

Milwaukee County

**Department of Combined Court
Related Operations-Pretrial Services Unit**



**Request for Proposals
98160003**

**Issue Date: 2/29/2016
Response Due: 4/8/2016
Service Period: January 1, 2017-December 31, 2019**

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SECTION 1.0 APPLICATION (Must be completed and submitted as cover with all proposals)

**PRETRIAL SERVICES RFP
APPLICATION**

Applicant _____

Agency Director _____ Telephone: () _____

Agency
Address: _____

Person Responsible for
Application _____

Telephone: () _____

Email: _____

Please check all program areas for which you are submitting a proposal.

1. _____ **Pretrial Universal Screening/Release Preparation**
2. _____ **Pretrial and Drug Treatment Court Supervision**
3. _____ **Pretrial GPS Monitoring**
4. _____ **Pretrial Repeat Intoxicated Driver Intervention Program**
5. _____ **Central Liaison Unit (CLU) (Diversion/Deferred Prosecution Agreements (DPA))**
6. _____ **Treatment Alternatives and Diversion (TAD) Program**
7. _____ **Cognitive Behavioral Programming for CLU, TAD, and Drug Treatment Court Participants**
8. _____ **Drug Testing**
9. _____ **Continuous Alcohol Monitoring**
10. _____ **Trauma Informed Care-Milwaukee County Drug Treatment Court**

SECTION 2.0

INTRODUCTION TO AND PURPOSE OF PROPOSAL

- 2.1 Milwaukee County has a long history of providing quality, progressive pretrial services programming. The county has been participating in the National Institute of Corrections Evidence-Based Decision Making Initiative since 2010. As a result of participation in this initiative, the county has re-designed its pretrial services programs and expanded and improved diversion and deferred prosecution programming.

The Combined Court Related Operations-Pretrial Services Unit is requesting proposals from Milwaukee area community agencies/individuals to provide programming and services for all court-administered adult pretrial and early interventions programs. The following programs are subject to this request for proposals:

- Universal Screening/Release Preparation
- Pretrial and Drug Treatment Court Supervision Program
- Pretrial GPS Monitoring
- Pretrial Repeat Intoxicated Driver Intervention Program
- Central Liaison Unit (CLU) (Diversion/Deferred Prosecution Agreements (DPA))
- Treatment Alternatives and Diversion (TAD) Program
- Cognitive Behavioral Programming-CLU, TAD and Drug Treatment Court Participants
- Drug Testing
- Continuous Alcohol Monitoring
- Trauma Informed Care-Milwaukee County Drug Treatment Court Participants

These programs are designed to: reduce pretrial failure to appear and new criminal activity, enhance public safety, reduce overcrowding at the Milwaukee County Jail and House of Correction, and enhance the processing of criminal cases.

Programming and contracts are contingent upon approval of 2017 funding by Milwaukee County, Wisconsin Department of Human Services, Wisconsin Department of Justice and the United States Bureau of Justice Assistance. Given budgetary considerations, Milwaukee County may choose to not award a contract for some or all of the services listed in this Request for Proposals (RFP). Milwaukee County reserves the right to negotiate final budgets with selected vendor(s).

- 2.2 The Chief Judge, District Court Administrator (DCA) and Judicial Operations Manager (JOM) are responsible for managing and monitoring pretrial and early interventions contracts, programs, and program outcomes. In addition, the Pretrial Services Advisory Board and Milwaukee County Community Justice Council (CJC) meet regularly to review program development, activity and outcomes.

The purpose of this Request for Proposals (RFP) is to contract with qualified agencies/individuals (vendor) to provide programming and services to individuals involved in the Milwaukee County Criminal Justice System as described below. The vendor(s) selected will work cooperatively with the Chief Judge, Judiciary, DCA and JOM and all other agencies identified in this RFP to provide services as indicated in Milwaukee County.

- 2.3 Proposals must be submitted in accordance with all requirements and specifications included in the RFP.
- 2.4 Vendors are responsible for all costs incurred related to the specific service outlined in the proposal submitted, except as specifically noted in this request.
- 2.5 The selected vendor(s) will be required to sign annual “Professional Services Contracts” with Milwaukee County. (SAMPLE-ATTACHMENT D) The terms of said contracts will be from January 1, 2017-December 31, 2017, January 1, 2018-December 31, 2018 and January 1, 2019-December 31, 2019. These contracts are subject to annual appropriations of the County Board.

2.6 RFP Administrator

Mary Jo Swider
Felony Court Coordinator
821 W. State St.
Safety Building, Rm 308
Milwaukee, WI 53233
414-278-5368
MaryJo.Swider@wicourts.gov

This RFP is issued by the Milwaukee County Combined Court Related Operations-Pretrial Services Unit. The RFP Administrator assigned to this RFP, along with contact information, is noted. The RFP Administrator is the sole point of contact during this process and no information provided by any other personnel will be considered binding.

Communication initiated by a proposer to any County official, employee or representative evaluating or considering the proposals, prior to the time of any award is prohibited unless at the explicit direction of the RFP Administrator and any such unauthorized communication may constitute grounds for rejection or elimination of a proposal from further consideration, in the sole discretion of the County.

All respondents should use this written document, its attachments and any amendments as the sole basis for responding.

RFP can be found at: <http://county.milwaukee.gov/Courts/ChiefJudge.htm>

SECTION 3.0 SCHEDULE OF EVENTS

<u>EVENT</u>	<u>DATE</u>
RFP Issued	2/29/2016
Questions Due	3/9/2016
Answer Questions	3/16/2016
Deadline for Receipt of Proposals	4/8/2016
Evaluation & Selection Process	4/11-22/2016
Pretrial Services Advisory Board	Week of 4/25/2016
Notification of Intent to Award*	4/29/2016
Report to Judiciary, Safety, and General Services Committee	TBD
Report to Finance Committee	TBD
Full County Board Vote	TBD
Finalize Contracts	TBD
As County Board Budget Cycle Permits	

***Award contingent on County Board Approval**

SECTION 4.0 PROGRAM ELEMENTS

Milwaukee County will be accepting proposals from prospective vendors to provide the following services. The minimum program elements are listed below along with a brief explanation of the minimum services required. Agencies may propose to provide one or more of the services listed.

Applicants are strongly encouraged to become familiar with the Evidence-Based Decision Making Initiative and the accompanying framework.
(See <http://www.cepp.com/documents/EBDM%20Framework.pdf> and <http://nicic.gov/EBDM>)

Priority consideration will be given to program proposals that utilize an evidenced-based model or include evidence-based practices designed to serve the intended population. Applicants must clearly cite sources used to demonstrate or assert that the proposed program/service meets these criteria.

4.1 Universal Screening/Release Preparation

Universal Screening

Provide pretrial risk assessments for all persons booked into the Milwaukee County Jail who are subject to bail. Prepare risk assessment reports for use by criminal justice system stakeholders in determining bail and release conditions and preliminary eligibility for diversion and deferred prosecution agreements. This program must utilize the Laura and John Arnold Foundation's Public Safety Assessment (PSA), Milwaukee County Pretrial Services Decision Making Framework (DMF) (ATTACHMENT A), Level of Service Inventory-Revised: Short Version (LSI-R: SV) (ATTACHMENT B), U.N.C.O.P.E. (substance abuse screen) (ATTACHMENT C). This program must be staffed on a 24/7/365 basis in a manner that insures all persons in the target population are screened.

Staff responsibilities:

- Complete pretrial risk assessments for individuals booked into the Milwaukee County Jail by conducting a complete and accurate criminal history and record checks using the NCIC, Criminal Justice Information System (CJIS), JUSTIS and Consolidated Court Automation Programs (CCAP) and any other appropriate information system(s).
- Conduct face-to-face interviews with newly arrested inmates being held in lieu of bail within restricted and confined areas of the Milwaukee County Jail.
- Verify information obtained during interviews and further investigate all aspects of the defendant which are relevant to the setting of bail and release conditions.
- Formulate bail/release recommendations utilizing the PSA/DMF
- Prepare pretrial risk assessment reports for electronic distribution that provide the court with the results of the pretrial investigation and risk assessment. The report shall include recommendations for bail and release conditions based on the application of the PSA/DMF instruments.
- Maintain complete, accurate and verified records in the Milwaukee County Pretrial Services Information System that document necessary activity related to program goals, objectives and outcomes.

Desired program outcomes: 1) Complete the PSA on 100% of the Universal Screening target population. 2) Complete a face-to-face interview with 90% of the Universal Screening target population.

Pretrial Release Preparation

Prepare and complete all necessary paperwork to process the release of defendants ordered to pretrial supervision.

Staff Responsibilities:

- Notify the proper detaining authority when a defendant ordered to pretrial supervision is eligible for release.
- Review the status of detained defendants on an ongoing basis to determine if there are any changes in eligibility for release options or other circumstances that might enable the conditional release of the defendant.
- Make a record of any change(s) that may be relevant to possible change in the defendant's status.
- Provide the court, prosecution and defense with information and recommendations needed for review of the defendant's detention status when appropriate.
- Provide released defendant with a court date reminder.
- Maintain complete, accurate and verified records in the Milwaukee County Pretrial Services Information System.

Desired program outcomes: 1) 95% of defendants ordered released to pretrial supervision will be released within 24 hours of the court order or posting of bail.

4.2 Pretrial and Drug Treatment Court Supervision Program

Provide community supervision, monitoring and court reminders for approximately 1,200 (daily census) adult pretrial and 80 (daily census) drug treatment court defendants. Eligibility for the pretrial monitoring program is determined by the application of the PSA/DMF during Universal Screening and eligibility for drug treatment court is determined by the Milwaukee County Early Interventions Protocol. (ATTACHMENT E)

Staff responsibilities:

- Verify on an ongoing basis, pertinent defendant information and activities.
- Provide supervision in accordance with the results of the PSA/DMF and judicial court orders.
- Monitor and record all defendant activity during supervision period.
- Monitor compliance with court orders and actively remind and encourage defendant to attend all scheduled court hearings.
- Prepare and submit supervision status (compliance/non-compliance) reports to the courts at every scheduled court hearing.
- Prepare and submit non-compliance reports in accordance with an agreed upon protocol between the vendor and courts.
- Refer defendant to community based service providers as needed.
- Ensure releasing authority is notified of defendant's supervision status.

Desired program outcomes: 1) 90% of program participants will appear at all scheduled court hearings and; 2) 95% of program participants will not be charged with a new offense during the pretrial period.

NOTE: Drug testing services for this program will be provided by the successful bidder for services outlined in Section 4.8.

4.3 Pretrial GPS Monitoring

Provide electronic monitoring for approximately 70 (daily census) adult pretrial defendants. Global Positioning System (GPS) monitoring must be a component of this program. Eligibility for this program is determined by the application of the PSA/DMF during Universal Screening.

Staff responsibilities:

- Verify on an ongoing basis, pertinent defendant information and activities.
- Provide supervision in accordance with the results of the PSA/DMF and judicial court orders.
- Monitor and record all defendant activity.
- Monitor compliance with court orders and actively remind and encourage defendant to attend all scheduled court hearings.
- Prepare and submit supervision status (compliance/non-compliance) reports to the courts at every scheduled court hearing.
- Prepare and submit non-compliance reports in accordance with an agreed upon protocol between the vendor and courts.
- Ensure that releasing authority is notified of defendant's supervision status.

NOTE: Selected service provider must be willing and able to interface their data system with the Milwaukee County Pretrial Services Information System.

Desired program outcomes: 1) 90% of program participants will appear at all scheduled court hearings and; 2) 95% of program participants will not be charged with a new offense during the pretrial period.

NOTE: Drug testing services for this program will be provided by the successful bidder for services outlined in Section 4.8.

4.4 Pretrial Repeat Intoxicated Driver Intervention Program

Provide pretrial supervision and case management services to approximately 250 (daily census) adult pretrial defendants charged with their second or subsequent Operating While Intoxicated offense. Eligibility for this program is determined by the application of the PSA/DMF (ATTACHMENT A) during Universal Screening.

Proposed program must include the following OWI ISP Core Components:

- Centralized supervision – all OWI ISP participants will be supervised by one agency within a county or multi county area.

- Structured program participant monitoring – intake, regular office visits, monitoring re-arrests, program fee based on state statute 85.53, refer to and monitor AODA treatment and follow through, define program rules and alcohol/drug testing.
- Uniform data collection – admissions to supervision, discharges from supervision, types of discharges, BAC at admission, gender, age, ethnicity, OWI offense at time of admission, number admitted to treatment, treatment status at time of adjudication, recidivism during supervision (charged with a new criminal offense) and level of education.
- Random preliminary breath tests and drug screening, as ordered by court.
- Refer defendants for their Driver Safety Plan assessment.
- Maintain formal collaborative efforts, involving key stakeholders.

Staff responsibilities:

- Assess out-of-custody defendants for risk and needs using the PSA/DMF.
- Verify on an ongoing basis, pertinent defendant information and activities.
- Provide supervision in accordance with the results of the PSA/DMF and judicial court orders.
- Monitor and record all defendant activity during supervision period.
- Monitor compliance with court orders and actively remind and encourage defendant to attend all scheduled court hearings.
- Prepare and submit supervision status (compliance/non-compliance) reports to the court at every scheduled court hearing.
- Prepare and submit non-compliance reports in accordance with an agreed upon protocol between the vendor and courts.
- Ensure that releasing authority is notified of defendant’s supervision status.
- Provide information and referral for the Driver Safety Plan.
- Provide information and referral to Victim Impact Panel.
- Deter repeat OWI offenders from continuing to drive while intoxicated by referring them to appropriate community based interventions.

Desired program outcomes: 1) 90% of program participants will appear at all scheduled court hearings; 2) 95% of program participants will not be charged with a new offense during the pretrial period.

NOTE: Drug testing and continuous alcohol monitoring services for this program will be provided by the successful bidder for services outlined in Sections 4.8 and 4.9.

4.5 Central Liaison Unit

Provide coordination and oversight of approximately 200 (daily census) diversion and 90 deferred prosecution cases. The Central Liaison Unit will work closely with the Milwaukee County Criminal Justice stakeholders and community service and treatment providers. Program eligibility is determined by the Milwaukee County Early Interventions Protocol. (ATTACHMENT E)

Staff responsibilities:

- Verify on an ongoing basis, pertinent defendant information and activities.

- Provide diversion case monitoring and DPA community supervision in accordance with the results of the LSI-R:SV or LSI-R and diversion or deferred prosecution agreement.
- Refer participants to services that will reduce/mitigate their risk(s) and address needs.
- Communicate with the Preferred Provider Network.
- Monitor and record all defendant activity.
- Monitor DPA/diversion obligations.
- Actively remind and encourage DPA defendant to attend all scheduled court hearings.
- Prepare and submit supervision status (compliance/non-compliance) reports for staffing meetings/review.
- Prepare and submit non-compliance reports in accordance with an agreed upon protocol between the vendor and appropriate parties.
- Ensure that releasing authority is notified of defendant's supervision status.

Desired program outcomes: 1) 95% of DPA participants will not be charged with a new offense during their participation in the program. 2) 70% of DPA program participants who successfully complete the program will not be convicted of a new criminal offense within 3 years post discharge. 3) 70% of DPA participants will successfully complete the terms of their DPA agreement. 4) 80% of diversion participants will successfully complete the terms of their diversion agreement. 5) 95% of diversion program participants will not be charged with a new criminal offense during their participation in the program. 6) 80% of diversion program participants who successfully complete the program will not be convicted of a new criminal offense within 3 years post discharge.

NOTE: Drug testing services for this program will be provided by the successful bidder for services outlined in Section 4.8.

4.6 Treatment Alternatives and Diversion (TAD) Program

Wisconsin's Treatment Alternatives and Diversion (TAD) Program was created through 2005 Wisconsin Act 25 to support county efforts that provide treatment and diversion programs for non-violent adult offenders whose substance abuse contributed to their criminal activity. Milwaukee County has been a TAD site since 2007 and currently uses a deferred prosecution model.

Milwaukee County's Treatment Alternatives and Diversion Program (TAD) will continue to provide TAD screening services in the jail and community supervision (90 maximum supervision capacity) for low/moderate to moderate risk/need, non-violent offenders who have substance abuse and/or co-occurring mental health treatment needs who enter into a DPA. The program seeks to reduce recidivism and jail and prison costs by providing case management and risk reduction services targeted at addressing an offender's identified criminogenic risk and needs. To be eligible for this program, an individual must score greater than 2 on the Level of Service Inventory-Revised: Short Version (LSI-R:SV) and between 14 and 33 on the Level of Service Inventory-Revised (LSI-R).

TAD participants must receive supervision and services consistent with their identified risk and needs.

Program components must include:

- 1) Eligibility screening of individuals booked into the Milwaukee County Jail using the LSI-R:SV. Individuals found to meet the LSI-R:SV eligibility requirements must be further assessed using the full LSI-R.
- 2) Community supervision and case management
- 3) All other requirements originally contained in the 2005 Wisconsin Act 25

Staff responsibilities:

- Screen and assess individuals booked into the Milwaukee County Jail or referred to the program to determine their eligibility.
- Verify on an ongoing basis, pertinent defendant information and activities.
- Provide supervision and services in accordance with the results of the LSI-R and deferred prosecution agreement.
- Refer participants to services that will reduce/mitigate their risk(s) and address needs.
- Monitor and record all defendant activity.
- Monitor court/DPA obligations and actively remind and encourage defendant to attend all scheduled court hearings.
- Prepare and submit supervision status (compliance/non-compliance) reports to the court at every scheduled court hearing/review.
- Prepare and submit non-compliance reports in accordance with an agreed upon protocol between the vendor and courts.
- Ensure that releasing authority is notified of defendant's supervision status.

Desired program outcomes: 1) 70% of participants will successfully complete the terms of their DPA. 2) 95% of participants will complete the program without being charged with a new criminal offense. 3) 70% of program participants who successfully complete the program will not be convicted of a new criminal offense within 3 years post discharge. 4) 100% of program participants will undergo a substance abuse screening and enroll in treatment. 5) The program will save 12,500 jail/prison bed days annually.

NOTE: Drug testing services for this program will be provided by the successful bidder for services outlined in Section 4.8.

4.7 Cognitive Behavioral Programming for the Central Liaison Unit, TAD and DTC Participants
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Provide cognitive behavioral programming (ex.: Thinking for a Change) to eligible early intervention (CLU), TAD and Drug Treatment Court program participants. Programs must be evidence-based and appropriately matched to the participant's criminogenic needs. A participant's eligibility and criminogenic needs are determined by the LSI-R.

Program Components:

- Coordinate and conduct cognitive behavioral programming group sessions and provide individual sessions to program participants with fidelity to the selected curriculum.

Staff Responsibilities:

- Monitor participant attendance and progress and keep the case manager informed on a weekly basis.

- Prepare required program activity and outcome reports.
- Attend participant staffing meetings.
- Prepare and submit programming compliance/non-compliance reports to the case manager at least 3 days before every scheduled court hearing/review.
- Prepare and submit non-compliance reports to the case manager within in 24 hours of non-compliant activity.
- Accurately document participation and progress in the Milwaukee County Pretrial Services Information System in accordance with established program policies and procedures.
- Complete written work such as, but not limited to, review of participant thinking reports, documenting participant progress and preparation and submission of court/staffing reports.

Program Responsibilities:

- Coordinate and conduct cognitive behavioral programming group sessions and provide individual sessions to program participants with fidelity to the selection curriculum.
- Monitor and keep case manager informed of participant attendance, participation, and progress.
- Accurately document participation and progress in the Milwaukee County Pretrial Services Information System in accordance with established program policies and procedures.
- Complete written work such as, but not limited to, review of participant thinking reports and documenting participant progress.
- Prepare and submit programming compliance/non-compliance reports to the case manager at least 3 days before every scheduled court hearing/review.
- Prepare required program activity and outcome reports.
- Prepare and submit non-compliance reports to the case manager within 24 hours of non-compliance activity.
- Attend participant staffing meetings.

Desired program outcomes: Selected vendor will work with the Office of the Chief Judge and Judicial Operations Manager to establish suitable program goals and objectives.

4.8 Drug Testing

This program will conduct *qualitative* drug testing of participants in each of the programs described herein. Milwaukee County is strongly encouraging proposals from vendors who use alternative substance testing technology as well as from vendors who provide urine testing. Testing must be conducted using a random selection process.

Program responsibilities:

- Provide necessary staff, equipment, supplies and technology to perform drug testing.
- Employ fully observed collection and testing methodologies that minimize tampering and adulteration.
- Ensure chain of custody of specimens.
- Enter all drug test results in a timely manner directly into the defendant record in the Milwaukee County Pretrial Information System.
- Clinical Laboratory Improvement Amendments (CLIA) certified preferred

Participants in the Milwaukee County Drug Treatment Court are subject to random drug testing 6 days/week. Selected vendor must be able to conduct testing on Saturdays. If the vendor proposes to conduct Saturday testing by a method other than oral swab, the vendor must also provide a testing location outside of the Courthouse Complex.

NOTE: Provider must be able to either interface result reporting system (i.e.; cup scanner or any other automated testing device) with the Milwaukee County Pretrial Services Information System or enter test results directly into the pretrial system.

4.9 Continuous Alcohol Monitoring

This program will provide continuous remote alcohol monitoring for defendants ordered to the Repeat Intoxicated Driver Intervention Program.

Vendor must propose to utilize a transdermal alcohol monitoring device (i.e.: BI TAD, SCRAM, CAM Patrol Plus, etc.) to monitor defendants who have absolute sobriety ordered as a condition of their release/bail.

Program responsibilities:

- Provide necessary staff, equipment and supplies to provide service, including device installation, monitoring and reporting, and device removal.
- Provide procedures for timely provision of monitoring information to the defendant's assigned program case manager.
- Vendor must be able to report consumption non-compliance to the assigned case manager and/or court within 24 hours of occurrence.

NOTE: Selected service provider must be willing and able to interface their data system with the Milwaukee County Pretrial Services Information System.

4.10 Trauma Informed Care-Milwaukee County Drug Treatment Court Participants

Approximately 46% of MCDTC program participants report experiencing emotional, sexual or physical trauma in their lives. Individuals with acute levels of traumatic stress exhibit higher levels of substance abuse, mental illness and other health-related problems. This program will improve the MCDTC's responsiveness to the needs of participants suffering from the effects of trauma.

Program responsibilities:

- Provide qualified clinician to coordinate and conduct trauma specific, group based intervention(s) that are gender specific for various ages and ethnicities exposed to physical or sexual abuse.
- Provide all necessary program supplies and equipment.
- Coordinate with the Adult Drug Treatment Court Coordinator (ADTCC) and MCDTC Case Managers to identify program participants in need of these services.
- Monitor participant attendance, participation, and progress.

- Accurately document participation and progress in the Milwaukee County Pretrial Services Information System in accordance with established program policies and procedures.
- Provide the case managers with appropriate and timely updates pertaining to participants' participation.
- Prepare required program activity and outcomes reports.

Desired program outcomes: Selected vendor will work with the Office of the Chief Judge, JOM, and ADTCC to establish suitable program goals and objectives.

SECTION 5.0 DESIGN SPECIFICATIONS

- 5.1 Target Population:** Typically defendants who enter these programs 1) have a history of failure to appear in court, 2) may have alcohol and/or drug abuse problems, 3) may have mental health problems, 4) are unemployed, 5) are undereducated, 6) have prior criminal justice system contacts. These programs serve adult men and women.
- 5.2 Non-Compliance:** Non-compliance must be reported to the referring authority in accordance with an agreed upon protocol between the vendor and courts.
- 5.3 Daily Population:** The daily population of any program will not exceed the agreed upon capacity without permission of the Chief Judge or designee.
- 5.4 Staff:** Vendor must be able to provide qualified staff to conduct all services indicated in the proposal, and to meet or exceed all requirements and specifications contained in this RFP. Within 12 months of issuance of contract, at least 75% of staff providing direct services shall obtain certification as a Certified Pretrial Services Professional.

SECTION 6.0 VENDOR REQUIREMENTS

6.1 By submitting a proposal, the vendor specifically stipulates that goods, personnel and services provided are in compliance with all applicable laws, codes, rules and regulations governing such services. This includes but is not limited to licenses, copyrights, minimum staff qualifications and other legal and binding requirements.

6.2 Insurance
Vendor agrees to evidence and maintain proof of financial responsibility to cover costs as may arise from claims of tort, statutes and benefits under Worker's Compensation laws

and/or include insurance coverage for Worker's Compensation claims as required by the State of Wisconsin, including employer's liability and business insurance covering general liability, professional liability and automobile coverage in the following minimum amounts:

<u>Type of Coverage</u>	<u>Minimum Amounts</u>
Wisconsin Worker's Compensation	Statutory
Employer's Liability & Disease	\$100,000/\$500,000/\$100,000

(Waiver of Subrogation)

Commercial or Comprehensive General Liability
Bodily Injury & Property Damage \$1,000,000 Per Occurrence
Including Personal Injury, Fire,
Legal & Contractual \$1,000,000 General Aggregate

Automobile Liability
Bodily Injury & Property Damage \$1,000,000 Per Accident
All Autos Owned, non-owned and/or hired
Uninsured Motorists Per Wisconsin Requirements

Professional Liability \$1,000,000 per occurrence

Coverage shall be placed with an insurance company approved by the State of Wisconsin and rated "A" per Best's Key Rating Guide. Such coverages must be maintained during the life of the contract including renewals.

6.3 Federal Tax Identification Number

Vendor must provide Federal Tax Identification Number.

6.4 Security

All employees and agents of the vendor providing any pretrial program or service shall be subject to background/criminal history screening by the Chief Judge or designee. This screening may include but not be limited to a reference check, criminal conviction check and active warrant check. The arrest and/or charging with a criminal act, including misdemeanors may result in such staff being barred from working in the pretrial service program.

6.5 Independent Contractor

Nothing contained in this RFP shall constitute or be construed to create a partnership or joint venture between Milwaukee County or its successors or assigns and vendors or their successors or assigns. Neither vendor nor vendor's employees shall be deemed to be employees of Milwaukee County.

6.6 Non-Discrimination

The vendor agrees not to discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, sex or handicap, which shall include but not be limited to: recruitment or recruitment advertising; employment upgrading; demotion or transfer; lay-off or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship. A violation of this provision shall be sufficient cause for the County to terminate the contract pursuant to County Ordinance 56.17-Non-Discriminatory Contracts.

**6.7 Professional Service Request for Proposals (RFP)
Disadvantaged Business Enterprise (DBE) Utilization Specifications
(US DOT and Milwaukee County Funded Projects)**

All bidders/proposers shall comply with Milwaukee County Ordinance Chapter 42 and 49 CFR Parts 23 and 26 which have assigned an overall goal of seventeen percent (17%) participation of certified disadvantaged business enterprise (DBE) and/or airport concession disadvantaged business enterprise (ACDBE) firms on professional and non-professional service contracts. Proposers must state in their response how they will meet the goal including identifying the DBE firm(s) by name, the scope of work/services to be provided, the dollar amount(s) of such work, and the percentage of the DBE goal to be met, or document good faith efforts made to meet the goal assigned to this contract. Failure to carry out the requirements of this provision will result in a determination of non-responsiveness and the submission may be rejected. The successful proposer shall maintain records and document its performance using the DBE forms provided. The *Disadvantaged Business Enterprise (DBE) Utilization Specifications* and all other specific DBE forms to be used are included in this RFP in the DBE addendums section of this RFP.

The directory of DBEs can be obtained by contacting Community Business Development Partners (CBDP) at 414.278.4747 or by visiting the following internet site:

<https://app.mylcm.com/wisdot/Reports/WisDotUCPDirectory.aspx>

If you need additional assistance in identifying DBEs, or understanding Milwaukee County procedures regarding the DBE Program Ordinance, contact CBDP at 414-278-5248.

6.8 Access to Records/Audit & Open Records Law

Pursuant to the applicable Milwaukee County rules and regulations, vendor understands that if requested by the County and/or the Office of the Chief Judge, it shall make available its business and/or program records relating to provision of services under the contract to the county auditors or Chief Judge's staff for purposes of an audit, quality assurance review, or for compliance with Wisconsin State Open Records Law. Vendor also agrees to comply with the Wisconsin State Open Records Law to the extent it is applicable to the vendor. The Office of the Chief Judge shall have off-site electronic access to program database records. All materials and products resulting from this project are the exclusive property of Milwaukee County.

6.9 Software and Hardware Standards

The vendor shall be responsible for the purchase, installation and maintenance of all hardware (PC's, routers, printers, etc.) necessary to satisfy proposed service specifications and requirements. In order to attach to the County network to access criminal justice information systems, hardware and software must comply with the following standards established by the Milwaukee County Information Management Services Division: 1) Personal computers must be listed in the top tier of the Gartner Group, 2) Acceptable software operating systems are Microsoft Windows, Microsoft Office Suite, Internet Explorer and TN3270 client, 3) Cisco Systems, Inc. routers and, 4) Networkable printers. The vendor shall be responsible for establishing and maintaining Internet access through an Internet service provider.

Milwaukee County will provide access to CJIS via existing wiring and network ports.

6.10 Milwaukee County Pretrial Services Information System

All programs described in this RFP must utilize the Milwaukee County Pretrial Services Information System, a web-based application, to record and deposit all required data, supervision, documents, and case management activity.

6.11 Indemnity

The vendor agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless, Milwaukee County, and its agents, officers and employees, from and against all loss or expense including costs and attorney’s fees by reason of liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of the vendor, or its (their) agents which may arise out of or are connected with the activities covered by this agreement. Vendor shall indemnify and save the County harmless from any award of damages and costs against County for any action based on U.S. Patent of Copyright infringement regarding computer programs involved in the performance of the tasks and services covered by this agreement.

6.12 Code of Ethics

Chapter 9 of the Milwaukee County General Ordinances states in part: “No person may offer or give to any public official or employee, directly or indirectly, and no public official or employee may solicit or accept from any person, directly or indirectly, anything of value if it could reasonably be expected to influence the public official's or employee's vote, official actions or judgment, or could reasonably be considered as a reward for any official action or inaction on the part of the public official or employee.”

SECTION 7.0 COMPENSATION, BILLING AND PAYMENT

7.1 Contract Payment

Vendor shall be compensated for work performed in general accordance with the applicable rules, procedures and regulations of Milwaukee County. Vendor shall be paid as follows:

- Actual expenses incurred except for continuous alcohol monitoring, GPS supervision and drug testing.
- Continuous alcohol monitoring and GPS supervision will be paid on an actual cost per day, per defendant.
- Drug testing will be paid on a cost per test basis.

Compensation for services required under this contract shall be contingent upon satisfactory performance of work as ascertained and/or reported to the Office of the Chief Judge. In the event of a dispute as to the services performed or compensation to be paid, the decision of the Chief Judge shall prevail.

Please note: Milwaukee County will not issue advance payments to service providers.

7.2 Cost of Administration/Authorized Costs

Administrative costs may not exceed 12% of the total direct costs for the program. Selected vendor will work with the Office of the Chief Judge to finalize a program budget. The Office of the Chief Judge shall approve the final program operating budget.

7.3 Monthly Billings

Vendor shall provide the Office of Chief Judge with monthly billings that include:

- A. Names of employees assigned to each program area.
- B. Cost of personnel and fringe benefits by program area.
- C. Cost of all other expenditures by program area.
- D. Cost of administration.

Monthly billing and related information will be due in the Office of the Chief Judge by the 15th day of the succeeding month.

7.4 Space/Other

Milwaukee County shall provide office space for the vendor, as may be available, heat, light, maintenance, and janitorial services in the Milwaukee County Safety Building.

7.5 Modification/Termination/Extension of Contract

Milwaukee County and/or the Office of the Chief Judge reserves the right to modify any contract for services provided the vendor is given at least 30-days notice.

In the event the vendor terminates the contract for any reason whatsoever, such termination will require written notice, delivered to the Office of the Chief Judge, to that effect not less than ninety (90) days prior to said termination. Vendor agrees that it will refund to Milwaukee County within fourteen (14) days of said termination, all payments made by Milwaukee County to the vendor for any work not completed.

Milwaukee County and/or the Office of the Chief Judge may terminate the contract at any time at its sole discretion by delivering ninety (90) days written notice to the vendor. Milwaukee County and/or the Office of the Chief Judge may request immediate removal of the vendor for performance problems such as lack of quantity or quality of work; inability to establish effective working relationships; non-compliance with County standards; inability to follow directions; abuse of facilities; and/or other performance problems. Upon termination, Milwaukee County's liability will be limited to the cost of services performed as of the date of termination.

SECTION 8.0 REPORTS

Accountability will be ensured through regular reporting of program activities and outcomes to the Office of the Chief Judge. The JOM through the use of the Milwaukee County Pretrial Services Information System will generate reports.

8.1 Entry of Information and Data

Vendor shall ensure that all required participant information, data and activity is entered into the database as it is collected or occurs. (See "Reports" section of Milwaukee County Pretrial Services Information System.) The Chief Judge and/or JOM may request additional data/reports from vendor as needed.

SECTION 9.0 FORMAT (Narrative)

The proposal narrative for each proposed program is limited to 30 pages and must be typed, double-spaced, 12-point Times New Roman font, with 1" margins on 8-1/2" X 11" white paper. All proposal pages with the exception of attachments/appendices must be numbered. The entire

proposal document must be bound in a 3-ring binder with the submitting agency name and proposed program name clearly indicated on the cover. The proposal must address each of the following sections. Proposal sections should follow the below outline and each proposal section must be separated by labeled tabs. Failure to adhere to these formatting guidelines will result in the proposal being considered non-responsive.

****Please Note:** In addition to answering questions in 9.1-9.7, Drug Testing, GPS Monitoring, Trauma Informed Care and Cognitive Behavioral Therapy proposals require responses to questions indicated in respective sections 9.8-9.11.

9.1 Mission and Goals

Briefly describe your agency's overall purpose, primary target population and the desired outcomes for program participants. Provide your agency's mission statement and the goals of your agency. Describe how your agency's mission statement and goals fit with the county's goal of enhancing public safety.

9.2 Service Delivery Plan

- A. Describe the program and services your agency intends to provide along with an explanation of why you feel your approach/methodology will successfully serve the program client.
- B. Describe how the proposed services/methodologies are evidence-based and provide the research citations to support this assertion.
- C. Describe assessment tools, methodology, technology, curriculum, monitoring procedures, and follow-up.
- D. Provide the research citations that support the use of the proposed tools as evidence-based. (Attach samples of any assessment tools to be used in the provision of services.)
- E. Indicate the number of defendants to be served annually and indicate the anticipated average daily caseload.
- F. Clearly specify the objectives for the proposed program/service.
- G. Identify strategies that will be used to achieve the proposed outcomes.
- H. Describe methods for insuring fidelity to the chosen model, service delivery plan, etc. Please include a plan to insure the delivery of quality services.
- I. How will progress toward program goals and outcomes be tracked and measured? How will this information be used to make program changes if needed?
- J. Document your plan for monitoring the day-to-day operation of the program and program staff.

- K. Outline your agency's method of establishing the trust and confidence of Milwaukee County and the judiciary as it relates to the program you are proposing to provide.

9.3 Staffing Plan

- A. Describe your agency's staffing plan for the proposed program. Include the title of each position, job description and percentage of time each position will be devoted to the proposed program. Include an organization chart showing staff lines of authority.
- B. Indicate qualifications that will be required of staff. If you currently have staff that will be assigned to the program, list by name and include their resume in your response.
- C. Include a staff orientation and training plan. Include plan for ongoing staff training, coaching and development.

9.4 Experience and Administrative Ability

- A. Describe your agency's experience in serving the program population and criminal justice involved individuals.
- B. Describe your agency's experience working within the criminal justice system. Outline experience working with judges, administration, court commissioners, prosecutors, defense attorneys, court proceedings, law enforcement and correctional staff. Describe your agency's work coordinating services and collaborating with other community providers.
- C. Attach as Appendix A, your agency's Tax Identification Number.
- D. Attach as Appendix B, a list of current board members, including name, gender, ethnicity, address, office held, and the date their term of service expires.
- E. Describe your agency's experience in meeting federal, state and county administrative and contractual requirements.
- F. Describe your organization's process for affirmative action and equal opportunity in hiring. Attach as Appendix C, your agency's Equal Employment Opportunity Certificate.
- G. Attach as Appendix D, your agency's Certificate of Insurance.

9.5 Coordination Activities

- A. Outline procedures for notifying appropriate officials of any conditions or circumstances that place program participants in non-compliance status.
- B. Describe how your agency will report a defendant's status and progress in the program to the appropriate official.
- C. Describe current or proposed linkages with other service providers that

may serve defendants in the program.

- D. Describe how your agency will coordinate activities with other agencies in the community, courts, Milwaukee County Jail and House of Correction.
- E. Describe how supervision and compliance reports will be submitted to the referring authority.

9.6 Budget Information

For each proposed program please submit the following:

- A. **An itemized budget detail worksheet** that includes the following:

Total Agency Anticipated Expenses-Provide the annual cost for provision of services and total cost for the three-year contract period. No claims for any costs or expenses beyond the stated costs will be honored without the express written authorization of the Chief Judge and County Board of Supervisors. Milwaukee County's sole financial obligation to the successful bidder is limited to the total cost for services expressed in the vendor's response to the RFP and rendered under the terms of the contract. Funds may not be used for consultants or contract employees unless approved by the Chief Judge.

Personnel-List each position with annual salary, dollar amount for each fringe benefit, and percentage of time to be devoted to the proposed program. Individuals listed in this category must be employed by the applicant agency. Fringe benefits are limited to retirement, social security, life insurance, health insurance and unemployment compensation.

Subcontracts-List each position, program or activity with proposed cost and justification for that expense. If proposing to subcontract positions/services, please provide detailed justification along with subcontractor's experience and expertise in providing the proposed services.

Supplies-List items by type (e.g., office supplies, equipment, postage, software, books, bus tickets, etc.) and show basis for computation. Generally, supplies include any materials that are expendable or consumed during the course of the project. Costs for entertainment are prohibited.

Equipment/Equipment Rental-List items including computers, telephones, cameras, scanners, etc. necessary for provision of proposed services.

Milwaukee County Pretrial Services Information System Support- Ongoing software and database development. IT support for database and system user. Server and equipment support. (See Section 9.6(D) below).

Telephone-Includes costs associated with land lines as well as cell phones, if necessary for proposed service delivery.

Travel/Training-List all travel and/or training costs necessary for the proposed program. Itemize travel/training expenses of project personnel by purpose. Mileage is limited to the agency's approved rate. Reimbursement shall not exceed the rate at which Milwaukee County's employees are reimbursed.

Administrative Expenses-Includes all required agency/program insurance, accounting, human resources and administrative staff costs. **Please note:** Administrative costs may not exceed 12% of the total direct costs of the program.

- B. **Budget Narrative**-The budget narrative should thoroughly and clearly describe every category of expense listed in the itemized budget. Proposed budgets are expected to be complete; reasonable and allowable; cost effective; and necessary for project activities. The narrative must include calculations that are mathematically sound and correspond with the information and figures provided in the itemized budget. The narrative should explain how all costs were calculated and how they are relevant to the provision of the proposed services.
- C. **Description of your agency's current funding sources** and/or plans for obtaining other funding needed to carry out this program.
- D. Attach as Appendix E, a copy of your agency's most recent independent financial audit report or Board of Directors approved financial statement.

9.7 **Transition and Implementation Plan**

The vendor must present a plan that details the implementation of the proposed program and the transition of defendants from existing program(s). The plan should cover the time period from contract award to full operational status. At a minimum, the plan should include the following functions:

- A. Transition of services provided by the current program vendor for existing program defendants.
- B. Staff recruitment, hiring, and training.
- C. Development of program policy and procedures manual and quality assurance plan.
- D. Collaboration/coordination of services with treatment and other service providers and agencies.

The description of the implementation plan must include:

- A. A narrative plan describing activities to be undertaken.
- B. A schedule that identifies each phase or component required to undertake the project. Beginning and completion dates by phase or component must be included.
- C. A work plan that defines identified tasks to be completed, staff members assigned to

each task, the deliverable products related to each task and beginning and completion dates.

- D. A coordination statement describing how the vendor will coordinate with affected agencies, programs and the criminal justice system.

If awarded a contract, the vendor will be expected to deliver to the Office of the Chief Judge:

- A. Program policy and procedures manual (within 60 days of executing the contract).
- B. Quality assurance plan.
- C. Staffing roster and resumes.
- D. Staff training verification.

In addition to the above questions/requirements, vendors submitting proposals for the following services must respond to each of the following program specific questions/requirements:

9.8 Drug Testing Questions

In 2015, there were 21,153 drug tests conducted in the pretrial service programs. Approximately 22% (4,571) of the tests were positive. Of the 4,571 positive tests, 38% were for THC only, 5% were for THC plus one other substance and 62% were positive for substance(s) other than THC.

- A. Describe your agency's experience/expertise in providing this service.
- B. Describe procedures that will be used to collect specimens for testing. Include policies and procedures that will be employed to protect the chain of custody of specimens and insure testing integrity. Explain how weekend testing for MCDTC participants will be conducted.
- C. What method will be employed in testing specimens? Will the same method be used for weekend testing? If not, describe the proposed method for weekend testing. Provide reliable and valid data to support the use of the described method(s). What makes the selected method(s) superior to others in the market? Provide substance detection times for each proposed testing method.
- D. How will you coordinate collection and testing with your agency and assigned supervision program staff?
- E. Provide a timeline indicating length of time between specimen collection, testing and entry of results into the Milwaukee County Pretrial Services Information System.
- F. Provide the cost per test for the following:
 - **6-Panel Test**-Cocaine, Opiates, THC, Amphetamines and Methamphetamines, Oxycodone.

- **11-Panel Test**-Cocaine, Opiates, THC, Amphetamines, Methamphetamines, Oxycodone, Methadone, Benzodiazepines, Barbiturates, MDMA and Buprenorphine.

- G. Provide a cost to conduct THC confirmation testing on 1,950 samples. Include the cost per test and method of confirmation.
- H. Please attach verification of any relevant professional certification and/or membership.
- I. Provide policies and procedures for confirmation testing of disputed test results.

9.9 GPS Monitoring

- A. Please describe the technology that will be employed for GPS supervision and the basis for its selection.
- B. Please describe your agency’s experience/expertise in providing this technology/service.
- C. Please provide the cost per day, per defendant to serve the following number of defendants. Please provide a detailed budget(s):

	Number of Defendants		
	1-50	51-100	101-150
Cost Per Day			

- D. Please describe how defendant activities and outcomes will be documented and reported.
- E. Indicate how and when defendant compliance/non-compliance will be communicated to the court.

9.10 Repeat Intoxicated Driver Intervention Program

The Department of Human Services currently provides annual funding for this project. There is a 75% local match required. The local match may be in-kind, or “soft” match, and cash or “hard” match contributions. Contributions may come from more than one source; they can be public or private, from state or local groups or individuals.

- A. Attach a budget that includes a brief description of each type of match, estimated or actual amounts for each, and indicate whether the source is a state or local entity.
- B. Attach a budget indicating total cost to serve 250 defendants and a budget indicating total cost to serve 300 defendants.

9.11 Continuous Alcohol Monitoring

- A. Describe the proposed monitoring technology.
- B. Describe your agency’s experience/expertise in using the selected monitoring method.

- C. Describe why the selected technology is better than other available technology.
- D. Provide research/data to support use of the selected technology.
- E. Explain why the selected monitoring technology is cost-effective.
- F. Provide a detailed budget to serve the following program capacities:

	Number of Defendants	
	0-50	51-100
Cost Per Day		

9.12 Trauma Informed Care for MCDTC Participants

- A. Please describe the proposed trauma specific intervention(s) that will be provided.
- B. Please cite the research/evidence that supports the selected intervention.
- C. Please describe the agency’s experience/expertise in providing this service.
- D. Please describe how your agency will ensure that programming is gender responsive.
- E. Please indicate the number of people to be served annually.

9.13 Cognitive Behavioral Programming for CLU, TAD and MCDTC Participants

- A. Please describe the proposed CBP program and curriculum.
- B. Please cite the research/evidence that supports the selected curriculum.
- C. Please describe the agency’s experience/expertise in providing this service.
- D. Please describe how the services will be delivered. (Participants identified, number of group sessions, open vs. closed enrollment, etc.)
- E. Please indicate the number of people to be served annually.

9.14 Sample Contract

Attachment D is a sample contract for services between Milwaukee County and the successful vendor(s). Vendor shall review the sample contract and indicate in the proposal whether vendor has any objections to the contract language.

SECTION 10.0 PROPOSAL SUBMISSION AND EVALUATION

- 10.1** All proposals shall be submitted in accordance with the requirements and specifications included in the RFP. To be accepted, proposers must submit one original (with signatures) and 6 copies of all materials required for acceptance of the proposal(s) in sealed envelopes. In addition, the entire proposal shall be submitted in MS-Word format

on a CD or flash drive. All proposals must be time-stamped accepted by Milwaukee County by the stated time.

Proposals shall be organized and presented in the order and by the number assigned in the RFP. Proposals shall be organized with each heading and be clearly marked and separated by labeled tabs. Failure to provide any requested information will result in the proposal considered to be unresponsive.

All proposals shall consist of two submissions - Technical Proposal and Cost Proposal. Each proposal must be submitted separately. The Technical and Cost Proposals shall be identified in the lower left corner as follows:

Technical Proposal:

Request for Proposal Title:
Request for Proposal Number:
RFP Proposal Receipt Deadline:

Cost Proposal:

Request for Proposal Title:
Request for Proposal Number:
RFP Proposal Receipt Deadline:

The Technical Proposal shall include the following:

1. Cover letter with original signature
2. Completed RFP Application
3. Narrative proposal – addressing all questions in section 9 for each program.
DO NOT include Section 9.6 Budget Information
 - i. Section 9
 1. Mission and Goals
 2. Service Delivery Plan
 3. Staffing Plan
 4. Experience and Administrative Ability
 5. Coordination Activities
 6. Transition and Implementation Plan
4. Tax ID Number
5. Current Board of Directors
6. Equal Employment Opportunity Certificate
7. Declaration of Commitment to Compliance with Milwaukee County's Minimum Wage Provision
8. Certificate of Insurance

The Cost Proposal shall include the following:

1. Cover Sheet for Pricing Proposal
2. Section 9.6 Budget Information
3. Independent Financial Audit Report or Board of Directors Approved Financial Statement
4. DBE Certificate of Good Faith Efforts – DBE-01
5. DBE Commitment to Contract with DBE – DBE-14

6. Subcontractor/Sub-Consultant/Supplier Information Sheet – DBE-02

10.2 All proposals submitted for the services requested by Milwaukee County shall be complete and clearly worded and must convey all of the information requested in this RFP. If significant errors or omissions are found in the proposal or if the proposal fails to conform to RFP requirements, the proposal shall be considered non-responsive. Milwaukee County reserves the right to ask any or all vendors for additional information and/or for clarification of proposals.

10.3 Proposals must be valid until December 31, 2016.

10.4 Proposals must be received no later than 3:00 p.m. (CST) on Friday April 8, 2016 in the office of the:

**Milwaukee County Clerk
Milwaukee County Courthouse-Room 105
901 N. 9th Street
Milwaukee, WI 53233**

It is strongly recommended that the proposal be delivered in person or sent certified mail, return receipt requested. On the outside of the mailing package, Pretrial Services RFP # 98160003 must clearly appear.

10.5 Questions

Proposers may submit questions and requests for clarification regarding this RFP. All questions regarding this RFP shall be made in writing, citing the RFP title, RFP number, page, section, and paragraph, and shall be submitted via e-mail to RFP Administrator.

Questions sent to anyone other than Mary Jo Swider, 414-278-5368, MaryJo.Swider@wicourts.gov, the RFP Contact/Administrator, will not be considered. All questions must be submitted:

NO LATER THAN 3:00 P.M. on Wednesday March 9, 2016.

Milwaukee County will not respond to any questions received after this date and time. Responses to all questions and inquiries received by Milwaukee County will be posted on <http://county.milwaukee.gov/Courts/ChiefJudge.htm>. It is the responsibility of Proposers to check this website for any and all information such as answers.

10.6 All proposals submitted will receive fair and impartial consideration. Vendors selected as finalists may be required to participate in a formal oral interview. A Professional Services Contract will be awarded to the vendor(s), determined by the Office of the Chief Judge, upon recommendation of the RFP Evaluation Team and Pretrial Services Advisory Board, to offer the most beneficial and cost effective services and otherwise found to be in the best interest in Milwaukee County. Such determination shall consider:

- Proposed Program 25 points
- Agency Experience/Administrative Ability 20 points
- Cost of Program 17 points

- Staff Skills/Qualifications 15 points
- Capacity to Meet Program Requirements 10 points
- Reporting/Evaluation Plan 7 points
- Transition/Implementation Plan 4 points
- DBE/EEOC Utilization and Compliance 2 points

10.7 Milwaukee County reserves the right to negotiate with selected vendor to arrive at a best and final offer.

10.8 All conditions and requirements of the RFP and the successful bidder's proposal shall become part of the professional services contract.

ATTACHMENT A

Milwaukee County, Wisconsin Decision Making Framework

	NCA 1	NCA 2	NCA 3	NCA 4	NCA 5	NCA 6	
FTA 1	Level 1 & ROR	Level 1 & ROR					
FTA 2	Level 1 & ROR	Level 1 & ROR	Level 2 & ROR	Level 3 & ROR	Level 4 & ROR		
FTA 3		Level 2 & ROR	Level 2 & ROR	Level 3 & ROR	Level 4 & ROR	Level 5 & Financial	
FTA 4		Level 2 & ROR	Level 3 & ROR	Level 4 & ROR	Misd. - Level 5 & ROR Fel. - Level 5 & Financial	Level 5 & Financial	
FTA 5		Level 3 & ROR	Level 3 & ROR	Misd. - Level 4 & ROR Fel. - Level 5 & ROR	Level 5 & Financial	Level 5 & Financial	
FTA 6				Level 5 & Financial	Level 5 & Financial	Level 5 & Financial	
		Level 1	Level 2	Level 3 (Standard)	Level 4 (Enhanced)	Level 5 (Intensive)	Level 5 (Intensive)
Bail		ROR	ROR	ROR	ROR	ROR	Cash
TOT		No	No	Yes	Yes	Yes	Yes
Face to Face Contact		No	No	1x/month	Every other week	Weekly	Weekly
Alternative Contact		No	1x/month	1x/month	Every other week	No	No
Supervised Conditions		No	No	As Authorized	As Authorized	As Authorized	As Authorized
Court Date Reminder		If system generated	Yes	Yes	Yes	Yes	Yes
Criminal History/CJIS		No	Yes	Yes	Yes	Yes	Yes
Condition		Authorized					
Drug Testing		Defendant Level 3 or greater supervision on the DMF AND Scores 3 or greater on UNCOPE AND has a history of illegal drug use/abuse					
Portable Breathalyzer		Defendant Level 3 or greater supervision according to DMF AND Scores 3 or greater on UNCOPE AND (has a history of problematic alcohol use/abuse OR current alcohol abuse) OR charged with an OWI case AND qualifies for supervision					
Absolute Sobriety		Defendant has UNCOPE of 3 or greater and a history of alcohol abuse or current alcohol abuse OR Police report and/or criminal complaint indicate the defendant was intoxicated at time of arrest OR charged with an OWI case and qualifies for supervision					
GPS Monitoring		Defendant charged with a non-OWI offense is subject to DMF Step 2 OR Level 5 Supervision OR Concern for victim safety					
SCRAM		Defendant charged with an OWI offense and qualifies for Level 3 Supervision according to the DMF AND if any 1 of the following is true: Scores 3 or higher on UNCOPE OR Currently on pretrial release for an OWI at time of alleged new OWI OR Charged with 3rd or greater OWI. If defendant does not qualify for supervision, private pay SCRAM is an option depending upon program capacity.					

ATTACHMENT B

LSI-R:SV Level of Service Inventory-Revised: Screening Version

The **LSI-R:SV** is a screening instrument ideal for use when a complete LSI-R™ assessment may not be feasible, due to time constraints or insufficient staff resources. The LSI-R:SV consists of eight items selected from the full LSI-R. It provides a brief summary of dynamic risk areas that may require further assessment and possible intervention.

SCALES

- Criminal History
- Education/Employment
- Family/Marital
- Companions
- AODA
- Attitudes/Orientation
- Personal/Emotional

Research with the LSI-R:SV shows it is predictive of a variety of outcomes important to offender management. Among probation samples, the LSI-R:SV scores predicted violent recidivism and non-compliance while under community supervision. Among incarcerated offenders, scores have predicted success in correctional halfway houses and institutional misconduct.

Notes: by Don Andrews, Ph.D. & James Bonta, Ph.D/ software developed by Allvest Information Services, Inc.

* Requires additional license agreement with MHS (Multi-Health Systems, Inc.) www.mhs.com

ATTACHMENT C

UNCOPE

Hoffmann, N. G. Retrieved from: [http://www.evinceassessment.com/ UNCOPE_for_web.pdf](http://www.evinceassessment.com/UNCOPE_for_web.pdf)
Norman G. Hoffmann, Ph.D., Evince Clinical Assessments, 29 Peregrine Place, Waynesville, NC 28786 www.evinceassessment.com Tel: 828-454-9960 evinceassessment@aol.com

The UNCOPE consists of six questions found in existing instruments and assorted research reports. This excellent screen was first reported by Hoffmann and colleagues in 1999. Variations in wording are noted for several of the items. The first wording is the original for the “U” and “P” items. The more concrete wording of the revised versions were found to be slightly better as a generic screen. Either version of the six questions may be used free of charge for oral administration in any medical, psychosocial, or clinical interview. They provide a simple and quick means of identifying risk for abuse and dependence for alcohol and other drugs. Please maintain attribution.

U “In the past year, have you ever drank or **used** drugs more than you meant to?”
Or as **revised** “Have you spent more time drinking or using than you intended to?”

N “Have you ever **neglected** some of your usual responsibilities because of using alcohol or drugs?”

C “Have you felt you wanted or needed to **cut down** on your drinking or drug use in the last year?”

O “Has anyone **objected** to your drinking or drug use?”
Or, “Has your family, a friend, or anyone else ever told you they **objected** to your alcohol or drug use?”

P “Have you ever found yourself **preoccupied** with wanting to use alcohol or drugs?”
Or as **revised**, “Have you found yourself thinking a lot about drinking or using?”

E “Have you ever used alcohol or drugs to relieve **emotional discomfort**, such as sadness, anger, or boredom?”

PLEASE SEE: http://www.evinceassessment.com/UNCOPE_for_web.pdf for additional detail as to scoring, interpretation, etc.

ATTACHMENT D

SAMPLE CONTRACT

CONTRACT FOR SERVICES

Between

MILWAUKEE COUNTY

AND

VENDOR

THIS CONTRACT, entered into by and between _____ (hereinafter called “Contractor”) incorporated under Wisconsin Statutes and Milwaukee County (hereinafter called the “County) is for the purpose of operating a Milwaukee County Pretrial Services Program, as identified in the Scope of Services below:

RECITALS

WHEREAS, The Milwaukee County Board of Supervisors adopted the 2016 budget on _____, File No. _____, and approved by the County Executive, which included funding for alternatives to incarceration with contract responsibilities to include oversight and administration by the Chief Judge of Milwaukee County; and

WHEREAS, The County desires to fund a program of pretrial services in Milwaukee County, and

WHEREAS, THE CONTRACTOR represents self as being capable, experienced and fully qualified to undertake, perform and fulfill the services, obligations, and conditions of this Contract:

NOW, THEREFORE, the parties do mutually agree as follows:

I. RETENTION OF SERVICES

Milwaukee County hereby agrees to engage Contractor, and Contractor hereby agrees to perform all services under this Contract in accordance with its terms and conditions. Contractor agrees that time is of the essence for certain elements of this contract as established in the Scope of Services below, and will meet all deadlines and schedules as set forth.

II. GENERAL REQUIREMENTS

Contractor is required to:

- A. Do, perform, and carry out in a professional, timely, and proper manner, all of the services specified by this Contract.
- B. Coordinate with the Chief Judge, or designee, and comply with the agreed time of schedules, work hours, and payment terms.

III. SCOPE OF SERVICES

The contractor shall provide and operate a program of _____.

The Contractor shall not supervise or provide services to more than an average of _____ adult defendants per day without the approval of the Chief Judge.

(Insert Program description/requirements)

The Contractor shall provide all personnel and equipment required to perform services under this contract.

Except as provided herein, the Contractor shall determine the methods, procedures and personnel policies to be used in initiating and furnishing services. Such methods, procedures and personnel policies shall be written and will be provided to the Chief Judge or designee within 60 days of acceptance of this contract.

Contractor shall report defendant non-compliance in accordance with the policies and procedures developed in conjunction with the Misdemeanor and Felony divisions.

IV. PROGRAM OUTCOMES

(Insert expected program outcomes, measurement and evaluation plan)

V. DURATION OF CONTRACT

The contract period shall be from January 1, 2013-December 31, 2013. The Chief Judge may issue a one-year contract extension in agreement/negotiation with the contractor and contingent upon continued funding by Milwaukee County.

VI. COMPENSATION, BILLING AND PAYMENT

Contractor shall be compensated for work performed in general accordance with the applicable rules, procedures and regulation of Milwaukee County. Total direct compensation to the Contractor shall not exceed \$_____. Administrative costs may not exceed 12% of the total direct costs for the program.

Contractor shall be paid for (actual expenses incurred) (1/12 of the total contract amount) on a monthly basis. Compensation for services required under this contract shall be contingent upon satisfactory performance of work as ascertained and/or reported to the Office of the Chief Judge. In the event of a dispute as to the services performed or compensation to be paid, the decision of the Chief Judge shall prevail.

Contractor shall provide the Chief Judge and/or designee with monthly billings that will include:

- A. Number of defendants served by the program.
- B. Names of employees assigned to each program area and the percentage of time each position is devoted to the program.
- C. Cost of personnel and fringe benefits by program area.
- D. Costs of other expenditures by program area with invoices attached.
- E. Cost of administration and indirect costs, by item detail, outside of program area.
- F. DBE Professional Services Monthly Report.

Monthly billing and related information will be due in the Office of the Chief Judge by the 15th day of the succeeding month.

VII. REPORTS

Accountability will be ensured through regular reporting of program activities and outcomes to the Office of the Chief Judge. The Judicial Operations Manager, through the use of the Milwaukee County Pretrial Services Information System, will generate reports.

Contractor will insure that all required participant information, data and supervision activity is entered into the database as it is collected and occurs.

The Chief Judge, Judicial Operations Manager and program funding agencies may require additional data/reports from Contractor as needed.

Contractor shall produce an annual report that describes services provided, indicates number of defendants served, demographics of population served and progress toward program goals and outcomes. Report will compare activity and outcomes from year-to-year. This report will be due by March 1st of the succeeding year.

VII. RIGHT OF REFUSAL

The Contractor retains the right to refuse any defendant referred to the Contractor who is unsuitable for the program or poses a substantial risk to the Contractor.

IX. COUNTY RESPONSIBILITIES

Space

Milwaukee County shall provide office space for the Contractor as may be available, heat, light, maintenance, and janitorial services in the Milwaukee County Safety Building.

Network Connections

Milwaukee County will provide access to the Criminal Justice Information System (CJIS).

X. MODIFICATION/EXTENSION/TERMINATION OF CONTRACT

Milwaukee County and/or the Office of the Chief Judge reserves the right to modify any contract for services provided the vendor is given notice at least 30-days in advance of said modification.

In the event the vendor terminates the contract for any reason whatsoever, such termination will require written notice, delivered to the Office of the Chief Judge, to that effect not less than ninety (90)-days prior to said termination. Vendor agrees that it will refund to Milwaukee County within

fourteen (14) days of said termination, all payments made by Milwaukee County to the vendor for any work not completed.

Milwaukee County and/or the Office of the Chief Judge may terminate the contract at any time at its sole discretion by delivering ninety (90)-days written notice to the vendor. Milwaukee County and/or the Office of the Chief Judge may request immediate removal of the vendor for performance problems such as lack of quantity or quality of work; inability to establish effective working relationships; non-compliance with County standards; inability to follow directions; abuse of facilities; and/or other performance problems. Upon termination, Milwaukee County's liability will be limited to the cost of services performed as of the date of termination.

XI. GENERAL CONDITIONS

A. Access to Records/Audit & Open Records Law

Pursuant to the applicable Milwaukee County rules and regulations, vendor understands that if requested by the County and/or the Office of the Chief Judge, it shall make available its' business and/or program records relating to provision of services under the contract to the county auditors or Chief Judge's staff for purposes of an audit, quality assurance review, or for compliance with Wisconsin State Open Records Law. Vendor also agrees to comply with the Wisconsin State Open Records Law to the extent it is applicable to the vendor. The Office of the Chief Judge shall have off-site electronic access to program database records. All materials and products resulting from this project are the exclusive property of Milwaukee County.

B. Indemnity

The Contractor agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless, the County, and its agents, officers and employees, from and against all loss or expense including costs and attorney's fees by reason of liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of the Contractor, or its' (their) agents which may arise out of or are connected with the activities covered by this agreement. Contractor shall indemnify and save the County harmless from any award of damages and costs against County for any action based on U.S. Patent of Copyright infringement regarding computer programs involved in the performance of the tasks and services covered by this agreement.

C. Insurance

Vendor agrees to evidence and maintain proof of financial responsibility to cover costs as may arise from claims of tort, statutes and benefits under Worker's Compensation laws and/or include insurance coverage for Worker's Compensation claims as required by the State of Wisconsin, including employer's liability and business insurance covering general liability, professional liability and automobile coverage in the following minimum amounts:

<u>Type of Coverage</u>	<u>Minimum Amounts</u>
Wisconsin Worker's Compensation Employer's Liability & Disease	Statutory (Waiver of Subrogation) \$100,000/\$500,000/\$100,000
Commercial or Comprehensive General Liability Bodily Injury & Property Damage	\$1,000,000 Per Occurrence

Including Personal Injury, Fire, Legal & Contractual	\$1,000,000 General Aggregate
Automobile Liability Bodily Injury & Property Damage All Autos Owned, non-owned and/or hired Uninsured Motorists	\$1,000,000 Per Accident Per Wisconsin Requirements
Professional Liability	\$1,000,000 per occurrence

Coverage shall be placed with an insurance company approved by the State of Wisconsin and rated "A" per Best's Key Rating Guide. Such coverage must be maintained during the life of the contract including renewals.

Milwaukee County shall be named as additional insured, as interests may appear, and be afforded thirty (30)-day written notice of cancellation of renewal. A certificate indicating above coverage shall be submitted for review and approval by Milwaukee County for the duration of this agreement. Additional information as to policy form, retroactive date, discovery provisions and applicable retentions, shall be submitted to Milwaukee County, if requested, to obtain approval of insurance requirements. Any deviations, including use of purchasing groups, risk retention groups, etc., or requests for waiver from the above requirements shall be submitted in writing to Milwaukee County for approval prior to the commencement of activities under this contract.

D. Security

All employees and agents of the Contractor providing any pretrial program or service shall be subject to screening by the Chief Judge or her designee. This screening may include but not be limited to a reference check; criminal conviction check and active warrant check. The arrest and/or charging with a criminal act, including misdemeanors may result in such staff being barred from working in the pretrial service program.

E. Non-Discrimination

The Contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, sex or handicap, which shall include but not be limited to: recruitment or recruitment advertising; employment upgrading; demotion or transfer; lay-off or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship. A violation of this provision shall be sufficient cause for the County to terminate the contract pursuant to County Ordinance 56.17-Non-Discriminatory Contracts.

F. Disadvantage Business Enterprise

1. Consultant/service provider shall comply with CFR 49 Part 26 and Chapter 42 of the Milwaukee County Ordinances, which requires Good Faith Efforts (GFE) to achieve participation of certified Disadvantaged Business Enterprise (DBE*) forms on all USDOT and Milwaukee County funded professional service contracts. In accordance with this Milwaukee County policy and US DOT

* The term "DBE" means small business concerns known as Disadvantaged Business Enterprise (DBE) firms owned at least 51% by socially and economically disadvantaged individuals, and certified by Milwaukee County under CFR 49 Part 26.

requirements, the consultant/service provider shall ensure that DBEs have an opportunity to participate in this project/contract. The efforts employed by the consultant/service provider should be those that one could reasonably expect a consultant/service provider to take if the consultant/service provider were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE contract requirements. (49 CFR §26.53 and Appendix A to 49 CFR Part 26 which provides guidance regarding GFE). For a list of Milwaukee County certified DBEs, go to www.milwaukeecounty.org and do a search for “certified vendor” and then click on “certified Vendor List”. If you need additional assistance, contact the Community Business Development Partners (CBDP) Office at (414) 278-5248.

2. The Community Business Development Partners (CBDP) Office of Milwaukee County is authorized to make the determination that consultant/service provider has made a good faith effort (GFE) to achieve the required DBE participation by doing either of the following:
 - a. Shows evidence that it has met the DBE participation by submitting a complete Commitment to Subcontract to DBE Firms (DBD-014PS) form; or
 - b. Documents that it made good faith efforts to meet the DBE participation goal, even though it did not succeed in achieving it. . In this case, the consultant/service provider must submit the Certificate of Good Faith Efforts (DBD-001PS form) and all relevant documentation to the CBDP office for its GFE determination within three (3) working days of notification of being the successful proposer.
3. DBE Participation Goal: Consultant/service provider shall utilize DBE firms to a minimum of 3% of the total contract. DBE participation requirement relative to contract award shall be based upon the approved Milwaukee County Commitment to Subcontract to DBE Firms (DBD-014PS form). Consultants/service providers receiving additional work on the contract in the form of change orders, etc. shall be expected to increase DBE participation proportionally.
4. When evaluating the performance of this contract, Milwaukee County reserves the right to conduct compliance reviews and request, both from the prime consultant/service provider and DBE sub-consultant(s), documentation that would indicate level of compliance. If the consultant/service provider is not in compliance with the specifications, the County will notify the consultant/service provider in writing of the corrective action that will bring the consultant/service provider into compliance. If the consultant/service provider fails or refuses to take corrective action as directed, Milwaukee County may take one or more of the actions listed below:
 - a. Terminate or cancel the contract, in whole or in part.
 - b. Remove the consultant/service provider from the list of qualified consultant/service providers and refuse to accept future proposals for a period not to exceed three (3) years.
 - c. Impose other appropriate sanctions, including withholding any retainage or other contract payments due which are sufficient to cover the unmet portion of the DBE goal, where the failure to meet the goal is the result of a finding by the DBD of consultant/service provider’s bad faith.
 - d. If the consultant/service provider has completed its contract, and the goal was not met due to an absence of good faith on the part of the consultant/service provider as determined under Section 4, above, the parties agree that the proper measure of damages for such non-

compliance shall be the dollar amount of the unmet portion of the DBE goal. The county may in such case retain any unpaid contract amounts and retainage otherwise due the consultant/service provider, up to the amount of the unmet goal. If insufficient funds remain in the contract account to compensate the county up to that amount, Milwaukee County may bring suit to recover damages up to the amount of unmet goal, including interest at the rate of 12% annually, plus the County's costs, expenses and actual attorney's fees incurred in the collection action.

5. DBE Utilization Reports/Payment Applications. DBE Utilization Reports (**DBD-016PS form**) must be submitted with the Payment Applications. These reports must cover the period from the start of the project to the end of the period covered by the payment application being submitted or the period since the last payment application. The reports must be submitted even if no DBE activity took place during the period being reported. The County Project Manager will reject payment applications that are not in compliance with this section.
6. Final Payment Verification. The prime consultant/service provider must submit the "DBE Subcontractor Payment Certification" form (**DBD-018PS form**) and the final DBE Utilization Report along with their Final Payment Application. The County Project Manager will not process the Final Payment Application if these reports are not submitted.

G. Independent Contractor

Nothing contained in this Contract shall constitute or be construed to create a partnership or joint venture between Milwaukee County or its successors or assigns and Contractor or their successors or assigns. Neither Contractor nor Contractor's employees shall be deemed to be employees of Milwaukee County. Contractor is at all times acting and performing as an independent contractor duly authorized to perform the acts required hereunder.

H. Code of Ethics

The Contractor attests that it is familiar with Milwaukee County's Code of Ethics which states in part: "No person may offer to give to any county officer or employee or his immediate family, or no county officer or employee or his immediate family may solicit or receive anything of value pursuant to an understanding that such officer's or employee's vote, official action, or judgment would be influenced thereby.

I. Furniture/Equipment/Supply Purchases

All computer equipment, printers, copiers, fax machines, hardware, software, office furniture, office supplies or program participant bus tickets purchased using funds under this contract are and shall remain the property of Milwaukee County.

D. Security

All employees and agents of the Contractor providing any pretrial program or service shall be subject to screening by the Chief Judge or designee. This screening may include but not be limited to a reference check; criminal conviction check and active warrant check. The arrest and/or charging with a criminal act, including misdemeanors may result in such staff being barred from working in the pretrial service program.

E. Non-Discrimination

The Contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, sex or handicap, which shall include but not be limited to: recruitment or recruitment advertising; employment upgrading; demotion or transfer; lay-off or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship. A violation of this provision shall be sufficient cause for the County to terminate the contract pursuant to County Ordinance 56.17-Non-Discriminatory Contracts.

F. DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

All bidders/proposers shall comply with Milwaukee County Ordinance Chapter 42 and 49 CFR Parts 23 and 26 which have assigned an overall goal of seventeen percent (17%) participation of certified disadvantaged business enterprise (DBE) and/or airport concession disadvantaged business enterprise (ACDBE) firms on professional and non-professional service contracts. Proposers must state in their response how they will meet the goal including identifying the DBE firm(s) by name, the scope of work/services to be provided, the dollar amount(s) of such work, and the percentage of the DBE goal to be met, or document good faith efforts made to meet the goal assigned to this contract. Failure to carry out the requirements of this provision will result in a determination of non-responsiveness and the submission may be rejected. The successful proposer shall maintain records and document its performance using the DBE forms provided. The *Disadvantaged Business Enterprise (DBE) Utilization Specifications* and all other specific DBE forms to be used are included in this RFP in the addendums section.

The directory of DBEs can be obtained by contacting Community Business Development Partners (CBDP) at 414.278.4747 or by visiting the following internet site:

<https://app.mylcm.com/wisdot/Reports/WisDotUCPDirectory.aspx>

If you need additional assistance in identifying DBEs, or understanding Milwaukee County procedures regarding the DBE Program Ordinance, contact CBDP at 414-278-5248.

G. Independent Contractor

Nothing contained in this Contract shall constitute or be construed to create a partnership or joint venture between Milwaukee County or its successors or assigns and Contractor or their successors or assigns. Neither Contractor nor Contractor's employees shall be deemed to be employees of Milwaukee County. Contractor is at all times acting and performing as an independent contractor duly authorized to perform the acts required hereunder.

H. Code of Ethics

The Contractor attests that it is familiar with Milwaukee County's Code of Ethics which states in part: "No person may offer to give to any county officer or employee or his immediate family, or no county officer or employee or his immediate family may solicit or receive anything of value pursuant to an understanding that such officer's or employee's vote, official action, or judgment would be influenced thereby.

IN WITNESS WHEREOF, (CONTRACTOR) and MILWAUKEE COUNTY HAVE EXECUTED THIS CONTRACT EFFECTIVE JANUARY 1, 2017.

Approved by Corporation Counsel
(Approved as to form & independent
Contractor status by Corporation Counsel)

Reviewed by Risk Management

Date

Date

Chief Judge on behalf of Milwaukee
County

(Contractor)

Maxine Aldridge White

Date

Date

Reviewed by CBDP

Comptroller

Date

Date

County Executive

Risk Management

Chris Abele

Date

Date

ATTACHMENT E

Milwaukee County Early Intervention Programs

Milwaukee County offers the opportunity for some defendants, under appropriate circumstances, to participate in one of several early intervention programs.¹ The purpose of these early intervention programs is to maximize the opportunity to support and encourage prosocial attitudes and behaviors among those who become involved in the justice system, while minimizing the potential negative consequences that may accrue to an individual involved in the system, such as social stigma, exposure to higher risk offenders, and loss of prosocial supports (family, employment, educational activities, etc.).

This document is intended to guide determinations concerning eligibility for the Early Intervention (EI) programs. Nothing in this document limits the District Attorney Office’s discretion in making charging decisions. However, this document does set forth parameters for the parties to consider in balancing the need to protect the community and hold offenders accountable with the importance of providing these same offenders with the opportunity to become pro-social and productive members of our community. Since these goals are often accomplished effectively with reduced charges, parties are encouraged to negotiate an appropriate charge at the outset of the action. This goal should be particularly taken into account when public protection can be accomplished while reducing long-term consequences to the offender.

Research demonstrates that the delivery of swift services and interventions², commensurate with the possibility that an individual will continue criminal behavior (“level of re-offense risk”)³ and the presence of risk factors that are indicators of criminal behavior (“criminogenic needs”)⁴—offers the greatest opportunity for public safety. These strategies also provide for the best use of criminal justice dollars and resources, by reducing the costs of processing cases for those at lower risk to reoffend and instead investing those resources in those who pose the greatest risk to the community⁵.

Milwaukee County’s early intervention programs are based upon these important research findings. The goal of all of these programs is to reduce the long-term recidivism risk of individuals involved in the justice system while at the same time ensuring public safety and the efficient allocation of limited criminal justice resources.

¹ While the purpose of this document is to primarily describe the Diversion and Deferred Prosecution Programs, eligibility for the Day Reporting Center, Drug Treatment Court and the Veterans Treatment Initiative Programs are also summarized in order to provide a complete picture of the intervention options available in the County.

² Burden et al., 2001; Dayan & Abbot, 2001; Griffith et al., 2000; Higgins & Silverman, 1999; Marlowe & Kirby, 1999; Murphy, Vuchinich, & Simpson, 2001; Rhine, 1997.

³ Andrews, 2007; Andrews & Bonta, 2007; Andrews, Bonta, & Wormith, 2006; Andrews & Dowden, 2007; Andrews, Dowden, & Gendreau, 1999; Bonta, 2007; Dowden, 1998; Gendreau, Goggin, & Little, 1996; Lipsey & Cullen, 2007

⁴ Andrews, 2007; Andrews et al., 1990.

⁵ Aos & Drake, 2010; Aos, Miller, & Drake, 2006; Johnson, Austin, & Davies, 2002; Pew Center on the States, 2009.

The Milwaukee County Diversion Program offers those who are determined to be at low risk for re-offense—based upon the results of one or more scientifically validated criminal re-offense risk assessment scales—and who are not excluded by criteria listed below⁶ the opportunity to be diverted from the justice system. **Diversion** requires that these individuals, after being arrested for a crime that the Milwaukee County District Attorney’s Office (“MCDA”) determines can be proven beyond a reasonable doubt (hereinafter referred to as the “provable charge”) and is not subject to legitimate 4th, 5th or 6th amendment claims⁷, meet specific program expectations⁸ and remain crime free for the term of the Diversion. All participants in the Diversion Program will be required to have the assistance of legal counsel and will complete and sign a written Diversion Agreement. Those who successfully meet these conditions will not be subject to a criminal charge on their record. Those who fail to meet these conditions will be prosecuted for their provable charge.

The Milwaukee County Deferred Prosecution Program offers those who are determined to be moderate to high risk for re-offense—based upon the results of one or more scientifically validated criminal re-offense risk assessment scales—and who are not excluded by criteria listed below⁹, the opportunity to have their judgment of conviction deferred for their provable charge, which is not subject to legitimate 4th, 5th or 6th amendment claims¹⁰, until such time as the individual has successfully demonstrated their ability to lead a pro-social, law abiding life.¹¹ All participants in the **Deferred Prosecution Agreement (“DPA”) Program** will be required to have the assistance of legal counsel and will complete and sign a written agreement. No defendant will be denied a DPA if they, in good faith, decline to waive a preliminary hearing or litigate a legitimate suppression motion. Those who are not successful in the DPA will be prosecuted for their provable charge. By virtue of the assessed risk level and/or nature of the offenses committed by individuals who might participate in this program, a permanent record of these individuals’ arrest will be maintained, regardless of successful completion of the DPA.

⁶ See Pretrial Diversion, Charges Resulting in Exclusion, pages 3-4 of this document.

⁷ Consistent with current practice, the Early Intervention Program is not be used for cases that are not provable or subject to legitimate 4th, 5th or 6th amendment claims.

⁸ See pages 10-11 later in this document.

⁹ See DPA: Charges Resulting in Exclusion, pages 5-6 of this document.

¹⁰ Consistent with current practice, the Early Intervention Program is not be used for cases that are not provable or subject to legitimate 4th, 5th or 6th amendment claims.

¹¹ Individuals who participate in the Deferred Prosecution Program must agree to participate in behavior changing programs and services that have been demonstrated through research to be effective in reducing this likelihood of re-offense, as determined by their individual risk assessment results.

Milwaukee County Criminal Justice System Vision Statement

By applying what the evidence tells us about what actually works in protecting the community and holding offenders accountable, Milwaukee County's criminal justice system will make the smartest possible use of its limited resources, continuously improving its performance against quantifiable goals and reinvesting the savings in programs that reduce crime in the first place.

The Milwaukee County District Attorney's Office—and its justice system partners—have developed specific goals, a transparent selection process and criteria, and methods for enhancing the likelihood of the success of these programs by basing these practices on contemporary research findings. These approaches will be evaluated and, if supported by the data, modified over time to ensure that they result in their intended public safety outcomes, and promote the vision and goals of the Milwaukee County criminal justice system.

Early Intervention Eligibility Criteria

PRETRIAL DIVERSION: Defendants who score low on the LSI-R:SV (or LSI-R) (scores ranging from 0 to 2 on the LSI-R:SV, or 1 to 13 to on the LSI-R) who have a provable charge with crimes other than those identified below are eligible for Pretrial Diversion.

Pretrial Diversion: Charges Resulting in Exclusion

- **Operating While Intoxicated:** Individuals charged with any Operating While Intoxicated Offense are ineligible.
- **Residential burglary:** Individuals charged with residential burglary are ineligible (unless the victim, who is a family member or neighbor, **specifically requests diversion**).
- **Firearms charges:** Firearm offenses are ineligible.
- **History of Firearms:** Individuals with a history of felony firearm charges will be ineligible. However, a person with a history of a misdemeanor firearms case in their past, when such case is 5 years or older from a current non-firearms charge, will be considered on a case by case basis.
- **Felony sex offenses:** Individuals charged with a felony sex offense are ineligible unless otherwise approved by the Sensitive Crimes Deputy District Attorney.
- **Crimes of violence:** any charge or history of homicide or other crime that involves great bodily harm as defined in Wis. Stats. Section 939.20 (14) unless approved by the District Attorney.
- **Public welfare and entitlement charges:** Individuals with any charge (e.g., theft, attempt theft, forgery, fraudulent applications) wherein the defendant's actions defraud or attempt to defraud a State of Wisconsin Agency (e.g., Workers Compensation, Unemployment Compensation, W2, etc.) are ineligible unless approved by a Deputy District Attorney.
- **Domestic violence:** Individuals charged with domestic violence will be reviewed on a case by case basis for Diversion consideration by the Domestic Violence Team Captain or a Deputy District Attorney.

- **Gang involved:** Individuals with a history of arrests, criminal convictions or other information that is documented consistent with the provisions of Wisconsin Stats. Section 939.22(9) and (21) for gang related activity will be ineligible unless approved by a Deputy District Attorney.
- **Drug offenses:** Individuals charged with drug offenses are ineligible for diversion if any of the following conditions exist¹²:
 - Individuals are in possession of drugs in the following amounts/weights or greater:
 - 500 or more grams of marijuana or,
 - 5 or more grams of cocaine or,
 - 3 or more grams of heroin, or
 - 5400 or more milligrams of Oxycodone (180 pills of 30 mg Oxy or 68 pills of 80 mg pills) or
 - 180 or more pills of Schedule II Narcotics (morphine, etc) or
 - 200 or more pills of Schedule III through V controlled substances or
 - Evidence suggests individuals have an ongoing pattern of distributing drugs over a period of six months or more for the sole or primary purpose of supporting themselves and/or others through the financial gains derived from drug distribution

DEFERRED PROSECUTION: Defendants who score low/moderate (scores ranging from 14 to 33 on the LSI-R), who are charged with crimes other than those identified below, are eligible for Deferred Prosecution.¹³ Defendant's who are on Department of Corrections supervision who would otherwise meet the DPA eligibility criteria shall be considered on a case by case basis for a DPA in conjunction with a formal Alternative to Revocation.

DPA: Charges Resulting in Exclusion

- **Operating While Intoxicated:** Individuals charged with any Operating While Intoxicated Offense are ineligible.¹⁴
- **Residential Burglary:** Individuals charged with residential burglary will be ineligible **unless the victim supports a DPA.**

¹² Individuals in possession of prescription drugs must have their case "reviewed" by the "Pill Prosecutor" in the Violent Crimes Unit who specializes in such cases to determine eligibility for Early Intervention. Defendants employed by a Pharmacy, medical office, hospital or whose job duties permit access to prescription medications, and who then utilize their employment to fraudulently obtain medications will only receive a Diversion or DPA if approved by the "Pill Prosecutor". Any Early Intervention programming offered to persons holding a professional license/registration in the medical field must contain language requiring the defendant to notify the Department of Safety and Professional Services within 14 days of entry into the DPA/Diversion, and provide the Department with a copy of the criminal complaint, police reports, and DPA/Diversion agreement. Any DPA/Diversion offered to persons who utilized their employment in the healthcare field to obtain prescription medications must include a provision prohibiting the defendant from working in any capacity where they will have access to prescription medications during the pendency of the agreement.

¹³ Individuals who have an LSI-R score between 33-40 who are determined not to be appropriate for Milwaukee County Drug Treatment Court may be considered for a DPA through the Milwaukee County Day Reporting Center assuming they meet the DRC's remaining eligibility requirements.

¹⁴ Veterans with an any Operating While Intoxicated misdemeanor 2nd, 3rd or 4th offense may be determined to be eligible for a Deferred Sentencing or Enhanced Sentencing Agreements as outlined on page 9.

- Firearms charges: Firearm Charges are ineligible.
- History of Firearms: Individuals with a history of felony firearm charges will be ineligible. However, a person with a history of a misdemeanor firearms case in their past, when such case is 5 years or older from a current non-firearms charge, will be considered on a case by case basis.
- Felony sex offenses: Individuals charged with a felony sex offense are ineligible unless otherwise approved by the Sensitive Crimes Deputy District Attorney.
- Crimes of violence: any charge or history of homicide or other crime that involves great bodily harm as defined in Wis. Stats Section 939.20 (14) unless approved by the District Attorney.
- Public welfare and entitlement charges: Individuals with any charge (e.g., theft, attempt theft, forgery, fraudulent applications) wherein the defendant’s actions defraud or attempt to defraud a State of Wisconsin Agency (e.g., Workers Compensation, Unemployment Compensation, W2, etc.) are ineligible unless approved by a Deputy District Attorney.
- Domestic violence: Individuals charged with domestic violence will be reviewed on a case by case basis for deferred prosecution consideration by the Domestic Violence Team Captain or a Deputy District Attorney.
- Gang involved: Individuals with a history of arrests, criminal convictions or other information that is documented consistent with the provisions of Wisconsin Stats. Section 939.22(9) and (21) for gang related activity will not be eligible unless approved by a Deputy District Attorney.
- Drug offenses: Individuals charged with drug offenses are ineligible for a DPA if any of the following conditions exist:
 - Individuals are in possession of drugs in the following amounts/weights or greater¹⁵:
 - 500 or more grams of marijuana or,
 - 5 or more grams of cocaine or,
 - 3 or more grams of heroin, or
 - 5400 or more milligrams of Oxycodone (180 pills of 30 mg Oxy or 68 pills of 80 mg pills) unless approved by the “Pill Prosecutor” or
 - 180 or more pills of Schedule II Narcotics (morphine, etc) unless approved by the “Pill Prosecutor” or
 - 200 or more pills of Schedule III through V controlled substances unless approved by the “Pill Prosecutor” or
 - Evidence suggests individuals have an ongoing pattern of distributing drugs over a period of six months or more for the sole or primary purpose of supporting

¹⁵ Individuals in possession of prescription drugs must have their case “reviewed” by the “Pill Prosecutor” in the Violent Crimes Unit who specializes in such cases to determine eligibility for Early Intervention. Defendants employed by a Pharmacy, medical office, hospital or whose job duties permit access to prescription medications, and who then utilize their employment to fraudulently to obtain medications will only receive a Diversion or DPA if approved by the “Pill Prosecutor”. Any Early Intervention programming offered to persons holding a professional license/registration in the medical field must contain language requiring the defendant to notify the Department of Safety and Professional Services within 14 days of entry into the DPA/Diversion, and provide the Department with a copy of the criminal complaint, police reports, and DPA/Diversion agreement. Any DPA/Diversion offered to persons who utilized their employment in the healthcare field to obtain prescription medications must include a provision prohibiting the defendant from working in any capacity where they will have access to prescription medications during the pendency of the agreement.

themselves and/or others through the financial gains derived from drug distribution.

Other Intervention Options

DAY REPORTING CENTER (DRC): The purpose of the Day Reporting Center is to provide an alternative to incarceration for moderate risk sentenced offenders or those entering into a DPA who are identified as being in need of structured substance abuse, cognitive intervention, employment readiness, education and/or parenting programming. Defendants who are assessed as moderate risk/moderate need are eligible for the DRC provided the following criteria are met.

Day Reporting Center: Eligibility¹⁶

- Score between 24 and 40¹⁷ on the LSI-R
- Milwaukee County resident
- Milwaukee County case

Day Reporting Center: Charges Resulting in Exclusion

Defendants will not generally be considered if:

- The current offense was committed with a weapon or where the victim was threatened with or sustained bodily harm.
- The current offense is domestic violence in nature.
- The defendant has prior conviction(s) for any type of sexual assault.

DRUG TREATMENT COURT (MCDTC): The mission of the Milwaukee County Drug Treatment Court (“MCDTC”) is to enhance public safety through the reduction of recidivism by coordinating effective and accountable substance abuse treatment and supportive services for offenders with substance abuse problems.

Drug Treatment Court: Eligibility

Defendants who are assessed as moderate to high risk/moderate high need are eligible for MCDTC provided the following inclusionary criteria are met:

- Milwaukee County resident at time of arrest
- Age 18 or older
- Be charged with a felony offense or determined to be a chronic, habitual misdemeanor.
- Determined to be AODA dependent, as determined by a series of assessments, including the ASI/ASAM.¹⁸

¹⁶ The eligibility requirements for defendants to be sentenced to the DRC are identical to those for DPA’s except the defendant must have a minimum of 4 months to serve after credit for good time and time-served and eligibility for electronic monitoring on sentenced cases is subject to criteria imposed by the MCSJ.

¹⁷ An individual with a score of 24-33 on the LSI-R is considered moderate risk with a 48.1% chance of recidivating; an individual with a score of 34-40 is considered medium/high risk with a 57.3% chance of recidivating. *Source:* D.A. Andrews and James L. Bonta. 2001. LSI-R User’s Manual. New York: MHS.

- Assessed on the LSI-R as moderate/high risk to reoffend (score of 24 to 40)
- Faces a minimum joint recommendation of nine months of incarceration straight time.
- Agree to fully participate in MCDTC

Drug Treatment Court: Charges/Criminal History Resulting in Exclusion:

- Sex, firearms or other offenses deemed violent by the MCDA.
- Manufacture, delivery, possession with intent or conspiracy to commit offenses involving 40 or more grams of cocaine, 2,500 grams or more of marijuana or 15 grams or more of heroin.
- “Violent Offenders,” which is defined pursuant to our federal grant, as an individual who:
 - (1) is charged with or convicted of an offense (presenting offense) that is punishable by a term of imprisonment exceeding one year, during the course of which offense or conduct:

(A) the person carried, possessed, or used a firearm; and

(B) there occurred the death of or serious bodily injury to any person; or

(C) there occurred the use of force against the person of another, without regard to whether any of the circumstances described in subparagraph (A) or (B) is an element of the offense or conduct of which or for which the person is charged or convicted; or

(2) has 1 or more prior convictions for a felony crime of violence involving the use or attempted use of force against a person with the intent to cause death or serious bodily harm.

The term “crime of violence” means—

(a) an offense that has as an element of use, attempted use, or threatened use of physical force against the person or property of another, or

(b) any other offense that is a felony and that, by its nature, involves a substantial risk that physical force against the person or property of another may be used in the course of committing the offense.

Veterans Treatment Initiative (“MCVTI”): Milwaukee County’s Veterans are among the groups of offenders who may be afforded access to the above-referenced Early Intervention Programs. This is in recognition of the connection between their service related trauma, substance abuse, mental illness and other conditions that frequently lead to criminal justice involvement. Veterans also enjoy the advantage of ready access to treatment programs through the Veterans Administration (“VA”) and other Veterans Service Organizations (“VSO”) which MCVTI will seek to leverage. Through increased and effective use of existing resources and early intervention programming, MCVTI will assist justice involved veterans while not detracting from other similarly challenged populations. The Mission of the MCVTI is to successfully rehabilitate Veterans in recognition of their service to our country and the challenges this service may present to them and their families by diverting them from

¹⁸ Additional assessments may be used for defendants who are part of the Veterans Treatment Initiative; see pages 8-9.

the traditional criminal justice system and providing them with the tools they will need to lead a productive and law-abiding life.

The framework for MCVTI generally parallels other Milwaukee County Early Intervention Programs. Veterans will be identified early on by self-reporting to various agencies and VA will determine eligibility for treatment and services. Veterans will be screened for risk levels and needs using the standard early intervention framework. Given the prevalence of post traumatic stress disorder, veterans will also be assessed for this using VA developed tools. Appropriate Early Intervention Program services (Diversion, DPA or MCDTC) will be identified using existing risk ranges and offense prohibitions. Veterans will be linked with treatment and monitoring through VA or other VSOs. Duration of agreements, staffing requirements, sanctions and incentives are identical to the other Early Intervention programming outlined in this document.

Additionally, Veterans will be required to work with a mentor provided by a VSO. Mentors will provide advice and counseling to and advocacy on behalf of Veterans and may provide limited feedback to the court and parties on the Veteran's efforts. However, the mentor does not function as a monitor and will not provide more extensive information absent concerns about the immediate safety of the Veteran or others or the potential for commission of a crime of violence or sexual assault.

The substance which veterans most frequently choose to abuse is alcohol. The VA, National Institute of Drug Abuse and Department of Defense all recognize a significant increase in the number of Veterans reporting heavy alcohol abuse.¹⁹ Consequently, this places Veterans at greater risk for related harmful behaviors such as drunk driving. Indeed, VA has even instituted a safe driving initiative designed to educate Veterans on the dangers of drunk driving. In Milwaukee County, Veterans represent approximately 5% of the total population. On the other hand, they represent over 11% of defendants charged with alcohol related traffic offenses.

In order to address this specific need, Veterans charged with Operating While Intoxicated as a second, third or fourth (misdemeanor only) offense will be allowed to participate in the following early intervention programming:

Deferred Sentencing Agreements (DSA). Veterans charged with OWI as a second offense may be allowed to enter into an agreement wherein the veteran pleads guilty is convicted but sentencing is deferred for a period of 6 months. Similar to a DPA, the Veteran must agree to follow certain conditions designed to enhance their ability to lead a pro-social, law abiding life. Most notable among these is alcohol treatment. Unlike a DPA however, upon successful completion of the agreement, the conviction remains in effect and the State will recommend that the veteran is to be sentenced to the lesser of a two tiered recommendation specified in the agreement. If the Veteran is not successful, the State will make a greater recommendation. The eligibility framework, treatment and monitoring, staffing requirements, sanctions and incentives are identical to the Early Intervention programming outlined in this document.

¹⁹ The National Council on Alcohol and Drug Dependence reports that between 2006 and 2008, 1 in 8 veterans returning from Iraq or Afghanistan were referred for alcohol counseling. Among the 30 million veterans nation-wide, 30% reported binge or heavy drinking.

Enhanced Probation. Veterans charged with OWI as a third or fourth (misdemeanor only) offense, who are determined to have been deployed or suffered military related trauma, may be allowed to enter an agreement whereby they will plead guilty, have judgment of conviction entered and placed on probation. Length of probation varies dependent on the offense level. Veterans must serve the mandatory minimum sentence as a condition of probation with a greater amount stayed for later use as a sanction. After serving the initial period, the veteran must report to the probation agent, comply with the rules of supervision and also appear regularly in court as part of the Veterans Treatment Initiative. Department of Corrections (DOC) will monitor, provide treatment resources for and advise the court on compliance of program Veterans. Upon successful completion of probation, the balance of the conditional time will be permanently stayed and the Veteran will be successfully discharged from probation and the program. Violations not warranting revocation will result in imposition of sanctions by the agent or court. Other mandatory provisions, (license suspension, IID, AODA and divers safety plan) must be completed during probation. More serious violations will result in discharge from the program and probation revocation being sought by the Department of Corrections.

Pretrial Diversion Case Process and Program Expectations

DIVERSION PROGRAM PROCESS

- A defendant who meets the eligibility criteria for Pretrial Diversion will be considered for Pretrial Diversion at the charging conference.
- Cases involving victims must involve victim consultation, including concerning restitution.
- If the offer is accepted by the defendant with the assistance of counsel, a Diversion Agreement will be put into place, which will include restitution in a stipulated amount, if applicable.
- No criminal complaint will be filed.

DIVERSION PROGRAM EXPECTATIONS

- Diversion Agreements generally will be six months in length.
- A set of reasonable requirements are developed and conveyed to the participant at the time of the offer by legal counsel.
- Given that the diversionary population is assessed as low-risk, Diversion is focused on accountability, not problem solving or risk reduction.
- Requirements (conditions) should be related to accountability and encourage defendants to continue/pursue pro-social activities.
- Over-conditioning should be avoided.
- To this end, problem solving issues, if discovered, should be addressed through recommendation and referrals but not result in mandated services.
- Standard program expectations include:
 - Remain crime free during the diversion process.
 - Pay restitution, if applicable.
- The diversion program offers two “tracks”.

- Track 1 is a Restorative Justice track²⁰. It may include:
 - Victim-offender mediation (or alternative of community service)
 - Letter(s) of apology.
- Track 2 is an Accountability track. It may include restitution and/or community service hours (emphasizing previous point: this should be minimal, and perhaps selective). Short term targeted educational programs or class, such as a “shoplifters’ group”, CCAP education class or active referral for school/job training. There should be minimal contact with the individual during Diversion. Counsel will still be representing the individual while on Diversion, so the participant has someone to contact if a problem arises.

DIVERSION COMPLETION

- Diversion participants will be considered to have successfully completed their Diversion if program requirements are met and they have remained crime free during the six month diversionary period and paid all restitution (agreements will be extended liberally as long as participants are making a good faith effort to pay).

OTHER DIVERSION CONSIDERATIONS

- If an individual has remained crime free, but has not completed the terms of the Pretrial Diversion by the end of the agreement and the defendant has made a good faith effort to complete the agreement, the diversion may be extended.
- If a Diversion participant is arrested while on a Pretrial Diversion agreement, the District Attorney’s Office will consider the nature of the new charge and may offer a Deferred Prosecution Agreement which combines the original Diversion Agreement with a new Deferred Prosecution Agreement offer.
- If an individual has completed a Diversion Agreement successfully in the past and is arrested again, the case will be reviewed by the District Attorney’s office to determine appropriateness for Pretrial Diversion (assuming the individual meets the eligibility criteria). An offer of DPA may also be considered. Factors to be considered are the current LSIR-R score or the results of another long-term recidivism risk and needs assessment, length of time from the completion of the previous Diversion and the particular type of new charge.

Deferred Prosecution Case Process and Program Expectations

Deferred Prosecution Agreement Process:

- Conditions of a DPA must address risk reduction and can include accountability strategies. The definition of this population is that they present with both risks and needs.

²⁰ The Office encourages the use of the Community Conferencing Program (“CCP”) for appropriate victim cases. This program provides a service to victims and impacted communities, while holding offenders accountable for their actions in a more meaningful way.

- The requirements must be: tailored to the individual based on a thorough and individualized assessment of risks and the needs in order to reduce long term risk of re-offense and crafted in such a way that the individual is able to reasonably meet expectations. While the following is a list of potential requirements, over-conditioning should be avoided and emphasis should be placed on addressing the most significant criminogenic needs as opposed to trying to address every need of the defendant.
- The Milwaukee County District Attorney’s Restorative Justice Programming (the “RJP”) should be considered in cases deemed appropriate for DPA’s.
 - **Risk Reduction Strategies**
 - Cognitive Behavioral Therapy (CBT)
 - Substance Abuse/Mental Health Treatment, if indicated
 - Anger Management with CBT component
 - Parenting with CBT component
 - **Accountability Requirements**
 - Remain crime free for the duration of the DPA
 - Drug Testing, if indicated and performed by the substance abuse provider
 - Pay restitution, if applicable
 - Complete community service hours, if appropriate
 - Complete restorative justice requirements, if appropriate
 - Electronic Monitoring/GPS
 - Complete short term targeted educational programs or class, such as a “shoplifters’ group”, etc.
- Professional Case Management is the ideal means to fully assess and monitor DPA participants as the risks and needs are greater for this population as defined by the committee. Counsel will still represent the individual while on a DPA, but the role for counsel should be one of engagement with the participant and the case manager.
- Progress/compliance reports will be required at three and six months intervals.
- DPA duration will be based on risk and need, but generally 6 months but less than a year.
- DPA participants will be considered successful if they complete the requirements as agreed and remain crime free during the period of monitoring under the DPA.

Additional DPA Considerations

- Staffings with the defendant, defense attorney, assistant district attorney and case manager should be held to discuss program compliance. When addressing negative behavior a written plan should be put in place to address the non-compliance.
- If a defendant has not completed all the requirements of the agreement at the end of its term, but a good faith effort has been made, an extension may be granted by stipulation of all the parties.
- If the DPA participant fails to complete the requirements of the agreement, he or she will be sentenced on the charge(s) as pled.

- If a participant is arrested while on a DPA, the District Attorney's Office will consider the nature of the new charge and may consider referring the individual to Drug Court or the Day Reporting Center for further intervention. The case under which the individual was offered a DPA may be bundled with the new charge. In rare situations, a new DPA with more intensive conditions could be offered with an extension of the original DPA.
- If an individual has completed a DPA successfully in the past and is arrested again, the case will be reviewed by the District Attorney's office to determine if they would be eligible for another deferred prosecution agreement. Factors to be considered are LSI-R score (or other long-term recidivism risk/need assessment), length of time from the completion of the deferred prosecution agreement and the particular type of new charge.

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ADDENDUMS

DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION

- ADDENDUM A** DBE Requirements
- ADDENDUM B** Certificate of Good Faith Efforts (DBE-01)
<http://county.milwaukee.gov/ImageLibrary/Groups/Everyone/CBDP/DBE-01GFECertificate1.pdf>
- ADDENDUM C** Subcontractor/Sub-Consultant/Supplier Information Sheet (DBE-02)
<http://county.milwaukee.gov/ImageLibrary/Groups/Everyone/CBDP/DBE-02BidderInformation1.pdf>
- ADDENDUM D** Commitment to Contract with DBE (DBE-14)
<http://county.milwaukee.gov/ImageLibrary/Groups/Everyone/CBDP/DBE-14CommitmentToDBE2.pdf>
- ADDENDUM E** DBE Utilization Report (DBE-16)
<http://county.milwaukee.gov/ImageLibrary/Groups/Everyone/CBDP/DBE-16DBEUtilizationReport1.pdf>
- ADDENDUM F** DBE Payment Certification Form (DBE-18)
<http://county.milwaukee.gov/ImageLibrary/Groups/Everyone/CBDP/DBE-18DBEPaymentCertification1.pdf>