

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

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STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION
101 East Wilson Street, Madison, Wisconsin

TOMMY G. THOMPSON
GOVERNOR

GEORGE LIGHTBOURN
ACTING SECRETARY



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Date: December 15, 1999
To: Members, Joint Committee on Finance
From: George Lightbourn, Acting Secretary
Department of Administration
George Lightbourn
Subject: Section 13.10 Request from the Department of Corrections for Community Corrections Purchase of Services Funding.

Request

The department requests the release of \$1,100,000 GPR from the Committee's supplemental appropriation under s. 20.865(4)(a) to be transferred to the department's purchased services for offenders appropriation under s. 20.410(1)(d) in fiscal year 1999-2000. In addition, the department requests the transfer of \$750,000 GPR from the appropriation under s. 20.410(1)(b), services for community corrections, to the appropriation under s. 20.410(1)(d), purchased services for offenders, to be used in satisfaction of the matching fund requirement applicable to purchase of service funding in fiscal year 1999-2000.

Background

In 1999 Wisconsin Act 9 the Legislature appropriated \$1,100,000 GPR in each year of the biennium to the Joint Committee on Finance (JCF) supplemental appropriation, to be released to the Department of Corrections (DOC) on a dollar-for-dollar matching basis. In order to provide \$1,100,000 GPR in matching dollars, DOC proposes that \$750,000 GPR from its fiscal year 2001 services for community corrections appropriation (s. 20.410(1)(b)) be transferred to its fiscal year 1999-2000 purchased services for offenders appropriation (s. 20.410(1)(d)). This funding is available due to a delay in opening the new Milwaukee Probation and Parole facility. The remaining \$350,000 matching funds will come from a fiscal year 1999-2000 Byrne Grant. The department plans to use the Byrne Grant funding for its Operation Fresh Start and AODA programming services requests.

These matching funds represent one-time savings and grant revenues – no funding source has identified in order to claim the fiscal year 2000-2001 funding from the JCF appropriation.

Analysis

The DOC Division of Community Corrections (DCC) purchase of services appropriation provides services for two types of offenders: offenders released to the community on probation or parole, or offenders serving a sentence under the intensive sanctions program. DCC has commingled funding provided for each type of offender into its funding plans.

The major services purchased are halfway house placements, transitional living placements, and programming services. Halfway houses placements provide 24-hour supervision with programming services, transitional living placements provide a structured living arrangement with some monitoring and few if any program services. Programming services include AODA counseling, vocational training, and urinalysis testing.

The Division of Community Corrections distributes the funding by DOC region, with each region determining the funding level needed for halfway house placements, transitional living placements, or programming services. Most regions budget the bulk of their funding for halfway house placements.

Probation and parole funding can and has been used to pay for intensive sanctions beds. Conversely, intensive sanctions funding has been used for probation and parole programming needs. However, funding under federal programs is devoted to specific purposes and cannot be shifted in the same manner.

DOC intends to allocate \$2,200,000 to four purposes:

- Halfway Houses/Transitional Living Placements.

The Division of Community Corrections (DCC) seeks \$1,458,000 GPR to fund 139 halfway house (HWH) and transitional living placement (TLP) beds that will be or have recently been eliminated. Based on the reduced funding provided by 1999 Act 9 some regions have already reduced their use of HWH and TLP beds. The request will enable these regions to reopen these beds, and allow the other regions to continue to use their current beds. If the request is denied the regions will need to either shift funding from programming services to bed placements or reduce the number of beds available.

- Statewide Urinalysis Testing.

The urinalysis testing unit at the Drug Abuse Correctional Center (DACC) currently performs about 26,000 urine tests each month for DOC at a cost of \$2.17 per test. This cost per test includes reagent costs, supplies (bottles, gloves, etc.), refrigeration and shipping. Of the 26,000 tests per month, about 20,700 tests are performed for DCC. In fiscal year 1998-1999 DCC spent \$445,000 for urinalysis testing apparently by diverting some programming services funding from other program areas to urinalysis testing.

Statewide urinalysis testing for DCC has a fiscal year 1999-2000 base budget of \$289,200. The Division of Community Corrections projects an annual cost of \$517,000 in fiscal year 1999-2000 resulting in a urinalysis-testing shortfall of \$227,800 GPR in fiscal year 1999-2000.

- Operation Fresh Start.

Contingent upon funding, the Division of Community Corrections has made a commitment to provide up to \$300,000 in each year of the biennium to the Operation Fresh Start Replication Program. Operation Fresh Start, a thirty year old Madison-based program, is designed to increase the self-esteem and self-sufficiency of young people (ages 16-24) with backgrounds including alcohol and drug abuse problems, poor health and nutrition, low educational achievement, abuse (physical, emotional or sexual), and criminal histories. The department is requesting \$255,000 in fiscal year 1999-2000 to fund 3 placements in each of the 7 approved Operation Fresh Start sites. These placements will provide DCC offenders with programming, education and work experience.

- Additional Alcohol and Other Drug Abuse (AODA) Programming.

DOC has earmarked the remaining \$259,000 GPR for additional AODA funding for DCC offenders.

Recommendation

Recommendation: Approve the request.

Tommy G. Thompson
Governor

Jon E. Litscher
Secretary



State of Wisconsin
Department of Corrections

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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

XX. Department of Corrections – Jon Litscher, Secretary

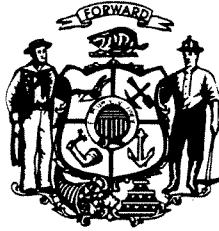
The department requests the transfer of 10.00 FTE PR positions from the juvenile correctional services appropriation under s. 20.410(3)(hm) to the juvenile boot camp program appropriation under s. 20.410(3)(bb) in order to adequately utilize appropriation funding.

Governor's Recommendation

Approve the request.

TOMMY G. THOMPSON
GOVERNOR

GEORGE LIGHTBOURN
ACTING SECRETARY



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Date: December 15, 1999

To: Members, Joint Committee on Finance

From: George Lightbourn, Acting Secretary
Department of Administration *George Lightbourn*

Subject: Section 13.10 Request from the Department of Corrections to Transfer 10.00 FTE from Juvenile Correctional Services Appropriation to the Newly Created Juvenile Boot Camp Program Appropriation.

Request

The department requests the transfer of 10.00 FTE PR positions from the juvenile correctional services appropriation under s. 20.410(3)(hm) to the juvenile boot camp program appropriation under s. 20.410(3)(bb) in order to adequately utilize appropriation funding.

Background

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

1999 Wisconsin Act 9 created a GPR appropriation under s. 20.410(3)(bb) to partially fund the operating costs of YLTC. This was done in order to reduce the daily rate charged to counties, which placed juveniles in secured correctional institutions. The 1999-2001 biennial budget provided \$844,400 GPR in fiscal year 1999-2000 and \$712,800 in fiscal year 2000-2001 and deleted \$844,400 PR in fiscal year 1999-2000 and \$712,800 PR in fiscal year 2000-2001.

Analysis

Although the new GPR appropriation provides partial funding for YLTC operating costs no position authority was authorized in the biennial budget for the new GPR appropriation. The department is requesting that the position authority for 10.00

Members, Joint Committee on Finance

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December 15, 1999

FTE currently budgeted in s. 20.410(3)(hm) be transferred to s. 20.410(3)(bb). The transfer of position authority between the above mentioned appropriations will provide the department access to the GPR funds that have been appropriated.

The 10.00 FTE positions to be transferred are:

- 3.00 FTE Supervising Youth Counselors
- 4.00 FTE Assistant Institution Unit Supervisors
- 1.00 FTE Teacher Supervisor
- 1.00 FTE Corrections Unit Supervisor
- 1.00 FTE Superintendent

Due to differences in the amount of GPR funding provided from fiscal year 1999-2000 to fiscal year 2000-2001, an allotment transferring funds from the salary line item to the supplies and services line item will be needed in fiscal year 1999-2000 in order to allow the department to fully use the GPR funding for program operations. The Department of Administration supports this process.

Recommendation

Approve the request.

Prepared by: Brett Coomber
266-8270

XX

Tommy G. Thompson
Governor

Jon E. Litscher
Secretary



State of Wisconsin
Department of Corrections

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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

XXI. Department of Corrections – Jon Litscher, Secretary

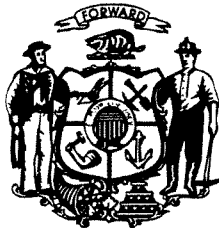
The department requests the release of \$9,613,500 GPR in fiscal year 1999-2000 and \$26,581,500 GPR in fiscal year 2000-2001 from the Committee's supplemental appropriation under s. 20.865(4)(a) to be transferred to the department's corrections contracts and agreements appropriation under s. 20.410(1)(ab) to fund additional out-of-state contract beds. The department also requests authorization to contract for an additional 1,893 out-of-state contract beds with Corrections Corporation of America (CCA), 127 out-of-state contract beds with McCloud Correctional Services and 40 out-of-state contract beds with the Federal Prison Camp in Alderson, West Virginia. In addition, the department requests the release of \$1,176,600 GPR in fiscal year 1999-2000 and \$493,300 GPR in fiscal year 2000-2001 from the Committee's supplemental appropriation under s. 20.865(4)(a) to be transferred to the department's general program operations appropriation under s. 20.410(1)(a) to fund administrative costs associated with the additional contract beds and crowding at in-state correctional institutions. Finally, the department requests authorization for 9.2 FTE GPR positions related to the additional administrative responsibilities.

Governor's Recommendation

Approve the request.

TOMMY G. THOMPSON
GOVERNOR

GEORGE LIGHTBOURN
ACTING SECRETARY



XXI

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Date: December 15, 1999

To: Members, Joint Committee on Finance

From: George Lightbourn, Acting Secretary
Department of Administration

Subject: Section 13.10 Request from the Department of Corrections for Additional Out-of-State Contract Beds.

Request

The department requests the release of \$9,613,500 GPR in fiscal year 1999-2000 and \$26,581,500 GPR in fiscal year 2000-2001 from the Committee's supplemental appropriation under s. 20.865(4)(a) to be transferred to the department's corrections contracts and agreements appropriation under s. 20.410(1)(ab) to fund additional out-of-state contract beds. The department also requests authorization to contract for an additional 1,893 out-of-state contract beds with Corrections Corporation of America (CCA), 127 out-of-state contract beds with McLoud Correctional Services and 40 out-of-state contract beds with the Federal Prison Camp in Alderson, West Virginia. In addition, the department requests the release of \$1,176,600 GPR in fiscal year 1999-2000 and \$493,300 GPR in fiscal year 2000-2001 from the Committee's supplemental appropriation under s. 20.865(4)(a) to be transferred to the department's general program operations appropriation under s. 20.410(1)(a) to fund administrative costs associated with the additional contract beds and crowding at in-state correctional institutions. Finally, the department requests authorization for 9.2 FTE GPR positions related to the additional administrative responsibilities.

Background

The 1999-2001 biennial budget (1999 Wisconsin Act 9) provides full funding for 3,857 out-of-state contract beds in fiscal year 1999-2000 and fiscal year 2000-2001. Also, 1999 Wisconsin Act 9 provides funding in the Joint Committee on Finance's supplemental appropriation under s. 20.865(4)(a) for an additional contract bed average daily population of 781 in fiscal year 1999-2000 and 2,616 in fiscal year 2000-2001 at \$45 per day per bed, as well as funding for potential rate increases for extra contract beds. At the September 1999 s. 13.10 meeting, the committee approved 250 additional out-of-state beds. Due to the phased-in use of the new beds, this results in an average daily population (ADP) of 181 out-of-state contract beds in fiscal year 1999-2000 prior to consideration of this request.

Analysis

On December 3, 1999, DOC had a total population of 20,035 including 15,571 inmates housed in state institutions, 4,107 authorized out-of-state contract beds and the balance housed in in-state contract beds. For purposes of 1999 Wisconsin Act 9, the Legislative Fiscal Bureau estimated a monthly inmate population increase of 1.16%. Since May of 1999 that has equaled approximately 223 new inmates per month or 56 per week. If this rate of increase continues, it is estimated that DOC will house a total population of 25,193 inmates in July of 2001.

Prior to the September 1999 s. 13.10 meeting the Department of Corrections had authority to contract for 3,857 out-of-state contract beds. At the September 1999 s. 13.10 meeting the Joint Committee on Finance gave DOC authority to contract for 250 new out-of-state contract beds for total authority of 4,107 out-of-state contract beds. Because the biennial budget had not yet been passed, it was necessary for the department to absorb costs associated with the additional 250 beds on a short-term basis.

The department is requesting out-of-state contract bed authority and funding because of immediate space constraints and continued population increases. DOC is also seeking funds for administrative staff and costs necessary to support increased out-of-state contract beds, and to address various costs attributable to system crowding.

Beds Approved in September 1999 s. 13.10 meeting

To fund the out-of-state contract beds approved by the Joint Committee on Finance at the September 1999 s. 13.10 meeting the department requests the transfer of \$2,782,300 GPR in fiscal year 1999-2000 and \$3,832,500 GPR for fiscal year 2000-2001.

New Contract Beds

DOC is seeking 1,893 additional out-of-state contract beds for male inmates through CCA, 127 beds for females through McLoud Correctional Services at the Central Oklahoma Correctional Facility, and 40 beds for female inmates at the Federal Prison Camp in Alderson, West Virginia, for a total of 2,060 contract beds. However, 653 of the CCA beds will be allocated to inmates currently held in Texas jails, for a net increase of 1,407 new beds. DOC seeks \$6,831,200 GPR to support an ADP of 417 in fiscal year 1999-2000 and \$22,749,000 GPR to support an ADP of 1,407 in fiscal year 2000-2001. The department plans to start transporting inmates the week of December 27, 1999.

CCA Master Contract

The department asks for approval of a single master contract between it and Corrections Corporation of America (CCA). This contract will permit the placement of 4,833 male inmates at the following institutions:

North Fork Correctional Facility - Sayre, Oklahoma	1,440 existing beds
Hardeman Correctional Facility and)	1,500 existing beds
Whiteville Correctional Facility - Whiteville, Tennessee)	
West Tennessee Detention Facility - Mason, Tennessee	369 new beds
Prairie Correctional Facility - Appleton, Minnesota	500 new beds
Tallahatchee Correctional Facility - Tutweiler, Mississippi	<u>1,024</u> new beds
Total	4,833

The master contract would allow the department to shift beds and inmates between these six facilities and within approved bed authority. Also, the contract will not provide site-specific caps, which will provide flexibility for the department not available under the current requirement that DOC report modifications of site-specific caps.

Additional Staff Support for Out-of-state Contract Beds

- *Additional Contract Monitoring Unit Positions*

The department currently has an nine-person contract monitoring unit within the Division of Adult Institutions responsible for monitoring contract bed agreements, processing inmate records and information, and tracking inmates transferred out-of-state. This unit is comprised of 1.0 supervisor, 4.0 contract specialists, 1.0 program assistant, 1.0 registrar and 2.0 offender records assistants. DOC has four other positions that monitor out-of-state health care services, classify inmates placed out-of-state, coordinate inmate transportation, and process inmate records. In light of the increased number of inmates being housed out-of-state. DOC requests that JCF grant authority to hire 6.0 GPR FTE: 2.0 contract specialists, 1.0 nursing consultant, 2.0 offender classification specialists, and 1.0 registrar. These additional positions will enable contract monitors to visit out-of-state institutions more frequently and provide increased oversight to local administrative staff dealing with Wisconsin inmates. These additional positions will cost \$193,900 in fiscal year 1999-2000 and \$384,600 in fiscal year 2000-2001.

- *Televisiting Capabilities*

The department will implement televisiting for families in Wisconsin to out-of-state inmates. The sites selected for families to use for televisiting are at the Columbia Correctional Facility and the Racine Correctional Institution. DOC anticipates that these televisiting facilities will receive a great deal of use. The department

requests position authority and funding for 3.2 GPR FTE positions to monitor televisits, including identifying and processing visitors. The department also requests \$30,000 to purchase televisiting equipment for the in-state sites (\$15,000/site). CCA is required to provide televisiting capabilities at its prisons as part of the new contract agreement. The total cost for televisiting capabilities is \$97,200 in fiscal year 1999-2000 and \$108,700 in fiscal year 2000-2001.

Summary - Contract Monitors & Televisiting:

	<u>FY 00</u>	<u>FY 01</u>
Contract Monitors	\$139,900	\$384,600
Televisiting	<u>\$ 97,200</u>	<u>\$108,700</u>
Total	\$291,100	\$493,300

Overtime and Supply Costs Attributable to Institution Crowding

The Division of Adult Institutions has allocated approximately \$6.9 million for overtime in fiscal year 1999-2000. Year to date expenditures already amount to \$5,620,602. As part of the requested transfer of funding to DOC's general program operations appropriation, the department seeks \$885,500 GPR in fiscal year 1999-2000 to cover overtime expenses attributable to system crowding:

- *Taycheedah Overtime*

Taycheedah Correctional Institution (TCI) placed an additional correctional officer on the third shift in two housing units due to overcrowding in those units. These overtime positions will cost \$59,211 in fiscal year 1999-2000. Also, an additional officer has been assigned to transportation duties at a cost of \$20,790 through the end of fiscal year 1999-2000. Finally, 16 hours per week of overtime is devoted to taking urinalysis samples at TCI. As of December 9, 1999, TCI had an overtime deficit of \$46,469.

- *Fox Lake Correctional Institution Unit 4 Overtime*

On September 12, 1999, the Fox Lake Correctional Institution (FLCI) doubled the occupancy of Housing Unit 4 and established an officer post on all three shifts. These three overtime shifts will cost \$50,991 through the end of the current fiscal year. Similarly, Housing Unit 1 was doubled on September 26, 1999, with an officer post established on all three shifts, costing an additional \$43,707 through the end of the fiscal year.

- *Bureau of Health Services LTE Nurse - Dodge Correctional Institution*

The increased female population at the Dodge Correctional Institution (DCI) has necessitated an additional LTE Nurse Clinician for 8 hours per day, 5 days a week. At \$16.04 per hour this LTE will cost \$14,757 through the end of the fiscal year.

- *DCI Conference Room for Women – Staffed on Overtime*

Due to overcrowding DCI converted a conference room into a dormitory room to house female inmates with occupancy beginning on July 12, 1999. This unit is staffed entirely by overtime with an Officer 3 on each shift, 4 Officer 1-2s on first and second shift, and 3 Officer 1-2s on third shift. This overtime cost totals \$388,770.

- *DCI Supplies & Services – Conference Room Setup*

In converting the conference room to a dormitory room, the department spent \$51,395 in supplies, service, repair and maintenance.

- *Oshkosh Correctional Institution Overtime Posts*

To accommodate overcrowding at the Oshkosh Correctional Institution (OSCI) 10 eight hour posts were created: 8 were created in July 1999, and 2 more were created in October 1999. The total cost for these overtime positions is \$239,833.

- *Drug Abuse Correctional Center Overtime*

OSCI has also incurred overtime costs at the Drug Abuse Correctional Center (DACC) located nearby. DACC has room to house 77 inmates but has no staff to supervise those inmates. As a result, OSCI began providing security staff on an overtime basis in November 1999. The cost for this overtime supervision is \$40,748 through the end of fiscal year 1999-2000.

Overtime Summary:

Taycheedah Correctional Institution	\$87,316
Fox Lake Correctional Institution	\$94,698
Bureau of Health Services	\$14,757
Dodge Correctional Institution	\$440,165
Oshkosh Correctional Institution	<u>\$280,582</u>
Total	\$917,518

Recommendation

Approve the request.

Prepared by: Chris Wolle
266-2213

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

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
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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>
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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 McLoud Correctional Services L.L.C. for the placement of up to 127 women at the Central Oklahoma Correctional Facility in McLoud, 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 McLoud 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>McLoud Corr. Svc.</u>			
McLoud, 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 McCloud 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 detainers, 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 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>Request</u>		
New Beds	\$9,613,500	\$26,581,500
<u>Staff and Reimbursements</u>	<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

Tommy G. Thompson
Governor

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Secretary



State of Wisconsin
Department of Corrections

Mailing Address

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November 24, 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: §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 McLoud Correctional Services L.L.C. for the placement of up to 127 women at the Central Oklahoma Correctional Facility in McLoud, 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 McLoud 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
Tutweiler, MS	<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
Alderson, WV (women)	<u>160</u>	<u>40</u>	<u>200</u>
<i>Sub-Total</i>	<i>514</i>	<i>40</i>	<i>554</i>
<u>McLoud Corr. Svc.</u>			
McLoud, 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 McLoud 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 detainers, 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 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>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

MCLOUD 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 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 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: _____

STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION
101 East Wilson Street, Madison, Wisconsin

TOMMY G. THOMPSON
GOVERNOR

GEORGE LIGHTBOURN
ACTING SECRETARY



R-1
Office of the Secretary
Post Office Box 7864
Madison, WI 53707-7864
Voice (608) 266-1741
Fax (608) 267-3842
TTY (608) 267-9629

December 15, 1999

The Honorable Brian Burke
State Senate
316 South, State Capitol
Madison, WI 53702

The Honorable John Gard
State Assembly
315 North, State Capitol
Madison, WI 53702

Dear Senator Burke and Representative Gard:

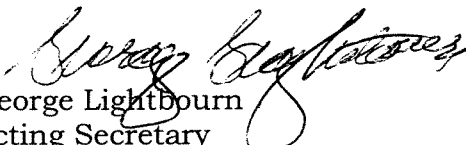
Attached is our report as required under s. 16.50, Wisconsin Statutes, on the number of federally funded positions approved during the July 1 to September 30 quarter. Also shown are changes in positions approved by the UW-System and by the Legislature during the same period. There were 119.73 federal positions approved in the quarter and 88.85 deleted for a net increase of 30.88 FTE.

Of the new federal positions created, the Department of Public Instruction received 3.0 FTE for the Child and Adult Care Food Program, the Department of Natural Resources received 1.0 FTE from the Surface Water grant and 1.0 from the Wetland Wildlife Evaluation and Training grant and the Department of Justice received 2.0 FTE from the High Intensity Drug Trafficking Area grant.

Also attached is our report on the surplus positions created for the same quarter.

We would be happy to answer any questions you may have on these reports.

Sincerely,


George Lightbourn
Acting Secretary
Attachments (2)

REPORT ON POSITIONS AUTHORIZED - JULY 1 TO SEPTEMBER 30 1999

Agency	Budgeted Positions for FY99*(6/30/99)		Approved Under s. 16.50		UW Approved		JFC or Misc. Leg.*		Totals as of 09/30/1999
	Adds	Deletes	Adds	Deletes	Adds	Deletes	Adds	Deletes	
Administration	1,120.16								1,122.16
GPR	171.71								171.71
PRO/PRS	864.84								864.84
Federal	70.41	2.00							72.41
SEG	13.20								13.20
Adolescent Pregnancy Prevention and Pregnancy Services Board									
GPR	1.50								1.50
	1.50								1.50
Aging and Long-Term Care	24.99								22.99
GPR	15.54								15.54
PRO/PRS	9.45			-2.00					7.45
Agriculture, Trade & Consumer Protection	712.08								712.08
GPR	317.86								317.86
PRO/PRS	259.67								259.67
Federal	66.85								66.85
SEG	67.70								67.70
Arts Board	13.40								13.40
GPR	5.00								5.00
PRO/PRS	1.00								1.00
Federal	7.40								7.40
Child Abuse & Neglect Prevention Board	4.00								4.00
PRO/PRS	4.00								4.00
Circuit Court	496.00								496.00
GPR	496.00								496.00

REPORT ON POSITIONS AUTHORIZED - JULY 1 TO SEPTEMBER 30 1999

Agency	Budgeted Positions for FY99*(6/30/99)		Approved Under s. 16.50		UW Approved		JFC or Misc. Leg.*		Totals as of 09/30/1999
	Adds	Deletes	Adds	Deletes	Adds	Deletes	Adds	Deletes	
Commerce	455.00								455.00
GPR	85.85								85.85
PRO/PRS	245.50								245.50
Federal	28.45								28.45
SEG	95.20								95.20
Corrections	8,585.77								8,770.66
GPR	7,085.20						184.89		7,270.09
PRO/PRS	1,498.57	10.00	-10.00						1,498.57
FED	2.00								2.00
Court of Appeals	75.50								75.50
GPR	75.50								75.50
District Attorneys	393.80								399.80
GPR	364.00								364.00
PRO/PRS	29.80	8.00	-2.00						35.80
Educational Communications Board	87.50								87.50
GPR	61.75								61.75
PRO	25.75								25.75
Elections Board	13.00								13.00
GPR	13.00								13.00
Employe Trust Funds	174.85								174.85
SEG	174.85								174.85
Employment Relations Commission	33.50								33.50
GPR	28.50								28.50
PR	5.00								5.00

REPORT ON POSITIONS AUTHORIZED -JULY 1 TO SEPTEMBER 30 1999

Agency	Budgeted Positions for FY99*(6/30/99)		Approved Under s. 16.50		UW Approved		JFC or Misc. Leg.*		Totals as of 09/30/1999
	Adds	Deletes	Adds	Deletes	Adds	Deletes	Adds	Deletes	
Employment Relations Department									
GPR	89.50								89.50
PRO/PRS	80.05								80.05
FED	8.45								8.45
	1.00								1.00
Ethics Board									
GPR	6.00								6.00
PRO/PRS	3.00								3.00
	3.00								3.00
Financial Institutions									
PR	168.50								168.50
	168.50								168.50
Governor's Office									
GPR	43.05								46.05
	46.05								46.05
Health and Family Services									
GPR	6,413.65								6,429.65
PRO/PRS	1,880.12								1,880.12
Federal	3,550.72		0.50						3,551.22
SEG	970.83		16.50						986.33
	11.98								11.98
Higher Educational Aids Board									
GPR	22.00								22.00
PR	11.50								11.50
SEG	5.50								5.50
FED	1.50								1.50
	3.50								3.50

REPORT ON POSITIONS AUTHORIZED -JULY 1 TO SEPTEMBER 30 1999

Agency	Budgeted Positions for FY99*(6/30/99)	Approved Under s. 16.50		UW Approved		JFC or Misc. Leg.*		Totals as of 09/30/1999
		Adds	Deletes	Adds	Deletes	Adds	Deletes	
Historical Society	183.65							183.65
GPR	146.50							146.50
PRO/PRS	27.05							27.05
Federal	6.35							6.35
SEG	3.75							3.75
Insurance	124.00							123.00
PRO	111.25		-1.00					110.25
SEG	12.75							12.75
Investment Board	101.50							101.50
PRO	101.50							101.50
Judicial Commission	2.00							2.00
GPR	2.00							2.00
Justice	568.40							568.40
GPR	407.90							407.90
PRO/PRS	141.25							138.25
Federal	16.50	3.00						19.50
SEG	2.75							2.75
Legislature	580.00							580.00
Legislators - GPR	132.00							132.00
Assembly Staff - GPR	253.50							253.50
Senate Staff - GPR	194.50							194.50
Legislative Technology Services- GPR	21.00							21.00
Retirement Committee - GPR	3.00							3.00
Revisor of Statutes - GPR	11.00							11.00

REPORT ON POSITIONS AUTHORIZED - JULY 1 TO SEPTEMBER 30 1999

Agency	Budgeted Positions for FY99*(6/30/99)		Approved Under s. 16.50		UW Approved		JFC or Misc. Leg.*		Totals as of 09/30/1999
	Adds	Deletes	Adds	Deletes	Adds	Deletes	Adds	Deletes	
Legislative Reference Bureau - GPR		56.00							56.00
Legislative Audit Bureau									88.80
GPR	67.00								67.00
PRS	21.80								21.80
Legislative Fiscal Bureau - GPR		35.00							35.00
Legislative Council - GPR		35.17							35.17
Lieutenant Governor's Office									7.75
GPR	7.75								7.75
Lower Wisconsin State Riverway Board									2.00
SEG	2.00								2.00
Military Affairs									385.26
GPR	384.26								118.83
PRO/PRS	118.83								26.25
Federal	26.25								240.18
Federal	239.18			1.00					
Natural Resources									2,934.82
GPR	2,919.82						1.00		521.28
PRO/PRS	520.28						1.00		257.64
Federal	250.64			6.00					464.55
SEG	462.55			2.00			5.00		1,691.35
SEG	1,686.35								
Personnel Commission									10.00
GPR	10.00								10.00
Public Defender									530.60
GPR	530.60								526.60
PRO/PRS	526.60								4.00
PRO/PRS	4.00								

REPORT ON POSITIONS AUTHORIZED -JULY 1 TO SEPTEMBER 30 1999

Agency	Budgeted Positions for FY99*(6/30/99)		Approved Under s. 16.50		UW Approved		JFC or Misc. Leg.*		Totals as of 09/30/1999
	Adds	Deletes	Adds	Deletes	Adds	Deletes	Adds	Deletes	
Public Instruction	618.95								621.95
GPR	327.36								327.36
PRO/PRS	80.87								80.87
Federal	210.72	3.00							213.72
Public Lands	10.00								10.00
PR	10.00								10.00
Public Service Commission	191.75								191.75
PRO/PRS	190.75								190.75
Federal	1.00								1.00
Regulation and Licensing	148.50								148.50
PRO	148.50								148.50
Revenue	1,298.85								1,301.85
GPR	908.25								908.25
PRO/PRS	255.10								255.10
Federal	0.00								0.00
SEG	135.50						3.00		138.50
Secretary of State	7.50								7.50
PRO	7.50								7.50
State Fair Park Board	47.70								47.70
PRO	47.70								47.70
State Treasurer	15.50								15.50
PRO/PRS	15.50								15.50

REPORT ON POSITIONS AUTHORIZED - JULY 1 TO SEPTEMBER 30 1999

Agency	Budgeted Positions for FY99*(6/30/99)		Approved Under s. 16.50		UW Approved		JFC or Misc. Leg.*		Totals as of 09/30/1999
	Adds	Deletes	Adds	Deletes	Adds	Deletes	Adds	Deletes	
Supreme Court	190.00								190.50
GPR	112.00								112.00
PRO/PRS	73.00	0.50							73.50
SEG	5.00								5.00
TEACH	6.00								6.00
GPR	6.00								6.00
Transportation	3,894.95								3,894.95
PRO/PRS	17.00								17.00
Federal	947.12								947.12
SEG	2,930.83								2,930.83
Tourism	62.25								62.25
GPR	58.25								58.25
PR	1.00								1.00
SEG	3.00								3.00
University of Wisconsin	28,047.47								28,181.53
GPR	18,259.75								18,259.75
PRO/PRS	5,928.52				163.80	-44.13			6,048.19
Federal	3,772.51				91.23	-87.85			3,775.89
SEG	86.69				11.01				97.70
U.W. Hospitals & Clinic Board	1,556.71								1,556.71
PR	1,556.71								1,556.71
Veterans Affairs	822.80								823.80
GPR	6.30								6.30
PRO/PRS	693.74								693.74
SEG	117.26								117.26
FED	5.50	1.00							6.50

REPORT ON POSITIONS AUTHORIZED -JULY 1 TO SEPTEMBER 30 1999

Agency	Budgeted Positions for FY99*(6/30/99)		Approved Under s. 16.50		UW Approved		JFC or Misc. Leg.*		Totals as of 09/30/1999
	Adds	Deletes	Adds	Deletes	Adds	Deletes	Adds	Deletes	
Wisconsin Technical College System	83.30								83.30
GPR	38.65								38.65
PRO/PRS	13.00								13.00
Federal	31.65								31.65
Workforce Development	2,487.35								2,487.35
GPR	303.74								303.74
PRO/PRS	711.74								711.74
Federal	1,464.37								1,464.37
SEG	7.50								7.50
TOTALS	64,069.26	53.50	-19.00	266.04	-131.98	194.89	0.00	0.00	64,432.71
GPR	33,311.99	0.00	0.00	0.00	0.00	185.89	0.00	0.00	33,497.88
PRO/PRS	17,093.07	25.00	-18.00	163.80	-44.13	1.00	0.00	0.00	17,220.74
Federal	8,297.89	28.50	-1.00	91.23	-87.85	0.00	0.00	0.00	8,328.77
SEG	5,366.31	0.00	0.00	11.01	0.00	8.00	0.00	0.00	5,385.32

REPORT ON SURPLUS POSITIONS AUTHORIZED
 JULY 1 TO SEPTEMBER 30 1999

Agency	C Unclassified Service Leaves	D, E Medical, Education or Personal Leaves	A, B, I, X Double-filled Positions	Reason for Double-fill
Administration				
GPR		-1.0	+1.0	Incumbent retiring
PR		-2.0		
Corrections				
GPR	+1.0	+25	+7.0	Leave to the unclassified; incumbent retiring
PR			+3.0; -1.0	
FED		+75		
District Attorneys				
GPR		+3.0; -6.5		Leave of absence
FED		+1.0		
Educational Communications Board				
PR		-1.0		
Health and Family Services				
GPR	+50		+2.25; -16.50	
PR			+2.20; -6.30	
FED	+50		+3.0	
Higher Educational Aids Board				
GPR	+1.0		+1.0	Leave to the unclassified service; Incumbent retiring
Military Affairs				
GPR		-1.0		
Natural Resources				
GPR			-2.0	
FED		+1.0; -1.0		Leave of absence
SEG				

REPORT ON SURPLUS POSITIONS AUTHORIZED
 JULY 1 TO SEPTEMBER 30 1999

Agency	C	D, E	A, B, I, X	Reason for Double-fill
	Unclassified Service Leaves	Medical, Education or Personal Leaves	Double-filled Positions	
Transportation				
FED			+4.0; -21.0	Incumbent retiring
SEG				
Veteran's Affairs				
PR			+2.0	Extended medical leave

Wisconsin Technical College Board

FED -1.0

Pool Code Types

- A= Understudy, 3 months or longer.
- B= Overlap replacement, less than 3 months for on-the-job training.
- C= Leave of absence replacement. Temporary hire during permanent employee's authorized leave to unclassified service.
- D= Leave-of-absence designation when permanent employee's authorized leave is less than 12 months.
- E= Leave-of-absence replacement. Temporary hire during permanent employee's authorized leave which is expected to last more than 12 months.
- I= Extended illness or worker's compensation (employee using accumulated sick leave or being paid through worker's compensation).
- X= DOA approved hire in anticipation of attrition (high turnover positions).