



RESOLUTION No. 16-283

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION AUTHORIZING EXECUTION OF A RENEWAL CONTRACT WITH JUSTICE BENEFITS, INCORPORATED FOR PROVISION OF CONSULTING, TIME STUDY AND TRAINING SERVICES PERTAINING TO TITLE IV-E REIMBURSEMENT CLAIMING AND PERTAINING TO ASSISTANCE IN SECURING FEDERAL FINANCIAL PARTICIPATION FUNDS FOR FISCAL YEARS 2016/2017 AND 2017/2018

WHEREAS, certain programs mandated by the Federal government may be reimbursed to counties; and

WHEREAS, one of these programs is the Title IV-E Program; and

WHEREAS, the administrative processes used to gather and document all information necessary for reimbursement are complex and time extensive; and

WHEREAS, Justice Benefits, Inc. offers these services at a rate of 22% of revenue for each quarterly reimbursement; and

WHEREAS, the parties have previously entered into a Personal Services Contract dated March 25, 2014 which is set to expire on June 30, 2016 adopted by Resolution 14-099.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors, of the County of Nevada, State of California, that the Chair of the Board of Supervisors is hereby authorized to execute, on behalf of the County of Nevada that certain personal services contract with Justice Benefits, Inc. pertaining to assistance in Title IV-E reimbursement claiming and assistance securing Federal Financial participation funds for the period beginning July 1, 2016 through June 30, 2018.

All services are funded through Probation's existing general fund allocation and State Juvenile Realignment Youthful Offender Block Grant allocation funds. Funds to be disbursed from 0101-20320-201-1000 / 521520 not to exceed a maximum contract amount of \$75,000.

BE IT FURTHER RESOLVED, that the Nevada County Board of Supervisors hereby directs the Auditor-Controller to encumber \$32,500 Fiscal Year 2016/2017.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a special meeting of said Board, held on the 21st day of June, 2016, by the following vote of said Board:

Ayes: Supervisors Nathan H. Beason, Edward Scofield, Dan Miller, Hank Weston and Richard Anderson.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: 


Dan Miller, Chair

6/21/2016 cc: Probation*
AC*(hold)

7/1/2016 cc: Probation(1)
AC*(release)
JBI

PERSONAL SERVICES CONTRACT

County of Nevada, California

This Personal Services Contract is made between the COUNTY OF NEVADA (herein "County"), and

Justice Benefits, Inc. as the general partner of JBI, LTD, a Texas limited partnership

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

(§1) **Assistance for securing Title IVE and other Federal Financial Participation funding for services provided by the County of Nevada**

SUMMARY OF MATERIAL TERMS

(§2) **Maximum Contract Price:** \$75,000
(§3) **Contract Beginning Date:** 7/1/2016 **Contract Termination Date:** 6/30/2018
(§4) **Liquidated Damages:** NA

INSURANCE POLICIES

Designate all required policies:

		Req'd	Not Req'd
(§6) Commercial General Liability	(\$1,000,000)	<u>X</u>	<u> </u>
(§7) Automobile Liability	(\$ 300,000) Personal Auto	<u> </u>	<u>X</u>
	(\$1,000,000) Business Rated	<u>X</u> or	<u> </u>
	(\$1,000,000) Commercial Policy	<u>X</u>	<u> </u>
(§8) Worker's Compensation		<u>X</u>	<u> </u>
(§9) Errors and Omissions	(\$1,000,000)	<u>X</u>	<u> </u>

LICENSES AND PREVAILING WAGES

(§14) Designate all required licenses: NA

NOTICE & IDENTIFICATION

(§26) Contractor: 1711 E. Beltline Road Coppell, Texas 75019	County of Nevada: Probation Department 109 1/2 North Pine Street Nevada City, California 95959
Contact Person: Michael Moore (703) 288-0029 e-mail: mmoore@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
HIPAA: Schedule of Required Provisions (Exhibit D): Yes No

ATTACHMENTS

Designate all required attachments:

	Req'd	Not Req'd
Exhibit A: Schedule of Services (Provided by Contractor)	<u>X</u>	<u> </u>
Exhibit B: Schedule of Charges and Payments (Paid by County)	<u>X</u>	<u> </u>
Exhibit C: Schedule of Changes (Additions, Deletions & Amendments)	<u>X</u>	<u> </u>
Exhibit D: Schedule of HIPAA Provisions (Protected Health Information)	<u> </u>	<u>X</u>

Terms

Each term of this Contract below specifically incorporates the information set forth in the Summary at page one (1) above as to each respective section (§) therein, as the case may be.

Services

1. **Scope of Services:**

Contractor shall provide all of the services, materials and products (herein "Services") generally described in **Exhibit "A"**, according to a performance schedule, if applicable, as set forth in said exhibit (herein "Performance Schedule"). If requested, Contractor agrees to serve as an expert witness for County in any third party action or proceeding arising out of this Contract.

Payment

2. **Charges and Payments:**

The charges (herein "Charges") for furnishing the aforesaid Services under this Contract are set forth in **Exhibit "B"**, including, if applicable, hourly rates, unit pricing, and expense, mileage and cost limits. Said Charges shall be presented monthly by invoice, and shall be due within thirty (30) days of receipt unless payment is otherwise set forth in said **Exhibit "B"**, and shall remain in effect for the entire term of this Contract, and any extension hereof. In no event will the cost to County for Services to be provided under this Contract, including direct non-salary expenses, exceed the **Maximum Contract Price** set forth at §2, page one (1), above.

Time for Performance

3. **Contract Term:**

This Contract shall commence on the **Contract Beginning Date** set forth at §3, page one (1), above. All Services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** set forth at §3, page one (1), above.

4. **Liquidated Damages:**

County and Contractor agree that damages to County due to delays in timely providing Services in accordance with the aforesaid Performance Schedule and Contract Termination Date are impractical and difficult to ascertain. Therefore, if §4 at page one (1) hereof shall indicate a daily amount as **Liquidated Damages**, County shall have the right to assess said daily sum, not as a penalty, but as and for damages to County due to delays in providing Services not in accordance with the said Performance Schedule, or later than the Contract Termination Date (herein "Delay"). Liquidated Damages shall be offset against amounts owing to Contractor, including retention sums.

To the extent that any Delay is a result of matters or circumstances wholly beyond the control of Contractor, County may excuse said Liquidated Damages; provided however, that County may condition such excuse upon Contractor having given prompt notice to County of such delay immediately by telephone and thereafter by written explanation within a reasonable time. The time for Contractor's performance shall be extended by the period of delay, or such other period as County may elect.

5. **Time of the Essence:**

Time is of the essence with respect to Contractor's performance under this Contract. Delay in meeting the time commitments contemplated herein will result in the assessment of liquidated damages, if indicated at §4 at page one (1), hereof. If Liquidated Damages are not so indicated, damages shall be as otherwise provided by law.

Insurance

6. **Commercial General Liability Insurance:** (County Resolution No. 90674)

If §6 at page one (1) hereof shall indicate a **Commercial General Liability** insurance policy is required, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following:

- (i) Broad form coverage for liability for death or bodily injury to a person or persons, and for property damage, combined single limit coverage, in the minimum amount indicated at said §6;

- (ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;
- (iii) A provision that said insurance shall be primary and other insurance maintained by the County of Nevada shall be excess only and not contributing with Contractor's insurance;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

7. Automobile Liability Insurance: (County Resolution No. 90676)

If §7 at page one (1) hereof shall require either a Business Rated or a Commercial Automobile Liability insurance policy, for each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following provisions:

- (i) Liability protection for death or bodily injury to a person or persons, property damage, and uninsured and underinsured coverage, combined single limit coverage, in the minimum amount indicated at said §7;
- (ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;
- (iii) A provision that said insurance shall be primary and other insurance maintained by the County of Nevada shall be excess only and not contributing with Contractor's insurance;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

If §7 at page one (1) hereof shall require a Personal Auto policy, for each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance for a minimum of three hundred thousand dollars, (\$300,000), in combined single limits, and naming the County as additionally insured.

8. Worker's Compensation: (County Resolution No. 90674)

If §8 at page one (1) hereof shall indicate a **Worker's Compensation** insurance policy is required, Contractor shall maintain said policy as required by law, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County.

Before commencing to utilize employees in providing Services under this Contract, Contractor warrants that it will comply with the provisions of the California Labor Code, requiring Contractor to be insured for worker's compensation liability or to undertake a program of self-insurance therefor.

9. Errors and Omissions:

If §9 at page one (1) hereof shall indicate **Errors and Omissions** insurance is required, Contractor shall maintain either a professional liability or errors & omissions policy in the minimum amount indicated, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County.

10. Miscellaneous Insurance Provisions: (County Resolution No. 90675)

All policies of insurance required by this Contract shall remain in full force and effect throughout the life of this Contract and shall be payable on a "per occurrence" basis unless County specifically consents to "claims made" coverage. If the County does consent to "claims made" coverage and if Contractor changes insurance carriers during the term of this Contract or any extensions hereof, then Contractor shall carry prior acts coverage.

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by County, its officers, agents and/or employees, shall be excess only and not contributing with insurance required or provided under this agreement.

At all times, Contractor shall keep and maintain in full force and effect throughout the duration of this Contract, policies of insurance required by this Contract which policies shall be issued by companies

with a Best's Rating of B+ or higher (B+, B++, A-, A, A+ or A++), or a Best's Financial Performance Rating (FPR) of 6 or higher (6, 7, 8 or 9) according to the current Best's Key Rating Guide, or shall be issued by companies approved by the County Risk Manager. In the event the Best's Rating or Best's FPR shall fall below the rating required by this paragraph, Contractor shall be required to forthwith secure alternate policies which comply with the rating required by this paragraph, or be in material breach of this Contract.

Failure to provide and maintain the insurance policies (including Best's ratings), endorsements, or certificates of insurance required by this Contract shall constitute a material breach of this agreement (herein "Material Breach"); 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 Contract, or both. (See §13, ¶2, below, as these provisions additionally apply to subcontractors.)

11. Indemnity:

Nothing herein shall be construed as a limitation of Contractor's liability, and Contractor shall indemnify, defend and hold harmless the County and its officers, officials, employees, agents and volunteers from any and all liabilities, claims, demands, damages, losses and expenses (including, without limitation, defense costs and attorney fees of litigation) which result from the negligent act, willful misconduct, or error or omission of Contractor, except such loss or damage which was caused by the sole negligence or willful misconduct of County or its officers, officials, employees, agents and volunteers.

Personal Services

12. Contractor as Independent:

In providing services herein, Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as agents or employees of County.

13. Assignment and Subcontracting:

Except as specifically provided herein, the rights, responsibilities, duties and Services to be performed under this Contract are personal to the Contractor and may not be transferred, subcontracted, or assigned without the prior written consent of County. Contractor shall not substitute nor 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 at §§6, 7, 8, 9 and 10, to the extent such insurance provisions are required of Contractor under this Contract. 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 Contract, or both.

14. Licensing and Permits:

Contractor warrants (i) Contractor is qualified and competent to provide all Services under this contract; (ii) Contractor and all employees of Contractor hold all necessary and appropriate licenses therefor, including those licenses set forth at §14, page one (1) hereof; and, (iii) Contractor shall obtain, and remain in compliance with, all permits necessary and appropriate to provide said Services. Contractor shall cause said licenses and permits to be maintained throughout the life of this Contract. Failure to do so 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 Contract, or both.

Public Contracts

15. Prevailing Wage and Apprentices:

To the extent made applicable by law, performance of this Contract 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 §§1720, et seq.; and shall be in conformity with Title 8 of the California Code of Regulations §§200 et seq., relating to apprenticeship. Where applicable:

(i) 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>.

(ii) 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 Contract.

(iii) Contracts to which these 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.

(iv) 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.

16. Accessibility (County Resolution No. 00190):

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 be in compliance 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.

17. Nondiscriminatory Employment:

In providing Services hereunder, Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, political affiliation, ancestry, marital status or disability. This policy does not require the employment of unqualified persons.

18. Prior Nevada County Employment (County Resolution No. 03-353):

Effective July 22, 2003, it is the policy of the County of Nevada that former members of the Board of Supervisors, a former CEO, or a former Purchasing Agent, for a period of twelve (12) months following the last day of employment, shall not enter into any relationship wherein that former employee or former Board member receives direct remuneration from a legal entity that, during the last twelve (12) months of said employment or Board member's service, entered into a contract with, or received a grant from the County of Nevada. Provided however, that this prohibition shall not apply to any employee that did not personally approve a contract with or grant to said legal entity during the last twelve (12) months of said employment, and shall not apply when the Board of Supervisors did not approve a contact with or grant to said legal entity during the last twelve (12) months of said Board member's service.

A violation of this policy shall subject Contractor to all of the remedies enumerated in said resolution and as otherwise provided in law, which remedies shall include but not be limited to injunctive relief, cancellation and voiding of this contract by County, a return of grant money, a cause of action for breach of contract, and entitlement to costs and reasonable attorney fees in any action based upon a breach of contract under this provision.

19. Cost Disclosure:

In accordance with Government Code Section 7550, should a written report be prepared under or required by the provisions of this Contract, Contractor agrees to state in a separate section of said report the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of said report

Default and Termination

20. Termination:

A Material Breach of this Contract pursuant to the terms hereof 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 contract, or both, **without notice**.

If Contractor fails to timely provide in any manner the services materials and products required under this Contract, or otherwise fails to promptly comply with the terms of this Contract, or violates any ordinance, regulation or other law which applies to its performance herein, County may terminate this Contract by giving **five (5) days written notice** to Contractor.

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.

County, upon giving **sixty (60) calendar days written notice** to Contractor, shall have the right to terminate its obligations under this Contract 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.

Miscellaneous

21. Books of Record and Audit Provision:

Contractor shall maintain complete records relating to this Contract for a period of five (5) years from the completion of Services hereunder. Said 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

Contractor shall permit County to audit said records as well as such related records of any business entity controlled by Contractor. Said audit may be conducted on Contractor's premises or at a location designated by County, upon fifteen (15) days notice. Contractor shall promptly refund any moneys erroneously charged and shall be liable for the costs of audit if the audit establishes an over-charged of five percent (5%) or more of the Maximum Contract Price.

22. Intellectual Property:

All original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto (herein "Intellectual Property"), which concern or relate to this Contract and which have been prepared by, for or submitted to Contractor, shall be the property of County, and upon fifteen (15) days demand therefor, shall be promptly delivered to County without exception. Provided however, for personal purposes only and not for commercial, economic or any other purpose, Contractor may retain a copy of Contractor's work product hereunder.

23. Entire Agreement:

This Contract represents the entire agreement of the parties, and no representations have been made or relied upon except as set forth herein. This Contract may be amended or modified only by written, fully executed agreement of the parties.

24. Jurisdiction and Venue:

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Nevada County, California.

25. Compliance with Applicable Laws:

The 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.

26. Notices:

This Contract shall be managed and administered on County's behalf by the department and the person set forth at §26, page one (1) of this Contract, and all invoices shall be submitted to and approved by this Department. In addition to personal service, all notices may be given to County and to Contractor by first class mail addressed as set forth at said §26 Said notices shall be deemed received the fifth (5th) day following the date of mailing or the earlier date of personal service, as the case may be.

27. 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.

Confidentiality

28. Contractor, its employees, agents and or subcontractors may come in contact with documents that contain information regarding matters that must be kept confidential by the County, including personally identifiable patient or client information. Even information that might not be considered confidential for the usual reasons of protecting non-public records should be considered by Contractor to be confidential.

Contractor agrees to maintain confidentiality of information and records as required by applicable federal, state, and local laws, regulations and rules and recognized standards of professional practice.


Notwithstanding any other provision of this Agreement, the Contractor agrees to protect the confidentiality of any confidential information with which the Contractor may come into contact in the process of performing its contracted services. This information includes but is not limited to all written, oral, visual and printed patient or client information, including but not limited to: names, addresses, social security numbers, date of birth, driver's license number, case numbers, services provided, social and economic conditions or circumstances, agency evaluation of personal information, and medical data.

The Contractor shall not retain, copy, use, or disclose this information in any manner for any purpose that is not specifically permitted by this agreement. Violation of the confidentiality of patient or client information may, at the option of the County, be considered a material breach of this Agreement."

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


CONTRACTOR:

JBI, LTD., a Texas Limited Partnership
By: Justice Benefits, Inc., a Texas Corporation
Its: Corporate General Partner


Name: C. Robin Liu
Title: Chief Operating Officer

Dated: June 20, 2016

COUNTY OF NEVADA:


Honorable Dan Miller
Chair, Board of Supervisors

Dated: 6-28-16


Attest: 
Julie Patterson Hunter
Clerk of the Board

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:

1.01 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.

1.02 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.

1.03 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 documentation review 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. JBI will assist the County by completing the following steps:

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

Time Study

JBI has developed a versatile Web Based RMS time study that has been approved by CDSS. JBI 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

JBI will act as the County's time study coordinator. On a monthly basis, JBI will be responsible for running the time study and the quality assurance process. As the time study coordinator, JBI 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.

Study Notification

Once the sampling is verified by the JBI time study coordinator, 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 JBI 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 JBI 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 JBI 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

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

JBI'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 JBI quality assurance process consists of two steps. JBI'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 JBI 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

JBI will train and educate the County staff on what is required to participate in Title IV-E Administrative Claiming and JBI'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 JBI trainer will focus on the following for the RMS training session:

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

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

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. 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.

JBI 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. JBI will assist with an assessment and case planning process that will be conducted to determine who is a candidate and who is not.

JBI will provide the 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.

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.

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 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.

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.

Quality Assurance

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

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. A time study will be generated quarterly and the results will be calculated and compiled by JBI into the quarterly IV-E claim. Quarterly time frames for the state of California are below.

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

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 V
COMPENSATION**

5.01 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. The parties agree JBI will be compensated for JBI's activities described in the Scope of Services at the following fee:

Initial Quarter (June 1, 2016 – September 30, 2016)

The County agrees to pay for performance of this service, and JBI agrees to accept Performance Fees in the sum of twenty-two percent (22%) of all IV-E revenue paid to the County.

JBI will only submit an invoice for the 22% fee upon County's receipt of IV-E Juvenile Justice funds.

Subsequent Quarters

JBI will prepare and compile the quarterly Title IV-E Administrative Claims for the County. Upon the County's receipt of final quarterly reimbursement revenue from the State of California, JBI will invoice 22% of final Title IV-E reimbursement revenue as shown on State form AA190 Statement of Cash Advance issued by the State Department of Social Services. Payments shall be made within thirty (30) days of invoicing

Retroactive Quarters

Contingency Fee: JBI will be paid its Performance fees of fifteen percent (15%) on any retroactive claims filed for Title IV-E. JBI will be paid its fees upon receipt of related funds by the County.

5.02 Unless otherwise agreed or directed by JBI in writing, the County shall make payment to the order of JBI, at 1711 E. Beltline Road, Coppell, Texas.

5.03 JBI 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.

5.04 JBI shall have the right to review the County's claims, grant awards, and such books, records, and other documents as may be required to ensure that the payment of JBI's fees is in accordance with this Agreement.

EXHIBIT "B"

SCHEDULE OF CHARGES AND PAYMENTS

(Paid by County)

**ARTICLE III
COMPENSATION**

3.01 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. The parties agree JBI will be compensated for JBI's activities described in the Scope of Services at the following fee:

Initial Quarter (June 1, 2016 – September 30, 2016)

The County agrees to pay for performance of this service, and JBI agrees to accept Performance Fees in the sum of twenty-two percent (22%) of all IV-E revenue paid to the County.

JBI will only submit an invoice for the 22% fee upon County's receipt of IV-E Juvenile Justice funds.

Subsequent Quarters

JBI will prepare and compile the quarterly Title IV-E Administrative Claims for the County. Upon the County's receipt of final quarterly reimbursement revenue from the State of California, JBI will invoice 22% of final Title IV-E reimbursement revenue as shown on State form AA190 Statement of Cash Advance issued by the State Department of Social Services. Payments shall be made within thirty (30) days of invoicing

3.02 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.

3.03 JBI 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.

3.04 JBI shall have the right to review the County's claims, grant awards, and such books, records, and other documents as may be required to ensure that the payment of JBI's fees is in accordance with this Agreement.

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 invoices should be sent to:

Nevada County Probation Department - Attention Fiscal Staff
109 ½ North Pine Street
Nevada City, CA 95959

EXHIBIT "C"

SCHEDULE OF CHANGES

ARTICLE IV 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.

ARTICLE V MISCELLANEOUS PROVISIONS

5.01 **Authority.** All necessary approvals for the execution of this Agreement have been obtained and each person executing this agreement on behalf of the County is authorized to execute this Agreement as the binding act of the County.

Some programs require a submission with digital signature from an authorized elected official of the County. Contractor will prepare the claim and then provide step-by-step instructions for the authorized County official to complete the online form.

5.02 **Changes to be in Writing.** This Agreement may be modified to include additional work the County desires to be completed on a fixed or contingent fee basis with the written consent of both parties.

5.03 **Choice of Law, Forum Selection and Alternative Dispute Resolution.** Once records are made available, the claim preparation work will be performed by the Contractor at its headquarters in Dallas County, Texas. This Agreement shall be governed by the laws of the State of **California**, and any disputes shall be resolved in said state. The parties prefer informal resolution of any disputes. Prior to filing litigation, the parties shall discuss participating in alternative dispute resolution, including a pre-suit mediation or settlement conference.

5.04 **Counterparts.** This Agreement and the Initiatives that follow may be executed in separate counterparts, each of which shall be deemed to be an original, and such counterparts shall together constitute but one and the same document.

5.05 **Entire Agreement.** This Agreement and its attachments (including all approved Initiatives), if any, contain the entire Agreement between the Contractor and the County. Any previous proposals, offers, discussions, preliminary understandings and other communications relative to this Agreement, oral or written, are hereby superseded by this Agreement.

5.06 **Force Majeure.** Contractor shall be excused from performance during any delay beyond the time named for the performance of this contract caused by any act of God, war, civil disorder, strike or other cause beyond its reasonable control.

5.07 **Headings.** The headings used herein are for convenience only and shall not limit the construction or interpretation hereof.

5.08 **Inconsistencies.** Where there exists any inconsistency between this Agreement and other provisions of collateral contractual agreements that are made a part hereof by reference or otherwise, the provisions of this Agreement shall control.

5.09 **Indemnification.** Contractor agrees to indemnify the County, its officers, employees and agents for injury to persons or property, including contractor, its officers, employees or agents, the County, its officers, employees or agents, or other persons where such injury proximately results from an intentional act or omission of the Contractor or its employees.

5.10 **Independent Contractor.** Contractor shall be considered an independent contractor and not an employee of the County. Contractor shall be solely responsible for paying its own staff and the out-of-pocket expenses it incurs in providing services hereunder. Contractor shall also maintain general liability insurance at its own expense, in addition to workers' compensation coverages as may be required by law, and will provide proof of insurance to the County upon twenty (20) days notice.

5.11 **Interest.** In the event a written invoice for services provided under this Agreement remains unpaid for sixty (60) days, the claimant shall be entitled to interest at the highest rate allowed by law.

5.12 **Legal Fees.** In the event a claim for damages is made under this Agreement, the claimant shall be entitled to recover reasonable and necessary attorneys' fees and interest at the highest rate allowed by law, provided that said claim is first presented in writing and remains unpaid for thirty (30) days.

5.13 **Non-Discrimination.** In performing this Agreement, contractor agrees it will not engage in discrimination in employment of persons because of the race, color, sex, national origin or ancestry, or religion of such persons.

5.14 **Prohibition against Assignment.** There shall be no assignment or transfer of this Agreement without the prior written consent of both parties hereto, except as follows: Contractor shall be permitted to assign its right to be paid by the County after completing its work on an Initiative.

5.15 **Rule of Construction.** Each party and its legal counsel have been afforded the opportunity to review and revise this Agreement. The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments of exhibits hereto.

5.16 **Severability.** Each paragraph and provision hereof is severable from the entire Agreement and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

5.17 **Terminology and Definitions.** All personal pronouns used herein, whether used in the masculine, feminine or neutral, shall include all other genders; the singular shall include the plural and the plural shall include the singular.

5.18 **Waiver.** The failure on the part of any party to exercise or to delay in exercising, and no course of dealing with respect to any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies provided herein are cumulative and not exclusive of any remedies provided by law or in equity, except as expressly set forth herein.



Approved by County Counsel