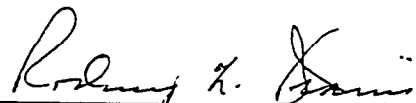
- (B) The Counties and the Department understand and agree that no clause, term or condition of this agreement shall be construed to supersede the lawful powers or duties of either party.
- (C) Nothing in this agreement shall be construed to affect the internal relationships of the subdivisions, offices, 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: 9/27/96  
Michael J. Sullivan, Secretary  
Department of Corrections

*Hood County, Texas*

By:  Date: 10-2-96  
Rodney L. Jeanis, Sheriff  
Hood County, Texas

By:  Date: 10.2.96  
Vincent J. Messina, County Attorney  
Hood County, Texas

By:  Date: 10-2-96  
Honorable Donald Cleveland  
Hood County Judge

Johnson County, Texas

By: Martin Griffith, Jr. Date: 10-08-96  
Martin Griffith, Jr., Sheriff  
Johnson County, Texas

By: Bill J. Moore Date: 10-8-96  
Bill J. Moore, County Attorney  
Johnson County, Texas

By: Roger Harmon Date: 10-8-96 --  
Honorable Roger Harmon  
Johnson County Judge

Palo Pinto County, Texas

By: Larry L. Watson Date: 10-07-96  
Larry L. Watson, Sheriff  
Palo Pinto County, Texas

By: Phillip Meyers Garrett Date: 10-7-96  
Phillip Meyers Garrett, County Attorney  
Palo Pinto County Texas

By: Mickey West Date: 10/07/96  
Honorable Mickey West  
Palo Pinto County Judge



*Comanche County, Texas*

By: *Billy J. Works* Date: *10/7/96*  
Billy J. Works, Sheriff  
Comanche County, Texas

By: *Terry McCall* Date: *10/7/96*  
Terry McCall, County Attorney  
Comanche County, Texas

By: *John M. Weaver* Date: *10/7/96*  
Honorable John Mack Weaver  
Comanche County Judge

RED RIVER COUNTY, TEXAS

By: Bob Edrington  
Bob Edrington, Sheriff  
Red River County, Texas

Date: 1-13-97


By: Jack Herrington  
Jack Herrington, County Attorney  
Red River County, Texas

Date: 1-13-97


By: L.D. Williamson  
Honorable L.D. Williamson  
Red River County Judge

Date: 1-13-97

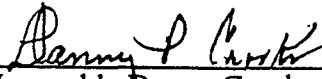
TITUS COUNTY, TEXAS

By:   
Ricky Poote, Sheriff  
Titus County, Texas

Date: 1-13-97


By:   
Tim Taylor, County Attorney  
Titus County, Texas

Date: 1-13-97

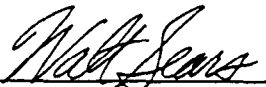
By:   
Honorable Danny Crooks  
Titus County Judge

Date: 01-13, 1997

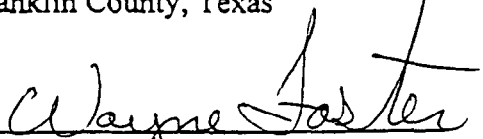
Franklin County, Texas

By:   
Charles White, Sheriff  
Franklin County, Texas

Date: 3-21-97

By:   
Walt Sears, County Attorney  
Franklin County, Texas

Date: 3-24-97

By:   
Honorable Wayne Foster  
Franklin County Judge

Date: 3-24-97

Morris County, Texas

By: C. R. Ricky Blackburn  
C. R. (Ricky) Blackburn, Sheriff  
Morris County, Texas

Date: 03-20-97

By: Richard Townsend  
Richard Townsend, County Attorney  
Morris County, Texas

Date: 3-20-97

By: Vanoy Boozer  
Honorable Vanoy Boozer  
Morris County Judge

Date: 3.20.97

Van Zandt County, Texas

By: Jeryl Cockerham  
Jeryl Cockerham, Sheriff  
Van Zandt County, Texas

Date: 3-24-97

By: Leslie Dixon  
Leslie Dixon, Criminal District Attorney  
Van Zandt County, Texas

Date: 3-24-97

By: [Signature]  
Honorable Rick Lawrence  
Van Zandt County Judge

Date: 3-24-97

*Ector County, Texas*

By: \_\_\_\_\_  
Reginald Yearwood, Sheriff  
Ector County, Texas

Date: \_\_\_\_\_


By: \_\_\_\_\_  
Tracy Bright, County Attorney  
Ector County, Texas

Date: \_\_\_\_\_

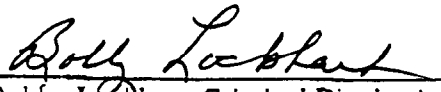
By: \_\_\_\_\_  
Honorable Jim Jordan  
Ector County Judge

Date: \_\_\_\_\_

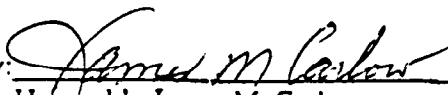
Bowie County, Texas

By:   
Mary Choate, Sheriff  
Bowie County, Texas

Date: 4-14-97

By:   
Bobby Lockhart, Criminal District Attorney  
Bowie County, Texas

Date: 4-14-97

By:   
Honorable James M. Carlow  
Bowie County Judge

Date: 4-14-97



Attachment I

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, COMANCHE, RED RIVER, TITUS, FRANKLIN, MORRIS, VAN ZANDT, ECTOR AND BOWIE (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, Comanche, Red River, Titus, Franklin, Morris, Van Zandt, Ector and Bowie are identified as follows:

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 to manage 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 from 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.

**COPY**

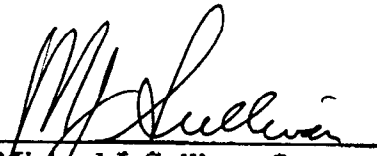
**EXTENSION OF CONTRACT BETWEEN TEXAS COUNTY  
JAILS AND WISCONSIN DEPARTMENT OF CORRECTIONS  
FOR THE TEMPORARY HOUSING OF INMATES**

The undersigned hereby agree to extend the contract between the County of Palo Pinto and the Department of Corrections, State of Wisconsin for the temporary housing of inmates which was dated the 7<sup>th</sup> day of October, 1996.

The contract shall extend from July 1, 1998 through June 30, 1999. All other terms and conditions of the contract shall remain the same.


In addition, the parties hereby agree to honor the terms and conditions of the contract it entered into with WIS/TEX Enterprises for the duration of this extension.

Department of Corrections  
State of Wisconsin

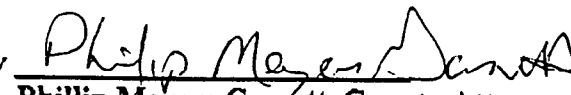
By   
Michael J. Sullivan, Secretary

Dated: 6/22/98

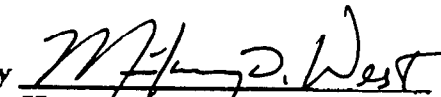
Palo Pinto County, Texas

By   
Larry L. Watson, Sheriff  
Palo Pinto County, Texas

Dated: 06-15-98

By   
Phillip Meyers Garrett, County Attorney  
Palo Pinto County, Texas

Dated: 06-22-98

By   
Honorable Mickey West  
Palo Pinto County Judge

Dated: 06-22-98

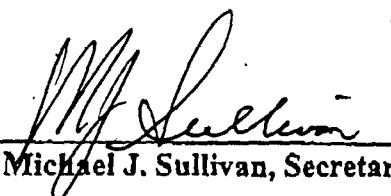
EXTENSION OF CONTRACT BETWEEN TEXAS COUNTY  
JAILS AND WISCONSIN DEPARTMENT OF CORRECTIONS  
FOR THE TEMPORARY HOUSING OF INMATES

The undersigned hereby agree to extend the contract between the County of Morris and the Department of Corrections, State of Wisconsin for the temporary housing of inmates which was dated the 20<sup>th</sup> day of March, 1997.

The contract shall extend from July 1, 1998 through June 30, 1999. All other terms and conditions of the contract shall remain the same.

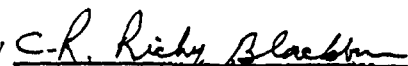
In addition, the parties hereby agree to honor the terms and conditions of the contract it entered into with WIS/TEX Enterprises for the duration of this extension.

Department of Corrections  
State of Wisconsin


By   
Michael J. Sullivan, Secretary

Dated: 6/29/98

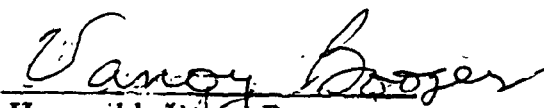
Morris County, Texas

By   
C. R. (Ricky) Blackburn, Sheriff  
Morris County, Texas

Dated: June 17, 1998

By   
Richard Townsend, County Attorney  
Morris County, Texas

Dated: June 18, 1998

By   
Honorable Vanoy Boozer  
Morris County Judge

Dated: 6-17-98

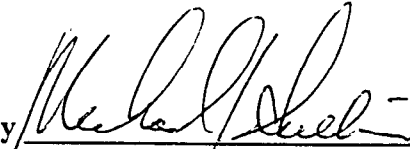
**EXTENSION OF CONTRACT BETWEEN TEXAS COUNTY  
JAILS AND WISCONSIN DEPARTMENT OF CORRECTIONS  
FOR THE TEMPORARY HOUSING OF INMATES**

The undersigned hereby agree to extend the contract between the County of Franklin and the Department of Corrections, State of Wisconsin for temporary housing of inmates which was dated the 24th day of March, 1997.

The contract shall extend from July 1, 1998 through June 30, 1999. All other terms and conditions of the contract shall remain the same.

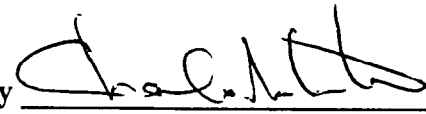
In addition, the parties hereby agree to honor the terms and conditions of the contract it entered into with WIS/TEX Enterprises for the duration of this extension.

Department of Corrections  
State of Wisconsin

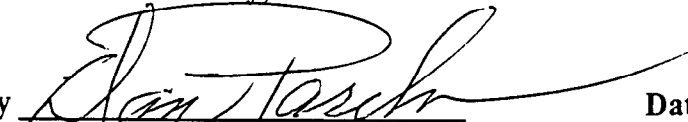
By   
Michael J. Sullivan, Secretary

Dated: 4/29/98

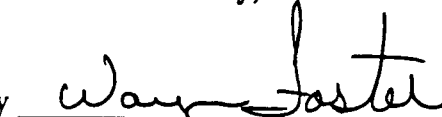
Franklin County, Texas

By   
Charles White, Sheriff  
Franklin County, Texas

Dated: 4-16-98

By   
Dan Parchman, County Attorney  
Franklin County, Texas

Dated: 4-16-98

By   
Honorable Wayne Foster  
Franklin County Judge

Dated: 4-16-98




EXTENSION OF CONTRACT BETWEEN TEXAS COUNTY  
JAILS AND WISCONSIN DEPARTMENT OF CORRECTIONS  
FOR THE TEMPORARY HOUSING OF INMATES

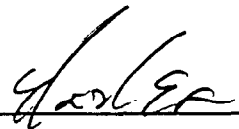
The undersigned hereby agree to extend the contract between the County of Red River and the Department of Corrections, State of Wisconsin for the temporary housing of inmates which was dated the 13<sup>th</sup> day of January, 1997.

The contract shall extend from July 1, 1998 through June 30, 1999. All other terms and conditions of the contract shall remain the same.

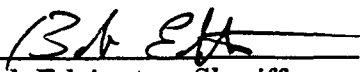
In addition, the parties hereby agree to honor the terms and conditions of the contract it entered into with WIS/TEX Enterprises for the duration of this extension.

Department of Corrections  
State of Wisconsin

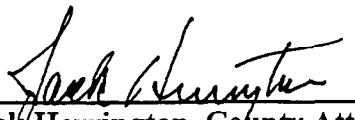
By   
Michael J. Sullivan, Secretary

Dated: 


Red River County, Texas

By   
Bob Edrington, Sheriff  
Red River County, Texas

Dated: 3-13-98

By   
Jack Herrington, County Attorney  
Red River County, Texas

Dated: 3-13-98

By   
Honorable L. D. Williamson  
Red River County Judge

Dated: 3-13-98

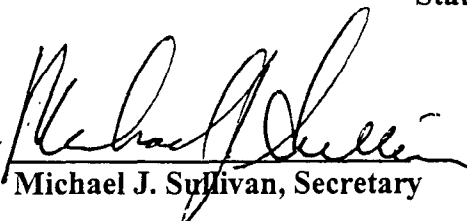
EXTENSION OF CONTRACT BETWEEN TEXAS COUNTY  
JAILS AND WISCONSIN DEPARTMENT OF CORRECTIONS  
FOR THE TEMPORARY HOUSING OF INMATES

The undersigned hereby agree to extend the contract between the County of Bowie and the Department of Corrections, State of Wisconsin for the temporary housing of inmates which was dated the 14<sup>th</sup> day of April, 1997.

The contract shall extend from July 1, 1998 through June 30, 1999. All other terms and conditions of the contract shall remain the same.

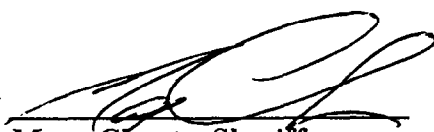
In addition, the parties hereby agree to honor the terms and conditions of the contract it entered into with WIS/TEX Enterprises for the duration of this extension.

Department of Corrections  
State of Wisconsin

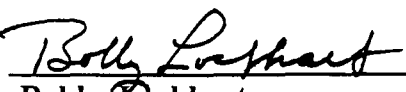
By   
Michael J. Sullivan, Secretary

Dated: 4/28/98

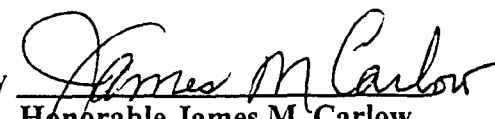
Bowie County, Texas

By   
Mary Choate, Sheriff  
Bowie County, Texas

Dated: April 27, 1998

By   
Bobby Lockhart  
Criminal District Attorney  
Bowie County, Texas

Dated: April 27, 1998

By   
Honorable James M. Carlow  
Bowie County Judge

Dated: April 27, 1998

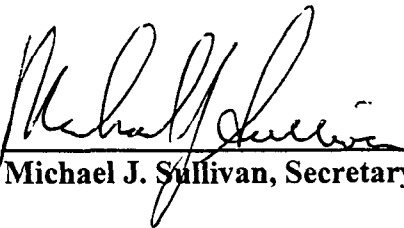
**EXTENSION OF CONTRACT BETWEEN TEXAS COUNTY  
JAILS AND WISCONSIN DEPARTMENT OF CORRECTIONS  
FOR THE TEMPORARY HOUSING OF INMATES**

The undersigned hereby agree to extend the contract between the County of Comanche and the Department of Corrections, State of Wisconsin for the temporary housing of inmates which was dated the 7<sup>th</sup> day of October, 1997.

The contract shall extend from July 1, 1998 through June 30, 1999. All other terms and conditions of the contract shall remain the same.

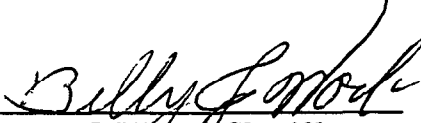
In addition, the parties hereby agree to honor the terms and conditions of the contract it entered into with WIS/TEX Enterprises for the duration of this extension.

Department of Corrections  
State of Wisconsin


By   
Michael J. Sullivan, Secretary

Dated: 6/2/98

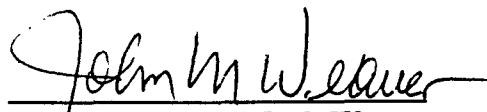
Comanche County, Texas

By   
Billy J. Works, Sheriff  
Comanche County, Texas

Dated: 4-20-98

By   
Charles Williams, County Attorney  
Comanche County, Texas

Dated: 4/14/98

By   
Honorable John Mack Weaver  
Comanche County Judge

Dated: 4/13/98

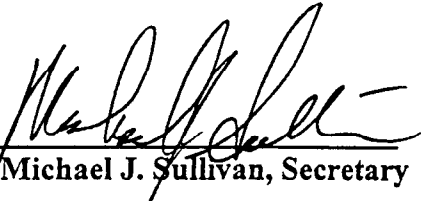
EXTENSION OF CONTRACT BETWEEN TEXAS COUNTY  
JAILS AND WISCONSIN DEPARTMENT OF CORRECTIONS  
FOR THE TEMPORARY HOUSING OF INMATES

The undersigned hereby agree to extend the contract between the County of Titus and the Department of Corrections, State of Wisconsin for the temporary housing of inmates which was dated the 13th day of January, 1997.

The contract shall extend from July 1, 1998 through June 30, 1999. All other terms and conditions of the contract shall remain the same.

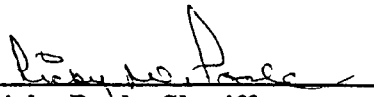
In addition, the parties hereby agree to honor the terms and conditions of the contract it entered into with WIS/TEX Enterprises for the duration of this extension.

Department of Corrections  
State of Wisconsin


By   
Michael J. Sullivan, Secretary

Dated: 4/27/98

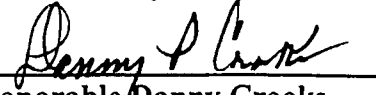
Titus County, Texas

By   
Ricky Poole, Sheriff  
Titus County, Texas

Dated: 4-27-98

By   
Tim Taylor, County Attorney  
Titus County, Texas

Dated: 4-27-98

By   
Honorable Danny Crooks  
Titus County, Texas

Dated: 4-27-98.

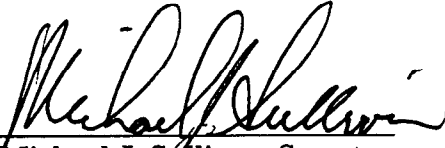
**EXTENSION OF CONTRACT BETWEEN TEXAS COUNTY  
JAILS AND WISCONSIN DEPARTMENT OF CORRECTIONS  
FOR THE TEMPORARY HOUSING OF INMATES**

The undersigned hereby agree to extend the contract between the County of Van Zandt and the Department of Corrections, State of Wisconsin for the temporary housing of inmates which was dated the 24<sup>th</sup> day of March, 1997.

The contract shall extend from July 1, 1998 through June 30, 1999. All other terms and conditions of the contract shall remain the same.


In addition, the parties hereby agree to honor the terms and conditions of the contract it entered into with WIS/TEX Enterprises for the duration of this extension.

Department of Corrections  
State of Wisconsin


By   
Michael J. Sullivan, Secretary

Dated: 6/29/98


Van Zandt County, Texas

By   
Bill Dean, Sheriff  
Van Zandt County, Texas

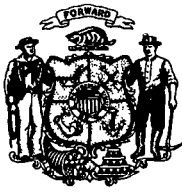
Dated: 5-13-98

By   
Leslie Dixon  
Criminal District Attorney  
Van Zandt County, Texas

Dated: 5-12-98

By   
Honorable Rick Lawrence  
Van Zandt County Judge

Dated: 5-12-98



State of Wisconsin  
1999 - 2000 LEGISLATURE

LRB-0458/P1  
JEO & RAC: A:....

Soon!  
with editing 12/10

D Note

JLg

**PRELIMINARY DRAFT - NOT READY FOR INTRODUCTION**

gen. cat.

1 AN ACT...; relating to: the confinement of Wisconsin prisoners in other states  
2 and withdrawing Wisconsin from the interstate corrections compact.

***Analysis by the Legislative Reference Bureau***

Under current law, a prisoner sentenced to the Wisconsin state prisons may be sent to another state for confinement in a prison in that state if the department of corrections (DOC) contracts for the confinement of Wisconsin prisoners with the other state, a political subdivision of the other state or a private person operating a private prison located in the other state. In addition, a prisoner sentenced to the Wisconsin state prisons may be sent to another state for confinement in a federal prison located in that state if DOC contracts with the federal government for the confinement of Wisconsin prisoners. As of January 1, 1999, DOC has entered into several contracts that provide for the confinement of Wisconsin prisoners in federal, state, local and private prisons in Minnesota, Oklahoma, Tennessee, Texas and West Virginia.

In addition, Wisconsin is a party to the interstate corrections compact. Under this compact Wisconsin may enter into contracts with other states that are party to the compact to provide for the confinement of prisoners in those other states. As of January 1, 1999, DOC has entered into contracts under the compact with several other states.

This bill eliminates DOC's authority to send Wisconsin prisoners to other states. Specifically, the bill: 1) prohibits DOC from sending any prisoners to another state on or after the date on which the bill becomes law; 2) withdraws Wisconsin from the interstate corrections compact; and 3) prohibits DOC from entering into any new

on which

contracts for the confinement of prisoners in another state. Except for contracts entered into under the interstate corrections compact, any contract that is in effect on the date the bill becomes law must be terminated by a specified date, which will be approximately one year from the date on which the bill becomes law. Prisoners confined in other states under one of these contracts will have to be returned to Wisconsin by the date on which the contract terminates.

With respect to contracts entered into under the interstate corrections compact, the compact provides that withdrawal from the compact takes effect one year after notice of withdrawal has been sent to the appropriate officials of other states. Contracts entered into before the effective date of withdrawal remain in effect and Wisconsin must provide for the return to this state of prisoners confined in other states under those contracts.

For further information see the *state* fiscal estimate, which will be printed as an appendix to this bill.

***The people of the state of Wisconsin, represented in senate and assembly, do enact as follows:***

1           SECTION 1. 20.410 (1) (a) <sup>X</sup> of the statutes is amended to read:

2           20.410 (1) (a) *General program operations.* The amounts in the schedule to  
3 operate institutions and provide field services and administrative services. ~~No~~  
4 ~~payments may be made under this paragraph for payments in accordance with other~~  
5 ~~states party to the interstate corrections compact under s. 302.25.~~ <sup>✓</sup>

History: 1989 a. 31 ss. 340, 361 to 380, 382 to 392; 1989 a. 107, 122, 359; 1991 a. 39; 1993 a. 16, 98, 377, 437, 490; 1995 a. 27, 77, 416, 440; 1997 a. 4, 27, 35, 237, 252, 275, 283, 284.

6           SECTION 2. 20.410 (1) (ab) <sup>X</sup> of the statutes is amended to read:

7           20.410 (1) (ab) *Corrections contracts and agreements.* The amounts in the  
8 schedule for payments made in accordance with contracts entered into under ss.  
9 ~~301.21, 302.25 and s. 302.27,~~ <sup>✓</sup> ~~contracts entered into with the federal government~~  
10 ~~under 18 USC 5003 and intra-agency agreements relating to the placement of~~  
11 ~~prisoners.~~

History: 1989 a. 31 ss. 340, 361 to 380, 382 to 392; 1989 a. 107, 122, 359; 1991 a. 39; 1993 a. 16, 98, 377, 437, 490; 1995 a. 27, 77, 416, 440; 1997 a. 4, 27, 35, 237, 252, 275, 283, 284.

12           SECTION 3. 20.410 (1) (b) <sup>X</sup> of the statutes is amended to read:

1           20.410 (1) (b) *Services for community corrections*. The amounts in the schedule  
2 to provide services related to probation, extended supervision and parole, the  
3 intensive sanctions program under s. 301.048, the community residential  
4 confinement program under s. 301.046, programs of intensive supervision of adult  
5 offenders and minimum security correctional institutions established under s.  
6 301.13. ~~No payments may be made under this paragraph for payments in accordance~~  
7 ~~with other states party to the interstate corrections compact under s. 302.25.~~

History: 1989 a. 31 ss. 340, 361 to 380, 382 to 392; 1989 a. 107, 122, 359; 1991 a. 39; 1993 a. 16, 98, 377, 437, 490; 1995 a. 27, 77, 416, 440; 1997 a. 4, 27, 35, 237, 252, 275, 283, 284.

8           **SECTION 4.** 301.07 of the statutes is renumbered 301.07 (1) and amended to  
9 read:

10           301.07 (1) The department may cooperate with the federal government in  
11 carrying out federal acts concerning adult corrections and youth corrections and,

12           (2) (a) Except as provided in par. (b), the department may not enter into  
13 contracts, renew or extend any contract with the federal government under 18 USC  
14 5003.

History: 1989 a. 31, 107; 1995 a. 27; 1997 a. 27.

15           **SECTION 5.** 301.07 of the statutes, as affected by 1999 Wisconsin Act .... (this  
16 act), is repealed and recreated to read:

17           **301.07 Cooperation with federal government.** The department may  
18 cooperate with the federal government in carrying out federal acts concerning adult  
19 corrections and youth corrections.

20           **SECTION 6.** 301.07 (2) (b) and (c) of the statutes are created to read:

21           301.07 (2) (b) If the department and the federal government entered into a  
22 contract under 18 USC 5003 before the effective date of this paragraph .... [revisor  
23 inserts date], and the contract is still in effect on the effective date of this paragraph  
24 .... [revisor inserts date], the department may renew or extend the contract only if



1 the renewed or extended contract terminates before the first day of the 13th month  
2 beginning after the effective date of this paragraph<sup>✓</sup>.... [revisor inserts date]. If the  
3 contract has a stipulated termination date that is later than the first day of the 13th  
4 month beginning after the effective date of this paragraph .... [revisor inserts date],  
5 or if the contract has no stipulated termination date, the department shall give notice  
6 of termination of the contract in accordance with the terms of the contract in a  
7 manner that ensures that the contract will be terminated no later than the first day  
8 of the 13th month beginning after the effective date of this paragraph .... [revisor  
9 inserts date].

10 (c) Beginning on the effective date of this paragraph<sup>✓</sup>.... [revisor inserts date],  
11 the department may not send a prisoner who is located in a prison in this state to  
12 another state under a contract entered into with the federal government under 18  
13 USC 5003 before the effective date of this paragraph .... [revisor inserts date], that  
14 is still in effect on the effective date of this paragraph .... [revisor inserts date].

15 **SECTION 7.** 301.21<sup>✓</sup> of the statutes, as affected by 1999 Wisconsin Act .... (this  
16 act), is repealed.

17 **SECTION 8.** 301.21 (1m) (a) (intro.)<sup>✓</sup> of the statutes is amended to read:

18 301.21 (1m) (a) (intro.) ~~The~~ Except as provided in sub. (5) (a)<sup>✓</sup>, the department  
19 may enter into one or more contracts with another state or a political subdivision of  
20 another state for the transfer and confinement in that state of prisoners who have  
21 been committed to the custody of the department. Any such contract shall provide  
22 for all of the following:

23 History: 1981 c. 20; 1983 a. 27; 1989 a. 31 s. 965; Stats. 1989 s. 301.21; 1990 a. 344; 1997 a. 27, 283.

**SECTION 9.** 301.21 (1m) (a) 1. of the statutes is amended to read:

1           301.21 (1m) (a) 1. A termination date, subject to sub. (5) (b). ✓

History: 1981 c. 20; 1983 a. 27; 1989 a. 31 s. 965; Stats. 1989 s. 301.21; 1995 a. 344; 1997 a. 27, 283.

2           **SECTION 10.** 301.21 (2m) (a) (intro.) of the statutes is amended to read:

3           301.21 (2m) (a) (intro.) The Except as provided in sub. (5) (a), the department  
4           may enter into one or more contracts with a private person for the transfer and  
5           confinement in another state of prisoners who have been committed to the custody  
6           of the department. Any such contract shall provide for all of the following:

History: 1981 c. 20; 1983 a. 27; 1989 a. 31 s. 965; Stats. 1989 s. 301.21; 1995 a. 344; 1997 a. 27, 283.

7           **SECTION 11.** 301.21 (2m) (a) 1. of the statutes is amended to read:

8           301.21 (2m) (a) 1. A termination date, subject to sub. (5) (b). ✓

History: 1981 c. 20; 1983 a. 27; 1989 a. 31 s. 965; Stats. 1989 s. 301.21; 1995 a. 344; 1997 a. 27, 283.

9           **SECTION 12.** 301.21 (5) of the statutes is created to read:

10          301.21 (5) (a) The department may not enter into a contract under this section  
11          on or after the effective date of this paragraph .... [revisor inserts date]. ✓

12          (b) If the department and another state, a political subdivision of another state  
13          or a private person entered into a contract under this section ✓ before the effective date  
14          of this paragraph ✓ .... [revisor inserts date], and the contract is still in effect on the  
15          effective date of this paragraph ✓ .... [revisor inserts date], the department may renew  
16          or extend the contract only if the renewed or extended contract terminates before the  
17          first day of the 13th month beginning after the effective date of this paragraph ....  
18          [revisor inserts date]. If the contract has a stipulated termination date that is later  
19          than the first day of the 13th month beginning after the effective date of this  
20          paragraph .... [revisor inserts date], the department shall give notice of termination  
21          of the contract in accordance with the terms of the contract in a manner that ensures  
22          that the contract will be terminated no later than the first day of the 13th month  
23          beginning after the effective date of this paragraph .... [revisor inserts date].

1 (c) Beginning on the effective date of this paragraph .... [revisor inserts date],  
2 the department may not transfer a prisoner located in this state to another state  
3 under a contract entered into under this section before the effective date of this  
4 paragraph .... [revisor inserts date], that is still in effect on the effective date of this  
5 paragraph .... [revisor inserts date].

6 SECTION 13. 302.02 (3t) <sup>X</sup> of the statutes is repealed.

7 SECTION 14. 302.18 (3) <sup>X</sup> of the statutes is repealed.

8 SECTION 15. 302.25 <sup>X</sup> of the statutes is repealed.

9 SECTION 16. 302.255 <sup>X</sup> of the statutes is repealed.

10 SECTION 17. 302.26 <sup>X</sup> of the statutes is repealed.

11 SECTION 18. **Nonstatutory provisions.**

12 (1) <sup>✓</sup> INTERSTATE CORRECTIONS COMPACT; LIMITATION ON CONTRACTS AND TRANSFERS;  
13 WITHDRAWAL.

14 (a) *No new contracts.* Beginning on the effective date of this <sup>✓</sup> paragraph, this  
15 state may not enter into a contract under section 302.25 <sup>✓</sup> of the statutes.

16 (b) *No prisoners to be sent out of state.* Beginning on the effective date of this  
17 paragraph, the <sup>✓</sup> department of corrections may not send a prisoner who is located in  
18 a prison in this state to another state under a contract entered into under section  
19 302.25 of the statutes.

20 (c) *Withdrawal.* By the repeal in this act of section 302.25 <sup>✓</sup> of the statutes  
21 Wisconsin withdraws from the interstate corrections compact. The secretary of  
22 corrections shall send formal written notice that this state withdraws from the  
23 interstate corrections compact to the appropriate officials of all other party states no  
24 later than the first day of the <sup>✓</sup> 4th month beginning after the effective date of this

1 paragraph. ✓ The secretary of corrections shall also perform all other functions  
2 necessary or incidental to withdrawing from the interstate corrections compact.

3 **SECTION 19. Effective dates.** This act takes effect on the day after publication,  
4 except as follows:

5 (1) The repeal of sections 301.21, 302.02 (3t), 302.18 (3), 302.25, 302.255 and  
6 302.26 of the statutes, ~~the~~ <sup>treatment</sup> amendment of sections 20.410 (1) (a), (ab) and (b) of the  
7 statutes and the repeal and recreation of section 301.07 of the statutes take effect on  
8 the first day of the 19th month beginning after publication.

9 the

(END) ✓

**DRAFTER'S NOTE**  
**FROM THE**  
**LEGISLATIVE REFERENCE BUREAU**

LRB-0458/P1dn  
JEO & RAC:.....

Jig

Representative Boyle:

Please review this draft carefully to make sure that it does what you want it to do. When reviewing the draft, note the following:

1. The draft covers the following: a) contracts with the federal government under s. 301.07, stats.; b) contracts under s. 301.21, stats., with other states, political subdivisions of other states and private persons in other states; and c) contracts under s. 302.25, stats., which is the interstate corrections compact. Is that your intent? Note that withdrawal from the interstate corrections compact is governed by s. 302.25 (8), stats., which requires a year delay from the date notice of withdrawal is sent to other party states.

2. Given the requirements under s. 302.25 (8), stats., concerning withdrawal from the interstate corrections compact, it seemed to make sense to provide for similar sort of "lag time" for termination of the other contracts covered by the draft. Specifically, while the draft prohibits DOC from entering into new contracts to send prisoners out of state, the draft does allow DOC to renew or extend an existing contract as long as the contract expires by the first day of the 13th month beginning after publication (that is, approximately one year after the draft takes effect). The draft uses the one-year period because most of the current contracts are for one year periods.

If a contract does not have an expiration date (like the contract with the federal bureau of prisons) or has an expiration date that is beyond one year after the draft takes effect, things get a bit trickier. The draft provides that in either situation DOC must take steps to terminate the contract so that it ends by the first day of the 13th month beginning after publication. This provision will work if the contract allows for unilateral termination upon written notice given no more than 12 months in advance. The current contracts that I have reviewed allow for termination upon 30 or 60 days written notice.

However, if a contract has no unilateral termination provision or one that requires, say, 18 months advance notice, then requiring DOC to terminate the contract within a year of the effective date might impair a contractual obligation in violation of article I, section 12, of the state constitution. In that situation, DOC might be limited to terminating the contract as soon as its terms allowed or, if the contract did not allow termination, to complying with the contract until it expired. It seems to me, though, that DOC is unlikely to enter into a contract with no unilateral termination provision or with a notice requirement exceeding 12 months.

3. The draft prohibits sending any new prisoners out of state under any existing contract on or after the effective date of the draft. Is that your intent? Again, this provision may present a problem if it has the effect of impairing a contractual obligation. For example, say the draft was enacted and took effect on February 1st and that DOC had a previous contract with Illinois to transfer 100 prisoners on January 15th and 100 prisoners on March 1st. The provision in the draft prohibiting sending more prisoners out of state after the effective date might impair DOC's obligation to deliver prisoners to Illinois on March 1st and, if so, would be unenforceable as to such a provision.

4. As I discussed with your aide Mary Lou, I will provide a copy of the draft to Jere Bauer at LFB so that he can advise you as to the possible fiscal impact of this draft.

Please let us know if you have any questions or changes.

Jefren E. Olsen  
Legislative Attorney  
266-8906

Richard A. Champagne  
Legislative Attorney  
266-9930

**DRAFTER'S NOTE**  
**FROM THE**  
**LEGISLATIVE REFERENCE BUREAU**

LRB-0458/P1dn  
JEO & RAC;jlg:lp

December 14, 1998

Representative Boyle:

Please review this draft carefully to make sure that it does what you want it to do. When reviewing the draft, note the following:

1. The draft covers the following: a) contracts with the federal government under s. 301.07, stats.; b) contracts under s. 301.21, stats., with other states, political subdivisions of other states and private persons in other states; and c) contracts under s. 302.25, stats., which is the interstate corrections compact. Is that your intent? Note that withdrawal from the interstate corrections compact is governed by s. 302.25 (8), stats., which requires a year delay from the date notice of withdrawal is sent to other party states.

2. Given the requirements under s. 302.25 (8), stats., concerning withdrawal from the interstate corrections compact, it seemed to make sense to provide for similar sort of "lag time" for termination of the other contracts covered by the draft. Specifically, while the draft prohibits DOC from entering into new contracts to send prisoners out of state, the draft does allow DOC to renew or extend an existing contract as long as the contract expires by the first day of the 13th month beginning after publication (that is, approximately one year after the draft takes effect). The draft uses the one-year period because most of the current contracts are for one year periods.

If a contract does not have an expiration date (like the contract with the federal bureau of prisons) or has an expiration date that is beyond one year after the draft takes effect, things get a bit trickier. The draft provides that in either situation DOC must take steps to terminate the contract so that it ends by the first day of the 13th month beginning after publication. This provision will work if the contract allows for unilateral termination upon written notice given no more than 12 months in advance. The current contracts that I have reviewed allow for termination upon 30 or 60 days written notice.

However, if a contract has no unilateral termination provision or one that requires, say, 18 months advance notice, then requiring DOC to terminate the contract within a year of the effective date might impair a contractual obligation in violation of article I, section 12, of the state constitution. In that situation, DOC might be limited to terminating the contract as soon as its terms allowed or, if the contract did not allow termination, to complying with the contract until it expired. It seems to me, though, that DOC is unlikely to enter into a contract with no unilateral termination provision or with a notice requirement exceeding 12 months.

3. The draft prohibits sending any new prisoners out of state under any existing contract on or after the effective date of the draft. Is that your intent? Again, this provision may present a problem if it has the effect of impairing a contractual obligation. For example, say the draft was enacted and took effect on February 1st and that DOC had a previous contract with Illinois to transfer 100 prisoners on January 15th and 100 prisoners on March 1st. The provision in the draft prohibiting sending more prisoners out of state after the effective date might impair DOC's obligation to deliver prisoners to Illinois on March 1st and, if so, would be unenforceable as to such a provision.

4. As I discussed with your aide Mary Lou, I will provide a copy of the draft to Jere Bauer at LFB so that he can advise you as to the possible fiscal impact of this draft.

Please let us know if you have any questions or changes.

Jefren E. Olsen  
Legislative Attorney  
266-8906

Richard A. Champagne  
Legislative Attorney  
266-9930





State of Wisconsin  
1999 - 2000 LEGISLATURE

LRB-0458/11  
JEO & RAC:jlg:lp

Soon

~~PRELIMINARY DRAFT - NOT READY FOR INTRODUCTION~~

Regen

1 AN ACT *to repeal* 301.21, 302.02 (3t), 302.18 (3), 302.25, 302.255 and 302.26; *to*  
2 *renumber and amend* 301.07; *to amend* 20.410 (1) (a), 20.410 (1) (ab), 20.410  
3 (1) (b), 301.21 (1m) (a) (intro.), 301.21 (1m) (a) 1., 301.21 (2m) (a) (intro.) and  
4 301.21 (2m) (a) 1.; *to repeal and recreate* 301.07; and *to create* 301.07 (2) (b)  
5 and (c) and 301.21 (5) of the statutes; **relating to:** the confinement of Wisconsin  
6 prisoners in other states and withdrawing Wisconsin from the interstate  
7 corrections compact.

***Analysis by the Legislative Reference Bureau***

Under current law, a prisoner sentenced to the Wisconsin state prisons may be sent to another state for confinement in a prison in that state if the department of corrections (DOC) contracts for the confinement of Wisconsin prisoners with the other state, a political subdivision of the other state or a private person operating a private prison located in the other state. In addition, a prisoner sentenced to the Wisconsin state prisons may be sent to another state for confinement in a federal prison located in that state if DOC contracts with the federal government for the confinement of Wisconsin prisoners. As of January 1, 1999, DOC has entered into several contracts that provide for the confinement of Wisconsin prisoners in federal, state, local and private prisons in Minnesota, Oklahoma, Tennessee, Texas and West Virginia.

In addition, Wisconsin is a party to the interstate corrections compact. Under this compact Wisconsin may enter into contracts with other states that are party to the compact to provide for the confinement of prisoners in those other states. As of January 1, 1999, DOC has entered into contracts under the compact with several other states.

This bill eliminates DOC's authority to send Wisconsin prisoners to other states. Specifically, the bill: 1) prohibits DOC from sending any prisoners to another state on or after the date on which the bill becomes law; 2) withdraws Wisconsin from the interstate corrections compact; and 3) prohibits DOC from entering into any new contracts for the confinement of prisoners in another state. Except for contracts entered into under the interstate corrections compact, any contract that is in effect on the date on which the bill becomes law must be terminated by a specified date, which will be approximately one year from the date on which the bill becomes law. Prisoners confined in other states under one of these contracts will have to be returned to Wisconsin by the date on which the contract terminates.

With respect to contracts entered into under the interstate corrections compact, the compact provides that withdrawal from the compact takes effect one year after notice of withdrawal has been sent to the appropriate officials of other states. Contracts entered into before the effective date of withdrawal remain in effect and Wisconsin must provide for the return to this state of prisoners confined in other states under those contracts.

For further information see the *state* fiscal estimate, which will be printed as an appendix to this bill.

---

***The people of the state of Wisconsin, represented in senate and assembly, do enact as follows:***

1           **SECTION 1.** 20.410 (1) (a) of the statutes is amended to read:

2           20.410 (1) (a) *General program operations.* The amounts in the schedule to  
3 operate institutions and provide field services and administrative services. No  
4 ~~payments may be made under this paragraph for payments in accordance with other~~  
5 ~~states party to the interstate corrections compact under s. 302.25.~~

6           **SECTION 2.** 20.410 (1) (ab) of the statutes is amended to read:

7           20.410 (1) (ab) *Corrections contracts and agreements.* The amounts in the  
8 schedule for payments made in accordance with contracts entered into under ss.  
9 ~~301.21, 302.25 and s. 302.27, contracts entered into with the federal government~~

1 ~~under 18 USC 5003~~ and intra-agency agreements relating to the placement of  
2 prisoners.

3 **SECTION 3.** 20.410 (1) (b) of the statutes is amended to read:

4 20.410 (1) (b) *Services for community corrections.* The amounts in the schedule  
5 to provide services related to probation, extended supervision and parole, the  
6 intensive sanctions program under s. 301.048, the community residential  
7 confinement program under s. 301.046, programs of intensive supervision of adult  
8 offenders and minimum security correctional institutions established under s.  
9 301.13. ~~No payments may be made under this paragraph for payments in accordance~~  
10 ~~with other states party to the interstate corrections compact under s. 302.25.~~

11 **SECTION 4.** 301.07 of the statutes is renumbered 301.07 (1) and amended to  
12 read:

13 301.07 (1) The department may cooperate with the federal government in  
14 carrying out federal acts concerning adult corrections and youth corrections and

15 (2) (a) Except as provided in par. (b), the department may not enter into  
16 contracts, renew or extend any contract with the federal government under 18 USC  
17 5003.

18 **SECTION 5.** 301.07 of the statutes, as affected by 1999 Wisconsin Act .... (this  
19 act), is repealed and recreated to read:

20 **301.07 Cooperation with federal government.** The department may  
21 cooperate with the federal government in carrying out federal acts concerning adult  
22 corrections and youth corrections.

23 **SECTION 6.** 301.07 (2) (b) and (c) of the statutes are created to read:

24 301.07 (2) (b) If the department and the federal government entered into a  
25 contract under 18 USC 5003 before the effective date of this paragraph .... [revisor

1 inserts date], and the contract is still in effect on the effective date of this paragraph  
2 .... [revisor inserts date], the department may renew or extend the contract only if  
3 the renewed or extended contract terminates before the first day of the 13th month  
4 beginning after the effective date of this paragraph .... [revisor inserts date]. If the  
5 contract has a stipulated termination date that is later than the first day of the 13th  
6 month beginning after the effective date of this paragraph .... [revisor inserts date],  
7 or if the contract has no stipulated termination date, the department shall give notice  
8 of termination of the contract in accordance with the terms of the contract in a  
9 manner that ensures that the contract will be terminated no later than the first day  
10 of the 13th month beginning after the effective date of this paragraph .... [revisor  
11 inserts date].

12 (c) Beginning on the effective date of this paragraph .... [revisor inserts date],  
13 the department may not send a prisoner who is located in a prison in this state to  
14 another state under a contract entered into with the federal government under 18  
15 USC 5003 before the effective date of this paragraph .... [revisor inserts date], that  
16 is still in effect on the effective date of this paragraph .... [revisor inserts date].

17 **SECTION 7.** 301.21 of the statutes, as affected by 1999 Wisconsin Act .... (this  
18 act), is repealed.

19 **SECTION 8.** 301.21 (1m) (a) (intro.) of the statutes is amended to read:

20 301.21 (1m) (a) (intro.) The Except as provided in sub. (5) (a), the department  
21 may enter into one or more contracts with another state or a political subdivision of  
22 another state for the transfer and confinement in that state of prisoners who have  
23 been committed to the custody of the department. Any such contract shall provide  
24 for all of the following:

25 **SECTION 9.** 301.21 (1m) (a) 1. of the statutes is amended to read:

1           301.21 (1m) (a) 1. A termination date, subject to sub. (5) (b).

2           **SECTION 10.** 301.21 (2m) (a) (intro.) of the statutes is amended to read:

3           301.21 (2m) (a) (intro.) ~~The~~ Except as provided in sub. (5) (a), the department  
4 may enter into one or more contracts with a private person for the transfer and  
5 confinement in another state of prisoners who have been committed to the custody  
6 of the department. Any such contract shall provide for all of the following:

7           **SECTION 11.** 301.21 (2m) (a) 1. of the statutes is amended to read:

8           301.21 (2m) (a) 1. A termination date, subject to sub. (5) (b).

9           **SECTION 12.** 301.21 (5) of the statutes is created to read:

10          301.21 (5) (a) The department may not enter into a contract under this section  
11 on or after the effective date of this paragraph .... [revisor inserts date].

12          (b) If the department and another state, a political subdivision of another state  
13 or a private person entered into a contract under this section before the effective date  
14 of this paragraph .... [revisor inserts date], and the contract is still in effect on the  
15 effective date of this paragraph .... [revisor inserts date], the department may renew  
16 or extend the contract only if the renewed or extended contract terminates before the  
17 first day of the 13th month beginning after the effective date of this paragraph ....  
18 [revisor inserts date]. If the contract has a stipulated termination date that is later  
19 than the first day of the 13th month beginning after the effective date of this  
20 paragraph .... [revisor inserts date], the department shall give notice of termination  
21 of the contract in accordance with the terms of the contract in a manner that ensures  
22 that the contract will be terminated no later than the first day of the 13th month  
23 beginning after the effective date of this paragraph .... [revisor inserts date].

24          (c) Beginning on the effective date of this paragraph .... [revisor inserts date],  
25 the department may not transfer a prisoner located in this state to another state

1 under a contract entered into under this section before the effective date of this  
2 paragraph .... [revisor inserts date], that is still in effect on the effective date of this  
3 paragraph .... [revisor inserts date].

4 **SECTION 13.** 302.02 (3t) of the statutes is repealed.

5 **SECTION 14.** 302.18 (3) of the statutes is repealed.

6 **SECTION 15.** 302.25 of the statutes is repealed.

7 **SECTION 16.** 302.255 of the statutes is repealed.

8 **SECTION 17.** 302.26 of the statutes is repealed.

9 **SECTION 18. Nonstatutory provisions.**

10 (1) INTERSTATE CORRECTIONS COMPACT; LIMITATION ON CONTRACTS AND TRANSFERS;  
11 WITHDRAWAL.

12 (a) *No new contracts.* Beginning on the effective date of this paragraph, this  
13 state may not enter into a contract under section 302.25 of the statutes.

14 (b) *No prisoners to be sent out of state.* Beginning on the effective date of this  
15 paragraph, the department of corrections may not send a prisoner who is located in  
16 a prison in this state to another state under a contract entered into under section  
17 302.25 of the statutes.

18 (c) *Withdrawal.* By the repeal in this act of section 302.25 of the statutes  
19 Wisconsin withdraws from the interstate corrections compact. The secretary of  
20 corrections shall send formal written notice that this state withdraws from the  
21 interstate corrections compact to the appropriate officials of all other party states no  
22 later than the first day of the 4th month beginning after the effective date of this  
23 paragraph. The secretary of corrections shall also perform all other functions  
24 necessary or incidental to withdrawing from the interstate corrections compact.

