

**AGREEMENT FOR PROFESSIONAL SERVICES**

between  
**Justice Benefits, Incorporated**  
and  
**Webb County, Texas**

This Agreement is entered into by and between Webb County, Texas (hereinafter referred to as the "County") and Justice Benefits, Incorporated, a business unit of Unificare, LTD, (hereinafter referred to as "JBI" or "Contractor"), located at 2010 Valley View Lane, Suite 300, Dallas, Texas 75234.

**WITNESSETH**

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

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

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

**ARTICLE I  
RESPONSIBILITIES OF JBI**

JBI agrees to perform the following services:

- 1.01 JBI will review the policies and procedures used by the County to identify such additional Federal and other revenue sources, if any, as may be available to the County through participation in new programs or expansion of existing FFP. These efforts may include any of the following activities: advising the County of the reimbursement opportunity, preparing or enhancing the claim, preparing or assisting with submittal packages, preparing audit files, assisting the County with submittals, assisting the County should it be audited for claims on which the Company assisted, or other related federal revenue enhancement activities.
- 1.02 JBI will continually monitor for new opportunities of funding. Whenever a new federal reimbursement opportunity arises, JBI may notify the County of that opportunity. JBI will strive to identify and optimize all federal reimbursement opportunities for the County; but is not obligated to make the County aware of all possible opportunities and shall have no liability for any omission to identify the same. Upon the County signing an Initiative with JBI for the claiming of federal dollars, then JBI will be entitled to compensation for that Initiative as set forth in Article V of this Agreement.

**ARTICLE II  
RESPONSIBILITIES OF THE COUNTY**

- 2.01 The County agrees to perform the following activities:

a. Designate a properly authorized County representative to sign each JBI Initiative of which the County approves.

b. Designate a contract monitor who shall:

i. Be the person responsible for monitoring JBI's performance under the terms and conditions of this agreement; and

ii. Authorize payment for services rendered based upon properly submitted invoices to the County in accordance with Article V of this agreement (i.e. Compensation).

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

### **ARTICLE III INITIAL TERM AND RENEWAL**

3.01 The term of this Agreement is for one (1) year, commencing with the date of this contract.

### **ARTICLE IV CONFIDENTIALITY**

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

### **ARTICLE V COMPENSATION**

5.1 The intent of this Agreement is to compensate JBI for new revenues received by the County that are a direct result of JBI's efforts. These efforts may include any or all of the following activities: advising the County of the reimbursement opportunity, preparing or enhancing the claim, preparing of submittal packages, preparing audit files, assisting the County with submittals, assisting the County should it be audited for claims on which the Company assisted, or other related federal revenue enhancement activities. The parties agree JBI will be compensated for new or enhanced revenue sources that directly result from JBI's activities at the following rate:

- ❖ Baseline is set at \$115,000 for Webb County, Texas. JBI will be paid half its percentage contingency fee (11%) up to the baseline amount, and the full percentage contingency fee (22%) per its contract with Webb County, Texas on all additional amounts generated above this baseline amount.

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

5.3 Both parties recognize that delays in payment or reimbursement to the County by the Federal government may occur. JBI will be reimbursed within twenty-one (21) 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 contract.

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

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

#### **ARTICLE VI NOTIFICATION**

Any notice, specifications, reports, or other written communications from JBI to the County shall be considered delivered when posted by certified mail to Webb County as follows:

To: Danny Valdez  
Webb County Judge  
1000 Houston St. 3<sup>rd</sup> Floor  
Laredo, Texas 78040

And Copy To: Martin Cuellar  
Webb County Sheriff  
902 Victoria St.  
Laredo, Texas 78040  
**Attn:** Joe Lopez III, Finance Director

Any notice, delivered by certified mail to JBI at the address on the first paragraph of this Agreement shall be considered delivered when posted.

#### **ARTICLE VII MISCELLANEOUS PROVISIONS**

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

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

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

7.3 **Choice of Law, Forum Selection and Alternative Dispute Resolution.** Once records are made available, the claim preparation work will be performed by the Contractor at its headquarters in Dallas

County, Texas. This Agreement shall be governed by the laws of the State of **Texas**, and any disputes shall be resolved in said state. The parties prefer informal resolution of any disputes. Prior to filing litigation, the parties shall discuss participating in alternative dispute resolution, including a pre-suit mediation or settlement conference.

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

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

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

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

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

7.9 **Indemnification.** Contractor agrees to indemnify the County, its officers, employees and agents for injury to persons or property, including contractor, its officers, employees or agents, the County, its officers, employees or agents, or other persons where such injury proximately results from an intentional act or omission of the Contractor or its employees.

7.10 **Independent Contractor.** Contractor shall be considered an independent contractor and not an employee of the County. Contractor shall be solely responsible for paying its own staff and the out-of-pocket expenses it incurs in providing services hereunder. Contractor shall also maintain general liability insurance at its own expense, in addition to workers' compensation coverages as may be required by law, and will provide proof of insurance to the County upon twenty (20) days notice.

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

7.12 **Non-Discrimination.** In performing this Agreement, contractor agrees it will not engage in discrimination in employment of persons because of the race, color, sex, national origin or ancestry, or religion of such persons.

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

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

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

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

7.17 **Waiver.** The failure on the part of any party to exercise or to delay in exercising, and no course of dealing with respect to any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of



any other right. The remedies provided herein are cumulative and not exclusive of any remedies provided by law or in equity, except as expressly set forth herein.

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

EXECUTED THIS 27 DAY OF April, 2010

AGREED:

Webb County, Texas

*Danny Valdez*  
Honorable Danny Valdez  
Webb County Judge

ACCEPTED BY:

Justice Benefits, Incorporated

By: *Kimberly King*  
Kimberly King  
Senior Vice President  
Business Development  
2010 Valley View Lane, Suite 300  
Dallas, Texas 75234

ATTESTED:

*Margie Ramirez Ibarra*  
MARGIE RAMIREZ IBARRA  
WEBB COUNTY CLERK

APPROVED AS TO FORM:

*Anna L. Cavazos Ramirez*  
ANNA L. CAVAZOS RAMIREZ  
WEBB COUNTY ATTORNEY\*

\*By law, the County Attorney's office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).

**INITIATIVE: Alien Assistance Program**

**A) Description of JBI's Contribution:**

JBI recognizes that Webb County, Texas is being underpaid for housing illegal aliens. JBI will develop the cost data, secure the necessary data required to document qualified inmates, and prepare the Alien Assistance claims. JBI will work with the Sheriff's Department to optimize future claims by securing 100% allowable data related to inmates.

**B) Baseline Calculation:**

Baseline is set at \$115,000 for Webb County, Texas. JBI will be paid half its percentage contingency fee (11%) up to the baseline amount, and the full percentage contingency fee (22%) per its contract with Webb County, Texas on all additional amounts generated above this baseline amount.

**C) Claims submitted:**

FY 2009 was the last claim submitted by JBI.

JBI is currently working on the FY 2010 SCAAP claim

**D) Total Increased Reimbursements expected:**

Unknown until cost allocation plan developed and data collected.

**E) Agreed, JBI may proceed with this Initiative:**

Webb County, Texas:	<u><i>Danny Valdez</i></u> Name	<u>4-27-10</u> Date
	<u><i>Webb County Judge</i></u> Title	
Justice Benefits, Inc.:	<u><i>Kimberly King</i></u> Kimberly King Senior Vice President Business Development	<u>4/22/10</u> Date