

**Milwaukee County**

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



**Request for Proposals  
# 2900-2019**

**Issue Date: 3/25/2019**

**Response Due: 5/10/19**

**Service Period: January 1, 2020-December 31, 2022**

<b>TABLE OF CONTENTS</b>		<u>Page</u>
<b>1.0</b>	<b>RFP APPLICATION</b>	5
<b>2.0</b>	<b>INTRODUCTION AND PURPOSE OF PROPOSAL</b>	6
	2.1 Brief History & Goals	6
	2.2 Purpose of RFP	6
	2.3 Specifications & Requirements	7
	2.4 Incurred Costs	7
	2.5 Contract Period	7
	2.6 RFP Administrator	7
<b>3.0</b>	<b>SCHEDULE OF EVENTS</b>	8
<b>4.0</b>	<b>PROGRAM ELEMENTS</b>	9
	4.1 Pretrial Universal Screening/Release Preparation	9
	4.2 Pretrial and Drug Treatment Court Supervision	10
	4.3 Pretrial Court Reminder Program	11
	4.4 Pretrial GPS Monitoring	11
	4.5 Pretrial Repeat Intoxicated Driver Intervention Program	12
	4.6 Central Liaison Unit (Diversion/Deferred Prosecution Agreements (DPA))	13
	4.7 Treatment Alternatives and Diversion (TAD) Program	13
	4.8 Cognitive Behavioral Programming for CLU, TAD, and DTC Participants	15
	4.9 Drug Testing	15
	4.10 Continuous Remote Alcohol Monitoring	16
	4.11 Trauma Informed Care-Milwaukee County Drug Treatment Court	16
<b>5.0</b>	<b>DESIGN SPECIFICATIONS</b>	17
	5.1 Target Population	17
	5.2 Non-Compliance	17
	5.3 Daily Population	17
	5.4 Staff	17
<b>6.0</b>	<b>VENDOR REQUIREMENTS</b>	17
	6.1 Laws, Codes, Regulations	17
	6.2 Insurance	17
	6.3 Federal Tax Identification Number	19
	6.4 Security	19
	6.5 Independent Contractor	19
	6.6 Non-Discrimination	19
	6.7 Targeted Business Enterprise (TBE) Participation	19
	6.8 Access to Records/Audit/Open Records Law	21
	6.9 Software and Hardware Standards	22
	6.10 Milwaukee County Pretrial Services Information System	23
	6.11 Indemnity	23
	6.12 Code of Ethics	23
<b>7.0</b>	<b>COMPENSATION, BILLING AND PAYMENT</b>	24
	7.1 Contract Payment	24
	7.2 Cost of Administration	24

7.3	Monthly Billings	24
7.4	Space/Other	24
7.5	Modification/Termination/Extension of Contract	24
<b>8.0</b>	<b>REPORTS</b>	<b>25</b>
8.1	Data and Information Requirements	25
<b>9.0</b>	<b>PROPOSAL FORMAT (NARRATIVE)</b>	<b>25</b>
9.1	Mission and Goals	25
9.2	Service Delivery Plan	25
9.3	Staffing Plan	26
9.4	Experience and Administrative Ability	26
9.5	Coordination Activities	27
9.6	Budget Information	27
9.7	Transition and Implementation Plan	28
9.8	Drug Testing Questions	29
9.9	GPS Monitoring Questions	30
9.10	Continuous Remote Alcohol Monitoring Questions	31
9.11	Cognitive Behavioral Programming for CLU, TAD, & MCDTC Participants	31
9.12	Trauma Informed Care for MCDTC Participants	31
9.13	Sample Contract	31
<b>10.0</b>	<b>PROPOSAL SUBMISSION AND EVALUATION</b>	<b>32</b>
10.1	Requirements and Specifications	32
10.2	Errors and Omissions	33
10.3	Expiration of Proposals	33
10.4	Proposal Due Date/Mailing Instructions	33
10.5	Questions	33
10.6	Evaluation Criteria	33
10.7	Right to Negotiate	34
10.8	RFP and Contract	34
<b>ATTACHMENT A</b>	<b>Milwaukee’s Decision Making Framework (DMF)</b>	<b>35</b>
<b>ATTACHMENT B</b>	<b>Level of Service Inventory-Revised: Screener Version Information</b>	<b>36</b>
<b>ATTACHMENT C</b>	<b>U.N.C.O.P.E.</b>	<b>37</b>
<b>ATTACHMENT D</b>	<b>Brief Jail Mental Health Screen</b>	<b>38</b>
<b>ATTACHMENT E</b>	<b>Sample Professional Services Contract</b>	<b>39</b>
<b>ATTACHMENT F</b>	<b>Early Interventions Protocol</b>	<b>48</b>
<b>ATTACHMENT G</b>	<b>CJIS Request for Record</b>	<b>58</b>
<b>ATTACHMENT H</b>	<b>CJIS Security Addendum</b>	<b>59</b>
<b>ATTACHMENT I</b>	<b>CJIS Security Awareness</b>	<b>62</b>

<b>ATTACHMENT J</b>	Milwaukee County Acceptable Use of Information	72
<b>ATTACHMENT K</b>	Milwaukee County Remote Network Access	82
<b>TARGETED BUSINESS ENTERPRISE (TBE) PARTICIPATION</b>		87
<b>ADDENDUM A</b>	Commitment to Contract with TBE	87

**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 Court Reminder Program**
4. \_\_\_\_\_     **Pretrial GPS Monitoring**
5. \_\_\_\_\_     **Pretrial Repeat Intoxicated Driver Intervention Program**
6. \_\_\_\_\_     **Central Liaison Unit (CLU) (Diversion/Deferred Prosecution Agreements (DPA))**
7. \_\_\_\_\_     **Treatment Alternatives and Diversion (TAD) Program**
8. \_\_\_\_\_     **Cognitive Behavioral Programming for CLU, TAD, and Drug Treatment Court Participants**
9. \_\_\_\_\_     **Drug Testing**
10. \_\_\_\_\_    **Continuous Remote Alcohol Monitoring**
11. \_\_\_\_\_    **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 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 Court Reminder 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 Remote 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 2020 funding by the Milwaukee County Board of Supervisors and the Wisconsin Department of Justice. 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 E). The terms of said contracts will be from January 1, 2020-December 31, 2020, January 1, 2021-December 31, 2021 and January 1, 2022-December 31, 2022. These contracts are subject to annual appropriations of the County Board. The County reserves the right to cancel any contract awarded based upon false information.

**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](mailto: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.

**The RFP can be found at: <https://county.milwaukee.gov/EN/Courts/Chief-Judge>**

**SECTION 3.0      SCHEDULE OF EVENTS**

<b><u>EVENT</u></b>	<b><u>DATE</u></b>
<b>RFP Issued</b>	<b>3/25/19</b>
<b>Questions Due</b>	<b>4/3/19</b>
<b>Answer Questions</b>	<b>4/10/19</b>
<b>Deadline for Receipt of Proposals</b>	<b>5/10/19</b>
<b>Evaluation &amp; Selection Process</b>	<b>5/13-24/19</b>
<b>Interviews (if needed)</b>	<b>Week of 5/28/19</b>
<b>Pretrial Services Advisory Board</b>	<b>Week of 6/3/19</b>
<b>Notification of Intent to Award*</b>	<b>6/7/19</b>
<b>Report to Judiciary, Safety, and General Services Committee</b>	<b>TBD</b>
<b>Report to Finance Committee</b>	<b>TBD</b>
<b>Full County Board Vote</b>	<b>TBD</b>
<b>Finalize Contracts As County Board Budget Cycle Permits</b>	<b>TBD</b>

**\*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 <https://ebdmoneless.org/documents/EBDM-Framework-With-Logic-Models-Final.pdf> and <https://ebdmoneless.org/>)

***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.***

<b>4.1    Universal Screening/Release Preparation</b>
---

### **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), and the Brief Jail Mental Health Screen (ATTACHMENT D). 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 complete and accurate criminal history and record checks using the NCIC, Correctional Management System (CMS), 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 results of the PSA and 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 (ePretrial) 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) in the defendant's circumstances that may be relevant to a 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 (ePretrial) that document necessary activity related to program goals, objectives and outcomes.

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 1,500 (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/Out of Custody Screening and eligibility for drug treatment court is determined by the Milwaukee County Early Interventions Protocol (ATTACHMENT F).

#### Staff responsibilities:

- Verify on an ongoing basis, pertinent defendant information and activities.
- Provide supervision in accordance with the results of the PSA/DMF and 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, through eFiling, supervision status (compliance/non-compliance) reports to the courts at every scheduled court hearing.
- Prepare and submit, through eFiling, 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.
- Assess out-of-custody defendants for risk and needs using the PSA/DMF.

- Maintain complete, accurate and verified records in the Milwaukee County Pretrial Services Information System (ePretrial) that document necessary activity related to program goals, objectives and outcomes.

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 4.9.**

#### **4.3 Pretrial Court Reminder Program**

Provide voice call court reminders to defendants placed on Level 1 and Level 2 supervision. Calls will be made 3 days prior to and the day of all scheduled court events. There were approximately 3,164 defendants enrolled in these two levels of supervision in 2018.

Staff responsibilities:

- Contact defendant 3 days prior to all court hearings and the day of scheduled court hearings
- Discuss transportation, child care, work and other items that may be a barrier to the defendant getting to court
- Reinforce the importance of appearing for court
- Document that contact was made
- Update contact information if necessary
- Maintain complete, accurate and verified records in the Milwaukee County Pretrial Services Information System (ePretrial) that document necessary activity related to program goals, objectives and outcomes.

Desired program outcomes: 1) Improve the court appearance rate from 79% to 90% and; 2) improve procedural justice.

#### **4.4 Pretrial GPS Monitoring**

Provide electronic monitoring for approximately 90 (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 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, through eFiling, supervision status (compliance/non-compliance) reports to the courts at every scheduled court hearing.
- Prepare and submit, through eFiling, 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.
- Maintain complete, accurate and verified records in the Milwaukee County Pretrial Services Information System (ePretrial) that document necessary activity related to program goals, objectives and outcomes.

**NOTE: Selected service provider must be willing and able to interface their data system with ePretrial.**

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 4.9.**

#### **4.5 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.

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 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, through eFiling, supervision status (compliance/non-compliance) reports to the court at every scheduled court hearing.
- Prepare and submit, through eFiling, 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.
- Maintain complete, accurate and verified records in the Milwaukee County Pretrial Services Information System (ePretrial) that document necessary activity related to program goals, objectives and outcomes.

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 remote alcohol monitoring services for this program will be provided by the successful bidder for services outlined in Sections 4.9 and 4.10.**

#### **4.6 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 F).

##### 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, through eFiling (if applicable), supervision status (compliance/non-compliance) reports for staffing meetings/review.
- Prepare and submit, through eFiling (if applicable), non-compliance reports in accordance with an agreed upon protocol between the vendor, appropriate parties and court.
- Ensure that releasing authority is notified of defendant's supervision status.
- Maintain complete, accurate and verified records in the Milwaukee County Pretrial Services Information System (ePretrial) that document necessary activity related to program goals, objectives and outcomes.

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 4.9.**

#### **4.7 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 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, deferred prosecution agreement and court order.
- 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, through eFiling (if applicable), supervision status (compliance/non-compliance) reports to the court at every scheduled court hearing/review.
- Prepare and submit, through eFiling (if applicable), 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.
- Maintain complete, accurate and verified records in the Milwaukee County Pretrial Services Information System (ePretrial) that document necessary activity related to program goals, objectives and outcomes.

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 4.9.**

#### **4.8 Cognitive Behavioral Programming for the Central Liaison Unit, TAD and DTC Participants**

Provide cognitive behavioral programming (ex.: Thinking for a Change) to eligible early intervention programs: 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 – ePretrial 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.
- Attend participant staffing meetings.

##### Program Responsibilities:

- Coordinate and conduct cognitive behavioral programming group sessions and provide individual sessions to program participants with fidelity to the selection curriculum.
- Prepare required program activity and outcome reports.

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.

#### **4.9 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 ePretrial.
- Clinical Laboratory Improvement Amendments (CLIA) certified required.

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 enter test results directly into ePretrial.**

#### **4.10 Continuous Remote Alcohol Monitoring**

This program will provide continuous remote alcohol monitoring for defendants ordered to the Repeat Intoxicated Driver Intervention Program and Drug Treatment Court participants.

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 enter compliance information directly into ePretrial.**

#### **4.11 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 - ePretrial 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**

Every contractor and all parties furnishing services or product to County or any of its subsidiary companies must provide County with evidence of the following minimum insurance requirements. In no way do these minimum requirements limit the liability assumed elsewhere in the contract. All parties shall, at their sole expense, maintain the following insurance:

- A. Commercial General Liability Insurance including contractual coverage: The limits of this insurance for bodily injury and property damage Combined shall be at least:

Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products – Completed Operations Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000

B. Business Automobile Liability Insurance:

Should the performance of this Agreement involve the use of automobiles, Contractor shall provide comprehensive automobile insurance covering the ownership, operation and maintenance of all owned, non-owned and hired motor vehicles. Contractor shall maintain limits of at least \$1,000,000 per accident for bodily injury and property damage combined.

C. Workers’ Compensation Insurance:

Such insurance shall provide coverage in amounts not less than the statutory requirements in the state where the work is performed, even if such coverages are elective in that state.

D. Employers Liability Insurance:

Such insurance shall provide limits of not less than \$500,000 policy limit.

E. Excess/Umbrella Liability Insurance

Such insurance shall provide additional limits of not less than \$5,000,000 per occurrence in excess of the limits in (A.), (B.), and (D.) above.

Additional Requirements:

F. Contractor shall require the same minimum insurance requirements, as listed above, of all its contractors, and subcontractors, and these contractors, and subcontractors shall also comply with the additional requirements listed below.

G. The insurance specified in (A.), (B.), and (E.) above shall: (a) name County including its directors, officers, employees and agents as additional insureds by endorsement to the policies, and, (b) provide that such insurance is primary coverage with respect to all insureds and additional insureds.

H. The above insurance coverages may be obtained through any combination of primary and excess or umbrella liability insurance. County may require higher limits or other types of insurance coverage(s) as necessary and appropriate under the applicable purchase order.

I. Except where prohibited by law, all insurance policies shall contain provisions that the insurance companies waive the rights of recovery or subrogation, by endorsement to the insurance policies, against County, its subsidiaries, its agents, servants, invitees, employees, co-lessees, co-venturers, affiliated companies, contractors, subcontractors, and their insurers.

J. Contractor shall provide certificates evidencing the coverages, limits and provisions specified above on or before the execution of the Agreement and thereafter upon the renewal of any of the policies. Contractor shall require all insurers to provide County with a thirty (30) day advanced written notice of any cancellation, nonrenewal or

material change in any of the policies maintained in accordance with this Agreement. Coverage must be placed with carriers with an A. M. Best rating of A- or better.

**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 Targeted Business Enterprise (TBE) Participation**

**I. GENERAL**

Contractor shall comply with Chapter 42 of the Milwaukee County Ordinances. Contractor shall prepare and submit TBE-14 commitment form for each TBE company and reports TBE utilization to the Community Business Development Partners (CBDP) Office via B2G Now online payment program. B2G Now is Milwaukee County's online system available to both Prime and Sub contractors at no charge. B2G Now training is available through CBDP. Failure to submit the TBE-14 form and submit payment information as prescribed herein, will result in disqualification of proposal or bid, delay in payments, or other sanctions deemed appropriate by the County.

**The total project contract amount is an estimate. In some situations the TBE sub-contract amount may NOT be based on the total project contract amount. The goal percentage is based on the eligible scope of services that TBE participation can reasonably be obtained; which may not be based on the total project contract amount. The commitment percentage is the key indicator of TBE participation. The Pass/Fail determination is based on the percentage stated in the RFP/BID. If the Prime is using one or multiple TBE companies, the sum of the percentages MUST satisfy the minimum percentage stated in the RFP/BID.**

When evaluating the performance of this contract, Milwaukee County reserves the right to conduct compliance reviews and request, both from the prime Contractor and TBE sub-consultant(s), documentation that would indicate level of compliance. If the Contractor is not in compliance with the specifications, the County will notify the Contractor in writing of the corrective action that will bring the Contractor into compliance. If the Contractor 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 Contractor from the list of qualified consultant/service providers and refuse to accept future proposals for a period not to exceed three 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 TBE goal, where the failure to meet the goal is the result of a finding by the CBDP of consultant/service provider's bad faith.
- d. If the Contractor 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, the parties agree that the proper measure of damages for such non-compliance shall be the dollar amount of the unmet portion of the TBE 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 the unmet goal.

**Definition of a TBE business:** A TBE business is a for profit entity as a Disadvantaged, Minority, Women or Small Business Enterprise; Eligible firms must be certified or registered with the following:

- DBE certified by the WisUCP
- MBE certified as a Minority Owned Business with the State of Wisconsin DOA
- WBE certified as a Women Owned Business with the State of Wisconsin DOA
- SBE registered (By Federal Size Standards, NAICS and registered in SAM)
- SBE certified by Milwaukee County

## **II. TBE PARTICIPATION GOAL**

- A. The approved TBE participation percentage for this contract is: **17 %**. TBE participation requirement relative to contract award shall be based upon the approved Milwaukee County Commitment to Subcontract to TBE Firms (TBE-14) form. Contractors receiving additional work on the contract in the form of change orders, addendum, etc. shall be expected to increase TBE participation proportionally, when applicable.
- B. For a list of certified TBEs, access the appropriate directory below. If you need additional assistance in the identification of TBEs, contact the Community Business

Development Partners (CBDP) Office prior to the RFP/BID submittal at (414) 278-4747 or [cbdp@milwaukeecountywi.gov](mailto:cbdp@milwaukeecountywi.gov).

DBE certified directory

<http://wisconsin.gov/Pages/doing-bus/civil-rights/dbe/certified-firms.aspx>

Minority or Women certified directory

<https://wisdp.wi.gov/Search.aspx>

SBA SAM Registry

<https://www.sam.gov/portal/SAM#1#1#1>

- C. A prime Contractor shall count towards the TBE requirement and be credited with one hundred percent (100%) of expenditures to TBE firms, if all of the identified scope of work has a commercially useful function in the actual work of the contract and is performed directly by the listed certified TBE firm. The CBDP Office will be responsible for the determination and evaluation of whether or not the firm is performing a commercially useful function on this project.
- D. Listing a TBE on the Commitment to Subcontract to TBE Firms form or Plan shall constitute a written representation and commitment that the prime Contractor has communicated and negotiated directly with the TBE firms(s) listed, and that it will use the listed firm(s). If awarded the contract, the prime contractor will enter into a subcontract agreement with the TBE firm(s) listed on the Commitment to Subcontract to TBE Firms form for the work and percentage set forth thereon. The percentage and subcontractor's amount is based on the final negotiated project contract value; as described in paragraph 2.
- E. TBE Utilization using B2G Now Online Payment System. The Prime Contractor must submit TBE contractors payment information on the Milwaukee County's online payment system; B2G Now. Payment information must be submitted (may be zero), even if no TBE activity took place during the period being reported. The County Project Manager will reject payment applications that are not in compliance with this section.

#### **6.8 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.

The Contractor, Lessee, or other party to the contract, its officers, directors, agents, partners and employees shall allow the County Audit Services Division and department contract administrators (collectively referred to as Designated Personnel) and any other party the Designated Personnel may name, with or without notice, to audit, examine and

make copies of any and all records of the Contractor, Lessee, or other party to the contract, related to the terms and performance of the Contract for a period of up to three years following the date of last payment, the end date of this contract, or activity under this contract, whichever is later. Any subcontractors or other parties performing work on this Contract will be bound by the same terms and responsibilities as the Contractor. All subcontracts or other agreements for work performed on this Contract will include written notice that the subcontractors or other parties understand and will comply with the terms and responsibilities. The Contractor, Lessee, or other party to the contract, and any subcontractors understand and will abide by the requirements of Section 34.09 and Section 34.095 of the Milwaukee County Code of General Ordinances.

## **6.9 Software and Hardware Standards**

The vendor, as part of the contract, shall purchase, install and maintain all IT hardware (PC's, routers, switches, printers, etc.) necessary to satisfy proposed service specifications and requirements. Vendor shall be responsible for providing hardware and software support during the duration of this contract. Vendor will be allowed to re-use any existing network cabling and data jacks that currently exist but will be responsible for the costs to add, update or move any network cables or jacks. Any new cabling or jacks installed by the vendor will become property of Milwaukee county.

All 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 10, Microsoft Office Suite, Internet Explorer 11 or higher, 3) Cisco Systems, Inc. routers and, 4) Networkable printers, 5) Antivirus software and firewall that receives automatic security updates.

The vendor shall be responsible for establishing and maintaining Internet access through an Internet service provider, independent of the county.

Milwaukee County shall provide access to phone jacks that are currently connected to the county phone PBX. Vendor will be charged an upfront one-time license fee of \$35 and \$170 (\$205 total) for a standard county phone for each required phone extension. Vendor will be responsible for any additional wiring costs if new phone lines are requested.

Milwaukee County approval shall be required for connecting any computer equipment to the existing county network and for the connection of any wireless routers or access points to the network. This would be necessary to access the County JMS system.

Personnel may bring laptop and tablet computers or cellphones into the facilities only upon the prior approval of the Milwaukee County. Such devices shall be subject to inspection and Personnel shall adhere to all Milwaukee County policies regarding the use of cell phones, laptops and desktop computers.

Vendor as well as any direct or indirect staff that have physical or logical access to the Pretrial System or related hardware or network, must adhere to FBI CJIS Security Policy, which includes fingerprint based background checks and signed security awareness and security addendum documents. The county reserves the right to refuse physical or logical system access to any staff member or contractor that does not pass security clearance. Vendor as well as all staff and contractors must review and sign Milwaukee County's

Acceptable Use of Information Technology Directive for Vendors and Milwaukee County's Remote Network Access Directive for Vendors (ATTACHMENTS G-K). Goal is to ensure compliance to CJIS Security Policy as well as county IT Standards.

**6.10 Milwaukee County Pretrial Services Information System (ePretrial)**

All programs described in this RFP must utilize the Milwaukee County Pretrial Services Information System (ePretrial), a web-based application, to record and deposit all required data, supervision, documents, and case management activity. Training on ePretrial will be provided by IMSD and JOM.

**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 remote 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 15<sup>th</sup> 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, Criminal Justice Facility, or other suitable location.

### 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.

Milwaukee County reserves the right to cancel any contract awarded based upon false information.

## **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 ePretrial, 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, Continuous Remote Alcohol Monitoring, Cognitive Behavioral Therapy and Trauma Informed Care proposals require responses to questions indicated in respective sections 9.8-9.12.

### **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 eFiled 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 the 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 and show the basis for the computation.

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. Vendor must provide justification for use of cell phones and the basis for the cost computation.

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 2018, there were 14,953 drug tests conducted in the pretrial service programs. Approximately 26% (3,977) of the tests were positive. Of the 3,977 positive tests, 34% were for THC only.

- 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 and where 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 and cutoff levels 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 the length of time between specimen collection, testing and entry of results into ePretrial.
- 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 1,400 samples. Include the cost per test and method of confirmation.
- H. Provide a cost to include regular testing for Benzodiazepines for all Drug Treatment Court participants, who test multiple times a week (approximately 126 participants a year).
- I. Please attach verification of any relevant professional certification and/or membership.
- J. 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 Continuous Remote 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		

**9.11 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.

**9.12 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 Sample Contract**

Attachment E 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/boxes. In addition, the entire proposal shall be submitted in MS-Word format on a flash drive. All proposals must be time-stamped as accepted by Milwaukee County by the stated deadline for submission.

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

- a. If submitting a proposal for the following program(s) include the following in the Cost Proposal:
  - i. Drug Testing:
    1. Sections: 9.8.F; 9.8.G; 9.8.H
  - ii. GPS Monitoring:
    1. Sections: 9.9.C
  - iii. Continuous Remote Alcohol Monitoring:
    1. Section: 9.10.F
3. Independent Financial Audit Report or Board of Directors Approved Financial Statement
4. Targeted Business Enterprise Participation – TBE-14

**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, 2019.

**10.4 Proposals must be received no later than 3:00 p.m. (CST) on Friday May 10, 2019 in the office of the:**

**Milwaukee County Clerk  
Milwaukee County Courthouse-Room 105  
901 N. 9<sup>th</sup> 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 # 2900-2019 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](mailto: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 April 3, 2019**

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 <https://county.milwaukee.gov/EN/Courts/Chief-Judge>. 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
- TBE/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 Pretrial Decision Making Framework  
Version 3 (11/9/2016)

	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	No	1x/month	Every other week	No	No
Supervised Conditions	No	No	As Authorized	As Authorized	As Authorized	As Authorized
Court Date Reminder	Yes	Yes	Yes	Yes	Yes	Yes
Criminal History/CJIS	No	No	Yes	Yes	Yes	Yes

### Authorized Conditions

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 felony non-OWI offense, is subject to DMF Step 2 OR scored Level 5 Supervision and charged with a violent offense 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](http://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](http://www.evinceassessment.com) Tel: 828-454-9960 [evinceassessment@aol.com](mailto: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](http://www.evinceassessment.com/UNCOPE_for_web.pdf) for additional detail as to scoring, interpretation, etc.

# ATTACHMENT D

## BRIEF JAIL MENTAL HEALTH SCREEN

### Section 1

Name: _____ <small>First MI Last</small>	Detainee #: _____	Date: ___/___/_____	Time: _____ AM PM
---	-------------------	---------------------	----------------------

### Section 2

Questions	No	Yes	General Comments
1. Do you <i>currently</i> believe that someone can control your mind by putting thoughts into your head or taking thoughts out of your head?			
2. Do you <i>currently</i> feel that other people know your thoughts and can read your mind?			
3. Have you <i>currently</i> lost or gained as much as two pounds a week for several weeks without even trying?			
4. Have you or your family or friends noticed that you are <i>currently</i> much more active than you usually are?			
5. Do you <i>currently</i> feel like you have to talk or move more slowly than you usually do?			
6. Have there <i>currently</i> been a few weeks when you felt like you were useless or sinful?			
7. Are you <i>currently</i> taking any medication prescribed for you by a physician for any emotional or mental health problems?			
8. Have you <i>ever</i> been in a hospital for emotional or mental health problems?			

### Section 3 (Optional)

Officer's Comments/Impressions (check <i>all</i> that apply):		
<input type="checkbox"/> Language barrier	<input type="checkbox"/> Under the influence of drugs/alcohol	<input type="checkbox"/> Non-cooperative
<input type="checkbox"/> Difficulty understanding questions	<input type="checkbox"/> Other, specify: _____	

### Referral Instructions: This detainee should be referred for further mental health evaluation if he/she answered:

- YES to item 7; OR
- YES to item 8; OR
- YES to at least 2 of items 1 through 6; OR
- If you feel it is necessary for any other reason

Not Referred

Referred on \_\_\_/\_\_\_/\_\_\_\_\_ to \_\_\_\_\_

Person completing screen \_\_\_\_\_

INSTRUCTIONS ON REVERSE

©2005 Policy Research Associates, Inc.

# ATTACHMENT E

*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 2019 budget on \_\_\_\_\_, File No. \_\_\_\_\_, 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 the **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:

## **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.

## **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.

**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. Staffing**

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

The scope and nature of services provided under this contract may be changed at the discretion of the Chief Judge or her designee as long as such changes can be made within the existing budget of the program. The Chief Judge or her designee, in consultation with the Contractor, may make changes to programming or services requiring additional staff resources, provided additional funding is obtained.

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 her designee within 60 days of acceptance of this contract.

**PROGRAM OUTCOMES**

(Insert expected program outcomes, measurement and evaluation plan)

**DURATION OF CONTRACT**

The contract period shall be from January 1, 2019 through December 31, 2019. This contract and any contract extension are contingent upon provision of annual funding by the Milwaukee County Board of Supervisors.

## **COMPENSATION, BILLING AND PAYMENT**

Contractor shall be compensated for work performed in general accordance with the applicable rules, procedures and regulations of Milwaukee County. **Total direct compensation to the Contractor shall not exceed \$\_\_\_\_\_.** Compensation is contingent on Milwaukee County making available funding for provision of these services. Administrative costs may not exceed 12% of the total direct costs for the program(s).

Contractor shall be paid based on actual expenses incurred as supported by submission of a monthly invoice.

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. The Chief Judge reserves the right to approve all program budgets and only expenses included in said approved budget(s) may be paid. 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 her designee with monthly billings that will include:

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

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

## **REPORTS**

Accountability will be ensured through regular reporting of program activities and outcomes to the Office of the Chief Judge.

Vendor shall insure continual input of all data necessary for creation of performance measure and outcome reports into the Milwaukee County Pretrial Services Information System.

**Annually produce a 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 1<sup>st</sup> of the succeeding year.

## **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.

## **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 - CMS (CJIS-CMS).

## **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.

## **GENERAL CONDITIONS**

### **A. Access to Records/Audit & Open Records Law**

1. 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.
2. The Contractor, Lessee, or other party to the contract, its officers, directors, agents, partners and employees shall allow the County Audit Services Division and department contract administrators (collectively referred to as Designated Personnel) and any other party the Designated Personnel may name, with or without notice, to audit, examine and make copies of

any and all records of the Contractor, Lessee, or other party to the contract, related to the terms and performance of the Contract for a period of up to three years following the date of last payment, the end date of this contract, or activity under this contract, whichever is later. Any subcontractors or other parties performing work on this Contract will be bound by the same terms and responsibilities as the Contractor. All subcontracts or other agreements for work performed on this Contract will include written notice that the subcontractors or other parties understand and will comply with the terms and responsibilities. The Contractor, Lessee, or other party to the contract, and any subcontractors understand and will abide by the requirements of Section 34.09 and Section 34.095 of the Milwaukee County Code of General Ordinances.

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

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<sup>\*</sup>) firms on all USDOT and Milwaukee County funded professional service contracts. In accordance with this Milwaukee County policy and US DOT 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](http://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.

---

\* 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.

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.

**J. Multi-Year Contracts**

Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause- (1) The County is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted by the County to this contract; and (2) The Contractor is not obligated to continue performance under this contract or otherwise incur costs in excess of the amount allotted to this contract. Subsequent year's funding will be determined and approved through the annual budget process.

IN WITNESS WHEREOF,

VENDOR and MILWAUKEE COUNTY HAVE EXECUTED THIS CONTRACT EFFECTIVE JANUARY 1, 2019.

---

Approved for Execution by Corporation  
Counsel

Reviewed by Risk Manager

---

Date

Chief Judge on behalf of Milwaukee  
County

---

---

Date

Reviewed by CDBP

---

---

Date

*Approved as to funds available per Wisconsin  
Statutes Section 59.255(2)(e)*

---

Scott B. Manske

---

---

Date

---

Date

Vendor

---

---

Date

Milwaukee County Executive

---

Chris Abele

---

---

Date

*Pursuant to Wisconsin Statutes Section  
59.42(2)(b)5*

---

Corporation Counsel

---

---

Date

# ATTACHMENT F

## Milwaukee County Early Intervention Programs Protocol

---

**Milwaukee County** offers the opportunity for some defendants, under appropriate circumstances, to participate in one of several early intervention programs.<sup>1</sup> 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.).

Research demonstrates that the delivery of swift services and interventions<sup>2</sup>, commensurate with the possibility that an individual will continue criminal behavior (“level of re-offense risk”)<sup>3</sup> and the presence of risk factors that are indicators of criminal behavior (“criminogenic needs”)<sup>4</sup>—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 community<sup>5</sup>.

The Milwaukee County Early Intervention Program is based upon these important research findings. The goal of this program 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.

**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 below<sup>6</sup> 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 4<sup>th</sup>, 5<sup>th</sup> or 6<sup>th</sup> amendment claims<sup>7</sup>, meet specific program expectations<sup>8</sup> 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.

---

<sup>1</sup> 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 complete Milwaukee County Early Intervention Program and the various options available in the County.

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

<sup>3</sup> 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

<sup>4</sup> Andrews, 2007; Andrews et al., 1990.

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

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

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

<sup>8</sup> See Pages 8-9 later in this document.

**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 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 below<sup>9</sup>, the opportunity to have their judgment of conviction deferred for their provable charge, which is not subject to legitimate 4<sup>th</sup>, 5<sup>th</sup> or 6<sup>th</sup> amendment claims<sup>10</sup>, until such time as the individual has successfully demonstrated their ability to lead a pro-social, law abiding life.<sup>11</sup> 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.

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 Diversion and DPA 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.

**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.<sup>12</sup> Defendants who are on Department of Corrections supervision who would otherwise meet the eligibility criteria shall be considered on a case by case basis for a DPA in conjunction with consultation with their DOC Agent and a formal or informal Alternative to Revocation.

**Pretrial Diversion and Post Charge Deferred Prosecution Agreements: Charges Resulting in Exclusion**

---

<sup>9</sup> See Charges Resulting in Exclusion, pages 3-4 of this document.

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

<sup>11</sup> 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.

<sup>12</sup> 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.

- Operating While Intoxicated: Individuals charged with any Operating While Intoxicated Offense are ineligible.<sup>13</sup>
- Residential burglary: Individuals charged with residential burglary are ineligible (unless the victim consents to diversion).
- Firearms charges: Firearm offenses are ineligible.
- History of Firearms: Individuals with a history of felony firearm charges will generally be ineligible unless approved by the District Attorney. However, a person with a history of a misdemeanor firearms cases in their past will be evaluated on a case by cases basis by the prosecutor handling the case.
- 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 exist, unless approved by a Deputy District Attorney:<sup>14</sup>
  - 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

---

<sup>13</sup> Veterans with an any Operating While Intoxicated misdemeanor 2<sup>nd</sup>, 3<sup>rd</sup> or 4<sup>th</sup> offense may be determined to be eligible for a Deferred Sentencing or Enhanced Probation Agreements as outline on pages 6-8.

<sup>12</sup> Individuals in possession of prescription drugs (other than marijuana) 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.

- 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

### *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: Eligibility<sup>15</sup>**

- Score between 24 and 40<sup>16</sup> 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
- Age 18 or older

---

<sup>15</sup> The eligibility requirements for defendants to be sentenced to the DRC are identical to those for Diversion and 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 MCSD.

<sup>16</sup> An individual with a score of 24-33 on the LSI-R is considered moderate risk with a 48.1% chance of recidivating; and 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.

- Be charged with a felony offense or determined to be a chronic, habitual misdemeanant.
- Determined to be AODA dependent, as determined by a series of assessments, including the ASI/ASAM.<sup>17</sup>
- 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, dangerous weapons, firearms offenses 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, unless approved by the District Attorney.

***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 Program. 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 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.<sup>18</sup> Consequently, this places Veterans at greater risk for related

<sup>17</sup> Additional assessments may be used for defendants who are part of the Veterans Treatment Initiative, see pages 6-8.

<sup>18</sup> 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.

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 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.

***Enhanced Probation Agreements.*** 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 track<sup>19</sup>. 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.

---

<sup>19</sup> 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.

# ***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.
- 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 or 9 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, unless a different result is stipulated to by the defendant and the parties to the Agreement.
- 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.

## References

---

Andrews, D.A. (2007). Principles of effective correctional programs. In L.L. Motiuk & R.C. Serin (Eds.), *Compendium 2000 on Effective Correctional Programming*. Ottawa, Canada: Correctional Service of Canada.

Andrews, D.A. & Bonta, J. (2007). *Risk-Need-Responsivity Model for Offender Assessment and Rehabilitation (2007-06)*. Ottawa, Canada: Public Safety Canada.

Andrews, D. A. & Bonta, J. (1998). *The Psychology of Criminal Conduct (2<sup>nd</sup> ed.)*. Cincinnati, OH: Anderson.

Andrews, D.A., Bonta, J., & Wormith, J.S. (2006). The Recent Past and Near Future of Risk and/or Need Assessment. *Crime & Delinquency*, 52(1): 7-27.

Andrews, D. A., & Dowden, C. (2007). The risk-need-responsivity model of assessment in human service and prevention and corrections crime prevention jurisprudence. *Canadian Journal of Criminology and Criminal Justice*, 49(4), 439-464.

Andrews, D. A., Dowden, C., & Gendreau, P. (1999). *Clinically relevant and psychologically informed approaches to reduced reoffending: A meta-analytic study of human service, risk, need, responsivity, and other concerns in justice contexts*. Unpublished manuscript. Ottawa, ON: Carleton University.

Andrews, D. A., Zinger, I., Hoge, R. D., Bonta, J., Gendreau, P., & Cullen, F. T. (1990). Does correctional treatment work? A clinically relevant and psychologically informed meta-analysis. *Criminology*, 28, 369-404.

Aos, S., Miller, M., & Drake, E. (2006). *Evidence-based public policy options to reduce future prison construction, criminal justice costs, and crime rates*. Olympia, WA: Washington State Institute for Public Policy.

Aos, S. & Drake, E. (2010). WSIPP's Benefit-Cost Tool for States: Examining Policy Options in Sentencing and Corrections. Olympia, WA: Washington State Institute for Public Policy.

- Bonta, J. (2007). Offender assessment: General issues and considerations. In L. L. Motiuk and R. C. Serin (Eds.), *Compendium 2000 on effective correctional programming*. Ottawa, ON: Correctional Service Canada. Retrieved from: <http://www.csc-scc.gc.ca/text/rsrch/compendium/2000/index-eng.shtml>
- Burdon, W.M., Roll, J.M., Prendergast, M.L., & Rawson, R.A. (2001). Drug courts and contingency management. *Journal of Drug Issues*, 31: 73–90.
- Dayan, P. & Abbott, L.F. (2001). *Theoretical Neuroscience: Computational and Mathematical Modeling of Neural Systems*. Cambridge, MA: MIT Press.
- Dowden, C. (1998). *A meta-analytic examination of the risk, need and responsivity principles and their Importance within the rehabilitation debate*. Unpublished master's thesis. Ottawa, ON: Carleton University, Department of Psychology.
- Gendreau, P., Goggin, C., & Little, T. (1996). *Predicting adult offender recidivism: What works!* (1996-07). Ottawa, ON: Solicitor General of Canada.
- Griffith, J.D., Rowan-Szal, G.A., Roark, R.R., & Simpson, D.D. (2000). Contingency Management in Outpatient Methadone Treatment: A Meta-analysis. *Drug and Alcohol Dependence*, 58: 55-66.
- Higgins, H., & Silverman, K. (1999). *Motivating behavior change among illicit-drug abusers: Research on contingency management interventions*. Washington, DC: American Psychological Association.
- Johnson, K.D., Austin, J. & Davies, G. (2002). *Banking Low-Risk Offenders: Is it a Good Investment?* Washington, DC: The George Washington University, The Institute on Crime Justice and Corrections.
- Lipsey, M.W., & Cullen, F. T. (2007). The effectiveness of correctional rehabilitation: A review of systematic reviews. *Annual Review of Law and Social Science*, 3, 297–320.
- Marlowe, D.B., & Kirby, K.C. (1999). Effective Use of Sanctions in Drug Courts: Lessons from Behavioral Research. *National Drug Court Institute Review*, II (1): 11-xxix.
- Murphy, J.G., Vuchinich, R.E., & Simpson, C.A. (2001). Delayed Reward and Cost Discounting. *The Psychological Record*, 51: 571-588.
- Pew Center on the States (2009). *One in 31: The Long Reach of American Corrections*. Washington, DC: The Pew Charitable Trusts.
- Rhine, E. (1993). *Reclaiming Offender Accountability: Intermediate Sanctions for Probation and Parole Violators*. Laurel, MD: American Correctional Association.

# ATTACHMENT G

## Request for Record Check

Milwaukee County Office of the Sheriff Authorization to Conduct Fingerprint Based Background Check  
for FBI CJIS Security Compliance

Date: \_\_\_\_\_ Attention: \_\_\_\_\_ Requesting Agency \_\_\_\_\_

The employee\contractor identified below will have physical or logical access to devices that store, process or transmit CJJ Data. In order to comply with CJIS security policy, said employee\contractor must consent to a fingerprint based background check that will be conducted by the Milwaukee County Sheriff's Office. On this basis, a fingerprint based background check is being requested for a criminal record check and authorization To ensure the identified individual meets the CJIS Security Requirements. The individual's signature below authorizes the Sheriff's Office to perform a fingerprint based background check for the purpose of meeting CJIS Security Requirements.

**Signature:** \_\_\_\_\_ Date: \_\_\_\_\_

I authorize the Sheriff's Office to perform a fingerprint based background check

All employees or agents of the agency are subject to screening by the Sheriff's Office. Screening may include but not limited to reference check, criminal conviction check and active warrant checks. The arrest and/or charging with criminal act, including misdemeanors may result in such staff being barred from all physical and logical access to systems or areas where CJJ related data resides.

### Employee\Contractor Information (print)

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ Middle Initial: \_\_\_\_\_

Maiden Name: \_\_\_\_\_ DOB: \_\_\_\_\_ Sex: \_\_\_\_\_ Race: \_\_\_\_\_

Eyes: \_\_\_\_\_ Height: \_\_\_\_\_ Weight: \_\_\_\_\_ Hair: \_\_\_\_\_

Aliases Used: \_\_\_\_\_

Driver's License Number: \_\_\_\_\_ State: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Position/ Title: \_\_\_\_\_

Work Location: \_\_\_\_\_ Immediate Supervisor: \_\_\_\_\_

Ever lived in another state? Yes No If yes, please list: \_\_\_\_\_

---

### For MCSO Staff

Request: Approved: \_\_\_\_\_ Denied: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

If denied, Please give reason: \_\_\_\_\_

Criminal Record: No Yes \_\_\_\_\_ Misdemeanor \_\_\_\_\_ Felony \_\_\_\_\_ Both

\*\*Please return this form to:

Deputy Chris Brendemuehl

Records & Identification – CJF – Ground Floor

# ATTACHMENT H

Milwaukee County – Security Addendum

## Milwaukee County CJIS Security Addendum

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor).

Adequate security is defined in Office of Management and Budget Circular A-130 as "security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information."

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, network security, data security, communications security, and other technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

### 1. Definitions

1.1 Contracting Government Agency (CGA) - the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.2 Contractor - a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

### 2 Responsibilities of the Contracting Government Agency.

2.1 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes. The acknowledgement may be signed by hand or via digital signature (for definition of 'digital

## Milwaukee County – Security Addendum

signature', see Appendix A: Terms & Definitions in the CJIS Security Policy v5-6-20170605).

- 3 Responsibilities of the Contractor.
  - 3.1 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed and all subsequent versions), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).
- 4 Security Violations.
  - 4.1 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.
  - 4.2 Security violations can justify termination of the appended agreement.
  - 4.3 Upon notification, the FBI reserves the right to:
    - a. Investigate or decline to investigate any report of unauthorized use;
    - b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CGA and Contractor. Upon termination, the Contractor's records containing CHRI must be securely deleted or returned to the CGA.
- 5 Audit
  - 5.1 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.
- 6 Scope and Authority
  - 6.1 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.
  - 6.2 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.
  - 6.3 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.
  - 6.4 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.
  - 6.5 All notices and correspondence shall be forwarded by First Class mail to:  
Information Security Officer

Milwaukee County – Security Addendum

Criminal Justice Information Services Division, FBI  
1000 Custer Hollow Road  
Clarksburg, West Virginia 26306

CERTIFICATION

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

\_\_\_\_\_  
Printed Name/Signature of Contractor Employee

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Printed Name/Signature of Contractor Representative

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Organization and Title of Contractor Representative

# ATTACHMENT I



## **WISCONSIN TIME SYSTEM**

**Training Materials**

---

## **TIME SYSTEM SECURITY AWARENESS HANDOUT**

---

Revised 1/1/2011  
(2011 Security Awareness Handout.doc)

# **SYSTEM SECURITY**

Data service agencies have agreed to make information available to law enforcement and criminal justice via the TIME and NCIC Systems for the specific purpose of facilitating the administration of criminal justice. This information must be protected to ensure correct, legal and efficient dissemination and use. Any misuse of this information or violation of the understandings and policies of the system jeopardizes the availability of information for all participating agencies. The systems and the information contained therein must be protected from possible physical, natural and hardware vulnerabilities. The FBI's CJIS Security Policy establishes minimum information security requirements, guidelines, and agreements reflecting the will of law enforcement and criminal justice agencies for protecting the sources, transmission, storage, and generation of criminal justice information. The TIME System has adopted the CJIS Security Policy as the TIME System security policy.

## **System Usage**

Users should use the terminal only for those purposes for which they are authorized. The TIME System and CIB/NCIC information is only to be used by authorized law enforcement/criminal justice personnel for law enforcement/criminal justice purposes. Each criminal justice agency authorized to access the TIME/NCIC Systems shall have a written policy for discipline of policy violators. Individuals and agencies are subject to system sanctions for policy violations. Misuse of the TIME System or information obtained from it may be a violation of state or federal laws, and individuals and agencies may be subject to criminal/other penalties.

Any individual authorized to use the TIME System who receives a request for TIME System information from another individual must ensure the person requesting the information is authorized to receive the data. Each data service has its own rules for secondary dissemination of records, which may include requirements for logging, identification of the purpose of the request, and identification of the specific individual receiving the record. Most records may be legitimately disseminated to another criminal justice employee/agency when the purpose of the request is criminal justice related.

Records obtained via the TIME/NCIC systems must be stored in a secure records environment, inaccessible to the public. All records must be properly disposed of by shredding, incineration, degaussing, or another appropriate secure method. Rediscovery of an existing TIME System response contained within a file of the criminal justice agency, when that file is subject to a public records request, must comply with redisclosure restrictions for data sources, the Wisconsin Public Records Law, and other applicable law.

An FBI authorized Originating Agency Identifier (ORI) shall be used in each transaction to identify the agency / user making the request to ensure the proper level of access for each transaction.

## **Physical Access**

Agencies must control physical access to devices that display criminal justice information and shall position information system devices in such a way as to prevent unauthorized individuals from accessing and viewing criminal justice information.

A physically secure location is a criminal justice facility, area, room, group of rooms within a criminal justice agency, or that are under the control of a criminal justice agency through a signed management control/security addendum agreement.

TIME System terminals in police vehicles must be protected with additional security such as advanced authentication and FIPS 140-2 compliant encryption. A police vehicle is defined as an *enclosed* criminal justice conveyance. So while a squad car would meet this definition, a patrol motorcycle would not.

Agencies must control all physical access points (except for those areas within the permanent facility officially designated as publicly accessible) and shall verify individual access authorizations before granting access. The agency shall develop and keep current a list of personnel with authorized access to the physically secure location or shall issue credentials to authorized personnel.

Utilizing publicly accessible computers to access, process, store or transmit criminal justice information is prohibited. Publicly accessible computers include but are not limited to: hotel business center computers, convention center computers, public library computers, public kiosk computers, etc.

## **Visitors**

Agencies must control physical access by authenticating visitors before authorizing escorted access to the physically secure location. The agency shall escort visitors at all times and monitor visitor activity. The agency must maintain visitor access records to the physically secure location that include name and agency of the visitor, signature of the visitor, form of identification, date of access, time of entry and departure, name and agency of person visited and visit purpose. These visitor access records should be frequently reviewed for accuracy and completeness, and the visitor access records shall be maintained for a minimum of one year.

System users should be aware of their surroundings and take steps to ensure unauthorized users do not access criminal justice information or the TIME/NCIC Systems. This may include challenging or questioning unescorted subjects, verifying credentials of strangers, and/or ensuring visitors and other unauthorized users are not 'shoulder surfing' (shoulder surfing refers to using direct observation techniques, such as looking over someone's shoulder, to get information). Numerous techniques and tools exist to help ensure the security of data. These may include the use of screensavers, screen shields, terminal location and positioning, etc. Each agency and user accessing the system is responsible for ensuring the security of the system and criminal justice information.

### **Authorized Users/Logins**

Thorough background screening by the employing agency of personnel is required. State and national criminal history record checks by fingerprint identification must be conducted within 30 days upon initial employment or assignment for all personnel who have authorized access to FBI CJIS Systems or data and those who have direct responsibility to configure and maintain computer systems and networks with direct access to FBI CJIS Systems. The minimum check must include submission of completed applicant fingerprint cards to the FBI CJIS Division and the CIB through the state identification bureau. CIB and NCIC Wanted Person Files must also be checked. Sworn personnel who have been fingerprinted and certified by the law enforcement standards board already meet this requirement. Background re-investigations are recommended every 5 years as good business practice.

When identification of the applicant or employee has been established by fingerprint comparison and he/she appears to be a wanted person or to have an arrest history for a felony or serious misdemeanor, the employing agency must delay granting NCIC access until the matter is reviewed by the CJIS Systems Officer (CSO) or designee. If a felony conviction of any kind exists, the hiring authority in the agency shall deny systems access. However, the hiring authority may ask for a review by the CSO in extenuating circumstances where the severity of the offense and the time that has passed would support a possible variance. Other offenses may be disqualifying at the discretion of the agency or the CSO. (Note: A denial of NCIC access may not be sufficient grounds for denial of employment. Agencies must consider the provisions of Chapter 111, Wisconsin Statutes, relating to employment discrimination). If the person already has access to CJIS systems and is subsequently arrested and or convicted, continued access to CJIS shall be determined by the CSO.

Each individual who is authorized to store, process, and/or transmit criminal justice information shall be uniquely identified. A unique identification shall also be required for all persons who administer and maintain the system(s) that access criminal justice information or networks leveraged for criminal justice information transit. The unique identification can take the form of a full name, badge number, serial number, or other unique alphanumeric identifier. Agencies shall require users to identify themselves uniquely before the user is allowed to perform any actions on the system. Agencies shall ensure that all user IDs belong to currently authorized users. Identification data shall be kept current by adding new users and disabling and/or deleting former users.

Where technically feasible, the system shall enforce a limit of no more than 5 consecutive invalid access attempts by a user attempting to access criminal justice information or systems with access to criminal justice information. The system will automatically lock the account for at least a 10 minute period unless released by an administrator.

The information system shall initiate a session lock after a maximum of 30 minutes of inactivity, and the session lock remains in effect until the user reestablishes access using appropriate identification and authentication procedures. Users can directly initiate session lock mechanisms to prevent inadvertent viewing when a device is unattended. A session lock is not a substitute for logging out of the information system. In the interest of officer safety, devices that are: (1) part of a police vehicle; or (2) used to perform dispatch

functions and located within a physically secure location, are exempt from this requirement. Note: an example of a session lock is a screen saver with password.

By logging in to and accessing the system and the information contained therein, users are signifying their agreement to abide by all system policies and procedures and acknowledging the possible consequences of misuse of system resources or criminal justice information.

### **Passwords**

Passwords used to access criminal justice information systems must have secure password attributes. Passwords must be a minimum length of 8 characters, must not be a dictionary word or proper name, cannot be the same as the userid. Passwords must expire within a maximum of every 90 calendar days and cannot be identical to the previous ten (10) passwords. Passwords cannot be displayed on screen when entered, and must not be transmitted in the clear outside the secure location.

System users should be aware of subjects attempting to obtain computer system access or password/login information by using 'social engineering'. Social engineering is the act of manipulating people into performing actions or divulging confidential information, rather than by breaking in or using technical hacking techniques. This may include emails from unknown sources, email attachments containing spyware programs, telephone callers purporting to be from another authorized agency, etc. When in doubt, system users should verify the source or identity behind the email, telephone call, etc. before potentially misusing system resources or providing criminal justice information to unauthorized subjects.

### **Information Storage & Disposal**

The agency shall securely store physical media/system printouts within physically secure locations or controlled areas. The agency shall restrict access to physical media to authorized individuals. During transport out side of controlled areas, the agency shall protect and control physical media and restrict the transport of such media to authorized personnel.

Physical media shall be securely disposed of when no longer needed. Formal procedures for the secure disposal or destruction of physical media shall minimize the risk of sensitive information compromise by unauthorized individuals. Physical media shall be destroyed by shredding, incineration, etc. Agencies shall ensure the disposal or destruction is witnessed or carried out by authorized personnel.

## **Incident Response**

There has been an increase in the number of accidental or malicious computer attacks against both government and private agencies, regardless of whether the systems are high or low profile. Agencies shall: (i) establish an operational incident handling capability for agency information systems that includes adequate preparation, detection, analysis, containment, recovery, and user response activities; (ii) track, document, and report incidents to appropriate agency officials and/or authorities. The agency shall monitor physical access to the information system to detect and respond to physical security incidents.

The agency shall promptly report incident information to the Crime Information Bureau. Information security events and weaknesses associated with information systems shall be communicated in a manner allowing timely corrective action to be taken. Formal event reporting and escalation procedures shall be in place. Wherever feasible, the agency shall employ automated mechanisms to assist in the reporting of security incidents. All employees, contractors and third party users shall be made aware of the procedures for reporting the different types of event and weakness that might have an impact on the security of agency assets and are required to report any information security events and weaknesses as quickly as possible to the designated point of contact.

## **Controlling Hardware/Electronic Media**

The agency shall authorize and control information system-related devices entering and exiting the physically secure location. In addition, the agency shall control physical access to information system distribution and transmission lines within the physically secure location.

The agency shall securely store hardware/electronic media within physically secure locations or controlled areas. The agency shall restrict access to electronic media to authorized individuals. The agency shall protect and control electronic media during transport outside of controlled areas and restrict the transport of such media to authorized personnel.

Prior to disposal or release for reuse of electronic media, the agency shall sanitize or degauss the electronic media. Inoperable electronic media shall be destroyed (cut up, shredded, etc.). The agency shall maintain written documentation of the steps taken to sanitize or destroy electronic media. Agencies shall ensure the sanitization or destruction is witnessed or carried out by authorized personnel.

### **Virus/Spam/Spyware & Malicious Code Protection**

The agency shall implement malicious code protection that includes automatic updates for all systems with Internet access. Agencies with systems not connected to the Internet shall implement local procedures to ensure malicious code protection is kept current (i.e. most recent update available). The agency shall employ virus protection mechanisms to detect and eradicate malicious code (e.g., viruses, worms, Trojan horses) at critical points throughout the network and on all workstations, servers and mobile computing devices on the network. The agency shall ensure malicious code protection is enabled on all of the aforementioned critical points and information systems and resident scanning is employed.

The agency shall implement spam and spyware protection. The agency shall employ spam protection mechanisms at critical information system entry points (e.g., firewalls, electronic mail servers, remote-access servers), shall employ spyware protection at workstations, servers or mobile computing devices on the network, and use the spam and spyware protection mechanism to detect and take appropriate action on unsolicited messages and spyware/adware, respectively, transported by electronic mail, electronic mail attachments, Internet access, removable media (e.g., diskettes or compact disks) or other removable media.

The agency shall identify applications, services, and information systems containing software or components affected by recently announced software flaws and potential vulnerabilities resulting from those flaws.

### **Controlling Access to System**

The agency shall manage information system accounts (establishing, activating, modifying, reviewing, disabling, and removing accounts). The agency shall validate information system accounts at least annually and shall document the validation.

The agency shall approve individual access privileges and shall enforce physical and logical access restrictions associated with changes to the information system; and generate, retain, and review records reflecting all such changes. The agency shall assign the most restrictive set of rights/privileges or access needed by users for the performance of specific tasks. The agency shall implement least privilege based on specific duties, operations, or information systems as necessary to mitigate risk to criminal justice information. Logs of access privilege changes shall be maintained for a minimum of one year or at least equal to the agency's record retention policy – whichever is greater.

Access controls must be in place and operational for all IT systems to: prevent multiple concurrent active sessions for one user identification, for those application accessing criminal justice information, unless the agency grants authority based upon operational business needs. Agencies shall document the parameters of the operational business needs for multiple concurrent active sessions. Access controls must also ensure only authorized personnel can add, change, or remove component devices, dial-up connections and remove or alter programs.

Agencies shall control access to criminal justice information based on one or more of the following: job assignment or function, physical location, logical location, network addresses, time-of-day and day-of-week/month.

Access controls shall use one or more of the following: Access Control Lists (ACLs), resource restrictions (i.e. menus, database views and network devices), encryption, or controlling access at the application level.

### **Technical Considerations**

Each agency having access to CJIS data through their own network must designate someone as Local Agency Security Officer (LASO). The LASO is responsible for identifying who is using the CJIS Systems Agency (CSA) approved hardware/software/firmware and ensure that no unauthorized individuals or processes have access to the same. The LASO must identify and document how the equipment is connected to the state system. The LASO is responsible for ensuring that personnel security screening procedures are being followed, and ensuring the approved and appropriate security measures are in place and working as expected. The LASO is also responsible for supporting policy compliance and ensuring that the CSA / Information Security Officer (ISO) is promptly informed of security incidents.

The agency shall ensure that a complete topological drawing depicting the interconnectivity of the agency network to criminal justice information systems and services is maintained in a current status. The network topological drawing must at least include the following:

- All communication paths, circuits and other components used for the interconnection, beginning with the agency owned system(s) and traversing through all interconnected systems to the agency end-point.
- The logical location of all components (e.g. firewalls, routers, switches, hubs, servers, encryption devices, and computer workstations). Individual workstations (clients) do not have to be shown; the number of clients is sufficient.
- "FOR OFFICIAL USE ONLY" markings.
- The agency's name and date (day, month, and year) drawing was created or updated.

Advanced authentication provides for additional security to the typical user identification and authentication of login ID and password, such as: biometric systems, user-based public key infrastructure (PKI), smart cards, software tokens, hardware tokens, paper (inert) tokens, or "Risk-based Authentication" that includes a software token element comprised of a number of factors, such as network information, user information, positive device identification (i.e. device forensics, user pattern analysis and user binding), user profiling, and high-risk challenge/response questions. The requirement to use or not use

advanced authentication is dependent upon the physical, personnel and technical security controls associated with the user location.

When criminal justice information is transmitted outside the boundary of the physically secure location, the data shall be immediately protected via cryptographic mechanisms (encryption). Encryption shall be a minimum of 128 bit. When encryption is employed, the cryptographic module used shall be certified to meet FIPS 140-2 standards. For agencies using public key infrastructure technology, the agency shall develop and implement a certificate policy and certification practice statement for the issuance of public key certificates used in the information system. Registration to receive a public key certificate shall include authorization by a supervisor or a responsible official, be accomplished by a secure process that verifies the identity of the certificate holder, and ensure the certificate is issued to the intended party.

A personal firewall shall be employed on all devices that are mobile by design (i.e. laptops, handhelds, personal digital assistants, etc.). For the purpose of this policy, a personal firewall is an application that controls network traffic to and from a computer, permitting or denying communications based on policy. At a minimum, the personal firewall must manage program access to the Internet, block unsolicited requests to connect to the PC, and filter Incoming traffic by IP address or protocol. In addition, the personal firewall must filter incoming traffic by destination ports and maintain an IP traffic log.

The network infrastructure shall control the flow of information between interconnected systems. Information flow control regulates where information is allowed to travel within an information system and between information systems (as opposed to who is allowed to access the information) and without explicit regard to subsequent accesses to that information. In other words, controlling how data moves from one place to the next in a secure manner. Examples of controls are preventing criminal justice information from being transmitted unencrypted across a public network, blocking outside traffic that claims to be from within the agency, and not passing any web requests to the public network that are not from the internal web proxy.

Agencies employing data backup and storage procedures must consider the requirements for secure storage of electronic media and hardware containing criminal justice information, and ensure that such backup procedures, archiving, and storage, whether centralized or de-centralized (off site) meet the security requirements outlined here and in the CJIS Security Policy.

## **TIME System Security Awareness Certification Statement**

I certify that I have read and understand the contents of the TIME System Security Awareness handout and agree to follow all TIME/CJIS Systems requirements regarding the proper access to, use of, storage, and disposal of TIME/CJIS System information.

I understand that the criminal justice information made available via the TIME/CJIS Systems is sensitive and has potential for great harm if misused, therefore access to this information is limited to authorized personnel. I understand that misuse of the TIME/CJIS systems or information received from these systems may subject me to system sanctions/penalties and may also be a violation of state or federal laws, subjecting me to criminal and/or other penalties. Misuse of the TIME/CJIS Systems includes accessing the systems without authorization or exceeding my authorized access level, accessing the systems for an improper purpose, using or disseminating information received from the systems for a non-work related or non-criminal justice purpose, etc.

Your signature: \_\_\_\_\_

Print your name: \_\_\_\_\_

Agency name: \_\_\_\_\_

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

# ATTACHMENT J



## Information Management Services Division

Department of Administrative Services

### EXHIBIT A

Title: Administrative Directive on Acceptable Use for Vendors Issue Date: 05/01/18  
 Approval: Chief Information Officer Supersedes: 05/23/17

<p><b>Definitions:</b></p>	<ul style="list-style-type: none"> <li>• <b>County:</b> Milwaukee County Government</li> <li>• <b>Directive:</b> This Administrative Directive on Acceptable Use for Vendors</li> <li>• <b>Information System:</b> Hardware, Software, Data, Networks, Portable Devices and any other County data processing infrastructure, equipment, technology, components, information or material of any sort.                         <ul style="list-style-type: none"> <li>○ <b>Hardware:</b> Physical data processing components, goods or equipment of any sort owned or controlled by the County. Hardware includes Portable Devices.</li> <li>○ <b>Software:</b> Data processing programs on or associated with Hardware, irrespective of where software resides or executes.</li> <li>○ <b>Data:</b> Information, communication, material or graphics of any sort stored or transmitted electronically via the Information System.</li> <li>○ <b>Networks</b> – Connecting systems that allow the Information System to communicate. This includes wireless networks.</li> <li>○ <b>Portable Devices</b> – County portable Hardware, including cellphones, tablets and laptops.</li> </ul> </li> <li>• <b>Vendor:</b> a party in the supply chain that provides goods and services to the County; a third party or independent business partner</li> <li>• <b>User:</b> Any person using Information System, including a Vendor employee, consultant, contractor, and agent who is authorized to use County InformationSystem</li> <li>• <b>IMSD Service Desk:</b> Information Management Services Division                          Contact the Service Desk regarding requests, incidents, and approvals.                          Email <a href="mailto:imsdhelp@milwaukeecountywi.gov">imsdhelp@milwaukeecountywi.gov</a>                          Phone 414-278-7888</li> </ul>
<p><b>Purpose:</b></p>	<p>This Directive sets out acceptable uses of the County’s Information System for <b>Vendors and Vendor-specific Users.</b></p>



**Information Management Services Division**  
 Department of Administrative Services

<p><b>IMSD Principles:</b></p>	<p>Everything on the Information System, whether job-related or personal, belongs to the County. The County is the sole owner of the Information System and all Data.</p> <p>The Information System is owned and controlled by the County and is provided to further the efficient operation of the County's business. The Information System is not provided for inappropriate uses or for the personal convenience of Users.</p> <p>Users have no expectation of privacy when using the County Information System. The County Information System is subject to search at any time by the County or its agents, without notice to or permission of Users.</p> <p>All Data, whether or not "personal," is subject to the County's monitoring, review, deletion or collection at any time, without notice or permission, to ensure compliance with this Directive, to comply with law enforcement requests, to complete an investigation, to defend the County in legal proceedings, to comply with open records requests or for any other reason consistent with the law. This includes documents, emails, texts, instant messages, graphics, photos or any other items.</p>
<p><b>Accountability and Enforcement:</b></p>	<p>All Vendors will be required to acknowledge and sign this Directive. Vendors may sign collectively for all Users under their management and oversight. Vendors must use due diligence to ensure these Users who are providing County support or services are trained in and are continuously compliant with this Directive.</p> <p>Failure to comply with this Directive will constitute action outside the scope of the Vendor's County engagement or obligations and may result in denial of access to the Information System. Failure to comply may also result in County actions up to and including termination of the Vendor's engagement. Federal law may also apply when the crime is committed on a computer or communications device that communicates to another device outside of the state.</p>



**Information Management Services Division**  
Department of Administrative Services

<p>User Procedures and Conduct:</p>	<p><b>1. The Information System</b></p> <p><b>a. Access</b></p> <ul style="list-style-type: none"><li><i>i.</i> Only authorized Users may use the County Information System, and only through their own usernames, passwords and other means made available by the County.</li><li><i>ii.</i> Users must not knowingly share or allow the use of usernames and passwords with anyone, whether or not another User.</li><li><i>iii.</i> Users may access, use or share Data only to the extent authorized and necessary to fulfill assigned job duties.</li><li><i>iv.</i> Users are accountable for all work, transactions and communications under their usernames and passwords.</li><li><i>v.</i> Users are expressly prohibited from pursuing unauthorized access to restricted areas of the Information System and from accessing or trying to access, copy, alter or delete the Data of any other User without authorization.</li><li><i>vi.</i> Users requiring job access to material or sites otherwise prohibited under this Directive may submit a specific written request, approved by management, to IMSD for consideration.</li></ul> <p><b>b. Inappropriate Activity</b></p> <ul style="list-style-type: none"><li><i>i.</i> Users are expressly prohibited from accessing, displaying, downloading or distributing any Data or material of any sort that could be deemed pornographic, racist, sexist, defamatory, discriminatory, harassing or otherwise offensive or in violation of County policies, resolutions or ordinances, state or federal law, or any other applicable law</li><li><i>ii.</i> Users are expressly prohibited from using the County Information System to attempt to probe, scan, disable, overload or breach the security or authentication measures of any system or Network, either internally or externally.</li><li><i>iii.</i> Users are expressly prohibited from knowingly introducing or propagating any computer virus or other harmful feature in the Information System. Users must use extreme caution when clicking on links or opening e-mail attachments received from unknown senders, which may contain malicious content. A User who becomes aware of a virus or other harmful feature must immediately disconnect from all Networks, cease using the Information System and immediately report the discovery to the IMSD Service Desk (see Definitions section).</li></ul>
-------------------------------------	--



**Information Management Services Division**  
Department of Administrative Services

	<p><b>c. Software</b></p> <ul style="list-style-type: none"><li><i>i.</i> Only Software owned, licensed or authorized by the County may be installed or used on the Information System. Users are expressly prohibited from installing or attempting to install unauthorized Software.</li><li><i>ii.</i> Users must not download Software from the Internet unless specifically authorized to do so by IMSD. Users must not download or distribute pirated Software or Data.</li></ul> <p><b>d. Data and Physical Security</b></p> <ul style="list-style-type: none"><li><i>i.</i> Users must store all County-related Data in County designated storage locations where it can be backed up. No personal, non-County Data is to be stored on the Information System nor should the Information System be used to collect, store, transmit or transfer any type of personal data and information.</li><li><i>ii.</i> Any theft, loss or unauthorized disclosure of Data must be reported immediately to the IMSD Service Desk (see Definitions section).</li><li><i>iii.</i> Any Data or material, including personal material, that is stored on the Information System is not private and is subject to County access and disclosure at any time, including to comply with law enforcement requests, to complete an investigation, or to defend the County in legal proceedings.</li><li><i>iv.</i> Users must take adequate steps to protect the physical security of the Information System by ensuring Portable Devices are securely stored when not in use and workstations are locked when left unattended. Any theft or loss of Hardware must be reported immediately to the IMSD Service Desk (see Definitions section).</li><li><i>v.</i> Users must preserve all Data required to be retained under applicable law, resolution or policy. This includes emails, texts and, where possible, instant messaging where applicable.</li><li><i>vi.</i> Users who maintain "isolated" Data such as safe combinations, alarm codes, domain name registry passwords, administrative passwords, off-site storage access codes, etc., must contact the IMSD Service Desk (see Definitions section) to ensure that duplicate copies of the information are securely maintained.</li></ul>
--	--



**Information Management Services Division**  
Department of Administrative Services

	<ul style="list-style-type: none"><li>e. <b>Portable or mobile Hardware</b><ul style="list-style-type: none"><li>i. Users who have been issued County Portable Hardware (such as BlackBerrys, smartphones, tablets, or network access devices) or access the County Information System remotely through any other personally owned Hardware that is approved by IMSD must ensure they are protected with a password or a passcode, and must secure the equipment when left unattended.</li><li>ii. The theft or loss of any County- or personally-owned portable or mobile Hardware (such as BlackBerrys, smartphones, or tablets) that accesses the County Information System remotely must be reported immediately to IMSD Service Desk (see Definitions section).</li><li>iii. Users using County Portable Hardware must comply with applicable laws and ordinances restricting mobile device usage while driving.</li><li>iv. Users are not allowed to use mobile devices while operating a vehicle even where it is legal to do so.</li></ul></li><li>2. <b>Email and Texting, Instant Messaging, Social Media and Internet</b><ul style="list-style-type: none"><li>a. <b>General</b><ul style="list-style-type: none"><li>i. Users must not send sensitive or confidential Data over the Internet or via email without adequate protection securing the Data. Examples include credit card numbers, telephone calling card numbers, fixed passwords, health information or customer account numbers which relate to personal identification information or personal health information.</li><li>ii. The Information System, including email, texting, etc., is not to be used to convey non-work-related information other than described in the section on <i>Incidental Personal Use</i>.</li></ul></li></ul></li></ul>
--	--



**Information Management Services Division**  
Department of Administrative Services

	<p><b>b. Email and Texting</b></p> <ul style="list-style-type: none"><li><i>i.</i> Users must take particular care when using email or texting as a means of communication because, although often informal in nature, email communications may be subject to production in a legal action or Public Records request.</li><li><i>ii.</i> Users must not knowingly distribute or forward hoax virus warnings, chain letters, jokes, political commentaries, or similar unsolicited email or texts of any kind.</li><li><i>iii.</i> Users must not access any other User's email or texts without explicit authorization from that User (e.g. through Outlook delegates) or proper management permission.</li><li><i>iv.</i> Users must not send any email or text purporting to come from another User without explicit authorization from that User (e.g., through Outlook delegates).</li><li><i>v.</i> Due to their disruptive effect, system-wide or "all user" messages or blasts are prohibited, except as part of the County's authorized emergency response efforts. Please note the County intranet may provide a suitable location for information of interest to all employees.</li></ul> <p><b>c. Instant Messaging</b></p> <ul style="list-style-type: none"><li><i>i.</i> Users may access approved instant messaging services only for informal business communication similar to a quick phone call or quick in-person verbal communication, unless the content of the messages is subject to an instruction to preserve records and electronically stored information.</li><li><i>ii.</i> Users may not send or receive file attachments via instant messaging services.</li><li><i>iii.</i> Users must communicate only with known and trusted correspondents via instant messaging</li><li><i>iv.</i> Instant messages should not be used to transfer or record any substantive government information, because instant messages are not normally stored or saved.</li></ul>
--	--



**Information Management Services Division**  
Department of Administrative Services

	<p><b>3. Internet and Intranet</b></p> <p><b>a. Business Internet Access</b></p> <ul style="list-style-type: none"><li><i>i.</i> When visiting an Internet site, information identifying a User's PC may be logged (i.e. cookies, temp files). Therefore, Users must assume they are identified as County employees or contractors and act appropriately at all times.</li><li><i>ii.</i> Users must not access websites, blogs, discussion forums, chat rooms or other locations that are inappropriate or have any content that could be construed as defamatory, harassing or otherwise offensive (e.g. pornography, bullying) or in violation of County policies.</li><li><i>iii.</i> Users must always exercise caution when using a County e-mail address to join networking sites. While such use may be appropriate as part of job duties for some (e.g. LinkedIn), for others this may not be the case.</li><li><i>iv.</i> Users accessing a web site must comply with its terms and conditions. Users may not infringe copyrights or other protections.</li><li><i>v.</i> Users may not use the Information System to download, play or store personal photographs, music or video files (e.g. MP3, MP4) due to capacity, copyright and legal issues. <b>Personal photographs, music and video files will be deleted from County servers when found.</b> Users may not stream video or audio (e.g., Internet radio, Pandora, sports video) whose content is not directly related to the business of Milwaukee County Government.</li><li><i>vi.</i> The County routinely blocks access to Internet sites that are deemed to be inappropriate or to pose an information security threat to the County. Access is prohibited. Any attempts to access blocked Internet sites are monitored and recorded. Persistent attempts to access blocked sites may result in discipline or removal from Vendor engagement.</li><li><i>vii.</i> The County may monitor and disclose User's Internet activity to ensure compliance with this Directive or for any other purpose permitted or required by law.</li></ul> <p><b>b. Social Media or Networking Sites</b></p> <ul style="list-style-type: none"><li><i>i.</i> Users must be mindful of, and clear about, the capacity in which they are participating. Only authorized County spokespersons</li></ul>
--	--



**Information Management Services Division**  
Department of Administrative Services

	<p>should make statements on social media sites on behalf of the County.</p> <ul style="list-style-type: none"><li><i>ii.</i> Social media or networking sites may be accessed only as needed for the User's job. Personal use of social media on the Information System is prohibited.</li><li><i>iii.</i> Interactions on social media or networking sites must comply with all County policies.</li></ul> <p><b>4. Incidental Personal Use</b></p> <ul style="list-style-type: none"><li><i>i.</i> Incidental Personal Use of the Information System consists of <u>occasional, brief</u> use of the Information System (including email or Internet) for <u>short, routine, non-sensitive, non-confidential</u> communications. For illustration, this might include: an email to check on a child's arrival home from school, an email to meet someone for lunch, a <u>quick</u> check of the Internet for weather or news.</li><li><i>ii.</i> Incidental Personal Use is permitted. This use is at the absolute discretion of the County and no User may expect or claim such personal use as a right or expect such use to be private. Excessive use or other abuse may result in discipline or termination.</li><li><i>iii.</i> Incidental Personal Use is not allowed if it interferes with the performance of the User's duties, exposes the County to expense or liability, or is unlawful for the County.</li></ul> <p><b>5. Prohibited Uses</b></p> <p>In addition to prohibited activity set out elsewhere, the following are also expressly <u>prohibited</u>:</p> <ul style="list-style-type: none"><li><i>i.</i> Users are prohibited from using the Information System for solicitations for outside organizations, political or religious causes, or with the operation or management of any business other than that of the County.</li><li><i>ii.</i> Users are prohibited from using the Information System for personal <u>online shopping, personal online sales, or other online transactions</u>. Users <u>may</u> use the Information System for occasional, <u>brief</u> access of online services such as online banking, using the User's personal email and account information.</li><li><i>iii.</i> Users are strictly prohibited from using County email addresses for non-County business. For example, a County email address may <u>not</u> be used for personal online shopping or financial transactions, personal blog or bulletin board memberships, personal email alerts</li></ul>
--	--



**Information Management Services Division**  
 Department of Administrative Services

	<p>from merchants or teams, etc., or as part of a payment such as PayPal.</p> <ul style="list-style-type: none"> <li><i>iv.</i> A County email address may <u>not</u> be used as a User's personal address for: Facebook, social media, Twitter or similar services, online subscriptions, game systems, online gaming or gambling, couponing, or contests and sweepstakes.</li> <li><i>v.</i> Use of the Information System for gambling of any sort (including "social" gambling or office pools), games of chance or games of skill, online video games, lotteries, or sweepstakes is strictly prohibited.</li> <li><i>vi.</i> Personal, offensive or inappropriate use of webcams, video conferencing equipment, recording devices or microphones is prohibited.</li> </ul>
<p><b>Reporting Violations:</b></p>	<p>Users are required to report violations, or suspected violations of the Acceptable Use directives. Violations may expose the County to a host of legal and information security risks. Activities that should immediately be reported to the IMSD Service Desk include, but are not limited to:</p> <ul style="list-style-type: none"> <li>o Attempts to circumvent established computer security systems;</li> <li>o use or suspected use of virus, Trojan horse hacker programs or any other intrusive program;</li> <li>o obtaining or trying to obtain another User's password;</li> <li>o using the computer to make harassing or defamatory comments or to violate Milwaukee County's Harassment Policy or Milwaukee County Civil Service Rules;</li> <li>o illegal conduct of any kind.</li> </ul> <p>Reported violations will be investigated. Failure to adhere to this reporting policy may result in discipline, up to and including discharge.</p> <p>Users who, in good faith, report violations or suspected violations will be protected from retaliation. However, Users who falsely accuse another of violations without a good faith basis for such accusation are also subject to discipline, up to and including removal from Vendor engagement.</p>
<p><b>Contact:</b></p>	<p>IMSD Service Desk at <a href="mailto:imsdhelp@milwaukeecountywi.gov">imsdhelp@milwaukeecountywi.gov</a> or call 414-278-7888</p>



**Information Management Services Division**  
Department of Administrative Services

**MILWAUKEE COUNTY**  
**ADMINISTRATIVE DIRECTIVE ON ACCEPTABLE USE FOR VENDORS**

**VENDOR STATEMENT**

\_\_\_\_\_ (Vendor name) acknowledges to be in receipt of the Milwaukee County Administrative Directive on Acceptable Use for Vendors, and that this Directive applies to all Vendor employees, consultants, contractors, and agents who will be part of the Milwaukee County engagement. Violations of these obligations to adhere to this Directive may result in Milwaukee County taking action that will deny Vendor accessor rights to any of Milwaukee County's technology resources. Progressive steps of corrective action may include termination of the Milwaukee County engagement.

My signature on this Directive shows that I have read and received a copy of this directive from the Milwaukee County representative.

\* \* \*

\_\_\_\_\_  
Signature of Company representative

\_\_\_\_\_  
Printed name of Company representative

\_\_\_\_\_  
Date

# ATTACHMENT K



## Information Management Services Division

Department of Administrative Services

### EXHIBIT A

Title: Administrative Directive on Remote Network Access for Vendors Issue Date: 05/01/2018

Approval: Chief Information Officer Supersedes: 05/23/2017

<b>Definitions:</b>	<ul style="list-style-type: none"><li>• <b>County:</b> Milwaukee County Government</li><li>• <b>Directive:</b> This Administrative Directive on Remote Network Access for Vendors</li><li>• <b>Information System:</b> Hardware, Software, Data, Networks, Portable Devices and any other County data processing infrastructure, equipment, technology, components, information or material of any sort.<ul style="list-style-type: none"><li>• <b>Hardware:</b> Physical data processing components, goods or equipment of any sort owned or controlled by the County. Hardware includes Portable Devices.</li><li>• <b>Software:</b> Data processing programs on or associated with Hardware, irrespective of where software resides or executes.</li><li>• <b>Data:</b> Information, communication, material or graphics of any sort stored or transmitted electronically via the Information System.</li><li>• <b>Networks –</b> Connecting systems that allow the Information System to communicate. This includes wireless networks.</li><li>• <b>Portable Devices –</b> County portable Hardware, including cellphones, tablets and laptops.</li></ul></li><li>• <b>Remote Access:</b> a secure connection to the County network in order to access resources that are not otherwise publicly available, from a computer that is not directly connected to the Milwaukee County network.</li><li>• <b>Vendor:</b> a party in the supply chain that provides goods and services to the County; a third party or independent business partner</li><li>• <b>User:</b> Any person using Information System, including a Vendor employee, consultant, contractor, and agent who is authorized to use County Information System</li><li>• <b>IMSD Service Desk:</b> Information Management Services Division Contact the Service Desk regarding requests, incidents, and approvals. Email <a href="mailto:imsdhelp@milwaukeecountywi.gov">imsdhelp@milwaukeecountywi.gov</a> Phone 414-278-7888</li></ul>
---------------------	--



**Information Management Services Division**  
Department of Administrative Services

<p><b>Purpose:</b></p>	<p>Directive defining the Vendor requirements for remote access to County networks and systems from outside networks, computers, and agencies, when not using Microsoft Direct Access. Microsoft Direct Access is a technology that is used to provide a transparent tunnel to the County network for IMSD managed computing devices, and is the County standard solution for remote access.</p> <p>Access to publicly available web services is not considered "remote access" for the purposes of this directive.</p>
<p><b>Requesting Remote Access:</b></p>	<p>All remote access must be justified by a business need. Requests that do not clearly specify the business need will be rejected. Remote access is granted on a least-privilege basis. That means that a valid request must also include the exact County resources that the requestor needs remote access to. Access will be granted to these resources only, and all change requests must go through the same procedure.</p> <p>A request for remote access must be sent to the IMSD Service Desk and must include the following information for each individual person who will need access:</p> <ol style="list-style-type: none"><li>1. Name,</li><li>2. email address,</li><li>3. contact phone number,</li><li>4. company or agency,</li><li>5. County resources to be accessed remotely,</li><li>6. contract expiration date (if this need is based on a support or other contract with a defined end date).</li></ol> <p>Each request will be reviewed by IMSD business analysts to validate the business need, and ensure that the collected information is complete and accurate. After this review is complete, and the business analyst approves the request, the IMSD Service Desk will send the County remote access agreement to be signed by all requestors. This will be placed on file prior to user accounts being created.</p>



**Information Management Services Division**  
Department of Administrative Services

<p><b>Security Requirements:</b></p>	<p>All user accounts for non-County users requesting remote access will be configured to be disabled at all times, unless an approved business need exists. When a User requires remote access for any purpose, they will need to contact the IMSD Service Desk (see Definitions section) and provide the reason they are accessing the network. This will be reviewed, and if valid, the user account will be enabled for the appropriate amount of time based on the need.</p> <p>In cases where an approved business need exists for the account to be kept enabled, an expiration date will still be applied for no more than a one year duration. After each year the account shall be reviewed to ensure that the business need is still valid, and contact information is still accurate.</p> <p>A virus protection product must be installed on all remote devices running Microsoft Windows as the operating system. This product must be receiving virus definition updates at an interval no longer than every day.</p> <p>Split tunneling (allowing access to the County network and to the remote user's local network simultaneously) will be disabled for all remote users unless an approved business need exists. Convenience in more efficiently accessing documents or data on the remote network is not an approved business need for the purposes of this section.</p> <p>All remote user accounts will be configured for password expiration.</p> <p>Remote Users are not permitted to share their login credentials, nor write them down or keep them in an electronic file in any unencrypted form.</p> <p>Remote Users are required to notify the IMSD Service Desk (see Definitions section) immediately when leaving their company or agency, changing roles that no longer requires remote access, contract expiration, loss or theft of a device that has been configured for remote access to the County network, or suspected loss or theft of user credentials and passwords. Vendors should also notify the IMSD Service Desk of any employee changes.</p>
--------------------------------------	---



**Information Management Services Division**  
 Department of Administrative Services

<p><b>Web or Client Based Remote Access Tools:</b></p>	<p>Web or client based remote access tools (examples: LogMeIn, Team viewer, GoToMyPC) are not allowed to be used on the Milwaukee County network without express written permission from IMSD. Permission will generally be granted for isolated, vendor-supported systems. Permission will generally be denied for general Milwaukee County PCs. To apply for permission to use a web or client based remote access tool please submit your request and business need to the IMSD Service Desk.</p>
<p><b>Change Management:</b></p>	<p>Milwaukee County enforces a change management process for all IMSD managed systems. Any change to production environments requires approval by this process prior to proceeding. Users are responsible for following this process when connecting to Milwaukee County systems. If a User is unfamiliar with this process, the User should work with the IMSD business analyst for the department for which they are working, prior to making any changes to systems. If the IMSD business analyst is not known, please contact the IMSD Service Desk (see Definitions section).</p> <p>All exceptions made to the user account disabled rule will require the remote access requestor to read, understand, and comply with on the Milwaukee County change management process.</p>
<p><b>Approved Business Need:</b></p>	<p>All exceptions to this directive, or any subsections that require an “approved business need”, will be approved by the following process: 1) exception submitted to IMSD business analyst for the requesting department/division; 2) if business analyst agrees, request will then be submitted to Connectivity manager and reviewed; 3) if manager agrees, request will be submitted to CTO for final approval.</p>
<p><b>Contact:</b></p>	<p>IMSD Service Desk at <a href="mailto:imsdhelp@milwaukeecountywi.gov">imsdhelp@milwaukeecountywi.gov</a> or call 414-278-7888. Urgent requests or security incidents should be reported via phone call for the fastest response.</p>



**Information Management Services Division**  
Department of Administrative Services

**MILWAUKEE COUNTY**  
**ADMINISTRATIVE DIRECTIVE ON REMOTE NETWORK ACCESS FOR VENDORS**

**VENDOR STATEMENT**

\_\_\_\_\_ (Vendor name) acknowledges to be in receipt of the Milwaukee County Remote Network Access Directive for Vendors, and that this Directive applies to all Vendor employees, consultants, contractors, and agents who will be part of the Milwaukee County engagement. Violations of these obligations to adhere to this Directive may result in Milwaukee County taking action that will deny Vendor accessor rights to any of Milwaukee County's technology resources. Progressive steps of corrective action may include termination of the Milwaukee County engagement.

My signature on this Directive shows that I have read and received a copy of this directive from the Milwaukee County representative.

\* \* \*

\_\_\_\_\_  
Signature of Company representative

\_\_\_\_\_  
Printed name of Company representative

\_\_\_\_\_  
Date

# **ADDENDUM**

## **TARGETED BUSINESS ENTERPRISE**

**ADDENDUM A**      Commitment to Contract with TBE  
<https://county.milwaukee.gov/ImageLibrary/Public/CDBG/TBE-14CommittmentJune2018.docx>