

Administering Agency: Nevada County Probation

Contract No. _____

Contract Description: Assistance for securing Title IVE and other Federal Financial Participation funding for services provided by the County of Nevada.

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made at Nevada City, California, as of July 1, 2020, by and between the County of Nevada, ("County"), and Justice Benefits, Inc. as the general partner of JBI, LTD, a Texas Limited partnership ("Contractor"), who agree as follows:

1. **Services** Subject to the terms and conditions set forth in this Agreement, Contractor shall provide the services described in Exhibit A. Contractor shall provide said services at the time, place, and in the manner specified in Exhibit A.
2. **Payment** County shall pay Contractor for services rendered pursuant to this Agreement at the time and in the amount set forth in Exhibit B. The payments specified in Exhibit B shall be the only payment made to Contractor for services rendered pursuant to this Agreement. Contractor shall submit all billings for said services to County in the manner specified in Exhibit B; or, if no manner be specified in Exhibit B, then according to the usual and customary procedures which Contractor uses for billing clients similar to County. **The amount of the contract shall not exceed eighty-five thousand Dollars (\$85,000.00).**
3. **Term** This Agreement shall commence on July 1, 2020. All services required to be provided by this Agreement shall be completed and ready for acceptance no later than the **Agreement Termination Date** of: June 30, 2022.
4. **Facilities, Equipment and Other Materials** Contractor shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement.
5. **Exhibits** All exhibits referred to herein and attached hereto are incorporated herein by this reference.
6. **Electronic Signatures** The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.
7. **Time for Performance** Time is of the essence. Failure of Contractor to perform any services within the time limits set forth in Exhibit A, or elsewhere in this Agreement, shall constitute material breach of this contract. Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of Contractor's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

8. **Liquidated Damages**

Liquidated Damages are presented as an estimate of an intangible loss to the County. It is a provision that allows for the payment of a specified sum should Contractor be in breach of contract. Liquidated Damages ☐shall apply ☒shall not apply to this contract. Liquidated Damages applicable to this contract are incorporated in Exhibit E, attached hereto.

9. **Relationship of Parties**

9.1. **Independent Contractor**

In providing services herein, Contractor, and the agents and employees thereof, shall work in an independent capacity and as an independent contractor and not as agents or employees of County. Contractor acknowledges that it customarily engages independently in the trade, occupation, or business as that involved in the work required herein. Further, the Parties agree that Contractor shall perform the work required herein free from the control and direction of County, and that the nature of the work is outside the usual course of the County's business. In performing the work required herein, Contractor shall not be entitled to any employment benefits, Workers' Compensation, or other programs afforded to County employees. Contractor shall hold County harmless and indemnify County against such claim by its agents or employees. County makes no representation as to the effect of this independent contractor relationship on Contractor's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Contractor specifically assumes the responsibility for making such determination. Contractor shall be responsible for all reports and obligations including but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation and other applicable federal and state taxes.

9.2. **No Agent Authority** Contractor shall have no power to incur any debt, obligation, or liability on behalf of County or otherwise to act on behalf of County as an agent. Neither County nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor shall not represent that it is, or that any of its agents or employees are, in any manner employees of the County.

9.3. **Indemnification of CalPERS Determination** In the event that Contractor or any employee, agent, or subcontractor of Contractor providing service under this Agreement or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the County, Contractor shall indemnify, defend, and hold harmless County for all payments on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

10. **Assignment and Subcontracting** Except as specifically provided herein, the rights, responsibilities, duties and Services to be performed under this Agreement are personal to the Contractor and may not be transferred, subcontracted, or assigned without the prior written consent of County. Contractor shall not substitute or replace any personnel for those specifically named herein or in its proposal without the prior written consent of County.

Contractor shall cause and require each transferee, subcontractor, and assignee to comply with the insurance provisions set forth herein, to the extent such insurance provisions are required of Contractor under this Agreement. Failure of Contractor to so cause and require such compliance by each transferee, subcontractor, and assignee shall constitute a Material Breach

of this Agreement, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Agreement, or both.

11. **Licenses, Permits, Etc.** Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, obtain or keep in effect at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for Contractor to practice its profession at the time the services are performed.
12. **Hold Harmless and Indemnification Agreement** To the fullest extent permitted by law, each Party (the "Indemnifying Party") hereby agrees to protect, defend, indemnify, and hold the other Party (the "Indemnified Party"), its officers, agents, employees, and volunteers, free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character resulting from the Indemnifying Party's negligent act, willful misconduct, or error or omission, including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by the Indemnified Party arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the Indemnified Party) and without limitation, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the Agreement. The Indemnifying Party agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the Indemnifying Party, using legal counsel approved in writing by Indemnified Party. Indemnifying Party also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against either Party or to enlarge in any way either Party's liability but is intended solely to provide for indemnification of the Indemnified Party from liability for damages, or injuries to third persons or property, arising from or in connection with Indemnifying Party's performance pursuant to this Agreement. This obligation is independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this agreement.
13. **Standard of Performance** Contractor shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession. All products of whatsoever nature which Contractor delivers to County pursuant to this Agreement shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in Contractor's profession.

Contractor without additional compensation. Contractor's personnel, when on the County's premises and when accessing the County network remotely, shall comply with the County's regulations regarding security, remote access, safety and professional conduct, including but not limited to Nevada County Security Policy NCSP-102 Nevada County External User Policy and Account Application regarding data and access security. Contractor personnel will solely utilize the County's privileged access management platform for all remote access support functions, unless other methods are granted in writing by the County's Chief Information Officer or his/her designee.
14. **Prevailing Wage and Apprentices** To the extent made applicable by law, performance of this Agreement shall be in conformity with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, commencing with section 1720 relating to prevailing wages which must be paid to workers employed on a public work as defined in Labor Code section 1720, et seq., and shall be

in conformity with Title 8 of the California Code of Regulations section 200 et seq., relating to apprenticeship. Where applicable:

- Contractor shall comply with the provisions thereof at the commencement of Services to be provided herein, and thereafter during the term of this Contract. A breach of the requirements of this section shall be deemed a material breach of this contract. Applicable prevailing wage determinations are available on the California Department of Industrial Relations website at <http://www.dir.ca.gov/OPRL/PWD>.
- Contractor and all subcontractors must comply with the requirements of Labor Code section 1771.1(a) pertaining to registration of contractors pursuant to section 1725.5. Registration and all related requirements of those sections must be maintained throughout the performance of the Agreement.
- Contracts to which prevailing wage requirements apply are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Each Contractor and subcontractor must furnish certified payroll records to the Labor Commissioner at least monthly.
- The County is required to provide notice to the Department of Industrial Relations of any public work contract subject to prevailing wages within five (5) days of award.

15. **Accessibility** It is the policy of the County of Nevada that all County services, programs, meetings, activities and facilities shall be accessible to all persons, and shall comply with the provisions of the Americans With Disabilities Act and Title 24, California Code of Regulations. To the extent this Contract shall call for Contractor to provide County contracted services directly to the public, Contractor shall certify that said direct Services are and shall be accessible to all persons.
16. **Nondiscriminatory Employment** Contractor shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex or sexual orientation in contravention of the California Fair Employment and Housing Act, Government Code section 12900 et seq.
17. **Drug-Free Workplace** Senate Bill 1120, (Chapter 1170, Statutes of 1990), requires recipients of state grants to maintain a "drug-free workplace". Every person or organization awarded a contract for the procurement of any property or services shall certify as required under Government Code Section 8355-8357 that it will provide a drug-free workplace.
18. **Political Activities** Contractor shall in no instance expend funds or use resources derived from this Contract on any political activities.
19. **Financial, Statistical and Contract-Related Records:**
 - 19.1. **Books and Records** Contractor shall maintain statistical records and submit reports as required by County. Contractor shall also maintain accounting and administrative books and records, program procedures and documentation relating to licensure and accreditation as they pertain to this Contract. All such financial, statistical and contract-related records shall be retained for five (5) years or until program review findings and/or audit findings are resolved, whichever is later. Such records shall include but not be limited to bids and all supporting documents, original entry books, canceled checks, receipts, invoices, payroll records, including subsistence, travel and field expenses, together with a general ledger itemizing all debits and credits.
 - 19.2. **Inspection** Upon reasonable advance notice and during normal business hours or at such other times as may be agreed upon, Contractor shall make all of its books and

records available for inspection, examination or copying, to County, or to the State Department of Health Care Services, the Federal Department of Health and Human Services, the Controller General of the United States and to all other authorized federal and state agencies, or their duly authorized representatives.

- 19.3. **Audit** Contractor shall permit the aforesaid agencies or their duly authorized representatives to audit all books, accounts or records relating to this Contract, and all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. All such records shall be available for inspection by auditors designated by County or State, at reasonable times during normal business hours. Any audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within fifteen (15) days upon delivery of written notice from County. Contractor shall promptly refund any moneys erroneously charged and shall be liable for the costs of audit if the audit establishes an over-charge of five percent (5%) or more of the Maximum Contract Price.

20. **Termination**

- A. A Material Breach, as defined pursuant to the terms of this Agreement or otherwise, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to immediately suspend payments hereunder, or terminate this agreement, or both, without notice.
- B. If Contractor fails to timely provide in any manner the services materials and products required under this Agreement, or otherwise fails to promptly comply with the terms of this Agreement, or violates any ordinance, regulation or other law which applies to its performance herein, County may terminate this Agreement by giving **five (5) calendar days written notice to Contractor**.
- C. Either party may terminate this Contract for any reason, or without cause, by giving **thirty (30) calendar days written notice** to the other, which notice shall be sent by registered mail in conformity with the notice provisions, below. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract. Contractor shall be excused for failure to perform services herein if such performance is prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.
- D. County, upon giving **thirty (30) calendar days written notice** to Contractor, shall have the right to terminate its obligations under this Agreement at the end of any fiscal year if the County or the State of California, as the case may be, does not appropriate funds sufficient to discharge County's obligations coming due under this contract.

In the event this Agreement is terminated:

- 1) Contractor shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, Photostatting, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.
- 2) County shall have full ownership and control of all such writings delivered by Contractor pursuant to this Agreement.
- 3) County shall pay Contractor the reasonable value of services rendered by Contractor to the date of termination pursuant to this Agreement not to exceed the amount documented by Contractor and approved by County as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the agreement specified in Exhibit B, and further provided, however, County shall not in

any manner be liable for lost profits which might have been made by Contractor had Contractor completed the services required by this Agreement. In this regard, Contractor shall furnish to County such financial information as in the judgment of the County is necessary to determine the reasonable value of the services rendered by Contractor. The foregoing is cumulative and does not affect any right or remedy, which County may have in law or equity.

21. **Intellectual Property** To the extent County provides any of its own original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto, not the property of Contractor (herein "Intellectual Property"), which concern or relate to this Contract and which have been prepared by, for or submitted to Contractor by County, shall be the property of County, and upon fifteen (15) days demand therefor, shall be promptly delivered to County without exception.
22. **Waiver** One or more waivers by one party of any major or minor breach or default of any provision, term, condition, or covenant of this Agreement shall not operate as a waiver of any subsequent breach or default by the other party.
23. **Conflict of Interest** Contractor certifies that no official or employee of the County, nor any business entity in which an official of the County has an interest, has been employed or retained to solicit or aid in the procuring of this agreement. In addition, Contractor agrees that no such person will be employed in the performance of this agreement unless first agreed to in writing by County. This includes prior Nevada County employment in accordance with County Personnel Code.
24. **Entirety of Agreement** This Agreement contains the entire agreement of County and Contractor with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer or agent of any party, which is not contained in this Agreement, shall be binding or valid.
25. **Alteration** No waiver, alteration, modification, or termination of this Agreement shall be valid unless made in writing and signed by all parties, except as expressly provided in Section 19, Termination.
26. **Governing Law and Venue** This Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. The venue for any legal proceedings regarding this Agreement shall be the County of Nevada, State of California. Each party waives any Federal court removal and/or original jurisdiction rights it may have.
27. **Compliance with Applicable Laws** Contractor shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern or affect the Services to be provided by this Contract.
28. **Additional Contractor Responsibilities**
 - A. To the extent Contractor is a mandated reporter of suspected child and/or dependent adult abuse and neglect, it shall ensure that its employees, agents, volunteers, subcontractors, and independent contractors are made aware of, understand, and comply with all reporting requirements. Contractor shall immediately notify County of any incident or condition resulting in injury, harm, or risk of harm to any child or dependent adult served under this Agreement.
 - B. Contractor will immediately notify County of any active complaints, lawsuits, licensing or regulatory investigations, reports of fraud or malfeasance, or criminal investigations

regarding its operations. Contractor agrees to work cooperatively with County in response to any investigation commenced by County with regard to this Agreement or the clients served herein, including providing any/all records requested by County related thereto.

- C. Contractor shall employ reasonable background check procedures on all employees, prospective employees, volunteers and consultants performing work involving direct contact with minor children or dependent adults under this Agreement, including fingerprinting and criminal records checks, sexual offender registry checks, and reference checks, including both personal and professional references.

29. **Notification** Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the parties as follows:

COUNTY OF NEVADA:

Nevada County
Probation Department
Attn: Michael Ertola
109 ½ N. Pine Street
Nevada City, CA 95959
e-mail: Michael.Ertola@co.nevada.ca.us
Phone: (530) 265-1209

CONTRACTOR:

Justice Benefits, Inc.

Attn: Megan Milas
1711 E. Beltline Road
Coppell, TX 75019
e-mail: mmilas@jbi-ltd.com
Phone: (972) 406-3737

Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

Executed as of the day first above stated:

Authority: All individuals executing this Contract on behalf of Contractor represent and warrant that they are authorized to execute and deliver this Contract on behalf of Contractor.

IN WITNESS WHEREOF, the parties have executed this Contract effective on the Beginning Date, above.

COUNTY OF NEVADA:

By: _____ Date: _____

Printed Name/Title: Honorable Heidi Hall, Chair, of the Board of Supervisors

By: _____

Attest: Julie Patterson Hunter, Clerk of the Board of Supervisors

CONTRACTOR: _____

By: _____ Date: _____

Name: _____

* Title: _____

****If Contractor is a corporation, this agreement must be signed by two corporate officers; one of which must be the secretary of the corporation, and the other may be either the President or Vice President, unless an authenticated corporate resolution is attached delegating authority to a single officer to bind the corporation (California Corporations Code Sec. 313).***

Exhibits

- A. Schedule of Services
- B. Schedule of Charges and Payments
- C. Insurance Requirements

EXHIBIT "A"

SCHEDULE OF SERVICES

The County of Nevada, Probation Department, hereinafter referred to as "County", and Justice Benefits, Incorporated (JBI) hereinafter referred to as "Contractor" agree to enter into a specific contract for Contractor to provide services pertaining to identification, access and county acquisition of Federal Financial Participation funds on behalf of said County.

ARTICLE I

RESPONSIBILITIES OF JBI

Contractor agrees to perform the following services:

- A. JBI will review the policies and procedures used by the County to identify such additional Federal and other revenue sources, if any, as may be available to the County through participation in new programs or expansion of existing FFP. These efforts may include any of the following activities: advising the County of the reimbursement opportunity, preparing or enhancing the claim, preparing or assisting with submittal packages, preparing audit files, assisting the County with submittals, assisting the County should it be audited for claims on which the Company assisted, or other related federal revenue enhancement activities.
- B. JBI will continually monitor for new opportunities of funding. Whenever a new federal reimbursement opportunity arises, JBI may notify the County of that opportunity. JBI will strive to identify and optimize all federal reimbursement opportunities for the County; but is not obligated to make the County aware of all possible opportunities and shall have no liability for any omission to identify the same.
- C. JBI's Title IV-E Scope of Service

JBI specializes in Title IV-E Claiming for juvenile departments and has a proven project design that addresses an initial audit phase, planning phase, implementation phase and on-going support for our clients. JBI will assist Nevada County in accurately compiling the Title IV-E Administrative Claims for quarters in which JBI is under contract with Nevada County. JBI will assist the County by completing the following steps:

- 1. JBI will implement a detailed auditing procedure;
- 2. JBI will implement a valid Web Based random moment time keeping system (RMS);

3. JBI's staff will come on-site to train the County Probation staff on how to accurately complete the IV-E time study;
4. JBI's staff and proprietary software will compute the claims and submit them to the County for approval;
5. JBI will monitor to ensure the County receives the appropriate Federal reimbursements;
6. JBI will provide periodic updates on what has been successfully claimed for each opportunity/reimbursement and
7. JBI will work closely with California Department of Social Services (CDSS) and County personnel to update claiming policies when needed.

IV-E Audit

JBI has developed a detailed auditing procedure. It is crucial to have a system of checks and balances in place with IV-E Administrative Claiming. JBI staff will use tools to ensure proper claiming and record retention while onsite with Nevada County. JBI will come onsite to perform the detailed reviews of each piece of the Title IV-E Analysis.

Time Study

JBI has developed a versatile Web Based RMS time study that has been approved by CDSS. JBI, at the county's request, will implement the Web Based RMS. The time study is continuous and the results are compiled quarterly. The sample universe is updated monthly due to turnover and unexpected staff changes. Updating the sample universe monthly allows all potential reimbursable staff access to the time study. JBI will ensure that County Time study participants are included based on daily activities, not solely based on job description.

JBI will be responsible for the operation of the RMS system. This responsibility includes, but is not limited to, the following:

- JBI will revise the existing County time codes to add probation specific examples;
- Each month, JBI will modify the participant list to ensure only the correct staff members are included in the time study;
- JBI's will train the County staff on how to accurately complete the IV-E time study;
- JBI will monitor to ensure the County accurately completes the web-based RMS on a daily basis;
- JBI will provide periodic updates on the areas of needed improvement as it relates to the time study codes;
- JBI will compute the quarterly time study results and submit them to the Chief Probation Officer for approval;
- JBI will work with the CDSS personnel to update the web-based RMS policies when needed;

- Analyzing, editing, and summarizing the sample results and making the necessary allocations;
- Ensuring that the sample universe is updated monthly to include new hires and exclude terminations and transfers;
- JBI will provide a detailed training manual to all eligible County staff that participate in the quarterly time study;
- Provide a focal point where all RMS problems/questions can be submitted and resolved;
- RMS Training – JBI will provide on-site and web-based training on the Web Based RMS system that is utilized for documenting time/ activities related to Title IV-E Claiming;
- Code Training – JBI will provide on-site and web-based training on all Title IV-E Time Codes. JBI will provide a complete understanding of all Title IV-E Codes for the state of California. The JBI trainers will educate all participants so that they have a clear understanding on how to code daily activities;
- JBI also has a team of time study analysts whose primary focus is to review all time study moments received and confirm that they are coded correctly with the correct information within the allotted time frame and

JBI's Time Study Analysts will monitor the County's RMS activity on a daily basis. Each RMS Observation Moment that is answered by County Staff is reviewed by JBI's Time Study Analyst to ensure accuracy and validity.

Quarters for the Web-Based Time Study

The time study will be generated quarterly based off the federal fiscal quarters. Federal Claiming Periods for California:

- 1Q- July, August, September
- 2Q- October, November, December
- 3Q- January, February, March
- 4Q- April, May, June

Random Moment Set Up – Monthly

JBI will work with the County to determine what Juvenile Probation workers will participate in the RMS web based time study. Once JBI determines who is going to participate in the time study, the following data will need to be collected from the County:

- State holidays
- Employee's email address
- Employee's work schedule
- Employee's phone number and location
- Employee's supervisor
- Supervisor email address and phone number

Time Study Coordinator

JB I will act as the County's time study coordinator. On a monthly basis, JB I will be responsible for running the time study and the quality assurance process. As the time study coordinator, JB I is available via email correspondence and a toll free 800 number for the time study participants to contact with any time study questions or technical issues they are experiencing.

Position List

The positions identified as meeting the RMS sample population definition are maintained by JB I. The position list is reviewed and updated before each month based on information provided by the county. Positions that are vacant when the list is updated are not included.

Work Hours

The RMS samples each participant's individual work schedule they enter into their profile. A participant will not receive any RMS moments outside their designated work schedule. In addition, participants will not receive RMS moments during their designated lunch schedule they provided in their profile. Participants will not receive moments on county holidays.

Study Notification

Once the JB I time study coordinator verifies the sampling, the system will send the observation moment notification at the time of the actual observation moment. The participant will then fill out their moment according to the activity they were performing at that specific time and electronically submit the observation moment back to JB I for immediate quality assurance.

All original observation moments must be filled out within 72 hours from the time of the moment excluding days off, weekends and holidays. If the time study participant has not responded by midnight of the RMS moment, an email reminder will be generated and sent out through the JB I email application to the participant and their time study observer. A time study observer is a person who acts as a quality assurance person for time study purposes. They are trained on the time study process, as well as, the importance of participants answering all RMS moments in a timely manner

10% Quality Assurance Process

Every night if the observer has any quality assurance moments from the day, the JB I RMS automated system will generate an email to the observer letting them know of any quality assurance moments they need to complete. This email also includes any other "to do's" the observer needs to follow up on, such as any RMS moments their participants have from the previous day or any profiles pending that the observer has not approved.

RMS Reporting Features

JB I's Web Based RMS is capable of running various reports based off the RMS results. JB I's web-based RMS will provide the County with several report features. JB I uses these reports to determine if any one individual needs additional training, or if certain codes are getting used more than others are.

JB I's reports will aid in ensuring accuracy of coding as well as providing an at a glance view to ensure participants are simply coding their moments. At any given time, the County can check the status of each person in the study. This report summarizes each participant's activities for a particular study and then summarizes the entire study itself by code.

Quality Assurance Procedures

The JB I quality assurance process consists of two steps. JB I's Q1 staff will review the electronic data on a daily basis for the following information:

- Electronic Signature
- Date and time (for 72 hour compliance)
- Comment section included detailed activity description of what the time study participant was doing
- Appropriate sections all are all documented
- Codes checked correctly correspond with activity description
- If any of the above elements are not satisfied, the sample moment is sent back to the participant for a correction or further clarification. If clarification cannot be made, the moment will be considered invalid.
- The information JB I requires for the time study are the names of eligible participants along with their job titles, email addresses, phone numbers and core work hours.
- After Q1 decides the data is captured accurately, Q2 will then review the data for a second quality assurance process.

Time Study Training

After all the RMS information is entered into the JB I database, JB I will train and educate the County staff on what is required to participate in Title IV-E Administrative Claiming and JB I's RMS. Prior to the initial onset of the time study, all eligible participants will receive onsite training regarding the time study process and codes. The JB I trainer will focus on the following for the RMS training session:

- Time codes;
- Operation of the web system and
- Supervisor oversight with the RMS.

JB I will provide each participant with a training manual that includes the time study codes and process for navigating the RMS website. In addition to JB I providing training manuals, JB I also has a link on the RMS website where the participant can pull up the time codes electronically.

JB I implemented this function so the participants have easy access to the time codes if their book is not available.

Candidates for Foster Care/Case Plan Training

In order for the County to claim preventive case management services a child must be considered a candidate for foster care. JBI utilizes the candidate for foster care guideline per the Child Welfare Policy Manual 8.1D. The County will not claim any reimbursable time under the RMS time study until a youth is determined to be a candidate for foster care and a case plan is developed.

JB I will help ensure that the County uses the most accurate case plan in order to fully document candidacy. JBI will review such documentation before any claims have been filed. JBI will help ensure that all juveniles who are on probation in the County have case plans and case plan reviews regardless of candidate status.

JB I will provide Nevada County with the “Candidates for Foster Care” training. JBI will train all appropriate County staff on completing a case plan and documenting candidacy as it relates to Title IV-E. The detailed training covers how to determine which delinquent youth are considered a candidate for foster care, the method of documenting candidacy and the frequency the federal government requires this documentation.

JB I will provide all participants with a training manual that includes how to document candidates for foster care, the appropriate tools necessary for verification of candidacy, and various samples of completed case plans.

JB I will assist with an assessment and case planning process that will be conducted to determine who is a candidate and who is not. The purpose of the assessment is to provide documentation of risk level and what areas the juvenile struggles with most in order to help the County develop the most beneficial case plan for youth and family. Once the assessment and case plan are completed, case management activities related to the implementation of the case plan begin.

General Training and Webinars

- JBI will immediately develop a training plan for the County;
- JBI trainings will be documented;
- JBI training material will be provided for each County participant;
- JBI trainings will include an agenda, handout and sign-in sheet that is kept on-hand in the case of an audit and
- JBI will be able to answer Title IV-E questions regarding coding time, completing case plans, deadlines, and all other guidelines on demand.

As needed by the County, JBI will also perform on-site and web-based trainings with the County's staff to ensure a thorough understanding of Title IV-E. JBI will provide training with no additional charge for travel or the actual training time. JBI is available for refresher training or training new county staff. As new County employees are hired, or as JBI determines it is needed or the county requests, additional routine training is provided. JBI also provides a toll free telephone number for support.

JBI also provides webinars as a supplemental method to onsite training. The JBI webinars are at no additional cost to the County. JBI offers webinars to provide updates regarding policies and procedures with IV-E claiming. This is a unique service which has proved beneficial for staff that may be spread out in different buildings or in different areas of the state.

IV-E Administrative Claim Compilation

Every quarter, JBI will compile a Title IV-E Administrative claim for reimbursement on behalf of the County. The IV-E administrative claim is the compilation of data from several sources. Payroll, expenditures, and capital asset information is provided by the client. JBI specializes in capturing all direct and indirect costs allocable to the IV-E program for Federal Match. JBI will customize each claim to the County's organizational structure and accounting systems.

Before JBI begins to prepare the County's Title IV-E Administrative Claim, JBI's Financial Operations teams will provide an initial on-site meeting to explain financial materials that will be required each quarter for claim compilation. JBI will work with the County's financial staff to ensure that the best claiming practices are being utilized. JBI will assist the County with all claiming procedures from start to finish.

- JBI will analyze all expenditures for maximized reimbursability.
- JBI will review all payroll data to ensure all reimbursement opportunities are included.
- JBI will calculate Time Study results for the County's Title IV-E claim.
- JBI provides continuous follow up with staff on any missing information or needed documentation to ensure maximized reimbursability.
- JBI will compile a completed claim for the County to approve.
- JBI will make certain all deadlines are met.

Once the administrative claiming quarter closes, JBI will request all the information to compile the County's Title IV-E Administrative Claim. JBI will mail or email request letters to the County fiscal contacts with specific due dates and descriptions of the types of data being requested.

After the County data is received, JBI will complete the IV-E Administrative claim. JBI will capture all direct and indirect costs allocable to the IV-E program for Federal Match. JBI will allocate costs

within the County Juvenile Probation Department of those participating in the Random Moment Sampling.

Once the claim is complete JBI will submit the Title IV-E Administrative Claims to the County for approval. If the County disapproves of the claim JBI would then revise the claim and resubmit it to the County. JBI will monitor for changes to Title IV-E claiming processes and will incorporate any changes required into the Web Based RMS and/ or training materials.

Additional Financial Support

- JBI will prepare a step down approach to allocate costs. This will ensure all IV-E costs are maximized;
- JBI will update the Indirect Cost Rate methodology to only encompass county central service departments and not department administration;
- JBI will implement an audit procedure and quality assurance process to ensure all costs are being claimed accurately and
- JBI will review financial impacts related to the time study and how staff are positively or negatively impacting the claim and notify the County.

Quality Assurance

JBI will perform quarterly audits to ensure that proper procedures are being utilized. JBI will put in place auditing and quality assurance processes to ensure the County claims accurately. JBI will provide the County with the following types of audits:

- Candidates for Foster Care
- Random Moment audit
- Probation File audit
- Placement File audit

Candidates for Foster Care

A sample of candidates will be selected from the JBI RMS to verify the accuracy of the comment provided in the time study, ensure the case plan clearly documents the minor is a candidate for foster care, the case plan has not exceeded six months and also review the minor's entire case file for all required documents and case notes.

JBI will review cases claimed as candidates for foster care to ensure that the proper documentation is provided and the case file and case notes support this documentation. JBI will perform audits to ensure that proper procedures are being utilized.

- Proper determination of reasonable candidates;
- Proper documentation of reasonable candidates;
- Accuracy of RMS coding and
- Review of case file documentation to support random moment activity.

Random Moment audit

The time study monitoring tool is used to audit the actual time being spent on Title IV-E eligible activities. This process ensures the claims being submitted for payment contain accurate information and back-up documentation. JBI will continually review the methodology to determine if it meets current regulations.

Probation File audit

This tool checks the case plans and verifies case file documentation. JBI will verify that the case plan is filled out correctly, services that are being provided and that all required documentation is in the case file.

Placement File audit

This tool is specifically for minors who are in foster care placement. JBI verifies that the case plan is filled out correctly, what services are being provided and that all required documentation is in the case file. Ensure the case plan is updated every six months.

At the conclusion of any JBI audit, JBI will provide the County a written report of any inaccuracies in hopes the same errors will not continue in future claiming. The County will review recommendations provided by JBI on audit findings.

Audit Support

- JBI will provide the County with additional trainings and support on any audit findings.
- JBI will come on-site to assist the County through any State or Federal Audit that they may undergo.
- JBI attends and stays current on all state Title IV-E trainings to ensure that the most recent information is being carried out at the County level.

County Participation *The County will assist JBI in the quarterly IV-E claiming through the following:*

Financial Support - JBI will provide the County with financial support and assistance and will assist the County with all claiming procedures from start to finish. *The County will provide JBI with the claim submission deadline set by the local CDSS.* The requested financial information shall be provided to JBI in a timely manner so that JBI can adhere to the deadline set forth by the local CDSS.

- The County will provide JBI with initial reports and documentation in order for JBI to determine the most efficient and accurate route to pursue for the County's Title IV-E Administrative claims.
- The County will provide JBI with expenditure reports for analysis.

- The County will provide JBI with payroll data.
- The County will provide any additional financial reports/ information needed to complete claim in order to ensure all reimbursement opportunities are included.
- The County will provide JBI with County specific financial information needed to complete claim. i.e. Cost Allocation Plan and Eligibility Rate.
- The County will provide further information if requested by JBI on any missing information or needed documentation to ensure maximized reimbursability.
- The County will review the claim completed by JBI.
- The County will submit the Title IV-E claim to their local CDSS for processing and payment.

Probation Support

The County will determine and document Title IV-E Candidates for Foster Care in a manner consistent with federal and state guidelines.

Training Support

JBI will perform trainings with the County's staff to provide a thorough understanding of Title IV-E. Training dates will be set in advance and will accommodate county staff schedules.

- The County will participate in trainings provided by JBI.
- The County will participate in periodic "refresher" trainings provided by JBI either on-site or via webinar.

Web Based Random Moment Time Study

JBI will implement a Web Based random moment time keeping system. This RMS system will take the place of the current time study method being utilized by the County.

- The County will ensure that selected staff can access to the JBI RMS website via a computer or smartphone.
- The County will provide JBI with initial County information for the set-up of the Web Based RMS System.
- The County Probation Officers will answer "Observation Moments" as they are received via email to document what they were doing at the time of the random moment.
- The County Probation Officers will have 72 hours, excluding weekends and holidays to answer their "Observation Moments."
- Per DCA, Supervisor/ Observers of Probation Staff will be required to check 10% of the total amount of "Observation Moments" for quality assurance.
- The County will continue to utilize Title IV-E codes set by the state of California for the Web Based time keeping system.

ARTICLE II

RESPONSIBILITIES OF THE COUNTY

The County agrees to perform the following activities:

- A. Designate a properly authorized County representative to sign each JBI Initiative of which the County approves.
- B. Designate a contract monitor who shall:
 - i. Be the person responsible for monitoring JBI's performance under the terms and conditions of this Agreement; and
 - ii. Authorize payment for services rendered based upon properly submitted invoices to the County in accordance with Article V of this agreement (i.e. Compensation).
- C. Provide JBI with copies of or access to documents and databases that are necessary for the successful completion of work required by this Agreement.

ARTICLE III NOTIFICATION

Any notice, specifications, reports, or other written communications from JBI to the County shall be considered delivered when posted by certified mail. Any notice, delivered by certified mail to JBI at the address on the first paragraph of this Agreement shall be considered delivered when posted.

EXHIBIT B

SCHEDULE OF CHARGES AND PAYMENTS

- A. The intent of this Agreement is to compensate JBI for assisting the County with accurate Title IV-E documentation, record retention, and the quarterly IV-E Administrative claim compilation to ensure compliance with current federal and state Title IV-E guidelines. These efforts may include any or all of the following activities web-based time study implementation and monitoring, preparing or enhancing the claim, preparing of submittal packages, preparing audit files, assisting the County with submittals, assisting the County should it be audited for claims on which the Company assisted, training support, or other related federal revenue enhancement activities.
- B. The County agrees to pay for performance of this service, and JBI agrees to accept Performance Fees in the sum of twenty percent (20%) of all state and federal revenue on claim memo paid to the County as described in the scope of services. JBI will be paid its fees upon receipt of related IV-E Juvenile Justice funds by the county once a contract is signed by the County.
- C. Payments shall be made within thirty (30) days of invoicing.
- D. Unless otherwise agreed or directed by JBI in writing, the County shall make payment to the order of JBI, at 1711 E. Beltline Road, Coppel, Texas 75019.
- E. The County agrees that in the unlikely event any funds recovered by the County as a result of this Agreement be subsequently disallowed, that the related fees paid to JBI based on such disallowed reimbursements will be credited against future payments to JBI, or be promptly repaid to the County should this agreement be terminated. In any event, the monetary amount of damages and the full extent of JBI's liability to the County, if any, shall be strictly limited to the amount of funds paid to, or owed to, JBI as a result of this Agreement.
- F. Contractor shall submit invoices for services provided in the prior month. Invoices must include documentation supporting all expenses billed to the Nevada County Probation Department.

All billing/invoices should be sent to:

Nevada County Probation Department
Fiscal Staff
109 ½ Pine Street

Payment Schedule

The County will make payment within thirty (30) days after the billing is received and approved by County and as outlined below.

Unless otherwise agreed to by County, all payments owed by County to Contractor under this Agreement shall be made by Automated Clearing House (ACH). In the event County is unable to release payment by ACH the Contractor agrees to accept payment by County warrant.

EXHIBIT C

INSURANCE REQUIREMENTS

Insurance. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees. Coverage shall be at least as broad as:

- (i) **Commercial General Liability CGL:** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- (ii) **Automobile Liability** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
- (iii) **Workers’ Compensation** insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. **(Not required if contractor provides written verification it has no employees).**
- (iv) If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

Other Insurance Provisions:

The insurance policies are to contain, or be endorsed to contain, the following provisions:

- (i) **Additional Insured Status: The County, its officers, employees, agents, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of the work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 25, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used.)
- (ii) **Primary Coverage** For any claims related to this contract, the **Contractor’s insurance shall be primary** insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, employees, agents, and volunteers shall be excess of the Contractor’s insurance and shall not contribute with it.
- (iii) **Notice of Cancellation** This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Nevada.
- (iv) **Waiver of Subrogation** Contractor hereby grants to County a waiver of any right to subrogation which any insurer or said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

- (v) **Sole Proprietors** If Contractor is a Sole Proprietor and has no employees, they are not required to have Workers Compensation coverage. Contractor shall sign a statement attesting to this condition, and shall agree they have no rights, entitlements or claim against County for any type of employment benefits or workers' compensation or other programs afforded to County employees.
- (vi) **Deductible and Self-Insured Retentions** Deductible and Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claims administration, and defense expenses within the retention. The Policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County. **(Note – all deductibles and self-insured retentions must be discussed with risk, and may be negotiated)**
- (vii) **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.
- (viii) **Claims Made Policies** if any of the required policies provide coverage on a claims-made basis: **(note – should be applicable only to professional liability)**
 - a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 - c. If the coverage is canceled or non-renewed, and not replaced with another **claims-made policy form with a Retroactive Date**, prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of contract work.
- (ix) **Verification of Coverage** Contractor shall furnish the County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to County before work begins. However, failure to obtain and provide verification of the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- (x) **Subcontractors** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.
- (xi) **Special Risks or Circumstances** County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- (xii) **Conformity of Coverages** If more than one policy is used to meet the required coverages, such as an umbrella policy or excess policy, such policies shall be following form with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by the County as noted above. In no cases shall the types of policies be different.
- (xiii) **Premium Payments** The insurance companies shall have no recourse against the COUNTY and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.

(xiv) **Material Breach** Failure of the Contractor to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.

(xv) **Certificate Holder** The Certificate Holder on insurance certificates and related documents should read as follows:

County of Nevada
950 Maidu Ave.
Nevada City, CA 95959

Upon initial award of a contract to your firm, you may be instructed to send the actual documents to a County contact person for preliminary compliance review.

Certificates which amend or alter the coverage during the term of the contract, including updated certificates due to policy renewal, should be sent directly to Contract Administrator.

SUMMARY OF CONTRACT

JUSTICE BENEFITS, INC.

(herein "Contractor"), wherein County desires to retain a person or entity to provide the following services, materials and products generally described as follows:

Assistance for securing Title IVE and other Federal Financial Participation funding for services provided by the County of Nevada.

SUMMARY OF MATERIAL TERMS

Maximum Annual Contract Price: \$42,500

Contract Beginning Date: 7/1/2020 **Contract Termination Date:** 6/30/2022

Liquidated Damages: N/A

INSURANCE POLICIES

Designate all required policies:

Commercial General Liability	(\$2,000,000)	Req'd <u>X</u>
Automobile Liability	(\$1,000,000)	<u>X</u>
Worker's Compensation	(Statutory Limits)	<u>X</u>

LICENSES AND PREVAILING WAGES

Designate all required licenses:

Minimum MA degree in a closely related field and registered with the Board of Behavioral Sciences

NOTICE & IDENTIFICATION

Contractor:

Justice Benefits, Inc.
1711 E. Beltline Road
Coppell, Texas 75019

County of Nevada:

Nevada County Probation
109 ½ N. Pine Street
Nevada City, CA 95959

Contact Person: Megan Milas
(972) 406-3737
e-mail: mmilas@jbi-ltd.com

Contact Person: Michael Ertola
(530) 265-1209
e-mail: Michael.Ertola@co.nevada.ca.us

Contractor is a: (check all that apply)

Corporation:	<u> </u> Calif.,	<u> X </u> Other,	<u> </u> LLC,	<u> </u> Non-profit
Partnership:	<u> </u> Calif.,	<u> </u> Other,	<u> </u> LLP,	<u> </u> Limited
Person:	<u> </u> Indiv.,	<u> </u> DbA,	<u> </u> Ass'n	<u> </u> Other

EDD: Independent Contractor Worksheet Required: Yes No

ATTACHMENTS

Designate all required attachments:

Exhibit A: Schedule of Services (Provided by Contractor)	Req'd <u>X</u>
Exhibit B: Schedule of Charges and Payments (Paid by County)	<u>X</u>
Exhibit C: Insurance Requirements (Required by Contractor)	<u>X</u>