

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: Probation

BOARD AGENDA # *B-6

Urgent

Routine

AGENDA DATE March 4, 2014

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval to Negotiate and Sign an Agreement with Justice Benefits, Inc. to Provide Professional Services Related to Assisting Probation Staff in Federal Revenue Enhancement Activities Under Title IV-E of the Social Security Act

STAFF RECOMMENDATIONS:

Authorize the Chief Probation Officer to negotiate and sign an agreement with Justice Benefits, Inc. to provide professional services related to preparing and assisting probation staff in federal revenue enhancement activities under Title IV-E of the Social Security Act.

FISCAL IMPACT:

The Title IV-E program is administered by the Department of Health and Human Services. There are two types of funding accessed by Probation through this program: Administrative and Maintenance. Title IV-E Maintenance funding is for claims submitted by County Social Services Departments for payments made to group homes and foster care. Administrative funding is related to claimable administrative activities such as court-related functions, case management and eligibility determination. California Probation

(Continued Page 2)

BOARD ACTION AS FOLLOWS:

No. 2014-103

On motion of Supervisor Withdraw, Seconded by Supervisor Monteith

and approved by the following vote,

Ayes: Supervisors: O'Brien, Withdraw, Monteith, and Chairman De Martini

Noes: Supervisors: None

Excused or Absent: Supervisors: Chiesa

Abstaining: Supervisor: None


1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION:



ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval to Negotiate and Sign an Agreement with Justice Benefits, Inc. to Provide Professional Services Related to Assisting Probation Staff in Federal Revenue Enhancement Activities Under Title IV-E of the Social Security Act

FISCAL IMPACT: (Continued)

Departments, including Stanislaus, first began claiming Title IV-E Administrative funding in 1991. Title IV-E Administrative claims are submitted on a quarterly basis and for the past seven quarters, the Probation Department has averaged \$285,896 in revenue each quarter. In September 2013, the Administration for Children and Families (ACF) Regional Office IX conducted Title IV-E site visits in two California Probation Departments. The purpose of these visits was to become better acquainted with California's Title IV-E candidacy claiming policies and procedures. The site visits were the first such visits that California Probation Departments have ever received from the ACF to examine the Title IV-E pre-placement candidacy program. They were not considered official audits. Yet, in November, the California Department of Social Services (CDSS) was notified by ACF Region IX that all California Probation Departments must cease claiming retroactive to October 1, 2013, without any warning or time to prepare for such a fiscal impact. Although only two counties had been visited, the decision to cease claiming for all Probation Departments was made on the basis that the site visits had identified significant systemic concerns. In response to the ACF notification, CDSS, in collaboration with the Chief Probation Officers of California, proposed an alternative resolution to ACF that contained an expedited implementation of a corrective action plan, which included a strong statewide training component and modifications to Title IV-E pre-placement programming and claiming procedures. CDSS also recommended that California counties be allowed to continue to claim eligible administrative pre-placement Title IV-E candidacy costs while the corrective action plan is implemented. On January 24, 2014, the Department of Health and Human Services accepted the corrective action plan. In order to recover the lost quarter's claim and to continue to submit future claims, the Probation Department will be required to submit supporting documentation using a methodology that is very different than previously used. Justice Benefits, Inc. (JBI) uses a methodology that is accepted by CDSS as statistically accurate and federally approved. It is anticipated that Title IV-E Administrative claims will be reduced statewide based upon the new claiming procedures developed by CDSS.

Justice Benefits, Inc. (JBI) has proposed two payment options for services. The first option is based on fixed fees of \$33,000 for the first quarter and \$30,000 for subsequent quarters, in addition to incentive fees of two percent (2%) of all revenue paid to the county. Travel and per diem expenses of up to \$3,500 would also be charged. The second option is for performance fees in the sum of fifteen percent (15%) of all revenue paid to the County. The second option is the most cost beneficial to the Department and the option selected as it is anticipated that revenue will decrease based on the more restrictive claiming guidelines. The percentage is applied only to the amount of revenue received by the Department.

Approval to Negotiate and Sign an Agreement with Justice Benefits, Inc. to Provide Professional Services Related to Assisting Probation Staff in Federal Revenue Enhancement Activities Under Title IV-E of the Social Security Act

DISCUSSION:

California Probation Departments have benefitted from the Title IV-E program since 1991. In 2001, the federal government realized regulations needed to be changed in order to mitigate the fiscal claiming and began limiting the amount of claimable activities eligible for reimbursement. Initially very little changed in the way of local policies regarding claiming instruction; however, after a federal audit, the State of Texas was not able to submit a claim for two years until their claiming policy was re-written. Since then local Probation Departments have increased their efforts to perfect claiming activities through Title IV-E. The Chief Probation Officers of California developed claiming guidelines to assist counties in complying with the federal regulations. A significant amount of staff time is spent training staff and monitoring our claimable activities to ensure compliance with the regulations. Stanislaus County's claims have gradually reduced over time as guidelines have become more restrictive. Despite these efforts, concerns identified during the ACF site visits to two California counties has put the Title IV-E program funding in jeopardy.

JBI was established in 1997 and specializes in Enhanced IV-E Administrative Claiming for Juvenile Probation Departments. JBI currently works with 600 agencies nationwide and six states outside of California for IV-E Administrative claims. They are working with many California Probation Departments and have audit experience with the ACF. They worked with the State of Texas to regain their ability to claim Title IV-E funds. Their trainers are qualified to train and audit case plans, court orders, candidates for foster care and web based time studies. They utilize a proprietary web based Random Moment Study (RMS) that is case specific in order to assist counties with accurate and efficient time documentation for Title IV-E claiming. Their RMS has been recognized by CDSS as an approved method for the documentation of time and submission of claims for Title IV-E. JBI has a dedicated financial team to ensure the accuracy of quarterly claims and stands by their clients during audits. They are the only known company to provide this type of services.

JBI will provide case plan and candidacy training to each time study participant and supervisor. The RMS system utilized by JBI will require staff to document their activities during random moments in time. Each encounter takes less than a couple of minutes to document the activity into a web-based system. This documentation allows for the specific activity to be tied to an individual probationer. JBI will prepare the Title IV-E claim for all eligible activities. They will also conduct regular case file audits on each candidacy file to ensure proper case file documentation is being completed.

The policies and procedures of General Services Agency Purchasing Division (GSA) provide a degree of latitude with respect to requiring competitive processes for professional service vendors. Additionally, no competitive process is required for sole source vendors. After discussions with the Department, it is GSA's position that no competitive process is required in order to contract with Justice Benefits, Inc. (JBI). GSA is currently working with the Department to

Approval to Negotiate and Sign an Agreement with Justice Benefits, Inc. to Provide Professional Services Related to Assisting Probation Staff in Federal Revenue Enhancement Activities Under Title IV-E of the Social Security Act

complete the paperwork necessary to establish JBI as sole source vendor.

California Probation Departments have been advised that the ACF will conduct future audits of the Title IV-E Administrative program. By utilizing the services of JBI, the Probation Department will increase the likelihood of successfully passing any future audits or reviews conducted by the ACF.

POLICY DISCUSSION:

Approval of this item supports the Board's priority of Efficient Delivery of Public Services by ensuring compliance with federal Title IV-E claiming regulations.

STAFFING IMPACTS:

The RMS system utilized by JBI will require existing staff to document their activities during random moments in time. Each encounter takes less than a couple of minutes to document the activity into a web-based system. No additional staffing resources are required.

CONTACT PERSON:

Jill Silva, Chief Probation Officer (209)525-4598.

**AGREEMENT
FOR
PROFESSIONAL SERVICES**

This Agreement for Professional Services is made and entered into by and between the County of Stanislaus ("County") and Unifcare, L.P., a Texas limited partnership authorized to conduct business in California, by and through Justice Benefits Inc. a Texas corporation, its general partner ("Consultant"), as of April 1, 2014 (the "Agreement").

Introduction

WHEREAS, the County has a need for professional assistance in exploring opportunities for new Federal Financial Participation with respect to services provided by the County;

WHEREAS, the Consultant is specially trained, experienced and competent to perform and has agreed to provide such services; and

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

Terms and Conditions

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1. **Scope of Work**

1.1 The Consultant shall furnish to the County upon execution of this Agreement or receipt of the County's written authorization to proceed, those services and work set forth in **Exhibit A**, which is attached hereto and, by this reference, made a part hereof.

1.2 All documents, drawings and written work product prepared or produced by the Consultant under this Agreement, including without limitation electronic data files, are the property of the Consultant; provided, however, the County shall have the right to reproduce, publish and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Consultant may copyright the same, except that, as to any work which is copyrighted by the Consultant, the County reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so. The County shall defend, indemnify and hold harmless the Consultant and its officers, employees, agents, representatives, subcontractors and consultants from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, arising out of or resulting from the County's reuse of the documents and drawings prepared by the Consultant under this Agreement.

1.3 Services and work provided by the Consultant under this Agreement will be performed in a timely manner in accordance with a schedule of work set forth in Exhibit A. If there is no schedule, the hours and times for completion of said services and work are to be set by the Consultant; provided, however, that such schedule is subject to review by and concurrence of the County.

1.4 The Consultant shall provide services and work under this Agreement consistent with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions. The Consultant represents and warrants that it shall perform its work in accordance with generally accepted industry standards and practices for the profession or professions that are used in performance of this Agreement and that are in effect at the time of performance of this Agreement. Except for that representation and any representations made or contained in any proposal submitted by the Consultant and any reports or opinions prepared or issued as part of the work performed by the Consultant under this Agreement, Consultant makes no other warranties, either express or implied, as part of this Agreement.

1.5 If the Consultant deems it appropriate to employ a consultant, expert or investigator in connection with the performance of the services under this Agreement, the Consultant shall so advise the County and seek the County's prior approval of such employment. Any consultant, expert or investigator employed by the Consultant will be the agent of the Consultant not the County.

2. Consideration

2.1 The Consultant shall be compensated on either a time and materials basis or a lump sum basis, as provided in Exhibit A attached hereto.

2.2 Except as expressly provided in this Agreement, Consultant shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement, including, but not limited to, meals, lodging, transportation, drawings, renderings or mockups. Specifically, Consultant shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.3 The Consultant shall provide the County with a monthly or a quarterly statement, as services warrant, of fees earned and costs incurred for services provided during the billing period, which the County shall pay in full within 30 days of the date each invoice is approved by the County. The statement will generally describe the services performed, the applicable rate or rates, the basis for the calculation of fees, and a reasonable itemization of costs. All invoices for services provided shall be forwarded in the same manner and to the same person and address that is provided for service of notices herein.

2.4 County will not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Consultant under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Consultant. County has no responsibility or liability for payment of Consultant's taxes or assessments.

3. Term

3.1 The term of this Agreement shall be from the date of this Agreement until completion of the agreed upon services unless sooner terminated as provided below or unless some other method or time of termination is listed in Exhibit A.

3.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

3.3 The County may terminate this agreement upon 30 days prior written notice. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Consultant as provided in Paragraph 2 herein, subject to any applicable setoffs.

3.4 This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, or (b) sale of Consultant's business.

4. Required Licenses, Certificates and Permits

Any licenses, certificates or permits required by the federal, state, county or municipal governments for Consultant to provide the services and work described in Exhibit A must be procured by Consultant and be valid at the time Consultant enters into this Agreement. Further, during the term of this Agreement, Consultant must maintain such licenses, certificates and permits in full force and effect. Licenses,

certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits will be procured and maintained in force by Consultant at no expense to the County.

5. Office Space, Supplies, Equipment, Etc.

Unless otherwise provided in this Agreement, Consultant shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Consultant to provide the services under this Agreement. The Consultant—not the County—has the sole responsibility for payment of the costs and expenses incurred by Consultant in providing and maintaining such items.

6. Insurance

6.1 Consultant shall take out, and maintain during the life of this Agreement, insurance policies with coverage at least as broad as follows:

6.1.1 General Liability. Commercial general liability insurance covering bodily injury, personal injury, property damage, products and completed operations with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act or omission by Consultant under this Agreement or the general aggregate limit shall be twice the required occurrence limit.

6.1.2 Professional Liability Insurance. Professional errors and omissions (malpractice) liability insurance with limits of no less than One Million Dollars (\$1,000,000) aggregate. Such professional liability insurance shall be continued for a period of no less than one year following completion of the Consultant's work under this Agreement.

6.1.3 Automobile Liability Insurance. If the Consultant or the Consultant's officers, employees, agents or representatives utilize a motor vehicle in performing any of the work or services under this Agreement, owned/non-owned automobile liability insurance providing combined single limits covering bodily injury and property damage liability with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence.

6.1.4 Workers' Compensation Insurance. Workers' Compensation insurance as required by the California Labor Code. In signing this contract, the Consultant certifies under section 1861 of the Labor Code that the Consultant is aware of the provisions of section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and that the Consultant will comply with such provisions before commencing the performance of the work of this Agreement.

6.2 Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by County. At the option of the County, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds, or (b) the Consultant shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to the County guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses. The County, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or self-insured retentions, in which case, the Consultant agrees that it will be responsible for and pay any self-insured retention or deductible and will pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of the Consultant's defense and indemnification obligations as set forth in this Agreement.

6.3 The Consultant shall obtain a specific endorsement to all required insurance policies, except Workers' Compensation insurance and Professional Liability insurance, naming the County and its officers, officials and employees as additional insureds regarding: (a) liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of the Consultant, including the insured's general supervision of its subcontractors; (b) services, products and completed operations of the Consultant; (c) premises owned, occupied or used by the Consultant; and (d) automobiles owned, leased, hired or borrowed by the Consultant. For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against the County its officers, officials and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Consultant.

6.4 The Consultant's insurance coverage shall be primary insurance regarding the County and County's officers, officials and employees. Any insurance or self-insurance maintained by the County or County's officers, officials and employees shall be excess of the Consultant's insurance and shall not contribute with Consultant's insurance.

6.5 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials and employees.

6.6 The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6.7 Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party except after thirty (30) days' prior written notice has been given to County. The Consultant shall promptly notify, or cause the insurance carrier to promptly notify, the County of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies.

6.8 Insurance shall be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide of no less than A-:VII; provided, however, that if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Eligible Surplus Line Insurers maintained by the California Department of Insurance.

6.9 Consultant shall require that all of its subcontractors are subject to the insurance and indemnity requirements stated herein, or shall include all subcontractors as additional insureds under its insurance policies.

6.10 At least ten (10) days prior to the date the Contractor begins performance of its obligations under this Agreement, Contractor shall furnish County with certificates of insurance, and with original endorsements, showing coverage required by this Agreement, including, without limitation, those that verify coverage for subcontractors of the Contractor. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County's sole and absolute discretion, approved by County. County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.

6.11 The limits of insurance described herein shall not limit the liability of the Consultant and Consultant's officers, employees, agents, representatives or subcontractors.

7. Defense and Indemnification

7.1 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses,

judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Consultant or Consultant's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Notwithstanding the foregoing, Consultant's obligation to indemnify the County and its agents, officers and employees for any judgment, decree or arbitration award shall extend only to the percentage of negligence or responsibility of the Consultant in contributing to such claim, damage, loss and expense.

7.2 Consultant's obligation to defend, indemnify and hold the County and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Consultant to procure and maintain a policy of insurance.

7.3 To the fullest extent permitted by law, the County shall indemnify, hold harmless and defend the Consultant and its officers, employees, agents, representatives or subcontractors from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney's fees, arising out of or resulting from the negligence or wrongful acts of County and its officers or employees.

7.4 Subject to the limitations in 42 United States Code Section 9607 (e), and unless otherwise provided in a Scope of Services approved by the parties:

(a) Consultant shall not be responsible for liability caused by the presence or release of hazardous substances or contaminants at the site, unless the release results from the negligence of Consultant or its subcontractors;

(b) No provision of this Agreement shall be interpreted to permit or obligate Consultant to assume the status of "generator," "owner," "operator," "arranger," or "transporter" under state or federal law; and

(c) At no time, shall title to hazardous substances, solid wastes, petroleum contaminated soils or other regulated substances pass to Consultant.

8. Status of Consultant

8.1 All acts of Consultant and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Consultant relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Consultant, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Exhibit A, Consultant has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of Consultant. It is understood by both Consultant and County that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

8.2 At all times during the term of this Agreement, the Consultant and its officers, employees, agents, representatives or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of County.

8.3 Consultant shall determine the method, details and means of performing the work and services to be provided by Consultant under this Agreement. Consultant shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Consultant in fulfillment of this Agreement. Consultant has control over the manner and means of performing the services under this Agreement. If necessary, Consultant has the responsibility for employing other persons or firms to assist Consultant in fulfilling the terms and obligations under this Agreement.

8.4 Consultant is permitted to provide services to others during the same period service is provided to County under this Agreement; provided, however, such services do not conflict directly or indirectly with the performance of the Consultant's obligations under this Agreement.

8.5 If in the performance of this Agreement any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision and control of Consultant. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Consultant.

8.6 It is understood and agreed that as an independent contractor and not an employee of County, the Consultant and the Consultant's officers, employees, agents, representatives or subcontractors do not have any entitlement as a County employee, and, except as expressly provided for in any Scope of Services made a part hereof, do not have the right to act on behalf of the County in any capacity whatsoever as an agent, or to bind the County to any obligation whatsoever.

8.7 It is further understood and agreed that Consultant must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Consultant's assigned personnel under the terms and conditions of this Agreement.

8.8 As an independent contractor, Consultant hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

9. Records and Audit

9.1 Consultant shall prepare and maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years from the termination or completion of this Agreement. This includes any handwriting, typewriting, printing, photostatic, photographing and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof.

9.2 Any authorized representative of County shall have access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts and transcripts during the period such records are to be maintained by Consultant. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

10. Confidentiality

The Consultant agrees to keep confidential all information obtained or learned during the course of furnishing services under this Agreement and to not disclose or reveal such information for any purpose not directly connected with the matter for which services are provided.

11. Nondiscrimination

During the performance of this Agreement, Consultant and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition (including genetic characteristics), marital status, age, political affiliation, sex or sexual orientation. Consultant and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's nondiscrimination policy; the Fair Employment and

Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

12. Assignment

This is an agreement for the services of Consultant. County has relied upon the skills, knowledge, experience and training of Consultant and the Consultant's firm, associates and employees as an inducement to enter into this Agreement. Consultant shall not assign or subcontract this Agreement without the express written consent of County. Further, Consultant shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

13. Waiver of Default

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

14. Notice

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Consultant or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County: Stanislaus County Purchasing Agent
1010 10th Street, Suite 5400
Modesto, CA 9354

To Consultant: Unicare, L.P.
c/o Justice Benefits, Inc., its General Partner
2010 Valley View Lane, Suite 300
Dallas, TX 75234

15. Conflicts

Consultant agrees that it has no interest and shall not acquire any interest direct or indirect which would conflict in any manner or degree with the performance of the work and services under this Agreement.

16. Severability

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or county statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

17. Amendment

This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

18. Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

19. Advice of Attorney

Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

20. Construction

Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

21. Governing Law and Venue

This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Agreement on the day and year first hereinabove written.

COUNTY OF STANISLAUS

UNIFICARE, LTD.

BY: JUSTICE BENEFITS, INC., ITS GENERAL PARTNER

By: 
Jill Silva, Chief Probation Officer

By: 
Kimberly King, Senior Vice President, Business Development

"County"

"Consultant"

APPROVED: BOS Resolution 2014-103

APPROVED AS TO FORM:
John P. Doering, County Counsel

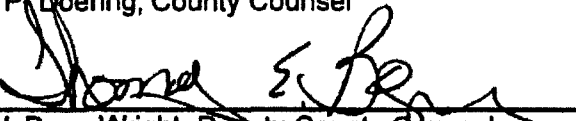
By: 
W. Dean Wright, Deputy County Counsel

EXHIBIT A

A. SCOPE OF WORK

The Consultant shall assist County in accurately compiling the Title IV-E Administrative Claims under this Agreement as follows:

1. General: Consultant shall assist the County by completing the following steps:
 - a. Consultant shall immediately implement a valid Web Based random moment time keeping system (RMS);
 - b. Consultant's staff shall come on-site to train County's Probation staff on how to accurately complete the IV-E time study as further described in item 2 below,
 - c. Consultant's staff and proprietary software will compute the claims and submit them to the County for approval;
 - d. Consultant shall monitor to ensure the County receives the appropriate Federal reimbursements;
 - e. Consultant shall provide periodic updates on what has been successfully claimed for each opportunity/reimbursement and
 - f. Consultant shall work closely with California Department of Social Services (CDSS) and County personnel to update claiming policies when needed.

2. Time Study: Consultant has developed a versatile Web Based RMS time study approved by CDSS. Consultant shall implement the Web Based RMS for County. 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. Consultant shall ensure that County Time study participants are included based on daily activities, and not solely based on job description.
 - a. Consultant shall be responsible for the operation of the RMS system. This responsibility includes, but is not limited to, the following:
 - Revising the existing County time codes to add probation specific examples;
 - Modifying the participant list to ensure only the correct staff members are included in the time study each month;
 - Training County staff on: (a) how to accurately complete the IV-E time study; (b) how the Web Based RMS system is utilized for documenting time/ activities related to Title IV-E Claiming; and (c) all Title IV-E Time Codes, ensuring that County Probation staff have a complete understanding of all Title IV-E Codes for the state of California as well as a clear understanding on how to code daily activities;
 - Monitoring to ensure County accurately completes the web-based RMS on a daily basis;
 - Providing periodic updates on the areas of needed improvement as it relates to the time study codes;
 - Computing the quarterly time study results and submitting them to County's Chief Probation Officer for approval;
 - Working with the CDSS personnel to update the web-based RMS policies when needed;
 - Analyzing, editing, and summarizing the sample results and making any necessary allocations;
 - Ensuring that the sample universe is updated monthly to include new hires and exclude terminations and transfers;
 - Providing a detailed training manual to all eligible County staff participating in the quarterly time study;
 - Providing a focal point where all RMS problems/questions can be submitted and resolved;
 - Reviewing all time study moments received and confirming that they are coded correctly with the correct information within the allotted time frame; and

- Monitoring the County's RMS activity on a daily basis (note: each RMS Observation Moment that is answered by County Staff shall be reviewed by Consultant's Time Study Analyst to ensure accuracy and validity).

- b. **Quarters for the Web-Based Time Study:** Consultant shall generate the time study quarterly according to the federal fiscal quarters. Federal Claiming Periods for California are as follows:

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

- c. **Random Moment Set Up – Monthly:** Consultant shall work with County to determine which Juvenile Probation workers will participate in the RMS web based time study. Once Consultant determines who is going to participate in the time study, the County shall supply the following data to Consultant:

- State holidays;
- Employee's email address;
- Employee's work schedule;
- Employee's phone number and location;
- Employee's supervisor; and
- Supervisor email, address and phone number.

- d. **Time Study Coordinator:** Consultant will act as the County's Time Study Coordinator. On a monthly basis, Consultant shall be responsible for running the time study and the quality assurance process. As the Time Study Coordinator, Consultant shall be available via email or telephone to address any questions or technical issues experienced by the time study participants.
- e. **Study Notification.** Once the sampling is verified by the Consultant and the Time Study Coordinator, the system will send the observation moment notification at the time of the actual observation moment. The participant will then fill out their moment according to the activity they were performing at that specific time and electronically submit the observation moment back to Consultant 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 Consultant's email application to the participant and their Time Study Observer. For purposes of this Agreement, a Time Study Observer is a person who acts as a quality assurance person for time study purposes, trained on the time study process as well as the importance of participants answering all RMS moments in a timely manner.

- f. **10% Quality Assurance Process.** Every night if the observer has any quality assurance moments from the day, the Consultant 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.
- g. **RMS Reporting Features.** Consultant's Web Based RMS is capable of running various reports based off the RMS results and will provide the County with several report features. Consultant shall use these reports to determine if any individuals need additional training, or if certain codes are getting used more than others.

Consultant'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.

- h. **Quality Assurance Procedures.** Consultant shall establish a 2-step quality assurance process. First, Consultant'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 to include a 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; and
 - The information Consultant 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 Consultant's Q1 staff decides the data is captured accurately, Consultant's Q2 staff will then review the data for a second quality assurance process.

3. **Training:** Consultant shall train and educate the County staff on what is required to participate in Title IV-E Administrative Claiming and Consultant'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. Consultant's trainer shall focus on the following for the RMS training session:
- Time codes;
 - Operation of the web system and
 - Supervisor oversight with the RMS.

Consultant shall provide each participant with a training manual that includes the time study codes and process for navigating the RMS website, and shall also provide a link to the RMS website where the participant can pull up the time codes electronically.

- a. **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. 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.

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

Consultant shall provide the County with the "Candidates for Foster Care" training and 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.

- b. **General Training and Webinars.** Consultant shall:
- immediately develop a training plan for the County.
 - provide training material for each County participant
 - include in its trainings an agenda, handout and sign-in sheet to be retained for audit purposes.
 - answer Title IV-E questions regarding coding time, completing case plans, deadlines, and all other guidelines on demand.
 - document all trainings.
 - provide webinars as a supplement to onsite training at no additional cost to the County. Such webinars shall provide updates regarding policies and procedures with IV-E claiming.
 - perform on-site and web-based trainings with County's staff to ensure a thorough understanding of Title IV-E., and offer refresher training or additional training any County new hires.
 - provide a toll free telephone number for support.

4. **IV-E Administrative Claim Compilation:** Every quarter, Consultant shall compile a Title IV-E Administrative claim for reimbursement on behalf of County. The IV-E administrative claim is the compilation of data from several sources. Payroll, expenditures, and capital asset information is provided by the client. Consultant specializes in capturing all direct and indirect costs allocable to the IV-E program for Federal Match. Consultant shall customize each claim to the County's organizational structure and accounting systems.

Consultant shall work with the County's financial staff to ensure that the best claiming practices are being utilized. Consultant shall assist the County with all claiming procedures from start to finish. To accomplish this, Consultant shall:

- analyze all expenditures for maximized reimbursability;
- review all payroll data to ensure all reimbursement opportunities are included;
- calculate Time Study results for the County's Title IV-E claim;
- provide continuous follow up with staff on any missing information or needed documentation to ensure maximized reimbursability;
- compile a completed claim for the County to approve; and
- ensure that all deadlines are met;

Once the administrative claiming quarter closes, Consultant shall request all the information to compile the County's Title IV-E Administrative Claim. Consultant shall 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, Consultant shall complete the IV-E Administrative claim. Consultant shall capture all direct and indirect costs allocable to the IV-E program for Federal Match. Consultant shall allocate costs within the County Probation Department of those participating in the Random Moment Sampling.

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

5. **Quality Assurance.** Consultant shall implement place auditing and quality assurance processes to ensure the County claims accurately. Consultant shall provide the County with the following types of audits:
- Candidates for Foster Care
 - Random Moment audit
 - Probation File audit

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

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

6. County Participation.

- a. **Financial Support.** Consultant shall provide the County with financial support and assistance and assist the County with all claiming procedures from start to finish. *The County shall provide Consultant with the claim submission deadline set by the local CDSS.* The requested financial information shall be provided to Consultant in a timely manner so that Consultant can adhere to the deadline set forth by the local CDSS. Specifically, the County shall:
 - provide Consultant with initial reports and documentation in order for Consultant to determine the most efficient and accurate route to pursue for the County's Title IV-E Administrative claims;
 - provide Consultant with expenditure reports for analysis;
 - provide Consultant with payroll data;
 - provide any additional financial reports/ information needed to complete claim in order to ensure all reimbursement opportunities are included;
 - provide Consultant with County specific financial information needed to complete claim. i.e. Cost Allocation Plan and Eligibility Rate;
 - provide further information if requested by Consultant on any missing information or needed documentation to ensure maximized reimbursability;
 - review the claim completed by Consultant; and
 - submit the Title IV-E claim to their local CDSS for processing and payment.
- b. **Probation Support.** The County shall determine and document Title IV-E Candidates for Foster Care in a manner consistent with federal and state guidelines.
- c. **Training Support.** Consultant shall perform trainings with the County's staff to provide a thorough understanding of Title IV-E. Training dates shall be set in advance and shall accommodate County staff schedules. With regard to these trainings, the County shall:
 - participate in trainings provided by Consultant; and
 - participate in periodic "refresher" trainings provided by Consultant either on-site or via webinar.
- d. **Web-Based Random Moment Time Study.** Consultant shall implement a Web Based random moment time keeping system. This RMS system will take the place of the current time study method being utilized by the County. A time study will be generated quarterly and the results will be calculated and compiled by Consultant into the quarterly IV-E 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

With regard to this study, County shall:

- ensure that selected staff can access to the Consultant RMS website via a computer or smartphone;
- provide Consultant with initial County information for the set-up of the Web Based RMS System;
- answer "Observation Moments" as they are received via email to document what they were doing at the time of the random moment;
- answer their "Observation Moments" within 72 hours, excluding weekends and holidays; and
- continue to utilize Title IV-E codes set by the state of California for the Web Based time keeping system.

B. COMPENSATION

The Consultant shall be compensated for the services provided under this Agreement as follows:

1. **Contingency Fee:** Consultant shall be paid for services under this Agreement at a rate of fifteen percent (15%) on any claims filed on behalf of County for Title IV-E. Consultant shall be paid its fees upon receipt of related funds by the County. Any/all travel expenses must be pre-approved by County and paid in accordance with County's travel policy, which is incorporated herein by reference (see <http://www.stancounty.com/bos/agenda/2009/20090804/B06.pdf>)
2. Unless otherwise agreed or directed by Consultant in writing, the County shall make payment to Consultant at 2010 Valley View Lane, Suite 300, Dallas, Texas 75234.
3. Consultant agrees that in the unlikely event any funds recovered by the County as a result of this Agreement are subsequently disallowed, any related fees paid to Consultant based on such disallowed reimbursements shall be either:
 - a. credited against future payments to Consultant, or
 - b. promptly reimbursed to the County in the event this Agreement is expired or terminated.
4. The parties hereto acknowledge the maximum amount to be paid by the County for services provided shall not exceed \$200,000 per year or \$800,000 over the life of this Agreement including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Consultant to perform or to assist in the performance of its work under this Agreement.

C. TERM

1. Paragraph 3.1 of the body of this Agreement is amended to read as follows:

"3.1 The term of this Agreement shall be from April 1, 2014 through March 31, 2018 unless otherwise terminated as provided below."

2. Paragraph 3.3 of the body of this Agreement is amended to read as follows:

"3.3 The County may terminate this agreement upon 30 days prior written notice. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Consultant as provided in Paragraph 2 herein, subject to any applicable setoffs. Upon proper notice from County, however, Consultant shall be permitted to complete the work for the current fiscal quarter and shall be entitled to payment for said quarter."

D. REPRESENTATIVES

The parties' respective Project Managers shall be:

For County:

Jill Silva (or designee)
Stanislaus County Probation Department
2215 Blue Gum Avenue
Modesto, CA
(209) 525-5043
silvaj@stancounty.com

For Consultant:

Kimberly King, (or designee)
Justice Benefits, Inc.
2010 Valley View Lane, Suite 300
Dallas, TX
(972) 406-3772
kking@justicebenefitsinc.com

E. LIMITATION OF LIABILITY

Notwithstanding Section 7 of the body of this Agreement, the monetary amount of damages and the full extent of Consultant's liability to the County, if any, shall be strictly limited to the amount of funds paid to, or owed to, Consultant for services under this Agreement.