

Committee Name:
Joint Committee – Finance
(JC–Fi)

Appointments

99hr_JC–Fi_Appt_pt00

Committee Hearings

99hr_JC–Fi_CH_pt00

Committee Reports

99hr_JC–Fi_CR_pt00

Clearinghouse Rules

99hr_JC–Fi_CRule_99–

Executive Sessions

99hr_JC–Fi_ES_pt00

Hearing Records

99hr_ab0000

99hr_sb0000

Misc.

99hr_JC–Fi__Misc__s.13.10_pt01d

Record of Committee Proceedings

99hr_JC–Fi_RCP_pt00

S. 13.10 REQUESTS

1999

JC-F:

DOC

Tommy G. Thompson
Governor

Jon E. Litscher
Secretary



State of Wisconsin
Department of Corrections

Mailing Address

149 East Wilson Street
Post Office Box 7925
Madison, WI 53707-7925
Telephone (608) 266-2471
Fax (608) 267-3661

November 24, 1999

TO: The Honorable Brian Burke, Co-Chair
Joint Committee on Finance
Room 316 South, State Capitol
Madison, WI 53702

The Honorable John Gard, Co-Chair
Joint Committee on Finance
Room 315 North, State Capitol
Madison, WI 53702

FROM: Jon E. Litscher, Secretary
Department of Corrections

SUBJECT: §13.10 Request – Transfer of 10.00 FTE from the Juvenile Correctional Services appropriation to the newly created Juvenile Boot Camp Program appropriation

Request:

The Department of Corrections (DOC) requests the transfer of 10.00 FTE from §20.410(3)(hm), Juvenile Correctional Services to §20.410(3)(bb), Juvenile Boot Camp Program. This would reduce the position authority by 10.00 PR FTE in the Juvenile Correctional Services appropriation and increase the position authority by 10.00 GPR FTE in the Juvenile Boot Camp Program.

Background:

The Youth Leadership Training Center (YLTC) is a secured boot camp facility for male juveniles operated by the Division of Juvenile Corrections. YLTC was previously funded completely by program revenue. The operating costs of the facility were included in calculating the daily rate charged for juveniles who were placed at state secured correctional facilities.

1999 Act 9 created a GPR appropriation to partially fund the operating costs of YLTC, thus reducing the daily rate for secured juvenile facility care. The 1999-01 biennial budget provided \$844,400 GPR in FY00 and \$712,800 GPR in FY01 and deleted \$844,400 PR in FY00 and \$712,800 PR in FY01.

Analysis:

While the new GPR appropriation provided partial funding for the operating costs associated with YLTC (including salary and fringe benefits for 10.00 GPR FTE), no position authority was authorized in the new GPR appropriation. We are requesting that 10.00 PR FTE that are currently budgeted in the Juvenile Correctional Services appropriation be transferred to the Juvenile Boot Camp Program appropriation where there is funding. This would reduce the Juvenile Correctional Services appropriation by 10.00 PR FTE and increase the Juvenile Boot Camp Program appropriation by 10.00 GPR FTE.

The 10.00 PR FTE that would be transferred to the GPR appropriation include:

- 3.0 Supervising Youth Counselors
- 4.0 Assistant Institution Unit Supervisors
- 1.0 Teacher Supervisor
- 1.0 Corrections Unit Supervisor
- 1.0 Superintendent

Summary:

DOC is requesting the transfer of 10.00 FTE from Juvenile Correctional Services to Juvenile Boot Camp Program.

cc: Robert Lang, Legislative Fiscal Bureau
George Lightbourn, Department of Administration

Prepared by: Dawn Woeshnick, Bureau of Budget and Facilities Management
266-0569

Tommy G. Thompson
Governor

Jon E. Litscher
Secretary



**State of Wisconsin
Department of Corrections**

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TO: The Honorable John Gard, Co-Chair
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The Honorable Brian Burke, Co-Chair
Joint Committee on Finance
Room 315 North, State Capitol
Madison, WI 53702

FROM: Jon E. Litscher, Secretary
Department of Corrections

SUBJECT: §13.10 Request – Out-of-State Contract Beds

Request:

The Department of Corrections (DOC) requests the following:

- Approval of an additional 1,893 beds with CCA. The new sites and beds would be as follows:

<input type="checkbox"/> Prairie Correctional Facility, Appleton MN	500
<input type="checkbox"/> West Tennessee Detention Facility, Mason TN	369
<input type="checkbox"/> Tallahatchee Correctional Facility, Tutweiler MS	1,024
- Approval of one master contract (attached) with the Corrections Corporation of America (CCA) that will permit placement of a total of 4,833 male inmates in five out-of-state CCA facilities at a cost of \$42 per day. The master contract would allow the Department to shift beds and inmates within approved facilities and within approved bed authority to meet the operational needs of the Department.

In December 1998, the Joint Finance Committee authorized Corrections to modify the number of inmates at currently approved sites as long as the number of out-of-state beds does not exceed the total number of beds approved by the Committee with the requirement that Corrections report any modifications to the site-specific caps within five working days. At the September 13.10 meeting, it was noted that this authority

applies in perpetuity. The master contract would not have site-specific caps and therefore the Department would not have to report modifications within CCA contract beds.

- Approval of a contract (attached) with McCloud Correctional Services L.L.C. for the placement of up to 127 women at the Central Oklahoma Correctional Facility in McCloud, Oklahoma, at a cost of \$50 per day for the first contract year, \$51 for the second and \$52 for the third.
- Approval of 40 additional female beds at the Federal Prison Camp in Alderson, West Virginia at a cost of \$55 per day.
- Transfer of \$8,788,600 GPR in FY00 and \$25,252,400 GPR in FY01 from the Joint Committee on Finance's (JCF) appropriation under §20.865(4)(a) to §20.410(1)(ab), corrections contracts and agreements, to fund 1,240 new male out-of-state contract beds (653 Texas beds will also be reallocated to CCA beds) and 167 new female out-of-state contract beds in Oklahoma and West Virginia.
- Transfer of \$1,176,600 GPR in FY00 and \$493,300 GPR in FY01 from the Committee's appropriation under §20.865(4)(a) to §20.410(1)(a), general program operations, to support contract monitoring and offender program reviews (6.0 GPR FTE), to develop televisiting capabilities (3.2 GPR FTE) and to reimburse the Department for costs associated with crowding at DOC in-state correctional institutions due to delays in securing additional contract facilities.

Background:

The 1999-01 biennial budget (1999 Act 9) provided full funding for 3,857 out of state contract beds. In addition, \$13.8 million GPR in FY 00 and \$44.8 million GPR in FY 01 was placed in the Committee's appropriation for additional contract beds and potential rate increases.

On November 19, 1999, the Department housed 20,012 inmates including 4,109 inmates in out-of-state contract beds. The total capacity, including contract beds, is 15,547. Additional out-of-state contract bed authority is requested at this time because of immediate space constraints and continued population pressures.

The Department issued a Request for Proposals for additional contract beds in September 1999. As a part of the procedure, site visits were made to all of the proposed facilities (with the exception of the Tallahatchee facility, which is under construction and will be visited upon completion in April 2000).

Various department staff, including the division administrator, contract monitor supervisor, and a registered nurse participated in the visits. At each location, team members spoke with wardens, management staff, line staff, and inmates. Health service records including

medical charts and documents were examined. The visits included ample opportunity for questions and answers.

The intent to award letter was sent to applicants in early November. The appeals process has been completed and the Committee is being requested to approve the contract with CCA and with McCloud Correctional Services.

Analysis:

Listed below is a chart indicating current authorized out of state contract beds, proposed changes, and the total number of out-of-state contract beds that will be authorized if this request is approved.

DOC Out-of-State Contract Beds

<u>Location</u>	<u>Current Authority</u>	<u>Modification</u>	<u>New Total</u>
<u>CCA</u>			
Whiteville, TN	1,500	0	1,500
Sayre, OK	1,440	0	1,440
Appleton, MN	0	500	500
Mason, TN	0	369	369
<u>Tutweiler, MS</u>	<u>0</u>	<u>1,024</u>	<u>1,024</u>
<i>Sub-Total</i>	<i>2,940</i>	<i>1,893</i>	<i>4,833</i>
<u>Federal</u>			
Duluth, MN	354	0	354
<u>Alderson, WV (women)</u>	<u>160</u>	<u>40</u>	<u>200</u>
<i>Sub-Total</i>	<i>514</i>	<i>40</i>	<i>554</i>
<u>McCloud Corr. Svc.</u>			
McCloud, OK (women)	0	127	127
<u>Texas Counties*</u>			
	<u>653</u>	<u>(653)</u>	<u>0</u>
TOTALS	4,107	1,407	5,514

**Phased out by June 30, 2000*

Corrections Corporation of America Contract

The Department is requesting approval of a master contract with CCA. In addition to current CCA beds for male inmates, the contract would include 500 at Prairie Correctional Facility in Appleton, Minnesota; 369 at the West Tennessee Detention Facility in Mason, Tennessee; and 1,024 at the Tallahatchee Correctional Facility in Tutweiler, Mississippi. The Tallahatchee facility is under construction and will be available April 1, 2000. The others are available immediately. The beds are available at a rate of \$42 per day, which is the same rate as the current contracts with CCA in Whiteville, Tennessee and Sayre, Oklahoma.

Some significant contract enhancements have been added to the current contract with CCA. The improvements and the daily rate (\$42) will apply to both current and new CCA facilities. The modifications are as follows:

- ❑ CCA has responsibility for any inmate property damaged in transport.
- ❑ Phone costs for inmates at contract facilities cannot exceed the costs of the calls if made in Wisconsin.
- ❑ Compatible equipment for video conferencing requirements will be provided at all CCA facilities.
- ❑ Serious ongoing medical conditions are defined.
- ❑ Alcohol and Drug Abuse treatment at levels 5 and 6 will be provided.
- ❑ Inmates in contract facilities must receive compensation comparable to Wisconsin.
- ❑ Liquidated damages for contract breaches are provided.

Within the CCA umbrella contract, DOC requests the authority to shift inmates from one approved facility to another to meet the operational needs of the department within the total contract capacity of 4,833.

Beds Approved in a Previous §13.10

In September 1999, the Joint Committee on Finance approved an increase of 250 beds in the CCA contract with Sayre, Oklahoma. This was prior to passage of the biennial budget and funds were not available at that time. The Department requests that in FY00 \$2,782,300 GPR be transferred from the Committee's appropriation under §20.865 (4)(a) to §20.410 (1)(ab), corrections contracts and agreements, to provide funds for an average daily population (ADP) of 181 in FY 00 and in FY01 \$3,832,500 GPR be transferred to provide funding for an ADP of 250 in FY 01.

New Beds

The Department requests that \$6,006,300 GPR be transferred from the Committee's appropriation under §20.865 (4)(a) to §20.410(1)(ab), corrections contracts and agreements, in FY 00 and \$21,419,900 GPR be transferred in FY01. This funding will support an additional average daily population (ADP) of 388 for men and 90 for women in FY 00 and an ADP of 1,270 for men and 167 for women in FY 01.

As the chart on the previous page indicates, 1,893 of these beds will be for men at CCA facilities in Minnesota, Mississippi and Tennessee, 127 will be for female beds with McCloud Correctional Services in Oklahoma and 40 will be for additional female beds at the federal correctional facility in Alderson, West Virginia. The cost of the female beds will be \$55 per day at Alderson and \$51 per day in Oklahoma for the first contract year, \$52 for the second and \$53 for the third. The male beds will cost \$42 per day for the CCA facilities. Of the 1,893 new CCA beds, 653 will be utilized to replace Texas beds.

Texas Counties Beds

In calculating the ADP's and the funds needed, the 653 authorized beds in Texas have been phased out, so that at the end of the contract period, June 30, 2000, there will be no inmates left in Texas and the Texas Counties contract will not be renewed. This is in keeping with the policy I shared with you in my memorandum of August 2, 1999.

Additional Staff Support for Contract Beds

The Department requests that \$193,900 GPR in FY 00 and \$384,600 GPR in FY 01 be transferred from §20.865 (4) (a) to §20.410 (1) (a) and authority for 6.00 GPR FTE in each year to provide support to the out-of-state contract beds. The request includes 2.0 GPR FTE contract specialists and 1.0 GPR FTE nursing consultant who will provide on site inspections to assure that all conditions of the contracts are being met in a satisfactory manner, and to have direct contact with Wisconsin inmates who are out-of-state.

The request also includes 2.0 GPR FTE offender classification specialists and 1.0 GPR FTE registrar. The classification specialists will work with the facilities to improve program review. There have been inmate complaints of lack of timely program review, and misinformation about their classification. Although DOC staff have trained staff at the contract facilities, considerable re-training and review is necessary to correct the ongoing problems and to be sure Wisconsin inmates out-of-state are provided with the same services as inmates in state. The registrar position performs sentence computations, processes detainees, assists in monitoring temporary returns, and assists in liaison activities with outside agencies.

The Department also plans to institute televisiting for families in Wisconsin to visit with inmates out of state. Two locations, Columbia Correctional Institution and Racine Correctional Institution, have been chosen to provide this opportunity. In order to monitor the visits, 1.6 Officer 1-2 GPR FTE is requested at each site.

The Department requests that \$97,200 GPR in FY00 and \$108,700 GPR in FY01 be transferred from the Committee's appropriation under §20.865(1)(a) to §20.410(1)(a), general program operations, for costs associated with the support staff and development of the televisiting sites. These costs include \$15,000 GPR at each site for televisiting equipment.

Institution Crowding

The Department was unable to request additional beds in FY00 until the budget was passed and the Request for Proposals process was completed. In the interim, several measures had to be taken to provide safety and security in some of the institutions that were experiencing serious crowding. These measures included the following:

- Authorizing additional coverage for third shift, transportation and urinalysis at Taycheedah Correctional Institution.
- Doubling two housing units at Fox Lake Correctional Institution.
- Converting a conference room to a dormitory at Dodge to accommodate the additional female population.
- Hiring an LTE nurse at Dodge Correctional Institution to accommodate the additional female population.
- Creating additional posts at Oshkosh Correctional Institution in several housing units.
- Creating additional posts at the Drug Abuse Correctional Center to allow for a larger population.

The Department requests that \$885,500 GPR in FY00 be transferred from the Committee's appropriation §20.865 (4)(a) to §20.410 (1)(a), general program operations, to reimburse the institutions for overtime, LTE costs, and supplies and services related to the measures listed above.

Summary:

DOC requests approval of a master contract with CCA that will permit placement of a total of 4,833 male inmates in five out of state facilities at a cost of \$42.00 per day. Of the 1,893 new CCA male out-of-state beds, 1,240 will be new beds and 653 will replace currently authorized Texas contract beds.

The Department of Corrections also requests approval of a contract with McLoud Correctional Services L.L.C. for the placement of up to 127 women at Central Oklahoma Correctional Facility in McLoud, Oklahoma and approval for up to 40 additional female beds at the Federal Prison Camp in Alderson, West Virginia.

The Department is also requesting funding and position authority for contract monitoring and offender program reviews (6.0 GPR FTE), developing televisiting capabilities (3.2 GPR FTE) and reimbursing the Department for costs associated with crowding at DOC in-state correctional institutions due to delays in securing additional contract facilities.

The funding requested from the Committee's appropriation is summarized in the chart below.

DOC GPR Funding Requests

	<u>FY00</u>	<u>FY01</u>
JCF Appropriation for Contract Beds	\$13,799,000	\$44,834,400
<u>Requests</u>		
New Beds	\$8,788,600	\$25,252,400
<u>Staff and Reimbursements</u>	<u>\$1,176,600</u>	<u>\$493,300</u>
Total Remaining in JCF	\$3,833,800	\$19,088,700

cc: Robert Lang, Legislative Fiscal Bureau
George Lightbourn, Department of Administration

Prepared by: Barbara Carlson, DOC Bureau of Budget and Facilities Development
266-9340

CONTRACTUAL SERVICES CONTRACT

BETWEEN

MCLLOUD CORRECTIONAL SERVICES L.L.C.

AND

STATE OF WISCONSIN

DEPARTMENT OF CORRECTIONS

THIS CONTRACT, is made this _____ day of _____, 1999, by and between the State of Wisconsin, Department of Corrections, having its principal office at 149 East Wilson Street, Madison, Wisconsin, 53707, hereinafter referred to as the "Department" and McCloud Correctional Services L.L.C., having its principal office at 450 South Coltrane Road, Edmond, Oklahoma 73034, 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 Purchase # C-519, on August 30, 1999, 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 Contract 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 I
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 Central Oklahoma Correctional Facility, in McCloud, Oklahoma.

Inmate – means any adult female 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.

Serious Medical Condition – means inmates needing regular, reoccurring, off-site speciality referrals for medical concerns. The Department will not transfer inmates to the Facilities who meet this definition.

ARTICLE 2 TERM OF THE CONTRACT

- 2.1 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.
- 2.2 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 one hundred and twenty-seven (127) female inmates at the Facilities at \$50.00 per inmate, per day. If the contract is extended by mutual agreement, the daily rate shall be \$51.00 per inmate, per day, for the first year, and \$52.00 per inmate, per day, for the 2nd year of the extension. Offenders assigned will be adult females who are permitted under Oklahoma Statute Title 57, Section 563.2.A.. The Contractor may transfer any of the inmates between the Facilities, under contract, with the Department’s prior approval.

The Department, subject to the Wisconsin Legislature’s Joint Finance Committee’s approval of this Contract and availability of funds, shall transfer female inmates.

ARTICLE 4
EMPLOYEES

4.0 INDEPENDENT CONTRACTOR

4.0.1

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 vehicles or any other benefit afforded to the employees of the Department as a result of this Contract.

4.0.2

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

4.0.3

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

ARTICLE 5
CONTRACT COMPLIANCE

5.0 BREACH

5.0.1 A party shall be deemed to have breached this Contract if any 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.

5.0.2 The Contractor shall be deemed to have materially breached the Contract and the Department may terminate the Contract for cause if 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".

5.0.3

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 (c) termination of the Contract.

5.0.4

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 periods 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.

5.0.5

The language in 5.0.4 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.

5.0.6

The following shall constitute the breaches of the Contract on the part of the Department for which the Contractor may terminate the Contract: 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

5.0.7

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.

5.0.8

Failure of the Contractor to provide the written notice described in 5.0.7 shall operate as an absolute waiver by the Contractor of the Department's breach.

5.0.9

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

ARTICLE 6
MISCELLANEOUS

6.0 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.

6.1 VENUE

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

6.2 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.

6.3 AMENDMENT

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

6.4 ENTIRE AGREEMENT

This Contract incorporates the RFP #C-519, including but not limited to the Standard Terms and Conditions which are part thereof, the Contractor's September 2, 1999, response to RFP #C-519, 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.

6.5 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.

6.6 NO THIRD PARTY BENEFICIARIES

Nothing contained in this Control 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.

6.7 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.

6.8 INTERNAL RELATIONSHIPS

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

6.9 NOTICES

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

Department: Jeff Wydeven, Contract Administrator
Division of Adult Institutions
Wisconsin Department of Corrections
149 E. Wilson Street
Madison, WI 53707

Contractor: John Thompson, COO
McLoud Correctional Services L.L.C.
450 South Coltrane Road
Edmond, Oklahoma 73083

Mailing Address:
P. O. Box 727
Edmond, Oklahoma 73083-0727
FAX: (405) 348-9817

6.10 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.

6.11 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:

FOR THE DEPARTMENT:

John Thompson, COO

Jon E. Litscher, Secretary

Date: _____

Date: _____

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

THIS CONTRACT, is made this _____ day of _____, 1999, by and between the State of Wisconsin, Department of Corrections, having its principal office at 149 East Wilson Street, Madison, Wisconsin, 53707, 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 Purchase # C-519, on September 2, 1999, 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 Contract 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 Correctional Facility, in Whiteville, Tennessee, the Whiteville Correctional Facility, in Whiteville, Tennessee, the North Fork Correctional Facility, in Sayre, Oklahoma, the Prairie Correctional Facility, in Appleton, Minnesota, the West Tennessee Detention Facility, in Mason, Tennessee, and the Tallahatchie Correctional Facility, in Tutwiler, Mississippi.

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.

Serious Medical Condition – means inmates needing regular, reoccurring, off-site specialty referrals for medical concerns. The Department will not transfer inmates to the Facilities who meet this definition.

ARTICLE 2 TERM OF THE CONTRACT

- 2.1 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.
- 2.2 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 four thousand, eight hundred and thirty-three (4,833) male inmates at \$42.00 per day at the following Facilities: Hardeman Correctional Facility; Whiteville Correctional Facility; North Fork Correctional Facility; Prairie Correctional Facility; West Tennessee Detention Facility; and Tallahatchee Correctional Facility. Offenders assigned will be adult males. The Contractor may transfer any of the inmates between the Facilities, under contract, with the Department's prior approval.

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 above named Facilities.

ARTICLE 4
EMPLOYEES

4.0 INDEPENDENT CONTRACTOR

4.0.1

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 vehicles or any other benefit afforded to the employees of the Department as a result of this Contract.

4.0.2

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

4.0.3

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

ARTICLE 5
CONTRACT COMPLIANCE

5.0 BREACH

5.0.1 A party shall be deemed to have breached this Contract if any 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.

5.0.2 The Contractor shall be deemed to have materially breached the Contract and the Department may terminate the Contract for cause if 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".

5.0.3

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 (c) termination of the Contract.

5.0.4

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 periods 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.

5.0.5

The language in 5.0.4 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.

5.0.6

The following shall constitute the breaches of the Contract on the part of the Department for which the Contractor may terminate the Contract: 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

5.0.7

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.

5.0.8

Failure of the Contractor to provide the written notice described in 5.0.7 shall operate as an absolute waiver by the Contractor of the Department's breach.

5.0.9

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

ARTICLE 6
MISCELLANEOUS

6.0 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.

6.1 VENUE

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

6.2 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.

6.3 AMENDMENT

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

6.4 ENTIRE AGREEMENT

This Contract incorporates the RFP #C-519, including but not limited to the Standard Terms and Conditions which are part thereof, the Contractor's September 2, 1999, response to RFP #C-519, and any and all written 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.

6.5 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.

6.6 NO THIRD PARTY BENEFICIARIES

Nothing contained in this Control 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.

6.7 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.

6.8 INTERNAL RELATIONSHIPS

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

6.9 NOTICES

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

Department: Jeff Wydeven, Contract Administrator
Division of Adult Institutions
Wisconsin Department of Corrections
149 E. Wilson Street
Madison, WI 53707

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

6.10 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.

6.11 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:

FOR THE DEPARTMENT:

Michael Quinlan, President & COO

Jon E. Litscher, Secretary

Date: _____

Date: _____

Tommy G. Thompson
Governor

Jon E. Litscher
Secretary



**State of Wisconsin
Department of Corrections**

Mailing Address

149 East Wilson Street
Post Office Box 7925
Madison, WI 53707-7925
Telephone (608) 266-2471
Fax (608) 267-3661

November 24, 1999

TO: The Honorable Brian Burke, Co-Chair
Joint Committee on Finance
Room 316 South, State Capitol
Madison, WI 53702

The Honorable John Gard, Co-Chair
Joint Committee on Finance
Room 315 North, State Capitol
Madison, WI 53702

FROM: Jon E. Litscher, Secretary
Department of Corrections

SUBJECT: §13.10 Request - Release of Community Corrections Purchase of
Service Funding

Request:

The Department of Corrections (DOC) requests release of \$1.1 million GPR in FY00 of community corrections purchase of service funding from the Joint Committee on Finance's appropriation under §20.865(4)(a) to the Department's appropriation under §20.410(1)(d), purchased services for offenders.

In addition, the Department is requesting the transfer of \$750,000 from appropriation §20.410(1)(b), services for community corrections, to appropriation §20.410(1)(d), purchased services for offenders, in order to fulfill a portion of the match requirement for the \$1.1 million in community corrections purchase of services funding. Funding will need to be transferred from FY01 to FY00. DOC is proposing to utilize \$350,000 in Byrne anti-drug funding recently identified by the Office of Justice Assistance (OJA) for the other portion of the match.

Background:

The 1999-01 biennial budget provided \$1.1 million annually in the Joint Committee on Finance (JCF) supplemental appropriation for increased community corrections purchase of service funding. One dollar of funding could be released to the

Department for each dollar reallocated from the Department for additional community corrections purchase of service funding.

In order to fulfill this match requirement, DOC is proposing to utilize \$350,000 in Byrne anti-drug funding recently identified by the Office of Justice Assistance (OJA) and \$750,000 from the Division of Community Corrections (DCC) currently allocated to the 1,048 bed probation and parole hold facility in Milwaukee. This funding is available because the projected opening date for the new 1,048 bed probation and parole hold facility in Milwaukee has been moved from January 2001 to August 2001. The delay is caused by the additional 448 beds that were added to the facility in the 1999-01 biennial budget. If approved, the \$750,000 will need to be transferred from FY01 to FY00.

Analysis:

The Division of Community Corrections (DCC) funding for purchase of services will decrease from \$17.5 million in FY99 to \$15.2 million in FY00 and \$15.0 million in FY01. The majority of this decrease is due to the \$2.2 million purchase of service funding that was removed from the intensive sanctions program due to the declining number of offenders.

As the following chart indicates, DOC plans on allocating the additional purchase of service funding to fully fund current halfway house and transitional living beds, to fully fund urinalysis testing, to fund the Department's commitment to the Operation Fresh Start Initiative, and to commit additional resources to AODA programs.

Purchase of Service Funding

Division of Community Corrections

<u>Proposed Expenditure</u>	<u>Funding</u>
Halfway House and Transitional Living Beds	\$1,458,000
Statewide Urinalysis Testing	\$228,000
Operation Fresh Start	\$255,000
<u>Additional AODA Programming</u>	<u>\$259,000</u>
Total	\$2,200,000

Halfway House and Transitional Living Beds

Over 70% of purchase of service funding in DCC is utilized for halfway house and transitional living beds. Because of purchase of service funding reductions in the 1999-01 biennial budget, DCC will need to discontinue 131 of these beds early next

year unless additional funding is allocated. In addition, one DCC region reduced the number of halfway house and transitional living beds (8 beds) in anticipation of reduced purchase of service funding. DCC estimates that it will cost \$1,458,000 in FY00 to fully fund the 131 beds that currently exist and to fund the 8 beds that were discontinued.

Halfway house and transitional living beds are generally utilized by DCC as an alternative to revocation or transitional housing for offenders who need additional programming, structure or oversight before returning to the community. Without additional funding for these beds, offenders who may benefit from the additional security and programming available in a halfway house or transitional living facility may not be placed in one of these facilities. In addition, offenders facing revocation who may be good candidates for a halfway house may instead have to be placed in correctional facilities.

Statewide Urinalysis Testing

DCC estimates that it will require an additional \$228,000 to fully fund urinalysis testing for the remainder of FY00. Funding will be utilized to fund urinalysis tests at the urinalysis lab at the Drug Abuse Correctional Center (DACC).

Full funding of urinalysis tests is important because DOC must meet federal drug testing standards and reporting requirements in order to maintain eligibility for the Violent Offender Incarceration and Truth-in-Sentencing Incentive grant (VOITIS). Reporting requirements include timely data on the amount, type and outcome of the drug tests conducted. Urinalysis tests are also important so that offenders are accountable to terms of probation or parole.

Operation Fresh Start

The nearly thirty year old Madison-based Operation Fresh Start program is aimed at increasing the self-esteem and self-sufficiency of young people (ages 16-24) who display alcohol and drug abuse problems; poor health and nutrition; low educational achievement; poor employment history; physical, sexual and emotional abuse; or criminal histories. The program offers an educational component in which participants complete work toward a high school diploma or equivalent, and a vocational component in which participants learn basic home construction, rehabilitation and remodeling skills. An additional goal of the vocational component is the production of well-built, mechanically sound and affordable homes for low-income households.

Efforts were undertaken by the Department of Administration (DOA) in the recent biennial budget to work with other state agencies to form a multi-agency partnership to reach Governor Thompson's goal of fully funding ten state-sponsored Fresh Start programs. The \$255,000 requested will fulfill DOC's commitment to this program for CY00. Funding will be utilized to fund 3 slots for DCC offenders in each of the state-sponsored sites. Offenders at these sites will receive appropriate programming, education and work experience.

Additional Alcohol and Other Drug Abuse (AODA) Programming

DOC is requesting \$259,000 for additional AODA treatment for DCC offenders. As of March 1999, DCC estimated that it had 732 individuals on waiting lists for AODA programming.

Summary:

DOC is requesting release of \$1.1 million from the JCF supplemental appropriation related to community corrections purchase of service funding. The Department is also requesting the transfer of \$750,000 from appropriation §20.410(1)(b), services for community corrections, to appropriation §20.410(1)(d), purchased services for offenders.

This funding, along with \$350,000 in Byrne anti-drug funding from OJA, will be utilized to fulfill the match requirement for the \$1.1 million in purchase of service funding. If approved, the \$750,000 will need to be transferred from FY01 to FY00. The \$2.2 million in requested funding will be utilized for halfway house and transitional living beds, urinalysis testing, Operation Fresh Start and additional AODA programming.

cc: Robert Lang, Legislative Fiscal Bureau
George Lightbourn, Department of Administration

Prepared by: Doug Percy, Bureau of Budget and Facilities Management
266-6658

Tommy G. Thompson
Governor

Jon E. Litscher
Secretary



State of Wisconsin
Department of Corrections

Mailing Address

149 East Wilson Street
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Telephone (608) 266-2471
Fax (608) 267-3661

December 9, 1999

TO: The Honorable John Gard, Co-Chair
Joint Committee on Finance
Room 316 South, State Capitol
Madison, WI 53702

The Honorable Brian Burke, Co-Chair
Joint Committee on Finance
Room 315 North, State Capitol
Madison, WI 53702

FROM: Jon E. Litscher, Secretary
Department of Corrections

SUBJECT: Amended §13.10 Request – Out-of-State Contract Beds

On November 24, 1999, the Department of Corrections submitted a 13.10 Request to the Co-Chairs of Joint Finance. This request asked for:

- Approval and funding of additional out-of-state contract beds
- Approval of new contracts for the Corrections Corporation of America (CCA) and the McCloud Correctional Services L.L.C.
- Staff and resources for the contract monitoring unit, offender program reviews and televisiting
- Reimbursement of costs associated with crowding at DOC in-state correctional institutions.

This request understated the costs associated with the out-of-state contract beds.

Attached is an Amended §13.10 request for your approval. The amended request reflects an additional funding need of \$824,900 in FY 00 and \$1,329,100 in FY 01 solely associated with recalculated costs for the out-of-state contract beds. I apologize for any inconvenience or confusion this may have caused.

cc: Robert Lang, Legislative Fiscal Bureau
George Lightbourn, Department of Administration

Attachment

Tommy G. Thompson
Governor

Jon E. Litscher
Secretary



State of Wisconsin
Department of Corrections

Mailing Address

149 East Wilson Street
Post Office Box 7925
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December 9, 1999

TO: The Honorable John Gard, Co-Chair
Joint Committee on Finance
Room 316 South, State Capitol
Madison, WI 53702

The Honorable Brian Burke, Co-Chair
Joint Committee on Finance
Room 315 North, State Capitol
Madison, WI 53702

FROM: Jon E. Litscher, Secretary
Department of Corrections

SUBJECT: Amended §13.10 Request – Out-of-State Contract Beds

Request:

The Department of Corrections (DOC) requests the following:

- Approval of the following increase and modification to the current approved out-of-state contract beds as follows:

New Bed Increases

- | | |
|---|-------|
| <input type="checkbox"/> Prairie Correctional Facility, Appleton MN (CCA) | 500 |
| <input type="checkbox"/> West Tennessee Detention Facility, Mason TN (CCA) | 369 |
| <input type="checkbox"/> Tallahatchee Correctional Facility, Tutweiler MS (CCA) | 1,024 |
| <input type="checkbox"/> Central Oklahoma Correctional Facility, McLoud OK | 127 |
| <input type="checkbox"/> Federal Prison Camp, Alderson WV | 40 |

Existing Bed Reductions

- | | |
|---|--------------|
| <input type="checkbox"/> Texas County Contracts | <u>(653)</u> |
|---|--------------|

Total Out-Of-State Bed Increase 1,407

- Approval of one master contract (attached) with the Corrections Corporation of America (CCA) that will permit placement of a total of 4,833 male inmates in five out-of-state CCA facilities at a cost of \$42 per day. The master contract would allow the Department to shift beds and inmates within approved facilities and within approved bed authority to meet the operational needs of the Department.

In December 1998, the Joint Committee on Finance (JCF) authorized DOC to modify the number of inmates at currently approved sites as long as the number of out-of-state beds does not exceed the total number of beds approved by the Committee. The Department is required to report any modifications to the site-specific caps within five working days. At the September §13.10 meeting, it was noted that this authority applies in perpetuity. The master contract would not have site-specific caps and therefore the Department would not have to report modifications within CCA contract beds.

- Approval of a contract (attached) with McCloud Correctional Services L.L.C. for the placement of up to 127 women at the Central Oklahoma Correctional Facility in McCloud, Oklahoma, at a cost of \$50 per day for the first contract year, \$51 for the second and \$52 for the third.
- Transfer of \$9,613,500 GPR in FY00 and \$26,581,500 GPR in FY01 from the Committee's appropriation under §20.865(4)(a) to §20.410(1)(ab), corrections contracts and agreements. This request will fund the 1,407 bed increase requested in this §13.10 as well as 250 beds in Sayre, Oklahoma approved in the September 1999 §13.10 request. The September §13.10 request was approved prior to passage of the biennial budget and funds were not available at that time.
- Transfer of \$1,176,600 GPR in FY00 and \$493,300 GPR in FY01 from the Committee's appropriation under §20.865(4)(a) to §20.410(1)(a), general program operations, to support contract monitoring and offender program reviews (6.0 GPR FTE), to develop televisiting capabilities (3.2 GPR FTE) and to reimburse the Department for costs associated with crowding at DOC in-state correctional institutions due to delays in securing additional contract facilities.

Background:

The 1999-01 biennial budget (1999 Act 9) provided full funding for 3,857 out of state contract beds. In addition, \$13.8 million GPR in FY00 and \$44.8 million GPR in FY01 was placed in the Committee's appropriation for additional contract beds and potential rate increases.

On November 19, 1999, the Department housed 20,012 inmates including 4,109 inmates in out-of-state contract beds. The total capacity, including contract beds, is 15,547. Additional out-of-state contract bed authority is requested at this time because of immediate space constraints and continued population pressures.

The Department issued a Request for Proposal for additional contract beds in September 1999. As a part of the procedure, site visits were made to all of the proposed facilities (with the exception of the Tallahatchee facility, which is under construction and will be visited upon completion in April 2000).

Various department staff, including the division administrator, the contract monitor supervisor, and a registered nurse participated in the visits. At each location, team members spoke with wardens, management staff, line staff, and inmates. Health service records including medical charts and documents were examined. The visits included ample opportunity for questions and answers.

The intent to award letter was sent to applicants in early November. The appeals process has been completed and the Committee is being requested to approve the contract with CCA and with McCloud Correctional Services.

Listed below is a chart indicating current authorized out of state contract beds, proposed changes, and the total number of out-of-state contract beds that will be authorized if this request is approved.

DOC Out-of-State Contract Beds

<u>Location</u>	<u>Current Authority</u>	<u>Modification</u>	<u>New Total</u>
<u>CCA</u>			
Whiteville, TN	1,500	0	1,500
Sayre, OK	1,440	0	1,440
Appleton, MN	0	500	500
Mason, TN	0	369	369
<u>Tutweiler, MS</u>	<u>0</u>	<u>1,024</u>	<u>1,024</u>
<i>Sub-Total</i>	<i>2,940</i>	<i>1,893</i>	<i>4,833</i>
<u>Federal</u>			
Duluth, MN	354	0	354
<u>Alderson, WV (women)</u>	<u>160</u>	<u>40</u>	<u>200</u>
<i>Sub-Total</i>	<i>514</i>	<i>40</i>	<i>554</i>
<u>McCloud Corr. Svc.</u>			
McCloud, OK (women)	0	127	127
<u>Texas Counties*</u>			
	<u>653</u>	<u>(653)</u>	<u>0</u>
TOTALS	4,107	1,407	5,514

**Phased out by June 30, 2000*

Corrections Corporation of America Contract

The Department is requesting approval of a master contract with CCA. In addition to current CCA beds for male inmates, the contract would include 500 at Prairie Correctional Facility in Appleton, Minnesota; 369 at the West Tennessee Detention Facility in Mason, Tennessee; and 1,024 at the Tallahatchee Correctional Facility in Tutweiler, Mississippi. The Tallahatchee facility is under construction and will be available April 1, 2000. The others are available immediately. The beds are available at a rate of \$42 per day, which is the same rate as the current contracts with CCA in Whiteville, Tennessee and Sayre, Oklahoma.

Some significant contract enhancements have been added to the current contract with CCA. The improvements and the daily rate (\$42) will apply to both current and new CCA facilities. The modifications are as follows:

- CCA has responsibility for any inmate property damaged in transport.
- Phone costs for inmates at contract facilities cannot exceed the costs of the calls if made in Wisconsin.
- Compatible equipment for video conferencing requirements will be provided at all CCA facilities.
- Serious ongoing medical conditions are defined.
- Alcohol and Drug Abuse treatment at levels 5 and 6 will be provided.
- Inmates in contract facilities must receive compensation comparable to Wisconsin.
- Liquidated damages for contract breaches are provided.

Within the CCA umbrella contract, DOC requests the authority to shift inmates from one approved facility to another to meet the operational needs of the department within the total contract capacity of 4,833.

As the chart on the previous page indicates, the new beds will include 1,893 for males at CCA facilities in Minnesota, Mississippi and Tennessee, 127 for females at the McLoud Correctional Services in Oklahoma and an additional 40 for females at the federal correctional facility in Alderson, West Virginia. The cost of the female beds at Alderson will be \$55 per day. The female beds at Oklahoma will be \$51 per day for the first contract year, \$52 for the second and \$53 for the third. The male beds will cost \$42 per day for the CCA facilities. Of the 1,893 new CCA beds, 653 will be utilized to replace Texas beds.

In calculating the ADP's and the funds needed, the 653 authorized beds in Texas have been phased out, so that at the end of the contract period, June 30, 2000, there will be no inmates left in Texas and the Texas Counties contract will not be renewed. This is in keeping with the policy I shared with you in my memorandum of August 2, 1999.

Additional Staff Support for Contract Beds

The Department requests \$193,900 GPR in FY00 and \$384,600 GPR in FY01 be transferred from §20.865 (4) (a) to §20.410 (1) (a) and authority for 6.00 GPR FTE in each year to provide support to the out-of-state contract beds. The request includes 2.0 GPR FTE contract specialists and 1.0 GPR FTE nursing consultant who will provide on site inspections to assure that all conditions of the contracts are being met in a satisfactory manner and to have direct contact with Wisconsin inmates who are out-of-state.

The request also includes 2.0 GPR FTE offender classification specialists and 1.0 GPR FTE registrar. The classification specialists will work with the facilities to improve program review. There have been inmate complaints of lack of timely program review, and misinformation about their classification. Although DOC staff have trained staff at the contract facilities, considerable re-training and review is necessary to correct the ongoing problems and to insure Wisconsin inmates out-of-state are provided with the same services as inmates in state. The registrar position performs sentence computations, processes detainees, assists in monitoring temporary returns, and assists in liaison activities with outside agencies.

The Department also plans to institute televisiting for families in Wisconsin to visit with inmates out of state. Two locations, Columbia Correctional Institution and Racine Correctional Institution, have been chosen to provide this opportunity. In order to monitor the visits, 1.6 Officer 1-2 GPR FTE is requested at each site.

The Department requests that \$97,200 GPR in FY00 and \$108,700 GPR in FY01 be transferred from the Committee's appropriation under §20.865(1)(a) to §20.410(1)(a), general program operations, for costs associated with the support staff and development of the televisiting sites. These costs include \$15,000 GPR at each site for televisiting equipment.

Institution Crowding

The Department was unable to request additional beds in FY00 until the budget was passed and the Request for Proposals process was completed. In the interim, several measures were taken to provide safety and security in some of the institutions that were experiencing serious crowding. These measures included the following:

- ❑ Authorizing additional coverage for third shift, transportation and urinalysis at Taycheedah Correctional Institution.
- ❑ Doubling two housing units at Fox Lake Correctional Institution.
- ❑ Converting a conference room to a dormitory at Dodge to accommodate the additional female population.
- ❑ Hiring an LTE nurse at Dodge Correctional Institution to accommodate the additional female population.

- Creating additional posts at Oshkosh Correctional Institution in several housing units.
- Creating additional posts at the Drug Abuse Correctional Center to allow for a larger population.

The Department requests that \$885,500 GPR in FY00 be transferred from the Committee's appropriation §20.865 (4)(a) to §20.410 (1)(a), general program operations, to reimburse the institutions for overtime, LTE costs, and supplies and services related to the measures listed above.

Summary:

DOC requests approval of a master contract with CCA that will permit placement of a total of 4,833 male inmates in five out of state facilities at a cost of \$42 per day. Of the 1,893 new CCA male out-of-state beds, 1,240 will be new beds and 653 will replace currently authorized Texas contract beds.

The Department of Corrections also requests approval of a contract with McCloud Correctional Services L.L.C. for the placement of up to 127 women at Central Oklahoma Correctional Facility in McCloud, Oklahoma and approval for up to 40 additional female beds at the Federal Prison Camp in Alderson, West Virginia.

The Department is also requesting funding and position authority for contract monitoring and offender program reviews (6.0 GPR FTE), developing televisiting capabilities (3.2 GPR FTE) and reimbursing the Department for costs associated with crowding at DOC in-state correctional institutions due to delays in securing additional contract facilities.

The funding requested from the Committee's appropriation is summarized in the chart below.

DOC GPR Funding Requests

	<u>FY00</u>	<u>FY01</u>
JCF Appropriation for Contract Beds	\$13,799,000	\$44,834,400
<u>Request</u>		
New Beds	\$9,613,500	\$26,581,500
Staff and Reimbursements	<u>\$1,176,600</u>	<u>\$493,300</u>
Total §13.10 Request	\$10,790,100	\$27,074,800
Total Remaining in JCF	\$3,008,900	\$17,759,600

cc: Robert Lang, Legislative Fiscal Bureau
George Lightbourn, Department of Administration

Prepared by: Lucie Widzinski-Pollock, Budget and Policy Supervisor
DOC Bureau of Budget and Facilities Development
266-5070