

Justice Benefits, Inc.

Assistance with Federal Title IV-E Claims and Federal Financial Participation

AGREEMENT FOR SERVICES #7841

THIS AGREEMENT, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Justice Benefits, Inc. ("JBI") as the general partner of JBI, LTD, a Texas limited partnership, duly qualified to conduct business in the State of California, whose principal place of business is 1711 E. Beltline Road, Coppell Texas 75019, and whose Agent for Service of Process is *CSC-Lawyers Incorporating Services, The Prentice-Hall Corporation System, Inc. 2710 Gateway Oaks Dr. Ste 150N, Sacramento CA 95833* (hereinafter referred to as "Consultant");

R E C I T A L S

WHEREAS, County has determined that it is necessary to obtain a Consultant to provide professional assistance, specifically to the Federal Title IV-E Administrative Claim, to explore opportunities for Federal Financial Participation (hereinafter "FFP"), to review prospects for expansion of existing and new state funding opportunities, and to secure additional FFP as may be appropriate for the Probation Department;

WHEREAS, Consultant has represented to County that it is specially trained, experienced, expert, and competent to perform the special services described in ARTICLE III Scope of Work; that it is an independent and bona fide business operation, advertises and holds itself as such, is in possession of a valid business license, and is customarily engaged in an independently established business that provides similar services to others; and County relies upon those representations;

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 FFP;

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;

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable state and local laws;

WHEREAS, County has determined that the provision of such services provided by Consultant are in the public's best interest and that there are specialty skills, qualifications, and equipment not expressly identified in County classifications involved in the performance of the work in accordance with El Dorado County Ordinance Code, Chapter 3.13.030(b), El Dorado County Charter, Section 210(b)(6), and/or Government Code Section 31000;

NOW, THEREFORE, County and Consultant mutually agree as follows:

ARTICLE I

Responsibilities of JBI:

Section 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 Consultant assisted, or other related federal revenue enhancement activities.

Section 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.

ARTICLE II

Responsibilities of the County:

Section 2.01 Designate a contract monitor who shall:

- a. Be the person responsible for monitoring JBI's performance under the terms and conditions of this Agreement;
- b. Authorize payment for services rendered based upon properly submitted invoices to the County in accordance with Article III Scope of Work of this Agreement (i.e. Compensation); and
- 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

Scope of Work: Consultant is engaged in the business of doing the services and tasks required under this Agreement and those services and tasks that are reasonably necessary for the completion of the work identified in the Scope of Work.

Consultant agrees to furnish, at Consultant's own cost and expense, all personnel, equipment, tools, materials, and services necessary to perform the services and tasks required under this Agreement and those services and tasks that are reasonably necessary for the completion of the work identified in the Scope of Work.

Consultant shall perform the services and tasks required under this Agreement in a safe, professional, skillful, and workmanlike manner. Consultant is responsible for ensuring that its employees, as well as any subcontractor, if applicable, perform the services and tasks required under this Agreement accordingly.

For JBI Title IV-E Scope of Services, El Dorado County Probation IV-E Administrative Claim processing only:

JBI specializes in Title IV-E Claiming for juvenile probation 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 El Dorado County Probation (the County) in accurately compiling the Title IV-E Administrative Claims for quarters in which JBI is under contract with El Dorado County. JBI will assist the County by completing the following steps:

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

Web Based Random Moment Time Keeping System (RMS)

Section 3.01 IV-E Audit

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

Section 3.02 Time Study Random Moment Time Keeping System

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 each pay period due to turnover and unexpected staff changes. Updating the sample universe each pay period 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:

1. JBI will revise the existing County time codes to add probation-specific examples;
2. Each pay period, JBI will modify the participant list to ensure only the correct staff members are included in the time study;
3. JBI will train County staff on how to accurately complete the Title IV-E time study;
4. JBI will monitor to ensure the County accurately completes the web-based RMS on a daily basis;
5. JBI will provide periodic updates on the areas of needed improvement as it relates to the time study codes;
6. JBI will compute the quarterly time study results and submit them to the Chief Probation Officer or other authorized personnel for approval;

7. JBI will work with the CDSS personnel to update the web-based RMS policies when needed;
8. Analyzing, editing, and summarizing the sample results and making the necessary allocations;
9. Ensuring that the sample universe is updated each pay period to include new hires and exclude terminations and transfers;
10. JBI will provide a detailed training manual to all eligible County staff that participate in the quarterly time study;
11. Provide a focal point where all RMS problems/questions can be submitted and resolved;
12. 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;
13. 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;
14. 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
15. JBI's Time Study Analysts will monitor the County's RMS activity daily. Each RMS Observation Moment that is answered by County staff is reviewed by JBI's Time Study Analyst to ensure accuracy and validity.

I. Random Moment Set Up – Pay Period

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

II. 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 phone for the time study participants to contact with any time study questions or technical issues they are experiencing.

III. 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.

IV. 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 the designated lunch schedule they provided in their profile. Participants will not receive moments on County holidays.

V. Study Notification

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

VI. 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 dos" 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.

VII. RMS Reporting Features

JBI's web-based RMS can run 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 are.

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.

VIII. Quality Assurance Procedures

The JBI quality assurance process consists of two steps. JBI's Q1 staff will review the electronic data daily 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 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.

Section 3.03 Time Study Training

After all the RMS information is entered into the JBI database, JBI will train and educate 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:

- Article I. Time codes;
- Article II. Operation of the web system; and
- Article III. 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.

I. Candidates for Foster Care/Case Plan Training

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 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 El Dorado 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.

JBI 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 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.

II. General Training and Webinars

- JBI will immediately develop a training plan for the County;
- JBI training will be documented;
- JBI training material will be provided for each County participant;
- JBI training 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 training with County staff to ensure a thorough understanding of Title IV-E. JBI will provide training at 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 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 Title 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.

Section 3.04 Title IV-E Claim Compilation

Every quarter, JBI will compile a Title IV-E Administrative claim for reimbursement on behalf of the County. The Title IV-E administrative claim is the compilation of data from several sources. The client provides payroll, expenditures, and capital asset information. 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 County 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.

1. JBI will analyze all expenditures for maximized reimbursability.
2. JBI will review all payroll data to ensure all reimbursement opportunities are included.
3. JBI will calculate Time Study results for the County's Title IV-E claim.
4. JBI provides continuous follow-up with staff on any missing information or needed documentation to ensure maximized reimbursability.
5. JBI will compile a completed claim for the County to approve.
6. 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 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 Title IV-E Administrative claim. JBI will capture all direct and indirect costs allocable to the Title IV-E program for Federal Match. JBI will allocate costs within the County Juvenile Probation Department for 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 will 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.

I. Additional Financial Support

- a) JBI will prepare a step-down approach to allocate costs. This will ensure all Title IV-E costs are maximized;
- b) JBI will update the Indirect Cost Rate methodology to encompass County central service departments and department administration;
- c) JBI will implement an audit procedure and quality assurance process to ensure all costs are being claimed accurately; and
- d) JBI will review financial impacts related to the time study and how staff are positively or negatively influencing the claim and notify the County.

Section 3.05 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

I. 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 review the minor's entire case file for all required documents and case notes.

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

- Proper determination of reasonable candidates;
- Proper documentation of reasonable candidates;

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

II. Random Moment Audit

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

III. Probation File Audit

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

IV. Placement File Audit

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

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

V. Audit Support

- JBI will provide the County with additional training 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.

Section 3.06 County Participation

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

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

- a) County will provide JBI with initial reports and documentation in order for JBI to determine the most efficient and accurate route to pursue for County's Title IV-E Administrative claims.
- b) County will provide JBI with expenditure reports for analysis.
 - a) County will provide JBI with payroll data.
 - b) County will provide any additional financial reports/information needed to complete claim in order to ensure all reimbursement opportunities are included.
- c) County will provide JBI with County-specific financial information needed to complete claim (i.e., Cost Allocation Plan and Eligibility Rate).

- d) County will provide further information if requested by JBI on any missing information or needed documentation to ensure maximized reimbursability.
- e) County will review the claim completed by JBI.
- f) County will submit the Title IV-E claim to their local CDSS for processing and payment.

II. Probation Support

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

III. Training Support

JBI will perform training with County 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 training provided by JBI.
- The County will participate in periodic “refresher” training provided by JBI either on-site or via webinar.

Section 3.07 JBI’s Record Retention Policy

JBI’s standard practice is to maintain all records for a period of five (5) years after the end of the federal fiscal year in which the services were provided. If any litigation, claim, or audit involving these records begins before the five (5) year period expires, JBI will keep the records and documents for not less than five (5) years and until all litigation, claims, or audit findings are resolved by a final order or by written agreement. Records will also be retained for a period consistent with Article XIII, Audit by California State Auditor.

ARTICLE IV

Term: This Agreement shall become effective upon final execution by both parties hereto and shall cover the term of August 14, 2023, through August 13, 2026.

ARTICLE V

Compensation for Services: For services provided herein, including any deliverables that may be identified herein, County agrees to pay Consultant upon the satisfactory completion and County’s acceptance of work, in arrears. Payment shall be made within forty-five (45) days following County’s receipt and approval of itemized invoices identifying the services rendered and receipt of El Dorado County Probation’s related revenue received from Federal and State Title IV-E Administrative funds by the County.

For the purposes of this Agreement, the billing rate shall be the sum of fifteen percent (15%) of all revenue paid to the County as described below:

1. The intent of this Agreement is to compensate JBI for revenues received by the El Dorado County Probation’s Title IV-E Administrative claim 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 Work at

- the rates included in each agreement amendment signed by the County.
2. 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 TX 75019.
 3. 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 forty-five (45) days after funds are received by the County and an accurate invoice is delivered to the County by JBI.
 4. JBI agrees that in the unlikely event any funds recovered by the County because 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 because of this Agreement.
 5. 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.

I. Fee Structure:

- a) 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 Work.
 - i) Initial Quarter: The County agrees to pay for performance of this service. JBI will submit an invoice once a payment for initial quarter has been confirmed.
- b) Subsequent Quarters: The County agrees to pay for performance of this service. JBI will submit an invoice once payments for subsequent quarters have been confirmed.
- c) In addition, JBI will be paid its fees of fifteen percent (15%) on any retroactive claims prepared and filed for Title IV-E on behalf of El Dorado County Probation.
- d) At the County's request, JBI can add codes outside of the Title IV-E program and track allowable time within the RMS or CTS. 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 or CTS, training, and financial effort.
 - i) If the added code does not relate to Title IV-E Administrative Claiming, there is no additional charge. Examples are (but not limited to) Juvenile Justice Crime Prevention Act (JJCPA).
 - ii) Codes added that may affect Title IV-E Administrative Claiming will be included in the agreed upon fee of fifteen percent (15%). Examples are (but not limited to) Child and Family Team (CFT) and Resource Family Approval (RFA).
- e) JBI will invoice on a quarterly basis upon County's receipt of the County's funds. Payments shall be made within forty-five (45) days of invoicing.

The total amount of this Agreement shall not exceed \$202,200.00, inclusive of all costs, taxes, and expenses.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces. Copies of documentation attached to invoices shall reflect Consultant's

charges for the specific services billed on those invoices. Invoices shall be mailed to County at the following address:

County of El Dorado
Probation Department - Fiscal
3974 Durock Rd, Ste. 205
Shingle Springs, CA 95682

or to such other location as County directs.

In the event that Consultant fails to deliver, in the format specified, the deliverables required by this Agreement, County at its sole option may delay the payment for the period of time of the delay, cease all payments until such time as the required deliverables are received, or proceed as set forth below in ARTICLE XIV, Default, Termination, and Cancellation, herein.

ARTICLE VI

Taxes: Consultant certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Consultant to County. Consultant agrees that it shall not default on any obligations to County during the term of this Agreement.

ARTICLE VII

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE VIII

Consultant to County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further understood that this Agreement does not create an exclusive relationship between County and Consultant, and Consultant may perform similar work or services for others. However, Consultant shall not enter into any agreement with any other party, or provide any information in any manner to any other party, that would conflict with Consultant's responsibilities or hinder Consultant's performance of services hereunder, unless County's Contract Administrator, in writing, authorizes that agreement or sharing of information.

ARTICLE IX

Confidentiality: Consultant shall maintain the confidentiality and privileged nature of all records, including billing records, together with any knowledge therein acquired, in accordance with all applicable state and federal laws and regulations, as they may now exist or may hereafter be amended or changed. Consultant, and all Consultant's staff, employees, and representatives, shall not

use or disclose, directly or indirectly at any time, any said confidential information, other than to County's Probation Department for the purpose of, and in the performance of, this Agreement. This confidentiality provision shall survive after the expiration or earlier termination of this Agreement.

ARTICLE X

Assignment and Delegation: Consultant is engaged by County for its unique qualifications and skills as well as those of its personnel. Consultant shall not subcontract, delegate, or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

ARTICLE XI

Independent Contractor: The parties intend that an independent contractor relationship will be created by this contract. Consultant is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by the terms of this Agreement. Consultant exclusively assumes responsibility for acts of its employees, agents, affiliates, and subcontractors, if any are authorized herein, as they relate to the services or work to be performed under this Agreement during the course and scope of their employment by Consultant. Those persons will be entirely and exclusively under the direction, supervision, and control of Consultant.

County may designate the tasks to be performed and the results to be accomplished under this Agreement, provide information concerning the work or services, approve or disapprove the final work product and/or services provided, and set deadlines for the completion of the work or services, but County will not control or direct the manner, means, methods, or sequence in which Consultant performs the work or services for accomplishing the results. Consultant understands and agrees that Consultant lacks the authority to bind County or incur any obligations on behalf of County.

Consultant, including any subcontractor or employees of Consultant, shall not receive, nor be eligible for, any benefits County provides for its employees, including, but not limited to, vacation pay, paid holidays, life insurance, health insurance, social security, disability insurance, pension, or 457 plans. Consultant shall not receive, nor be eligible for, workers' compensation, including medical and indemnity payments. County is not responsible for withholding, and shall not withhold, Federal Income Contribution Act amounts or taxes of any kind from any payments which it owes Consultant. Consultant shall not be subject to the work schedules or vacation periods that apply to County employees.

Consultant shall be solely responsible for paying its employees, and for withholding Federal Income Contribution Act amounts and other taxes, workers' compensation, unemployment compensation, medical insurance, life insurance, or any other benefit that Consultant provides for its employees.

Consultant acknowledges that it has no authority to bind the County or incur any obligations on behalf of the County with regard to any matter, and shall not make any agreements or representations on the County's behalf.

ARTICLE XII

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment, or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products, or equipment subject herein. Such notice shall become effective upon the adoption of a final budget, which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce or order a reduction in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE XIII

Audit by California State Auditor: Consultant acknowledges that if total compensation under this Agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code § 8546.7. In order to facilitate these potential examinations and audits, Consultant shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the Agreement, all books, records, and documentation necessary to demonstrate performance under the Agreement.

ARTICLE XIV

Default, Termination, and Cancellation:

- A. Termination by Default: If either party becomes aware of an event of default, that party shall give written notice of said default to the party in default that shall state the following:
1. The alleged default and the applicable Agreement provision.
 2. That the party in default has ten (10) days upon receiving the notice to cure the default (Time to Cure).

If the party in default does not cure the default within ten (10) days of the Time to Cure, then such party shall be in default and the party giving notice may terminate the Agreement by issuing a Notice of Termination. The party giving notice may extend the Time to Cure at their discretion. Any extension of Time to Cure must be in writing, prepared by the party in default for signature by the party giving notice, and must specify the reason(s) for the extension and the date in which the extension of Time to Cure expires.

If County terminates this Agreement, in whole or in part, for default:

1. County reserves the right to procure the goods or services, or both, similar to those terminated, from other sources and Consultant shall be liable to County for any excess costs for those goods or services. County may deduct from any payment due, or that may thereafter become due to Consultant, the excess costs to procure from an alternate source.
2. County shall pay Consultant the sum due to Consultant under this Agreement prior to termination, unless the cost of completion to County exceeds the funds remaining in the Agreement. In which case the overage shall be deducted from any sum due Consultant under this Agreement and the balance, if any, shall be paid to Consultant upon demand.
3. County may require Consultant to transfer title and deliver to County any completed work under the Agreement.

The following shall be events of default under this Agreement:

1. Failure by either party to perform in a timely and satisfactory manner any or all of its obligations under this Agreement.
 2. A representation or warranty made by Consultant in this Agreement proves to have been false or misleading in any respect.
 3. Consultant fails to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement, unless County agrees, in writing, to an extension of the time to perform before that time period expires.
 4. A violation of ARTICLE XXI, Conflict of Interest.
- B. Bankruptcy: County may terminate this Agreement immediately in the case of bankruptcy, voluntary or involuntary, or insolvency of Consultant.
- C. Ceasing Performance: County may terminate this Agreement immediately in the event Consultant ceases to operate as a business or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. Termination or Cancellation without Cause: County may terminate this Agreement, in whole or in part, for convenience upon thirty (30) calendar days' written Notice of Termination. If such termination is effected, County will pay for satisfactory services rendered before the effective date of termination, as set forth in the Notice of Termination provided to Consultant, and for any other services that County agrees, in writing, to be necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the Agreement. Upon receipt of a Notice of Termination, Consultant shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the Notice directs otherwise.

ARTICLE XV

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be in duplicate and addressed as follows:

To County:

County of El Dorado
Probation Department
3974 Durock Rd, Suite 205
Shingle Springs CA 95682

Attn: Nikki Moeszinger
Chief Fiscal Officer

With a copy to:

County of El Dorado
Chief Administrative Office
330 Fair Lane
Placerville CA 95667

Attn: Michele Weimer
Procurement and Contracts Manager

or to such other location as County directs.
Notices to Consultant shall be addressed as follows:

JBI, LTD., a Texas Limited Partnership
By: Justice Benefits, Inc. a Texas Corporation
Its: Corporate General Partner
1711 East Beltline Road
Coppell, TX 75019

Attn: Kimberly Bork, California Account Manager

or to such other location as Consultant directs.

ARTICLE XVI

Change of Address: In the event of a change in address for Consultant's principal place of business, Consultant's Agent for Service of Process, or Notices to Consultant, Consultant shall notify County in writing as provided in ARTICLE XV, Notice to Parties. Said notice shall become part of this Agreement upon acknowledgment in writing by County's Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

ARTICLE XVII

Indemnity: To the fullest extent permitted by law, Consultant shall defend at its own expense, indemnify, and hold the County harmless, its officers, employees, agents, and volunteers, against and from any and all liability, claims, suits, losses, damages, or expenses of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the acts or omissions of Consultant or its officers, agents, or employees in rendering the services, operations, or performance hereunder, except for liability, claims, suits, losses, damages or expenses arising from the sole negligence or willful acts of the County, its officers and employees, or as expressly prescribed by statute. This duty of Consultant to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE XVIII

Insurance: Consultant shall provide proof of a policy of insurance satisfactory to County's Risk Management Division and documentation evidencing that Consultant maintains insurance that meets the following requirements:

- A. Workers' Compensation Insurance with statutory limits as required by the laws of any and all states in which Consultant's employees are located, and Employer's Liability Insurance on a per occurrence basis with a limit of not less than \$1,000,000.
- B. Commercial General Liability Insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000 is required in the event motor vehicles are used by Consultant in performance of the Agreement.
- D. In the event Consultant is a licensed professional or professional consultant and is performing professional services under this Agreement, Professional Liability Insurance is required with a limit of liability of not less than \$1,000,000.
- E. Consultant shall furnish a certificate of insurance satisfactory to County's Risk Management Division as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to County's Risk Management Division or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. Consultant agrees that the insurance required herein shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Consultant agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Consultant agrees that no work or services shall be performed prior to the giving of such approval. In the event Consultant fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
 1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County; and
 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. Consultant's insurance coverage shall be primary insurance in respect to County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be in excess of Consultant's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions in respect to County, its officers, officials, employees, and volunteers; or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to County, its officers, officials, employees, or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers, and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Consultant's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.
- N. In the event Consultant cannot provide an occurrence policy, Consultant shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. The certificate of insurance shall meet such additional standards as may be determined by the contracting County department, either independently or in consultation with County's Risk Management Division as essential for protection of County.

ARTICLE XIX

Force Majeure: Neither party will be liable for any delay, failure to perform, or omission under this Agreement that is due to any cause that it is beyond its control, not due to its own negligence, and cannot be overcome by the exercise of due diligence. In that event, the affected party will:

1. Promptly give written notice to the other of the fact that it is unable to so perform and the cause(s) that is beyond its control.
2. Once the cause(s) has ceased, provide written notice to the other party and immediately resume its performance under this Agreement.

For purposes of this Article, "cause that is beyond its control" includes labor disturbances, riots, fires, earthquakes, floods, storms, lightning, epidemics, war, disorders, hostilities, expropriation or confiscation of properties, failure of and delays by carriers, interference by civil or military authorities, whether legal or de facto, and whether purporting to act under some constitution, decree, or law, or otherwise, or acts of God.

ARTICLE XX

Waiver: No failure on the part of the parties to exercise any rights under this Agreement, and no course of dealing with respect to any right hereunder, shall operate as a waiver of that right, nor shall any single or partial exercise of any right preclude the exercise of any other right. The remedies herein provided are cumulative and are not exclusive of any other remedies provided by law.

ARTICLE XXI

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and the Political Reform Act of 1974 (Section 87100 et seq.), relating to conflict of interest of public officers and employees. Individuals who are working for Consultant and performing work for County and who are considered to be consultant within the meaning of Title 2, California Code of Regulations, Section 18700.3, as it now reads or may thereafter be amended, are required to file a statement of economic interest in accordance with County's Conflict of Interest Code. County's Contract Administrator shall at the time this Agreement is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this Agreement are consultants within the meaning of the

Political Reform Act and County's Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

Consultant covenants that during the term of this Agreement neither it, or any officer or employee of Consultant, has or shall acquire any interest, directly or indirectly, in any of the following:

1. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.
2. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.
3. Any officer or employee of County that are involved in this Agreement.

If Consultant becomes aware of a conflict of interest related to this Agreement, Consultant shall promptly notify County of the existence of that conflict, and County may, in its sole discretion, immediately terminate this Agreement by giving written notice of termination specified in Article XIV, Default, Termination, or Cancellation.

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Consultant shall complete and sign the attached Exhibit A, marked "California Levine Act Statement," incorporated herein and made by reference a part hereof, regarding campaign contributions by Consultant, if any, to any officer of County.

ARTICLE XXII

Nondiscrimination:

- A. County may require Consultant's services on projects involving funding from various state and/or federal agencies, and as a consequence, Consultant shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Consultant and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, genetic information, military or veteran status, marital status, age, gender, gender identity, gender expression, sexual orientation, or sex; Consultant shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 11000 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Subchapter 5 of Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Consultant and its employees and representatives shall give written notice of their obligations under this clause as required by law.
- B. Where applicable, Consultant shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Consultant's signature executing this Agreement shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Sections 12990 and Title 2, California Code of Regulations, Section 11102.

ARTICLE XXIII

California Residency (Form 590): If Consultant is a California resident, Consultant must file a State of California Form 590, certifying its California residency or, in the case of a limited liability company or corporation, certifying that it has a permanent place of business in California. Consultant will be required to submit a Form 590 prior to execution of this Agreement, or County shall withhold seven (7) percent of each payment made to Consultant during the term of this Agreement. This requirement applies to any agreement/contract exceeding \$1,500.

ARTICLE XXIV

County Payee Data Record Form: All independent contractors or corporations providing services to County who do not have a Department of the Treasury Internal Revenue Service Form W-9 (Form W-9) on file with County must file a County Payee Data Record Form with County.

ARTICLE XXV

Business License: County's Business License Ordinance provides that it is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Ordinance Code Section 5.08.070. Consultant warrants and represents that it shall comply with all of the requirements of County's Business License Ordinance, where applicable, prior to beginning work under this Agreement and at all times during the term of this Agreement.

ARTICLE XXVI

Licenses: Consultant hereby represents and warrants that Consultant and any of its subconsultants employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Consultant and its subconsultants to practice its profession or provide the services or work contemplated under this Agreement in the State of California. Consultant and its subconsultants shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

ARTICLE XXVII

California Forum and Law: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

ARTICLE XXVIII

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Nikki Moeszinger, Chief Fiscal Officer, Probation Department, or successor.

ARTICLE XXIX

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties the obligations set forth herein.

ARTICLE XXX

Partial Invalidity: If any provision, sentence, or phrase of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions, sentences, and phrases will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XXXI

No Third Party Beneficiaries: Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Agreement.

ARTICLE XXXII

Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

ARTICLE XXXIII

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties, and they incorporate or supersede all prior written or oral agreements or understandings.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____
Board of Supervisors
"County"

Dated: _____

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

-- CONSULTANT --

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

By: _____
Robin Liu
President
"Consultant"

Dated: _____

By: _____
Kelsey Frye
Vice President

Dated: _____

Justice Benefits, Inc.

Exhibit A

California Levine Act Statement

California Levine Act Statement

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she receives any political contributions totaling more than two hundred and fifty dollars (\$250) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, and any elected official (collectively "Officer"). It is the Contractor's/Consultant's responsibility to confirm the appropriate "officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

_____ YES _____ NO

If yes, please identify the person(s) by name:

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution of more than \$250 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

_____ YES _____ NO

If yes, please identify the person(s) by name:

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

Date

Signature of authorized individual

Type or write name of company

Type or write name of authorized individual