

EXHIBIT- A

**To Agreement by and between
County of Monterey, hereinafter referred to as “County”
and
JBI LTD dba Justice Benefits Inc. JBI LP, hereinafter referred to as “CONTRACTOR”**

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

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

Continually monitor for new opportunities of funding. Whenever a new federal or state reimbursement opportunity arises, CONTRACTOR may notify the County of that opportunity. CONTRACTOR will strive to identify and optimize all federal and state reimbursement opportunities for the County; but is not obligated to make the County aware of all possible opportunities and shall have no liability for any omission to identify the same. Upon the County signing a written directive and/ or Initiative with CONTRACTOR for the claiming of federal and/or state dollars, then JBI will be entitled to compensation for that Initiative as set forth in Section 3 of this Agreement.

Assist the County by completing the following steps:

1. Consultant’s Federal reimbursement technical experts will analyze the Justice Departments financial and organization data to list individual Federal reimbursement opportunities.
2. Consultant will immediately put in place the necessary documentation and procedures required to secure the Federal reimbursements.
3. Consultant’s staff and proprietary software will compute the claims and submit them to the Sheriff for approval.
4. Consultant will monitor to ensure the County receives the appropriate new Federal reimbursements.
5. Consultant will provide the Sheriff with an initial report within 30 days of contract signing. Periodic updates will be provided on what has been successfully claimed for each opportunity/reimbursement; and

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6. Consultant will be responsible for most of the work, including identifying the opportunities, applying its federally approved claiming methodology, documenting the costs, and preparing the claims.
 - a. While Consultant will be responsible for the preparation of claims, the Federal government may require the actual application process to be done by County personnel.

State Criminal Alien Assistance Program Initiative (SCAAP) – CONTRACTOR recognizes that County is being underpaid for housing undocumented criminal aliens. CONTRACTOR will develop the cost data, secure the necessary data required to document qualified inmates and prepare the Alien Assistance Claims. CONTRACTOR will work with the County to optimize future claims by securing 100% allowable data related to inmates.

Supplemental Security Income (SSI) Initiative – CONTRACTOR recognizes that the County qualifies for awards from the Social Security Administration (SSA) on the Supplemental Security Income (SSI) incentive program. The County will submit data to CONTRACTOR for preparation and submittal of the SSI claim. CONTRACTOR will sort the inmate data to identify those inmates that may be submitted for SSI, prepare the application, format the data according to guidelines established by SSA and submit all necessary information to SSA on a monthly basis. If needed, CONTRACTOR will assist the County in putting a contract in place with SSA to file these claims.

A.2 County agrees to perform the following activities:

1. Designate a properly authorized County representative to sign each CONTRACTOR initiative of which the County approves.
2. Designate a contract monitor who shall:
 - a. Be the person/representative responsible for monitoring CONTRACTORs performance under the terms and conditions of this Agreement.
 - b. Authorize payment for services rendered based upon properly submitted invoices to the County in accordance with section 6.0 of Agreement.
3. Provide CONTRACTOR with copies of or access to documents and databases that are necessary for the successful completion of work required by this Agreement.
4. COUNTY agrees to register a Sheriff's staff as the SCAAP Financial Manager in JustGrants and COUNTY ASAP Financial Officer (FO) ensures the revenues generated from these programs are routed to the Sheriff's Office to be used for correctional purposes only per DOJ guidelines stating, "Use of SCAAP Awards The Department of Justice Reauthorization Act of 2005 (Pub. L. 109-162, Title XI) included the following requirement regarding the use of SCAAP funds: "Amounts appropriated pursuant to the authorization of

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appropriations in paragraph (5) that are distributed to a State or political subdivision of a State, including a municipality, may be used only for correctional purposes.” Beginning with FY 2007 SCAAP awards, SCAAP funds must be used for correctional purposes only. Jurisdictions receiving SCAAP awards will be asked to report the projected use of these funds at the time the award is accepted.”

B. COMPENSATION/ PAYMENT

County shall pay CONTRACTOR per below:

SCAAP – CONTRACTOR will be paid its fees per the Agreement on all amounts generated from this program/initiative. The fee is two percent (2%) of revenues up to the baseline amount of \$248,661; then 17% for any additional revenues above the baseline of \$248,661 paid to County, invoiced annually.

SSI – CONTRACTOR will be paid its fees per the Agreement on all amounts generated from this program/initiative. The fee is 17%, invoiced quarterly.

CONTRACTOR shall have the right to review the County’s claims, grant awards, and such books, records, and other documents as may be required to ensure that the payment of JBI’s fees is in accordance with this Agreement. Contractors’ liability is limited to the amount paid or owed to CONTRACTOR.

In the unlikely event any funds recovered through the program by the County is subsequently disallowed, the related fees paid to CONTRACTOR will be credited against future payments or promptly repaid to County. Contractors’ liability is limited to the amount paid or owed to CONTRACTOR.

CONTRACTOR accepts full responsibility for its own operating costs incurred in providing these services for the County. The contingency fee is comprehensive and encompasses all CONTRACTOR expenses related to the scope of work for SCAAP and SSI.

CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

B.1 CONTRACTORS BILLING PROCEDURES

Invoicing shall occur any time during the year, after a billable event. It is preferable to submit statements electronically to the County’s invoice tracking system at:

MCSOSheriff.Fiscal@co.monterey.ca.us

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If CONTRACTOR lacks the ability to use this system, hard copy invoices will be accepted via mail addressed to the following location:

Monterey County Sheriff/Coroner's Office
Attention: Fiscal Unit Accounts Payable
1414 Natividad Road
Salinas, CA 93906

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

County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.