

**COUNTY OF MENDOCINO  
STANDARD SERVICES AGREEMENT**

This Agreement is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and Justice Benefits, Incorporated, hereinafter referred to as the "CONTRACTOR".

**WITNESSETH**

WHEREAS, pursuant to Government Code Section 31000, COUNTY may retain independent contractors to perform special services to or for COUNTY or any department thereof; and,

WHEREAS, COUNTY desires to obtain CONTRACTOR for its Title IV-E Claiming Services; and,

WHEREAS, CONTRACTOR is willing to provide such services on the terms and conditions set forth in this AGREEMENT and is willing to provide same to COUNTY.

NOW, THEREFORE it is agreed that COUNTY does hereby retain CONTRACTOR to provide the services described in Exhibit "A", and CONTRACTOR accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

Exhibit A	Definition of Services
Exhibit B	Payment Terms
Exhibit C	Insurance Requirements
Exhibit D	Mendocino County ePayables Information
Exhibit E	INITIATIVE: Probation's Title IV-E Administrative Claims

The term of this Agreement shall be from the date this Agreement becomes fully executed by all parties (the "Effective Date"), and shall continue through June 30, 2022.

The compensation payable to CONTRACTOR hereunder shall not exceed One Hundred Thirty Two Thousand dollars (\$132,000.00) for the term of this Agreement.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

12EN LOATEM 5/1/18  
DEPARTMENT HEAD DATE

Budgeted: ☒ Yes ☐ No

Budget Unit: 2560

Line Item: 862189

Grant: ☐ Yes ☒ No

Grant No.: \_\_\_\_\_

COUNTY OF MENDOCINO

By: Dan Hamburg  
DAN HAMBURG, Chair  
BOARD OF SUPERVISORS

Date: JUN 20 2018

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: Karla Vautagen  
Deputy

JUN 20 2018

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

CARMEL J. ANGELO, Clerk of said Board

By: Karla Vautagen  
Deputy

JUN 20 2018

INSURANCE REVIEW:

By: Carmel Angelo  
Risk Management

Date: 5-14-18

CONTRACTOR/COMPANY NAME

By: Jaime Brown  
Jaime Brown, Vice President

Date: 5/1/18

NAME AND ADDRESS OF CONTRACTOR:

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

1711 E. Beltline Road

Coppell, TX 75019

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

KATHARINE L. ELLIOTT,  
County Counsel

By: B. Blanton  
Deputy

Date: 5/2/18

EXECUTIVE OFFICE/FISCAL REVIEW:

By: Janette Rau  
Deputy CEO

Date: 5-14-18

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors

Exception to Bid Process Required/Completed ☐

Mendocino County Business License: Valid ☐

Exempt Pursuant to MCC Section: \_\_\_\_\_



## AGREEMENT FOR PROFESSIONAL SERVICES

between  
**Justice Benefits, Incorporated**  
and  
**Mendocino County, California**

This Agreement is entered into by and between Mendocino County, California (hereinafter referred to as the "County") and Justice Benefits, Inc. as the general partner of JBI, LTD, a Texas limited partnership (hereinafter, collectively referred to as "JBI" or "Contractor"), located at 1711 E. Beltline Road, Coppell, Texas 75019.

### WITNESSETH

**WHEREAS**, many of the services provided by the County are funded directly by local and state funds when, in fact, some of those services are eligible for Federal Financial Participation (hereinafter "FFP"); and

**WHEREAS**, JBI is willing and able to provide professional assistance to explore opportunities for new state funding, to review prospects for expansion of existing and new state funding opportunities, new FFP, to review prospects for expansion of existing FFP, and to secure additional FFP as may be appropriate for the County;

**NOW, THEREFORE**, for and in consideration of these mutual covenants and promises recorded herein, the parties hereto agree as follows.

### ARTICLE I RESPONSIBILITIES OF JBI

JBI agrees to perform the following services:

- 1.01 JBI will review the policies and procedures used by the County to identify such additional Federal, State, 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 or state reimbursement opportunity arises, JBI may notify the County of that opportunity. JBI will strive to identify and optimize all federal and state 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. Upon the County signing a written directive and/ or Initiative with JBI for the claiming of federal and/or state dollars, then JBI will be entitled to compensation for that Initiative as set forth in Article V of this Agreement.

## **ARTICLE II RESPONSIBILITIES OF THE COUNTY**

2.01 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 INITIAL TERM AND RENEWAL**

3.01 The initial term of this Agreement is four (4) years, commencing July 1<sup>st</sup>, 2018. The COUNTY has and reserves the right to suspend, terminate or abandon the execution of any work by the CONTRACTOR without cause at any quarter ending date (March 31, June 30, September 30, or December 31) giving to the CONTRACTOR at least thirty (30) day notice. Such notice shall be in writing and may be issued by any county officer authorized to execute or amend the contract, the County Chief Executive Office, or any other person designated by the County Board of Supervisors. In the event that the County should abandon, terminate or suspend the CONTRACTOR's work, the CONTRACTOR shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to CONTRACTOR for its Title IV-E Claiming Services shall not exceed \$132,000.00 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment or lack of funding.

## **ARTICLE IV CONFIDENTIALITY**

The County and JBI mutually agree that the confidentiality of the information obtained by JBI shall be strictly observed, as permitted by law, in any reporting, auditing, invoicing and evaluation, provided however, that this provision shall be construed as a standard of conduct and not a limitation upon the right to conduct the foregoing activities.

## ARTICLE V COMPENSATION

Refer to Exhibit B.

## ARTICLE VI 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 VII MISCELLANEOUS PROVISIONS

7.01 **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.

7.02 **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.

7.03 **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.

7.04 **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.

7.05 **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.

7.06 **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.

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

7.08 **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.

7.09 **Indemnification.** To the furthest extent permitted by law (including without limitation California Civil Code sections 2782 and 2782.8, if applicable), CONTRACTOR shall assume the defense of, indemnify, and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all claims, demands, damages, costs, liabilities, and losses whatsoever alleged to be occurring or resulting in connection with the CONTRACTOR's performance or its obligations under this AGREEMENT, unless arising out of the sole negligence or willful misconduct of COUNTY. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

7.10 **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.

7.11 **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.

7.12 **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.

7.13 **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.

7.14 **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.

7.15 **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.

7.16 **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.

7.17 **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.



## **EXHIBIT A**

### **DEFINITION OF SERVICES**

CONTRACTOR shall provide the following services:

#### **JBI Title IV-E Scope of Services**

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 Mendocino County in accurately compiling the Title IV-E Administrative Claims for quarters in which JBI is under contract with Mendocino 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 Mendocino County. JBI will come onsite to perform the detailed reviews of each piece of the Title IV-E Analysis.

#### **Time Study – RMS (Contingent on County's Request)**

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.

### **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.

### **Position List**



The positions identified as meeting the RMS sample population definition are maintained by JBI. 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 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.

## **Training**

### **Time Study Training**

After all the RMS information is entered into the JBI database, 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. JBI 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.

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 provide Mendocino 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.

JBI 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.

JB I 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.



JB I 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. JB I 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. JB I 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. JB I 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. JB I 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 JB I audit, JB I 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 JB I on audit findings.

### **Audit Support**

- JB I will provide the County with additional trainings and support on any audit findings.
- JB I will come on-site to assist the County through any State or Federal Audit that they may undergo.
- JB I 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 JB I in the quarterly IV-E claiming through the following:*

**Financial Support** - JB I 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 JB I with the claim submission deadline set by the local CDSS.* The requested financial information shall be provided to JB I in a timely manner so that JB I can adhere to the deadline set forth by the local CDSS.

- The County will provide JB I with initial reports and documentation in order for JB I 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 (County's Option)**

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.

[END OF DEFINITION OF SERVICES]



## **EXHIBIT B**

### **PAYMENT TERMS**

#### **ARTICLE V COMPENSATION**

5.01 The intent of this Agreement is to compensate JBI for revenues received by the County that are a direct result of JBI's efforts. These efforts may include any or all of the following activities: advising the County of the reimbursement opportunity, 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, or other related federal and/or state revenue enhancement activities. The parties agree JBI will be compensated for revenue sources that directly result from JBI's activities described in the Scope of Services at the rates included in each attached initiative and written directive signed by the county.

- ❖ Each Initiative and Written Directive signed by the County includes rates at which JBI will be paid.

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 75019.

5.03 Both parties recognize that delays in payment or reimbursement to the County by the Federal or State government may occur. JBI will be reimbursed within twenty-one (21) days after funds are actually received by the County and an accurate invoice is delivered to the County by JBI, even if those receipts occur beyond the term of this Agreement.

5.04 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.

5.05 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.

[END OF PAYMENT TERMS]

## **EXHIBIT C**

### **INSURANCE REQUIREMENTS**

Insurance coverage in a minimum amount set forth herein shall not be construed to relieve CONTRACTOR for liability in excess of such coverage, nor shall it preclude COUNTY from taking such other action as is available to it under any other provisions of this Agreement or otherwise in law. Insurance requirements shall be in addition to, and not in lieu of, Contractor's indemnity obligations under Paragraph 2 of this Agreement.

CONTRACTOR shall furnish to COUNTY certificates of insurance with Automobile Liability/General Liability Endorsements evidencing at a minimum the following:

- a. Combined single limit bodily injury liability and property damage liability - \$1,000,000 each occurrence.
- b. Vehicle / Bodily Injury combined single limit vehicle bodily injury and property damage liability - \$500,000 each occurrence.

[END OF INSURANCE REQUIREMENTS]

## EXHIBIT D

### MENDOCINO COUNTY EPAYABLES INFORMATION

The County of Mendocino is currently making credit card payments to all of our vendors and suppliers who qualify. To qualify, vendors need to currently accept credit card payments. To achieve this more efficient form of payment, the County has partnered with Bank of America and their ePayables credit card program. This electronic initiative will yield many benefits to its participants:

- Expedited receipt of cash – electronic credit card payments provide cash flow benefits by eliminating mail and paper check float
- Elimination of check processing costs
- Remittance data transmitted with payment for more efficient back-end reconciliation
- No collection costs associated with lost or misplaced checks
- Reduced exposure to check fraud
- More efficient handling of exception items
- Fits with existing accounting software – requires no purchase of software, no modifications to existing accounts receivable system and no change to bank accounts.
- Going green with paperless electronic credit card payments help conserve the environment by eliminating printing and mailing of paper checks.

For information regarding the payment process, please contact Margaret Yates [yatesm@mendocinocounty.org](mailto:yatesm@mendocinocounty.org) or 707-234-6869.

Additional information regarding the Bank of America Program is also available at:

[http://corp.bankofamerica.com/business/ci/landing/epayables-vendors?cm\\_mmc=sb-general\\_-vanity\\_-sg01vn000r\\_epayablesvendors\\_-na](http://corp.bankofamerica.com/business/ci/landing/epayables-vendors?cm_mmc=sb-general_-vanity_-sg01vn000r_epayablesvendors_-na)



## EXHIBIT E

### **INITIATIVE: Probation's Title IV-E Administrative Claims**

#### **A) Description of JBI's Contribution:**

JB-I recognizes that Mendocino County is independently filing for Title IV-E Administrative Claims, however JBI will assist Mendocino County in enhancing new Title IV-E Administrative Claims for quarters in which JBI is under contract with Mendocino County. JBI will define and document reimbursable activities of staff for Title IV-E Administrative claiming. In the process, JBI will implement a time keeping system, and prepare and submit Title IV-E Administrative Claims.

- JBI will perform onsite trainings, to train and educate Mendocino County probation staff on what is required to participate in Title IV-E Administrative Claiming and JBI's RMS. JBI will provide additional training support through webinars and phone conversations.
- Title IV-E Administrative Claiming Training provided by JBI:
  - Case Plan Training
  - Candidacy Training
  - Time Code Training
  - RMS Training
  - Court Order Training
- JBI will also provide additional training support for refresher training or training new county staff.
- JBI will provide a detailed training manual to all eligible Mendocino County staff who participates in the quarterly time study.
- JBI's will provide continuous claim monitoring and claim analysis to ensure accuracy of time study results.
- JBI will provide assistance and support for financial portion of quarterly claims.

#### **D) Fee Structure:**

- ❖ The County agrees to pay for performance of this service, and JBI agrees to accept Performance Fees in the sum of fifteen percent (15%) of all 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
- ❖ At the County's request, JBI has the ability to add codes outside of the Title IV-E program and track allowable time within the RMS. Additionally, these activities will be added to the training agenda and claiming worksheets with applicable financials. Thus, JBI will be paid the agreed Fee Structure on these reimbursements obtained through JBI RMS, training and financial effort.
- ❖ JBI will invoice on a quarterly basis upon County's receipt of the County's funds. Payments shall be made within thirty (30) days of invoicing.

#### **D) Agreed, JBI may proceed with this Initiative:**

Mendocino County, California:

  
\_\_\_\_\_  
Izen Locatelli, Chief Probation Officer

5/1/19  
\_\_\_\_\_  
Date

Justice Benefits, Inc.:

\_\_\_\_\_  
Jaime Brown, Vice President

\_\_\_\_\_  
Date