

**SECOND ADDENDUM TO CONTRACT FOR SERVICES
BY INDEPENDENT CONTRACTOR**

THIS SECOND ADDENDUM is to that Contract for Services entered into on May 24, 2016 and as amended on June 12, 2018 by and between the County of Siskiyou ("County") and Justice Benefits, Inc., ("Contractor") and is entered into this ____ day of _____, 2020.

WHEREAS, Siskiyou County Public Defender intends to utilize Contractor for the same services outlined in the attached Contract; and

WHEREAS, the parties desire to amend the existing Contract to include work completed for the Siskiyou County Public Defender effective July 1, 2020.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

Pages 9 through 15 of the original contract are hereby designated as Exhibit A.

Page 16 and 17 of the original contract is hereby designated as Exhibit B.

Exhibit C – Scope of Work – Public Defender is hereby incorporated in its entirety.

Exhibit D – Initiative – Title IV-E Legal Representation Claiming is hereby incorporated in its entirety.

All other terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, County and Contractor have executed this Second Addendum on the dates set forth below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

COUNTY OF SISKIYOU

Date: _____

MICHAEL N. KOBSEFF, CHAIR
Board of Supervisors
County of Siskiyou
State of California

ATTEST:
LAURA BYNUM
Clerk, Board of Supervisors

By: _____
Deputy

CONTRACTOR: Justice Benefits, Inc.

Date: 07.14.2020

Date: 7.14.2020

License No.: N/A
(Licensed in accordance with an act providing for the registration of contractors)

Note to Contractor: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1189 & 1190 and Corps. Code, Sec. 313.)

TAXPAYER I.D. 752 795617

ACCOUNTING:

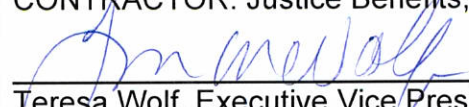
Fiscal Year	Fund	Org	Account	Amount	Encumbrance
2017/2018	1001	203050	723000	\$ 6,000.00	E1800428
2018/2019	1001	203050	723000	\$ 0.01	E1900082
2019/2020	1001	203050	723000	\$ 0.01	E2000068
2020/2021	1001	203050	723000	\$ 0.01	
2020/2021	1001	201170	723000	\$ 0.01	
2020/2021	1001	203050	723000	\$ 0.01	
2021/2022	1001	201170	723000	\$ 0.01	

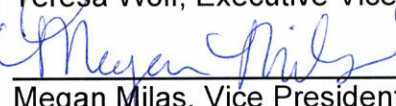
Encumbrance number (if applicable):

If not to exceed, include amount not to exceed: Rate Only as of FY 2018/2019

If needed for multi-year contracts, please include separate sheet with financial information for each fiscal year.

CONTRACTOR: Justice Benefits, Inc.


Teresa Wolf, Executive Vice President


Megan Milas, Vice President
Business Development



JUSTICE BENEFITS, INC.

Scope of Work Overview

JBI Partnership

JBI will partner with Siskiyou County Public Defender's Office to claim Title IV-E funds for Legal Representation. JBI's support services include implementation, staff training, set-up of time tracking methodology, and ensuring compliance. JBI maximizes each dollar the department is entitled to receive and ensures that all claims will stand up to federal and state audits.

Implementation:

JBI will strategically work with Siskiyou County Public Defender's Office to efficiently and effectively implement the Title IV-E Legal Representation Claiming processes. The implementation plan will set the structure and ensure that all requirements are in place and that all staff are prepared for the program start date.

JBI Implementation Plan Outline:

- Establish Contacts
 - Required Documentation Framework
 - Time Tracking System Plan Layout
 - Program Participation Determinations
 - Training Plan Framework
-

Training:

JBI will provide detailed and focused training to ensure that all participating staff have a thorough understanding of the Title IV-E Legal Representation Program and their role surrounding it. Trainings will be provided on-site and via webinar. A detailed training manual will be provided to all participating staff.

JBI Training Support:

- Program Training
 - Time Tracking Training
 - Case Plan Training
-

Time Tracking Requirements:

JBI will utilize a time tracking system to demonstrate and track results for Title IV-E Legal Representation Claiming purposes. The time tracking system utilized will be determined by the department.



JUSTICE BENEFITS, INC.

Time Tracking System Options:

1. In-House System: Siskiyou Public Defender's Office current system will be reviewed, and modifications will be requested if necessary, to meet state and federal requirements and guidelines.
2. JBI System: JBI's Technology Software Solutions offers a tailored Time Tracking Solution (TTS) that will be customized to meet the department's needs. JBI's TTS will meet state and federal requirements and guidelines.

JBI's Time Tracking System Support:

- Update and implement any changes on state and federal requirements and guidelines for Title IV-E Legal Representation Claiming
 - Determine Participant List – Quarterly
 - Utilize time code requirements set forth by the state agency
 - System training for JBI's Technology Software Solution - TTS, if applicable; On-Site Trainings and/ or Webinar Trainings
 - System update training regarding any modifications made to in-house system for the purpose of Title IV-E Legal Representation Claiming, if applicable; On-Site Trainings and/ or Webinar Trainings
 - Monitor time tracking system activity on continuous basis for on-going accuracy
 - Determine quarterly results for Title IV-E Legal Representation Claiming purposes
 - Technical Support
-

Program Integrity & Accuracy:

JBI will provide Siskiyou County Public Defender's Office with comprehensive support for all Title IV-E Legal Representation Claiming purposes. JBI will develop a Compliance Tool specifically for Siskiyou County Public Defender's Office. Quarterly reviews will provide on-going insight into claiming practices and claiming participation. Consistent evaluation and analysis of claiming practices will ensure accurate results.

JBI Program Support:

- Monitor and Update Program Requirements as Needed
 - Compliance Reviews
 - Compliance Results Communication
 - Adaptable Trainings
 - Comprehensive Support
-

Financial Claim Support

JBI will prepare Siskiyou County Public Defender's Office Title IV-E Legal Representation claims on a quarterly basis. Financial experts will work with department staff to plan and process the data needed to calculate costs and compile final claims.



JUSTICE BENEFITS, INC.

JB I Financial Assistance Support:

- Payroll Analysis
 - Expenditures Analysis (per 2 CFR 200)
 - CWCAP, if applicable
 - Final Claim Reporting for Submission
-

Continued Support:

Optimal claiming results require consistent communication, follow-up, and support. JBI's support and services will remain in place throughout each quarter of participation in the Title IV-E Legal Representation Claiming Process.

JB I On-Going Support:

- Federal and State Legislative Monitoring
 - Progress Reporting
 - IT Updates
 - Documentation and Reports
 - Claim Maximization
 - Program Expansion Opportunities
-

Initiative: Title IV-E Legal Representation Claiming

JB I will partner with Siskiyou County Public Defender Office to claim Title IV-E funds for Legal Representation. Partnerships support services include implementation, train staff, set-up time tracking methodology, and ensure compliance. JB I maximizes each dollar the department is entitled to receive and ensures that all claims will stand up to federal and state audits.

A) Payment Structure:

- ❖ The County agrees to pay for performance of this service, and JB I agrees to accept Performance Fees in the sum of Fifteen percent (15%) of all state and federal revenue on claim memo paid to the County as described in the scope of services. JB I will be paid its fees upon receipt of related IV-E funds by the county once a contract is signed by the County.
- ❖ Payments shall be made within thirty (30) days of invoicing.
- ❖ The County agrees that in the unlikely event any funds recovered by the County as a result of this Agreement be subsequently disallowed, that the related fees paid to JB I based on such disallowed reimbursements will be credited against future payments to JB I, 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 JB I's liability to the County, if any, shall be strictly limited to the amount of funds paid to, or owed to, JB I as a result of this Agreement.

B) Agreed, JB I may proceed with this Initiative:

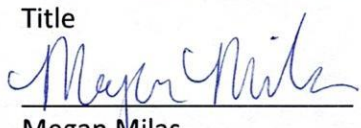
Siskiyou County, California:

Name

Date

Title

Justice Benefits, Inc.:


Megan Milas
Senior Vice President

7.14.2020
Date

**FIRST ADDENDUM TO CONTRACT FOR SERVICES
BY INDEPENDENT CONTRACTOR**

THIS FIRST ADDENDUM is to that Contract executed on 24th May 2016 between the County of Siskiyou (County) and Justice Benefits, Inc., (Contractor).

WHEREAS, the Contract will expire on 24th August 2018 and services continue to be required after that date; and

WHEREAS, the parties desire to extend the term of the Contract;

WHEREAS, the cost of services to be provided under the contract is expected to exceed the amount provided in the Contract; and

WHEREAS, the parties desire to increase the amount of compensation payable under the contract.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

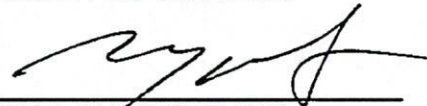
Paragraph 3.01 of the Contract for Services shall be amended to extend the term of the contract through June 30, 2022.

All other terms and conditions of the Contract shall remain in full force and effect.

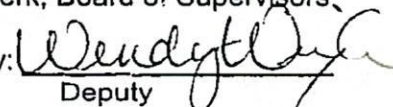
IN WITNESS WHEREOF, County and Contractor have executed this addendum on the dates set forth below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

Date: 6-12-18

COUNTY OF SISKIYOU


RAY A. HAUPT, CHAIR
Board of Supervisors
County of Siskiyou
State of California

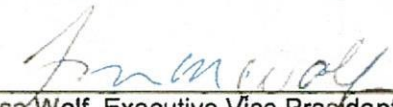
ATTEST:
COLLEEN SETZER
Clerk, Board of Supervisors

By: 
Deputy

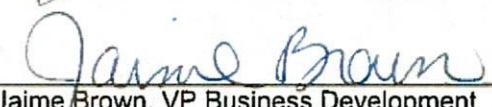
E1900082

CONTRACTOR: Justice Benefits, Inc.

Date: 5/10/18


Teresa Wolf, Executive Vice President

Date: 5/10/18


Jaime Brown, VP Business Development

TAXPAYER I.D.: On File

ACCOUNTING:

17/18FY	1001-203050-723000	\$6,000.00 (E1800428)
18/19FY	1001-203050-723000	Rate .01
19/20FY	1001-203050-723000	Rate .01
20/21FY	1001-203050-723000	Rate .01
21/22FY	1001-203050-723000	Rate .01

Encumbrance number: E1800428

AGREEMENT FOR PROFESSIONAL SERVICES

between
Justice Benefits, Incorporated
and
Siskiyou County, California

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

WITNESSETH

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

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

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

ARTICLE I RESPONSIBILITIES OF JBI

JBI agrees to perform the following services:

- 1.01 JBI will review the policies and procedures used by the County to identify such additional Federal, State, and other revenue sources, if any, as may be available to the County through participation in new programs or expansion of existing FFP. These efforts may include any of the following activities: advising the County of the reimbursement opportunity, preparing or enhancing the claim, preparing or assisting with submittal packages, preparing audit files, assisting the County with submittals, assisting the County should it be audited for claims on which the Company assisted, or other related federal revenue enhancement activities.
- 1.02 JBI will continually monitor for new opportunities of funding. Whenever a new federal or state reimbursement opportunity arises, JBI may notify the County of that opportunity. JBI will strive to identify and optimize all federal and state reimbursement opportunities for the County; but is not obligated to make the County aware of all possible opportunities and shall have no liability for any omission to identify the same. Upon the County signing a written directive and/ or Initiative with JBI for the claiming of federal and/or state dollars, then JBI will be entitled to compensation for that Initiative as set forth in Article V of this Agreement.

VN# @15379
CT# E1700518 CC LOG#
ACCT 1001-323050-733000
CT AMT 1500 7500
ANNUAL TOTAL

ARTICLE II RESPONSIBILITIES OF THE COUNTY

2.01 The County agrees to perform the following activities:

- a. Designate a properly authorized County representative to sign each JBI Initiative of which the County approves.
- b. Designate a contract monitor who shall:
 - i. Be the person responsible for monitoring JBI's performance under the terms and conditions of this Agreement; and
 - ii. Authorize payment for services rendered based upon properly submitted invoices to the County in accordance with Article V of this agreement (i.e. Compensation).
- c. Provide JBI with copies of or access to documents and databases that are necessary for the successful completion of work required by this Agreement.

ARTICLE III INITIAL TERM AND RENEWAL

3.01 The initial term of this Agreement is one and one-fourth (1.25) years, commencing with the date of this Agreement (the "Initial or Renewal Term").

3.02 Termination on Occurrence of Stated Events: This Contract shall terminate automatically on the occurrence of any of the following events:

1. Bankruptcy or insolvency of Contractor;
2. Death of Contractor.

Termination by County for Default of Contractor: Should Contractor default in the performance of this Contract or materially breach any of its provisions, County, at County's option, may terminate this Contract by giving written notification to Contractor.

Termination for Convenience of County: County may terminate this Contract at any time by providing a 30 day notice in writing to Contractor that the Contract is terminated. Said Contract shall then be deemed terminated and no further work shall be performed by Contractor. If the Contract is so terminated, the Contractor shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time the notice of termination is received.

Termination of Funding: County may terminate this Contract in any fiscal year in that it is determined there is not sufficient funding. California Constitution Article XVI Section 18.

ARTICLE IV CONFIDENTIALITY

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

ARTICLE V COMPENSATION

5.01 The intent of this Agreement is to compensate JBI for revenues received by the County that are a direct result of JBI's efforts. These efforts may include any or all of the following activities: advising the County of the reimbursement opportunity, preparing or enhancing the claim, preparing of submittal packages, preparing audit files, assisting the County with submittals, assisting the County should it be audited for claims on which the Company assisted, or other related federal and/or state revenue enhancement activities. The parties agree JBI will be compensated for revenue sources that directly result from JBI's activities described in the Scope of Services at the rates included in each attached initiative and written directive signed by the county.

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

5.02 Unless otherwise agreed or directed by JBI in writing, the County shall make payment to the order of JBI, at 1711 E. Beltline Road, Coppell, Texas 75019.

5.03 Both parties recognize that delays in payment or reimbursement to the County by the Federal or State government may occur. JBI will be reimbursed within thirty (30) days after funds are actually received by the County and an accurate invoice is delivered to the County by JBI, even if those receipts occur beyond the term of this Agreement.

5.04 County agrees that in the unlikely event any funds recovered by the County as a result of this Agreement be subsequently disallowed, that the related fees paid to JBI based on such disallowed reimbursements will be promptly repaid to the County. In any event, the monetary amount of damages and the full extent of JBI's liability to the County, if any, shall be strictly limited to the amount of funds paid to, or owed to, JBI as a result of this Agreement.

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

ARTICLE VI NOTIFICATION

Any notice, specifications, reports, or other written communications from JBI to the County shall be considered delivered when posted by certified mail. Any notice, delivered by certified mail to JBI at the address on the first paragraph of this Agreement shall be considered delivered when posted.

ARTICLE VII MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

7.09 **Indemnification.** Contractor shall indemnify and hold County harmless against any and all liability imposed or claimed, including attorney's fees and other legal expenses, arising directly or indirectly from any act or failure of Contractor or Contractor's assistants, employees or agents, including all claims relating to the injury or death of any person or damage to any property. Contractor

agrees to maintain a policy of liability insurance in the minimum amount of (\$1,000,000) One Million Dollars, to cover such claims or in an amount determined appropriate by the County Risk Manager. If the amount of insurance is reduced by the County Risk Manager such reduction must be in writing. Contractor shall furnish a certificate of insurance evidencing such insurance and naming the County as an additional insured for the above-cited liability coverage prior to commencing work. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by County of insurance certificates and endorsements required under this Contract does not relieve Contractor from liability or limit Contractor's liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Contract, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

Workers' Compensation: Contractor shall maintain a workers' compensation plan covering all of its employees as required by California Labor Code Section 3700, either through worker's compensation insurance issued by an insurance company or through a plan of self-insurance certified by the State Director of Industrial Relations. If Contractor elects to be self-insured, the certificate of insurance otherwise required by this Contract shall be replaced with a consent to self-insure issued by the State Director of Industrial Relations. Proof of such insurance shall be provided before any work is commenced under this contract. No payment shall be made unless such proof of insurance is provided.

Public Employees Retirement System (CalPERS): In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Contract is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of the County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County. Contractor understands and agrees that his personnel are not, and will not be, eligible for membership in, or any benefits from, any County group plan for hospital, surgical or medical insurance, or for membership in any County retirement program, or for paid vacation, paid sick leave, or other leave, with or without pay, or for any other benefit which accrues to a County employee.

Contractor's Books and Records: Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the County for a minimum of five (5) years, or for any longer period required by law, from the date of final payment to the Contractor under this Contract. Any records or documents required to be maintained shall be made available for inspection, audit and/or copying at any time during regular business hours, upon oral or written request of the County.

General Liability and Automobile Insurance: During the term of this Contract Contractor shall obtain and keep in full force and effect a commercial, general liability and automobile policy or policies of at least (\$1,000,000) One Million Dollars, combined limit for bodily injury and property damage; the County, its officers, employees, volunteers and agents are to be named additional insured under the policies, and the policies shall stipulate that this insurance will operate as primary insurance for work performed by Contractor and its sub-contractors, and that no other insurance effected by County or other named insured will be called on to cover a loss covered thereunder. All insurance required herein shall be provided by a company authorized to do business in the State of California and possess at least a Best A:VII rating or as many otherwise be acceptable to County. The General Liability insurance shall be provided by an ISO Commercial General Liability policy, with edition dates of 1985, 1988, or 1990 or other form satisfactory to County. The County will be named as an additional insured using ISO form CG 2010 1185 or the same form with an edition date no later than 1990, or in other form satisfactory to County.

State and Federal Taxes: As Contractor is not County's employee, Contractor is responsible for paying all required state and federal taxes. In particular:

- a. County will not withhold FICA (Social Security) from Contractor's payments;
- b. County will not make state or federal unemployment insurance contributions on behalf of Contractor;
- c. County will not withhold state or federal income tax from payment to Contractor;
- d. County will not make disability insurance contributions on behalf of Contractor;
- e. County will not obtain workers' compensation insurance on behalf of Contractor.

Records: All reports and other materials collected or produced by the contractor or any subcontractor of Contractor shall, after completion and acceptance of the Contract, become the property of County, and shall not be subject to any copyright claimed by the Contractor, subcontractor, or their agents or employees. Contractor may retain copies of all such materials exclusively for administration purposes. Any use of completed or uncompleted documents for other projects by Contractor, any subcontractor, or any of their agents or employees, without the prior written consent of County is prohibited. It is further understood and agreed that all plans, studies, specifications, data magnetically or otherwise recorded on computer or computer diskettes, records, files, reports, etc., in possession of the Contractor relating to the matters covered by this Contract shall be the property of the County, and Contractor hereby agrees to deliver the same to the County upon request. It is also understood and agreed that the documents and other materials including but not limited to those set forth hereinabove, prepared pursuant to this Contract are prepared specifically for the County and are not necessarily suitable for any future or other use.

Withholding for Non-Resident Contractor: Pursuant to California Revenue

and Taxation Code Section 18662, payments made to nonresident independent contractors, including corporations and partnerships that do not have a permanent place of business in this state, are subject to 7 percent state income tax withholding. Withholding is required if the total yearly payments made under this contract exceed \$1,500.00.

Unless the Franchise Tax Board has authorized a reduced rate or waiver of withholding and County is provided evidence of such reduction/waiver, all nonresident contractors will be subject to the withholding. It is the responsibility of the Contractor to submit the Waiver Request (Form 588) to the Franchise Tax Board as soon as possible in order to allow time for the Franchise Tax Board to review the request.

Compliance with Applicable Laws: Contractor shall comply with all applicable federal, state and local laws now or hereafter in force, and with any applicable regulations, in performing the work and providing the services specified in this Contract. This obligation includes, without limitations, the acquisition and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this Contract.

Attorney's Fees: If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Contract, the prevailing Party will be entitled to reasonable attorney's fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that Party may be entitled.

Expenses: Contractor shall be responsible for all costs and expenses incident to the performance of services for County, including but not limited to, all costs of materials, equipment, all fees, fines, licenses, bonds or taxes required of or imposed against Contractor and all other of Contractor's costs of doing business. County shall not be responsible for any expense incurred by Contractor in performing services for County.

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

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

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

7.13 Prohibition against Assignment. There shall be no assignment or transfer of this Agreement without the prior written consent of both parties hereto, except as follows:

Contractor shall be permitted to assign its right to be paid by the County after completing its work on an Initiative.

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

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

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

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

IN WITNESS WHEREOF, the undersigned parties are fully authorized by the County and the Company respectively to execute this Agreement as of the date written below, as well as JBI Initiatives as federal and/or state reimbursement opportunities arise from time to time.

EXECUTED THIS 24th DAY OF May, 2017

AGREED:

ACCEPTED BY:

Siskiyou County, California

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



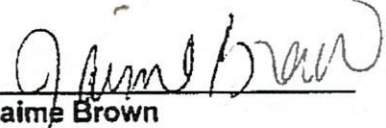
Signature

Terry Barber

Print Name
County Administrator

Title

Address: _____
Development _____

By: 

Jaime Brown

California Director of Business

3907 Park Drive, Suite 225
El Dorado Hills, CA 95762

Exhibit A

JBI Title IV-E Scope of Services

JBI specializes in Title IV-E Claiming for juvenile departments and has a proven project design that addresses an initial audit phase, planning phase, implementation phase and on-going support for our clients. JBI will assist Siskiyou County (the County) in accurately compiling the Title IV-E Administrative Claims for quarters in which JBI is under contract with Siskiyou County. JBI will assist the County by completing the following steps:

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

IV-E Audit

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

Web Based Continuous Time Study Option

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:

- JBI will revise the existing State time codes to add probation specific examples;
- JBI will modify the participant list quarterly to ensure only the correct staff members are included in the time study;
- JBI will train the County staff on how to accurately complete the CTS time study;
- JBI will monitor to ensure the County accurately completes the time study on a weekly/monthly basis;

- JBI will provide periodic updates on the areas of needed improvement as it relates to the time study codes;
- JBI will compute the quarterly time study results and submit them to the County for approval;
- JBI will work with CDSS and update the CTS time study policies when needed;
- Analyzing, editing, and summarizing the sample results and making the necessary allocations;
- Ensuring that the sample universe is updated quarterly to include new hires and exclude terminations and transfers;
- JBI will provide a detailed training manual to all eligible County staff that participate in the quarterly time study;
- Provide a focal point where all time study problems/questions can be submitted and resolved;
- 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;
- 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
- 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.

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 are below.

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

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.

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.

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:

- Documented time and correct CTS time codes
- 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
- After Q1 decides the data is captured accurately, Q2 will then review the data for a second quality assurance process.

Training

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:

- Title IV-E Administrative Claiming Time codes;
- Operation of the CTS system and
- 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.

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, deadlines, and all other guidelines on demand.

JBI will also perform on-site and web-based trainings with the County's staff to ensure a thorough understanding of Title IV-E 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

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.

- JBI will analyze all expenditures for maximized reimbursability.
- JBI will review all payroll data to ensure all reimbursement opportunities are included.
 - Salary Reports
 - Benefits Reports
 - Hours Reports
- JBI will calculate Time Study results for the County's Title IV-E claim.
- JBI provides continuous follow up with staff on any missing information or needed documentation to ensure maximized reimbursability.
- JBI will compile a completed claim for the County to approve.
- JBI will make certain all deadlines are met.

As soon as the claiming quarter closes, JBI will request all the information to compile the County's Title IV-E 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 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 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.

Additional Financial Support

- JBI will prepare a step down approach to allocate costs. This will ensure all IV-E costs are maximized;
- JBI will obtain the County of Siskiyou's Auditor 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

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

Quality Assurance

JBI will perform 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:

- Candidates for Foster Care
- Random Moment audit
- Probation File audit
- Placement File audit

Candidates for Foster Care

A sample of candidates will be selected from the JBI 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.

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

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.

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.

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.

Audit Support

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

County Participation

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

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

- The County will provide JBI with initial reports and documentation in order for JBI to determine the most efficient and accurate route to pursue for the County's Title IV-E Administrative claims.
- The County will provide JBI with expenditure reports for analysis.
- The County will provide JBI with payroll data.
 - Salary Reports
 - Benefit Reports
 - Hours Reports
- The County will provide any additional financial reports/ information needed to complete claim in order to ensure all reimbursement opportunities are included.
- The County will provide JBI with County specific financial information needed to complete claim. i.e. Cost Allocation Plan and Federal Ratio.
 - County Cost Allocation Plan
 - Salary Reports
 - Benefits Reports
 - Hours Reports
- The County will provide further information if requested by JBI on any missing information or needed documentation to ensure maximized reimbursability.
- The County will review the claim completed by JBI.
- The County will submit the Title IV-E claim to their local CDSS for processing and payment.

Probation Support

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

Training Support

JB I will perform trainings with the 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.

Web Based Continuous Time Study

JB I 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.

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

INITIATIVE: Probation's Title IV-E Administrative Claims**A) Description of JBI's Contribution:**

JBI recognizes that Siskiyou County is independently filing for Title IV-E Administrative Claims, however JBI will assist Siskiyou County in enhancing new Title IV-E Administrative Claims for quarters in which JBI is under contract with Siskiyou County. JBI will define and document reimbursable activities of staff for Title IV-E Administrative claiming. In the process, JBI will implement a time keeping system, and prepare and submit Title IV-E Administrative Claims. Two time keeping system options are available; JBI's RMS or JBI's CTS. JBI will implement JBI's RMS or CTS according to County's preference and the best interest of the County.

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

B) Fee Structure:

- ❖ The County agrees to pay for performance of this service, and JBI agrees to accept Performance Fees in the sum of fifteen percent (15%) of all revenue on claim memo paid to the County as described in the scope of services. JBI will be paid its fees upon receipt of related IV-E Juvenile Justice funds by the county once a contract is signed by the County
- ❖ At the County's request, JBI has the ability to add codes outside of the Title IV-E program and track allowable time within the RMS. Additionally, these activities will be added to the training agenda and claiming worksheets with applicable financials. Thus, JBI will be paid the agreed Fee Structure on these reimbursements obtained through JBI RMS, training and financial effort.

JBI will invoice on a quarterly basis upon County's receipt of the County's funds. Payments shall be made within thirty (30) days of invoicing.

C) Agreed, JBI may proceed with this Initiative:

Siskiyou County, California:

	_____	_____
	Name	Date
	_____	_____
	Title	
Justice Benefits, Inc.:	<u>Jaime Brown</u>	<u>4-27-17</u>
	Jaime Brown	Date
	California Director of Business Development	

Executed in Yreka, California, on the date and year first above written.

CONTRACTOR: Justice Benefits, Inc.

By: <u>Jaime Brown</u> <u>4-27-17</u>	County of Siskiyou
(Signature) (Date)	By: <u>Terry Barber</u>
	Terry Barber
	County Administrator

TAXPAYER I.D.

APPROVED AS TO LEGAL FORM:

[Signature]
Bradley W. Sullivan, County Counsel

APPROVED AS TO ACCOUNTING FORM:

16/17FY 1001-203050-723000 \$1,500.00
17/18FY 1001-203050-723000 \$6,000.00

Amount not to exceed: Seven thousand five hundred and no/100 dollars (\$7,500.00)

[Signature] 4/27/17
Jennie Ebejer, Auditor-Controller

APPROVED AS TO INSURANCE REQUIREMENTS

[Signature]
Ann Merkle, Risk Management



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/26/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CLA Insurance Group, Inc 9300 Wade Blvd Ste 101 Frisco TX 75035		CONTACT NAME: Cathy Mendoza PHONE (A/C, No, Ext): (214) 423-3120 FAX (A/C, No): (214) 423-2240 E-MAIL ADDRESS: cmendoza@clausainurance.com													
INSURED JBI Ltd & Unificare, Ltd dba Justice Benefits 1711 E Belt Line Rd Coppell TX 75019-9606		INSURER(S) AFFORDING COVERAGE <table border="1"><tr><td>INSURER A: Nationwide Mutual Ins Co</td><td>NAIC # 23787</td></tr><tr><td>INSURER B: Travelers Casualty Insurance Co. Of America</td><td>19046</td></tr><tr><td>INSURER C: Travelers Property & Casualty Co. of America</td><td>25674</td></tr><tr><td>INSURER D: Philadelphia Indemnity Insurance Company</td><td>18058</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>		INSURER A: Nationwide Mutual Ins Co	NAIC # 23787	INSURER B: Travelers Casualty Insurance Co. Of America	19046	INSURER C: Travelers Property & Casualty Co. of America	25674	INSURER D: Philadelphia Indemnity Insurance Company	18058	INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: CL2052612806

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC ☒ OTHER: Cyber Liability			ACP3057209313	06/01/2020	06/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Cyber Liability \$ 10,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			BA0N781220	06/01/2020	06/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Hired Non Owned Auto \$ 1,000,000
	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 5,000			ACP3057209313	06/01/2020	06/01/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☒ Y ☐ N	N/A	UB1J124863	06/01/2020	06/01/2021	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Errors & Omissions EPLI			PHSD1503812	12/28/2019	12/28/2020	Ret 10,000 per claim 10,000,000 Deductible 250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Siskiyou County Probation Dept
805 Jivenile Ln

Yreka

CA 96097

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Robert A. Wil