

Scott Walker
Governor

Jon E. Litscher
Secretary



State of Wisconsin Department of Corrections

Mailing Address

3099 E. Washington Ave.
Post Office Box 7991
Madison, WI 53707-7991
Telephone (608) 240-5571
Fax (608) 240-3342

C O N T R A C T

Services: Residential Services Program (RSP) in Kenosha County, Wisconsin, for the Department of Corrections, Division of Community Corrections.

Contract Period: The Contract shall commence on May 1st, 2016, and shall continue in effect for a period of two years from that date with two possible two-year renewal options and a possible transition renewal period option for up to 12 months by mutual agreement between the Contractor and the Department of Corrections.

Reference Number: RFP CJO-5388, RSP-Program A

Contract Number: 410036-M16-CJO5388-RFP-01

I. DEFINITIONS:

- Agency:** Office, department or agency or other body in state government created by the constitution or any law, including the legislature and the courts but not including an authority.
- Clean invoice:** Invoice completed according to terms of the contract and Section 11 of the Standard Terms and Conditions.
- Contractor:** Successful vendor or provider awarded the contract.
- County:** A region created by territorial division for the purpose of local government.
- DAI:** Division of Adult Institutions, administers all adult state correctional incarceration facilities with administrative offices at DOC Central Offices, 3099 E Washington Ave., Madison, WI 53704.
- DCC:** Division of Community Corrections, supervises adult offenders outside secure facilities.
- DJC:** Division of Juvenile Corrections, operates two juvenile correctional institutions and supervises some delinquent youth in the community with administrative offices at DOC Central Offices, 3099 E Washington Ave., Madison, WI 53704.
- DOA:** Department of Administration has statutory authority [WI Stats. Chapter 16] to define, regulate and delegate all aspects of procurement of services and commodities for state agencies.
- DOC:** Wisconsin Department of Corrections, also referred to as *the department* or the DOC headquartered at DOC Central Offices, 3099 E Washington Ave., Madison, WI 53704.
- Offender:** Person under the custody or supervision of the Wisconsin Department of Correction.
- Prison:** A correctional institution where persons are confined after being convicted of a crime.
- State:** State of Wisconsin.
- Subcontractor:** Subcontractor is a person who is awarded a portion of an existing contract by a principal or general contractor.
- Third Party:** Refers to a person or entity who is not a party to this contract.
- Vendor:** An awarded proposer which supplies a service or commodity to the Department of Corrections.

II. RELATIONSHIP BETWEEN PARTIES

- A. This contractual agreement (“Contract”) is entered into for the period May 1st, 2016 through April 30, 2023 by and between the State of Wisconsin Department of Corrections, whose principal business address is 3099 East Washington Ave., P.O. Box 7925, Madison, WI 53707-7925, (the “DOC”), and Genesis Behavioral Services, Inc. whose principal business address is 6737 W. Washington St., Suite 2210, West Allis, WI 53214 (the “Contractor”).

- B. The DOC employee responsible for administration of this Contract will be Lisa Jeschke, Program and Policy Analyst Advanced, DCC, Region 2, ("Contract Administrator") whose principal business address is 9531 Rayne Rd. Suite 2, Sturtevant, WI 53177. In the event that the Contract Administrator is unable to administer this agreement, DOC will contact Contractor and designate a new Contract Administrator.

III. CONTRACT AUTHORITY

This Contract is entered under the authority of Wis. Stats.16.75 and Wis. Adm. Code Chapter Adm 10.

IV. STATEMENT OF DELIVERABLES

- A. The Contractor will deliver a Residential Services Program (the "Services") in Kenosha WI, for male offenders as per specifications in the Request for Proposal CJO-5388 (the "RFP"), Program A, dated 11/04/15, and amended 11/24/15, which solicited competition for the Services that are the subject of this Contract, and the Contractor's written "Proposal" dated 12/02/15 and proposal clarifications dated 12/16/2016, in response thereto, all of which are incorporated into this Contract by reference.
- B. This contract detail for providing Service hereunder is specified in Attachment 1.0 which is attached hereto and incorporated herein by reference.

V. CONTRACT DOCUMENTS

Form DOA-3054 ("Standard Terms and Conditions") and Form DOA-3681 ("Supplemental Standard Terms and Conditions for Procurement of Services") are incorporated into this Contract by reference. To the extent that any term or condition set forth in either Form DOA-3054 or Form DOA-3681 differs or conflicts with this Contract, the term, condition, or Contract provision determined by the DOC to be the more favorable to the DOC in any given situation shall govern and control. Copies of Forms DOA-3054 and DOA-3681 are available upon request from the DOC or the State of Wisconsin Bureau of Procurement.

VI. CONTRACT REVISIONS / ADDENDUMS

Any subsequent addendum to this contract must be in writing and signed by the parties.

VII. GENERAL SERVICE PROVISIONS

- A. The contractor must complete or currently have on file a facility self-survey and a program and policy self-evaluation to address compliance with the Americans with Disability Act of 1990 (P.L. 101-336), as amended by the ADA Amendments Act of 2008 (P.L. 110-325) including any regulation, title or Act amendments thereto existing now and as further amended. During the course of the Contract, the Contractor must take action to comply with the facility, program and employment provisions of the Americans with Disability Act. Contractors may obtain information on the Americans with Disability Act by contacting the Director, Office of Diversity and Employee Services, Wisconsin Department of Corrections, 3099 E. Washington Ave., P.O. Box 7925, Madison, WI 53707.
- B. Contractor may not subcontract, refer to outside/community resources, or assign any part or obligations of this Contract without the prior written consent of DOC. If DOC approves, Contractor is responsible for having subcontracts in place to provide service to the subcontracted agencies under this Contract. Contractor retains responsibility for fulfillment of all terms and conditions of this Contract when it enters into subcontractual agreements.
- C. This Contract and the performance of the parties' obligations hereunder will be governed by and construed and enforced in accordance with the laws of the State of Wisconsin, other than any conflict-of-laws provisions thereof that would otherwise require the application of the law of any other jurisdiction. Contractor consents to personal jurisdiction in the State of Wisconsin. The venue for any action hereunder shall be in Dane County, Wisconsin.
- D. No waiver by either party of any default hereunder shall be deemed as a waiver of any prior or subsequent default of the same or other provisions of this Contract.

- E. If any provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision and said provision shall continue to apply to the extent allowed by said court or, if not so allowed, be deemed severed from this Contract entirely.
- F. Contractor guarantees that the sale or use of any software utilized in the provision of Services required under this Contract will not infringe any patent or copyright. The contractor selling to the State of Wisconsin the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further, that the sale or use of the articles described herein will not infringe on any United States patent. Contractor covenants that it will at its own expense defend every suit which shall be brought against DOC (provided that Contractor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent or copyright by reason of the sale or use of such article or software, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.
- G. DOC will own all right, title, and interest in all data, documentation, programs, information systems, innovations, and all other original works of authorship developed under or associated with this Contract. All such materials shall be deemed works made for hire, subject to a non-exclusive perpetual license, with the right to sublicense reserved by Contractor, of DOC for all purposes of copyright law, and any copyright shall belong solely to DOC. In the event that any such work is adjudged not to be a work made for hire, Contractor agrees to assign, and hereby assigns, all copyright in such work to DOC. Title to such materials will pass to DOC at the time of acceptance of the deliverable into which the materials and/or Services are incorporated, subject to payment in full for the deliverable and/or Service by DOC. Contractor shall, at the expense of DOC, assist DOC or its nominees to obtain copyrights or trademarks for all such works in the United States or other countries. Contractor agrees to execute all papers and to give all facts known to it necessary to secure United States or foreign country copyrights and trademarks, and to transfer or cause to transfer to DOC all the right, title and interest in and to such works. DOC reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, all aforementioned materials specially developed under this Contract. Any discovery or invention arising out of, or developed in the course of work or Services aided by this Contract, shall be promptly and fully reported to the DOC.
- H. Contractors are prohibited from responding to legal or legislative matters as a representative of DOC. All legal or legislative inquiries requiring a response by DOC are to be referred to DOC Secretary's Office in a timely manner for an appropriate response.
- I. The parties hereto agree that Contractor, its officers, agents, and employees, in the performance of this Contract shall act in the capacity of an independent Contractor and not as an officer, employee, or agent of the DOC. Contractor agrees to take such steps as may be necessary to ensure that each of its subcontractors will be deemed to be an independent Contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of DOC. Furthermore, neither DOC nor Contractor will represent itself as the agent or legal representative of the other or as partner or joint venturers for any purpose whatsoever, and neither shall have any right to create or assume any obligations of any kind, express or implied, for or on behalf of the other in any way whatsoever.
- J. Any and all notices or other communications necessary or desirable to be given hereunder will be deemed given and received when personally delivered or sent by facsimile, delivered prepaid same-day or overnight delivery service, proof of delivery requested, or deposited in U.S. certified or registered mail, postage prepaid, return receipt requested, addressed as follows and by email:
1. If to DOC –
Attention: Lisa Jeschke
Department of Corrections, DOC
Contract Administrator: DCC Region 2
Address: 9531 Rayne Rd. Suite 2
Sturtevant, WI 53177
Facsimile number: 262-884-3799
Email address: lisa.jeschke@wisconsin.gov

2. If to Contractor–
Attention: Pauline Ortloff
Company: Genesis Behavioral Services, Inc.
Address: 6737 W Washington St. Suite 2210
West Allis, WI 53214
Facsimile number: 414-777-1565
Email address: Pauline.Ortloff@CorizonHealth.com

VIII. PAYMENT TERMS AND INVOICING

- A. Contractor will be paid for Service. DOC shall initiate payment to Contractor upon receipt of a clean invoice. The Contractor shall submit invoices at a minimum showing the description of Service, contract price and purchase order to the designated site: 9531 Rayne Rd. Suite 2, Sturtevant, WI 53177. The invoice shall be submitted within ten (10) days of the last day of the month during which Service was provided.
- B. If for any reason the DOC is dissatisfied with the quality of the Service the DOC may, at DOC's sole discretion, provide written notice to the Contractor of the deficiency. If the Contractor fails to correct the deficiency by the identified date, the DOC may, at DOC's sole discretion, withhold funds under this Contract. Nothing set forth herein shall prevent or prohibit the DOC from availing Contractor of other legal or equitable remedies.

IX. REPORTING AND AUDITING

- A. Contractor shall comply with the reporting and auditing requirements of DOC including, without limitation, the requirement that Contractor retain all documents applicable to the Contract for a period of not less than three (3) years after the final Contract payment is made. Any required reports shall be forwarded to the Contract Administrator according to the schedule of DOC. If Contractor does not submit the forms as required, DOC may cease all payments for Services to Contractor under this Contract.
- B. DOC may require, at its discretion, that Contractor provide an audit covering all DOC funds paid pursuant to the Contract. In the event that Contractor fails to comply with a DOC audit request including all follow-up requests for information pertaining to said audit, DOC reserves the right to conduct an independent audit and DOC's costs for completing the same will be charged back to Contractor. Contractor agrees to retain and make available to DOC all program and fiscal records until the audit and, if necessary, subsequent audit resolution processes have been completed.
- C. No Service is to be provided until an official State of Wisconsin Purchase Order is issued by DOC to Contractor. When there is more than one State fiscal year (July 1 through June 30) or a portion of a fiscal year in the Contract period, a separate purchase order will be issued for each fiscal year in accordance with Department policy on the issuance of purchase orders.
- D. Contractor agrees to inform DOC within three (3) working days of any inquiry from outside entities regarding a participant, former participant or the program provided under this Contract. This includes requests for information from the media, legislature, local officials, neighbors and participant's family members. Nothing in this Contract prohibits the Contractor from freely communicating with any entity regarding the program or participants to the extent allowed by confidentiality requirements.
- E. Program evaluation is intended to document program implementation, as well as return useful information to program sites for the purpose of program improvement. The Contractor agrees to collaborate and participate in program evaluation activities set by the DOC.
- F. Contractors delivering Services to offenders shall prepare for evaluation efforts initiated by the DOC including long-term results of offenders discharged from the program. The Correctional Program Checklist (CPC) will be used as the evaluation tool to assess the extent to which the Contractors' correctional treatment programs adhere to the known principles of effective intervention. Contractors

whose evaluation shows their program fails to meet the CPC program standards will be given a period of time to take whatever corrective actions the DOC deems necessary to bring the Contractor's performance into compliance with the CPC standards. Failure by a Contractor to bring its provision of Services into compliance with the CPC program standards within a time frame determined by the DOC may lead to the termination of this agreement.

X. RECORDS

- A. Contractor shall maintain such records as are required by State and Federal law and shall comply with all applicable confidentiality laws and requirements pertaining to said records and the information contained therein.
- B. Contractor will allow inspection of records and programs, insofar as is permitted by State and Federal law, by representatives of DOC and its authorized agents, and Federal agencies, in order to confirm Contractor's compliance with the specifications of this Contract.
- C. Contractor agrees to retain and make available to DOC all program and fiscal records until the audit and subsequent audit resolution processes have been completed.
- D. To ensure confidentiality of records and safeguard access to these records, Contractor must maintain sufficient locked storage space for current and closed offender records.
- E. Contractor agrees to have a written policy on confidential destruction of case records.

XI. INSURANCE RESPONSIBILITY

- A. Contractor shall:
 - 1. Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in any work under this contract.
 - 2. Maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this Contract. Minimum coverage shall be one million dollars (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations.
 - 3. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this Contract. Minimum coverage shall be one million dollars (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.
 - 4. Maintain Professional Liability in the amount of \$1,000,000.
 - 5. Ensure all of its substance abuse staff and, if applicable, subcontractors comply with the Department of Safety and Professional Services (DSPS) Administrative Code SPS 167 to have professional liability insurance.
- B. DOC reserves the right to require higher or lower limits where warranted.

Contractor is required to submit an insurance certificate adding State of Wisconsin as an additional insured, covering the period of the Contract and each year thereafter during the current contract period. When the period of this contract does not coincide with the coverage period of the Contractor's insurance, Contractor is required to submit an updated certificate to verify coverage in compliance with this subsection. The insurance certificate is required to be presented prior to the issuance of the purchase order or before commencement of the contract.

XII. EMPLOYMENT OF CURRENT OFFENDERS AND EMPLOYMENT AND RETENTION OF INDIVIDUALS ARRESTED, CHARGED OR CONVICTED OF CRIMINAL OFFENSES.

- A. Contractor may not employ a person who is on probation, parole, extended supervision, lifetime supervision or an inmate who is supervised by Intensive Sanctions for any position where the primary duties and responsibilities involve the supervision or treatment of inmates, probationers or parolees or involve access to offenders' records or funds.
- B. Contractor will implement policies and procedures to ensure that:
1. Job applicants or current employees shall be dealt with as follows:
 - a. For a job applicant who has a pending criminal charge: Where the circumstances of said criminal charge substantially relate to the circumstances of a particular job or licensed activity, the applicant will not be hired for that job; and
 - b. For a current employee who has a pending criminal charge: Where the circumstances of said criminal charge substantially relate to the circumstances of a particular job or licensed activity, the employee will not be continued in that particular job; and
 - c. For a job applicant who is convicted of a criminal charge: Where the circumstances of said criminal charge substantially relate to the circumstances of a particular job or licensed activity, the applicant will not be hired for that job; and
 - d. For a current employee who is convicted of a criminal offense: Where the circumstances of said conviction of a criminal or other offense that substantially relates to the circumstances of the current job or licensed activity, the employee will not be retained in that particular job; and
 - e. For a job applicant who is required to use an Ignition Interlock Device (IID): Where the circumstances of said court ordered requirement substantially relate to the circumstances of a particular job or licensed activity, the applicant will not be hired for that job; and
 - f. For a current employee who is required to use an Ignition Interlock Device (IID): Where the circumstances of said court ordered requirement substantially relate to the circumstances of a particular job or licensed activity, the employee will not be retained in that particular job.
 2. Nothing in this contract prohibits the Contractor from reassigning or suspending the employee or, in the case of a conviction, terminating the employee.
- C. In hiring and retention decisions, Contractor may consider records of pending criminal charges and convictions when it can be demonstrated that the circumstances of the offense substantially relate to the circumstances of the job or licensed activity. When determining whether the circumstances of a pending charge or conviction are substantially job related, Contractor should take into consideration elements related to the position, the offense, and the individual.
- D. To make determinations on substantial relationships to the circumstances of the job, Contractor must have written policies on how the applicant for employment and the employee will be reviewed.

XIII. FRATERNIZATION

- A. Contractor agrees to have a written policy on fraternization which prohibits the forming of improper relationships between Contractor's employees and offenders. The policy must be substantially equivalent to the Department of Corrections' policy as expressed in Executive directive 16, May 1991 - Revised August 2004. A copy of Executive Directive 16 may be obtained from the Contract Administrator.

- B. Contractor's policy required in subsection A above shall provide, at a minimum, for the following: definitions of employee, relationships and offender; a statement of prohibited relationships; duty of an employee to inform Contractor of unplanned contacts with offenders; a statement that Contractor-directed contacts or those which are part of the employee's job duties are exempt from the policy; an exception procedure which may be carried out by Contractor's designee; and a standard employee statement indicating that each employee has read a copy of the Contractor's policy on fraternization.
- C. Contractor shall also agree to have a written policy which prohibits Contractor's employees from engaging in any sexual contact or sexual intercourse with offenders under the custody and control of the Department of Corrections. The policy must be substantially equivalent to the Department of Corrections' policy as expressed in Executive Directive 16-A, August 2006. A copy of Executive Directive 16-A may also be obtained from the Contractor Administrator.
- D. Contractor must maintain a copy of the signed employee statement on fraternization in each employee's personnel file.

XIV. FAITH-BASED ORGANIZATIONS

- A. A faith-based organization is eligible to be a Contractor on the same basis as any other private organization. If Contractor is a faith-based organization it shall retain its independence from the State of Wisconsin, including without limitation Contractor's control over the definition, development, practice, and expression of its religious beliefs. Except as otherwise provided by state or federal law, DOC shall not interpret this Contract to require a faith-based organization to alter its form of internal governance or remove religious art, icons, scriptures, or other symbols.
- B. A religious organization does not, by contracting with the State of Wisconsin, lose the exemption provided under Section 702 of the Civil Rights Act (42 U.S.C. 2000e-1(a)) regarding its employment practices. Furthermore, if a faith-based organization segregates the government funds provided under the Contract, then only the financial assistance provided by these funds will be subject to audit.
- C. Neither DOC's selection of a faith-based Contractor to provide the Services described herein nor the expenditure of funds under this Contract is an endorsement of the Contractor's religious character, practices, or expression. The purpose of this Contract is the provision of Services; none of DOC's expenditures have as their objective the funding of sectarian worship, instruction, or proselytization. As such, a faith-based Contractor of Non-secular Services under this Contract shall post at its place(s) of business the following written notice and personally apprise all assisted offenders of the same unless its programming is exclusively secular and it does not display conspicuous symbols of its religious character, practices, or expression:

Neither the State of Wisconsin's selection of a faith-based Contractor of services nor the expenditure of funds under any contract with said Contractor is an endorsement of that Contractor's religious character, practices, or expression. No Contractor of services may discriminate against you on the basis of religion, a religious belief, or your refusal to actively participate in a religious practice. If you object to a particular Contractor because of its religious character, you may request assignment to a different non-sectarian Contractor by contacting your Agent.

- D. To ensure an offender is informed of the foregoing, a faith-based Contractor shall require that each offender receiving Non-secular Services or receiving secular services in a place where the organization displays conspicuous symbols of its religious character, practices, or expression under this Contract signs an acknowledgment form prepared by the Contractor containing the aforementioned notice and verifying the offender's receipt of the same. A copy of all signed acknowledgment forms shall be promptly provided to DOC. Finally, DOC will require that each offender sign the DOC's "Voluntary Choice and Waiver" form, a copy of which is attached hereto as Exhibit 1, prior to receiving any non-secular services from a faith-based Contractor under this Contract. A faith-based Contractor agrees to refrain from providing non-secular services hereunder to an offender until it receives a copy of a fully executed Voluntary Choice and Waiver form from DOC for that respective offender.

XV. TERMINATION / CANCELLATION:

In addition to grounds for termination set forth elsewhere in the contract, this Contract may be terminated under any of the following conditions:

- A. DOC may terminate the Contract at any time, with or without cause and without penalty by delivering thirty (30) days written notice to the Contractor.
- B. DOC has a Vendor Performance Evaluation process for soliciting feedback from contract users about vendor performance and compliance with contract specifications. Vendor noncompliance with the terms, conditions or specifications that is persistent and/or significantly impacts the quality and performance provided pursuant to the contract may be considered in breach of contract. Negative Vendor Performance Evaluation Surveys may result in non-renewal or termination of contract.
- C. The State of Wisconsin reserves the right to cancel this contract if the contractor fails to follow the requirements of Wis. Stats 77.66, and related statutes regarding registration and certification for collection of sales and use tax.
- D. If at any time the Contractor performance threatens the health and/or safety of DOC employees, offenders or the public, DOC has the right to cancel and terminate the Contract without notice.
- E. Failure to maintain the required Certificates of Insurance, Permits and Licenses shall be cause for Contract termination. If the Contractor fails to maintain and keep in force the insurance as provided in #23 of the Standard Terms and Conditions, DOC has the right to cancel and terminate the Contract without notice.
- F. If at any time a petition in bankruptcy shall be filed against the Contractor and such petition is not dismissed within 90 calendar days, or if a receiver or trustee of Contractor's property is appointed and such appointment is not vacated within 90 calendar days, DOC has the right, in addition to any other rights of whatsoever nature that it may have at law or inequity, to terminate the Contract by giving 10 calendar days notice, in writing, of such termination.
- G. Failure of DOC to comply with contract terms, conditions or specifications shall provide the sole cause for which the Contractor is entitled to terminate the contract. The Contractor shall notify the Department in writing within thirty (30) days after the Contractor becomes aware of the alleged noncompliance with a complete description of the same. If the DOC does not, within forty-five (45) days after its receipt of the Contractor's notice, either (1) effect a cure or (2) if the noncompliance is not one that can reasonably be cured within forty-five (45) days, develop a plan to cure the noncompliance and diligently proceed according to that plan unto a cure is effected, then the Contractor may terminate the Contract for cause by written notice to DOC. The Contractor may not terminate the Contract without cause unless express written consent to do so is provided by DOC.

XVI. EXECUTED CONTRACT TO CONSTITUTE ENTIRE AGREEMENT

- A. The contents of this contract (including all attachments) and the proposal and proposal clarifications from the successful proposer, and additional terms agreed to, in writing, by DOC and the Contractor shall become part of the contract.
- B. The following priority for contract documents will be used if there are conflicts or disputes:
 - State of Wisconsin standard and supplemental terms and conditions
 - Final Signed Contract including amendments and addendums
 - Official State of Wisconsin Purchase Order
 - Statement of Deliverables
 - Proposer's written proposal and proposal clarification documents
 - State of Wisconsin Request for Proposal, including any amendments and addendums;
 - Other exhibits/attachments

XVII. LIQUIDATED DAMAGES

- A. Contractor acknowledges liquidated damages shall be assessed where DOC has determined contractor has failed to deliver the quality, quantity or level of performance of deliverables required under the terms of this contract.
- B. Liquidated damages shall consist of the current cost per bed day rate item for failure to deliver the program according to the mandatory requirements of the proposal and subsequent contract with statement of deliverables. Liquidated damages will be deducted from payments on the invoice if the invoice is of sufficient amount to cover the liquidated damages. If the invoice is not of a sufficient amount to cover the liquidated damages, the agency will request cancellation of the invoice and a credit to cover the balance.
1. Contractor Appeals Process
In the event liquidated damages are assessed the contractor will be given an opportunity to appeal the damages by using the following process:
- a. Respond to the DOC Contract Manager's liquidated damage letter.
 - b. Contract Manager responds back after consulting with the program.
 - c. If contractor is still not satisfied, the contractor appeals to the Division Administrator.
 - d. If the contractor is not satisfied with the Division Administrator's response, the contractor can appeal to the State of Wisconsin Claims Board.

NOTE: Each party gets 15 business days to respond between steps unless otherwise agreed.

XVIII. CONFIDENTIALITY

- A. All confidential health, mental health, drug and alcohol information or educational information reviewed and collected in connection with this contract shall be handled by the Contractor in a manner consistent with the applicable state and federal confidentiality laws.
- B. Contractor acknowledges that some of the data and documentation it may become privy to in the performance of this contract is of a confidential nature. Contractor shall make all reasonable efforts to ensure that it or its employees and sub-contractors do not disseminate such confidential information without the DOC's prior permission and in a manner that complies with all applicable confidentiality laws and requirements.
- C. Contractor or its employees may have direct or indirect contact with offenders, staff, or other parties. All services provided to offenders are confidential in nature. Contractor shall make all reasonable efforts to ensure that it or its employees and subcontractors do not disseminate such confidential information, including but not limited to identity of offenders or services being received. Contractor must have a policy regarding ethics and confidentiality for their staff to follow.
- D. Contractor or its employees and subcontractors will not reuse, sell, or make use in any format the data researched or compiled for this contract for any venture, profitable or not, outside this contract.
- E. Contractor agrees to observe complete confidentiality with respect to all aspects of any confidential information, proprietary data and/or trade secrets and any parts thereof, whether such contents are the State's or the manufacturer's, proposer's, or distributor's whereby Contractor or any Contractor's personnel may gain access while engaged by the State or while on State premises.
- F. The restrictions herein shall survive the termination of this contract for any reason and shall continue in full force and effect and shall be binding upon the Contractor or its agents, employees, successors, assigns, subcontractors, or any party claiming an interest in this contract on behalf of or under the rights of Contractor following any termination. Contractor shall advise all Contractors' agents, employees, successors, assigns and subcontractors which are engaged by the State of the restrictions, present and continuing, set forth herein. Contractor shall defend and incur all costs, if any, for actions that arise as a result of noncompliance by Contractor, its agents, employees, successors, assigns and subcontractors regarding the confidentiality restrictions herein.

XIX. PRISON RAPE ELIMINATION ACT (PREA)

- A. The Contractor agrees to comply with the Federal Prison Rape Elimination Act of 2003, and any subsequent standards imposed by the United States Attorney General. If the Contractor is not in full compliance with the Federal Prison Rape Elimination Act of 2003 (PREA), the Contractor shall take all feasible and necessary steps to work toward full compliance and shall continue to do so until full compliance is achieved. The Contractor shall have policies and procedures in place for responding to sexual abuse or sexual harassment allegations as defined by PREA and shall further have procedures or policies for maintaining reports and records necessary for reporting data consistent with the PREA.
- B. The Contractor agrees to timely completion of the Bureau of Justice Statistics Annual Survey on Sexual Victimization and or its current equivalent survey. This includes completing forms for locally or privately operated adult facilities and individual incident forms for each incident. The Contractor will forward a copy of these forms involving DOC inmates or offenders for the calendar year to the DOC on or before May 31st of each year unless another date is designated by the DOC. These forms shall be forwarded to:

PREA Director
Wisconsin Department of Corrections
3099 East Washington Ave.
P.O. Box 7925
Madison, WI 53707-7925
(608) 240-5113
DOCPREADData@wisconsin.gov

- C. The DOC may decide to conduct a compliance review. This review may include an examination of Contractor incident and offender records related sexual abuse or sexual harassment allegations as defined by PREA.
- D. The Contractor shall notify the DOC within 24 hours of any sexual abuse or sexual harassment allegations as defined by PREA. If the DOC has reason to believe that any sexual abuse or sexual harassment incident as defined by PREA has occurred, it shall have immediate access to the Contractor's records. The DOC contact for this purpose shall be:

Special Investigations Chief
Wisconsin Department of Corrections
3099 East Washington Avenue
P.O. Box 7925
Madison, WI 53707-7925
(608) 240-5048
DOCSECOSOPREAINvestigations@wisconsin.gov

XX. CARRYING A CONCEALED WEAPON

Contractor agrees to have a written policy addressing the concealed carry law which prohibits the possession of any weapon by Contractor's employees while providing services to DOC offenders. The policy must be substantially equivalent to the Department of Corrections' policy as expressed in Executive directive 80, signed October 31, 2011. A copy of Executive Directive 80 may be obtained from the Contract Administrator.

A. Contractor must maintain a copy of the signed employee statement on concealed carry in each employee's personnel file.

B. Contractor will prohibit firearms/weapons in any owned, leased/rented, or available location in which program services are provided for DOC. Signs shall be posted at every public entrance. Each sign must be at least five inches by seven inches state the restriction on carrying a firearm, and inform people that weapons or firearms are prohibited. Sample signage will be available through the Contract Administrator.

In WITNESS THEREOF, the undersigned authorized officers have subscribed their names on behalf of the parties to this Contract.

DocuSigned by:
Pauline Ortloff
29107B48811A44D...
Contractor's Authorized Representative
Pauline Ortloff
Executive Director

March 16, 2016
Date

DocuSigned by:
Lisa Jeschke
055DD5F11114E5...
DOC Contract Administrator
Lisa Jeschke
Program and Policy Analyst

March 17, 2016
Date

DocuSigned by:
Cathy A. Jess
8E3D5F1E29EB439...
Cathy A. Jess, Deputy Secretary
WI Department of Corrections

March 30, 2016
Date

STATEMENT OF DELIVERABLES**Kenosha County Residential Services Program (RSP)**
with Substance Abuse Services, Cognitive Intervention, and other Criminogenic Need Services

- A. Twenty-four (24) hour residential care, services and supervision in a facility licensed under Wisconsin Administrative Codes DHS 83 and DHS 75, and located at 6755 14th St. in Kenosha, WI. Services are to include programming, monitoring, food and shelter. The total number of 20 beds, which does not include, if applicable, the additional program slots available for non-residential aftercare RSP services, shall be continuously available to the DOC. The staff coverage includes twenty-four (24) hours of awake coverage per day. The staff coverage includes a staff member being physically at the facility site twenty-four (24) hours a day.
- B. Provide sufficient qualified staff to assess offenders; develop and implement individual treatment, case management, and supervision plans; sufficient qualified supervisory staff to monitor the RSP; and, sufficient qualified administrative staff for program management. Contractor shall provide the Contract Administrator with a staffing pattern that includes titles, names and work schedules prior to implementation of the Contract. Changes to the staffing pattern, including new staff, must be approved in advance by the Contract Administrator. Contractor shall submit an updated staffing pattern to the Contract Administrator within two (2) working days following approval. Staffing levels (years of education, training and experience) shall remain consistent or higher with the levels detailed in Section 4.3 *Key Personnel And General Staffing Staff Requirements* of the RFP for the duration of this Contract. During the Contract period, Contractor agrees to submit updates on staff changes and staffing patterns to the Contract Administrator within forty-eight (48) hours, as detailed in Section 7.4 *Notification and Approval Requirements for any RSP Staff Changes* and Section 7.5 *Contractor RSP Personnel* of the RFP.
- C. Orient all new RSP staff on DOC contract procedures and policies as reflected in RFP Sections 4.4 Technical Requirements, 7.2, 7.3 and Sections 7.6 through 7.10 (7.2 Provision Of Services, 7.3 Training Observation And Group Access, 7.6 Cooperation With Other Contractors, 7.7 Subpoena Acceptance Requirements, 7.8 General Residential Services Program Reporting Requirements, 7.9 Offender Violation Reporting for Residential Services Program, 7.10 Non-Compliance and Violation Reporting for Residential Services Program); and, Contractor's Proposal. Conduct training for all staff on preventing and responding to participant's violation of RSP rules including non-aggressive and aggressive behavior toward participants and staff. Orientation of staff on DOC policies and procedures to include but not limited to Prison Rape Elimination Act (PREA), fraternization, professional boundaries, Evidence-Based Practices (EBP) and Motivational Interviewing (MI). Orientation/Training will take place at least annually for all staff. Contractor sponsored staff training will be provided as required for licensure and to meet mandatory requirements of the Residential Services Program. All staff training records shall be centrally collected and readily accessible for review by the Contract Administrator on an annual basis.
- D. Conduct intake screening for each offender referred by DOC per the Program Intake Procedures of the Contractor's Proposal Clarification, page 60.
1. Services will be provided to male offenders referred to Contractor from the Department of Corrections. No person will be denied service or discriminated against by Contractor on the basis of sex, race, color, creed, sexual orientation, handicap or age, in accordance with Title VI of the Civil Rights Act of 1964.
 2. All RSP Services provided through this contract are to be included in the per day service rate of \$97.25. No additional outside fees are to be billed to DOC. No fees or payments for the services received by offenders while a resident/participant of the RSP are to be collected from the offender (or offender's insurance) by the Contractor.
 3. Upon each resident's admission to the program, staff will, at a minimum: issue property (linens, hygiene etc.); record inventory of all personal belongings; take photo and issue identification badge; administer breathalyzer and urine test; log any medication; complete admission paperwork; review program rules; and perform an evacuation assessment. Within five (5) days of entry, staff will assess resident for substance abuse level of care using the Wisconsin UPC; and, the Criminal Thinking Scale Functioning in Treatment (CEST) Scales will be completed. The treatment and case management plans

will be completed within fourteen (14) calendar days of RSP admission. Each resident will be provided a Client Rights and Grievance Procedure for his records.

4. Priority placement will be given to offenders at greater risk to offend based on the assessment/COMPAS. Contractor will work with the DOC to admit offenders needing a priority RSP placement as soon as possible.
 5. Once a referral packet (to include DOC-1336, COMPAS Bar Scale and Narrative, Judgment of Conviction (JOC), DOC 5 or DOC 1950, Apprehension Request, DOC Rules 10, 1163 and 1163A, and any additional DCC documents supporting substance abuse/misuse and/or mental health issues) is received by the Program Coordinator, the information will be reviewed to ensure that the offender is appropriate and medically stable to participate in the RSP. The Program Coordinator will notify the DOC Liaison by email that the offender can be placed in the program with an anticipated entrance date. If there is a concern(s) regarding information contained within the referral, the Program Coordinator will refer the packet immediately to Contractor's Supervising Director for review. The Supervising Director will contact the DOC Liaison or Contract Administrator to discuss the concerns presented by the Program Coordinator and work with the Liaison to rectify the issue.
 6. Approximately 80-100 participants are expected to be served by the RSP on an annual basis, assuming that the majority of the referrals will be in the high risk level with some medium risk referrals. The average length of stay at the RSP is 45-90 days.
 7. Occupancy is crucial to the success of this program serving the expected number of RSP participants. The Contractor will work cooperatively with the assigned DOC Liaison and, at times, the Contract Administrator to ensure that RSP bed space is maximized. The Program Director, or designee, will contact the DOC Liaison, or the Contract Administrator, immediately upon unplanned bed (residential program slot) availability to determine what individual on the waiting list is available for immediate placement.
- E. Individual treatment, case management and supervision plans shall be shared with each Agent of Record within fourteen (14) calendar days of RSP admission for each accepted offender. Each individualized plan is to be developed and implemented with the assigned Agent of Record and is to include goals, progress towards goals, barriers toward progress and measurable objectives supported by criminogenic needs and EBP.
- F. In-house daytime, evening and weekend RSP programming, including the individual or group counseling and other services for each participant, are to be consistent with the participant's treatment, case management and supervision plans. Contractor is responsible for providing or arranging whatever counseling and other services are required, at a minimum, to meet the dosage requirement of the RFP in accordance with each participant's treatment, case management and supervision plans. Contractor is required to refer the participant to other community resources if the Services, included in their Proposal, are not provided at the RSP facility. Contractor is required to document referral sources by letters of understanding or agreements. If there is a need to subcontract or a change in referral agencies, this requires advance approval as set forth in VII-B of the Contract. A copy of which (referral and/or subcontract) shall be immediately provided to the Contract Administrator. The type, method and monthly quantity of the Service under this agreement includes, at a minimum, the services listed in *Weekly Program Delivery Calendar for RSP* of the Contractor's Proposal and updated 03/10/2016, and as agreed upon by the Contract Administrator.

Contractor shall delineate the Services provided by RSP staff in a Staff Schedule for a monthly period. On 03/10/2016, the Contractor provided the contract administrator with their monthly RSP staff schedule labeled, *Residential Re-Entry Services Staff Schedule*, for RSP services beginning 05/01/ 2016. Changes to services provided or to the Program Delivery Calendar must be approved in advance by the Contract Administrator. Contractor shall submit updated documents to the Contract Administrator within two (2) working days following approval.

Contract No. 410036-M16-CJO5388-RFP-01
Exhibit 1

DEPARTMENT OF CORRECTION
Division of Community Corrections
Division of Adult Institutions
DOC-2157 (5/2006)

WISCONSIN

VOLUNTARY CHOICE AND WAIVER

OFFENDER NAME	DOC NUMBER	DIVISION <input type="checkbox"/> DAI <input type="checkbox"/> DCC
---------------	------------	---

The Department of Corrections has recommended that I participate in the _____ program.

I understand that the Department of Corrections may not compel me to participate in any program having a religious component or which is conducted in a place which displays conspicuous symbols of religious character, practices or expression. I understand I may request assignment to a non-sectarian program if I object to the religious character of the program.

I am choosing to participate in the program at _____ and I understand that it may have a religious component and/or be conducted in a place which displays conspicuous symbols of religious character, practices or expression. I understand that if I choose to leave this program based on its religious character, I may be required to complete an equivalent, nonreligious program.

OFFENDER SIGNATURE	DATE SIGNED
WITNESS SIGNATURE	DATE SIGNED

- (a) **DISTRIBUTION WHEN COMPLETED IN DCC:** Original – Offender File
- (b) **DISTRIBUTION WHEN COMPLETED IN DAI:** Original – Social Service File Miscellaneous Section