

June 27, 2006

RESOLUTION NO. 2006-38

**RESOLUTION BY THE FINANCE AND HUMAN RESOURCES COMMITTEE
AUTHORIZING THE WAIVER OF BIDDING REQUIREMENTS AND A CONTRACT
BETWEEN RACINE COUNTY AND JUSTICE 2000, INC., TO CONTINUE RISK
ASSESSMENT SERVICES FOR RACINE COUNTY'S CRIMINAL JUSTICE SYSTEM**

To the Honorable Members of the Racine County Board of Supervisors:

BE IT RESOLVED by the Racine County Board of Supervisors that a contract with Justice 2000, Inc. is authorized and approved.

BE IT FURTHER RESOLVED by the Racine County Board of Supervisors that said contract that is attached hereto as "Exhibit A" and incorporated herein shall provide that Justice 2000, Inc. shall provide services as set out in the contract.

BE IT FURTHER RESOLVED that the Racine County Board of Supervisors authorize changes to other terms and conditions of the contract as the Corporation Counsel and the Finance Director deem necessary and appropriate.

BE IT FURTHER RESOLVED by the Racine County Board of Supervisors that any two of the County Executive, the County Clerk and/or the County Board Chairman are authorized to execute any contracts, agreements or other documents necessary to carry out the intent of this resolution.

Respectfully submitted,

1st Reading _____

**FINANCE AND HUMAN RESOURCES
COMMITTEE**

2nd Reading _____

BOARD ACTION

Peter L. Hansen, Chairman

Adopted _____

For _____

Against _____

Absent _____

Karen A. Nelson, Vice-Chairman

VOTE REQUIRED: Majority

Thomas Pringle, Secretary

Prepared by:
Corporation Counsel

David J. Hazen

Q. A. Shakoor, II

3
4
5 _____
6 Van H. Wanggaard
7

8 _____
9 Pamela Zenner-Richards
10

11 **INFORMATION ONLY**
12

13
14 **WHEREAS**, at the request of the Racine County Criminal Justice Coordinating
15 Committee, Racine County's 2005 budget included funds for the development and
16 piloting of a risk assessment instrument to provide objective information bearing on
17 pretrial release decisions in Racine County courts; and
18

19 **WHEREAS**, in a competitive bidding process, Justice, 2000, Inc. was selected in
20 2005 to develop and pilot a risk assessment instrument, beginning in 2005 and
21 continuing into 2006; and
22

23 **WHEREAS**, Justice 2000, Inc. has rendered professional, competent service,
24 both in developing and validating such a risk assessment instrument and in utilizing
25 such instrument to provide objective information for use in pretrial release decision
26 making; and
27

28 **WHEREAS**, the Racine County Criminal Justice Coordinating Committee desires
29 to continue, through the end of 2006, use of the risk assessment instrument, with
30 additional supportive services to released inmates, to determine the extent to which
31 such additional supportive services might reduce the risks that such individuals will re-
32 offend or will fail to appear for subsequent court hearings; and
33

34 **WHEREAS**, the money for the contract services subject to this resolution has
35 been appropriated in the County's 2006 budget.
36
37

PRETRIAL RISK ASSESSMENT AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2006, by and between Racine County, Wisconsin, with principal offices located at 730 Wisconsin Avenue, Racine, Wisconsin 53403, (hereinafter referred to as "COUNTY"), and JUSTICE 2000 INC., 2821 North 4th Street, Milwaukee, WI 53212 (hereinafter referred to as "VENDOR").

1. DESCRIPTION OF PROJECT

Major participants in the criminal justice system of COUNTY, working through the Racine County Criminal Justice Coordinating Committee (hereinafter referred to as "COMMITTEE") and working with VENDOR, have:

- a) developed a Pretrial Risk Assessment Instrument to assess the pretrial risks associated with persons arrested and admitted into the Racine County Jail, focusing on two types of risk: (1) risk of failure to appear in court, and (2) risk of reoffending while in pretrial status;
- b) instituted a pretrial screening process that includes screening fresh arrests who remain in jail and preparing a report on the findings for each such defendant prior to the initial court hearing; and
- c) established a procedure for gathering and verifying information and, utilizing a scale that objectively evaluates the risks of failure to appear and of reoffending, completing the Pretrial Risk Assessment Instrument for distribution of the completed product to the Courts, District Attorney's Office and Defense Counsel.

Now that the initial development of the Racine County Pretrial Risk Assessment Program has been completed, VENDOR shall be responsible for its continuation and implementation during the period of this agreement and for providing limited additional supports/services aimed at increasing the rate of appearance of certain persons released from pretrial incarceration.

VENDOR will operate the program under the direction of COUNTY and will report to the Office of the County Executive on financial and other administrative matters. In its execution of its responsibilities under this contract, VENDOR will cooperate and will primarily interact with major participants in the COUNTY's criminal justice system, especially the Courts, the District Attorney's Office, Defense Counsel, and the Racine County Sheriff's Department. VENDOR shall also cooperate with the Racine County Sheriff's Department concerning all activities in the Racine County Jail and shall serve as a member of the COMMITTEE.

2. DURATION OF CONTRACT

This contract shall be for a term of six (6) months. The contract shall begin on July 1, 2006 and shall terminate on December 31, 2006.

3. CANCELLATION OF CONTRACT

The contract for the services described in this proposal is contingent upon Racine County obtaining the necessary funds for the project. COUNTY reserves the right to terminate the contract at any time and the successful service provider shall be paid for services rendered up to the time of termination.

4. ASSIGNMENT

The work in this contract shall not be assigned without written permission of COUNTY. The COUNTY must approve any person or entity with which VENDOR proposes to subcontract for purposes of performing work under this contract.

5. INDEPENDENT CONTRACTOR RELATIONSHIP

It is mutually understood and agreed and it is the intent of the parties that an independent contractor relationship be and is hereby established under the terms and conditions of this agreement; that employees of VENDOR are not nor shall be deemed employees of COUNTY; and, that employees of COUNTY are not nor shall be deemed to be employees of VENDOR.

6. HOLD HARMLESS

VENDOR shall indemnify, hold harmless and defend COUNTY, its officers, agents and employees from and against all claims, damages, losses, and expense, including attorneys' fees arising out of or resulting from the performance of the work under the contract.

7. INSURANCE

VENDOR shall maintain liability insurance with policy limits of at least \$1,000,000.00 per occurrence covering the term of the contract issued by a company authorized to do business in Wisconsin and licensed by the State Commissioner of Insurance. Racine County, its officers and employees, shall be listed as additional named insured on VENDOR's general liability insurance policy for actions and/or omissions performed pursuant to this contract.

8. PRICING/PAYMENTS

The contract amount is based on months of service and is not based on any specific anticipated number of clients to be served. Billing shall be made the first day of each month. Payments shall be made by COUNTY in monthly payments.

9. NON-DISCRIMINATION

VENDOR shall insure that no otherwise qualified person shall be excluded from employment, be denied benefits of employment or otherwise be subject to discrimination in employment in any manner or term of employment on the basis of age, race, religion, color, sex, national origin or ancestry, handicap [as defined in Section 504 and the Americans with Disabilities Act (ADA)], physical condition, developmental disability [as defined in s. 5105(5)], arrest or conviction record (in keeping with s. 111.32.), sexual orientation, marital status, or military participation.

10. AFFIRMATIVE ACTION

COUNTY is committed to fulfilling its role as an Affirmative Action/Equal Opportunity Employer. VENDOR accepts and will comply with Executive Order 11246, as amended, and other federal laws requiring equal employment opportunity without regard to race, religion, color, national origin, sex, disability or veteran status.

11. REQUIREMENTS

1. VENDOR shall comply with all rules, regulations and requirements for the funding, which have been determined by COUNTY.
2. All staff of VENDOR who work in the Racine County Jail shall be subject to alcohol and drug tests administered by VENDOR.
3. Every staff member of VENDOR who will work in the Racine County Jail shall have a background check conducted by the Racine County Sheriff's Department, prior to starting any assignment in the Jail.
4. All staff members of VENDOR who work in the Racine County Jail shall follow all applicable jail rules and regulations.
5. Any staff member of the VENDOR to whom the Racine County Jail objects, shall not be allowed to work in the Racine County Jail.

12. SCOPE OF WORK

a) Nature of Work

The nature of the program is general criminal justice screening for purposes of determining suitability for pretrial release, as well as, in appropriate cases, providing limited additional supports/services aimed at increasing the rate of appearance of certain persons released from pretrial incarceration. VENDOR's staff must be comfortable working in a correctional facility and having direct contact with Racine County Jail inmates. It is expected that VENDOR will be flexible, as exact activities may change as the project progresses.

Typical daily activities will include screening fresh arrests who meet eligibility criteria and who are expected to appear in Court that day or the next court hearing day. The Program Staff will interview appropriate inmates and then will verify information. Program Staff will prepare individual reports, which will include the Pretrial Risk Assessment Instrument, and will submit them to the Court, District Attorney's Office, Defense Counsel, and others designated by the Court. For some individuals released from pretrial incarceration, Program Staff will also provide limited additional supports/services aimed at increasing their rate of appearance at subsequent court proceedings.

The following provides a general idea of anticipated activities. VENDOR will:

- Identify inmates who meet the eligibility criteria.
- Interview appropriate inmates using the approved Pretrial Risk Assessment Instrument. Both parties recognize that, from time to time, the COMMITTEE may direct certain changes to such instrument, and VENDOR agrees to implement such changes, and to utilize the changed version of the instrument, as soon as possible.
- Verify information given by those interviewed.
- Collect collateral information regarding inmates' circumstances.
- Research inmates' criminal records using available methods and systems, which will include CCAP and CJMS.
- Prepare pretrial reports based on the approved Pretrial Risk Assessment Instrument and submit to those designated.
- For individuals who are granted pretrial release, and whose scores on the approved Pretrial Risk Assessment Instrument are 6 or higher (on the instrument's 13-point scale), provide, subject to time and other limitations, limited additional supports/services aimed at increasing their rate of appearance at subsequent court proceedings; such additional supports/services may include:
 - Court date reminders;
 - Contacts with individuals' family members;
 - Information concerning referral points for community services.

- Provide, as time and workload permit, similar additional supports/services for persons who are granted pretrial release, but whose scores are less than 6.
- Provide follow-up as requested by the Court.
- Interact with criminal justice partners as needed.
- Enter data in the database for reports and statistical analysis.
- Complete program reports as requested, probably monthly.

b) Terms and conditions of work

- Location: VENDOR's staff will be housed in offices provided by COUNTY, in COUNTY's Law Enforcement Center. Staff will conduct the face-to-face interviews with inmates inside the Racine County Jail. The following will be provided by COUNTY: telephone, computers, printers, desks and chairs.
- Hours of Work: Since the reports must be completed by the time of the Initial hearings, staff will need to start early in the morning. It is anticipated that staff will start at 6:00 a.m., and that assessments will be completed 6 days per week. It is the responsibility of the VENDOR to develop a staffing rotation to meet the needs of the program.
- Workload: Although the daily number of interviews will naturally vary, Mondays tend to have the heaviest number of inmates to screen and interview.
- Staffing Pattern: It is anticipated that VENDOR will employ 2.5 FTE's to meet the program requirements. It is expected that the staff will possess appropriate credentials and backgrounds and that at least one staff member will be proficient in Spanish.
- Staff training: Training will include an orientation to jail booking and inmate processing coordinated with the jail administration staff; orientation to criminal case review and case processing with the District Attorney's office, orientation to current Racine County practices for referring inmates to existing services in the jail and those contracted to provide alternatives to incarceration; orientation to community-based services that may be used as referral points for defendants released with specific conditions.
- Order of proceeding: The screening staff will review the daily booking logs and prioritize the order in which defendants are screened and court reports prepared. One staff person will begin each day at 6:00 a.m., preparing risk assessments based on information from CCAP and CJMS. Screening staff will conduct interviews until all defendants scheduled for court have been seen, information verified and reports prepared. Court results will be entered daily and any fresh arrests processed through booking will be reviewed and prioritized throughout the day.
- Additional supports/services for eligible individuals will be provided through the workday.

14. PAYMENT

COUNTY shall pay VENDOR Sixty-Four Thousand Five Hundred Seventy-Five Dollars (\$64,575.00) for all services provided under this contract.

15. CONTACT PERSONS

Racine County

County Clerk and/or Chief of Staff
Racine County Courthouse
730 Wisconsin Avenue
Racine, WI 53403

Justice 2000 Inc.

Bowne J. Sayner
2821 North 4th Street
Milwaukee, WI 53212

RACINE COUNTY

By: _____

By: _____

JUSTICE 2000 INC.

By: _____

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