

## RACINE COUNTY ALTERNATIVES PROGRAM STAFFING AGREEMENT-2018

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018 is hereby made and between Racine COUNTY, a quasi-municipal corporation (hereinafter referred to as "COUNTY"), and JusticePoint, 205 West Highland Avenue, Suite 201, Milwaukee, WI 53203:

### WITNESSETH:

In consideration of the foregoing and of the covenants and agreements hereinafter set forth, the parties agree as follows:

#### 1. WORK

JusticePoint agrees to provide coordination and support functions for COUNTY'S Racine County Alternatives Program. JusticePoint agrees to provide continuous coverage for no less than 5.5 FTE to support the duties identified in Exhibit A.

#### 2. CONTRACT TERM

The contract shall begin upon signature of all named parties, and, unless terminated sooner as permitted by the terms of this agreement, end on December 31, 2018. Upon its execution, this contract repeals and replaces the current contract entered into between COUNTY and JUSTICEPOINT from the execution date of this contract until December 31, 2018.

#### 3. CONTRACT CANCELLATION

The agreement may be cancelled without penalty or obligation of any kind except as may otherwise be specifically set forth as an exception to this clause, identifying it by number or otherwise, by COUNTY by, for, or on behalf of itself or its agencies, departments, officers, agents or employees immediately without notice to all parties that sufficient funds have not been budgeted by the County Board of Supervisors to pay for the obligations under this agreement. Either party may terminate the agreement, for any reason, at any time upon thirty (30) days written notice. Failure of JusticePoint to fill any of its obligations under the agreement in a timely manner or violation by JusticePoint of any covenants or stipulations contained in this agreement shall constitute grounds for COUNTY to terminate the agreement upon ten (10) days written notice of the effective date of termination. The following shall constitute grounds for immediate termination: (i) violation by JusticePoint of any state, federal, or local law or failure by JusticePoint to comply with any applicable state and federal service standards, as expressed by applicable statutes, rules and regulations; (ii) failure by JusticePoint to carry applicable licenses or certifications as required by law; (iii) failure of JusticePoint to comply with reporting requirements contained herein; (iv) inability of JusticePoint to perform the work provided for herein; (v) exposure of a client to immediate danger when interacting with JusticePoint. JusticePoint shall be paid for staffing provided up to the time of termination.

#### 4. ASSIGNMENT

JusticePoint shall neither assign nor transfer any interest or obligation in this agreement without the prior written consent of COUNTY, unless otherwise provided herein.

## 5. INDEPENDENT CONTRACTOR

All staff responsible for coordination and support of the Racine County Alternatives Program pursuant to the contract shall be considered employees of **JusticePoint** and shall not be considered employees of the Racine County Jail or **COUNTY**. **JusticePoint** shall be responsible for paying all applicable employment taxes and all workers compensation and unemployment compensation expenses. **JusticePoint** shall ensure that its personnel are instructed that they will not have any direct contractual relationship with **COUNTY**. **COUNTY** shall not participate in or have any authority over any aspect of **JusticePoint's** personnel policies and practices, and shall not be liable for actions arising from such policies and practices. **COUNTY** shall have the right to request replacement of personnel. **JusticePoint** shall comply where such personnel are reasonably deemed by **COUNTY** to present a risk to clients. In other instances, the parties shall cooperate to reach reasonable resolution of the issue.

## 6. INDEMNIFY AND HOLD HARMLESS

- A. To the fullest extent permitted by law, **JusticePoint** shall indemnify and hold **COUNTY**, its employees, and agents harmless from any claims, damages, causes of action, lawsuits or liability not caused by the negligence of the **COUNTY** or arising out of the acts or omissions of **JusticePoint**, its agents, employees, invitees, or visitors in performing this contract. **JusticePoint** shall also protect and defend and pay all attorneys' fees of **COUNTY** arising out of any lawsuits, claims, and causes of action arising out of the actions or omissions of **JusticePoint** its agents, employees, invitees, or visitors in performing this contract.
- B. The obligations of **JusticePoint** under the Hold Harmless clause shall be specifically incorporated by Contractual Liability Insurance incorporated in Justice Point's Comprehensive General Liability and property Damage insurance policy and shall be so stated in the insurance certificate provided by **JusticePoint**. The limits required for this coverage shall be the same as the General Liability and property Damage Coverage specified above. The liability of **JusticePoint** under this section shall not be limited by the amount of Contractual liability Insurance coverage carried by **JusticePoint**.
- C. To the fullest extent permitted by law, **JusticePoint** shall indemnify, protect, defend and hold harmless form any claims, damages, penalties, causes of action, lawsuits or liabilities arising out of any workers compensation claims or unemployment related claims arising out of the performance of this contract.

## 7. INSURANCE

- A. **JusticePoint** shall maintain at its own expense and provide **COUNTY** with Certificates of Insurance that provide the following coverage:
  - 1. Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in work under this contract.
  - 2. Maintain general liability coverage including personal injury and property damage against any claim(s) which might occur in carrying out this contract. Minimum coverage shall be one million dollars (\$1,000,000) liability for each occurrence for bodily injury and property damage including product liability and completed operations and three million dollars (\$3,000,000) in the aggregate. 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) for each occurrence combined single limit for automobile liability and property damage and three million dollars (\$3,000,000) in the aggregate.

- B. The **COUNTY**, its officers, and employees, shall be named as additional insured on **JusticePoint's** general liability insurance policy for actions and/or omissions performed pursuant to this contract. All coverage enumerated above must be placed with an insurance carrier with an AM Best Rating of A-VII or greater. **COUNTY** shall receive a 30-day written notice of cancellation of any policy. A copy of Certificate of Insurance and the referenced policies shall be mailed to **COUNTY** within 60 days of the beginning of this contract.

## 8. PAYMENT

*11/6/17*  
**COUNTY** shall pay **JusticePoint** the sum of three hundred twenty-five thousand dollars (\$325,000) for staff related to the Racine County Alternative Program. **JusticePoint** shall provide **COUNTY** with monthly invoices-in a format prescribed by **COUNTY**-that itemize the staffing costs associated with support of the Racine County Alternative Program as set forth in Exhibit A for the preceding month on or before the 20<sup>th</sup> day of each month. Amounts for the staffing of the Racine County Alternative Program shall be payable in twelve (12) equal payments of twenty-seven thousand eighty-three dollars (\$27,083) per month for the months of January through December 2018.

**COUNTY** shall pay **JusticePoint** for drug testing, alcohol monitoring, and Electronic Monitoring based on the actual utilization of those services and at rates previously agreed to between both parties. **JusticePoint** will invoice **COUNTY** for all services/equipment rendered or utilized in the preceding month on or about the 20<sup>th</sup> of the following month.

## 9. NON-DISCRIMINATION

During the term of this agreement, **JusticePoint** agrees not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the united States, or political beliefs against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s).

## 10. AFFIRMATIVE ACTION

**COUNTY** is committed to fulfilling its role as an Affirmative Action/Equal Opportunity Employer, **COUNTY** requests **JusticePoint's** vigorous support of its Affirmative Action efforts. **COUNTY's** relationship with **JusticePoint** is based upon **JusticePoint's** willingness to accept and comply with Executive Order 11246, as amended, and other federal laws requiring equal employment opportunity without regard to race, religion, color, national origin sex, disability or veteran.

## 11. RECORD RETENTION

**JusticePoint** shall cooperate with **COUNTY** in responding to public records requests. Failure to cooperate constitutes a breach of this contract. Records shall be retained in accordance with Section 2-479, Racine County Code of ordinances.

## 12. CONTRACT CONSTRUCTION AND LEGAL PROCESS

- A. **Choice of Law.** It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling.
- B. **Construction.** This agreement shall not be construed against the drafter.
- C. **Counterparts.** The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.
- D. **Entire Agreement.** The entire agreement of the parties is contained herein and this agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this agreement shall not be amended in any fashion except in writing, executed by both parties.
- E. **Execution.** This agreement has no effect until signed by both parties. The submission of this agreement to **JusticePoint** for examination does not constitute an offer. **JusticePoint** warrants that the persons executing this agreement on its behalf are authorized to do so.
- F. **Limitation of Agreement.** This agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this agreement shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or parties, including but not limited to employees or subcontractors of either of the parties. Except, where **JusticePoint** intends to meet its obligations under this or any part of this agreement through a subcontract with another entity, **JusticePoint** shall first obtain the written permission of **COUNTY**; and further, **JusticePoint** shall ensure that it requires of its subcontractor the same obligations incurred by **JusticePoint** under this agreement.
- G. **Severability.** The invalidity or un-enforceability of any particular provision of this agreement shall not affect the other provisions herein, and this agreement shall be construed, in all respects, as though all such invalid or unenforceable provisions were omitted.
- H. **Venue.** Venue for any legal proceedings shall be in the Racine County Circuit Court.

(signed) [Signature] 11/17/17  
PROVIDER'S AUTHORIZED REPRESENTATIVE DATE

(signed) \_\_\_\_\_  
COUNTY EXECUTIVE DATE

(signed) Wendy M. Christensen 12/5/17  
COUNTY CLERK DATE

(signed) [Signature] 12-17-17  
COUNTY BOARD CHAIRPERSON DATE

(Two Purchasers' signatures required for fully executed agreement)

REVIEWED BY FINANCE DIRECTOR  
[Signature] 12-14-17  
Sign Date

Date 12/22/17  
Certified to be correct as to form  
By [Signature]  
Racine County Corporation Counsel

## Exhibit A

JusticePoint staff will be working with Racine COUNTY employees and other subcontractors to deliver the following services:

### I. Pretrial Risk Assessment Program

A. Provides objective information to the Court, District Attorney's Office and defense counsel. Staff conduct interviews with pretrial defendants in jail for their Initial Court Appearance, verifies information collected by contacting collateral sources and reviewing systems such as CCAP, and entering the information into a database that prints out a report using a validated instrument.

### B. Racine COUNTY Alternatives Program (RCAP)

1. This program provides pre-trial alternatives to adult offenders who can be successfully supervised or detained in a non-jail environment as determined by the Circuit Court system. The program monitors bond conditions as established by the Court.
2. Those referred to RCAP are referred by Racine COUNTY Circuit Court judges and commissioners and must sign a binding agreement to participate. Failure to participate may result in a review of the bond conditions by the Court or may result in bail jumping charges filed by the District Attorney's Office.
  - a. **Supervised Pre-trial.** In this component, RCAP staff members monitor court-ordered bond conditions, which include, but are not limited to: alcohol and illegal drug tests, travel restrictions, curfews, general contact and the monitoring of court-ordered counseling. Frequent contact with the offender is maintained by RCAP Program.
  - b. **Home Detention.** The Court may order offenders to be supervised on Home Detention as a condition of bond. Offenders are monitored electronically or by a combination of telephone and in-person contact depending on the level of supervision required.
3. The Court Commissioners may also set other bond conditions such as drug testing, curfews, and electronic monitoring. Admission into the program consists of an interview with an assigned case manager who reviews the defendant's criminal history, current case status and social and family history. The case manager reviews the program requirements.
4. Participants are expected to comply with all program requirements and usually participate for three to six months. Specifically, participants are required to comply with the following:
  - a. Attend all scheduled court hearings and appointments.
  - b. Cooperate with all program requirements, which may include weekly office visits.
  - c. Abstain from the use of alcohol and/or illegal drugs.
  - d. Be available for random alcohol or drug testing.
  - e. Contribute \$50.00 for the cost of the program.
5. Referrals for RCAP occur in the following manner:
  - a. Referrals can be made from a Racine COUNTY Circuit Court Judge or Commissioner.
  - b. After referral from any of the above, an intake interview is arranged with JusticePoint staff during which the client signs an agreement to comply with the program requirements. This is done in a timely manner, after the referral is made.
  - c. The client is placed in the designated program component(s) and compliance is monitored.
  - d. JusticePoint staff will report to the Court any non-compliance for those court-ordered through bond conditions.
6. Characteristic Duties and Responsibilities:

- a. Perform intake of all clients referred by the Racine **COUNTY** Circuit Court; monitor clients' cooperation with the orders and program requirements; and report to the jail or court as required.
  - b. Assess jail detainees referred for participation in the electronic monitoring program within twenty-four hours or less; make recommendation for participation, when asked; arrange for the installation of the required equipment; respond to program violations; and report to the jail or court as required. **JusticePoint** shall provide electronic monitoring units equipped with alcohol monitoring capability to meet the Court orders.
  - c. Conduct face-to-face interviews inside the Racine **COUNTY** Jail and also at the program site; complete required documents and assign the client to appropriate work site or agency.
  - d. Monitor the client until imposed alternatives are satisfied.
  - e. Submit reports on individual progress as required.
  - f. Make all appropriate follow-up contact as necessary.
  - g. Utilize the Racine County provided database/information system to maintain an accurate database of participants in the program and their level of compliance.
7. **JusticePoint** is responsible to monitor or provide services as ordered by the Circuit Court system. This includes, but is not limited to, such conditions as electronic monitoring as well as drug and alcohol testing. Unless waived by a presiding judge, participants will be required to pay for all fees associated with these conditions.
8. Participants required to be tested for alcohol or illegal drugs may be tested at **JusticePoint's** site or at a local laboratory. Results need to be obtained as quickly as possible. Also, participants need to be tested randomly, but regularly. Dates and results of all drug tests must be noted in individual reports submitted to the courts or the jail. The fees will vary depending on how the service **JusticePoint** chooses to provide testing. **JusticePoint** must utilize a lab for all confirmation testing that is acceptable to the courts. **JusticePoint** staff must be properly trained and certified to complete on-site substance use testing with evidentiary equipment.
9. Participants in the GPS/SCRAM monitoring component of the RCAP program will be held responsible for all monitoring equipment and any damages that may occur. However, it is **JusticePoint's** responsibility to enforce this. Participants will reimburse Racine **COUNTY** a daily fee while on GPS or other monitoring tools other than case management. **JusticePoint** must provide enough GPS/SCRAM equipment to meet the court's demand based on bond conditions.

## II. Treatment Court Alcohol and Drug Monitoring

- A. Every Treatment Court Participant will be ordered to have random alcohol and drug testing:
1. Develop a random testing schedule, update the electronic notification system in order to inform participant of the monitoring schedule.
  2. Meet with the participant on a regular schedule.
  3. Develop a random testing schedule, update the on-line and phone-in schedule information to inform participant of the monitoring schedule.
  4. Drug Court participants shall have random observed alcohol and urine drug screen testing. Results reported to Treatment Court Coordinator.
  5. Veterans Court participants shall have random observed alcohol and oral drug screen testing. Results reported to Treatment Court Coordinator.
  6. Place participants on electronic monitoring (GPS/CAM) as directed by Treatment Court Coordinator. Monitor participants and report progress to Treatment Court Coordinator.
  7. Maintain daily reporting sign-in log (Treatment Court sanction)
  8. Coordinate activities with the Treatment Court Coordinator.
- B. Hours and Days of Operation

Provider will establish random testing hours. Evening and weekend hours are also required, but on a very reduced basis to be agreed to between **JusticePoint** and **COUNTY**.

### III. **General Responsibilities**

- A. All reports, drawings and other work generated by **JusticePoint** pursuant to the work described in the contract shall become the property of the **COUNTY**. **JusticePoint** shall retain any record required to be kept on behalf of **COUNTY** for a period of not less than seven (7) years unless a shorter period of retention is authorized by applicable law or for a longer period of time if required by law. It is understood that in the event this agreement terminates for any reason, **COUNTY**, at its option may take ownership of all records created for the purpose of providing and facilitating provision of services under the agreement. If, as the result of the expiration or termination of the agreement, **JusticePoint** discontinues services provided under this agreement to any client who continues to require such service, **COUNTY** shall have the right to take immediate physical custody of any of the client's records that are necessary to facilitate the transition of services to another provider of such service, including, but not limited to all documents electronic data, products and services prepared or produced by **JusticePoint** under the agreement.
- B. **JusticePoint** warrants and represents that it is qualified by training and experience and is able to prepare and furnish the work set forth herein.
- C. No otherwise qualified person shall be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination in any manner on the basis of race, color, national origin, religion, sex, disability or age. This policy covers eligibility for and access to service delivery and treatment in all programs and activities.
- D. All staff of **JusticePoint** who needs access to the Racine **COUNTY** Jail shall have a background check conducted by the Racine **COUNTY** Jail prior to starting assignment. The Racine **COUNTY** Sheriff's Office has the right to restrict access to the Racine **COUNTY** Jail, to maintain the safety and security of the facility and the people in it.
- E. All **JusticePoint** staff who need access to the Racine **COUNTY** Jail shall follow all jail rules and regulations, and any state or federal regulations that govern the jail.
- F. All **JusticePoint** staff that work in the Racine **COUNTY** Jail may have to attend an orientation/PREA training prior to having access to the Racine **COUNTY** Jail.
- G. No otherwise qualified person shall be excluded from employment, be denied the benefits of employment or otherwise be subject to discrimination in employment in any manner or term of employment on the basis of age, race, religion, color, sex, national origin, or ancestry, handicap (as defined in Section 504 and the Americans with Disabilities Act (ADA), physical condition, developmental disability [as defined in s.5105(5)], arrest or conviction record (in keeping with s.111.32); sexual orientation, marital status or military participation. All employees are expected to support goals and programmatic activities relating to non-discrimination in employment.
- H. A condition of all contracts is the availability of federal, state and **COUNTY** funds. Reduction in availability of funds during the course of the contract year may affect individual contract allocations and require revision or termination of the contract.
- I. **JusticePoint** shall meet and remain in compliance with all applicable statutes, regulations and required program standards identified by state, deferral and **COUNTY** laws, rules, and regulations. If unable to meet any of the rules and regulations, it is the responsibility of **JusticePoint** to notify Racine **COUNTY** immediately.
- J. **JusticePoint** shall comply with all applicable state certification and licensing requirements as well as state, local and municipal zoning laws and ordinances when applicable. **JusticePoint** must provide copies of the certification and licensing approval to Racine **COUNTY**.



- K. The use or disclosure by any part of any information concerning eligible clients who receive services from **JusticePoint** for any purpose not connected with the administration of **JusticePoint** and **COUNTY**'s responsibilities under this agreement is prohibited except with the informed written consent of the client or the client's legal guardian.
- L. **JusticePoint** agrees to assist **COUNTY** in promptly fulfilling any public records request, in the manner determined by **COUNTY**, of a record not protected by a law requiring confidentiality that **JusticePoint** keeps or maintains on behalf of **COUNTY**.
- M. **JusticePoint** agrees to comply with all pertinent federal and state statutes, rules, regulations and **COUNTY** ordinances related to confidentiality. Client specific information including, but not limited to information which would identify any of the individuals receiving services under the Racine **COUNTY** Alternatives Program, shall be exchanged between the parties but shall otherwise at all times remain confidential and shall not be disclosed to any unauthorized person, forum, or agency except as permitted or required by law.