

Third Year Refunding Report on the  
Mutual Agreement Program to  
The Division of Corrections  
State of Wisconsin  
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ACQUISITIONS

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## Preface

A number of individuals have either assisted in or facilitated the production of this report; we would like to take this opportunity to thank them.

Bill Rankin and Mike Alesch assisted the research team in the early phases of this effort. They have remained valuable consultants to us throughout our work. Krista Gronert has worked diligently and intelligently under extreme time pressure to ensure a readable report.

Bill Puckett and Helen Loschnigg-Fox, both of the Division of Corrections, were important data sources in our work.

Donald Clark, Classification Chief of the Division of Corrections, has made our effort possible through his full cooperation, and has provided us with total access to all materials/records we required for our work.

The following Division of Corrections staff provided us with their full cooperation during institution site visits: Wisconsin State Prison - Walt Theiszen, Jim Brunberg, and Donna Poortenga; Wisconsin State Reformatory - Peter Paulsen and Dorval Karlen; Wisconsin Correctional Institute - Karl Brekke and Jean Paul; Kettle Moraine/Taycheedah Correctional Institutes - Mike Traut, Alan Kasprzak, and Jan McGill.

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## Summary

This report was prepared for use by the Executive Committee of the Wisconsin Council on Criminal Justice (WCCJ); it is a shorter and updated version of a report prepared for use by the MAP Advisory Committee and the Adult Services Section of WCCJ in negotiations on Special Conditions to the grant.

The report contains three major sections; a section on the operation of MAP, a section on the problems with the MAP project, and a section on the individual impact of MAP.

The core of the MAP project is a contract between the Secretary of the Department of Health and Social Services and an inmate. The contract commits the inmate to fulfilling certain behavioral objectives, such as completing a particular vocational program; in return the inmate receives a guaranteed release date and guaranteed program slots. Contracts are negotiated between the Parole Board, a representative of the Division of Corrections, and the inmate.

The Program Evaluation Section of the WCCJ identified and supplied information about several problems with the MAP project. These issues, along with others, were the basis of a MAP Advisory Committee/WCCJ meeting. Several issues were resolved at that meeting and are not discussed in this report. The problems that PES feels remain are presented in this report in hope that they will be addressed by the MAP Advisory Committee in the future. The presentation of these "problems" should not be taken as PES disagreement with the Proposal/Special Conditions as they now stand, but rather as the next steps in an evolving project.

Both the MAP Advisory Committee and WCCJ feel that "open eligibility" rather than the "three years to Mandatory Release" requirement presently in existence would be desirable. The MAP Advisory Committee feels that at present, modifying the eligibility criteria would lead to long waiting lists, and that good MAP prospects would suffer because of the longer waiting lists. PES has identified two recent changes in the MAP project that should lead to increased capacity to handle new cases; if these changes produce the increased capacity, then eligibility should be extended.

The same Parole Board members serve on the MAP Board and the Parole Board. This circumstance leads to a loss of credibility with inmates for the entire MAP project. Inmates find it difficult, and so does PES, to conceive of MAP as an alternative to parole when the decision makers are the same people. The Parole Board maintains that enormous scheduling problems would occur

if they were restricted to not hearing a MAP proposer whom they had previously heard at regular Board proceedings. PES has suggested a modified approach that would eliminate a Board member from hearing a MAP proposal if s/he had made a regular parole decision on an individual in the previous twelve month period.

Several problems exist with the contract cancellation procedure. PES suggested the following modifications to alleviate the problems.

1. The Secretary of the Department of Health and Social Services should be required to sign all contract cancellations since he is the signator to the contract.
2. The fact finding duties regarding cancellations should be turned over to the Program Review Coordinators, since this "objective" role is in conflict with the MAP Coordinator's role to "act on behalf" of the inmate.
3. Wording to the effect that the "inmate shall receive his/her out date if the state cannot live up to its end of the agreement" should be included in the MAP Manual and contract.

PES identified several problems with the MAP appeals procedure.

1. The first level of appeal involves the MAP Supervisor who is not generally in a position to have his/her decisions be binding on either the Parole Board or the Institution Representatives.
2. The second and final level of administrative appeal lies with the contract signator, the Secretary of the Department of Health and Social Services.
3. Court review is limited to certiorari.

PES recommended modifying the appeals procedure to reflect the dual legal nature of the MAP project (i.e., both contract law and parole law) so that parole problems were handled by one procedure and contract problems by another procedure. The exact nature of the modifications were not spelled out.

The best available data on MAP impact on post-release adjustment were presented. PES will not summarize its findings here because we believe they must be examined in their entirety. The conclusions drawn are tentative and should be utilized in that light.

## I. Introduction

### A. Purpose of Report

This report is prepared by the Program Evaluation Section (PES) of the Wisconsin Council on Criminal Justice (WCCJ). The purpose of this report is to provide the Executive Committee of the WCCJ with an overview of the Department of Health and Social Services-Division of Corrections' (DOC) Mutual Agreement Program (MAP). An earlier report on this project was prepared for use by the Adult Services Section of WCCJ and the MAP Advisory Committee in their negotiations on the Special Conditions of the grant. This is a shorter and updated version of the earlier report.

### B. History of Evaluative Effort

The MAP program has built into it an extensive in-house research/evaluative component. In addition, a contract evaluation of the project was completed in September, 1975 by the John Howard Association. On March 1, 1976 a research team from the Program Evaluation Section of WCCJ started a monitoring effort on MAP. The purpose of this effort was to bring the various evaluative efforts already in progress or completed together into a useful product for decision makers. To accomplish this end PES has observed over 30 contract negotiating sessions, has discussed the MAP program with 30 participants, and has discussed the MAP program with all MAP line staff. At least two visits were paid to each adult correctional institution in Wisconsin.

The result of PES's efforts was a draft report on MAP that focused on what PES perceived as problems with the program. A subsequent negotiation session between PES, Adult Services staff, and the MAP Advisory Committee resulted in resolution of some of the perceived problems. Issues resolved at that meeting are not discussed in the present report.

This report has essentially three major sections. The first provides a short description of the program, the second examines issues that PES believes should be continued matters of concern for the MAP Advisory Committee, and the third provides a discussion of the individual level impact of MAP.

## II. Description of the MAP Project

### A. The MAP Process<sup>1</sup>

The core element of the MAP project is a contract between an inmate and the Secretary of the Department of Health and Social Services. The contract guarantees the inmate a definite release date and slots in various institutional programs. The contract commits the inmate to fulfilling various behavioral objectives during incarceration (e.g., maintaining a particular grade point average in a school release program, obtaining satisfactory work reports in an institutional job) and the DOC to providing various services and institutional placements.

The contracting process is initiated by the inmate by contacting the institution Social Worker assigned to him/her. They jointly develop a proposal which is then presented to the MAP Coordinator. The MAP Coordinator reviews the proposal with the inmate. When a proposal is finalized, a negotiation date is set.

The final details of any contract are worked out during a negotiation session involving the inmate, two Parole Board members, and a representative of the Division of Corrections (the Institution Representative). A MAP Coordinator serves as the chairperson for these sessions and assists the inmate in presenting the initial proposal. The MAP Coordinator attempts to bring the negotiating parties together on a "reasonable" contract. If this is accomplished, the approved contract is sent to the Secretary. It is finalized when it has been signed by the Secretary and the inmate.

### B. Staffing and Organization

The MAP project provides for 35 full-time staff positions. These positions are distributed in the Division of Corrections as detailed in Chart I. Chart I is a "partial organizational chart" since it only includes those sections necessary to locate MAP staff.

The "operational" staff for MAP are all located within the Bureau of Institutions. Although Chart I shows the Institution Representatives formally reporting to the individual

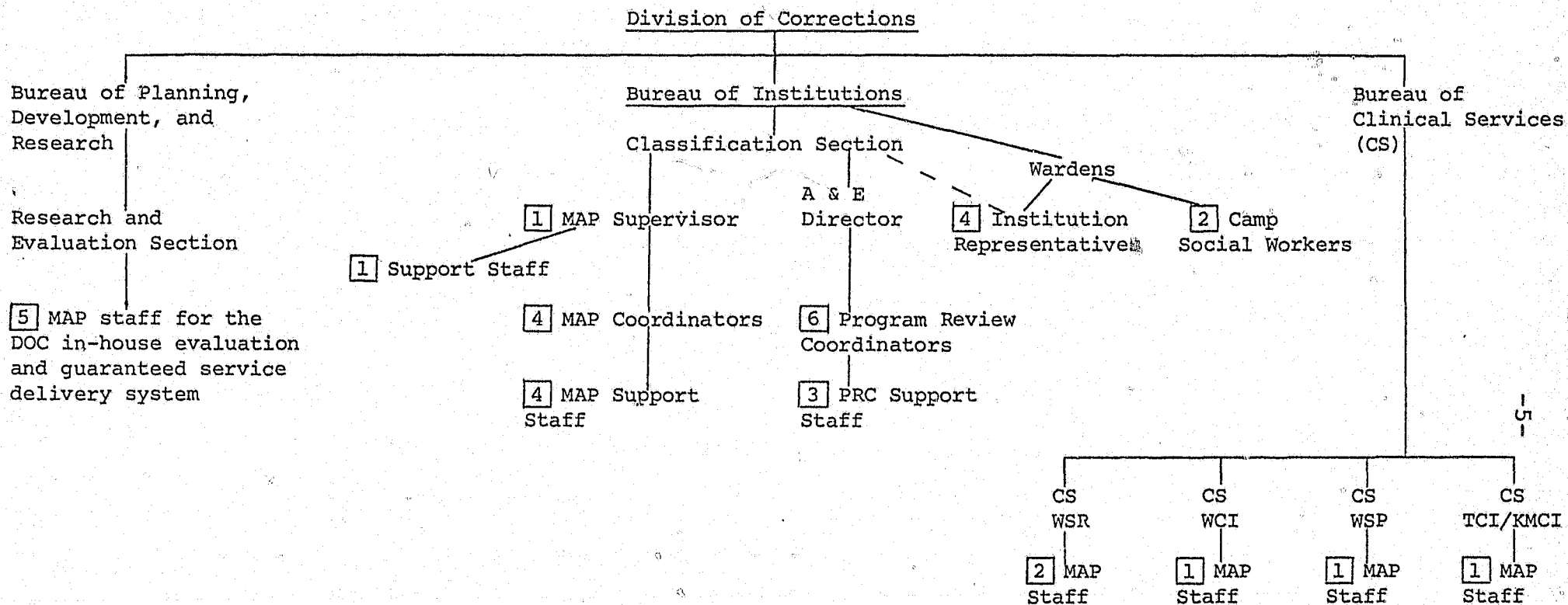
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<sup>1</sup>This is a concise description of the MAP process. A detailed flow chart of the process, which has been documented by the Division of Corrections, is included as Appendix I. A more complete verbal description of MAP can be found in the "MAP Manual," Division of Corrections, State of Wisconsin.





Chart 1: Partial Organizational Chart - MAP



  = Indicates a WCCJ-funded position.

Institution Wardens, operationally the line of authority has evolved to that represented by the dotted line in Chart I, which runs to the Classification Chief.

1. MAP Supervisor

This individual is responsible for the day-to-day operations of the MAP project. S/he is responsible for the education of MAP staff, the handling of appeals, reporting to WCCJ, and general administrative coordination of the MAP project. Until April 1, 1976, the MAP Supervisor also served as the MAP Coordinator at TCI/KMCI; this date also was the final day for the previous MAP Supervisor.

The administrative functions of the MAP Supervisor are being fulfilled by an Acting Supervisor, by the Classification Chief, and by the TCI/KMCI MAP Coordinator. The Classification Chief estimates that it will be mid-August, 1976 before a new MAP Supervisor can be hired.

2. MAP Coordinator

Four MAP Coordinator positions exist, one each at Wisconsin State Prison at Waupun (WSP), Wisconsin State Reformatory at Green Bay (WSR), Wisconsin Correctional Institution at Fox Lake (WCI), and Taycheedah Correctional Institution at Taycheedah and Kettle Moraine Correctional Institution at Plymouth (TCI/KMCI). The position at WCI is presently vacant, and it is estimated by the Classification Chief that the position will be filled by August, 1976.

3. Program Review Coordinator

The responsibilities of the Program Review Coordinators are institution-wide. PES staff received estimates of time spent on MAP activities of 10-40% for the Program Review Coordinators. The MAP activities involved monitoring contract fulfillment, arranged transfers, and providing Program Review Committee concurrence with MAP contracts. Non-MAP activities involve the review of all training and work programs of all inmates to ensure an orderly progress of those programs toward completion. All transfers, job assignments, and educational programs are the responsibility of the Program Review Committee.

4. Institution Representatives

The Institution Representatives are responsible for the reservation and guarantee of services and for the monitoring of contract fulfillment. The IR's represent the Division of Corrections at the MAP negotiations.

5. Clinical Services Staff

The Clinical Services Staff provides for screening of MAP proposals requesting treatment by Clinical Services Staff and supply services contracted for by MAP inmates. Staff persons employed under the MAP grant do not work exclusively with MAP clients. Other staff members of the individual Clinical Services Units do work with MAP clients.

6. Planning, Development, and Research Staff

PDR staff perform the in-house evaluation of MAP. Some data in this report is derived from that evaluation. The PDR MAP Evaluation Team has not produced a public report on the MAP program to date. A report is expected in early fall of 1976.

The 1975 grant provided for a Management Information Specialist to design and implement a "Guaranteed Service Delivery" system. Because of a conflict with the Bureau of Management Information within the Department of Health and Social Services, PDR has been unable to hire an individual to fill this position during the present grant period. A Management Information Specialist has been hired by the Bureau of Planning, Development and Research and will be working by the beginning of August.

### III. Problems With MAP

The ominous section title "Problems With MAP" should be put into perspective. The research team was working toward a document that would assist decision makers in moving toward modifications of the MAP Program. Problem areas had been identified by the John Howard Association Evaluation, by WCCJ Adult Services Section staff, and by Division of Corrections staff members. The PES researchers directed attention to the problem areas; hence the final product is dominated by problems. Some of the problems initially identified have been taken care of through Special Conditions, others remain. The discussion that follows focuses on the problems that remain. It is hoped the MAP staff and Advisory Committee will continue to work on these issues.

#### A. Access to MAP

##### 1. Eligibility Criteria

At the inception of MAP it was deemed necessary to limit eligibility to the program to protect against overloading the system. An initial criteria set was that an inmate be within two years of his/her mandatory release date. During the second year of the grant this criteria was changed so that an inmate would become eligible within three years of his/her mandatory release date. During the MAP Advisory Committee/WCCJ negotiation session, Advisory Committee members appeared unanimously in favor of fully opening up eligibility to all inmates as soon as it was feasible to do so. They were also in agreement that such a change was not feasible at this point in time. The principal reason for this belief was that "open eligibility" would flood the present system and only increase long waiting lists to get into the program. (The average wait between first contact and negotiation is around 8-10 weeks, except at WCI where the wait is about 12 weeks.) This increased waiting list would harm "good MAP candidates."

The present criterion (3 years from M.R.) includes 65% of all inmates housed in adult institutions at any single point in time. Of the 65% eligible, about 45% are presently involved in MAP (i.e., about 29% of the institutionalized population is involved in MAP). Opening up eligibility to the 35% of the population not presently covered would not result in 35% of the population attempting to get into MAP. If the same proportion of those presently eligible (45%) elected to get involved, then an increased demand of approximately 16% ( $.45 \times .35 = .1575$ ) of the total population would be obtained.

Two factors suggest that an increased demand of this size could be handled:

- a. The MAP project to date has never been fully staffed; DOC projections suggest that full staffing will occur during August.
- b. A change resulting from the Advisory Committee/WCCJ negotiations eliminates minor conduct reports as a standard contract element. This element had led to many "renegotiations" and problems-solving efforts in the past. The time saved through this modification should allow staff to spend more time on new proposals. This change should affect both MAP staff time and Parole Board time.

PES recommends that as the two factors mentioned above start to take effect, the Advisory Committee should reexamine the eligibility criteria question. In addition, the Advisory Committee should consider the possibility of immediately opening up eligibility and placing persons who are more than 3 years from M.R. at the end of the waiting lists. This suggested interim modification would open up eligibility without creating undue hardships on persons closer to M.R. A negative aspect of this proposed modification is that it may increase the expectations of persons more than 3 years from M.R. without appreciably altering their real situation.

## 2. Residents in the Camp System

Inmates in minimum security facilities are not eligible for MAP because MAP teams do not exist at minimum security facilities. Once fully staffed, it should be possible for present MAP staff to develop and negotiate contracts at minimum security facilities. DOC maintains that negotiating contracts with persons in minimum security institutions would be of little benefit since most (60%) of those persons released from camps or farms had stays of less than five months. PES agrees that MAP would not necessarily be desirable or feasible for many minimum security inmates. For those who could benefit from MAP, it seems wholly arbitrary to be excluded from participation because of one's physical location within the correctional system.

## B. Parole Board Involvement

The John Howard Association Report recommended that "Parole Board members who participate in the negotiation sessions with a particular resident should not be the same Parole Board members to conduct a regular Parole Board hearing

with that resident." In addition, seven of the thirty MAP participants we talked to mentioned this as a matter of concern to them. It was not unusual for an inmate to have had at least one member of his/her MAP Board serve also on an earlier Parole Board. Although we do not have hard data on this issue, we do believe that 33% is a reasonable estimate of the occurrence of this phenomenon.

The Board counters that it is an unwarranted attack on their professionalism to suggest that they might be affected by their previous decisions. The Board also argues that scheduling would be impossible if they were restricted to not re-seeing an individual. It was suggested that the scheduling problems might be ameliorated by having Board members specialize in either MAP or the regular Board. The Board maintained that such a division of labor would create "partial" Board members, and that the MAP burden would simply be too much for anyone to specialize in (the burden here being a psychological one due to complex decision making). In addition, it was argued that many inmates get earlier release dates from the same Board members.

PES agrees that scheduling problems would result if the Parole Board tried to schedule its business around particular inmates who are assigned to a particular negotiation date. PES does not feel that this recommendation is an attack on the professionalism of Parole Board members. All individuals are generally influenced by their prior decisions (even evaluators have been known to be influenced by prior decisions). We are not convinced that the fact some inmates receive a better release date from the MAP Board is relevant to this issue. The issue is a matter of independent decision making; it is difficult to see MAP and regular parole as being distinct systems when they are administered by the same individuals. In summary, PES believes that it is desirable but unfeasible at this time to have the Parole Board members specialize either in MAP or regular Parole Board.

An interim step might be taken to ensure a more independent decision-making process. MAP Coordinators could record information from all prospective MAP participants (or their files) on the Parole Board decision makers for the inmate's previous twelve month period. If, when scheduling was done, the MAP Coordinator observed that one or more of the MAP Board members had previously been involved with recent decision making on the individual, the MAP Coordinator could contact the inmate and ask if s/he wanted an alternate date.

C. Contract Cancellation Procedures

If for some reason an inmate cannot live up to his/her end of the contract, a fairly elaborate cancellation procedure becomes operational. PES identified three different versions of the procedure; these are:

1. The contract cancellation section of the MAP Manual, which reads:

In the event one or both parties of the contract, resident or Secretary, is found to be in violation and unable to fulfill the obligations of the contract because of the circumstances surrounding the problem, the contract may be declared cancelled. It should be noted that while a contract can be continued only when a unanimous agreement by both parties is reached, a contract can be cancelled when one party is in disagreement. If a contract is cancelled, the resident may pursue the appeal procedures. Upon notification to cancel by either party, the MAP coordinator prepares and distributes a memorandum for final notification. [MAP Manual, pages 19-20]

2. The Resident's Handout - MAP;" the relevant section on cancelation reads:

If you have violated your contract for any reason, your contract is considered to be in jeopardy. At that time you have two options:

1. Request renegotiation; or
2. Voluntarily cancel and withdraw from MAP.

If one or both of the negotiating parties, Parole Board and institution representative, does not want to renegotiate, your contract is cancelled and you will receive a notification from the MAP coordinator verifying this.

3. The actual operation of this procedure, which works in the following way:
  - a. A MAP staff person becomes aware of a contract violation. This is generally the Institution Representative (IR), who discovers the problem through routine monitoring or through direct contact with the inmate or institution staff.
  - b. The alleged violation is communicated to the MAP Coordinator (MC), who initiates fact finding for



the purpose of establishing the existence of a violation. If in his opinion the violation has occurred, the inmate is contacted.

- c. The inmate is given the option of voluntarily withdrawing (cancellation type 1) or asking for a renegotiation.
- d. If the inmate wishes to renegotiate, a renegotiation proposal is prepared, and the MAP Coordinator sends a formal communication to the Parole Board and the Institution Representative informing them of the contract violation and the desire to renegotiate.
- e. If the Parole Board or the Institution Representative does not desire to renegotiate, the contract is cancelled (cancellation type 2). The notice to cancel comes from the MAP Coordinator and simply states that the inmate is in violation of the contract, the Parole Board and Institution Representative do not wish to renegotiate, and that the contract is cancelled.
- f. If all parties agree to renegotiate but cannot agree upon terms, the contract is cancelled (cancellation type 3) by the same procedure as specified in step "e."

PES identified the following problems with the cancellation procedures:

1. The procedures defined in the MAP Manual would appear to be in conflict with the operational procedures and those described in the "Resident's Handout - MAP."

The MAP Manual implies that the Secretary may cancel a contract; practice and the "Resident's Handout - MAP" indicate that the contract may be cancelled by either the IR or the Parole Board members (by refusing to renegotiate).

In response, the DOC acknowledged the wording discrepancies in the MAP Manual and the "Resident's Handout - MAP," but maintained that only the Secretary of the Department of Health and Social Services has the authority to cancel contracts. They further maintained that the Parole Board is recognized as having delegated authority to act on behalf of the Secretary on parole matters.

PES does not understand the DOC/Parole Board response to this issue. It is our understanding that by law the Secretary may only delegate to the Parole Board the authority to deny parole. The authority to grant parole cannot be delegated. In fact, it was decided that MAP contracts must be between the Secretary and the inmate

because the authority to grant parole could not be delegated. Once the Secretary has granted parole, only the Secretary can rescind the grant; PES maintains that by signing a MAP contract the Secretary has used his granting authority and that only the Secretary may in fact cancel a contract. PES does not claim legal expertise in these matters. Several attorneys have been informally contacted with respect to this issue, and all have raised concern with the present practice. PES recommends that present practice be modified such that all cancellation notifications come directly from the Secretary's office. The Parole Board and Institution Representative would be responsible for supplying the Secretary with recommendations regarding cancellations.

2. The procedure whereby the MAP Coordinator acts as a fact finder is contradictory to his role as an inmate representative. Inmates are led to believe that the MAP Coordinators are "on their side." This is a difficult impression to maintain when the MAP Coordinator becomes the "heavy" (i.e., the person who decides if a violation exists) in the cancellation process. The fact finding role should be played by some other party. The Institution Representative should probably not play this role either since he is involved in the renegotiation decision.

PES does not wish to eliminate the fact finding function; it does wish to enhance and keep "pure" the role of the MAP Coordinator as an inmate representative. PES maintains that there is an inherent conflict between the role of inmate representative and objective fact finder. PES still maintains that the fact finder role should be turned over to some other party; PES would recommend the Program Review Coordinator. The Program Review Coordinator is familiar with the MAP process and is already involved in contract monitoring, and s/he is not directly involved in negotiations.

3. Neither the MAP contract, the MAP Manual, nor the "Resident's Handout" - MAP contains a provision whereby the resident is protected if the Secretary cannot live up to the terms of the contract. There are no remedies provided for in the case of default by the Secretary. The MAP Manual provisions, which are part of the actual contract, would allow the Secretary to cancel the contract if he could not live up to his end of the contract. This would seem to be a structural problem that seriously questions the claim that the MAP project increases accountability on the part of the Division of Corrections.

An example of this problem was found during our interviews. One inmate reported that his transfer to another

institution had not occurred within 30 days of the date specified in his contract. He also reported that upon contacting the IR on the matter, he was told that his only option was to drop his contract if he was not satisfied with its implementation by the institution. Finally, he pursued the matter through the Corrections Complaint Examiner's office. The general problem he faced reflects the inadequacy of the MAP procedure with regard to ensuring DOC accountability in the provision of services.

DOC maintains that the resident is protected if the state defaults or refuses to deliver contract components, because the resident will receive his/her out date even if the state defaults. Further, the resident may pursue his/her grievance through the MAP appeal process and to the courts.

First, although DOC maintains that the inmate will get his/her out date even if the Secretary defaults, there is no language in any MAP document that ensures this fact. The only language that does exist suggests that the Secretary may withdraw if s/he cannot fulfill the contract. To the best of PES's knowledge this has not happened. Language ensuring an out date if the Secretary defaults should be incorporated into the MAP contract.

Second, when the Secretary defaults on a transfer or delivery of some program, even if the inmate does get his/her out date, s/he is still not getting a contracted-for entity. PES assumes that inmates desire the programs and services they contract for and that the out date is not the only real element in contracts.

Third, PES questions the effectiveness of the existent MAP grievance procedure for handling this sort of issue. Our reasons for this belief are more clearly specified in the section that follows on the MAP appeal procedure.

#### D. Appeals Procedure

The appeals procedure is described similarly in the MAP Manual and the "Resident's Handout - MAP."

In the event you wish to appeal the question, issue or dispute following your contacts with your social worker and the MAP coordinator, you may within 30 days submit the question, issue or dispute to the MAP Supervisor, Mr. Gerald Mills, Taycheedah Correctional Institution, Box 33, Taycheedah, WI 53090. Within 10 days the MAP supervisor makes a written decision

setting forth the facts as found, the decision reached, and the reasons for such decision. The MAP supervisor may extend the ten-day limitation period an additional ten days by giving notice within the original ten-day period to all parties to the dispute stating good cause for such extension. Prior to making any decision, the MAP supervisor shall consult with the resident and any other person having factual information regarding such question, issue or dispute. The MAP supervisor may, at his discretion, mediate or consult jointly with all knowledgeable or interested parties in an effort to result the question, issue or dispute.

The decision of the MAP supervisor may be appealed to the Secretary within five (5) days after the rendering of the decision. The Secretary, within fifteen (15) days after receipt of an appeal, shall make a final, written determination of the question, issue or dispute. The written decision of the Secretary shall be final and binding on all parties as to the facts, except as it may otherwise be judicially reviewable in the Circuit Court for Dane County as being arbitrary and capricious. [MAP Manual, pages 21-22; Resident's Handout, page 3]

Operationally the procedure functions as described. The exact number of appeals filed has not been reported by DOC, nor has Program Evaluation staff been able to collect data on the actual number of appeals. The ex-MAP Supervisor's appeal file has been reviewed, and approximately thirty appeals were found. These were all related to the cancellation procedure. The Secretary's office reports handling approximately ten appeals.

PES has identified the following problems with the appeals procedure:

1. The MAP Supervisor is in a structurally inappropriate position to act as an appeals decision maker. He does not have the authority to make decisions that will be binding on Parole Board members or Institution Representatives.

DOC maintains that the MAP Supervisor is limited to procedural review and does not get into substantive review. PES agrees that the MAP Supervisor appeal decision have historically dealt with procedural questions, but such a restriction is not clearly stated in any of the MAP materials. Further, the Parole Board or the Institution Representative are no more bound by a MAP Supervisor decision on procedural issues than on substantive issues.

2. Although the Secretary does have the authority to make binding decisions on the Parole Board and Institution Representative, he would hardly seem to qualify as a disinterested party since he is a signator to the contract.

DOC maintains that the Secretary as the paroling authority must remain the final DHSS level of appeal. This argument is convincing if we are only concerned with cancellations, but if we become concerned with issues such as non-delivery of services, restricted access to MAP, or non-professional behavior by MAP staff, the argument is less convincing. Perhaps a dual appeals system could be worked out where the Secretary would only become involved in instances where the issue involved the actual release of inmates on parole.

3. While it is perhaps necessary to limit (because of statutes) court involvement with respect to parole decisions to certiorari (i.e., as being arbitrary and capricious), this would not seem to be the case for issues such as breach of contract or lack of access to MAP. When such issues were concerned, contract law and hence full court review would seem appropriate. (Again, what is suggested is distinct remedies for distinct problems. Since MAP by its nature mixes contract law and parole law, the remedies in MAP should be designed to address these distinct elements.)
4. The appeals procedure is restricted in use largely to matters concerning cancellations. PES believes that this is in part due to the fact that the procedure is not well advertised. Its physical placement in the MAP Manual and the Resident's Handout ties the appeals procedure directly to the cancellation procedure. A non-MAP-wise individual could easily misunderstand the general nature of the appeals procedure and reach the conclusion that you can only appeal if you have been cancelled. In addition, the MAP Coordinators are in an ideal structural position to advise about and encourage legitimate appeals. This would be particularly true if they were not expected to play a fact finding role (see Section III, C.2).

#### E. MAP's Impact on Service Delivery

Objective #2 of the MAP continuation proposal (1975) concerned service delivery. It read:

The development of a computer-oriented guaranteed service delivery information system will enable institution staff to improve their capacity to reserve resources to meet specific resident needs

at the time agreed upon in the contract. Program resources which are unpopular or do not meet the needs of residents will be reduced in favor of those where needs exceed resources. Further, as information comes to light with respect to non-availability of needed resources, steps will be planned and implemented to assure resource development. The program information system component being designed specifically for MAP will enable monitoring of involvement, completion, and effectiveness of individualized MAP contracts.

There are two aspects to this objective: (1) that MAP would increase the accountability of the institutions with regard to the provision of services to MAP inmates, and (2) that MAP would lead to the development of new programs and to the re-utilization of existent resources to reflect the needs and desires of MAP inmates. Data which partially address these issues include: (1) interviews with inmates presently on MAP contract (May 1976), and (2) interviews with MAP staff and DOC personnel.

1. Accountability Regarding Service Provision

Attainment of the accountability component of objective #3 was not measurable. We only have limited information on the extent to which services and release dates promised were actually delivered. On the basis of interviews conducted with inmates, it is PES's belief that inmates generally receive the services they contract for. Nonetheless, problems in this area still exist. MAP inmates have reported delays in transfers to us. Contracts are written to the effect that transfers are to occur within a 30-day time period. In one case a 34-day lag was reported. Time lags between program completion and transfers/releases have yet to be eliminated. Such technical contract violations and inconsistencies reflect a major weakness of MAP, i.e., that inmates tend to be held absolutely accountable and the institution only relatively so. Inter- and intra-institutional coordination problems understandably underlie the general problem, but the image of the program from the inmate's point of view suffers as a result. Resentment at least sometimes results in behavior problems, according to an inmate interviewed. Furthermore, we also know that the present level of accountability caused by MAP is distorted since inmates are often enrolled and even near program completion at the time their contract is written. We conclude that though MAP may have increased the operational accountability of DOC over the past year, the effect is not readily measurable and significant problems remain.

DOC criticized PES for defining accountability so narrowly as to only include service provision. Also, they suggest that average time lag for fulfilling transfers should have been mentioned.

It is PES's understanding that guaranteed services/transfers are a significant component of the MAP concept. We focused on this aspect of accountability because the data suggested that there were a number of problems in this area. Also, while additional data on transfers would have been useful, it was not available. An average can be misleading; we are concerned with such problems even if they affect only a small proportion of individuals.

## 2. Program Development and Expansion

Little significant new program development or reutilization of DOC resources has occurred over the past year. Examples of reutilization and development include: (1) the expansion of the Cook and Baker's School at Camp Gordon to serve the number of MAP requests for the program, and (2) the development of pre-release survival education sessions at WSR. (However, the survival courses would probably have developed even without MAP or the information generated from it.) As yet, MAP has led to no significant new programs or even to systematic feedback regarding present levels of utilization. One critical factor which has continued and will continue to impede full attainment of this objective is the lack of comparable information on MAP and non-MAP participants which can be provided to decision makers. A substantial reordering of program resources would require the coordination of the needs and desires of both groups of inmates. PDR data suggest that MAP and non-MAP inmates differ substantially on age, education, and prior criminal history. To the extent these factors relate to the needs and desires of inmates, program resource reutilization based on the needs and desires of MAP inmates only would not serve the interests of the other group. Therefore, until MAP is extended to a representative group or majority of inmates or until a coordinated information system involving MAP and non-MAP inmates is developed (e.g., through PDR), it is unlikely that MAP will or should lead to a significant reutilization of program resources. This lack of new program development significantly impedes the growth and development of MAP.

DOC maintains that MAP is designed merely to identify clients' needs in training, treatment, or placement. It is not designed and has no authority to develop and implement new or additional programs.



PES maintains that while this may reflect DOC's current view, it is somewhat contrary to Objective #2 of the 1975 MAP proposal. If there is no feedback between the MAP information system and actual program policy making, nor consequent impact, then the objective as stated has not been accomplished.

F. MAP Impact on Service Coordination

Objective #3 of the MAP continuation proposal (1975) speaks of facilitating a decrease in the incidence of return to the institution through (1) increasing and improving inter-agency and community cooperation, (2) increasing and improving opportunities for employment through joint efforts with the State Job Service, and (3) establishing specific formalized channels for implementing MAP goals.

It is clear that no aspect of this coordination procedure has been operationalized over the past year, except for the work of Wisconsin State Employment Service personnel with both MAP and non-MAP inmates. The reasons for this failure are enumerated in the 1976 grant application (page 11). The data indicating the lack of individual level impact of MAP would suggest that this area should be a high priority for future program improvements.



#### IV. Individual Level Impact of MAP

##### A. Method

The following information is based upon data supplied by Mr. Steven Pucket, MAP Evaluator, Division of Corrections, Bureau of Planning, Development, and Research (PDR). The data reported here is from the first four month "follow-up" of MAP and control group releasees. The last follow-ups were conducted in February 1976. The PDR research design for MAP identifies six distinct MAP control groups; these six groups have been narrowed down to three. This decision was made because several of the control groups were numerically small. In addition, the smaller number of control groups should facilitate the presentation. The comparison or research groups used in this discussion are:

1. Fifty-two releasees who had never made a formal contact with MAP staff regarding the MAP project made up the NON-MAP control group. Each Division of Corrections releasee is classified with respect to his/her MAP status. Some subset of those individuals who never had any contact with the MAP project is selected each month to be "followed up" with respect to post-institutional adjustment. The exact number of these individuals selected each month is equal to twenty-five percent of the number of MAP releasees in that same month.
2. Seventy-eight persons who investigated the MAP project but did not receive a contract make up the NO CONTRACT group.
3. Eighteen persons who received contracts but whose contracts were cancelled (both voluntarily and involuntarily) make up the CANCELLED group.
4. Two hundred and eight individuals who have successfully completed their contracts; this group is the "experimental" or "treatment" group, and is called MAP RELEASEES.<sup>2</sup>

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<sup>2</sup>The absolute and relative numbers of persons in the various groups should not generally be used for comparison purposes. For example, it would be inappropriate to calculate the percentage of successful MAP contractees by dividing the number of MAP Releasees (Group 4) by the sum of the MAP Releasees and the Cancelled group (Group 3). Since the Cancelled group is likely to be punished by serving more time, they will be under-represented in any release cohort.

This discussion focuses on three groups: (1) the Non-MAP group, (2) the No Contract group, and (3) the MAP Releasee group. Data are presented on the Cancelled group, but it is generally not discussed since the sample size is quite small. As we shall see, the three groups differ with respect to a number of variables that we examine. They undoubtedly are different on a whole host of other variables that we have not examined. Any of these variables are as likely as MAP participation to account for differences in post-institutional adjustment. In addition, since this data involve the very first MAP graduate cohort, it may be unrepresentative in terms of more recent experiences. The upshot of this discussion is that any conclusions drawn about the impact of MAP from this discussion are highly speculative. Nonetheless, we feel that it is necessary to address the question of impact to the extent the data allow us to do so.

## B. Composition of the Research Groups

### 1. Criminal History

Table 1 presents data on the prior felony conviction history of the various research groups. With respect to this variable, the No Contract and the MAP Releasee groups are quite similar. The Non-MAP group is distinct because of its more serious involvement in the criminal justice system.

Table 2 presents the previous incarceration histories of the various groups. Here the data suggest different patterns for all three groups. The MAP Releasee group clearly has the least serious record of prior involvement, with 57% of that group never having been previously incarcerated. In the No Contract group, of those persons incarcerated, more had done jail time rather than prison time (36% vs. 17%). For the Non-MAP group the pattern is reversed, with 35% of the individuals having done prison time and 21% having done jail time.

The pattern of the prior criminal record data would suggest that the Non-MAP group has had the most extensive incarceration record, the MAP Releasee group the least extensive record, and the No Contract group a record of intermediate extensiveness, characterized by a pattern of more jail time but no more serious a felony conviction record than the MAP Releasee group.

### 2. Education Level

Table 3 presents data on the grade level completed at time of incarceration. The MAP Releasee and No Contract groups have completed more years of school than the

Table 1: Prior Felony Convictions by Research Group Status

Prior Convictions	Non-MAP	No Contract	MAP Releasees
No Felony Convictions	29 (56%)	52 (67%)	134 (64%)
One Felony Conviction	7 (13%)	21 (27%)	49 (24%)
Two Felony Convictions	9 (17%)	2 (3%)	7 (3%)
Three or More Felony Convictions	7 (13%)	3 (4%)	18 (9%)
TOTALS	52 (99%)	78 (101%)	208 (100%)

Table 2: Previous Incarceration by Research Group Status

Previous Incarceration	Non-MAP	No Contract	MAP Releasees
None	23 (44%)	37 (47%)	118 (57%)
Jail	11 (21%)	28 (36%)	51 (25%)
Prison	18 (35%)	13 (17%)	39 (19%)
TOTALS	52 (100%)	78 (100%)	208 (101%)

Table 3: Year of School Completed at Admission  
By Research Group Status

Year of School Completed	Non-MAP	No Contract	MAP Releasees
Less Than 8	22 (42%)	20 (26%)	41 (20%)
9-11	20 (38%)	37 (47%)	105 (51%)
12	10 (19%)	21 (27%)	62 (30%)
TOTALS	52 (99%)	78 (100%)	208 (101%)

Non-MAP group. The MAP Releasees have slightly more years of schooling than the No Contract Group.

Table 4 presents data on achievement test grade levels. Because of the way the data is coded, we were not able to make the categories used in this table correspond exactly to those used in Table 3. The pattern evidenced is one in which the MAP Releasees group received the highest scores, the No Contract group received the next highest, and the Non-MAP group received the lowest.

Both prior record and education achievement are thought to affect post-institutional adjustment. The MAP Releasee group and the No Contract group are more likely to have successful post-release experiences due to these factors. In addition, the MAP Releasees would appear to have a slightly better chance at successful post-release experiences than the No Contract group.

### C. Post-Release Adjustment

#### 1. Parole Status

Objective #3 of the MAP proposal states that MAP will decrease incidence of return. Parole status is used as an indicator of return to the correctional system in this analysis.

Table 5 shows that there is a substantial difference between the MAP Releasee and No Contract groups with respect to parole maintenance (i.e., no revocation or new violations). Seventy-five percent of the MAP Releasees as compared to 59% of the No Contract inmates had no parole problems 4 months after release. Two percent of both groups had been revoked by that time, and 8% of the MAP Releasees as compared to 4% of the No Contract inmates had revocations pending. The comparison of these two groups indicates that MAP has not decreased incidence of return to institutionalization. However, MAP is associated with some problem-free parole. It may be that the No Contract group is continuing with a pattern of minor "run-ins" with the authorities. The No Contract group had evidenced more jail experiences than the MAP Releasees prior to the present incarceration.

The Non-MAP, MAP Releasee, and No Contract comparison results are somewhat surprising. The data show that (1) problem-free parole is equally as characteristic of the Non-MAP as of the MAP Releasee group 4 months after release (75% in both cases), (2) Non-MAP inmates are no more likely to be revoked than No Contract or MAP Releasee inmates (2% in all cases), and (3) 0% of the Non-MAP inmates had revocations pending as compared to

Table 4: Achievement Test Grade Levels by Research Group Status

Achievement Test Grade Level	Non-MAP	No Contract	MAP Releasees
Less Than 8.5	41 (88%)	46 (58%)	96 (47%)
8.5 +	11 (22%)	32 (42%)	112 (53%)
TOTALS	52 (100%)	78 (100%)	208 (100%)

Table 5: Parole Status Four Months After Release  
By Research Group Status

Parole Status	Non-MAP	No Contract	MAP Releasees
Parole maintained, no problems	39 (75%)	46 (59%)	156 (75%)
Returned to institution, technical violation	0 (0%)	1 (1%)	1 (.5%)
Returned to institution, court action (previous offense)	0 (0%)	0 (0%)	1 (.5%)
Returned to institution, court action (new offense)	1 (2%)	1 (1%)	4 (2%)
Revocation pending, technical violation	0 (0%)	0 (0%)	2 (1%)
Revocation pending, court action	0 (0%)	3 (4%)	12 (6%)
Technical violation occurred, parole continued	2 (4%)	11 (14%)	14 (7%)
Court action occurred, parole continued	4 (8%)	3 (4%)	6 (3%)
Court action occurred, jail time received, parole continued	0 (0%)	3 (4%)	2 (1%)
Court action occurred, probation received, parole continued	0 (0%)	0 (0%)	1 (.5%)
Absconded	2 (4%)	2 (3%)	2 (1%)
Discharged	3 (6%)	4 (5%)	1 (.5%)
Other	1 (2%)	4 (5%)	6 (3%)
TOTALS	52 (101%)	78 (100%)	208 (99%)

4% of the No Contract and 8% of the MAP Releasee inmates. Thus, despite their more serious criminal history, the Non-MAP inmates are likely to do as well on parole as the No Contract and MAP Releasee inmates. All the available data suggest that MAP has not decreased incidence of return.

2. Employment, Income, and Education Status

Table 6 shows that there is little difference between the No Contract and MAP Releasee groups with respect to post-release employment. Slightly more than 1/3 were employed full time upon release; 45% of the No Contract and 51% of the MAP Releasees were unemployed 4 months after release. In comparison to these, 35% of the Non-MAP inmates were employed full time and 50% were unemployed at that time.

Table 7 indicates that MAP Releasees have a somewhat higher post-release income status than the No Contract and Non-MAP groups. The median income for the MAP Releasee group lies in the \$401-500/month category, while that for the No Contract and Non-MAP groups lie is the \$301-400/month category.

Table 8 shows that MAP releasees are more likely than than the No Contract group to attend school. Sixteen percent of the MAP Releasee and 7% of the No Contract groups were doing so 4 months after release. However, the data also show that 19% of the Non-MAP group was attending school at the same point in time. PDR staff have suggested that this indication that Non-MAP inmates are more likely to attend school than the other two groups reflects the fact that the Non-MAP and No Contract groups are likely to be paroled in the middle of an education program. This would explain the Non-Map/MAP Releasee difference, but not the MAP Releasee/No Contract difference which is larger.

PES would like to stress the limitations of the analysis presented in this section. First of all, since there are pre-existent differences between the MAP Releasee, No Contract, and Non-MAP groups, differences between the groups' post-release adjustment cannot easily be attributed to MAP involvement. Second, the data presented reflect the early history of MAP and may not be representative of current experience.

Table 6: Employment Status Four Months After Release  
By Research Group Status

Employment Status	Non-MAP	No Contract	MAP Releasees
Full Time	18 (35%)	29 (37%)	75 (36%)
Part Time	6 (12%)	11 (14%)	20 (10%)
Unemployed	26 (50%)	35 (45%)	106 (51%)
Missing	2 (4%)	3 (4%)	7 (3%)
TOTALS	52 (101%)	78 (100%)	208 (100%)

Table 7: Monthly Income Four Months After Release  
By Research Group Status

Monthly Income	Non-MAP	No Contract	MAP Releasees
\$0 or Missing	28	39	110
\$200 or less	3 (13%)	6 (15%)	11 (11%)
\$201-300	3 (13%)	5 (13%)	13 (13%)
\$301-400	7 (29%)	10 (26%)	16 (16%)
\$401-500	4 (17%)	9 (23%)	30 (31%)
\$501-600	4 (17%)	8 (21%)	15 (15%)
\$601-700	0 (0%)	1 (3%)	6 (6%)
\$701-800	2 (8%)	0 (0%)	3 (3%)
\$800 +	1 (4%)	0 (0%)	4 (4%)
TOTAL with income	24 (101%)	39 (101%)	98 (99%)

Table 8: Educational Status Four Months After Release  
By Research Group Status

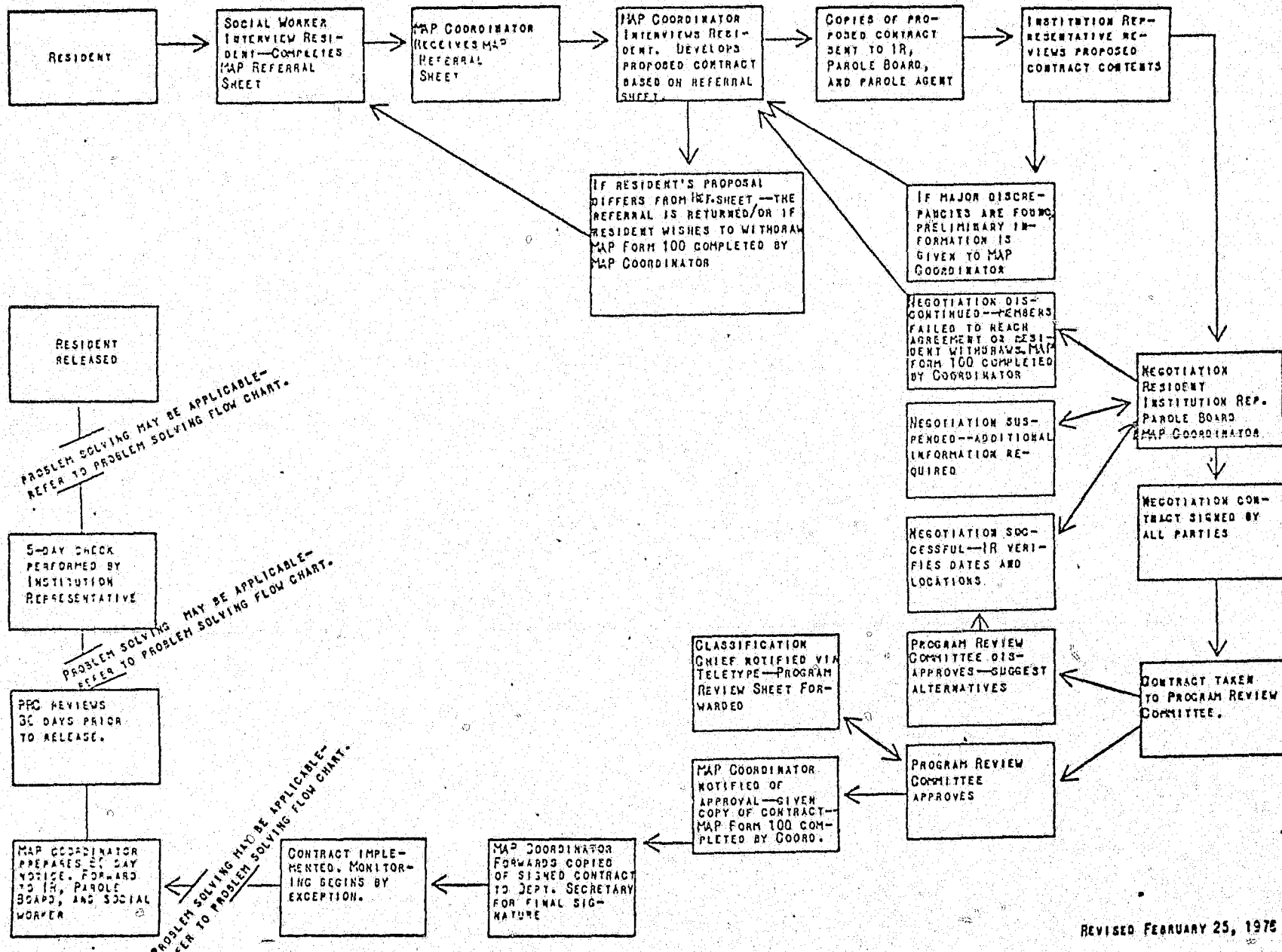
Attending School	Non-MAP	No Contract	MAP Releasees
Full Time	7 (13%)	5 (6%)	28 (13%)
Part Time	3 (6%)	1 (1%)	7 (3%)
Not Attending	36 (69%)	62 (79%)	139 (67%)
Missing	6 (12%)	10 (13%)	34 (16%)
TOTALS	52 (100%)	78 (99%)	208 (99%)





# APPENDIX I

## Flow Chart - MAP Process



REVISED FEBRUARY 25, 1975



**END**