

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 2014 budget on November 12, 2013 (File No. 13-756), and approved by the County Executive, which included funding for the Milwaukee County Drug Treatment Court Coordinator; and

WHEREAS, Milwaukee County's Drug Treatment Court will continue to operate in 2014; and

WHEREAS, On February 18, 2013 Milwaukee County submitted a grant application to the U.S. Bureau of Justice Assistance Adult Drug Court Discretionary Grant Program seeking funding for provision of **Cognitive Behavioral and Trauma Informed Care** services for Milwaukee County Drug Treatment Court participants; and

WHEREAS, On August 29, 2013 Milwaukee County received notice of a Bureau of Justice Assistance Adult Drug Court Discretionary Grant award (Award No. 2013-DC-BX-0034) in the amount of \$156,848 for the period of October 1, 2013 through September 30, 2015; and

WHEREAS, On December 19, 2013 The Milwaukee County Board of Supervisors (File No. 13-887) did authorize the Chief Judge to receive the grant funds and issue a competitive request for proposals (RFP) for these services; and

WHEREAS, On January 27, 2014 The Office of the Chief Judge released Milwaukee County Request for Proposals #6888; and

WHEREAS, On February 14, 2014, The Office of the Chief Judge received one proposal in response to RFP #6888 from JusticePoint, Inc.; and

WHEREAS, On February 19, 2014, The RFP Review Team determined that JusticePoint's proposal was responsive to the RFP; 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 #6888 except as may be modified or changed by this contract.

Cognitive Behavioral Programming and Trauma Informed Care services to 150 Milwaukee County Drug Treatment Court participants.

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 his designee as long as such changes can be made within the existing budget of the program. The Chief Judge or his 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 his designee within 60 days of acceptance of this contract.

IV. PROGRAM OUTCOMES

- Provide the above services to at least 150 drug treatment court participants during the 2-year grant period.

- Cooperate with the University of Wisconsin-Milwaukee Center for Applied Behavioral Health Research in evaluating the impact of these services on the completion rate for individuals receiving these services.

V. DURATION OF CONTRACT

The contract period shall be from March 1, 2014-September 30, 2015. The Chief Judge in agreement/negotiation with the contractor, and contingent upon approval and availability of Bureau of Justice Assistance Adult Drug Court Discretionary Grant funding for grant #2013-DC-BX-0034, may issue a contract extension through December 31, 2015.

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.

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 contract. Subsequent year's funding will be determined and approved through the annual budget process.

Total direct compensation to the Contractor for the contract period shall not exceed \$124,766. Payments for the period of March 1, 2014-September 30, 2014 shall not exceed \$67,703 and payments for the period of October 1, 2014-September 30, 2015 shall not exceed \$57,063. Compensation is contingent on the United States Bureau of Justice Assistance 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:

Actual expenses incurred each month as verified by submission of a detailed monthly invoice showing all line item expenditures for the month and year-to-date.

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 his 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.

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

Quarterly financial status (including local match reports) reports shall be submitted to the Office of the Chief Judge or his designee by the following dates:

<u>Quarter</u>	<u>Due Date</u>
January 1, 2014-March 31, 2014	April 15, 2014
April 1, 2014-June 30, 2014	July 15, 2014
July 1, 2014-September 30, 2014	October 15, 2014
October 1, 2014-December 31, 2014	January 15, 2015
January 1, 2015-March 31, 2015	April 15, 2015
April 1, 2015-June 30, 2015	July 15, 2015
July 1, 2015-September 30, 2015	October 15, 2015

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 data necessary for creation of program activity and outcome reports into the Milwaukee County Pretrial Services Information System. Reports shall be due as follows:

<u>Quarter</u>	<u>Due Date</u>
January 1, 2014-March 31, 2014	April 15, 2014
April 1, 2014-June 30, 2014	July 15, 2014
July 1, 2014-September 30, 2014	October 15, 2014
October 1, 2014-December 31, 2014	January 15, 2015
January 1, 2015-March 31, 2015	April 15, 2015
April 1, 2015-June 30, 2015	July 15, 2015
July 1, 2015-September 30, 2015	October 15, 2015

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 (CJIS).

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

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.

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	Statutory (Waiver of Subrogation)

Employer's Liability & Disease	\$100,000/\$500,000/\$100,000
Commercial or Comprehensive General Liability	
Bodily Injury & Property Damage	\$1,000,000 Per Occurrence
Including Personal Injury, Fire, Legal & Contractual	\$1,000,000 General Aggregate
Professional Liability	\$1,000,000
Automobile Liability	
Bodily Injury & Property Damage	\$1,000,000 Per Accident
All Autos Owned, non-owned and/or hired	
Uninsured Motorists	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 his 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

* 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.

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 17% 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.
 - 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.

IN WITNESS WHEREOF,

JUSTICEPOINT, Inc. and MILWAUKEE COUNTY HAVE EXECUTED THIS CONTRACT EFFECTIVE MARCH 1, 2014.

Approved for execution by Corporation

Counsel

DocuSigned by:

Mark A. Grady

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3/31/2014

Date

Reviewed by Risk Manager

DocuSigned by:

Amy Pechacek

7B72D657DEEB489...

3/30/2014

Date

Chief Judge on behalf of Milwaukee County

DocuSigned by:

Jeffrey A. Kremers

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Jeffrey A. Kremers

4/11/2014

Date

JusticePoint, Inc.

DocuSigned by:

Nick Sayer

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Nick Sayer

4/11/2014

Date

Reviewed by CBDP

DocuSigned by:

Rick Norris

AD4C84D4023E450...

Rick Norris

3/26/2014

Date

Approved by Comptroller

DocuSigned by:

Scott B. Manske

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Scott B. Manske

4/3/2014

Date

Approved by County Executive

DocuSigned by:

Chris Abele

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Chris Abele

4/10/2014

Date



CERTIFICATE OF LIABILITY INSURANCE

JUSTINC-01 DPRONSCHINS

DATE (MM/DD/YYYY)

1/8/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Robertson Ryan - Milwaukee Two Plaza East, Suite 650 330 East Kilbourn Avenue Milwaukee, WI 53202	CONTACT NAME: PHONE (A/C, No, Ext): (414) 271-3575 FAX (A/C, No): (414) 271-0196 E-MAIL: ADDRESS:
INSURED JusticePoint, Inc. 205 W Highland Ave Ste 201 Milwaukee, WI 53203	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: The Cincinnati Insurance Company 10677 INSURER B: NATIONAL CONTINENTAL INSURANCE COMPANY INSURER C: The Travelers Indemnity Company of Connecticut 25682 INSURER D: THE CINCINNATI INSURANCE COMPANIES INSURER E: The Cincinnati Specialty Company INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>	X	ENP0140843	5/11/2012	5/11/2015	EACH OCCURRENCE \$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	X	CWI0007291383-4	1/17/2014	1/17/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
						BODILY INJURY (Per person) \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	UB9D558541	1/1/2014	1/1/2015	E.L. EACH ACCIDENT \$ 100,000
						E.L. DISEASE - EA EMPLOYEE \$ 100,000
D	D & O - Non Profit		BCP0008081	5/11/2013	5/11/2016	
E	Professional		CSU0037540	5/11/2013	5/11/2014	Limit 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Milwaukee County is an additional insured with regard to general and auto liability. Please note: Insured does not own any vehicles therefore coverage for all owned auto cannot be provided. A waiver of subrogation applies to the workers compensation

CERTIFICATE HOLDER

Milwaukee County
 Holly Szablewski
 901 N. 9th St
 Milwaukee, WI 53233

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Hugh E. Morgan

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	<input checked="" type="checkbox"/> X		
	Professional Service - Capital			
	Purchase of Service			
	Preliminary	<input checked="" type="checkbox"/> X	Final	

DEPARTMENT NAME	AGENCY NO.	DEPARTMENT (HIGH) ORG
Pretrial Services		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 201, Milwaukee, WI 53203

TAX I.D. NO.	EFFECTIVE DATES:	LENGTH OF CONTRACT (IN MONTHS)	AMENDMENT ONLY: DOLLAR CHANGE	TOTAL CONTRACT AMOUNT
45-3611369	begin date: 03/01/14 end date: 09/30/15	19		\$124,766

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

PURPOSE OF CONTRACT

Under a grant from the United States Bureau of Justice Assistance Adult Drug Court Discretionary Grant Program, grant #2013-DC-BX-0034, provide Cognitive Behavioral Programming and Trauma Informed Care services to participants in Milwaukee County's Adult Drug Treatment Court.

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

If YES, give County Board File No. _____ Date Approved _____

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

Holly Szablewski	03/24/14	Judicial Review Coordinator
Prepared By	Date	Title
Signature of County Administrator	Date	Title



COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

CERTIFICATE OF GOOD FAITH EFFORTS

The intent of this certification is to document the good faith efforts implemented by the contract bidder/proposer in soliciting and utilizing certified firms to meet this project's participation goal. This certificate will assist Milwaukee County in determining whether the bidder/proposer has implemented comprehensive good faith efforts.

Failure to demonstrate good faith efforts to meet the assigned participation goal to the satisfaction of Milwaukee County could result in the rejection of the bid/proposal.

I, Nick Sayner, do hereby acknowledge that I am the Executive Director of JusticePoint, Inc, who has been identified as a bidder/proposer on the following Milwaukee County Project:

Project No.	Project Title	Total Contract Amount	DBE Percentage	
			Goal	Pledged
RFP 6888	Adult Drug Tx Court Enhancement Project	\$156,848	17%	\$2,160

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

See Attached

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

A. Identifying Contractible Work Items

Bidder/Proposer is encouraged to select portions of work to be contracted in a manner that will increase the likelihood of meeting the participation goal. In selecting work to be contracted, bidder/proposer will consider, where appropriate, breaking down contracts into economically feasible units to facilitate small business participation.

1. Which portion(s) or section(s) of the contract, in terms of the nature of work, was/were selected to be contracted to certified firms (or broken down into economically feasible units to facilitate participation)?

All IT Services will be provided by the DBE Vendor Tek-3. JusticePoint, Inc is currently pursuing DBE vendors for printing and office supplies.

B. Notifying Certified Firms of Contracting Opportunities

2. In the table below, indicate which certified firms received written notification of work items to be subcontracted. In the appropriate space, also indicate when firms received subsequent telephone solicitations. Include copies of written solicitations to certified firms. (Attach additional pages if necessary)

Certified Firm Contacted	Date of Written Notification	DBE (Yes/No)	Date of Follow-up Telephone Call
Tek-3, Inc.	2/10/2014	Yes	2/11/2014

3. Identify publications in which announcements or notifications were placed and published, if any. Include a copy of each announcement or notification.

Published Announcement/Publication (please describe)	Date
None	

4. Identify minority and/or women's associations or organizations that received written notifications, including dates of notifications. Provide name of person and date of follow-up call. If no follow-up calls made, explain why not. Include copies of letters sent.

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

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

Yes _____ No X _____

Contact was made by: Telephone _____ Correspondence _____

Date contacted: _____ Person Contacted: _____

C. Providing Certified Firms With Assistance

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

The primary scope of work for this project is for the provision of direct services for the Milwaukee County Drug Treatment Court. The primary expenses are therefore directly related to staff salaries, benefits and office supplies.

7. Describe any efforts undertaken to assist certified firms in obtaining lines of credit or insurance required by Milwaukee County and/or the contractor/consultant.

None. All vendors currently contacted are DBE vendors.

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

None for this project but JusticePoint assisted Tek-3 in applying for DBE certification previously.

D. Soliciting Proposal/Quotes From Interested Certified Firms

Bidder/Proposer must solicit quotes in good faith with interested certified firms. Quotes, proposals and/or bids, from interested certified firms shall not be rejected without sound justification.

9. Indicate, in the table below, which certified firms submitted quotes on the contract. Also, if any quotes of certified firms were rejected, provide a brief explanation as to why. Include copies of all quotes received for this project. (Attach additional pages if necessary)

Name, Phone & Address of Contact Person at Certified Firm	Work Quoted and Explanation for Rejecting Quotes
Tek-3, Inc. W170N4980 Linden Ln, Menomonee Falls WI, 53051 Tom Schulze 414-899-3776	IT Services

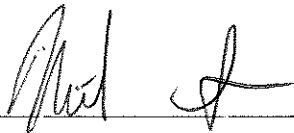
10. Please include all other comments you want Milwaukee County to consider. (Attach additional pages if necessary)

See Attached

NOTE: The information requested as set forth above is the minimum information required by Milwaukee County's Community Business Development Partners Department (CBDP) and CBDP may request the bidder/proposer to submit information on other actions taken to secure participation of certified firms in an effort to meet the contract goal.

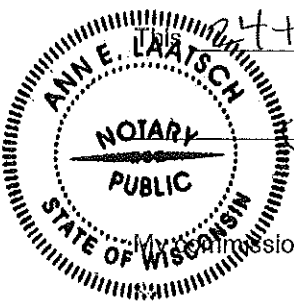
AFFIDAVIT OF CERTIFICATION

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

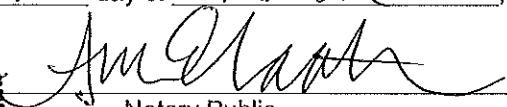
Signed: 

Authorized Representative

Subscribed and sworn to before me:



24th day of March, 20 14.


Notary Public

My commission expires is permanent, 20 .

Attachment

There are two reasons that JusticePoint is unable meet the DBE participation requirements for RFP 6888:

1. This proposal is primarily for the provision of direct services for the Milwaukee County Circuit Courts. As a result, a major portion of the over-all expense for operating the program is for salaries and benefits.
2. Milwaukee County provides in-kind office space, janitorial and maintenance services, utilities, security, internet services, etc. which makes contracting for these services unnecessary.

These factors make it virtually impossible to achieve the 17% DBE requirement.

Certificate of Completion

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Subject: Please DocuSign this document: 2014 BJA DTC Enhancement JP Contract.pdf	
Source Envelope:	
Document Pages: 16	Signatures: 7
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Holly Szablewski
	holly.szablewski@wicourts.gov
	IP Address: 165.219.245.62

Record Tracking

Status: Original	Holder: Holly Szablewski	Location: DocuSign
3/25/2014 11:21:12 AM CT	holly.szablewski@wicourts.gov	

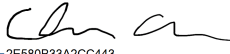
Signer Events

Signer Events	Signature	Timestamp
<p>Rick Norris rick.norris@milwaukeecountywi.gov CBDP Director Milwaukee County Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered ID:</p>	<p>DocuSigned by: <i>Rick Norris</i> AD4C84D4023E450...</p> <p>Using IP Address: 204.194.251.5</p>	<p>Sent: 3/25/2014 11:29:21 AM CT Viewed: 3/26/2014 11:28:18 AM CT Signed: 3/26/2014 11:45:47 AM CT</p>
<p>Amy Pechacek apechacek@milwcnty.com Director of Risk Management Milwaukee County Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered ID:</p>	<p>DocuSigned by: <i>Amy Pechacek</i> 7B72D6575EEB489...</p> <p>Using IP Address: 70.92.10.67</p>	<p>Sent: 3/26/2014 11:45:48 AM CT Viewed: 3/30/2014 8:53:01 PM CT Signed: 3/30/2014 8:54:03 PM CT</p>
<p>Corporation Counsel corp counselsignature@milwcnty.com Deputy Corporation Counsel Milwaukee County Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered ID:</p>	<p>DocuSigned by: <i>Mark A. Grady</i> 2BE87A71B2AE4E5...</p> <p>Using IP Address: 204.194.251.5</p>	<p>Sent: 3/30/2014 8:54:04 PM CT Viewed: 3/31/2014 3:23:04 PM CT Signed: 3/31/2014 3:25:42 PM CT</p>
<p>Comptroller comptrollersignature@milwcnty.com Comptroller Milwaukee County Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered ID:</p>	<p>DocuSigned by: <i>John A. ...</i> F7354A95DB0643E...</p> <p>Using IP Address: 204.194.251.5</p>	<p>Sent: 3/31/2014 3:25:44 PM CT Viewed: 4/1/2014 8:02:49 AM CT Signed: 4/3/2014 3:26:24 PM CT</p>

Signer Events

Chris Abele
 cabele@milwcnty.com
 County Executive
 Milwaukee County
 Security Level: Email, Account Authentication (None)
 Electronic Record and Signature Disclosure:
 Not Offered
 ID:

Signature

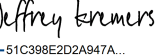
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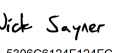
Jeffrey Kremers
 jeffrey.kremers@wicourts.gov
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Using IP Address: 165.219.245.62

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 Signed: 4/11/2014 2:15:51 PM CT

Nick Sayner
 nsayner@justicepoint.org
 JusticePoint
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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****Timestamp****Envelope Summary Events****Status****Timestamps**

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Electronic Record and Signature Disclosure

CONSUMER DISCLOSURE

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If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

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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:

To contact us by email send messages to: plee@milwcnty.com

To advise Wisconsin Milwaukee County of your new e-mail address

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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To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- 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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