

# final minutes

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## **Criminal Justice Policy Commission Meeting**

9:00 a.m. • Wednesday, December 7, 2016

Senate Appropriations Room • 3<sup>rd</sup> Floor State Capitol Building

100 N. Capitol Avenue • Lansing, MI

### **Members Present:**

Senator Bruce Caswell, Chair  
Stacia Buchanan  
Representative Vanessa Guerra  
D. J. Hilson  
Kyle Kaminski  
Sheryl Kubiak  
Barbara Levine  
Sarah Lightner  
Laura Moody  
Sheriff Lawrence Stelma  
Judge Paul Stutesman  
Andrew Verheek  
Judge Raymond Voet  
Representative Michael Webber

### **Members Excused:**

Senator Patrick Colbeck  
Senator Bert Johnson  
Jennifer Strange

### **I. Call to Order and Roll Call**

The Chair called the meeting to order at 9:00 a.m. and asked the clerk to take the roll. A quorum was present, and absent members were excused.

### **II. Approval of November 2, 2016 Meeting Minutes**

The Chair asked members if there are any changes or additions to the proposed November 2, 2016 CJPC meeting minutes. There were none. Commissioner Hilson moved, supported by Commissioner Verheek, to approve the minutes of the November 2, 2016 meeting as proposed. There was no further discussion. The minutes were approved by unanimous consent.

### **III. Letter of Intent Discussion**

The Chair shared a proposal he received from KMS Consulting to conduct an analysis of programs that are effective in reducing recidivism. The Chair disclosed that his son works for KMS Consulting. Questions from Commission members followed. Commissioner Verheek asked questions about the proposal's focus on opioid addiction, accreditation, and evidence-based program documentation. Commissioner Kubiak commented that it would be interesting to see an example of their work product and noted that MDOC has the data to conduct some sort of evaluation of the programs they use, but an analysis of community correction programs has been neglected. A discussion of the Commission recommending that any agency that provides substance abuse services be certified followed and moved to a discussion of the type of data needed to conduct a solid recidivism study.

The Chair asked if there has been any further discussion of the collection of jail data from the counties that do not currently submit data to Appriss and asked if it would be helpful to have the Speaker and the Senate Majority Leader encourage a quick ruling from the State's legal team on whether the information collected in MI-VINE can be moved to the JusticeXChange system. After discussion, no further action will be taken at this point. A sample of a work product will be requested from KMS Consulting.

### **IV. RFP for Study of County Costs to Redirect 17-Year-Olds to Juvenile Justice System**

The Chair asked Grady Bridges to provide an overview of the proposed Request for Proposal (see attachment.) An amendment to require bidders to not have publicly taken a stance on or advocate for issues or policies regarding juvenile justice reform was also presented. The timeline of the proposal's release, submission of bids, and the vetting process were then discussed. A suggestion of delaying the release of the RFP until January 1 was made by Commissioner Kubiak to allow more time to refine the questions so they are slightly more prescriptive in what the study is looking for and the degree of specificity of what information we want back. The questions in the RFP are as follows:

1. 17-year-olds would now be required to have in-home services under the legislation. How much will the cost of shifting 17-year-olds to these services cost each county?

2. Counties currently pay for the adjudication and incarceration of 17-year-olds who are arrested. How much does each county currently pay per 17-year-old per year?
3. There is a requirement in the legislation that 17-year-olds be segregated from the adult population. How much will it cost each county to comply with these requirements?
4. The study must establish the average costs for counties and their capacity to accommodate each of the following interventions for 17-year-old offenders by taking into consideration all costs and savings for courts (courthouse security, staffing for prosecutors and judges, juvenile defense), jails, juvenile detention facilities, and providing appropriate programming:
  - (a) Juvenile Probation or a similar program that allows the offender to remain in their home while being supervised and participating in programming. The cost for this intervention includes supervision, programming, court costs, etc.
  - (b) Placement in a custodial juvenile facility. The cost of this intervention includes the cost of placement, court costs, etc.
  - (c) Adult probation/specialty court diversion that allows the offender to remain in the community under supervision. The cost of this intervention includes the cost of supervision, programming costs (Community Corrections), court costs, etc.
  - (d) Placement in an adult correctional facility (jail or prison). The cost of this intervention includes the cost of incarceration, court costs, etc.
5. Describe the variation in approaches, by county, to crimes committed by 17-year-olds in terms of diversion, adjudication, treatment, and confinement.
6. What will the financial impact be on the Department of Corrections if it is prohibited from housing prisoners under the age of 18?
7. What will the financial impact be on the Department of Corrections if it remains responsible for housing prisoners under the age of 18, but is prohibited from housing them in the same facility as prisoners 18-years-old or older?
8. What will the financial impact be on the Department of Health and Human Services if it becomes responsible for housing 17-year-olds in a secure juvenile setting?

After further discussion, questions 1 and 2 will be written to require information from an average grouping of counties based on size similar to how the Sheriffs' Association groups jails. Question 3, will be clarified so that the segregation information is needed for each county and will be divided into two different categories—1) sight and sound, and 2) separate facilities. Question 4 will ask each county to supply the information. Question 5 will ask for information by group. Questions 6, 7, and 8 will encourage the use of the judicial data warehouse. Question 8 will be rewritten as: What will the financial impact be on the Department of Health and Human Services if it becomes responsible for housing, in a secure juvenile setting, everyone under 18-years-old who is currently housed in jails and prisons?

Grady will have the changes to the RFP ready by December 16 and Commission members need to respond within one week so the RFP is ready to be released by January 1. The data subcommittee will be meeting on December 14 and will be available to answer any questions Grady may have.

The level of vetting regarding the requirement for an unbiased contractor and how broadly the requirement is applied was discussed.

## **V. Mental Health Subcommittee**

### **1. Mental Health Subcommittee Update**

The Chair called on Commissioner Lightner for an update. She reported she has a follow-up meeting set up with her local prosecutor regarding diversion programs and mental health and substance abuse issues within her local county. She noted that Commissioner Strange should have more to report next month and she should have more information on programming in March. She also has forwarded some information on the raise the age issue. The Chair asked the subcommittee to work on a recommendation to that deals with improving the relationship between community mental health agencies and the jails.

**2. Discussion of Mental Health Policy Recommendation**

The Chair opened a discussion of the mental health policy recommendation proposed and amended at the October 5, 2016 CJPC meeting. **Commissioner Lightner moved, supported by Commissioner Hilson, to approve the following recommendation: "The Commission recognizes that there is a significant amount of incarcerated persons with mental illness, who are at times routed to the criminal justice system due to a lack of immediate and accessible crisis intervention services. The Commission recommends that the creation of local or regional crisis centers and crisis intervention training for local law enforcement agencies be supported as a viable option for stabilization of mental health crises and that this venture is a partnership between local and state governments. Compassion for those people with mental health issues is of importance, but must also be balanced with the safety of the community and the sharing of financial burden by state and local governments for providing such services."**

**There was no further discussion. The motion prevailed by unanimous consent.**

**Yeas—10**

**Senator Caswell  
Commissioner Hilson  
Commissioner Kaminski  
Commissioner Kubiak  
Commissioner Levine  
Commissioner Lightner**

**Commissioner Moody  
Commissioner Stelma  
Judge Stutesman  
Commissioner Verheek**

**Nays—0**

**VI. Data Subcommittee**

**1. Data Subcommittee Update**

Commissioner Kubiak had no update to report except that there was a discussion with Grady that the straddle cell study would become a priority after the 17-year-old study RFP is completed.

**2. CJPC Data Requirements Template**

The Chair noted that at the last meeting he had asked members to rate the CJ data requirements template questions into high, medium and low categories to enable the Commission to decide which questions to tackle first. Commissioner Levine commented that she had misunderstood the assignment and thought her previous ranking was adequate. She also expressed her preference to follow the legislative mandate especially as it relates to disparity and she hopes the Commission keeps that in mind. The Chair extended the time for members to submit their rankings to December 16 and moved the discussion of this agenda item to the next meeting.

**VII. Commissioner Comments**

The Chair asked if there were any other comments from the Commissioners. Grady encouraged members to keep in mind that getting a data set ready to answer one question that is ranked as a high priority, may be used to answer another question that is not ranked as high. Commissioner Kaminski asked if the goal is to ask questions that can be answered as he noticed that some of the questions will be nearly impossible to answer. Commissioner Stelma encouraged member to focus on statewide issues and not local issues. Commissioner Lightner will not be available for the March, April, and July meeting.

The Chair will have Susan send an email to the Senate Majority Leader, the Speaker of the House, and the Governor to request that members who have terms that will be expiring at the end of this year and during 2017 be reappointed to the Commission. The Chair also thanked the Commissioners for their hard work and service.

**VIII. Public Comments**

The Chair asked if there were any public comments. There were none.

**IX. Next CJPC Meeting Date**

The next CJPC meeting is scheduled for **Wednesday, January 4, 2017, at 9:00 a.m. in the Senate Appropriations Room, 3<sup>rd</sup> Floor of the State Capitol Building.**

**X. Adjournment**

There was no further business. The Chair adjourned the meeting at 11:32 a.m.

*(Approved at the January 4, 2017 Criminal Justice Policy Commission meeting.)*



Our People: Your Success

Proposal Goal: Obtain funding from a 3<sup>rd</sup> party foundation to identify effective programs, and combinations of programs, that curb recidivism among opioid users.

## MOTIVATION

An estimated 70% of Michigan felonies are committed under the influence of drugs.<sup>1</sup> A 2007 study estimated that each year one-third of heroin users spend time in a correctional facility.<sup>2</sup> Since this study, the country's heroin and opioid problem has grown via increased number of opioid prescriptions and the subsequent tighter control on pharmaceuticals. While Michigan has instituted programs, such as drug courts, to treat opioid addiction outside of the prison system, it is inevitable that opioids remain an issue for offenders within prison and upon release.

In the state of Michigan, a little less than one-third of prisoners recidivate within three years of release. The Michigan Prisoner ReEntry Initiative, and the COMPAS risk assessment in particular, seeks to reduce recidivism by identifying risk factors; such as opioid addiction. Once identified drug risk factors are treated via offender programming. However, there is little understanding over the impact on recidivism for a particular program or the relative impact of two comparable programs. In addition, the COMPAS tool provides a recommended set of programs to treat risk factors, yet does not identify the marginal impact of adding or removing a particular program. In an environment where program access is restricted by location, class size, and cost, it is imperative that offenders be allocated programs based on the expected impact.

The impact of opioid related recidivism touches offenders, families, the public, and state budgets. According to PEW 1 in 28 children have a parent behind bars. Inefficient allocation of opioid programing results higher recidivism rates and fails the families and children of offenders. Inefficient allocation of opioid and supporting programs results in higher recidivism rates, higher crime, and a less safe public environment. Inefficient allocation of opioid and supporting programs results in a higher prison population. It costs approximately \$35,000 to house an offender for one year. Reducing recidivism by just 5 points can reduce costs by an estimated \$35 million in Michigan.<sup>3</sup>

## PROPOSAL OVERVIEW

KSMC will work with the Michigan Department of Corrections to identify the most effective combinations of treatment programs for offenders; given their specific risk factor and criminal history. Effectiveness will be measured by estimating treatment effects of program treatment combinations on the likelihood of recidivism, number of offenders receiving treatment, and overall cost of treatment. The goal of the project will be to increase the efficacy of offender programming through the use of statistical analysis to: alter current recommendation practices, create new treatment options (by bundling existing programs), and/or prohibit the delivery of ineffectual programs either individually or in tandem.

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<sup>1</sup> Shelton, Honorable Donald E. 2007. "A Database of Persons Convicted of Felonies in Washtenaw County, Michigan, 1990-2007." Master's Theses and Doctoral Dissertations. Paper 235. <http://commons.emich.edu/theses/235>.

<sup>2</sup> Boutwell AE, Nijhawan A, Zaller N, Rich JD. 2007. Arrested on heroin: a national opportunity. *Journal of Opioid Management*. 3:328-32.

<sup>3</sup> [https://www.michigan.gov/documents/snyder/Reinventing\\_Prisoner\\_Re-Entry1Pager\\_489600\\_7.pdf](https://www.michigan.gov/documents/snyder/Reinventing_Prisoner_Re-Entry1Pager_489600_7.pdf)

**RELATED WORK**

KSMC found individual programs have a significant difference in their ability to impact Indiana recidivism. This work identified effective and ineffective programs, as well as combinations of programs, by offender characteristics; such as offenders with a drug history. For more information on KSMC's work in the state of Indiana please contact John Roach [jroach@ksmconsulting.com](mailto:jroach@ksmconsulting.com) or visit our success story at: <https://www.ksmconsulting.com/case-study/state-indiana-reducing-criminal-recidivism/>

**State of Michigan  
Legislative Council  
Criminal Justice Policy Commission**

**Request for Proposal**

Proposal Number: 2016-XX  
Issue Date: December 16, 2016  
Proposal Deadline: January 31, 2017, at 5:00 PM

Proposals Shall Be Delivered To:

**Jennifer Dettloff, Council Administrator  
Legislative Council  
P.O. Box 30036  
Boji Tower – 4th Floor  
124 West Allegan  
Lansing, MI 48909-7536**

**I certify that I am authorized to offer this proposal on behalf of the entity indicated below to furnish services and materials in strict accordance with the requirements and instructions in this Request for Proposal; that the prices quoted in the proposal are correct; and that the proposal will not be withdrawn or changed for the 45-day period beginning January 31, 2017.**

\_\_\_\_\_  
Signature (in ink)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Representing - (list name of entity represented and its address):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Federal I. D. Number

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DRAFT

## **PART I - GENERAL INFORMATION FOR BIDDERS**

### **A. INTRODUCTION**

This Request for Proposal (RFP) provides interested bidders with information to prepare and submit proposals for consideration by the Legislative Council, State of Michigan (Council), and the Criminal Justice Policy Commission (CJPC). This RFP is composed of the following: **PART I -General Information for Bidders, PART II -Project Information , PART II -C.117-year-olds would now be required to have in-home services under the legislation. How much will the cost of shifting 17-year-olds to these services cost each county?**

1. Counties currently pay for the adjudication and incarceration of 17-year-olds who are arrested. How much does each county currently pay per 17-year-old per year?
2. There is a requirement in the legislation that 17-year-olds be segregated from the adult population. How much will it cost each county to comply with these requirements?
3. The study must establish the average costs for counties and their capacity to accommodate each of the following interventions for 17-year-old offenders by taking into consideration all costs and savings for courts (courthouse security, staffing for prosecutors and judges, juvenile defense), jails, juvenile detention facilities, and providing appropriate programming:
  - (a) Juvenile Probation or a similar program that allows the offender to remain in their home while being supervised and participating in programming. The cost for this intervention includes supervision, programming, court costs, etc.
  - (b) Placement in a custodial juvenile facility. The cost of this intervention includes the cost of placement, court costs, etc.
  - (c) Adult probation/specialty court diversion that allows the offender to remain in the community under supervision. The cost of this intervention includes the cost of supervision, programming costs (Community Corrections), court costs, etc.
  - (d) Placement in an adult correctional facility (jail or prison). The cost of this intervention includes the cost of incarceration, court costs, etc.
4. Describe the variation in approaches, by county, to crimes committed by 17-year-olds in terms of diversion, adjudication, treatment, and confinement.
5. What will the financial impact be on the Department of Corrections if it is prohibited from housing prisoners under the age of 18?
6. What will the financial impact be on the Department of Corrections if it remains responsible for housing prisoners under the age of 18, but is prohibited from housing them in the same facility as prisoners 18-years-old or older?
7. What will the financial impact be on the Department of Health and Human Services if it becomes responsible for housing 17-year-olds in a secure juvenile setting?

Proposal Requirements and Format, **PART IV -Contract Provisions**. Bidders are encouraged and expected to read through the entire RFP before preparing a response to this RFP. To be considered for award of the contract, each Bidder must submit a complete narrative response to this RFP. Proposals must be submitted to the address indicated.

#### **B. ISSUING OFFICE**

The Legislative Council Administrator or his or her designee is the sole point of contact with regard to this Contract. The Authorized Representatives, collectively, are the only individuals authorized to change, modify, amend, alter, clarify, etc., the specifications, terms, and conditions of this Contract. The Legislative Council Administrator will remain the sole point of contact until such time as the Legislative Council Administrator shall direct otherwise in writing. All communications and questions concerning this procurement and contractual matters relating to this Contract shall, unless otherwise directed, be addressed to:

Jennifer Dettloff, Council Administrator

Legislative Council

Boji Tower – 4<sup>th</sup> Floor, 124 W. Allegan  
Lansing, Michigan 48933

Telephone: (517) 373-0212

#### **C. CONTRACT ADMINISTRATOR**

The person named below, or his or her designee, will monitor and coordinate the activities for the Contract on a day-to-day basis during its term. Monitoring and coordinating Contract activities does not imply the authority to change, modify, clarify, amend, or otherwise alter the prices, terms, conditions and specifications of the Contract. The Authorized Representatives, collectively, are the only entity authorized to change, modify, amend, alter or clarify the prices, specifications, terms and conditions of this Contract.

Grady Bridges

Criminal Justice Policy Commission

Boji Tower – 4<sup>th</sup> Floor, 124 W. Allegan

Lansing, Michigan 48933

Telephone: (517) 373-1029

#### **D. AMENDMENT TO THE RFP**

In the event it becomes necessary to revise any part of this RFP, addenda will be provided to all bidders.

## **E. INQUIRIES**

Questions that arise as a result of this RFP must be submitted in writing (e-mail would be acceptable) to the Legislative Council. **All questions must be submitted on or before January 23, 2017** to Grady Bridges at [gbridges@legislature.mi.gov](mailto:gbridges@legislature.mi.gov) or sent to:

Grady Bridges, Data Administrator  
Criminal Justice Policy Commission  
P.O. Box 30036  
Boji Tower – 4<sup>th</sup> Floor  
124 West Allegan  
Lansing, MI 48909-7536

## **F. RESPONSE DATE**

To be considered, the proposal must arrive at the Legislative Council, 4<sup>th</sup> Floor Boji Tower, 124 W. Allegan, Lansing, MI 48909, on or before **January 31, 2017, at 5:00 p.m.** Bidders who mail proposals should allow adequate delivery time to ensure timely receipt of their proposals.

## **G. PROPOSALS**

To be considered, bidders must submit a complete response to this RFP, using the format provided in Part III. Each proposal must be submitted in three written copies and one electronic format (CD-ROM or USB Flash Drive) copy to the issuing office. Proposals must be signed by an official authorized to bind the bidder to its provisions. The proposal must remain valid for at least 45 days from January 31<sup>st</sup>, 2017. A Bidder shall not distribute copies of any proposal made in response to this RFP to any other person or entity prior to the notification of the selection of the winning Bidder.

## **H. DISCLOSURE OF PROPOSAL CONTENTS**

Cost and price information provided in proposals will not be discussed with competitors. All other material submitted becomes the property of the Legislative Council and may be returned only at the Council's option. Proposals submitted may be reviewed and evaluated by any person other than competing Bidders at the discretion of the Council. The Council has the right to use any or all ideas presented in any reply to the RFP. Selection or rejection of the proposal does not affect this right.

## **I. CONTRACT AWARD**

The contract entered into will be the contract deemed most advantageous to the Legislative Council. The Legislative Council reserves the right to consider proposals or modifications to proposals received at any time before the award is made, if such action is in the best interest of the Legislative Council.

## **J. STANDARD CONTRACT**

The selected Bidder will be expected to enter into a contractual agreement with the Council. The contract shall not become effective until it has been signed by the **Council Administrator** and shall include, but not limited to, the provisions within Part IV of this RFP. Failure of the successful bidder to accept these obligations may result in cancellation of the award. All contracts, once executed, shall be a matter of public record and available to interested members of the public.

#### **K. REJECTION OF PROPOSALS**

The Legislative Council reserves the right to reject any and all proposals received as a result of this RFP, or to negotiate separately with any source whatsoever in any manner necessary to serve the best interest of the Legislative Council. This RFP is made for informational or planning purposes only. The Legislative Council does not intend to award a contract solely on the basis of any response made to this request or otherwise pay for the information solicited or obtained.

#### **L. INCURRING COSTS**

The Legislative Council is not liable for any cost incurred by the prospective contractors prior to issuance of the contract.

#### **M. ECONOMY OF PREPARATION**

Proposals should be prepared simply and economically, providing a straightforward, concise description of the bidder's ability to meet the requirements of the RFP. Emphasis should be on completeness and clarity of content.

#### **N. ORAL PRESENTATION**

Bidders who submit a proposal may be required to make an oral presentation of their proposal to the Legislative Council. The presentation provides an opportunity for the bidder to clarify his/her proposal to ensure thorough mutual understanding. If necessary, the Legislative Council will schedule the presentations.

#### **O. PRIME CONTRACTOR RESPONSIBILITIES**

The selected Contractor is the prime contractor and assumes all contractual obligations under any contract that results from this RFP. The Contractor shall be the sole contact for the Legislative Council regarding contractual matters, including payments. The Contractor may not subcontract any work under the contract, unless the Legislative Council, in writing, agrees to the subcontracting of a specified task to a specified entity. Before the Legislative Council agrees to the subcontracting of any duty required of the Contractor, the Contractor shall supply the Legislative Council, in writing, with the name, address, and contact person of the prospective subcontractor; a complete description of the work to be subcontracted; a description of the prospective subcontractor's area of expertise; and any other information regarding the subcontractor that the Legislative Council has requested. The Contractor, as the prime contractor, is totally responsible for adherence by subcontractors to all provisions of the contract and for all payments to subcontractors.

#### **P. INDEPENDENT CONTRACTOR STATUS**

The selected contractor will act as an independent contractor in the performance of duties under the contract reached between the contractor and the Legislative Council. Accordingly, the selected contractor will be responsible for payment of all taxes, including federal, state, and local taxes, arising out of the selected contractor's activities in accordance with a contract, including by way of illustration but not limitation, federal and state income tax, social security tax, unemployment insurance tax, and any other tax or business license fee as required.

#### **Q. CONTRACT PAYMENT SCHEDULE**

The Legislative Council shall make payments to the selected contractor as negotiated in the written contract. Payment will be made contingent upon submission of timely and complete reports and satisfactory progress on the evaluation as outlined in the evaluation design and schedule of activities. Payments are reimbursement for invoices submitted by the bidder.

#### **R. ACCOUNTING RECORDS**

The Contractor shall maintain accounting records and evidence pertaining to work performed under any contract that results from this RFP in accordance with generally accepted principles of accounting, as interpreted by the Legislative Council. Records shall be made available, upon request, to the Legislative Council or the Michigan Legislative Auditor General during the contract period and any extensions thereof and for three years from the expiration date of any contract that results from this RFP.

#### **S. NEWS RELEASES**

News releases pertaining to this RFP on the service, study, or project to which it relates shall not be made without prior approval by the Legislative Council.

#### **T. DISCLOSURE OF CONFIDENTIAL INFORMATION**

Subject to the applicable statutory exemptions, all proposals responding to this RFP and any contract that results from this RFP are subject to the Freedom of Information Act, 1976 PA 442.

The following information obtained by the Contractor or any subcontractor in the implementation of any contract that results from this RFP or obtained by any Bidder in making a proposal under this RFP shall be kept confidential and shall not be disclosed without the written approval of the Legislative Council and then only to persons designated by the Legislative Council:

1. Information that relates to past, present, or future research, development, business activities, services, technical and other knowledge of the Michigan Legislature, their agencies, officers, and employees;
2. Information identified as confidential by the Michigan Constitution of 1963, statute, Senate Rules, House Rules, Joint Rules, Legislative Service Bureau policies, Senate Majority Leader policies, House Speaker policies or Court Rule;
3. Any other information obtained by the Contractor or any subcontractor in the implementation of any contract that results from this RFP.

The Contractor shall require its employees and officers to abide by the contractual obligations concerning confidentiality. The Contractor shall inform any subcontractor of the contractual obligations concerning confidentiality and shall require all subcontractors to adhere to the obligations of confidentiality.

Upon the complete performance of any contract that results from this RFP, the making of a proposal, or a request of the Council Administrator, the information described above shall be immediately returned to the Council Administrator or be destroyed, as required by the Council Administrator.

A violation of the contractual obligation outlined in this section, including a failure to return or destroy information, entitles the Council to the damages it incurs due to that violation. In addition, the Council

may impose a ban on the Bidder being awarded a contract for the project; may impose a ban on the Contractor or Bidder bidding on future RFPs of the Council; and may release information to the Department of Management and Budget and the legislatures of other states detailing the circumstances of the violation.

#### **U. DATA RESPONSIBILITIES**

Prior to accessing data through the CJPC and/or the Michigan Department of Corrections (MDOC), the contractor must agree:

1. To keep all data confidential;
2. That the data are at all times property of the CJPC and/or the MDOC;
3. That if the contractor accesses the state's computer system, the contractor must comply with all safety and security protocols as set forth by the Michigan Department of Technology, Management, and Budget;
4. That the contractor must permit the CJPC and MDOC to review the data, methodology used, and the purported results before they are made public;
5. That if the CJPC and/or MDOC does not agree with the contractor's results, the CJPC and/or MDOC has the option to provide a written disclaimer to all of the published results.

## **PART II - PROJECT INFORMATION**

### **A. PURPOSE OF EVALUATION**

The purpose of this RFP is for the Legislative Council, State of Michigan, to solicit bids for a study to determine what additional estimated annual costs to Michigan counties would be if 17-year-olds were redirected from the adult court and correctional systems into the family court and juvenile justice systems and the estimated savings to the state corrections system, as well as any other financial or policy costs and benefits, from such a redirection.

### **B. REPORTING**

The contractor will be required to submit monthly reports to the Legislative Council within the time frames agreed upon by the Legislative Council and the contractor. Monthly reports will document accomplishments, problems encountered, significant findings, and activities planned for the next quarter. It is also expected that the Contractor will regularly inform Council staff of the progress of his/her work and be available for periodic meetings to discuss work activities.

### **C. REQUIRED PRODUCT**

The Contractor shall be expected to provide a draft report no later than December 1, 2017, and meet with the Council staff to discuss its findings, conclusions, and recommendations to be included in the Contractor's final report. A final report shall be provided to the Council no later than **January 31, 2018** and must answer the following questions at a minimum:

1. 17-year-olds would now be required to have in-home services under the legislation. How much will the cost of shifting 17-year-olds to these services cost each county?
2. Counties currently pay for the adjudication and incarceration of 17-year-olds who are arrested. How much does each county currently pay per 17-year-old per year?
3. There is a requirement in the legislation that 17-year-olds be segregated from the adult population. How much will it cost each county to comply with these requirements?
4. The study must establish the average costs for counties and their capacity to accommodate each of the following interventions for 17-year-old offenders by taking into consideration all costs and savings for courts (courthouse security, staffing for prosecutors and judges, juvenile defense), jails, juvenile detention facilities, and providing appropriate programming:
  - (a) Juvenile Probation or a similar program that allows the offender to remain in their home while being supervised and participating in programming. The cost for this intervention includes supervision, programming, court costs, etc.
  - (b) Placement in a custodial juvenile facility. The cost of this intervention includes the cost of placement, court costs, etc.
  - (c) Adult probation/specialty court diversion that allows the offender to remain in the community under supervision. The cost of this intervention includes the cost of supervision, programming costs (Community Corrections), court costs, etc.

- (d) Placement in an adult correctional facility (jail or prison). The cost of this intervention includes the cost of incarceration, court costs, etc.
- 5. Describe the variation in approaches, by county, to crimes committed by 17-year-olds in terms of diversion, adjudication, treatment, and confinement.
- 6. What will the financial impact be on the Department of Corrections if it is prohibited from housing prisoners under the age of 18?
- 7. What will the financial impact be on the Department of Corrections if it remains responsible for housing prisoners under the age of 18, but is prohibited from housing them in the same facility as prisoners 18-years-old or older?
- 8. What will the financial impact be on the Department of Health and Human Services if it becomes responsible for housing 17-year-olds in a secure juvenile setting?

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## **PART III - PROPOSAL REQUIREMENTS AND FORMAT**

### **A. COMPLETE PROPOSAL**

To be eligible for the award of the contract, each Bidder must submit a complete response to this RFP. A Bidder shall not distribute copies of any proposal made in response to this RFP to any other person or entity prior to the notification of the selection of the winning Bidder.

### **B. AUTHORIZING OFFICIAL**

Proposals must be signed by an official authorized to bind the bidder. Bidders must submit **three** copies of the proposal to the Legislative Council. The proposal must remain valid for at least forty-five (45) days after **January 31, 2017**.

### **C. PROPOSAL SUBMITTAL**

Bidders must submit, in one sealed envelope, three written copies of the Bidder's proposal and one electronic format (CD-ROM or USB Flash Drive). To be considered, proposals must be received at the Legislative Council, P.O. Box 30036, 124 W. Allegan, Lansing, MI 48909-7536, on or before 5:00 p.m. EST, **January 31, 2017**. Proposals received after this time will not be considered. Proposals should be addressed to:

Jennifer Dettloff, Council Administrator  
Legislative Council  
P.O. Box 30036  
Boji Tower – 4<sup>th</sup> Floor  
124 West Allegan  
Lansing, MI 48909-7536

### **D. INFORMATION REQUIRED FROM THE BIDDER**

Bidder proposals must be submitted in the format outlined below. To be considered, the proposal must respond to all requirements in this part of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal.

1. **Cover Sheet** - Bidders must complete, sign, and return the cover sheet sent with this RFP.
2. **Statement of the Problem** – Bidders must state in succinct terms your understanding of the problem presented and the services required by the RFP.
3. **Work Plan** - Bidders must submit a detailed explanation of how the bidder will accomplish the tasks listed under the Reporting heading, including a work plan with tasks and a time line. The bidder must also submit a detailed explanation of how the bidder would design the evaluation, conduct the analyses (including the type of analyses used), and issue the final report in the time afforded.
4. **Prior Experience** - Submit a brief list of projects that the bidder has or is leading that illustrate the bidder's ability to successfully conduct this study. Briefly describe each project and any collaborating partners. Projects provided should demonstrate the bidder's experience in working

with data from multiple databases as well as conducting cost-benefit analysis. Relevant studies or projects referred to should be identified with the name of the customer shown, including the name, address, and telephone number of the responsible official of the customer, company, or agency who may be contacted.

5. **Personnel** - Include the number of executive and professional personnel by skill and qualification that will be employed in the work. Show where these personnel will be physically located during the time they are engaged in the work. Indicate which of these individuals you consider key to the successful completion of the study or project. Identify key individuals by name and title. Indicate the amount of dedicated management time for the bidders' project manager and other key individuals.
6. **Subcontractors** - List here all subcontractors; include firm name and address, contact person, complete description of work to be subcontracted. Include descriptive information concerning subcontractor's organization and abilities.
7. **Cost Analysis** - Submit a detailed narrative to explain the proposed costs. The information requested in this section is required to support the reasonableness of your quotation and is for internal Council use only.
  - (a) **Direct Labor Costs** - Itemize so as to show the following for each category of personnel with a different rate per hour:
    - (i) Category (e.g., partner, project manager, analyst, senior auditor, research associate)
    - (ii) Estimated hours
    - (iii) Rate per hour
    - (iv) Total cost for each category and for all direct labor costs
  - (b) **Other Direct Costs** - Itemize
  - (c) **Overhead and Indirect Costs** - Itemize
  - (d) **Total Cost**

#### **E. SELECTION PROCESS**

Each proposal will be reviewed and evaluated by a Review Committee composed of Council staff and the CJPC. During this process, the Review Committee shall have the authority to meet with Bidders as necessary for purposes of clarification of the proposals submitted. The Review Committee shall not be permitted, however, to discuss the proposals submitted by one Bidder with any other Bidder. The Review Committee will recommend for selection the proposal which most closely meets the requirements of the RFP and satisfies the needs of the study project.

## **PART IV - CONTRACT PROVISIONS**

### **A. INDEMNIFICATION**

The Contractor shall indemnify and hold harmless the State of Michigan and its agencies, officials, agents and employees from and against all claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from the performance of the work, which includes all labor, material, and equipment and to perform other requirements of any contract that results from this RFP, if the claim, damage, loss, or expense arises in whole or in part as the result of any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or anyone for whose acts any of them may be liable.

### **B. OWNERSHIP OF REPORTS PRODUCED**

All written reports that are produced by the Contractor during and as a part of fulfillment of the contract will be the property of the Michigan Legislative Council. Additionally, news releases pertaining to this project will not be made without prior approval of the Council Administrator.

### **C. NON-DISCRIMINATION**

Under any contract that results from this RFP, the Contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, marital status, or disability. The Contractor shall require an identical covenant in any contract the Contractor has with a subcontractor under any contract that results from this RFP. The covenants are required by the Michigan Handicappers' Civil Rights Act, 1976 PA 220, and the Elliott-Larsen Civil Rights Act, 1976 PA 453.

### **D. REFORMATION AND SEVERABILITY**

Each provision of the Contract is severable from all other provisions of the Contract and, if one or more of the provisions of the Contract is declared invalid, the remaining provisions of the Contract remain in full force and effect.

### **E. CONSENTS AND APPROVALS**

Except as expressly provided otherwise in the Contract, if either party requires the consent or approval of the other party for the taking of any action under the Contract, the consent or approval must be in writing and must not be unreasonably withheld or delayed.

### **F. NO WAIVER OF DEFAULT**

If a party fails to insist upon strict adherence to any term of the Contract then the party has not waived the right to later insist upon strict adherence to that term, or any other term, of the Contract.

### **G. SURVIVAL**

Any provisions of the Contract that impose continuing obligations on the parties, including without limitation the parties' respective warranty, indemnity and confidentiality obligations, survive the expiration or termination of the Contract for any reason. Specific references to survival in the Contract are solely for identification purposes and not meant to limit or prevent the survival of any other section.

## **H. PERSONNEL APPROVAL**

The personnel employed by the Contractor and subcontractors under any contract that results from this RFP shall be made available, if requested, for interviews conducted by the Contract Administrator or any designee of the Council Administrator. Any person the Contract Administrator considers unsatisfactory shall be replaced, at any time, by the Contractor or subcontractor. Once personnel have been assigned by the Contractor or a subcontractor under any contract that results from this RFP, the Contract Administrator retains the right to disapprove the reassignment or replacement of that personnel. If that right is asserted, a reassignment or replacement shall not occur without the approval of the Contract Administrator.

## **I. DISPUTES AND JURISDICTION**

Any dispute arising from the Contract shall be resolved in the state of Michigan. With respect to any claim between the parties, the Contractor consents to venue in the Court of Claims if that court of law has jurisdiction and if not, in the courts of Ingham County, Michigan. The Contractor irrevocably waives any objections it may have to the jurisdiction on the grounds of lack of personal jurisdiction of the court or the laying of venue of the court or on the basis of forum non conveniens or otherwise. The Contractor agrees to appoint agents in the state of Michigan to receive service of process.

## **J. EXCUSABLE FAILURE**

Neither party will be liable for any default, damage or delay in the performance of its obligations under the Contract to the extent the default, damage or delay is caused by government regulations or requirements (executive, legislative, judicial, military or otherwise), power failure, electrical surges or current fluctuations, lightning, earthquake, war, water or other forces of nature or acts of God, delays or failures of transportation, equipment shortages, suppliers' failures, or acts or omissions of common carriers, fire; riots, civil disorders; strikes or other labor disputes, embargoes; injunctions (provided the injunction was not issued as a result of any fault or negligence of the party seeking to have its default or delay excused); terrorist attacks or other extreme acts of large scale violence; or any other cause beyond the reasonable control of a party; provided the non-performing party and its Sub-Contractors are without fault in causing the default or delay, and the default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means, including disaster recovery plans.

If a party does not perform its contractual obligations for any of the reasons listed above, the non-performing party will be excused from any further performance of its affected obligation(s) for as long as the circumstances prevail. But the party shall use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. A party shall promptly notify the other party in writing immediately after the excusable failure occurs, and also when it abates or ends.

If any of the above-enumerated circumstances substantially prevent, hinder, or delay the Contractor's provision of Deliverables for more than 10 business days, and the Legislative Council determines that performance is not likely to be resumed within a period of time that is satisfactory to the Legislative Council in its reasonable discretion, then at the Legislative Council's option:

1. The Legislative Council may procure the affected Deliverables from an alternate source, and the Legislative Council is not liable for payment for the unperformed Deliverables not provided under the Contract for so long as the delay in performance continues; or

2. The Legislative Council may terminate any portion of the Contract so affected and the charges payable will be equitably adjusted to reflect those Deliverables terminated.

The Contractor will not have the right to any additional payments from the Legislative Council as a result of any excusable failure under this subsection or to payments for Deliverables not provided as a result of the excusable failure condition. Defaults or delays in performance by the Contractor which are caused by acts or omissions of its Sub-Contractors will not relieve the Contractor of its obligations under the Contract except to the extent that a Sub-Contractor is itself subject to an excusable failure condition described above and the Contractor cannot reasonably circumvent the effect of the Sub-Contractor's default or delay in performance through the use of alternate sources, workaround plans or other means.

#### **K. NOTICE AND RIGHT TO CURE**

If the Contractor breaches the Contract, and the Legislative Council in its sole discretion determines that the breach is curable, then the Legislative Council shall provide the Contractor with written notice of the breach and a time period (not less than 30 days) to cure the breach. The notice of breach and opportunity to cure is inapplicable for successive or repeated breaches or if the Legislative Council determines in its sole discretion that the breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage, or destruction of any real or tangible personal property.

#### **L. TERMINATION FOR CAUSE**

The Legislative Council may terminate this contract, for cause, by notifying the Contractor in writing, if the Contractor:

1. Breaches any of its material duties or obligations under this Contract; or
2. Fails to cure a breach within the time period specified in the written notice of breach provided by the Legislative Council.

If this Contract is terminated for cause, the Contractor shall pay all costs incurred by the Legislative Council in terminating this Contract, including but not limited to, the Legislative Council's administrative costs, reasonable attorneys' fees and court costs, and any reasonable additional costs the Legislative Council may incur to procure the Deliverables required by this Contract, that have not already been accepted, from other sources. Re-procurement costs are not consequential, indirect or incidental damages, and cannot be excluded by any other terms otherwise included in this Contract, provided the costs are not in excess of 50% more than the cost for the Deliverables provided under this Contract that have not been accepted.

If the Legislative Council chooses to partially terminate this Contract for cause, charges payable under this Contract shall be equitably adjusted to reflect those Deliverables that are terminated and the Legislative Council shall pay for all Deliverables for which Final Acceptance has been granted provided up to the termination date. Services and related provisions of this Contract that are terminated for cause shall cease on the effective date of the termination.

If the Legislative Council terminates this Contract for cause under this Section, and it is determined, for any reason, that the Contractor was not in breach of contract under the provisions of this Section, that termination for cause shall be deemed to have been a termination for convenience, effective as of the same date, and the rights and obligations of the parties shall be limited to that otherwise provided in this Contract for a termination for convenience.

#### **M. TERMINATION FOR CONVENIENCE**

The Legislative Council may terminate this Contract for its convenience, in whole or part, if the Legislative Council determines that a termination is in the Legislative Council's best interest. Reasons for the termination shall be left to the sole discretion of the Legislative Council and may include, but not necessarily be limited to:

1. The Legislative Council no longer needs the products specified in the Contract;
2. Relocation of office, program changes, changes in laws, rules, or regulations make implementation of the services no longer practical or feasible;
3. Unacceptable prices for new work initiated under a Change Request requested by the Legislative Council; or
4. Falsification or misrepresentation, by inclusion or non-inclusion, of information material to a response to any RFP issued by the Legislative Council.

The Legislative Council may terminate this Contract for its convenience, in whole or in part, by giving the Contractor written notice at least 30 days before the date of termination. If the Legislative Council chooses to terminate this Contract in part, the charges payable under this Contract shall be equitably adjusted to reflect those Deliverables that are terminated. Services and related provisions of this Contract that are terminated for convenience shall cease on the effective date of the termination.

#### **N. TERMINATION FOR CRIMINAL CONVICTION**

The Legislative Council may terminate this Contract immediately and without further liability or penalty in the event the Contractor, an officer of the Contractor, or an owner of a 25% or greater share of the Contractor is convicted of a criminal offense related to a state of Michigan, public or private Contract or subcontract.

#### **O. RIGHTS AND OBLIGATIONS UPON TERMINATION**

If the Legislative Council terminates this Contract for any reason, the Contractor shall:

1. Stop all work as specified in the notice of termination;
2. Take any action that may be necessary, or that the Legislative Council may direct, for preservation and protection of Deliverables or other property derived or resulting from this Contract that may be in the Contractor's possession;
3. Return all materials and property provided directly or indirectly to the Contractor by any entity, agent or employee of the Legislative Council;
4. Transfer title in, and deliver to, the Legislative Council, unless otherwise directed, all Deliverables intended to be transferred to the Legislative Council at the termination of the Contract and which are resulting from the Contract (which shall be provided to the Legislative Council on an "As-Is" basis except to the extent the amounts paid by the Legislative Council in respect of the items included compensation to the Contractor for the provision of warranty services in respect of the materials); and
5. Take any action to mitigate and limit any potential damages, or requests for the Contractor adjustment or termination settlement costs, to the maximum practical extent, including terminating

or limiting as otherwise applicable those subcontracts and outstanding orders for material and supplies resulting from the terminated Contract.

If the Legislative Council terminates this Contract before its expiration for its own convenience, the Legislative Council shall pay the Contractor for all charges due for services provided before the date of termination and, if applicable, as a separate item of payment under this Contract, for Work In Process, on a percentage of completion basis at the level of completion determined by the Legislative Council. All completed or partially completed Deliverables prepared by the Contractor under this Contract, at the option of the Legislative Council, becomes the Legislative Council's property, and the Contractor is entitled to receive equitable fair compensation for the Deliverables. Regardless of the basis for the termination, the Legislative Council is not obligated to pay, or otherwise compensate, the Contractor for any lost expected future profits, costs or expenses incurred with respect to services not actually performed for the Legislative Council.

Upon a good faith termination, the Legislative Council may assume, at its option, any subcontracts and agreements for services and deliverables provided under this Contract, and may further pursue completion of the Deliverables under this Contract by replacement contract or otherwise as the Legislative Council may in its sole judgment deem expedient.

**P. RESERVATION OF RIGHTS**

Any termination of this Contract by a party shall be with full reservation of, and without prejudice to, any rights or remedies otherwise available to the party with respect to any claims arising before or as a result of the termination.

CJPC Data Requirements								
Decision Category	Question	Priority			Data Required	Nice-to-have Data	Data Source	Comments
Dec 7 2016		Caswell	Chair	Colbeck	Senator	Hilson	D.J.	
Senator Colbeck:								
Capacity	What is the utilization rate rate for county jails by county?	H	H	M	Jail Capacity Jail Occupancy	Jail Address	(To be completed by Data Subcommittee)	
Capacity	What is the utilization rate rate for state corrections facilities by facility?	H	H	M	Prison Capacity, Prison Occupancy	Prison Address		
Capacity	What is the ratio of parole officers to parolees?		M	M	# Parole Officers, # Parolees			
Capacity	What is the ratio of probation officers to probates?		M	H	# Probation Officers, # Probates	Jail Address		
Recidivism	What prison rehabilitation programs are most effective at reducing recidivism?	H	H	H	List of programs, Completion rates, Duration, Cost per subject, facility, instructor, arrest record, conviction record			
Recidivism	What jail rehabilitation programs are most effective at reducing recidivism?	H	H	H	List of programs, Completion rates, Duration, Cost per subject, facility, instructor, arrest record, conviction record			
Recidivism	What probation programs are most effective at reducing recidivism?		M	H	List of programs, Completion rates, Duration, Cost per subject, facility, instructor, arrest record, conviction record			
Recidivism	What parole programs are most effective at reducing recidivism?		M	M	List of programs, Completion rates, Duration, Cost per subject, facility, instructor, arrest record, conviction record			
Policy	What sentencing reforms would benefit victims by reducing recidivism or promoting restitution?		H	H	List of sentences, # convictions per sentence, actual time served per sentence, required time served per sentence, recidivism rate, arrest record, conviction record			
Policy	What sentencing reforms would benefit taxpayers by reducing criminal justic system costs?		H	L	List of sentences, # convictions per sentence, actual time served per sentence, required time served per sentence, recidivism rate, arrest record, conviction record, incarceration costs, court costs, parole costs, probation costs			

		Chair Caswell	Colbeck	D.J. Hilson Sen			
<b>Chair Caswell:</b>							
<b>Sentencing Guidelines</b>	Conduct a study of the impact the Supreme Court ruling on People vs. Lockridge has had on sentencing guidelines and prepare an analysis of the length of sentences issued by the courts since the ruling went into effect.		H	H			
<b>Tracking</b>			H		The same ID system for everyone		
<b>Probation and Parole Caseloads</b>	What is the proper caseload to reduce recidivism?		H	M	Caseloads and recidivism rates		
<b>Commissioner Levine:</b>							
<b>Sentencing Guidelines</b>	What is the extent of disparity in prison sentences among people who fall within the same cell on the same guidelines grid? What are the key factors in causing disparity?		H	M	Sentences imposed on defendants who place within each cell on each grid by length, offense, date, county, judge, race/ethnicity, gender, age, conviction method, OV score, PRV score, habitual offender status		
	What has been the pattern of sentence length changes since the legislative guidelines were enacted?		H	M			
	What is the extent of upward and downward departures from the recommended range pre-and post-the MI SCt decision in Lockridge?		H	H	Number and size of departures by offense, date, county, judge, race/ethnicity, gender, age, conviction method, OV score, PRV score, habitual offender status		
	To what extent are prison sentences imposed on people who score in straddle cells?		H	H	Number of prison sentences imposed on straddle cell defendants by offense, date, county, judge, race/ethnicity, gender, age, conviction method, OV score, PRV score, habitual offender status		
<b>Probationer recidivism</b>	What is the rate of probation revocations and what is the length of jail or prison sentences imposed?		H	M	Frequency of revocations for new offenses and technical violations, respectively, and length of incarceration terms imposed, by county, judge, offense, race/ethnicity, gender, age, prior record, length of time on probation		
	What do probation conditions include, how frequently are they used and what is the relationship of each to recidivism?		M	L	Frequency, by county, judge, offense, race/ethnicity, gender, age and prior record of various probation conditions (jail, residential treatment, outpatient treatment, electronic monitoring, vocational/education programs, curfews, reporting, association); correlation of each to new felonies and misdemeanors and to revocation for technical violations		

		Char Caswell	Sen Colbeck	D.J. Hillson			
	What progressive sanctions are used for probation violations and with what success?		M	L	Frequency, by county, judge, offense, race/ethnicity, gender, age and prior record of specific progressive sanctions (e.g., jail, residential treatment, outpatient treatment, electronic monitoring, vocational/education programs, curfews, reporting, association); correlation of each to new offenses, to revocation for technical violations and to length of time spent on probation		
Jail Usage	How are jail populations divided among pretrial detainees (traffic, misdemeanor and felony), traffic/misdemeanor sentences, felony sentences?		H	L	For each category, sort by county, offense, judge (who set bail or imposed sentence), race/ethnicity, gender, age, prior record, length of jail stay.		
			H	L	For pretrial detainees include amount of bail set.		
			H	L	For sentenced inmates, include length of sentence.		
Prison Usage	What percentage of prisoner population is currently eligible for release?		H	L	Sort those eligible by offense type, race, gender, age at offense, current age, sentence type (parolable life or indeterminate), parole guidelines score		
	What percentage of prisoner population falls into specific sub-groups?		H	L	Frequency of prisoners who:		
Parolee Recidivism	What are the rates of parole violator returns for new offenses and for technical violations and what factors affect those rates?		H	L	For technical parole violators and parole violators with new sentences, separately sort by offense type, length of prison stay, age at offense, age at release, gender, race, prior record, education level, completion of specific programs (in prison and on parole), family support, mental health history, substance abuse history, revocation date, county, parole guidelines score, risk level (COMPAS)		
	To what extent are progressive sanctions used for parole violations and with what result? To what extent do progressive sanctions become counter-productive because they create new grounds for failure?		M	L	Frequency by offense, race/ethnicity, gender, age, prior record, field office of each type of progressive sanction; frequency of sanctions by individual parolee; relationship of specific sanctions to revocation		
	What are the most common grounds for revocation based on technical violations? What is the relationship of particular standard and special parole conditions to revocation?		M	L	Frequency of each violation type by offense, race/ethnicity, gender, age, prior record, field office		

