

CONTRACT FOR SERVICES

Between

MILWAUKEE COUNTY

AND

JUSTICEPOINT, INC.

THIS CONTRACT, entered into by and between JusticePoint, Inc. (hereinafter called “Contractor”) incorporated under Wisconsin Statutes and Milwaukee County (hereinafter called the “County”) is for the purpose of operating a Milwaukee County Pretrial Services Program, as identified in the Scope of Services below:

RECITALS

WHEREAS, The Milwaukee County Board of Supervisors adopted the 2019 budget on November 5, 2018, File No. 18-764, which included funding for alternatives to incarceration with contract responsibilities to include oversight and administration by the Chief Judge of Milwaukee County; and

WHEREAS, The County desires to fund the **Universal Screening, Pretrial Supervision, Pretrial Electronic Monitoring, Repeat Intoxicated Driver Supervision, Pretrial Release Planning programs, and Cognitive Behavioral and Trauma Informed Care Services;** and

WHEREAS, THE CONTRACTOR represents self as being capable, experienced and fully qualified to undertake, perform and fulfill the services, obligations, and conditions of this Contract:

NOW, THEREFORE, the parties do mutually agree as follows:

I. RETENTION OF SERVICES

Milwaukee County hereby agrees to engage Contractor, and Contractor hereby agrees to perform all services under this Contract in accordance with its terms and conditions. Contractor agrees that time is of the essence for certain elements of this contract as established in the Scope of Services below, and will meet all deadlines and schedules as set forth.

II. GENERAL REQUIREMENTS

Contractor is required to:

- A. Do, perform, and carry out in a professional, timely, and proper manner, all of the services specified by this Contract.

- B. Coordinate with the Chief Judge, or designee, and comply with the agreed time of schedules, work hours, and payment terms.

III. SCOPE OF SERVICES

The contractor shall provide and operate the following services/programs. Contractor shall provide these services as described in Contractor's response to Pretrial Services RFP #98160003 except as may be modified or changed by this contract.

Universal Screening

1. Provide pretrial investigations on 24 hour/day, 7 days/week basis for arrestees booked into the Milwaukee County Criminal Justice Facility using the following evidence-based tools:
 - a) Public Safety Assessment
 - b) Milwaukee County Pretrial Investigation
 - c) Public Safety Assessment Decision Making Framework
 - d) Milwaukee County Pretrial Risk Assessment Report

GPS/Electronic Monitoring Program

1. Contractor shall provide a program of electronic monitoring using GPS technology for pretrial defendants as ordered by a judicial officer.
2. Program census shall not exceed 90 defendants without the approval of the Chief Judge or Judicial Operations Manager.
3. Assess defendant's risk and needs. Use of the Public Safety Assessment and Decision Making Framework.
4. Provide reports on the defendant's status and compliance with court ordered conditions of release at every scheduled court hearing.
5. Notify the supervising court of any non-compliance with court ordered conditions per existing violation reporting/response protocols.
6. Ensure defendants ordered for drug testing are tested in compliance with the First Judicial District Random Drug Testing Selection Protocol.

Pretrial Supervision

1. Contractor shall provide a program of pretrial supervision and monitoring for pretrial defendants as ordered by a judicial officer.
2. Program census shall not exceed 1,200 defendants without the approval of the Chief Judge or Judicial Operations Manager.
3. Implement supervision in accordance with the court ordered conditions and results of the pretrial risk assessment Decision-Making Framework.
4. Provide reports on the defendant's status and compliance with court ordered conditions of release at every scheduled court hearing.
5. Notify the supervising court of any non-compliance with court ordered conditions per existing violation reporting/response protocols.
6. Ensure defendants ordered for drug testing are tested in compliance with the First Judicial District Random Drug Testing Selection Protocol.

Repeat Intoxicated Driver Supervision

As ordered by a judicial officer in Milwaukee County, and in accordance with the Public Safety Assessment and Decision Making Framework, Contractor shall provide monitoring of defendants charged with a second or subsequent Operating While Intoxicated offense. Contractor may admit defendants wishing to voluntarily enter the program, defendants residing outside of Milwaukee County

and/or defendants for courtesy supervision from another county only with the permission of the Judicial Operations Manager.

Consistent with the policies and procedures developed by the Chief Judge and Judicial Operations Manager in conjunction with the Misdemeanor/Felony Divisions, Contractor shall:

1. Contractor shall provide a program of pretrial supervision and monitoring for pretrial OWI defendants as ordered by a judicial officer.
2. Program census shall not exceed 250 defendants without the approval of the Chief Judge or Judicial Operations Manager.
3. Implement supervision in accordance with the court order conditions and results of the Public Safety Assessment and Decision Making Framework.
4. Provide supervision services in accordance with and by utilizing “Strategies for Effective Pretrial Supervision”.
5. Provide reports on the defendant’s status and compliance with court ordered conditions of release at every scheduled court hearing.
6. Notify the supervising court of any non-compliance with court ordered conditions per existing violation reporting/response protocols.
7. Ensure defendants ordered for drug testing are tested in compliance with the First Judicial District Random Drug Testing Selection Protocol.
8. Include drug and breathalyzer testing as components of the program. Drug testing shall be conducted in accordance with the defendant’s court ordered release conditions.

Pretrial Services Release Planning Unit

1. Coordinate the release of defendants to pretrial supervision as ordered by a judicial officer.
2. Functions include review of court ordered release conditions, verification of defendant information and facilitation of jail release for defendants ordered to supervision.

Cognitive Behavioral and Trauma Informed Care Services

1. Contractor shall provide and operate cognitive behavioral programming and trauma informed care services as described in Contractor’s response to Pretrial Services RFP #98160003.

IV. Staffing

1. Contractor shall assign a total of 60.3 FTE positions to the above programs.

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

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

Except as provided herein, the Contractor shall determine the methods, procedures and personnel policies to be used in initiating and furnishing services. Such methods, procedures and personnel policies shall be written and will be provided to the Chief Judge or her designee within 60 days of acceptance of this contract.

IV. PROGRAM OUTCOMES

Universal Screening

1. Complete the PSA on 100% of the Universal Screening target population;
2. Complete a face-to-face interview with 90% of the Universal Screening target population.

GPS/Electronic Monitoring

1. Attendance of at least 90% of all program defendants at all scheduled court hearings;
2. Rearrest rate of no more than 5% for program defendants during the pretrial monitoring period.

Pretrial and Drug Treatment Court Supervision/Monitoring

1. Attendance of at least 90% of all program defendants at all scheduled court hearings;
2. Rearrest rate of no more than 5% for program defendants during the pretrial monitoring period.

Pretrial Release Planning Unit

1. Prepare for release all defendants court ordered turned over to pretrial supervision.
2. 95% of defendants referred and ordered TOT by a court will be released within one day of the receipt of the order.

Repeat Intoxicated Driver Supervision

1. Attendance of at least 90% of all program defendants at all scheduled court hearings;
2. Rearrest rate of no more than 5% for program defendants during the pretrial monitoring period.

V. DURATION OF CONTRACT

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

VI. COMPENSATION, BILLING AND PAYMENT

Contractor shall be compensated for work performed in general accordance with the applicable rules, procedures and regulations of Milwaukee County. **Total direct compensation to the Contractor shall not exceed \$3,672,274.** Compensation is contingent on Milwaukee County making available funding for provision of these services. Administrative costs may not exceed 12% of the total direct costs for the program(s).

Contractor shall be paid for services provided as follows:

Contractor shall receive 1/12 of the total contract amount (\$306,022.83) by the 10th of each month. The financials will be reconciled at the end of each quarter.

GPS/Electronic Monitoring

Fee-for-service to be billed at the rate of \$9.87 per day per defendant.

Universal Screening/Release Planning Unit/Pretrial and Drug Treatment Court Supervision/Pretrial GPS Monitoring/Pretrial Repeat Intoxicated Driver/ Cognitive Behavioral Programming/Trauma Informed Care Services

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

Compensation for services required under this contract shall be contingent upon satisfactory performance of work as ascertained and/or reported to the Office of the Chief Judge. The Chief Judge reserves the right to approve all program budgets and only expenses included in said approved budget(s) may be paid. In the event of a dispute as to the services performed or compensation to be paid, the decision of the Chief Judge shall prevail.

Contractor shall provide the Chief Judge and her designee with monthly billings that will include:

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

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

VII. REPORTS

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

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

Annually produce a report that describes services provided, indicates number of defendants served, demographics of population served and progress toward program goals and outcomes. Report will compare activity and outcomes from year-to-year. This report will be due by March 1st of the succeeding year.

VIII. RIGHT OF REFUSAL

The Contractor retains the right to refuse any defendant referred to the Contractor who is unsuitable for the program or poses a substantial risk to the Contractor.

IX. COUNTY RESPONSIBILITIES

Space

Milwaukee County shall provide office space for the Contractor as may be available, heat, light, maintenance, and janitorial services in the Milwaukee County Safety Building.

Network Connections

Milwaukee County will provide access to the Criminal Justice Information System - CMS (CJIS-CMS).

X. MODIFICATION/EXTENSION/TERMINATION OF CONTRACT

Milwaukee County and/or the Office of the Chief Judge reserves the right to modify any contract for services provided the vendor is given notice at least 30-days in advance of said modification.

In the event the vendor terminates the contract for any reason whatsoever, such termination will require written notice, delivered to the Office of the Chief Judge, to that effect not less than ninety (90)-days prior to said termination. Vendor agrees that it will refund to Milwaukee County within fourteen (14) days of said termination, all payments made by Milwaukee County to the vendor for any work not completed.

Milwaukee County and/or the Office of the Chief Judge may terminate the contract at any time at its sole discretion by delivering ninety (90)-days written notice to the vendor. Milwaukee County and/or the Office of the Chief Judge may request immediate removal of the vendor for performance problems such as lack of quantity or quality of work; inability to establish effective working relationships; non-compliance with County standards; inability to follow directions; abuse of facilities; and/or other performance problems. Upon termination, Milwaukee County's liability will be limited to the cost of services performed as of the date of termination.

XI. GENERAL CONDITIONS

A. Access to Records/Audit & Open Records Law

1. Pursuant to the applicable Milwaukee County rules and regulations, vendor understands that if requested by the County and/or the Office of the Chief Judge, it shall make available its' business and/or program records relating to provision of services under the contract to the county auditors or Chief Judge's staff for purposes of an audit, quality assurance review, or for compliance with Wisconsin State Open Records Law. Vendor also agrees to comply with the Wisconsin State Open Records Law to the extent it is applicable to the vendor. The Office of the Chief Judge shall have off-site electronic access to program database records. All materials and products resulting from this project are the exclusive property of Milwaukee County.
2. The Contractor, Lessee, or other party to the contract, its officers, directors, agents, partners and employees shall allow the County Audit Services Division and department contract administrators (collectively referred to as Designated Personnel) and any other party the Designated Personnel may name, with or without notice, to audit, examine and make copies of any and all records of the Contractor, Lessee, or other party to the contract, related to the terms and performance of the Contract for a period of up to three years following the date of last payment, the end date of this contract, or activity under this contract, whichever is later. Any subcontractors or other parties performing work on this Contract will be bound by the same terms and responsibilities as the Contractor. All subcontracts or other agreements for work performed on this Contract will include written notice that the subcontractors or other parties understand and will comply with the terms and responsibilities. The Contractor, Lessee, or other party to the contract, and any subcontractors understand and will abide by the requirements of Section 34.09 and Section 34.095 of the Milwaukee County Code of General Ordinances.

B. Indemnity

The Contractor agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless, the County, and its agents, officers and employees, from and against all loss or expense including costs and attorney's fees by reason of liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of the Contractor, or its' (their) agents which may arise out of or are connected with the activities covered by this agreement. Contractor shall indemnify and save the County harmless from any award of damages and costs against County for any action based on U.S. Patent of Copyright infringement regarding computer programs involved in the performance of the tasks and services covered by this agreement.

C. Insurance

Vendor agrees to evidence and maintain proof of financial responsibility to cover costs as may arise from claims of tort, statutes and benefits under Worker’s Compensation laws and/or include insurance coverage for Worker’s Compensation claims as required by the State of Wisconsin, including employer’s liability and business insurance covering general liability and automobile coverage in the following minimum amounts:

<u>Type of Coverage</u>	<u>Minimum Amounts</u>
Wisconsin Worker’s Compensation Employer’s Liability & Disease	Statutory (Waiver of Subrogation) \$100,000/\$500,000/\$100,000
Commercial or Comprehensive General Liability Bodily Injury & Property Damage Including Personal Injury, Fire, Legal & Contractual Professional Liability	\$1,000,000 Per Occurrence \$1,000,000 General Aggregate \$1,000,000
Automobile Liability Bodily Injury & Property Damage All Autos Owned, non-owned and/or hired Uninsured Motorists	\$1,000,000 Per Accident Per Wisconsin Requirements

Coverage shall be placed with an insurance company approved by the State of Wisconsin and rated “A” per Best’s Key Rating Guide. Such coverage must be maintained during the life of the contract including renewals.

Milwaukee County shall be named as additional insured, as interests may appear, and be afforded thirty (30)-day written notice of cancellation of renewal. A certificate indicating above coverage shall be submitted for review and approval by Milwaukee County for the duration of this agreement. Additional information as to policy form, retroactive date, discovery provisions and applicable retentions, shall be submitted to Milwaukee County, if requested, to obtain approval of insurance requirements. Any deviations, including use of purchasing groups, risk retention groups, etc., or requests for waiver from the above requirements shall be submitted in writing to Milwaukee County for approval prior to the commencement of activities under this contract.

D. Security

All employees and agents of the Contractor providing any pretrial program or service shall be subject to screening by the Chief Judge or her designee. This screening may include but not be limited to a reference check; criminal conviction check and active warrant check. The arrest and/or charging with a criminal act, including misdemeanors may result in such staff being barred from working in the pretrial service program.

E. Non-Discrimination

The Contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, sex or handicap, which shall include but not be limited to: recruitment or recruitment advertising; employment upgrading; demotion or transfer; lay-off or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship. A violation of this provision shall be sufficient cause for the County to terminate the contract pursuant to County Ordinance 56.17-Non-Discriminatory Contracts.

F. Disadvantage Business Enterprise

1. Consultant/service provider shall comply with CFR 49 Part 26 and Chapter 42 of the Milwaukee County Ordinances, which requires Good Faith Efforts (GFE) to achieve participation of certified Disadvantaged Business Enterprise (DBE*) firms on all USDOT and Milwaukee County funded professional service contracts. In accordance with this Milwaukee County policy and US DOT requirements, the consultant/service provider shall ensure that DBEs have an opportunity to participate in this project/contract. The efforts employed by the consultant/service provider should be those that one could reasonably expect a consultant/service provider to take if the consultant/service provider were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE contract requirements. (49 CFR §26.53 and Appendix A to 49 CFR Part 26 which provides guidance regarding GFE). For a list of Milwaukee County certified DBEs, go to www.milwaukeecounty.org and do a search for “certified vendor” and then click on “certified Vendor List”. If you need additional assistance, contact the Community Business Development Partners (CBDP) Office at (414) 278-5248.
2. The Community Business Development Partners (CBDP) Office of Milwaukee County is authorized to make the determination that consultant/service provider has made a good faith effort (GFE) to achieve the required DBE participation by doing either of the following:
 - a. Shows evidence that it has met the DBE participation by submitting a complete Commitment to Subcontract to DBE Firms (DBD-014PS) form; or
 - b. Documents that it made good faith efforts to meet the DBE participation goal, even though it did not succeed in achieving it. In this case, the consultant/service provider must submit the Certificate of Good Faith Efforts (DBD-001PS form) and all relevant documentation to the CBDP office for its GFE determination within three (3) working days of notification of being the successful proposer.
3. DBE Participation Goal: Consultant/service provider shall utilize DBE firms to a minimum of 3% of the total contract. DBE participation requirement relative to contract award shall be based upon the approved Milwaukee County Commitment to Subcontract to DBE Firms (DBD-014PS form). Consultants/service providers receiving additional work on the contract in the form of change orders, etc. shall be expected to increase DBE participation proportionally.
4. When evaluating the performance of this contract, Milwaukee County reserves the right to conduct compliance reviews and request, both from the prime consultant/service provider and DBE sub-consultant(s), documentation that would indicate level of compliance. If the consultant/service provider is not in compliance with the specifications, the County will notify the consultant/service provider in writing of the corrective action that will bring the consultant/service provider into compliance. If the consultant/service provider fails or refuses to take corrective action as directed, Milwaukee County may take one or more of the actions listed below:
 - a. Terminate or cancel the contract, in whole or in part.

* The term "DBE" means small business concerns known as Disadvantaged Business Enterprise (DBE) firms owned at least 51% by socially and economically disadvantaged individuals, and certified by Milwaukee County under CFR 49 Part 26.

- b. Remove the consultant/service provider from the list of qualified consultant/service providers and refuse to accept future proposals for a period not to exceed three (3) years.
- c. Impose other appropriate sanctions, including withholding any retainage or other contract payments due which are sufficient to cover the unmet portion of the DBE goal, where the failure to meet the goal is the result of a finding by the DBD of consultant/service provider's bad faith.
- d. If the consultant/service provider has completed its contract, and the goal was not met due to an absence of good faith on the part of the consultant/service provider as determined under Section 4, above, the parties agree that the proper measure of damages for such non-compliance shall be the dollar amount of the unmet portion of the DBE goal. The county may in such case retain any unpaid contract amounts and retainage otherwise due the consultant/service provider, up to the amount of the unmet goal. If insufficient funds remain in the contract account to compensate the county up to that amount, Milwaukee County may bring suit to recover damages up to the amount of unmet goal, including interest at the rate of 12% annually, plus the County's costs, expenses and actual attorney's fees incurred in the collection action.

5. DBE Utilization Reports/Payment Applications. DBE Utilization Reports (**DBD-016PS form**) must be submitted with the Payment Applications. These reports must cover the period from the start of the project to the end of the period covered by the payment application being submitted or the period since the last payment application. The reports must be submitted even if no DBE activity took place during the period being reported. The County Project Manager will reject payment applications that are not in compliance with this section.

6. Final Payment Verification. The prime consultant/service provider must submit the "DBE Subcontractor Payment Certification" form (**DBD-018PS form**) and the final DBE Utilization Report along with their Final Payment Application. The County Project Manager will not process the Final Payment Application if these reports are not submitted.

G. Independent Contractor

Nothing contained in this Contract shall constitute or be construed to create a partnership or joint venture between Milwaukee County or its successors or assigns and Contractor or their successors or assigns. Neither Contractor nor Contractor's employees shall be deemed to be employees of Milwaukee County. Contractor is at all times acting and performing as an independent contractor duly authorized to perform the acts required hereunder.

H. Code of Ethics

The Contractor attests that it is familiar with Milwaukee County's Code of Ethics which states in part: "No person may offer to give to any county officer or employee or his immediate family, or no county officer or employee or his immediate family may solicit or receive anything of value pursuant to an understanding that such officer's or employee's vote, official action, or judgment would be influenced thereby.

I. Furniture/Equipment/Supply Purchases

All computer equipment, printers, copiers, fax machines, hardware, software, office furniture, office supplies or program participant bus tickets purchased using funds under this contract are and shall remain the property of Milwaukee County.

J. Multi-Year Contracts

Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause- (1) The County is not obligated to reimburse the Contractor for costs incurred in excess

of the total amount allotted by the County to this contract; and (2) The Contractor is not obligated to continue performance under this contract or otherwise incur costs in excess of the amount allotted to this contract. Subsequent year's funding will be determined and approved through the annual budget process.

IN WITNESS WHEREOF,

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

Approved for Execution by Corporation Counsel

DocuSigned by:

Paul D. Kuglitsch

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12/24/2018

Date

Reviewed by Risk Manager

DocuSigned by:

Paul Schweigel

480D50B2E68949A...

12/21/2018

Date

Chief Judge on behalf of Milwaukee County

DocuSigned by:

Maxine White

Maxine A. White

12/20/2018

Date

JusticePoint, Inc.

DocuSigned by:

Nick Sayner

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12/20/2018

Date

Reviewed by CBDP

DocuSigned by:

Rick Norrie

AD4C84D4023E450...

12/19/2018

Date

Milwaukee County Executive

DocuSigned by:

Chris Abele

831C97423365428...

12/28/2018

Date

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

DocuSigned by:

Scott B. Manske

Scott B. Manske

12/19/2018

Date

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

DocuSigned by:

Paul D. Kuglitsch

Corporation Counsel

1/3/2019

Date



COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

COMMITMENT TO CONTRACT WITH TBE

PROJECT No. _____ PROJECT TITLE Pretial Services

TOTAL CONTRACT AMOUNT (less allowances) \$ 3,672,274 TBE Goal: _____

Name & Address of TBE	Scope of Work Detailed Description	TBE Contract Amount	% of Total Contract
<u>Best Ed</u>	<u>Office Supplies & Printing</u>	<u>\$16,000</u>	<u>> 1%</u>

Bidder/Proposer Commitment (To be completed by firm committing work to TBE)

I certify that the TBE firm quoted the identified service(s) and cost(s). I further acknowledge our firm having negotiated with, and having received confirmation, on partnering, pricing and delivery from the TBE firm listed herein.
 Prime Contractor/Consultant Justice Point Phone (414) 908-0281, or one of our subs, will enter into contract with the TBE firm listed, for the service(s) and amount(s) specified when awarded this contract. The information on this form is true and accurate to the best of my knowledge. I further understand that falsification, fraudulent statement, or misrepresentation will result in appropriate sanctions under applicable law.

[Signature] _____ Nick Sagner E.D. _____ 12/18/18
 Signature of Authorized Representative Name & Title of Authorized Representative Date

TBE Affirmation (To be completed by TBE Owner/Authorized Representative)

- I affirm that our company is certified as (check all certifications that apply)
 - DBE by the Unified Certification Program certifying partners
 - MBE by State of Wisconsin DOA
 - WBE by State of Wisconsin DOA
- I acknowledge and accept this commitment to contract with my firm for the service(s) and dollar amount(s) specified herein, as put forth by (Prime or sub) Justice Point.
- I understand and accept that this commitment is for service(s) to be rendered in completion of the project specified herein and all work is to be completed with my own forces.
- I affirm that approval from CDBP will be obtained prior to subletting any portion of this work awarded to my firm on this project.
- I affirm that the Wisconsin UCP has certified our company as a DBE, and that our company is currently listed in the Wisconsin UCP Directory or we are certified as a MBE or WBE with the State of Wisconsin DOA.

Beth Bauer _____ BETH BAUER CO-OWNER _____ 414-517-6222 _____ 12-18-18
 Signature of Authorized TBE Representative Name & Title of Authorized TBE Representative Phone Number Date

FOR CDBP USE ONLY

Commitment number ___ of ___ Participation: _____ Project Total: _____

 Authorized Signature Date



COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

COMMITMENT TO CONTRACT WITH TBE

PROJECT No. _____ PROJECT TITLE Pretrial Services

TOTAL CONTRACT AMOUNT (less allowances) \$ 3,672,274 TBE Goal: _____

Name & Address of TBE	Scope of Work Detailed Description	TBE Contract Amount	% of Total Contract
<u>Tek-3</u>	<u>IT Services</u>	<u>\$17,140</u>	<u>> 10%</u>

Bidder/Proposer Commitment (To be completed by firm committing work to TBE)

I certify that the TBE firm quoted the identified service(s) and cost(s). I further acknowledge our firm having negotiated with, and having received confirmation, on partnering, pricing and delivery from the TBE firm listed herein.
 Prime Contractor/Consultant Justice Point Phone 414-908-0282 or one of our subs, will enter into contract with the TBE firm listed, for the service(s) and amount(s) specified when awarded this contract. The information on this form is true and accurate to the best of my knowledge. I further understand that falsification, fraudulent statement, or misrepresentation will result in appropriate sanctions under applicable law.

[Signature] _____ Name & Title of Authorized Representative _____ Date 12/18/18
Signature of Authorized Representative

TBE Affirmation (To be completed by TBE Owner/Authorized Representative)

- I affirm that our company is certified as (check all certifications that apply)
 DBE by the Unified Certification Program certifying partners
 MBE by State of Wisconsin DOA
 WBE by State of Wisconsin DOA
- I acknowledge and accept this commitment to contract with my firm for the service(s) and dollar amount(s) specified herein, as put forth by (Prime or sub) Justice Point.
- I understand and accept that this commitment is for service(s) to be rendered in completion of the project specified herein and all work is to be completed with my own forces.
- I affirm that approval from CBDP will be obtained prior to subletting any portion of this work awarded to my firm on this project.
- I affirm that the Wisconsin UCP has certified our company as a DBE, and that our company is currently listed in the Wisconsin UCP Directory or we are certified as a MBE or WBE with the State of Wisconsin DOA.

[Signature] _____ Name & Title of Authorized TBE Representative Leanne Scholze Owner Phone Number 4148077042 Date 12/18/18
Signature of Authorized TBE Representative

FOR CBDP USE ONLY

Commitment number _____ of _____ Participation: _____ Project Total: _____

Authorized Signature

Date



FIRM: Justicepoint, Inc

Project No: Pretrial Services

SUBCONTRACTOR/SUBCONSULTANT/SUPPLIER INFORMATION SHEET

Milwaukee County requires the following collection of information on all subcontractors, sub-consultants and/or suppliers submitting quotes on Milwaukee County projects. This information is to be submitted with bid/proposal.

PROVIDE THE FOLLOWING INFORMATION ON EACH BID/QUOTE

Name	CERTIFICATION DBE, MBE, WBE or none	Address	Date Firm Established	Work or Service to be Performed
Tek-3	DBE	7170 N4980 Linden Lane Menomonee Falls WI 53051		IT Services
Best Ed	DBE, MBE, WBE	10936 N. Port Washington Rd Menomon WI 53092		Office Supplies

Note: Information gathered on the background and financial status of firms is protected from disclosure by Federal Regulation.



MILWAUKEE COUNTY COMMUNITY BUSINESS DEVELOPMENT PARTNERS
(CBDP) OFFICE

CERTIFICATE OF GOOD FAITH EFFORTS

The intent of this certification is to document the good faith efforts implemented by the apparent successful consultant/service provider in soliciting and utilizing DBE firms to meet DBE participation requirements. This certificate will assist Milwaukee County in determining whether the apparent successful consultant/service provider has implemented comprehensive good faith efforts.

Failure to implement “good faith” efforts to the satisfaction of Milwaukee County could result in the rejection of the proposal.

I, Nick Sayner, do hereby acknowledge that I am the Executive Director of Justice Point, Inc, who has been identified as the apparent successful consultant/service provider on the following Milwaukee County Project:

Project No.	Project Title	Total Contract Amount	DBE Percentage	
			Goal	Pledged
	Pretrial Services	\$3,672,274		.9%

Provide a brief summary on why you believe your firm is unable to meet the DBE participation goals on this project (Attach additional pages if necessary.)

The vast majority of the expenses for this program are for staff, salaries, and benefits. Where possible, JusticePoint has explored options to purchase goods and/or services provided by Disadvantaged Business Enterprises or Targeted Business Enterprises for this project. JusticePoint has been historically a proponent of supporting local, community operated businesses whenever possible

I hereby certify that I have utilized comprehensive “good faith” efforts to solicit and utilize DBE firms to meet the DBE participation requirements of this contract proposal, as demonstrated by my responses to the following questions:

A. Identifying Subcontract Work Items

Consultants/service providers are encouraged to select portions of work to be subcontracted in a manner which will increase the likelihood of meeting DBE goals. In selecting work to be subcontracted, consultant/service provider will consider, where appropriate, breaking down contracts into economically feasible units to facilitate DBE participation.

- 1. Which portion(s) or section(s) of the contract proposal, in terms of the nature of work, were selected to be subcontracted to DBE firms (or broken down into economically feasible units to facilitate DBE participation)?**

JusticePoint has contracted for all office supplies, printing and IT support services.

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B. Notifying DBE Firms of Contracting Opportunities

2. In the table below, indicate which firms received written notification of work items to be subcontracted. In the appropriate space, also indicate when firms received subsequent telephone solicitations. Please attach additional page(s) so that all companies contacted are listed. (Attach photocopies of all written solicitations to DBE firms to this certificate.)

Company Contacted	Date of Written Notification	DBE (Yes/No)	Date of Follow-up Telephone Call
Tek-3	12/12/17	Yes	12/13/17*
Best Ed	12/12/17	Yes	12/13/17*
*This is the third year of a three year contract and thus both companies were included in all of the years covered under this contract.			

3. Identify publications in which announcements or notifications were placed and published, if any. (Attach copies of proof of each announcement or notification.)

Published Announcement/Publication (please describe)	Date
None	

4. Identify DBE associations or organizations that received written notifications, including dates of all notifications. Provide name of person and date of follow-up call. If no follow-up calls made, explain why not. (Attach copies of letters sent as proof of notification.)

DBE Association/Organization	Date of Notification	Contact Person	Date of Follow-Up Call
None			

5. Were the services of the Milwaukee County's Community Business Development Partners (CBDP) Office used to assist in the recruitment of DBE firms?

Yes _____ No X _____

Contact was made by: telephone _____ written correspondence _____

Date contacted: _____ Person Contacted: _____

C. Providing DBEs With Assistance

6. Explain any efforts undertaken to provide DBE firms with adequate information about project scope of work and requirements of the contract:

The scope of this work is direct services to Milwaukee County. All contracted services including all office supplies, printing and IT Services are contracted with DBE businesses.

7. Describe any efforts undertaken to assist interested DBE firms in obtaining lines of credit or insurance required by Milwaukee County or the contractor:

JusticePoint historically has helped DBE organizations with the formation and filing for DBE status. In the past year that has not been a need to help the contracted DBEs with either of these issues.

8. Describe any other efforts initiated to provide special assistance to DBE firms interested in participating in the project.

JusticePoint historically has helped DBE organizations with the formation and filing for DBE status. In the past year that has not been a need to help the contracted DBEs with either of these issues.

D. Soliciting Proposal/Quotes From Interested DBE Firms

Contractors must solicit proposal/quotes in good faith with interested DBE firms. Quotes, proposals, and bids from interested DBE firms must not be rejected by contractors without sound justification.

9. Indicate in the table below which DBE firms submitted quotes on the contract proposal. Also, provide a brief explanation of why any of these DBE project quotes were rejected. Please attach additional pages(s) if necessary.

Name/Address/Contact Person of DBE Firm	Work Quoted and Explanation for Rejecting Quotes
We had no ability or need to request additional quotes for these services as both organizations have more than met our expectations.	

--	--

10. Other comments you want Milwaukee County to consider:

JusticePoint's board of trustees, directors and executive management team strongly support contracting with women and minority lead local businesses whenever possible. We have a long history of contracting with both Best Ed and Tek-3, not simply because of contract requirements, but because of their continued performance which allow us to better serve Milwaukee County and our clients.

NOTE: The information requested as set forth above is the minimum information required by Milwaukee County's Community Business Development Partners (CBDP) Office and CBDP may request the Contractor to submit information on certain other actions taken to secure DBE participation in an effort to meet the goals.

AFFIDAVIT

STATE OF WISCONSIN)

) ss

COUNTY OF _____)


The undersigned, having been first duly sworn, says that the information given in the above certificate is true and correct to the best of his/her knowledge and belief.

Signed:  _____

Bidder/Authorized Representative

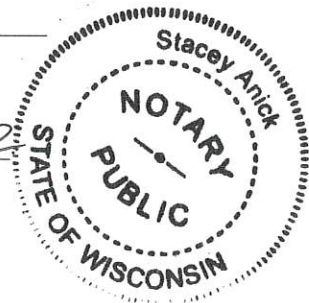
Subscribed and sworn to before me:

This 19th day of December, 20 18.



Notary Public

My commission expires 7-12-, 20 22.



CONTRACT FORM 1684 R5 (Refer to ADMINISTRATIVE MANUAL Section 1.13, for procedures)

Mail to: Preliminary: Office of the Comptroller, Contract Signatures, Room 301 Courthouse Final: Office of the Comptroller, Accounts Payable, Room 301 Courthouse Community Business Development Partners, 8th Floor City Campus	CONTRACT TYPE			
	Professional Service - Operating	X		
	Professional Service - Capital			
	Purchase of Service			
	Preliminary	X	Final	

DEPARTMENT NAME	AGENCY NO.	DEPARTMENT (HIGH) ORG
Pretrial Services	290	2900

VENDOR INFORMATION

VENDOR NO.	ORDER TYPE	NEW or	AMEND	CONTRACT NO.
80841		X	

NAME OF VENDOR	ADDRESS
JusticePoint, Inc.	205 W. Highland Avenue, Suite 509, Milwaukee, WI 53203

TAX I.D. NO.	EFFECTIVE DATES:	LENGTH OF CONTRACT	AMENDMENT ONLY: DOLLAR	TOTAL CONTRACT
	begin date end date	(IN MONTHS)	CHANGE	AMOUNT
45-3611369	01/01/19 12/31/19	12	\$0	\$3,672,274

ACCOUNTING INFORMATION

Year to be Expended	Line No	Fund	Agency	Org Unit	Activity	Function	Object	Job Number	Report Cat	Units	Amount to be Expended/ Amendment
2018		0001	290	2911			6148				\$3,672,274

PURPOSE OF CONTRACT

Operate Pretrial Universal Screening, Pretrial Release Preparation, Pretrial Supervision/GPS Monitoring programs, Repeat Intoxicated Driver Supervision, and Cognitive Behavioral and Trauma Services.

Was County Board approval received prior to contract execution or contract amendment or extension?

If YES, give County Board File No. 18-764 Date Approved 11/05/18

If NO, why is County Board approval not required? _____

Was Contract **fully** executed prior to work being performed (all signatures received)? YES NO

Is Vendor a certified professional service DBE? YES NO

Stephanie Garbo	12/19/18	
Prepared By	Date	Judicial Operations Manager
Signature of County Administrator	Date	Title

Certificate Of Completion

Envelope Id: B175DC6F3CAB4E6E8601A42F8CA0FF06	Status: Completed
Subject: Please DocuSign: 2019 JusticePoint Pretrial Services Contract	
Source Envelope:	
Document Pages: 19	Signatures: 8
Certificate Pages: 6	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Stephanie Garbo
Time Zone: (UTC-06:00) Central Time (US & Canada)	633 W. Wisconsin Ave.
	Suite 901
	Milwaukee, WI 53203
	stephanie.garbo@wicourts.gov
	IP Address: 165.219.245.62

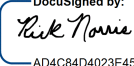
Record Tracking

Status: Original	Holder: Stephanie Garbo	Location: DocuSign
12/19/2018 3:19:45 PM	stephanie.garbo@wicourts.gov	

Signer Events

Community Business Development Partners
rick.norris@milwaukeecountywi.gov
CBDP Director
Milwaukee County
Security Level: Email, Account Authentication
(None)

Signature

DocuSigned by:

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Signature Adoption: Drawn on Device
Using IP Address: 204.194.251.3

Timestamp

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Viewed: 12/19/2018 3:51:37 PM
Signed: 12/19/2018 3:51:48 PM

Electronic Record and Signature Disclosure: Not Offered via DocuSign

Maxine White
maxine.white@wicourts.gov
Security Level: Email, Account Authentication
(None)

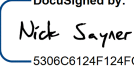
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Signed: 12/20/2018 9:12:16 AM

Electronic Record and Signature Disclosure: Not Offered via DocuSign

Nick Sayner
nsayner@justicepoint.org
Executive Director
JusticePoint
Security Level: Email, Account Authentication
(None)

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Using IP Address: 99.185.140.170

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Viewed: 12/20/2018 7:57:42 AM
Signed: 12/20/2018 7:57:49 AM

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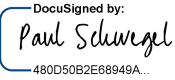
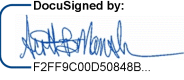
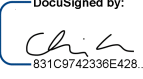
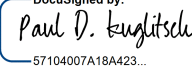
Paul D. Kuglitsch
corp counselsignature@milwaukeecountywi.gov
Corporation Counsel
Milwaukee County
Security Level: Email, Account Authentication
(None)

DocuSigned by:

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Signature Adoption: Pre-selected Style
Using IP Address: 24.209.114.9

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Signed: 12/24/2018 9:35:40 AM

Electronic Record and Signature Disclosure: Not Offered via DocuSign

Signer Events	Signature	Timestamp
<p>Paul Schwegel paul.schwegel@milwaukeecountywi.gov Loss Control Manager Milwaukee County Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p>DocuSigned by:  480D50B2E68949A...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 204.194.251.5</p>	<p>Sent: 12/19/2018 3:25:22 PM Viewed: 12/21/2018 8:10:33 AM Signed: 12/21/2018 8:11:25 AM</p>
<p>Scott Manske - Comptroller comptrollersignature@milwaukeecountywi.gov Comptroller Milwaukee County Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p>DocuSigned by:  F2FF9C00D50848B...</p> <p>Signature Adoption: Uploaded Signature Image Using IP Address: 204.194.251.3</p>	<p>Sent: 12/19/2018 3:25:23 PM Viewed: 12/19/2018 3:41:35 PM Signed: 12/19/2018 3:47:23 PM</p>
<p>Chris Abele, County Executive cexsignature@milwaukeecountywi.gov County Executive Milwaukee County Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p>DocuSigned by:  831C9742336E428...</p> <p>Signature Adoption: Drawn on Device Using IP Address: 65.29.167.210 Signed using mobile</p>	<p>Sent: 12/24/2018 9:35:42 AM Viewed: 12/28/2018 5:43:58 PM Signed: 12/28/2018 5:44:14 PM</p>
<p>Paul D. Kuglitsch corpcounselsignature@milwaukeecountywi.gov Corporation Counsel Milwaukee County Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p>DocuSigned by:  57104007A18A423...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 204.194.251.3</p>	<p>Sent: 12/28/2018 5:44:17 PM Viewed: 1/3/2019 4:38:10 PM Signed: 1/3/2019 4:57:07 PM</p>

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/28/2018 5:44:17 PM
Certified Delivered	Security Checked	1/3/2019 4:38:10 PM
Signing Complete	Security Checked	1/3/2019 4:57:07 PM
Completed	Security Checked	1/3/2019 4:57:07 PM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

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To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at plee@milwcnty.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

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- ii. send us an e-mail to plee@milwcnty.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none">• Allow per session cookies• Users accessing the internet behind a Proxy Server must enable HTTP

1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

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- Until or unless I notify Wisconsin Milwaukee County as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Wisconsin Milwaukee County during the course of my relationship with you.