

**AGREEMENT**

THIS AGREEMENT, ("Agreement") is made and entered into this 9th day of July, 2019 ("Effective Date"), by and between the COUNTY OF FRESNO, a political subdivision of the State of California ("COUNTY"), and JBI, LTD, a Texas limited partnership, whose address is 1711 East Belt Line Road, Coppell, Texas 75019, ("CONTRACTOR" or "JBI").

**WITNESSETH:**

WHEREAS, COUNTY participates in the Federal Title IV-E program and receives funding for its participation; and

WHEREAS, CONTRACTOR is willing and able to provide professional services to assist COUNTY in accurately claiming for Federal Title IV-E funds including, but not limited to, preparing the required claim, training, and quality assurance and auditing to ensure compliance with the program's requirements.

NOW, THEREFORE, the parties agree as follows:

**1. OBLIGATIONS OF CONTRACTOR**

JBI agrees to perform the following services:

A. JBI will provide all services identified in Exhibit A –Scope of Services.

B. JBI will continually monitor for new opportunities of funding. Whenever a new federal reimbursement opportunity arises, JBI may notify COUNTY of that opportunity. JBI will strive to identify and optimize all federal reimbursement opportunities for COUNTY.

**2. OBLIGATIONS OF COUNTY**

COUNTY agrees to perform the following activities:

A. COUNTY's Probation Administration Division Director shall:

1) Be the person responsible for monitoring JBI's performance under the terms and conditions of this Agreement.

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2) Authorize payment for services rendered based upon properly submitted invoices to the COUNTY in accordance with Section 4, "Compensation/Invoicing" of this Agreement.

B. Provide JBI with copies of or access to documents and/or databases that are necessary for the successful completion of work required by this Agreement.

C. JBI will prepare and compile retroactive Title IV-E Administrative Claims for the County for the following four quarters: July through September, October through December, January through March, and April through June."

### 3. TERM

This term of this Agreement shall be for a period of three (3) years, commencing on July 25, 2019, through and including July 24, 2022. This Agreement may be extended for two (2) additional consecutive twelve (12) month periods upon written approval of both parties no later than thirty (30) days prior to the first day of the next twelve (12) month extension period. The Chief Probation Officer or his or her designee is authorized to execute such written approval on behalf of COUNTY based on CONTRACTOR'S satisfactory performance.

### TERMINATION

A. Non-Allocation of Funds - The terms of this Agreement, and the services to be provided thereunder, are contingent on the approval of funds by the appropriating government agency. Should sufficient funds not be allocated, the services provided may be modified, or this Agreement terminated by COUNTY at any time without penalty by giving CONTRACTOR thirty (30) days advance written notice.

B. Breach of Contract - COUNTY may immediately suspend or terminate this Agreement in whole or in part, where in the determination of COUNTY there is:

- 1) An illegal or improper use of funds;
- 2) A failure to comply with any term of this Agreement;
- 3) A substantially incorrect or incomplete report submitted to the COUNTY;
- 4) Improperly performed service.

In no event shall any payment by COUNTY constitute a waiver by COUNTY of any breach of this Agreement or any default which may then exist on the part of CONTRACTOR. Neither shall such

1 payment impair or prejudice any remedy available to COUNTY with respect to the breach or default.  
2 COUNTY shall have the right to demand of CONTRACTOR the repayment to COUNTY of any funds  
3 disbursed to CONTRACTOR under this Agreement, which in the judgment of COUNTY were not expended  
4 in accordance with the terms of this Agreement. CONTRACTOR shall promptly refund any such funds  
5 upon demand.

6 C. Without Cause - Under circumstances other than those set forth above, this  
7 Agreement may be terminated by COUNTY by giving thirty (30) days' advance written notice of an intention  
8 to terminate to CONTRACTOR.

9 4. COMPENSATION/INVOICING: COUNTY agrees to pay CONTRACTOR, and  
10 CONTRACTOR agrees to receive compensation for CONTRACTOR's services as follows: Performance  
11 Fees equal to ten percent (10%) of gross Title IV-E Juvenile Justice funds received by the COUNTY each  
12 quarterly period relating to services provided by CONTRACTOR, provided that CONTRACTOR's  
13 Performance Fees for any given quarterly period of this Agreement not exceed \$30,000 per quarter.

14 CONTRACTOR will be paid its fees within forty-five (45) days of COUNTY's receipt of such  
15 funds, pursuant to CONTRACTOR's submission of quarterly invoices to: County of Fresno, Probation  
16 Business Office, 3333 E. American Avenue, Suite B, Fresno, CA 93725 or by e-mail to  
17 ProbationInvoices@co.fresno.ca.us. Unless otherwise directed by JBI in writing, the COUNTY shall make  
18 payment to the order of JBI, at 1711 E. Beltline Road, Dallas, Texas 75019.

19 JBI agrees that in the unlikely event any funds recovered by the COUNTY as a result of this  
20 Agreement are subsequently disallowed, and the disallowance is not directly related to JBI's performance,  
21 that the related fees paid to JBI based on such disallowed reimbursements will be credited against future  
22 payments to JBI, or be promptly repaid to the COUNTY should this Agreement be terminated.

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

26 In no event shall the total fees paid for services performed under this Agreement for the  
27 initial three-year term exceed \$360,000.00. If this Agreement is extended for one (1) or two (2) additional  
28 consecutive one year periods in accordance with Section 3, "Term," COUNTY will pay CONTRACTOR a

1 maximum of \$120,000 for each such extension period.

2 In no event shall the maximum compensation under this Agreement exceed \$600,000 for  
3 the entire potential 5 year term. It is understood that all expenses incidental to CONTRACTOR's  
4 performance of services under this Agreement shall be borne by CONTRACTOR

5 5. INDEPENDENT CONTRACTOR: In performance of the work, duties and obligations  
6 assumed by CONTRACTOR under this Agreement, it is mutually understood and agreed that  
7 CONTRACTOR, including any and all of the CONTRACTOR's officers, agents, and employees will at all  
8 times be acting and performing as an independent contractor, and shall act in an independent capacity and  
9 not as an officer, agent, servant, employee, joint venturer, partner, or associate of the COUNTY.  
10 Furthermore, COUNTY shall have no right to control or supervise or direct the manner or method by which  
11 CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer  
12 this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the  
13 terms and conditions thereof.

14 CONTRACTOR and COUNTY shall comply with all applicable provisions of law and  
15 the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject  
16 thereof.

17 Because of its status as an independent contractor, CONTRACTOR shall have  
18 absolutely no right to employment rights and benefits available to COUNTY employees. CONTRACTOR  
19 shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required  
20 employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless  
21 from all matters relating to payment of CONTRACTOR's employees, including compliance with Social  
22 Security withholding and all other regulations governing such matters. It is acknowledged that during the  
23 term of this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or  
24 to this Agreement.

25 6. MODIFICATION: Any matters of this Agreement may be modified from time to time by  
26 the written consent of all the parties without, in any way, affecting the remainder.

27 7. NON-ASSIGNMENT: Neither party shall assign, transfer or sub-contract this  
28 Agreement nor their rights or duties under this Agreement without the prior written consent of the other

1 party.

2           8.     HOLD HARMLESS: CONTRACTOR agrees to indemnify, save, hold harmless, and at  
3 COUNTY's request, defend the COUNTY, its officers, agents, and employees from any and all costs and  
4 expenses (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or  
5 resulting to COUNTY in connection with the performance, or failure to perform, by CONTRACTOR, its  
6 officers, agents, or employees under this Agreement, and from any and all costs and expenses (including  
7 attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to any person, firm,  
8 or corporation who may be injured or damaged by the performance, or failure to perform, of  
9 CONTRACTOR, its officers, agents, or employees under this Agreement.

10           The provisions of this Section 8 shall survive termination of this Agreement.

11           9.     INSURANCE

12           Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or  
13 any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following  
14 insurance policies or a program of self-insurance, including but not limited to, an insurance pooling  
15 arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

16           A.    Commercial General Liability

17           Commercial General Liability Insurance with limits of not less than Two Million  
18 Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000). This  
19 policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including  
20 completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal  
21 liability or any other liability insurance deemed necessary because of the nature of this contract.

22           B.    Automobile Liability

23           Comprehensive Automobile Liability Insurance with limits of not less than One  
24 Million (\$1,000,000.00) per accident and for property damages. Coverage should include any auto used in  
25 connection with this Agreement.

26           C.    Professional Liability

27           If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N.,  
28 L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One

1 Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

2 D. Worker's Compensation

3 A policy of Worker's Compensation insurance as may be required by the California  
4 Labor Code.

5 E. Cyber Liability

6 Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or  
7 claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations  
8 as is undertaken by CONTRACTOR in this agreement and shall include, but not be limited to, claims  
9 involving infringement of intellectual property, including but not limited to infringement of copyright,  
10 trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of  
11 electronic information, release of private information, alteration of electronic information, extortion and  
12 network security. The policy shall provide coverage for breach response costs as well as regulatory fines  
13 and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

14 Additional Requirements Relating to Insurance

15 CONTRACTOR shall obtain endorsements to the Commercial General Liability insurance naming  
16 the County of Fresno, its officers, agents, and employees, individually and collectively, as additional  
17 insured, but only insofar as the operations under this Agreement are concerned. Such coverage for  
18 additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained  
19 by COUNTY, its officers, agents and employees shall be excess only and not contributing with insurance  
20 provided under CONTRACTOR's policies herein. This insurance shall not be cancelled or changed without  
21 a minimum of thirty (30) days advance written notice given to COUNTY.

22 CONTRACTOR hereby waives its right to recover from COUNTY, its officers, agents, and  
23 employees any amounts paid by the policy of worker's compensation insurance required by this  
24 Agreement. CONTRACTOR is solely responsible to obtain any endorsement to such policy that may be  
25 necessary to accomplish such waiver of subrogation, but CONTRACTOR's waiver of subrogation under  
26 this paragraph is effective whether or not CONTRACTOR obtains such an endorsement.

27 Within Thirty (30) days from the date CONTRACTOR signs and executes this Agreement,  
28 CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the

foregoing policies, as required herein, to the County of Fresno, Probation Business Manager Greg Reinke, 3333 E. American Avenue, Suite B, Fresno, CA 93725, stating that such insurance coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that for such worker's compensation insurance the CONTRACTOR has waived its right to recover from the COUNTY, its officers, agents, and employees any amounts paid under the insurance policy and that waiver does not invalidate the insurance policy; that such Commercial General Liability insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees, shall be excess only and not contributing with insurance provided under CONTRACTOR's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to COUNTY.

In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

All policies shall be issued by admitted insurers licensed to do business in the State of California, and such insurance shall be purchased from companies possessing a current A.M. Best, Inc. rating of A FSC VII or better.

10. AUDITS AND INSPECTIONS: The CONTRACTOR shall at any time during business hours, and as often as the COUNTY may deem necessary, make available to the COUNTY for examination all of its records and data with respect to the matters covered by this Agreement. The CONTRACTOR shall, upon request by the COUNTY, permit the COUNTY to audit and inspect all of such records and data necessary to ensure CONTRACTOR's compliance with the terms of this Agreement.

If this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor for a period of three (3) years after final payment under contract (Government Code Section 8546.7).

11. NOTICES: The persons and their addresses having authority to give and receive

1 notices under this Agreement include the following:

2 COUNTY

COUNTY OF FRESNO

Chief Probation Officer

3333 E. American Ave., Suite B

Fresno, CA 93725

CONTRACTOR

JBI, LTD.

Senior Vice President – Gov. Affairs

1711 East Belt Line Road

Coppell, TX 75019

5 All notices between the COUNTY and the CONTRACTOR provided for or permitted  
6 under this Agreement must be in writing and delivered either by personal service, by first-class United  
7 States mail, by an overnight commercial courier service, or by telephonic facsimile transmission. A notice  
8 delivered by personal service is effective upon service to the recipient. A notice delivered by first-class  
9 United States mail is effective three COUNTY business days after deposit in the United States mail,  
10 postage prepaid, addressed to the recipient. A notice delivered by an overnight commercial courier service  
11 is effective one COUNTY business day after deposit with the overnight commercial courier service, delivery  
12 fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient. A notice  
13 delivered by telephonic facsimile is effective when transmission to the recipient is completed (but, if such  
14 transmission is completed outside of COUNTY business hours, then such delivery shall be deemed to be  
15 effective at the next beginning of a COUNTY business day), provided that the sender maintains a machine  
16 record of the completed transmission. For all claims arising out of or related to this Agreement, nothing in  
17 this section establishes, waives, or modifies any claims presentation requirements or procedures provided  
18 by law, including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government  
19 Code, beginning with section 810)..

20 12. GOVERNING LAW: Venue for any action arising out of or related to this Agreement  
21 shall only be in Fresno County, California.

22 The rights and obligations of the parties and all interpretation and performance of this  
23 Agreement shall be governed in all respects by the laws of the State of California.

24 13. DISCLOSURE OF SELF-DEALING TRANSACTIONS

25 This provision is only applicable if the CONTRACTOR is operating as a corporation  
26 (a for-profit or non-profit corporation) or if during the term of the agreement, the CONTRACTOR  
27 changes its status to operate as a corporation.

28 Members of the CONTRACTOR's Board of Directors shall disclose any self-dealing

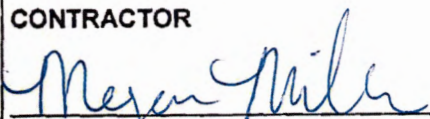


1 transactions that they are a party to while CONTRACTOR is providing goods or performing services  
2 under this agreement. A self-dealing transaction shall mean a transaction to which the CONTRACTOR  
3 is a party and in which one or more of its directors has a material financial interest. Members of the  
4 Board of Directors shall disclose any self-dealing transactions that they are a party to by completing and  
5 signing a Self-Dealing Transaction Disclosure Form, attached hereto as Exhibit B and incorporated  
6 herein by reference, and submitting it to the COUNTY prior to commencing with the self-dealing  
7 transaction or immediately thereafter.

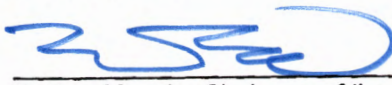
8           14.     ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between  
9 CONTRACTOR and COUNTY with respect to the subject matter hereof and supersedes all previous  
10 Agreement negotiations, proposals, commitments, writings, advertisements, publications, and  
11 understandings of any nature whatsoever unless expressly included in this Agreement.

1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year  
2 first hereinabove written.

3 **CONTRACTOR**

4   
5 Megan Milas, Senior Vice President,  
6 Government Affairs  
7 JBI, LTD.  
8 1711 East Belt Line Road  
9 Coppell, Texas 75077

**COUNTY OF FRESNO**

  
Nathan Magsig, Chairman of the  
Board of Supervisors of the County of  
Fresno

**ATTEST:**

Bernice E. Seidel  
Clerk of the Board of Supervisors  
County of Fresno, State of California

By:

  
Deputy

20 **FOR ACCOUNTING USE ONLY:**

21 FUND: 0001  
22 ORG: 3430  
23 SUBCLASS: 10000  
24 ACCOUNT: 4895  
25  
26  
27  
28

### **JB I's Title IV-E Scope of Services**

JB I will assist Fresno County in accurately compiling the Title IV-E Administrative Claims. JB I will assist the County by completing the following steps:

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

### **Time Study**

JB I has developed a versatile Web Based RMS time study that has been approved by CDSS. JB I will implement the Web Based RMS. The time study is continuous and the results are compiled quarterly. The sample universe is updated monthly due to turnover and unexpected staff changes. Updating the sample universe monthly allows all potential reimbursable staff access to the time study. JB I will ensure that County Time study participants are included based on daily activities, not solely based on job description.

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

- JB I will revise the existing County time codes to add probation specific examples;
- Each month, JB I will modify the participant list to ensure only the correct staff members are included in the time study;
- JB I's will train the County staff on how to accurately complete the IV-E time study;
- JB I will monitor to ensure the County accurately completes the web-based RMS on a daily basis;
- JB I will provide periodic updates on the areas of needed improvement as it relates to the time study codes;
- JB I will compute the quarterly time study results and submit them to the Chief Probation Officer for approval;
- JB I will work with the CDSS personnel to update the web-based RMS policies when needed;
- Analyzing, editing, and summarizing the sample results and making the necessary allocations;
- Ensuring that the sample universe is updated monthly to include new hires and exclude terminations and transfers;
- JB I will provide a detailed training manual to all eligible County staff that participate in the quarterly time study;
- Provide a focal point where all RMS problems/questions can be submitted and resolved;
- RMS Training – JB I will provide on-site and web-based training on the Web Based RMS system that is utilized for documenting time/ activities related to Title IV-E Claiming;

- Code Training – JBI will provide on-site and web-based training on all Title IV-E Time Codes. JBI will provide a complete understanding of all Title IV-E Codes for the state of California. The JBI trainers will educate all participants so that they have a clear understanding on how to code daily activities;
- JBI also has a team of time study analysts whose primary focus is to review all time study moments received and confirm that they are coded correctly with the correct information within the allotted time frame and
- JBI's Time Study Analysts will monitor the County's RMS activity on a daily basis. Each RMS Observation Moment that is answered by County Staff is reviewed by JBI's Time Study Analyst to ensure accuracy and validity.

#### **Quarters for the Web-Based Time Study**

The time study will be generated quarterly based off the federal fiscal quarters. Federal Claiming Periods for California:

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

#### **Random Moment Set Up – Monthly**

JBI will work with the County to determine what Juvenile Probation workers will participate in the RMS web based time study. Once JBI determines who is going to participate in the time study, the following data will need to be collected from the County:

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

#### **Time Study Coordinator**

JBI will act as the County's time study coordinator. On a monthly basis, JBI will be responsible for running the time study and the quality assurance process. As the time study coordinator, JBI is available via email correspondence and a toll free 800 number for the time study participants to contact with any time study questions or technical issues they are experiencing.

#### **Study Notification**

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

All original observation moments must be filled out within 72 hours from the time of the moment excluding days off, weekends and holidays. If the time study participant has not responded by midnight of the RMS moment, an email reminder will be generated and sent out through the JBI email

application to the participant and their time study observer. A time study observer is a person who acts as a quality assurance person for time study purposes. They are trained on the time study process, as well as, the importance of participants answering all RMS moments in a timely manner.

### **10% Quality Assurance Process**

Every night if the observer has any quality assurance moments from the day, the JBI RMS automated system will generate an email to the observer letting them know of any quality assurance moments they need to complete. This email also includes any other “to do’s” the observer needs to follow up on, such as any RMS moments their participants have from the previous day or any profiles pending that the observer has not approved.

### **RMS Reporting Features**

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

JB I’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.

### **Quality Assurance Procedures**

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

- Electronic Signature
- Date and time (for 72 hour compliance)
- Comment section included detailed activity description of what the time study participant was doing
- Appropriate sections are all documented
- Codes checked correctly correspond with activity description
- If any of the above elements are not satisfied, the sample moment is sent back to the participant for a correction or further clarification. If clarification cannot be made, the moment will be considered invalid.
- The information JBI requires for the time study are the names of eligible participants along with their job titles, email addresses, phone numbers and core work hours.
- After Q1 decides the data is captured accurately, Q2 will then review the data for a second quality assurance process.



## Training

### **Time Study Training**

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

- Time codes;
- Operation of the web system and
- Supervisor oversight with the RMS.

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

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

In order for 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.

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

JB I will provide the County with the "Candidates for Foster Care" training. JB I will train all appropriate County staff on completing a case plan and documenting candidacy as it relates to Title IV-E. The detailed training covers how to determine which delinquent youth are considered a candidate for foster care, the method of documenting candidacy and the frequency the federal government requires this documentation.

### **General Training and Webinars**

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

JB I will also perform on-site and web-based trainings with the County's staff to ensure a thorough understanding of Title IV-E. JB I is available for refresher training or training new county staff. As

new County employees are hired, or as JBI determines it is needed or the county requests, additional routine training is provided. JBI also provides a toll free telephone number for support.

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

#### **IV-E Administrative Claim Compilation**

Every quarter, JBI will compile a Title IV-E Administrative claim for reimbursement on behalf of the County. The IV-E administrative claim is the compilation of data from several sources. Payroll, expenditures, and capital asset information is provided by the client. JBI specializes in capturing all direct and indirect costs allocable to the IV-E program for Federal Match. JBI will customize each claim to 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.
- 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.

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

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

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

### Quality Assurance

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

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.
- The County will provide any additional financial reports/ information needed to complete claim in order to ensure all reimbursement opportunities are included.
- The County will provide JBI with County specific financial information needed to complete claim, i.e. Cost Allocation Plan and Eligibility Rate.
- The County will provide further information if requested by JBI on any missing information or needed documentation to ensure maximized reimbursability.
- The County will review the claim completed by JBI.
- The County will submit the Title IV-E claim to their local CDSS for processing and payment.



**Probation Support**

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

**Training Support**

JB I will perform trainings with the 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 Random Moment Time Study**

JB I will implement a Web Based random moment time keeping system. This RMS system will take the place of the current time study method being utilized by the County. A time study will be generated quarterly and the results will be calculated and compiled by JB I into the quarterly IV-E claim. Quarterly time frames for the state of California are below.

- 1Q- July, August, September
  - 2Q- October, November, December
  - 3Q- January, February, March
  - 4Q- April, May, June
- The County will ensure that selected staff can access to the JB I RMS website via a computer or smartphone.
  - The County will provide JB I with initial County information for the set-up of the Web Based RMS System.
  - The County Probation Officers will answer "Observation Moments" as they are received via email to document what they were doing at the time of the random moment.
  - The County Probation Officers will have 72 hours, excluding weekends and holidays to answer their "Observation Moments."
  - The County will continue to utilize Title IV-E codes set by the state of California for the Web Based time keeping system.

## SELF-DEALING TRANSACTION DISCLOSURE FORM

In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a contractor's board of directors (hereinafter referred to as "County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

*"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest"*

The definition above will be utilized for purposes of completing this disclosure form.

### INSTRUCTIONS

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
  - a. The name of the agency/company with which the corporation has the transaction; and
  - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

<b>(1) Company Board Member Information:</b>			
<b>Name:</b>		<b>Date:</b>	
<b>Job Title:</b>			
<b>(2) Company/Agency Name and Address:</b>			
<b>(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):</b>			
<b>(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):</b>			
<b>(5) Authorized Signature</b>			
<b>Signature:</b>		<b>Date:</b>	