

ORIGINAL

AGREEMENT FOR SERVICES #4026

THIS AGREEMENT made and entered by and between the County of El Dorado, Probation Department, a political subdivision of the State of California (hereinafter referred to as "County") and Justice Benefits, Inc. 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 "Contractor");

RECITALS

WHEREAS, County has determined that it is necessary to obtain a Contractor 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; and

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; and

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

WHEREAS, Contractor has represented to County that it is specially trained, experienced, expert and competent to perform the special services required hereunder and County has determined to rely upon such representations; and

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

WHEREAS, County has determined that the provision of these services provided by Contractor is in the public's best interest, and that these services are more economically and feasibly performed by outside independent Contractors as well as authorized by El Dorado County Charter, Section 210 (b) (6) and/or Government Code 31000;

NOW, THEREFORE, County and Contractor 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 Company 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; and
- b. Authorize payment for services rendered based upon properly submitted invoices to the County in accordance with Article III Scope of Services of this agreement (i.e. Compensation).
- c. Provide JBI with copies of or access to documents and databases that are necessary for the successful completion of work required by this Agreement.

Article III.

Scope of Services:

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 will implement a detailed auditing procedure;
2. JBI will implement a valid Web Based random moment time keeping system (RMS) or a valid Web Based continuous time keeping system (CTS) as directed by the Probation Department;

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

Section 3.01 Option One: Web Based Continuous Time Study (CTS)

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 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 Web Based Continuous Time Study

JBI will implement a continuous time keeping system called JBI's CTS. The time study is continuous and the results are compiled quarterly. The sample universe is updated as needed due to turnover and unexpected staff changes. JBI will ensure that County time study participants are included based on job description.

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

1. JBI will revise the existing State/County time codes to add probation specific examples;
2. JBI will modify the participant list as notified by County to ensure only the correct staff members are included in the time study;
3. JBI will train the County staff on how to accurately complete the CTS time study;
4. JBI will monitor to ensure the County accurately completes the time study on a bi-weekly 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 County for approval;
7. JBI will work with CDSS and update the CTS time study policies when needed;
8. Analyzing, editing, and summarizing the sample results and making the necessary allocations;
9. Ensuring that the time study participants are updated quarterly 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 time study problems/questions can be submitted and resolved;
12. CTS Training – JBI will provide on-site and webinar training on the CTS time study system that is utilized for documenting time and activities related to Title IV-E claiming;
13. Time Code Training – JBI will provide on-site and webinar training on all Title IV-E Time Codes. JBI will provide a complete understanding of all Title IV-E Time 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; and
14. JBI also has a team of time study analysts whose primary focus is to review all time studies received and confirm that they are coded correctly with the correct information within the allotted time frame.
15. JBI’s CTS has security features to ensure time study hours reported correspond with actual time worked and will audit the bi-weekly time study to the participant’s corresponding time card to ensure accuracy.

I. Quarters for the CTS Time Study

JBI will implement a time keeping system. The time study will be generated quarterly and the results will be calculated and compiled by JBI into the quarterly claim.

Quarterly time frames for the state of California, using a “cash basis” methodology.

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

Quarterly time frames for El Dorado County are below.

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

Time study hours reported balance to salary and benefits that post quarterly on a “cash basis”.

II. Time Study System Set Up – Quarterly

JBI will work with the County to determine what Probation workers will participate in the Title IV-E time study. Once JBI determines who is going to participate in the time study, the participant will have access to the CTS time study system to start tracking their time and activities.

III. Time Study Coordinator

JBI will act as the County’s time study coordinator. On a quarterly 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.

IV. Quality Assurance Procedures

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

- i) Documented time and correct CTS time codes
- ii) Digital signatures from participant and supervisor are to complete appropriate sections are all documented; case identification number are required for audit purposes.

After Q1 confirms the data is captured accurately, Q2 will then review the data for a second quality assurance process.

Section 3.03 Training

I. Time Study Training

JBI will train and educate the County staff on what is required to participate in Title IV-E Claiming and JBI's CTS. 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 Title IV-E training session:

- a) Title IV-E Administrative Claiming Time codes;
- b) Operation of the CTS system and
- c) Supervisor oversight with the time study.

JBI will provide each participant with a training manual that includes the time study codes and process for navigating the CTS system. In addition to JBI providing training manuals, JBI also has a tab on the CTS system where the participant can review the time codes electronically.

II. General Training and Webinars

- a) JBI will immediately develop a training plan for the County;
- b) JBI trainings will be documented;
- c) JBI training material will be provided for each County participant;
- d) JBI trainings will include an agenda, handout and sign-in sheet that is kept on-hand in the case of an audit and
- e) JBI will be able to answer Title IV-E questions regarding coding time, deadlines, and all other guidelines on demand.
- f) JBI will be able to provide STC Certification information upon request.

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

JBI also provides webinars as a supplemental method to onsite training. The JBI webinars are at no additional cost to the County. JBI offers webinars to provide updates regarding policies and

procedures with 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 claim for reimbursement on behalf of the County. The Title IV-E claim is the compilation of data from several sources. Payroll, expenditures, and any other requested financial information is provided by the client. JBI specializes in capturing all direct and indirect costs allocable to the Title IV-E program. JBI will customize each claim to the County's organizational structure and accounting systems.

JBI will work with the County's financial staff to ensure that the best claiming practices are being utilized. JBI will assist the County with all claiming procedures from start to finish.

1. JBI will analyze all expenditures for maximized reimbursability.
2. JBI will review all payroll data to ensure all reimbursement opportunities are included.
 - a) Salary Reports
 - b) Benefits Reports
 - c) Hours Reports
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.

As soon as the claiming quarter closes, JBI will request all the information to compile the County's Title IV-E claim. JBI will email request letters to the County fiscal contacts with specific due dates and descriptions of the types of data being requested.

After the County data is received, JBI will complete the Title IV-E 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 Probation Department of those participating in the time study.

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 the Title IV-E claiming processes and will incorporate any changes required into the time study and/or training materials.

I. Additional Financial Support

- a) JBI will prepare a step down approach to allocate costs. This will ensure all IV-E costs are maximized;
- b) JBI will update the Indirect Cost Rate methodology to only encompass county central service departments and not department administration; or JBI will obtain the County's Auditor Certified Indirect Cost Rate to be utilized in the claim. JBI will implement an audit procedure and quality assurance process to ensure all costs are being claimed accurately and

- c) JBI will review financial impacts related to the time study and how staff are positively or negatively impacting the claim and notify the County.

Section 3.05 Quality Assurance

JBI will perform routine 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:

1. Candidates for Foster Care
2. CTS audit
3. Probation File audit
4. Placement File audit

I. Candidates for Foster Care

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

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

- a) Proper determination of reasonable candidates;
- b) Proper documentation of reasonable candidates;
- c) Accuracy of CTS coding and
- d) Review of case file documentation to support continuous time study activity.

II. CTS 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 that are being provided and that 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 and that all required documentation is in the case file. Ensure the case plan is updated every six months.

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

V. Audit Support

- a) JBI will provide the County with additional trainings and support on any audit findings.
- b) JBI will come on-site to assist the County through any State or Federal Audit that they may undergo.
 - i) JBI will provide case-specific information, should any questions or discrepancies arise during a CDSS and/or ACF audit.
 - ii) JBI will conduct audit preparations prior to CDSS and/or ACF audits, to ensure Title IV-E compliance.
- c) 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.
- d) Review and make recommendations to the IV-E MOU between Probation and El Dorado County's local Health and Human Services Agency

Section 3.06 County Participation

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

I. Financial Support

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

- a) The County will provide JBI with initial reports and documentation in order for JBI to determine the most efficient and accurate route to pursue for the County's Probation Department Title IV-E Administrative claims.
- b) The County will provide JBI with expenditure reports for analysis.
- c) The County will provide JBI with payroll data.
 - i) Salary Reports
 - ii) Benefit Reports
 - iii) Hours Reports
- d) The County will provide any additional financial reports/ information needed to complete claim in order to ensure all reimbursement opportunities are included.
- e) The County will provide JBI with County specific financial information needed to complete claim. I.e. Cost Allocation Plan and Federal Ratio.
 - i) County Cost Allocation Plan
 - ii) Salary Reports
 - iii) Benefits Reports
 - iv) Hours Reports
- f) The County will provide further information if requested by JBI on any missing information or needed documentation to ensure maximized reimbursability.

- g) The County will review the claim completed by JBI.
- h) The County will submit the Title IV-E claim to their local CDSS for processing and payment.
- i) Important Quarterly Claim Dates/Deadlines to be provided by Probation Department.
 - i) Estimated to be the 10 day of the month following Quarter end.

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

- a) The County will participate in trainings provided by JBI.
- b) The County will participate in periodic “refresher” trainings provided by JBI either on-site or via webinar.

IV. Web Based Continuous Time Study

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

- a) The County will ensure that selected staff has access to the JBI CTS website via a computer or smartphone.
- b) The County will provide JBI with initial County information for the set-up of the Web Based CTS System.
- c) The County Probation Officers will document all worked time in JBI’s CTS.
- d) The County will continue to utilize Title IV-E codes set by the state of California for the Web Based time keeping system.

Section 3.07 JBI’s Record Retention Policy

JBI’s standard practice is to maintain all records for a period of 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 5 year period expires, JBI will keep the records and documents for not less than 5 years and until all litigation, claims, or audit findings are resolved by a final order or by written agreement.

Option Two: Web Based Random Moment Time Keeping System (RMS)

Section 3.08 IV-E Audit

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

Section 3.09 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 monthly due to turnover and unexpected staff changes. Updating the sample universe monthly allows all potential reimbursable staff access to the time study. JBI will ensure that County Time study participants are included based on daily activities, not solely based on job description.

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

1. JBI will revise the existing County time codes to add probation specific examples;
2. Each month, JBI will modify the participant list to ensure only the correct staff members are included in the time study;
3. JBI's will train the County staff on how to accurately complete the 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 monthly 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 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.

I. 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

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 a toll free 800 number 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 their 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 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

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 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.

VII. RMS Reporting Features

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

Section 3.09 Time Study Training

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

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

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

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

JBI will provide 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 in order to help the County develop the most beneficial case plan for youth and family. Once the assessment and case plan are completed, case management activities related to the implementation of the case plan begin.

II. General Training and Webinars

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

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

needed or the county requests, additional routine training is provided. JBI also provides a toll free telephone number for support.

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

Section 3.10 Title IV-E 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. 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 the County's financial staff to ensure that the best claiming practices are being utilized. JBI will assist the County with all claiming procedures from start to finish.

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 the County fiscal contacts with specific due dates and descriptions of the types of data being requested.

After the County data is received, JBI will complete the IV-E Administrative claim. JBI will capture all direct and indirect costs allocable to the IV-E program for Federal Match. JBI will allocate costs within the County Juvenile Probation Department of those participating in the Random Moment Sampling.

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

I. Additional Financial Support

- a) JBI will prepare a step down approach to allocate costs. This will ensure all IV-E costs are maximized;
- b) JBI will update the Indirect Cost Rate methodology to only encompass county central service departments and not department administration;
- c) JBI will implement an audit procedure and quality assurance process to ensure all costs are being claimed accurately and

JBI will review financial impacts related to the time study and how staff are positively or negatively influencing the claim and notify the County.

Section 3.11 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 also review the minor's entire case file for all required documents and case notes.

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

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

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 that are being provided and that 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 and that all required documentation is in the case file. Ensure the case plan is updated every six months.

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

V. Audit Support

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

Section 3.12 County Participation

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

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

- a) The County will provide JBI with initial reports and documentation in order for JBI to determine the most efficient and accurate route to pursue for the County's Title IV-E Administrative claims.
- b) The County will provide JBI with expenditure reports for analysis.
- c) The County will provide JBI with payroll data.
- d) The County will provide any additional financial reports/ information needed to complete claim in order to ensure all reimbursement opportunities are included.
- e) The County will provide JBI with County specific financial information needed to complete claim. i.e. Cost Allocation Plan and Eligibility Rate.
- f) The County will provide further information if requested by JBI on any missing information or needed documentation to ensure maximized reimbursability.
- g) The County will review the claim completed by JBI.
- h) The 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

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

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

IV. Web Based Random Moment Time Study (County's Option)

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) The County will ensure that selected staff can access to the JB I RMS website via a computer or smartphone.
- b) The County will provide JB I with initial County information for the set-up of the Web Based RMS System.
- c) 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.
- d) The County Probation Officers will have 72 hours, excluding weekends and holidays to answer their "Observation Moments."
- e) Per DCA, Supervisor/ Observers of Probation Staff will be required to check 10% of the total amount of "Observation Moments" for quality assurance.
- f) The County will continue to utilize Title IV-E codes set by the state of California for the Web Based time keeping system.

Section 4.01 JB I's Record Retention Policy

JB I's standard practice is to maintain all records for a period of 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 5 year period expires, JB I will keep the records and documents for not less than 5 years and until all litigation, claims, or audit findings are resolved by a final order or by written agreement.

Article IV.

Term: This Agreement shall become effective upon final execution by both parties hereto and shall cover the term of August 14, 2019 through August 13, 2021.

Article V.

Compensation for Services: For services provided herein, including any deliverables that may be identified herein, County agrees to pay Contractor upon the satisfactory completion and County's acceptance of work, monthly in arrears and within forty-five (45) days following the County's receipt and approval of itemized invoice(s) identifying 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 Services 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, Texas 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 actually received by the County and an accurate invoice is delivered to the County by JBI, even if those receipts occur beyond the term of this Agreement.
4. JBI agrees that in the unlikely event any funds recovered by the County as a result of this Agreement be subsequently disallowed, that the related fees paid to JBI based on such disallowed reimbursements will be credited against future payments to JBI, or be promptly repaid to the County should this agreement be terminated. In any event, the monetary amount of damages and the full extent of JBI's liability to the County, if any, shall be strictly limited to the amount of funds paid to, or owed to, JBI as a result of this Agreement.
5. 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 services.
 - 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 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 has the ability to 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 added code does not relate to Title IV-E Administrative Claiming, there is no additional charge. Examples are (but not limited to) JJCPA.
 - ii) Codes added that may affect Title IV-E Administrative Claiming will be included in the agreed upon fee of 15%. Examples are (but not limited to) FPRRS, CFT, 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.

Total amount of this Agreement shall not exceed \$65,775.00.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces and on any enclosures or backup documentation. Copies of documentation attached to invoices shall reflect Contractor'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 Contractor fails to deliver the documents or other deliverables required by the scope of work pursuant to this Agreement, County at its sole option may delay the monthly payment for the period of time of the delay, cease all payments until such time as the deliverables are received, or proceed as set forth herein below in Article XIV, Default, Termination, and Cancellation.

Article VI.

Confidentiality:

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

Article VII.

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

Article VIII.

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 IX.

Contractor 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 agreed that in all matters pertaining to this Agreement, Contractor shall act as Contractor only to County and shall not act as Contractor to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Contractor's responsibilities to County during term hereof.

Article X.

Assignment and Delegation: Contractor is engaged by County for its unique qualifications and skills as well as those of its personnel. Contractor 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/Liability: Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, associates, and subContractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Contractor shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Contractor or its employees.

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, El Dorado 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 the 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: Contractor 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, Contractor shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the contract, all books, records and documentation necessary to demonstrate performance under the Agreement.

Article XIV.

Default, Termination, and Cancellation:

- A. Default: Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. 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 on which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

- B. Bankruptcy: This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.

- C. Ceasing Performance: County may terminate this Agreement in the event Contractor 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 upon seven (7) calendar day's written notice by County without cause. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to Contractor, and for such other services, which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, Contractor 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 addressed as follows:

COUNTY OF EL DORADO
Probation Department
3974 Durock Road, Suite 205
Shingle Springs, CA 95682
ATTN: Chief Probation Officer

or to such other location as the County directs.

with a carbon copy to

COUNTY OF EL DORADO
Chief Administrative Office
Procurement and Contracts Division
330 Fair Lane
Placerville, CA 95667
ATTN: Purchasing Agent

Notices to Contractor 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: Megan Milas, Vice President of Business Development

or to such other location as the Contractor directs.

Article XVI.

Change of Address: In the event of a change in address for Contractor's principal place of business, Contractor's Agent for Service of Process, or Notices to Contractor, Contractor shall notify County in writing pursuant to the provisions contained in this Agreement under the Article titled "Notice to Parties". Said notice shall become part of this Agreement upon acknowledgment in writing by the County 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: The Contractor shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages 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 Contractor's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Contractor, subContractor(s) and employee(s) of any of these, except for the sole, or active negligence of the County, its officers and employees, or as expressly prescribed by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

Article XVIII.

Insurance: Contractor shall provide proof of a policy of insurance satisfactory to the County of El Dorado Risk Manager and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A. Full Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor as required by law in the State of California.

- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000.00 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Contractor in the performance of the Agreement.
- D. In the event Contractor is a licensed professional or professional consultant, and is performing professional services under this Agreement, professional liability is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- E. Contractor shall furnish a certificate of insurance satisfactory to the County of El Dorado Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- G. Contractor agrees that the insurance required above 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, Contractor 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 Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor 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 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. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured

retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor 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 the 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. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Contractor cannot provide an occurrence policy, Contractor 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. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for protection of the County.

Article XIX.

Interest of Public Official: No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Contractor under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

Article XX.

Interest of Contractor: Contractor covenants that Contractor presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed by Contractor.

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 Section 87100 relating to conflict of interest of public officers and employees. Contractor attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this contract and will not enter into any such business or financial

relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of Contractor relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in the Article in the Agreement titled, "Default, Termination and Cancellation".

Article XXII.

Nondiscrimination:

- A. County may require Contractor's services on projects involving funding from various state and/or federal agencies, and as a consequence, Contractor shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Contractor 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, medical condition, marital status, age, or sex; Contractor 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 7285.0 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 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. Contractor and its employees and representatives shall give written notice of their obligations under this clause as required by law.
- B. Where applicable, Contractor shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Contractor's signature shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

Article XXIII.

California Residency (Form 590): If Contractor is a California resident, Contractors must file a State of California Form 590, certifying its California residency or, in the case of a corporation, certifying that it has a permanent place of business in California. The Contractor will be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7) percent of each payment made to the Contractor during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

Article XXIV.

Nonresident Withholding: If Contractor is not a California resident, Contractor shall provide documentation that the State of California has granted a withholding exemption or authorized reduced withholding prior to execution of this Agreement or County shall withhold seven (7%) percent of each payment made to the Contractor during term of the Agreement as required by law. This requirement applies to any agreement/contract exceeding \$1,500.00. Contractor shall indemnify and hold the County harmless for any action taken by the California Franchise Tax Board.

Article XXV.

Taxpayer Identification Number (Form W-9): All independent Contractors or corporations providing services to the County must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

Article XXVI.

County Business License: 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 Code Section 5.08.070.

Article XXVII.

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

Article XXVIII.

Administrator: The County Officer or employee with responsibility for administering this Agreement is Nita Wracker, 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 to the obligations set forth herein.

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

Article XXX.

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

Article XXXI.

Venue: 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 XXXII.

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 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.

Article XXXIV.

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

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Requesting Contract Administrator Concurrence:

By: 
Nita Wracker
Chief Fiscal Officer
Probation Department

Dated: 6/7/19

Requesting Department Head Concurrence:

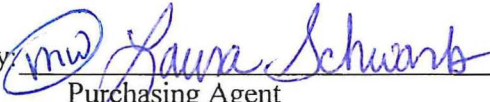
By: 
Brian Richart
Chief Probation Officer
Probation Department

Dated: 6.7.19

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

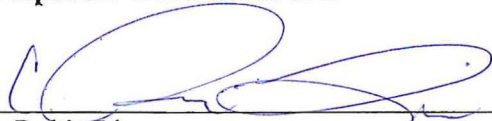
-- COUNTY OF EL DORADO --

By: 
Purchasing Agent
Chief Administrative Office
"County"

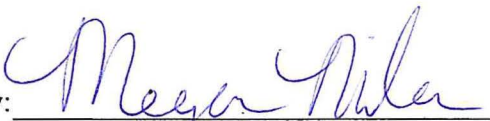
Dated: 6/20/19

-- CONTRACTOR --

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

By: 
Robin Lie
President
"Contractor"

Dated: 6/13/19

By: 
~~Teresa Wolf~~ Megan Milas
Corporate Secretary Senior Vice President

Dated: 6.13.19