



COUNTY OF HUMBOLDT

AGENDA ITEM NO.
C-7

For the meeting of: April 15, 2014

Date: March 21, 2014
To: Board of Supervisors
From: William Damiano, Chief Probation Officer
Subject: Approval of Agreement with Justice Benefits, Incorporated

RECOMMENDATIONS:

That the Board of Supervisors:

1. Approve the attached Agreement with Justice Benefits, Incorporated to provide Title IV-E program claiming assistance to the Humboldt County Probation Department,
2. Authorize the Chair to sign two (2) originals of the Agreement, and
3. Direct the Clerk of the Board to return the signed originals to the Probation Department, Attention: William Damiano, Chief Probation Officer.

SOURCE OF FUNDING:

Probation Department (Budget Unit 235)

DISCUSSION:

During last year, the United States Department of Health and Human Services, Administration of Children and Families (ACF), Region IX staff participated in information visits to two California county probation

Prepared by Mark Magladry

CAO Approval *Cheryl Dillingham*

REVIEW:

Auditor *MBM* County Counsel *m.f.* Personnel _____ Risk Manager *DF* Other _____

TYPE OF ITEM:

- Consent
- Departmental
- Public Hearing
- Other _____

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT

Upon motion of Supervisor *Bennett* Seconded by Supervisor *Bass*

Ayes *Bass, Fenell, Bahn, Carlace, Sordby*
 Nays _____
 Abstain _____
 Absent _____

PREVIOUS ACTION/REFERRAL:

Board Order No. _____

Meeting of: _____

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: *April 15, 2014*
By: *Kathy Hayes*
Kathy Hayes, Clerk of the Board

departments. During these visits, ACF staff reviewed probation youth case files and interviewed probation officers about their Title IV-E program policies and procedures. The Title IV-E program, administrated by ACF, as part of the Social Security Act, provides grants to States for aid and services to needy families with children and for child welfare services. Title IV-E supplies two sources of funding to local governments.

1. Preventative services to help avoid the removal/placement of youth in foster care, and
2. Placement, case management, and supervision services of youth while in foster care placements.

The ACF evaluation identified deficiencies in these county's operations related to preventative activities in relation to probation youth identified as reasonable candidates for foster care, as well as in the claiming associated with those activities.

In November 2013, ACF provided a review of their visit to the State of California, Department of Social Services (CDSS) and instructed them to cease payment to all California County Probation Departments on Title IV-E administrative claims, beginning with the October 2013 quarter until the identified deficiencies were addressed. Since that time, the Chief Probation Officers of California (CPOC) organization has been working directly with CDSS and has developed and submitted a corrective action plan (CAP) to ACF for approval. The corrective action plan proposes changes to California Probation's policies and procedures around Title IV-E activities to bring them into compliance with federal guidelines and lays out a plan for statewide training for probation staffs on those proposed changes. Once the plan is implemented and CDSS has confidence regarding Probation's practices and compliance with the CAP, California Probation has been assured that it will be allowed to resume Title IV-E claiming.

Title IV-E funds comprise a significant portion of the Humboldt County Probation Department's annual budgeted revenues, offsetting a major portion of costs associated with juvenile probation activities. While Title IV-E administrative claiming is suspended, management of the department's current budget and planning for FY14/15 has been extremely challenging. It is already clear that the shift from our historic administrative claiming to the newly required case-specific claiming will result in a reduction in our claiming. The exact impact is difficult to determine at this time because CDSS has yet to get approval on their claiming plan, which will guide and regulate California Probation's IV-E activities. Once the CDSS claiming plan is approved by ACF, the sooner claiming will be allowed to resume by CDSS, and the Department will be able to make a more accurate prediction about impacts of these required policy and programmatic changes to future revenue generation and will allow us to make appropriate adjustments, as necessary, to budgets and operations.

In January 2014, the Probation Department began discussion with Justice Benefits, Incorporated (JBI). JBI specializes in federal revenue maximization and has a long history of providing services that have been approved by ACF to assist juvenile Probation Departments with Title IV-E claiming and related activities. JBI currently contracts with Probation Departments throughout the state and nation and offers program assistance that supports the preparation of defensible Title IV-E administrative claims.

JBI has a proven project design that assists juvenile departments with Title IV-E claiming. The services JBI will provide to the Probation Department include:

- Implementing a web-based random moment time study system for the department's juvenile Probation Officers, to record time spent working on Title IV-E related activities.
- Provide on-site and web-based training to Probation staff on how to accurately complete the Title IV-E time study and other Title IV-E related activities.
- Work with Probation Department fiscal staff in submitting acceptable quarterly Title IV-E claims.
- Monitor to ensure that the County receives appropriate Federal reimbursement amounts.

- Quality control and oversight of Department activities and documentation to ensure program integrity and audit compliance.
- Direct audit support to the Department/County in the case of a State or Federal audit.

The web-based time study made available by JBI has been approved and accepted by both CDSS and ACF. The time study is continuous with results of Title IV-E related activities compiled quarterly for claiming, as well as needed to comply with State/Federal backup documentation requirements. JBI will also provide periodic updates and ongoing feedback on areas the Department can improve as related to reporting of Title IV-E activities. In addition, the on-site and web-based training offered by JBI will educate staff on the use of this web-based time study system, with additional training opportunities that will review Title IV-E requirements related to Department's activities. JBI will ensure that the Department uses an accurate and acceptable case plan in order to fully document and support foster placement candidacy and claiming for related preventative activities.

Each quarter, JBI will compile the claim for reimbursement of the County's Title IV-E activities. JBI will work with the department's fiscal staff on developing internal procedures that will ensure that the best claiming practices are utilized. JBI specializes in capturing all Title IV-E program allocable costs.

By beginning to work with JBI immediately, the County will have confidence that future Title IV-E claims will be acceptable to CDSS and ACF. Once ACF lifts its current moratorium on paying Probation claims, the Department expects to receive reimbursement for any claim that JBI assists in preparing, and will be able to bill retroactively for all activities that we can document as meeting the new CDSS requirements. Under the terms of the proposed agreement, JBI will contract their services to the Department for the next four years, commencing with the date the agreement is finalized.

FINANCIAL IMPACT:

In negotiating the agreement with Justice Benefits, Incorporated (JBI), compensation has been set to be paid upon an established contingency fee. The County agrees to pay JBI for the performance of these services, a sum of fifteen percent (15%) of all Title IV-E revenue received by the Department. At this time, the total amount of Title IV-E revenue that may be received by the Department is unknown and the specific amount of compensation to be paid cannot be calculated. JBI has stated that until there is resumption of payment of Probation Title IV-E claims, the Department will not be required to make payments to them for their services. Once payments are resumed, the Department will be obligated to pay JBI fifteen percent of all Title IV-E revenues received on claims supported by JBI activities.

When developing the cost of the agreement, the Probation Department included an estimation of \$15,000 for each remaining quarter of this fiscal year and into next fiscal year. This amount is included as part of the appropriation set for Contract Services in Budget Unit 235 for the remainder of fiscal year 2013/14 and for fiscal year 2014/15. Due to the uncertainty as to when Probation Title IV-E payments will resume, the Department may not need to expend these funds until next fiscal year. In planning for future budgets, the Probation Department should have a better idea about the Title IV-E revenues it will receive and should be able to provide an accurate estimation for the cost for this agreement. The agreement will be paid with funding set in the Contract Services appropriation in Budget Unit 235, with no additional impact to the County General Fund. The approval of this agreement creates the opportunity for Probation staff to utilize JBI's tools and services and to be trained on a proven effective practice. This will allow the Probation Department to maximize the Title IV-E revenue it is eligible to receive while continuing to support public safety services to the community.

OTHER AGENCY INVOLVEMENT:

None.

ALTERNATIVES TO STAFF RECOMMENDATIONS:

The Board could choose not to approve this agreement; however, this is not recommended. The Probation Department seeks approval of the agreement with Justice Benefits, Incorporated (JBI) as they provide services associated with enhanced Title IV-E claiming. With the upcoming changes to the administrative claiming for Title IV-E juvenile probation activities set by the ACF, failure to approve this agreement would not allow the Probation Department the opportunity to work with JBI and the Department could potentially lose significant future Title IV-E revenue.

ATTACHMENT:

1. Proposed agreement with Justice Benefits, Incorporated.

AGREEMENT FOR PROFESSIONAL SERVICES

between
Justice Benefits, Incorporated
and
Humboldt County, California

This Agreement is entered into by and between Humboldt County, California (hereinafter referred to as the "County") and Justice Benefits, as the general partner of Unificare, LTD, a Texas limited partnership (hereinafter, collectively referred to as "JBI" or "Contractor"), located at 2010 Valley View Lane, Suite 300, Dallas, Texas 75234.

WITNESSETH

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

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

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

ARTICLE I RESPONSIBILITIES OF JBI

JBI agrees to perform the following services:

1.01 JBI will review the policies and procedures used by the County to identify such additional Federal and other revenue sources, if any, as may be available to the County through participation in new programs or expansion of existing FFP. These efforts may include any of the following activities: advising the County of the reimbursement opportunity, preparing or enhancing the claim, preparing or assisting with submittal packages, preparing audit files, assisting the County with submittals, assisting the County should it be audited for claims on which the Company assisted, or other related federal revenue enhancement activities.

1.02 JBI will continually monitor for new opportunities of funding. Whenever a new federal reimbursement opportunity arises, JBI may notify the County of that opportunity. JBI will strive to identify and optimize all federal reimbursement opportunities for the County; but is not obligated to make the County aware of all possible opportunities and shall have no liability for any omission to identify the same.

1.03 Please refer to the detailed Scope of Services on page six.

**ARTICLE II
RESPONSIBILITIES OF THE COUNTY**

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

**ARTICLE III
TERM**

- 3.01 The initial term of this Agreement is four (4) years, commencing with the date of this Agreement.
- 3.02 Upon conclusion of the Initial Term of this Agreement, this Agreement will automatically be renewed on a year-by-year basis, under the same terms and conditions as set forth herein, unless written notice is given at least thirty (30) days prior to the expiration of this Agreement.

**ARTICLE IV
CONFIDENTIALITY**

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

**ARTICLE V
COMPENSATION**

5.01 The intent of this Agreement is to compensate JBI for assisting the County with accurate Title IV-E documentation, record retention, and the quarterly IV-E Administrative claim compilation to ensure compliance with current federal and state Title IV-E guidelines. These efforts may include any or all of the following activities: web-based time study implementation and monitoring, preparing or enhancing the claim, preparing of submittal packages, preparing audit files, assisting the County with submittals, assisting the County should it be audited for claims on which the Company assisted,

training support, or other related federal revenue enhancement activities. The parties agree JBI will be compensated for JBI's activities described in the Scope of Services at the following fee:

- ❖ The County agrees to pay for performance of this service, and JBI agrees to accept Performance Fees in the sum of Fifteen percent (15%) of all revenue paid to the County (prospectively or retroactively) as described in the scope of services. JBI will be paid its fees upon receipt of related IV-E Juvenile Justice funds by the county for a minimum of four years' worth of claims filed prospectively once a contract is signed by the County. In addition, JBI will be paid its Performance fees of 15% on any retroactive claims prepared and filed for Title IV-E.

5.02 Change to Compensation Structure - On an annual basis, this agreement provides the County the flexibility to switch to the fixed fee option (Article V, 5.03) and/or switch back to the performance fee option (Article V, 5.01). Should the County wish to exercise this option, they must submit in writing, via certified mail, no later than December 1st of each year during the duration of this agreement its intention to change the compensation structure as outlined in Article V 5.01 or Article 5.03). The change in the fee structure will take effect starting the first quarter (January – March) and will be in full effect for a minimum of four quarters.

5.03 If the County exercises its rights to alter the compensation structure under the terms of 5.02, the parties agree JBI will be compensated for JBI's activities described in the Scope of Services at the following fee:

JBI will prepare and compile the quarterly Title IV-E Administrative Claims for the County. JBI will invoice a Fixed Fee sum of seventeen thousand five hundred dollars (\$17,500) at the close of each IV-E quarter as well as the travel expense reimbursement not to exceed three thousand five hundred dollars (\$3,500) for actual expenses incurred by JBI for travel and per diem required to complete this project. Payments shall be made within thirty (30) days of invoicing. In addition, incentive fees of two percent (2%) of all IV-E revenue paid to the County shall be invoiced upon county's receipt of Title IV-E Juvenile Justice related funds.

5.04 Unless otherwise agreed or directed by JBI in writing, the County shall make payment to the order of JBI, at 2010 Valley View Lane, Suite 300, Dallas, Texas 75234.

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

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

ARTICLE VI NOTIFICATION

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

ARTICLE VII MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

7.09 **Indemnification.** A. JBI shall indemnify, defend and hold harmless COUNTY and its officers, officials, employees, and volunteers, from any and all claims, demands, losses, damages, and liabilities of any kind or nature, including attorney's fees, which are caused by any negligent or willful acts of misconduct or omissions (either directly or through or by its officers, agents or employees) in connection with JBI'S duties and obligations under this Agreement and any amendments hereto.

B. COUNTY shall indemnify, defend and hold harmless JBI and its officers, officials employees, and volunteers, from any and all claims, demands, losses, damages, and liabilities of any kind or nature, including attorney's fees, which are caused by any negligent or willful acts of misconduct or omissions (either directly or through or by its officers, agents or employees) in connection with COUNTY'S duties and obligations under this Agreement and any amendments hereto.

7.10 **Independent Contractor.** Contractor shall be considered an independent contractor and not an employee of the County. Contractor shall be solely responsible for paying its own staff and the out-of-pocket expenses it incurs in

providing services hereunder. Contractor shall also maintain general liability insurance at its own expense, in addition to workers' compensation coverages as may be required by law, and will provide proof of insurance to the County upon twenty (20) days notice.

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

7.12 **Legal Fees.** In the event a claim for damages is made under this Agreement, the claimant shall be entitled to recover reasonable and necessary attorneys' fees and interest at the highest rate allowed by law, provided that said claim is first presented in writing and remains unpaid for thirty (30) days.

7.13 **Equal Employment Opportunity Practices Provision.** JBI shall comply with Title VII of the Civil Rights Act of 1964 and no person shall, on the grounds of race, religion or religious creed, color, age (over 40), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics), mental or physical disability (including HIV status and AIDS), military service, or any other classification protected by federal, state, or local laws and ordinances be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.

7.14 **Prohibition against Assignment.** There shall be no assignment or transfer of this Agreement without the prior written consent of both parties hereto, except as follows: Contractor shall be permitted to assign its right to be paid by the County after completing its work on an Initiative.

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

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

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

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

7.19 **Nuclear Free Humboldt County Ordinance Compliance.** JBI certifies by its signature below that JBI is not a Nuclear Weapons Contractor, in that JBI is not knowingly or intentionally engaged in the research, development, production, or testing of nuclear warheads, nuclear weapons systems, or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. JBI agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor, as defined above. COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if JBI becomes a Nuclear Weapons Contractor.

//

//

//

//

//

//

//

//

//

//

//

//

//

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

EXECUTED THIS _____ DAY OF _____, 2014

AGREED:

COUNTY OF HUMBOLDT,
CALIFORNIA

(SEAL)

ATTEST

CLERK OF THE BOARD

BY *[Signature]*
Clerk of the Board

BY *[Signature]*
Chairperson, Board of Supervisors
County of Humboldt
State of California

APPROVED AS TO FORM
COUNTY COUNSEL

BY *[Signature]*
Deputy County Counsel

INSURANCE CERTIFICATES
REVIEWED AND APPROVED

BY *[Signature]*
Risk Manager

APPROVED AND EXECUTED:

TWO SIGNATURES REQUIRED FOR
CORPORATIONS:

- (1) Chairperson, President, or Vice President and
- (2) Secretary, Assistant Secretary, CFO or Assistant Treasurer

UNIFICARE, LTD., a Texas Limited Partnership
By: Justice Benefits, Inc., a Texas Corporation

BY _____
Michael F. Moore
Senior Vice President – Government Affairs
2010 Valley View Lane, Suite 300
Dallas, Texas 75234

BY _____

NAME _____

TITLE _____

Print Name and Title of Signer:

If Corporate:
Secretary, Assistant Secretary, CFO, or
Assistant Treasurer

JBI's Title IV-E Scope of Services

JBI specializes in Title IV-E Claiming for juvenile departments and has a proven project design that addresses an initial documentation review phase, planning phase, implementation phase and on-going support for our clients. JBI will assist Humboldt County in accurately compiling the Title IV-E Administrative Claims. JBI will assist the County by completing the following steps:

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

Time Study

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

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

- JBI will revise the existing County time codes to add probation specific examples;
- Each month, JBI will modify the participant list to ensure only the correct staff members are included in the time study;
- JBI's will train the County staff on how to accurately complete the IV-E time study;
- JBI will monitor to ensure the County accurately completes the web-based RMS on a daily basis;
- JBI will provide periodic updates on the areas of needed improvement as it relates to the time study codes;
- JBI will compute the quarterly time study results and submit them to the Chief Probation Officer for approval;
- JBI 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;
- JBI will provide a detailed training manual to all eligible County staff that participate in the quarterly time study;
- Provide a focal point where all RMS problems/questions can be submitted and resolved;
- RMS Training – JBI will provide on-site and web-based training on the Web Based RMS system that is utilized for documenting time/ activities related to Title IV-E Claiming;
- 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

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

JBI's reports will aid in ensuring accuracy of coding as well as providing an at a glance view to ensure participants are simply coding their moments. At any given time, the County can check the status of each person in the study. This report summarizes each participant's activities for a particular study and then summarizes the entire study itself by code.

Quality Assurance Procedures

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

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

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 JBI's RMS. Prior to the initial onset of the time study, all eligible participants will receive onsite training regarding the time study process and codes. The JBI trainer will focus on the following for the RMS training session:

- 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 JBI providing training manuals, JBI 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. JBI will review such documentation before any claims have been filed. JBI will help ensure that all juveniles who are on probation in the County have case plans and case plan reviews regardless of candidate status. JBI will 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. JBI will train all appropriate County staff on completing a case plan and documenting candidacy as it relates to Title IV-E. The detailed training covers how to determine which delinquent youth are considered a candidate for foster care, the method of documenting candidacy and the frequency the federal government requires this documentation.

General Training and Webinars

- JBI will immediately develop a training plan for the County;
- JBI trainings will be documented;
- JBI training material will be provided for each County participant;
- JBI trainings will include an agenda, handout and sign-in sheet that is kept on-hand in the case of an audit and

- JBI will be able to answer Title IV-E questions regarding coding time, completing case plans, deadlines, and all other guidelines on demand.

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