

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND  
Justice Benefits, Incorporated**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014,  
by and between the COUNTY OF SAN MATEO, hereinafter called "County," and  
Justice Benefits, Inc., as the general partner of Unificare, LTD, a Texas limited  
partnership, hereinafter called "JBI " or "Contractor";

**W I T N E S S E T H:**

WHEREAS, pursuant to Government Code Section 31000, County may  
contract with independent contractors for the furnishing of such services to or for  
County or any Department thereof;

WHEREAS, it is necessary and desirable that Contractor be retained for the  
purpose of providing professional assistance to explore opportunities for new  
Federal Financial Participation (hereinafter "FFP"), to review prospects for expansion  
of existing FFP, and to secure additional FFP as may be appropriate for the County.

**NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO  
AS FOLLOWS:**

**1. Exhibits and Attachments**

The following exhibits and attachments are attached to this Agreement and  
incorporated into this Agreement by this reference:

Exhibit A—Services

Exhibit B—Payments and Rates

Attachment A – Fingerprinting Certification Form

**2. Services to be performed by Contractor**

In consideration of the payments set forth herein and in Exhibit B, Contractor shall  
perform services for County in accordance with the terms, conditions, and  
specifications set forth herein and in Exhibit A.

**3. Payments**

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed \$120,000.

#### **4. Term and Termination**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from **July 1, 2014, through March 31, 2015.**

This Agreement may be terminated by Contractor, the Chief Probation Officer, or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

#### **5. Availability of Funds**

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

#### **6. Relationship of Parties**

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

#### **7. Hold Harmless**

7.1 **General Hold Harmless.** Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following: (A) injuries to or death of any person, including Contractor or its employees/officers/agents; (B) damage to any property of any kind whatsoever and to whomsoever belonging; (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set

forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

#### 7.2 Intellectual Property Indemnification.

Contractor hereby certifies that it owns, controls, or licenses and retains all right, title, and interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets ("IP Rights") except as otherwise noted by this Agreement. Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

**8. Assignability and Subcontracting**

Contractor shall not assign this Agreement or any portion thereof to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement.

**9. Insurance**

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

- (1) **Workers' Compensation and Employer's Liability Insurance.** Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, (a) that it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) that it will comply with such provisions before commencing the performance of work under this Agreement.
- (2) **Liability Insurance.** Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for

damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or by an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amount specified below.

Such insurance shall include:

- |     |   |             |
|-----|---|-------------|
| (a) | Comprehensive General Liability . . . . .   | \$1,000,000 |
| (b) | Motor Vehicle Liability Insurance . . . . . | \$1,000,000 |
| (c) | Professional Liability. . . . .             | \$1,000,000 |

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

#### **10. Compliance With Laws**

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Further, Contractor certifies that Contractor and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

**11. Non-Discrimination and Other Requirements**

- A. *General non-discrimination.* No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.
- B. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.
- C. *Section 504 of the Rehabilitation Act of 1973.* Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.
- D. *Compliance with County's Equal Benefits Ordinance.* With respect to the provision of benefits to its employees, Contractor shall comply with Chapter 2.84 of the County Ordinance Code, which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse. In order to meet the requirements of Chapter 2.84, Contractor must certify which of the following statements is/are accurate:
- ☐ Contractor complies with Chapter 2.84 by:
    - ☐ offering the same benefits to its employees with spouses and its employees with domestic partners.
    - ☐ offering, in the case where the same benefits are not offered to its employees with spouses and its employees with domestic partners, a cash payment to an employee with a domestic partner that is equal to Contractor's cost of providing the benefit to an employee with a spouse.
  - ☐ Contractor is exempt from having to comply with Chapter 2.84 because it has no employees or does not provide benefits to

employees' spouses.

- ☒ Contractor does not comply with Chapter 2.84, and a waiver must be sought.

E. *Discrimination Against Individuals with Disabilities.* The Contractor shall comply fully with the nondiscrimination requirements of 41 C.F.R. 60-741.5(a), which is incorporated herein as if fully set forth.

F. *History of Discrimination.* Contractor must check one of the two following options, and by executing this Agreement, Contractor certifies that the option selected is accurate:

- ☒ No finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other investigative entity.
- ☐ Finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. If this box is checked, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination.

G. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to the following:

- i) termination of this Agreement;
- ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
- iii) liquidated damages of \$2,500 per violation; and/or
- iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this Section and/or to set off all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of

any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission, or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

#### **12. Compliance with County Employee Jury Service Ordinance**

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that a contractor shall have and adhere to a written policy providing that its employees, to the extent they live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code."

#### **13. Retention of Records, Right to Monitor and Audit**

(a) Contractor shall maintain all required records for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit of County, a Federal grantor agency, and the State of California.

(b) Reporting and Record Keeping: Contractor shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State, and local agencies, and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representatives, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

#### **14. Merger Clause & Amendments**

This Agreement, including the Exhibits and Attachments attached to this Agreement



and incorporated herein by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

**15. Controlling Law and Venue**

The validity of this Agreement and of its terms or provisions, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

**16. Notices**

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

**In the case of County, to:**

San Mateo County Probation

Name/Title: John T. Keene, Chief Probation Officer

Address 222 Paul Scannell Drive, San Mateo, CA 94402

Telephone: (650) 312-8873

Facsimile: (650) 312-5597

Email: [jkeene@smcgov.org](mailto:jkeene@smcgov.org)

**In the case of Contractor, to:**

UNIFICARE, LTD., a Texas Limited

By: Justice Benefits, Inc., a Texas Corporation

Name/Title: Kimberly King, Senior Vice President, Business Development

Address: 2010 Valley View Lane, Suite 300, Dallas, TX 75234

Telephone: (972) 406-3772

Facsimile: (972) 406-3782

Email: [kking@justicebenefitsinc.com](mailto:kking@justicebenefitsinc.com)

**17. Electronic Signature**

If both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo, both boxes below must be checked. Any party that agrees to allow digital signature of this Agreement may revoke such agreement at any time in relation to all future documents by providing notice pursuant to this Agreement.

For County: ☐ If this box is checked by County, County consents to the use of electronic signatures in relation to this Agreement.

For Contractor: ☐ If this box is checked by Contractor, Contractor consents to the use of electronic signatures in relation to this Agreement.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: \_\_\_\_\_  
President, Board of Supervisors, San Mateo  
County

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Clerk of Said Board

UNIFICARE, LTD., a Texas Limited  
By: Justice Benefits, Inc., a Texas Corporation  
Kimberly King, Senior Vice President, Business Development

  
\_\_\_\_\_  
Contractor's Signature

Date: 7/16/14

**JUSTICE BENEFITS, INC., AS THE GENERAL PARTNER OF UNIFICARE, LTD.,  
A TEXAS LIMITED PARTNERSHIP  
JULY 1, 2014 – MARCH 31, 2015**

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

**A. Scope of Services**

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 the San Mateo County Probation Department (Probation) in accurately compiling the Title IV-E Administrative Claims. JBI will assist Probation 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 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 Probation for approval;
4. JBI will monitor to ensure Probation 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.

**B. 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 Probation 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 Probation 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 Probation staff on how to accurately complete the IV-E time study
- JBI will monitor to ensure the Probation 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
- 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 Probation 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
- JBI's Time Study Analysts will monitor the Probation'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:

- Q1 – July, August, September
- Q2 – October, November, December
- Q3 – January, February, March
- Q4 – 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 Probation'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 Probation 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, Probation 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

## **C. Training**

### **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

- Supervisor oversight with the RMS

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

### **Candidates for Foster Care/Case Plan Training**

In order for Probation to claim preventive case management services a child must be considered a candidate for foster care. Probation will not claim any reimbursable time under the RMS time study until a youth is determined to be a candidate for foster care and a case plan is developed.

JB I will help ensure that Probation uses the most accurate case plan in order to fully candidacy. JB I will review such documentation before any claims have been filed. JB I will help ensure that all juveniles who are on probation in the County have case plans and case plan reviews regardless of candidate status. JB I will assist with an assessment and case planning process that will be conducted to determine who is a candidate and who is not.

JB I will provide Probation with the “Candidates for Foster Care” training. JB I 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**

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

JB I will also perform on-site and web-based trainings with the Probation’s staff to ensure a thorough understanding of Title IV-E. JB I is available for refresher training or training new county staff. As new Probation employees are hired, or as JB I determines it is needed or the county requests, additional routine training is provided. JB I also provides a toll free telephone number for support.

JB I also provides webinars as a supplemental method to onsite training. The JB I webinars are at no additional cost to Probation. JB I 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.

**D. 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 Probation's organizational structure and accounting systems.

JBI will work with Probation's financial staff to ensure that the best claiming practices are being utilized. JBI will assist Probation 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 Probation'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 Probation to approve
- JBI will make certain all deadlines are met

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

After Probation 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.

**E. Quality Assurance**

JBI will put in place auditing and quality assurance processes to ensure Probation claims accurately. JBI will provide Probation 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 Probation a written report of any inaccuracies in hopes the same errors will not continue in future claiming. Probation will review recommendations provided by JBI on audit findings.

#### **Audit Support**

- JBI will provide Probation with additional trainings and support on any audit findings.
- JBI will come on-site to assist Probation 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.

#### **F. County Participation**

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

**Financial Support** - JBI will provide Probation with financial support and assistance and will assist the County with all claiming procedures from start to finish. Probation 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.

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

JB I will perform trainings with the Probation'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 JB I
- The County will participate in periodic "refresher" trainings provided by JB I either on-site or via webinar

### **Web Based Random Moment Time Study**

JB I 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 JB I into the quarterly IV-E claim. Quarterly time frames for the state of California are below.

Q1 – July, August, September

Q2 – October, November, December

Q3 – January, February, March

Q4 – April, May, June

- The County will ensure that selected staff can access to the JB I RMS website via a computer or smartphone.
- The County will provide JB I 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.

## **Exhibit B**

In consideration of the services provided by Contractor in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

- A. Contractor shall be paid for actual services provided up to maximum amount of **ONE HUNDRED TWENTY THOUSAND DOLLARS (\$120,000)** for the term of the contract.

JB I agrees to accept a Fixed Fee sum of THIRTY TWO THOUSAND DOLLARS (\$32,000) plus Incentive Fees of two percent (2%) of all Title IV-E revenue paid to the County. In addition, travel expense reimbursement not to exceed NINE THOUSAND EIGHT HUNDRED AND FIFTY DOLLARS (\$9,850) for actual expenses incurred by JB I for travel and per diem required to complete this quarterly project.

The County agrees to pay for performance of this service, and JB I agrees to accept the Fixed Fee sum of THIRTY TWO THOUSAND DOLLARS (\$32,000), plus Incentive Fees of two percent (2%) of all Title IV-E revenue paid to the San Mateo County Probation Department. In addition, travel expense reimbursement not to exceed NINE THOUSAND EIGHT HUNDRED AND FIFTY DOLLARS (\$9,850) for actual expenses incurred by JB I for travel and per diem required to complete this quarterly project.

JB I agrees that in the unlikely event any funds recovered by Probation as a result of this Agreement be subsequently disallowed, that at the County's option, related fees paid to JB I based on such disallowed reimbursements will be credited against future payments to JB I, or be promptly repaid to the Probation Department should this agreement be terminated. In any event, the monetary amount of damages and the full extent of JB I's liability to the Probation Department, if any, shall be strictly limited to the amount of funds paid to, or owed to, JB I as a result of this Agreement.

- B. Contractor shall email invoices and activity reports to Noelle Vergara, Management Analyst at [nvergara@smcgov.org](mailto:nvergara@smcgov.org). Emailed invoices and activity reports need not be signed. Contractor shall also mail original, signed, hard copies of invoices and activity reports to: Noelle Vergara, Management Analyst, San Mateo County Probation Department, 222 Paul Scannell Drive, San Mateo, CA 94402.
- C. Contractor shall submit invoices and activity reports according to the schedule below:

Service Period	Invoice Due Date
July 1, 2014 – September 30, 2014	October 15, 2014
October 1, 2014 – December 31, 2014	January 15, 2015
January 1, 2015 – March 31, 2015	April 15, 2015

- D. Payment for services provided is contingent upon the availability of County, State, or Federal funds. In the event the State or the Federal government does not appropriate the necessary funds as part of either or both of their budgets, the County shall not be liable for any payment whatsoever; including but not limited to, payments that are based on County funds.

## FINGERPRINTING CERTIFICATION FORM

Agreement with Justice Benefits, Incorporated

Contractor agrees that its employees and/or its subcontractors, assignees and volunteers who, during the course of performing services under this agreement, have contact with children will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of children with whom contractors employees, assignees and subcontractors or volunteers have contact.

Kimberly King

Name

Senior VP Business Development

Title

Kimberly King

Signature

9/3/14

Date