

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 3.9  
(ID # 13584)

**MEETING DATE:**

Tuesday, November 03, 2020

**FROM:** PROBATION:

**SUBJECT:** PROBATION DEPARTMENT: Approve the Service Agreement with Justice Benefits, Inc. (JBI) for Title IV-E Administrative Claiming and Training services without seeking competitive bids, for five years, All Districts. [\$1,104,974 Total - Federal Funds 100%]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the Service Agreement with Justice Benefits, Inc. (JBI) for Title IV-E Administrative Claiming and Training services without seeking competitive bids for a total aggregate amount of \$1,104,974 for five years through June 30, 2025 and authorize the Chairman of the Board to sign the Agreement on behalf of the County.
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of funding and as approved by County Counsel to sign amendments that exercise the options of the agreement including modifications of the statement of work that stay within the intent of the agreement.

**ACTION:** Policy

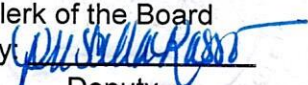
  
Ronald L. Miller, Chief Probation Officer 10/22/2020

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Hewitt, seconded by Supervisor Perez and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
Nays: None  
Absent: None  
Date: November 3, 2020  
xc: Probation

Kecia R. Harper  
Clerk of the Board  
By   
Deputy

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<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 192,169	\$ 208,183	\$ 1,104,974	
<b>NET COUNTY COST</b>				
<b>SOURCE OF FUNDS: 100% Federal Funds</b>			<b>Budget Adjustment:</b>	<b>NO</b>
			<b>For Fiscal Year:</b>	<b>20/21-24/25</b>

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

Justice Benefits, Inc. (JBI) is a vendor with experience assisting local government with reimbursement programs offered by the Federal Government, such as Medi-Cal Administrative Activities (MAA) and Targeted Case Management (TCM) programs with services under contract currently being provided to the County of Riverside. Reference contract #PRARC-96258-001-06/23, RFP# PRARC-068, issued and approved by Board of Supervisors on Form-11 Agenda 3.28 on 6/19/2018.

JBI under this service agreement shall provide the County with Title IV-E Administrative Claiming and Training Services to the Probation Department staff. Title IV-E Administrative Claiming services are similar to those which are being provided under the contract noted above. However, Title IV-E Administrative service includes the addition of providing training services to County staff. The training shall provide the knowledge to enter data supporting the claims for the Title IV-E federal program and use of the web based Random Moment Study system, and coding.

With recent changes the State of California has made in the last several years the responsibility to provide services and assistance to juveniles, their families, and fostering of wards has transferred to counties and local agencies. In place are federal government programs that provide reimbursement through claims for assisting this population of clients. The funds reimbursed can be utilized to provide continued support through staffing increases and support in the development of programs to continue services.

**Impact on Residents and Businesses**

The assistance to probation clients with Title IV-E will improve the quality of services and reduce the draw on overall county resources

**Additional Fiscal Information**

The recommended agreement with Justice Benefits, Inc. (JBI) is strictly a revenue-based agreement. All fees paid to JBI will be based on a percentage of the claims they successfully assist the County to process. The annual percentage rates for the five (5) year period of

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performance are detailed below as part of the Contract History and Price Reasonableness section

**Contract History and Price Reasonableness**

County Purchasing issued a Request for Proposal (RFP) PRARC-068 on behalf of the Probation Department to obtain competitive proposals from qualified bidders to provide the services for MAA and TCM administrative program under contract PRARC-96258-001-06/23. The vendor JBI has agreed to provide the County with Title IV-E Administrative Claiming and Training services under the same percentage rate structure.

The potential gross estimated annual claim reimbursement and contracted 12% to 15% administrative services fees for all five (5) year term of the agreement is:

Fiscal Year 2020/2021

<b>12% Rate</b>	<b>Estimated Annual Amount Reimbursed/Claimed</b>	<b>Estimated Fee Paid</b>
Title IV-E	\$1,601,411	\$192,169
<b>Annual Total</b>	<b>\$1,601,411</b>	<b>\$192,169</b>

Fiscal Year 2021/2022

<b>13% Rate</b>	<b>Estimated Annual Amount Reimbursed/Claimed</b>	<b>Estimated Fee Paid</b>
Title IV-E	\$1,601,411	\$208,183
<b>Annual Total</b>	<b>\$1,601,411</b>	<b>\$208,183</b>

Fiscal Year 2022/2023

<b>14% Rate</b>	<b>Estimated Annual Amount Reimbursed/Claimed</b>	<b>Estimated Fee Paid</b>
Title IV-E	\$1,601,411	\$224,198
<b>Annual Total</b>	<b>\$1,601,411</b>	<b>\$224,198</b>

Fiscal Year 2023/2024

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<b>15% Rate</b>	<b>Estimated Annual Amount Reimbursed/Claimed</b>	<b>Estimated Fee Paid</b>
Title IV-E	\$1,601,411	\$240,212
<b>Annual Total</b>	<b>\$1,601,411</b>	<b>\$240,212</b>

Fiscal Year 2024/2025

<b>15% Rate</b>	<b>Estimated Annual Amount Reimbursed/Claimed</b>	<b>Estimated Fee Paid</b>
Title IV-E	\$1,601,411	\$240,212
<b>Annual Total</b>	<b>\$1,601,411</b>	<b>\$240,212</b>

Please note actual administrative fees paid to the Contractor are dependent on actual claims approved by the Title IV-E program.

The annual cost savings is as follows:

- Year one (1), at 12% fee rate for 25% cost savings
- Year two (2), at 13% fee rate for 15% cost savings
- Year three (3), at 14% fee rate for 7% cost savings

Total cost savings of 47% for the five (5) year term of the agreement for services.

**ATTACHMENTS:**

Approved Sole Source Justification  
Service Agreement

  
Teresa Summers, Director of Purchasing 10/22/2020

  
Gregory V. Priarios, Director County Counsel 10/22/2020

**SERVICE AGREEMENT**

**for**

**TITLE IV-E ADMINISTRATIVE CLAIMING AND TRAINING SERVICES**

**between**

**COUNTY OF RIVERSIDE**

**and**

**JUSTICE BENEFITS, INC. (JBI)**



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This Agreement made and entered by and between Justice Benefits, Inc., a Texas corporation, (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

**1. Description of Services**

**1.1** CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, at the prices stated in Exhibit B, Payment Provisions, Exhibit C, Estimated Fees Title IV-E Reimbursed Claims and Attachment I, HIPAA Business Associate Attachment attached hereto and incorporated herein by reference.

**1.2** CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

**1.3** CONTRACTOR affirms that it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

**1.4** Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

**2. Period of Performance**

**2.1** This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect through June 30, 2025 (the "Term"), unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

**3. Compensation**

**3.1** The COUNTY shall pay the CONTRACTOR for services performed, products provided, and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall a designated percentage of all revenue amounts collected through the Title IV-E Administrative Claiming reimbursement services provided, including all expenses. Designated percentages, as specified in Exhibit B, shall be a twelve percent (12%) fee applicable for year one (1), thirteen percent (13%) fee applicable for year two (2), fourteen percent (14%) fee applicable for year three

(3), and a fifteen percent (15%) fee applicable for years four (4) and five (5). The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

**3.2 No price adjustments will be made during the Term. Set pricing for COUNTY under this Agreement, as set forth in Exhibit B, will remain effective throughout the Term.** The net dollar amount of profit will remain firm during the period of the Agreement.

**3.3** CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

County of Riverside Probation Department

P. O. Box 833

Riverside, CA 92502

Email: [acctspayable@rivco.or](mailto:acctspayable@rivco.or)

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (PRARC-96258-002-06/25); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

**3.4** The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.



#### **4. Alteration or Changes to the Agreement**

**4.1** The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

**4.2** Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

#### **5. Termination**

**5.1.** COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

**5.2** COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

**5.3** After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

**5.4** After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

**5.5** CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by

CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

**5.6** If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

**5.7** The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

**6. Ownership/Use of Contract Materials and Products**

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

**7. Conduct of Contractor**

**7.1** The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

**7.2** The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from

individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

## **8. Inspection of Service; Quality Control/Assurance**

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

## **9. Independent Contractor/Employment Eligibility**

9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that

an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

**9.2** CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

**9.3** Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

**9.4** CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

**9.5** CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person,

CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

**10. Subcontract for Work or Services**

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

**11. Disputes**

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third-party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

**12. Licensing and Permits**

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the

County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

**13. Use By Other Political Entities**

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

**14. Non-Discrimination**

CONTRACTOR shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

**15. Records and Documents**

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

**16. Confidentiality**

**16.1** The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

**16.2** The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third-party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

**16.3** The CONTRACTOR is subject to and shall operate in compliance with all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the related laws and regulations promulgated subsequent thereto. Please refer to Attachment 1 of this agreement.

**17. Administration/Contract Liaison**

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

**18. Notices**

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

**COUNTY OF RIVERSIDE**

Probation Department  
3960 Orange Street, Suite 600  
Riverside, CA 92501

**CONTRACTOR**

Justice Benefits, Inc.  
1711 E. Beltline Rd.  
Coppell, TX 75019

**19. Force Majeure**

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

**20. EDD Reporting Requirements**

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at [www.edd.ca.gov](http://www.edd.ca.gov).

**21. Hold Harmless/Indemnification**

**21.1** CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

**21.2** With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR's indemnification to Indemnitees as set forth herein.



21.3 CONTRACTOR's obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

21.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR's obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

## 22. **Insurance**

22.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

### **A. Workers' Compensation:**

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

### **B. Commercial General Liability:**

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

### **C. Vehicle Liability:**

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a

general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

**D. General Insurance Provisions - All lines:**

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

**23. General**

**23.1** CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

**23.2** Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

**23.3** In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

**23.4** CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

**23.5** CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

**23.6** Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

**23.7** The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

**23.8** CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

**23.9** CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

**23.10** CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

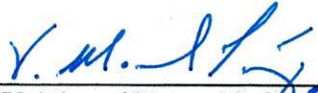
**23.11** This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

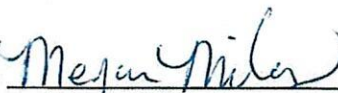
**23.12** This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

**COUNTY OF RIVERSIDE**, a political subdivision of the State of California

**JUSTICE BENEFITS, INC.**, a Texas corporation


By:   
V. Manuel Perez, Chairman  
Board of Supervisors

By:   
Megan Milas  
Senior Vice President – Business Development

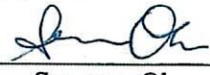
Dated: NOV 03 2020

Dated: 10.14.2020

ATTEST:  
Kecia R. Harper  
Clerk of the Board

By:   
Deputy

APPROVED AS TO FORM:  
Gregory P. Priamos  
County Counsel

By:   
Susanna Oh,  
Deputy County Counsel

**EXHIBIT A**  
**SCOPE OF SERVICE**

Definitions:

Random Moment Study- Random Moment Sampling (RMS) is a technique for scientifically determining the amount of effort spent by a group of employees on various activities. A Random Moment Sampling study consists of a number of individual observations of employee activities taken at random intervals. Based on these observations, the total effort of a group of employees can be determined with a 95% confidence level and 2% margin of error and will approximate the same results as would be obtained by observing employees continuously.

Sample Universe – From a statistical point of view, the term 'Universe' refers to the total of the items or units in any field of inquiry. In terms of RMS, the sample universe is the total number of time study participants in a given study. The sampling occurs with replacement, so as the participant and moment is selected, each is returned to the potential sampling universe. Each participant has the same chance as any other participant to be selected for each observation.

Codes/Coding – All probation activities are reported using the Program Codes (PC). The PC descriptions will detail the allowable activities to be claimed under each PC. The use of specific PCs ensures the costs are claimed to the appropriate federal/state code and avoid any duplicate claiming.

CDSS – California Department of Social Services; administers the Title IV-E program for the state of California.

Time Study Coordinator – The time study coordinator is CONTRACTOR staff.

Time Study Observer – Observers are COUNTY staff, typically supervisors.

Child Welfare Policy Manual 8.1D – This is federal policy, which is incorporated into the State's candidacy requirements as outlined by the ACL-14-36.

ACL-14-36 is an All County Letter No. 14-36 sent by the State of California Department of Social Services outlining Title IV-E Foster Care Candidacy policy and procedures.

1. Title IV-E of the Social Security Act provides and open-ended entitlement reimbursing for portions of certain costs associated with foster care and adoptive placements. Justice Benefits, Inc. (CONTRACTOR) shall provide services to the COUNTY specializing in Title IV-E claiming. CONTRACTOR shall assist in accurately compiling the Title IV-E Administrative Claims per quarters under this Agreement.

1.1. CONTRACTOR shall:

- Implement a detailed auditing procedure;
  - Implement a valid web based random moment time keeping system (RMS);
  - Provide the staff for on-site training to COUNTY staff on how to accurately complete the IV-E time study;
  - Provide the staff and proprietary software to compute the claims and submit them to the COUNTY for approval;
  - Monitor to ensure the COUNTY receives the appropriate Federal reimbursements;
  - Provide periodic updates on what has been successfully claimed for each opportunity reimbursement and,
  - Work closely with California Department of Social Services (CDSS) and COUNTY personnel to update claiming policies when needed.
2. Title IV-E Audit: CONTRACTOR staff utilizing a detailed auditing procedure shall use tools to ensure proper claiming and record retention on-site with the COUNTY. Detailed reviews shall be performed at and for each piece of the Title IV-E analysis.
3. Title Study RMS: CONTRACTOR shall utilize a web-based time study approved by CDSS at the COUNTY's request to be implemented for tracking and recording of eligibility information. The time study shall be continuous, and results are to be compiled quarterly. The sample universe shall be updated monthly due to turnover and unexpected staff changes. Updating the sample universe monthly shall allow all potential reimbursable staff access to the time study. CONTRACTOR shall insure the COUNTY time study participants are included based on daily activities, not solely based on job description.
- 3.1. CONTRACTOR shall be responsible for the operation of the RMS system. This responsibility includes, but is not limited to, the following:
- Revise the existing COUNTY time codes to add probation specific examples;
  - Each month, modify the participant list to ensure only the correct staff members are included in the time study;
  - Train the COUNTY staff on how to accurately complete the IV-E time study;
  - Monitor to ensure the COUNTY accurately completes the web-based RMS on a daily basis;
  - Provide periodic updates on the areas of needed improvement as it relates to the time study codes;
  - Compute the quarterly time study results and submit them to the COUNTY for approval;
  - 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;
  - Provide a detailed training manual to all eligible COUNTY staff that participate in the quarterly time study and one for COUNTY files/records;
  - Provide a focal point where all RMS problems/questions can be submitted and resolved;
  - Provide RMS Training with option of on-site and web-based on the Web Based RMS system that is utilized for documenting time and activities related to Title IV-E Claiming;
  - Provide Code Training with option on-site and web-based training on all Title IV-E Time Codes. This training shall provide a complete understanding of all the Title IV-E codes for the State of California. CONTRACTOR's trainers shall educate all participants so that they have a clear understanding on how to code daily activities;
  - Provide a team of time study analysts whose primary focus shall be to review all time study moments received and confirm that they are coded correctly with the correct information within the allotted time frame and;
  - Time Study Analysts shall monitor the COUNTY's RMS activity on a daily basis. Each RMS Observation Moment that is answered by the COUNTY is reviewed by CONTRACTOR's Time Study Analyst to ensure accuracy and validity.
4. Random Moment Set Up – Monthly: CONTRACTOR shall work with the COUNTY to determine what Juvenile Probation workers will participate in the RMS web-based time study. Once it is determined who is going to participate in the time study the CONTRACTOR shall need to collect the following data from the COUNTY:
- County holidays
  - Employee's email address
  - Employee's work schedule
  - Employee's phone number and location
  - Employee's supervisor
  - Supervisor email address and phone number
5. Time Study Coordinator: CONTRACTOR shall act as the COUNTY's time study coordinator. On a monthly basis the CONTRACTOR shall be responsible for running the time study and the quality assurance process. As the time study coordinator, CONTRACTOR shall be 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.



6. Position List: the positions identified as meeting the RMS sample population definition are maintained by the CONTRACTOR. The position list is reviewed and updated before each month based on information provided by the COUNTY. Positions that are vacant when the list is updated are not included.
7. Work Hours: The RMS samples each participant's individual work schedule they enter into their profile. A participant shall not receive any RMS moments outside of their designated work schedule. In addition, participants shall not receive RMS moments during their designated lunch schedule they provided in their profile. Participants shall not receive moments on county holidays.
8. Study Notification: Once the CONTRACTOR time study coordinator verifies the sampling, the system will send the observation moment notification at the time of the actual observation moment. The participant will then fill out their moment according to the activity they were performing at that specific time and electronically submit the observation moment back to CONTRACTOR for immediate quality assurance.
  - 8.1. 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 CONTRACTOR 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 training on the time study process, as well as, the importance of participants answering all RMS moments in a timely manner.
9. 10% Quality Assurance Process: Every night if the observer has any quality assurance moments from the day, the RMS automated system will generate an email to the observer with notification that quality assurance moments need to be completed. The email will also include 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.
10. RMS Reporting Features: The RMS system has the capacity of running various reports based off the RMS results. CONTRACTOR shall provide the COUNTY with several reporting features. CONTRACTOR shall utilize the reports to determine if any one individual needs additional training, or if certain codes are getting used more than others are.
  - 10.1. Reports shall 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 will have the ability to 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.

11. Quality Assurance Procedures: The CONTRACTOR's quality assurance process consists of two steps. CONTRACTOR'S Q1 staff shall 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 and 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 CONTRACTOR 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 staff decides the data is captured accurately, Q2 staff shall then review the data for a second quality assurance process.
12. Time Study Training: After all the RMS information is entered into the database, CONTRACTOR shall train and educate COUNTY staff on what is required to participate in Title IV-E Administrative Claiming and CONTRACTOR's RMS. Prior to the initial onset of the time study, all eligible participants shall receive onsite training regarding the time study process and codes. The CONTRACTOR'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.
- 12.2. CONTRACTOR shall provide each participant with a training manual that includes the time study codes and process for navigating the RMS website. In addition to the CONTRACTOR providing training manuals, CONTRACTOR also has a link on the RMS website where the participant can pull up the time codes electronically. Allowing for easy access to the time codes should books not be available.
13. Candidates for Foster Care/Case Plan Training: To claim preventative case management services the requirement is a juvenile/youth must be considered a candidate for foster care. CONTRACTOR shall utilize the candidate for foster care guidelines per the Child Welfare Policy Manual 8.1D and ACL 14-36. The COUNTY shall 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.

- 13.1. CONTRACTOR shall ensure that the COUNTY uses the most accurate case plan in order to fully document candidacy.
- 13.2. CONTRACTOR shall review such documentation before any claim revisions have been filed
- 13.3. CONTRACTOR shall provide the COUNTY with the "Candidates for Foster Care" training. Shall train all appropriate COUNTY staff on completing a case plan and documenting candidacy as it relates to Title IV-E. The detailed training shall cover how to determine which youth are considered a candidate for foster care, the method of documenting candidacy and the frequency the federal government requires documentation.
- 13.4. CONTRACTOR shall provide all participants with a training manual that includes how to document candidates for foster care, the appropriate tools necessary for verification of candidacy, and various samples of completed case plans.
- 13.5. CONTRACTOR shall assist with an assessment and case planning process that will be conducted to determine who is a candidate and who is not. The purpose of the assessment is to provide documentation of risk level and what areas the juvenile struggles with most in order to help the COUNTY develop the most beneficial case plan for the youth and family. Once the assessment and case plan are completed, case management activities related to the implementation of the case plan shall begin.

14. General Training and Webinars: The CONTRACTOR shall provide/perform the following:

- Immediately develop a training plan for the COUNTY;
  - Trainings will be documented;
  - Training material shall be provided for each COUNTY participant;
  - Trainings shall include an agenda, handout and sign-in sheet that is kept on-hand in the event of an audit and provide the COUNTY with a copy;
  - Ability to answer Title IV-E questions regarding coding time, completing case plans, deadlines, and all other guidelines upon request by the COUNTY.
- 14.1. Upon request and as needed by the COUNTY, CONTRACTOR shall perform on-site and web-based trainings with the COUNTY's staff to ensure a thorough understanding of Title IV-E. CONTRACTOR shall provide training with no additional charge for travel or the actual training time. CONTRACTOR shall be available for refresher training or training new County staff. Upon request and approval by the COUNTY additional routine training shall be provided. A toll-free number shall be available for support.
  - 14.2. Webinars shall be provided as a supplemental method to onsite training. CONTRACTOR shall provide this service at no additional cost to the COUNTY. Webinars shall be utilized to provide updates regarding policies and procedures with IV-E claiming.

15. Family First Prevention Services Act (FFPSA): The FFPSA was passed and signed into law (P.L. 115-123) as part of a Bipartisan Budget Act on February 9, 2018. Many of the provisions of the law went into effect on October 1, 2019, but States may elect to delay implementation until October 1, 2021. The CDSS shall delay implementation until October 1, 2021. CONTRACTOR shall provide the following with regards to the FFPSA status:

- Web-based and/or classroom training on updated FFPSA-compliant RMS system.
- Advise on all aspects of FFPSA; special emphasis shall be placed on preventive services.
- Update the COUNTY as services are vetted through the Title IV-E Prevention Services Clearinghouse.
- Provide COUNTY with resources to promote its use of evidence-based programs/services for inclusion in the State's Prevention Services Plan.

16. IV-E Administrative Claim Compilation: Every quarter, CONTRACTOR shall compile a Title IV-E Administrative claim for reimbursement on behalf of the COUNTY. The Title IV-E administrative claim is a compilation of data from several sources. Payroll, expenditures, and capital asset information provided by the COUNTY. CONTRACTOR shall specialize in capturing all direct and indirect cost allocable to the IV-E program for Federal Match. CONTRACTOR shall customize each claim to the COUNTY's organizational structure and accounting system.

16.1. Prior to CONTRACTOR preparing the COUNTY's Title IV-E Administrative Claim, CONTRACTOR's Financial Operations team shall provide an initial meeting with the COUNTY. Due to COVID restrictions this will be a teleconference meeting. The purpose of the meeting shall be to explain financial materials that will be required each quarter for claim compilation. CONTRACTOR shall work with the COUNTY's designated financial staff to ensure that the best claiming practices are being utilized. The CONTRACTOR shall assist the COUNTY with all claiming procedures from start to finish and shall provide the following:

- Analyze all expenditures for maximized reimbursement.
- Review all payroll date 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 reimbursement.
- Compile a complete claim for the COUNTY to approve.
- Make certain all deadlines are met.

16.2. Once the administrative claiming quarter closes, CONTRACTOR shall request all the information to compile the COUNTY's Title IV-E claim. CONTRACTOR shall mail or email request letters to the designated COUNTY fiscal contacts with specific due dates and descriptions of the types of data being requested.

- 16.3. Upon receipt of data, CONTRACTOR shall submit the Title IV-E Administrative Claims to the COUNTY for approval. In the event that the COUNTY disapproves of the claim CONTRACTOR shall then revise the claim and resubmit to the COUNTY for approval once again. CONTRACTOR 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.
- 16.4. CONTRACTOR shall provide the following additional financial support:
- Prepare a step-down approach to allocate costs. This will ensure all IV-E costs are maximized;
  - Update the Indirect Cost Rate methodology to only encompass county central service departments and not department administrations;
  - Implement an audit procedure and quality assurance process to ensure all costs are being claimed accurately and
  - Review financial impacts related to the time study and how staff are positively or negatively impacting the claim and notify the COUNTY.
17. Quality Assurance: CONTRACTOR shall perform quarterly audits to ensure that proper procedures are being utilized. Shall put in place auditing and quality assurance processes to ensure the COUNTY claims accurately. CONTRACTOR shall provide the COUNTY with the following types of audits:
- Candidates for Foster Care
  - Random Moment audit
  - Probation File audit
  - Placement File audit
18. Candidates for Foster Care: All candidate moments shall be selected from the RMS to verify the accuracy of the comment provided in the time study, ensure the case plan clearly documents the minor is a candidate for foster care, the case plan has not exceeded six months and also review the minor's entire case file for all required documents and case notes.
- 18.1. CONTRACTOR shall review cases claimed as candidates for foster care to ensure that the proper documentation is provided, and the case file and case notes support this documentation. CONTRACTOR shall perform audits to ensure that proper procedures are being utilized. CONTRACTOR shall review the following:
- Proper determination of reasonable candidates;
  - Proper documentation of reasonable candidates;
  - Accuracy of RMS coding and
  - Review of case file documentation to support random moment activity.

19. Random Moment Audit: The time study monitoring tool shall be used to audit the actual time being spend on Title IV-E eligible activities. This process ensures that claims being submitted for payment contain accurate information and back-up documentation. CONTRACTOR shall continually review the methodology to determine if it meets current regulations.
20. Placement File Audit: This tool is specific to minors who are in the foster care placement. CONTRACTOR verifies that the case plan is filled out correctly, what services are being provided and that all required documentation is in the case file. Shall ensure the case plan is updated every six months.
21. Audit Conclusion and Support: At the conclusion of any CONTRACTOR audit, CONTRACTOR shall provide the COUNTY a written report of any inaccuracies. The purpose to prevent the same errors from continuing in future claiming. The COUNTY shall review the finding and recommendations provided.
- 21.1. CONTRACTOR shall provide the following audit support:
- Provide the COUNTY with additional trainings and support on any audit findings.
  - Provide on-site visit to assist the COUNTY through any State or Federal Audit that may occur.
  - 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.
22. COUNTY Responsibility/Participation: The COUNTY shall assist CONTRACTOR in the quarterly IV-E claiming through the following:
- Financial Support
  - Probation Support
  - Training Support
  - Web Based Random Moment Time Study (County Option)
23. Financial Support: CONTRACTOR shall provide the COUNTY with financial support and assistance and will assist the COUNTY with all claiming procedures from start to finish. The COUNTY shall provide CONTRACTOR with the claim submission deadline set by the local CDSS. The requested financial information shall be provided to CONTRACTOR in a timely manner so that CONTRACTOR can adhere to the deadline set forth by the local CDSS.
- 23.1. COUNTY responsibility to provide CONTRACTOR information as follows:
- Initial reports and documentation in order for CONTRACTOR to determine the most efficient and accurate route to pursue for the COUNTY's Title IV-E Administrative claims.
  - Expenditure reports for analysis.

- Payroll data.
- Any additional financial reports/information needed to complete claim in order to ensure all reimbursement opportunities are included.
- County specific financial information needed to complete claim, i.e. Cost Allocation Plan with Eligibility Rate.
- Further information if requested by CONTRACTOR on any missing information or needed documentation to ensure maximum reimbursement.
- Review the claim completed by CONTRACTOR.
- Submit the Title IV-E claim to their local CDSS for processing and payment.

24. Probation Support: The COUNTY shall determine and document Title IV-E Candidates for Foster Care in a manner consistent with federal and state guidelines.

25. Training Support: CONTRACTOR 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.

- COUNTY shall participate in trainings provided by CONTRACTOR.
- COUNTY shall participate in periodic "refresher" trainings provided by CONTRACTOR either on-site or via webinar.

26. Web Based Random Moment Time Study (COUNTY Options): CONTRACTOR shall implement a Web Based random moment time keeping system. This RMS system shall take the place of the current time study method being utilized by the COUNTY.

- COUNTY shall ensure that selected staff can access the RMS website via a computer or smartphone.
- COUNTY shall provide CONTRACTOR with initial County information for the set-up of the Web Based RMS System.
- County Probation Officers shall answer "Observation Moments" as they are received via email to document what they were doing at the time of the random moment.
- County Probation Officers shall have 72-hours, excluding weekends and holidays to answer their "Observation Moments."
- Per DCA, Supervisor/Observers of Probation Staff shall be required to check 10% of the total amount of "Observation Moments" for quality assurance.
- COUNTY shall continue to utilize Title IV-E codes set by the state of California for the Web Based time keeping system.

**EXHIBIT B**

**PAYMENT PROVISIONS**

1. **FEE STRUCTURE:** the CONTRACTOR shall be paid a fee per this agreement for all revenue amounts collected on behalf of the COUNTY from Title IV-E Administrative claims program.

- a) CONTRACTOR shall provide support and services to assist the COUNTY in receiving federal reimbursement through Title IV-E claiming.
- b) CONTRACTOR shall perform services on a purely “performance fee” basis. The COUNTY will pay nothing until and unless it receives funding from Title IV-E claiming.

1.1 The fee paid to CONTRACTOR for Title IV-E program services is determined utilizing a percentage rate. The table under 1.2 provides rate for each year of five (5) year agreement.

1.2 Table Title IV-E Fee Percentage Rate per Year of Agreement

Description of Service	Year-1 FY20/21	Year-2 FY21/22	Year-3 FY22/23	Year-4 FY23/24	Year-5 FY24/25
Title IV-E	<u>12%</u>	<u>13%</u>	<u>14%</u>	<u>15%</u>	<u>15%</u>

2. **RECONCILIATION FEE PROCESSING:**

2.1. Title IV-E Administrative Claiming

- a) CONTRACTOR shall be paid its fees per this agreement on all amounts generated from this program.
- b) CONTRACTOR shall invoice the COUNTY for Title IV-E related services once reimbursement payments to the COUNTY have been confirmed.
- c) CONTRACTOR shall be paid the agreed fee structure on these reimbursements obtain through the Random Moment System.
- d) The percentage performance fee listed on Table 1.2 above shall not change due to an increase or decrease in time study participants, additional supplemental training, additional financial support, or changes/updates made to the CONTRACTOR’s RMS.
- e) In the unlikely event any funds recovered through this program by the County is subsequently disallowed, the related fees paid to CONTRACTOR will be credited against future payments or promptly repaid to COUNTY. The fee liability is limited to the amount paid or owed to CONTRACTOR.



**EXHIBIT C**  
**ESTIMATED TITLE IV-E ANNUAL REIMBURSEMENT**  
**CLAIM AMOUNTS AND FEES**

1. Estimated Annual Reimbursement Claim Amounts and Fees: based on one hundred (100) County Employee participating and providing data to time study for Title IV-E

1.1. Fiscal Year 2020/2021

<b>12% Rate</b>	<b>Estimated Annual Amount Reimbursed/Claimed</b>	<b>Estimated Fee Paid</b>
Title IV-E	\$1,601,411	\$192,169
<b>Annual Total</b>	<b>\$1,601,411</b>	<b>\$192,169</b>

1.2. Fiscal Year 2021/2022

<b>13% Rate</b>	<b>Estimated Annual Amount Reimbursed/Claimed</b>	<b>Estimated Fee Paid</b>
Title IV-E	\$1,601,411	\$208,183
<b>Annual Total</b>	<b>\$1,601,411</b>	<b>\$208,183</b>

1.3. Fiscal Year 2022/2023

<b>14% Rate</b>	<b>Estimated Annual Amount Reimbursed/Claimed</b>	<b>Estimated Fee Paid</b>
Title IV-E	\$1,601,411	\$244,198
<b>Annual Total</b>	<b>\$1,601,411</b>	<b>\$224,198</b>

1.4. Fiscal Year 2023/2024

<b>15% Rate</b>	<b>Estimated Annual Amount Reimbursed/Claimed</b>	<b>Estimated Fee Paid</b>
Title IV-E	\$1,601,411	\$240,212
<b>Annual Total</b>	<b>\$1,601,411</b>	<b>\$240,212</b>

1.5. Fiscal Year 2024/2025

<b>15% Rate</b>	<b>Estimated Annual Amount Reimbursed/Claimed</b>	<b>Estimated Fee Paid</b>
Title IV-E	\$1,601,411	\$240,212
<b>Annual Total</b>	<b>\$1,601,411</b>	<b>\$240,212</b>

## Attachment I

### HIPAA Business Associate Agreement Addendum to Contract

Between the County of Riverside and Justice Benefits, Inc. (JBI)

This HIPAA Business Associate Agreement (the "Addendum") supplements, and is made part of the Underlying Agreement between the County of Riverside ("County") and Justice Benefits, Inc. ("Contractor") and shall be effective as of the date the Underlying Agreement is approved by both Parties (the "Effective Date").

#### RECITALS

WHEREAS, County and Contractor entered into the Underlying Agreement pursuant to which the Contractor provides services to County, and in conjunction with the provision of such services certain protected health information ("PHI") and/or certain electronic protected health information ("ePHI") may be created by or made available to Contractor for the purposes of carrying out its obligations under the Underlying Agreement; and,

WHEREAS, the provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Public Law 104-191 enacted August 21, 1996, and the Health Information Technology for Economic and Clinical Health Act ("HITECH") of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 enacted February 17, 2009, and the laws and regulations promulgated subsequent thereto, as may be amended from time to time, are applicable to the protection of any use or disclosure of PHI and/or ePHI pursuant to the Underlying Agreement; and,

WHEREAS, County is a covered entity, as defined in the Privacy Rule; and,

WHEREAS, to the extent County discloses PHI and/or ePHI to Contractor or Contractor creates, receives, maintains, transmits, or has access to PHI and/or ePHI of County, Contractor is a business associate, as defined in the Privacy Rule; and,

WHEREAS, pursuant to 42 USC §17931 and §17934, certain provisions of the Security Rule and Privacy Rule apply to a business associate of a covered entity in the same manner that they apply to the covered entity, the additional security and privacy requirements of HITECH are applicable to business associates and must be incorporated into the business associate agreement, and a business associate is liable for civil and criminal penalties for failure to comply with these security and/or privacy provisions; and,

WHEREAS, the parties mutually agree that any use or disclosure of PHI and/or ePHI must be in compliance with the Privacy Rule, Security Rule, HIPAA, HITECH and any other applicable law; and,

WHEREAS, the parties intend to enter into this Addendum to address the requirements and obligations set forth in the Privacy Rule, Security Rule, HITECH and HIPAA as they apply to Contractor as a business associate of County, including the establishment of permitted and required uses and disclosures of PHI and/or ePHI created or received by Contractor during the course of performing functions, services and activities on behalf of County, and appropriate limitations and conditions on such uses and disclosures;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in HITECH, HIPAA, Security Rule and/or Privacy Rule, as may be amended from time to time.

A. "Breach" when used in connection with PHI means the acquisition, access, use or disclosure of PHI in a manner not permitted under subpart E of the Privacy Rule which compromises the security or privacy of the PHI, and shall have the meaning given such term in 45 CFR §164.402.

(1) Except as provided below in Paragraph (2) of this definition, acquisition, access, use, or disclosure of PHI in a manner not permitted by subpart E of the Privacy Rule is presumed to be a breach unless Contractor

demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following four factors:

- (a) The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;
- (b) The unauthorized person who used the PHI or to whom the disclosure was made;
- (c) Whether the PHI was actually acquired or viewed; and
- (d) The extent to which the risk to the PHI has been mitigated.

(2) Breach excludes:

(a) Any unintentional acquisition, access or use of PHI by a workforce member or person acting under the authority of a covered entity or business associate, if such acquisition, access or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under subpart E of the Privacy Rule.

(b) Any inadvertent disclosure by a person who is authorized to access PHI at a covered entity or business associate to another person authorized to access PHI at the same covered entity, business associate, or organized health care arrangement in which County participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted by subpart E of the Privacy Rule.

(c) A disclosure of PHI where a covered entity or business associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

- B. "Business associate" has the meaning given such term in 45 CFR §164.501, including but not limited to a subcontractor that creates, receives, maintains, transmits or accesses PHI on behalf of the business associate.
- C. "Data aggregation" has the meaning given such term in 45 CFR §164.501.
- D. "Designated record set" as defined in 45 CFR §164.501 means a group of records maintained by or for a covered entity that may include: the medical records and billing records about individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or, used, in whole or in part, by or for the covered entity to make decisions about individuals.
- E. "Electronic protected health information" ("ePHI") as defined in 45 CFR §160.103 means protected health information transmitted by or maintained in electronic media.
- F. "Electronic health record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff, and shall have the meaning given such term in 42 USC §17921(5).
- G. "Health care operations" has the meaning given such term in 45 CFR §164.501.
- H. "Individual" as defined in 45 CFR §160.103 means the person who is the subject of protected health information.
- I. "Person" as defined in 45 CFR §160.103 means a natural person, trust or estate, partnership, corporation, professional association or corporation, or other entity, public or private.
- J. "Privacy Rule" means the HIPAA regulations codified at 45 CFR Parts 160 and 164, Subparts A and E.
- K. "Protected health information" ("PHI") has the meaning given such term in 45 CFR §160.103, which includes ePHI.

- L. "Required by law" has the meaning given such term in 45 CFR §164.103.
- M. "Secretary" means the Secretary of the U.S. Department of Health and Human Services ("HHS").
- N. "Security incident" as defined in 45 CFR §164.304 means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- O. "Security Rule" means the HIPAA Regulations codified at 45 CFR Parts 160 and 164, Subparts A and C.
- P. "Subcontractor" as defined in 45 CFR §160.103 means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.
- Q. "Unsecured protected health information" and "unsecured PHI" as defined in 45 CFR §164.402 means PHI not rendered unusable, unreadable, or indecipherable to unauthorized persons through use of a technology or methodology specified by the Secretary in the guidance issued under 42 USC §17932(h)(2).

**2. Scope of Use and Disclosure by Contractor of County's PHI and/or ePHI.**

- A. Except as otherwise provided in this Addendum, Contractor may use, disclose, or access PHI and/or ePHI as necessary to perform any and all obligations of Contractor under the Underlying Agreement or to perform functions, activities or services for, or on behalf of, County as specified in this Addendum, if such use or disclosure does not violate HIPAA, HITECH, the Privacy Rule and/or Security Rule.
- B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Addendum or required by law, in accordance with 45 CFR §164.504(e)(2), Contractor may:
  - 1) Use PHI and/or ePHI if necessary for Contractor's proper management and administration and to carry out its legal responsibilities; and,
  - 2) Disclose PHI and/or ePHI for the purpose of Contractor's proper management and administration or to carry out its legal responsibilities, only if:
    - a) The disclosure is required by law; or,
    - b) Contractor obtains reasonable assurances, in writing, from the person to whom Contractor will disclose such PHI and/or ePHI that the person will:
      - i. Hold such PHI and/or ePHI in confidence and use or further disclose it only for the purpose for which Contractor disclosed it to the person, or as required by law; and,
      - ii. Notify County of any instances of which it becomes aware in which the confidentiality of the information has been breached; and,
  - 3) Use PHI to provide data aggregation services relating to the health care operations of County pursuant to the Underlying Agreement or as requested by County; and,
  - 4) De-identify all PHI and/or ePHI of County received by Contractor under this Addendum provided that the de-identification conforms to the requirements of the Privacy Rule and/or Security Rule and does not preclude timely payment and/or claims processing and receipt.
- C. Notwithstanding the foregoing, in any instance where applicable state and/or federal laws and/or regulations are more stringent in their requirements than the provisions of HIPAA, including, but not limited to, prohibiting disclosure of mental health and/or substance abuse records, the applicable state and/or federal laws and/or regulations shall control the disclosure of records.

3. **Prohibited Uses and Disclosures.**

- A. Contractor may neither use, disclose, nor access PHI and/or ePHI in a manner not authorized by the Underlying Agreement or this Addendum without patient authorization or de-identification of the PHI and/or ePHI and as authorized in writing from County.
- B. Contractor may neither use, disclose, nor access PHI and/or ePHI it receives from County or from another business associate of County, except as permitted or required by this Addendum, or as required by law.
- C. Contractor agrees not to make any disclosure of PHI and/or ePHI that County would be prohibited from making.
- D. Contractor shall not use or disclose PHI for any purpose prohibited by the Privacy Rule, Security Rule, HIPAA and/or HITECH, including, but not limited to 42 USC §17935 and §17936. Contractor agrees:
  - 1) Not to use or disclose PHI for fundraising , unless pursuant to the Underlying Agreement and only if permitted by and in compliance with the requirements of 45 CFR §164.514(f) or 45 CFR §164.508;
  - 2) Not to use or disclose PHI for marketing, as defined in 45 CFR §164.501, unless pursuant to the Underlying Agreement and only if permitted by and in compliance with the requirements of 45 CFR §164.508(a)(3);
  - 3) Not to disclose PHI, except as otherwise required by law, to a health plan for purposes of carrying out payment or health care operations, if the individual has requested this restriction pursuant to 42 USC §17935(a) and 45 CFR §164.522, and has paid out of pocket in full for the health care item or service to which the PHI solely relates; and,
  - 4) Not to receive, directly or indirectly, remuneration in exchange for PHI, or engage in any act that would constitute a sale of PHI, as defined in 45 CFR §164.502(a)(5)(ii), unless permitted by the Underlying Agreement and in compliance with the requirements of a valid authorization under 45 CFR §164.508(a)(4). This prohibition shall not apply to payment by County to Contractor for services provided pursuant to the Underlying Agreement.

4. **Obligations of County.**

- A. County agrees to make its best efforts to notify Contractor promptly in writing of any restrictions on the use or disclosure of PHI and/or ePHI agreed to by County that may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.
- B. County agrees to make its best efforts to promptly notify Contractor in writing of any changes in, or revocation of, permission by any individual to use or disclose PHI and/or ePHI, if such changes or revocation may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.
- C. County agrees to make its best efforts to promptly notify Contractor in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect Contractor's use or disclosure of PHI and/or ePHI.
- D. County agrees not to request Contractor to use or disclose PHI and/or ePHI in any manner that would not be permissible under HITECH, HIPAA, the Privacy Rule, and/or Security Rule.
- E. County agrees to obtain any authorizations necessary for the use or disclosure of PHI and/or ePHI, so that Contractor can perform its obligations under this Addendum and/or Underlying Agreement.

5. **Obligations of Contractor.** In connection with the use or disclosure of PHI and/or ePHI, Contractor agrees to:
- A. Use or disclose PHI only if such use or disclosure complies with each applicable requirement of 45 CFR §164.504(e). Contractor shall also comply with the additional privacy requirements that are applicable to covered entities in HITECH, as may be amended from time to time.
  - B. Not use or further disclose PHI and/or ePHI other than as permitted or required by this Addendum or as required by law. Contractor shall promptly notify County if Contractor is required by law to disclose PHI and/or ePHI.
  - C. Use appropriate safeguards and comply, where applicable, with the Security Rule with respect to ePHI, to prevent use or disclosure of PHI and/or ePHI other than as provided for by this Addendum.
  - D. Mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI and/or ePHI by Contractor in violation of this Addendum.
  - E. Report to County any use or disclosure of PHI and/or ePHI not provided for by this Addendum or otherwise in violation of HITECH, HIPAA, the Privacy Rule, and/or Security Rule of which Contractor becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410.
  - F. In accordance with 45 CFR §164.502(e)(1)(ii), require that any subcontractors that create, receive, maintain, transmit or access PHI on behalf of the Contractor agree through contract to the same restrictions and conditions that apply to Contractor with respect to such PHI and/or ePHI, including the restrictions and conditions pursuant to this Addendum.
  - G. Make available to County or the Secretary, in the time and manner designated by County or Secretary, Contractor's internal practices, books and records relating to the use, disclosure and privacy protection of PHI received from County, or created or received by Contractor on behalf of County, for purposes of determining, investigating or auditing Contractor's and/or County's compliance with the Privacy Rule.
  - H. Request, use or disclose only the minimum amount of PHI necessary to accomplish the intended purpose of the request, use or disclosure in accordance with 42 USC §17935(b) and 45 CFR §164.502(b)(1).
  - I. Comply with requirements of satisfactory assurances under 45 CFR §164.512 relating to notice or qualified protective order in response to a third party's subpoena, discovery request, or other lawful process for the disclosure of PHI, which Contractor shall promptly notify County upon Contractor's receipt of such request from a third party.
  - J. Not require an individual to provide patient authorization for use or disclosure of PHI as a condition for treatment, payment, enrollment in any health plan (including the health plan administered by County), or eligibility of benefits, unless otherwise excepted under 45 CFR §164.508(b)(4) and authorized in writing by County.
  - K. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use, disclosure, or access of PHI and/or ePHI.
  - L. Obtain and maintain knowledge of applicable laws and regulations related to HIPAA and HITECH, as may be amended from time to time.
  - M. Comply with the requirements of the Privacy Rule that apply to the County to the extent Contractor is to carry out County's obligations under the Privacy Rule.
  - N. Take reasonable steps to cure or end any pattern of activity or practice of its subcontractor of which Contractor becomes aware that constitute a material breach or violation of the subcontractor's obligations under the business associate contract with Contractor, and if such steps are unsuccessful, Contractor agrees to terminate its contract with the subcontractor if feasible.

6. **Access to PHI, Amendment and Disclosure Accounting.** Contractor agrees to:
- A. **Access to PHI, including ePHI.** Provide access to PHI, including ePHI if maintained electronically, in a designated record set to County or an individual as directed by County, within five (5) days of request from County, to satisfy the requirements of 45 CFR §164.524.
  - B. **Amendment of PHI.** Make PHI available for amendment and incorporate amendments to PHI in a designated record set County directs or agrees to at the request of an individual, within fifteen (15) days of receiving a written request from County, in accordance with 45 CFR §164.526.
  - C. **Accounting of disclosures of PHI and electronic health record.** Assist County to fulfill its obligations to provide accounting of disclosures of PHI under 45 CFR §164.528 and, where applicable, electronic health records under 42 USC §17935(c) if Contractor uses or maintains electronic health records. Contractor shall:
    - 1) Document such disclosures of PHI and/or electronic health records, and information related to such disclosures, as would be required for County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record in accordance with 45 CFR §164.528.
    - 2) Within fifteen (15) days of receiving a written request from County, provide to County or any individual as directed by County information collected in accordance with this section to permit County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record.
    - 3) Make available for County information required by this Section 6.C for six (6) years preceding the individual's request for accounting of disclosures of PHI, and for three (3) years preceding the individual's request for accounting of disclosures of electronic health record.
7. **Security of ePHI.** In the event County discloses ePHI to Contractor or Contractor needs to create, receive, maintain, transmit or have access to County ePHI, in accordance with 42 USC §17931 and 45 CFR §164.314(a)(2)(i), and §164.306, Contractor shall:
- A. Comply with the applicable requirements of the Security Rule, and implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of ePHI that Contractor creates, receives, maintains, or transmits on behalf of County in accordance with 45 CFR §164.308, §164.310, and §164.312;
  - B. Comply with each of the requirements of 45 CFR §164.316 relating to the implementation of policies, procedures and documentation requirements with respect to ePHI;
  - C. Protect against any reasonably anticipated threats or hazards to the security or integrity of ePHI;
  - D. Protect against any reasonably anticipated uses or disclosures of ePHI that are not permitted or required under the Privacy Rule;
  - E. Ensure compliance with the Security Rule by Contractor's workforce;
  - F. In accordance with 45 CFR §164.308(b)(2), require that any subcontractors that create, receive, maintain, transmit, or access ePHI on behalf of Contractor agree through contract to the same restrictions and requirements contained in this Addendum and comply with the applicable requirements of the Security Rule;
  - G. Report to County any security incident of which Contractor becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410; and,
  - H. Comply with any additional security requirements that are applicable to covered entities in Title 42 (Public Health and Welfare) of the United States Code, as may be amended from time to time, including but not limited to HITECH.

8. **Breach of Unsecured PHI.** In the case of breach of unsecured PHI, Contractor shall comply with the applicable provisions of 42 USC §17932 and 45 CFR Part 164, Subpart D, including but not limited to 45 CFR §164.410.
- A. **Discovery and notification.** Following the discovery of a breach of unsecured PHI, Contractor shall notify County in writing of such breach without unreasonable delay and in no case later than 60 calendar days after discovery of a breach, except as provided in 45 CFR §164.412.
- 1) **Breaches treated as discovered.** A breach is treated as discovered by Contractor as of the first day on which such breach is known to Contractor or, by exercising reasonable diligence, would have been known to Contractor, which includes any person, other than the person committing the breach, who is an employee, officer, or other agent of Contractor (determined in accordance with the federal common law of agency).
- 2) **Content of notification.** The written notification to County relating to breach of unsecured PHI shall include, to the extent possible, the following information if known (or can be reasonably obtained) by Contractor:
- a) The identification of each individual whose unsecured PHI has been, or is reasonably believed by Contractor to have been accessed, acquired, used or disclosed during the breach;
- b) A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known;
- c) A description of the types of unsecured PHI involved in the breach, such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved;
- d) Any steps individuals should take to protect themselves from potential harm resulting from the breach;
- e) A brief description of what Contractor is doing to investigate the breach, to mitigate harm to individuals, and to protect against any further breaches; and,
- f) Contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.
- B. **Cooperation.** With respect to any breach of unsecured PHI reported by Contractor, Contractor shall cooperate with County and shall provide County with any information requested by County to enable County to fulfill in a timely manner its own reporting and notification obligations, including but not limited to providing notice to individuals, prominent media outlets and the Secretary in accordance with 42 USC §17932 and 45 CFR §164.404, §164.406 and §164.408.
- C. **Breach log.** To the extent breach of unsecured PHI involves less than 500 individuals, Contractor shall maintain a log or other documentation of such breaches and provide such log or other documentation on an annual basis to County not later than fifteen (15) days after the end of each calendar year for submission to the Secretary.
- D. **Delay of notification authorized by law enforcement.** If Contractor delays notification of breach of unsecured PHI pursuant to a law enforcement official's statement that required notification, notice or posting would impede a criminal investigation or cause damage to national security, Contractor shall maintain documentation sufficient to demonstrate its compliance with the requirements of 45 CFR §164.412.
- E. **Payment of costs.** With respect to any breach of unsecured PHI caused solely by the Contractor's failure to comply with one or more of its obligations under this Addendum and/or the provisions of HITECH, HIPAA, the Privacy Rule or the Security Rule, Contractor agrees to pay any and all costs associated with providing all legally required notifications to individuals, media outlets, and the Secretary. This provision shall not be



construed to limit or diminish Contractor's obligations to indemnify, defend and hold harmless County under Section 9 of this Addendum.

- F. **Documentation.** Pursuant to 45 CFR §164.414(b), in the event Contractor's use or disclosure of PHI and/or ePHI violates the Privacy Rule, Contractor shall maintain documentation sufficient to demonstrate that all notifications were made by Contractor as required by 45 CFR Part 164, Subpart D, or that such use or disclosure did not constitute a breach, including Contractor's completed risk assessment and investigation documentation.
- G. **Additional State Reporting Requirements.** The parties agree that this Section 8.G applies only if and/or when County, in its capacity as a licensed clinic, health facility, home health agency, or hospice, is required to report unlawful or unauthorized access, use, or disclosure of medical information under the more stringent requirements of California Health & Safety Code §1280.15. For purposes of this Section 8.G, "unauthorized" has the meaning given such term in California Health & Safety Code §1280.15(j)(2).
- 1) Contractor agrees to assist County to fulfill its reporting obligations to affected patients and to the California Department of Public Health ("CDPH") in a timely manner under the California Health & Safety Code §1280.15.
  - 2) Contractor agrees to report to County any unlawful or unauthorized access, use, or disclosure of patient's medical information without unreasonable delay and no later than two (2) business days after Contractor detects such incident. Contractor further agrees such report shall be made in writing, and shall include substantially the same types of information listed above in Section 8.A.2 (Content of Notification) as applicable to the unlawful or unauthorized access, use, or disclosure as defined above in this section, understanding and acknowledging that the term "breach" as used in Section 8.A.2 does not apply to California Health & Safety Code §1280.15.

9. **Hold Harmless/Indemnification.**

- A. Contractor agrees to indemnify and hold harmless County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of Contractor, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Addendum, including but not limited to property damage, bodily injury, death, or any other element of any kind or nature whatsoever arising from the performance of Contractor, its officers, agents, employees, subcontractors, agents or representatives from this Addendum. Contractor shall defend, at its sole expense, all costs and fees, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, of County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents or representatives in any claim or action based upon such alleged acts or omissions.
- B. With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at their sole cost, have the right to use counsel of their choice, subject to the approval of County, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification to County as set forth herein. Contractor's obligation to defend, indemnify and hold harmless County shall be subject to County having given Contractor written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at Contractor's expense, for the defense or settlement thereof. Contractor's obligation hereunder shall be satisfied when Contractor has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.
- C. The specified insurance limits required in the Underlying Agreement of this Addendum shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless County herein from third party claims arising from issues of this Addendum.

- D. In the event there is conflict between this clause and California Civil Code §2782, this clause shall be interpreted to comply with Civil Code §2782. Such interpretation shall not relieve the Contractor from indemnifying County to the fullest extent allowed by law.
- E. In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Addendum, this indemnification shall only apply to the subject issues included within this Addendum.
10. **Term.** This Addendum shall commence upon the Effective Date and shall terminate when all PHI and/or ePHI provided by County to Contractor, or created or received by Contractor on behalf of County, is destroyed or returned to County, or, if it is infeasible to return or destroy PHI and/ePHI, protections are extended to such information, in accordance with section 11.B of this Addendum.
11. **Termination.**
- A. **Termination for Breach of Contract.** A breach of any provision of this Addendum by either party shall constitute a material breach of the Underlying Agreement and will provide grounds for terminating this Addendum and the Underlying Agreement with or without an opportunity to cure the breach, notwithstanding any provision in the Underlying Agreement to the contrary. Either party, upon written notice to the other party describing the breach, may take any of the following actions:
- 1) Terminate the Underlying Agreement and this Addendum, effective immediately, if the other party breaches a material provision of this Addendum.
  - 2) Provide the other party with an opportunity to cure the alleged material breach and in the event the other party fails to cure the breach to the satisfaction of the non-breaching party in a timely manner, the non-breaching party has the right to immediately terminate the Underlying Agreement and this Addendum.
  - 3) If termination of the Underlying Agreement is not feasible, the breaching party, upon the request of the non-breaching party, shall implement, at its own expense, a plan to cure the breach and report regularly on its compliance with such plan to the non-breaching party.
- B. **Effect of Termination.**
- 1) Upon termination of this Addendum, for any reason, Contractor shall return or, if agreed to in writing by County, destroy all PHI and/or ePHI received from County, or created or received by the Contractor on behalf of County, and, in the event of destruction, Contractor shall certify such destruction, in writing, to County. This provision shall apply to all PHI and/or ePHI which are in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of PHI and/or ePHI, except as provided below in paragraph (2) of this section.
  - 2) In the event that Contractor determines that returning or destroying the PHI and/or ePHI is not feasible, Contractor shall provide written notification to County of the conditions that make such return or destruction not feasible. Upon determination by Contractor that return or destruction of PHI and/or ePHI is not feasible, Contractor shall extend the protections of this Addendum to such PHI and/or ePHI and limit further uses and disclosures of such PHI and/or ePHI to those purposes which make the return or destruction not feasible, for so long as Contractor maintains such PHI and/or ePHI.
12. **General Provisions.**
- A. **Retention Period.** Whenever Contractor is required to document or maintain documentation pursuant to the terms of this Addendum, Contractor shall retain such documentation for 6 years from the date of its creation or as otherwise prescribed by law, whichever is later.
- B. **Amendment.** The parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for County to comply with HITECH, the Privacy Rule, Security Rule, and HIPAA generally.
- C. **Survival.** The obligations of Contractor under Sections 3, 5, 6, 7, 8, 9, 11.B and 12.A of this Addendum shall survive the termination or expiration of this Addendum.

- D. **Regulatory and Statutory References.** A reference in this Addendum to a section in HITECH, HIPAA, the Privacy Rule and/or Security Rule means the section(s) as in effect or as amended.
- E. **Conflicts.** The provisions of this Addendum shall prevail over any provisions in the Underlying Agreement that conflict or appear inconsistent with any provision in this Addendum.
- F. **Interpretation of Addendum.**
- 1) This Addendum shall be construed to be part of the Underlying Agreement as one document. The purpose is to supplement the Underlying Agreement to include the requirements of the Privacy Rule, Security Rule, HIPAA and HITECH.
  - 2) Any ambiguity between this Addendum and the Underlying Agreement shall be resolved to permit County to comply with the Privacy Rule, Security Rule, HIPAA and HITECH generally.
- G. **Notices to County.** All notifications required to be given by Contractor to County pursuant to the terms of this Addendum shall be made in writing and delivered to the County both by fax and to both of the addresses listed below by either registered or certified mail return receipt requested or guaranteed overnight mail with tracing capability, or at such other address as County may hereafter designate. All notices to County provided by Contractor pursuant to this Section shall be deemed given or made when received by County.

County HIPAA Privacy Officer: HIPAA Privacy Manager

County HIPAA Privacy Officer Address: 26520 Cactus Avenue,  
Moreno Valley, CA 92555

County HIPAA Privacy Officer Phone Number: (951) 486-6471



Use this form to submit a single or sole source requisition for review by your Buyer and/or Procurement Contract Specialist. All procurements valued **\$5,000 or more** must seek competitive bids from a minimum of three suppliers, or the expectation that three or more suppliers will respond, or be justified by a Single/Sole Source. All purchases exceeding **\$50,000** require a formal public bid. Procurement's may not be artificially segregated to lesser dollar amounts for the purpose of bypassing this requirement.

Sole/Single Source service requests that are greater than **\$50,000** require additional Board of Supervisors approval.

**Supplier Details**

**Vendor** Justice Benefits Inc  
**Fulfillment Address** Partnership - Services: (preferred)  
 1711 E Beltline Rd  
 Coppell, TX 75019 US  
**Vendor Phone** +1 972-906-3700

**Distribution**

The system will distribute purchase orders using the method(s) indicated below:

Check this box to customize order distribution information.

Contract

**Background Information**

**Please indicate if this is a single or sole source below**

Single Source

**Have you previously requested and received approval for a sole/single source request for this vendor for your department?**

No

**If selected "yes", please provide the approved SSJ# below**

SSJ#

**If selected "yes", was the request approved for a different project?**

**Purchase Details**

**1. Supply/Service being requested:**

Title IV-E Administrative Claiming and Training Services

**2. Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide:**

Justice Benefits, Inc. (JBI) is a vendor with experience assisting local government with reimbursement programs offered by the Federal Government, such as Medi-Cal Administrative Activities (MAA) and Targeted Case Management (TCM) programs currently being provided to the County of Riverside. Reference contract #PRARC-96258-001-06/23, RFP #PRARC-068, issued and approved by Board of Supervisors on Form-11 Agenda 3.28 on 06/19/2018.

JBI under this single/sole source agreement shall provide the

**Current Year Cost**

**6. Identify all costs for this requested purchase.**

You do not need to include previous fiscal year amounts. If approval is for multiple years, ongoing costs must be identified below. If annual increases apply to ongoing costs such as CPI or other contract increases, provide the estimated annual cost for each consecutive year. If the annual increase may exceed the Purchasing Agent's authority, Board approval must be obtained.

**Describe** all current fiscal year costs associated with this procurement in the box below. Insert all one time costs associated with this project in the table below.

County with Title IV-E Administrative Claiming and Training Services to the Probation Department staff. Similar services which are being provided under the contract noted above with the addition of providing training services to County staff on the Title IV-E federal program and use of the web based Random Moment Study system, and coding.

**3. Reasons why my department requires these unique features and what benefit will accrue to the county:**

With recent changes the State of California has made in the last several years more responsibility to provide services and assistance to juveniles, their families, and fostering of wards has transferred to counties and local agencies. The federal government has programs in place that provide reimbursement through claims for assisting this population of clients. The funds reimbursed can be utilized to provide continued support through staffing increase and support in the development of programs to continue services.

**4. Period of Performance** FY2020/2021

**From:**

**Period of Performance To:** 06/30/2025

**Is this an annually renewable contract or is it fixed term?**

Fixed Term

**5. Price Reasonableness:**

County Purchasing on behalf of the Probation Department issued a request for proposal (RFP) PRARC-068 to obtain competitive proposals from qualified bidders to provide services for MAA and TCM administrative program under contract PRARC-96258-001-06/23. The vendor JBI has agreed to provide the County with Title IV-E Administrative Claiming and Training services under the same percentage rate structure.

The potential gross estimated annual claim reimbursement and contracted 12% to 15% administrative services fees for all five (5) year term of the agreement is:

Total Estimated Reimbursed/Claimed = \$8,007,055

Total Estimated Fee Paid = \$1,104,974

1.1. Fiscal Year 2020/2021

12% Rate Estimated Annual Amount Reimbursed/Claimed = \$1,601,411 Estimated Fee Paid = \$192,169

1.2. Fiscal Year 2021/2022

13% Rate Estimated Annual Amount Reimbursed/Claimed = \$1,601,411 Estimated Fee Paid = \$208,183

1.3. Fiscal Year 2022/2023

14% Rate Estimated Annual Amount Reimbursed/Claimed = \$1,601,411 Estimated Fee Paid = \$224,198

1.4. Fiscal Year 2023/2024

15% Rate Estimated Annual Amount Reimbursed/Claimed = \$1,601,411 Estimated Fee Paid = \$240,212

1.1. Fiscal Year 2020/2021

12% Rate Estimated Annual Amount Reimbursed/Claimed = \$1,601,411 Estimated Fee Paid = \$192,169

**Insert all current fiscal year costs in the table below.** Label the 'description' as the item that is being purchased.

Current FY Costs

Description	Price
Title IV-E Administrative Claiming and Training Services FY2020/2021 at \$192,169	0.00

**Enter all additional FY costs in the table below .**

Only enter one fiscal year cost per line and identify the fiscal year that it pertains to. Fiscal year is from 7/1/00 to 6/30/00.. Example : FY 18/19 \$200

FY	FY2020/2021	\$192,169
FY	FY2021/2022	\$208,183
FY	FY2022/2023	\$224,198
FY	FY2023/2024	\$240,212
FY	FY2024/2025	\$240,212

Additional FY Cost

**Describe all additional costs associated with this procurement in the box below.** Include the dollar amounts for subsequent fiscal years if it differs from above.

**Current Year Cost Total: 0.00**

1.5. Fiscal Year 2024/2025  
 15% Rate Estimated Annual Amount Reimbursed/Claimed  
 =\$1,601,411 Estimated Fee Paid =\$240,212

Projected Board of Supervisor Date (if applicable): 10/20/2020

**Commodity Code** 96258

**Supporting Documentation**

If this request is for professional services, attach the service agreement to this sole source request. The Purchasing Agent, or designee, is the signing authority for agreements unless the service is exempted by Ordinance 459, Board delegated authority or by State law.

Additional supporting documentation includes:

- Previously approved SSJ's
- other

For all other requests, attach the vendor's cost proposal

Internal Attachments

**Purchasing Approval**

	Approved by	Date Approved	Approval Conditions/Comments
<b>This section to be filled out by Purchasing Management only upon approval.</b>	Teresa Summers	10/16/2020	Provides continuity of like services as the vendor was awarded via competitive bid for similar services.

**Total** 0.00