

MARGIE R IBARRA
COUNTY CLERK

FILED

AGREEMENT FOR PROFESSIONAL SERVICES

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WEBB COUNTY, TEXAS

between
Justice Benefits, Incorporated
and
Webb County, Texas

BY R.L. DEPUTY

This Agreement is entered into by and between Webb County, Texas (hereinafter referred to as the "County") and Justice Benefits, Inc. as the general partner of JBI, LTD, a Texas limited partnership (hereinafter, collectively referred to as "JBI" or "Contractor"), located at 1711 E. Belt Line Road, Coppell, Texas 75019. This agreement provides detailed terms set forth below for the performance of a Jail Costing Study ("the Study") by Justice Benefits, Inc. for Webb County, Texas.

1. Justice Benefits, Inc. is a private corporation acting as an independent contractor for all purposes related to the performance of services provided for in this contract. As a private, professional consulting firm, Justice Benefits, Inc. will conduct the Study to provide the County with the data necessary to claim and receive reimbursement for direct and indirect costs related to receiving, housing, providing medical care and supervision for inmates delivered to the County's jail facilities by the City of Laredo, other counties, the State of Texas and the federal government.

2. Justice Benefits, Inc. agrees to conduct the Study in conformity with the document submitted to the County as "Webb County Jail Cost Study Proposal" attached hereto. In the proposal, Justice Benefits, Inc. has set forth the procedures and functions it will perform to initiate and complete the study, including the specific availability of key personnel of Justice Benefits, Inc., the provision of a draft of the study for review by the County, and the final presentation. Justice Benefits, Inc. will perform in conformity with the proposal except as specifically altered by the terms of this contract.

3. During the term of this contract, the County agrees to make available at no cost to Justice Benefits, Inc. reasonably adequate office space in County facilities with furnishings, including a copy machine and local telephone service, necessary for Justice Benefits, Inc. personnel to perform the duties related to this contract. The County will designate County personnel who will serve as contacts for communications from Justice Benefits, Inc. and facilitation of the ends of this contract. Consistent with the efficient and secure operation of the County's jail facilities, the County will provide Justice Benefits, Inc. personnel with necessary access to the facilities and records and to conduct interviews with relevant staff members.

4. Justice Benefits, Inc. agrees to initiate the Study upon the signing of this contract by the parties. The County agrees to provide data within 3 weeks of signing this contract. Justice Benefits, Inc. agrees to deliver a Draft Report, as detailed in the proposal, within ninety (90) days of contract approval. Within 30 days of the completion of the County's review of the Draft Report, Justice Benefits, Inc. will deliver to the County a Final Report.

5. The County agrees to pay for the performance of this service, and Justice Benefits, Inc. agrees to accept the total sum of forty thousand (\$40,000) dollars. The County will bear no other financial obligation to Justice Benefits, Inc. Payment will be made according to the following terms: (1) Justice Benefits, Inc. will submit a billing statement for thirty-five thousand (\$35,000) dollars with the delivery of the Draft Report, and the County agrees to pay that amount upon receipt of the Draft Report; and (2) Justice Benefits, Inc. will submit a billing statement for the final five thousand (\$5,000) dollars with the delivery of the Final Report, and the County agrees to pay that amount. All County payments will be timely made in conformity with the law and standard County procedures.

6. Justice Benefits, Inc. certifies it carries all necessary insurance, including but not limited to, workers compensation insurance, and liability insurance, for its operations and employees to perform the duties of this contract.

7. Justice Benefits, Inc. agrees to indemnify and hold harmless the County and all of its agents, officers and employees from all claims of liability to all third parties arising out of or in connection with the acts or omissions or negligence of Justice Benefits, Inc. or any of its employees, officers or agents committed pursuant to the services provided in this contract.

8. The parties agree this contract may be amended only by written instrument signed by the authorized representatives of both parties. No oral representations may amend the terms of this contract nor relieve either party of the obligations set forth in this contract.

9. The parties agree this contract is executed and to be performed wholly in Webb County, Texas, and Webb County, Texas is the proper and sole venue for any litigation arising out of this contract.

10. The parties agree that the County's satisfaction with the services and work product delivered by Justice Benefits, Inc. is of the essence. The County will be under no obligation to make any payment under this contract except when the satisfaction of the County is expressed by the majority vote of the County Commissioners Court authorizing payment, provided however that the County may not unreasonably withhold approval of payment. In the event the Commissioners Court declines to authorize any payment due when the study is properly submitted to the Commissioners Court for consideration, this contract shall terminate, and Justice Benefits, Inc. will be under no obligation to perform any additional service, and the County shall be under no obligation to make any payment. Upon termination, the County will notify Justice Benefits, Inc. of termination of this contract, and Justice Benefits, Inc. will vacate, within a reasonable time, any premises of the County which Justice Benefits, Inc. has occupied pursuant to this contract.

11. **Miscellaneous Provisions:**

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.

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.

Prohibition against Assignment. There shall be no assignment or transfer of this Agreement without the prior written consent of both parties hereto.

Law of Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be enforced in the Webb County, Texas.

Entire Agreement. This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written Agreement. No other prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless signed by both parties and attached hereto and/or embodied herein.

Headings. The headings used herein are for convenience of reference only and shall not constitute a part hereof or affect the construction or interpretation hereof.

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.

Errors & Omissions. coverage may not be required for all services however, for the portions of the agreement that require accountants, architects, and other licensed professionals Webb County deems such coverage necessary, therefore, the following conditions will apply:

a. Professional Liability with minimum limits of \$1,000,000 or higher, depending on the type, size, and scope of services.

b. This coverage must be maintained for at least two (2) years after the project is completed. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of the contract (or earlier) must be maintained during the full term the contract.

Work Product. Once full acceptance of all of JBI's jail study report under this Agreement has been submitted as agreed to herein then that work product shall become the property of the County, without restriction on future use. Copies may be retained by JBI. By execution of this Agreement and in consideration of the fee for services to be paid under the Agreement, JBI hereby conveys, transfers and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the training materials and other agreed deliverables developed under this Agreement. JBI shall retain all records relating to this Agreement for three (3) years following termination, during which time County reserves the right to audit such records at its election.

Independent Contractor. In performing services under this Contract, the relationship between County and JBI is that of an independent contractor. JBI shall exercise independent judgment in performing duties under this Agreement and is solely responsible for setting working hours, scheduling or prioritizing the Work flow and determining how the Work is to be prepared. No term or provision of this Contract shall be construed as making JBI the agent, servant or employee of County, or making JBI or any of its employees eligible for the fringe benefits, such as retirement, insurance and worker's compensation, which County provides its employees.

Work. A complete study is the basis of this Agreement in the unlikely event that JBI does partial work, incomplete work, or fails to provide any portion of the professional services agreed to the County shall be entitled to a full refund.

Delay. Time is of the essence it will be at the sole discretion for Webb County to extend the 90 day deadline to perform said study. In no event shall the extension of time exceed 90 additional days. A delay to complete the protect must be submitted by JBI in writing to Webb County's designated employee at least two (2) working days prior to the deadline. The request shall state the cause of the delay and shall not waive any of the County's rights to terminate this Agreement. Webb County and JBI shall not be responsible or liable for any delay caused by labor trouble, strikes, lockouts, fire, explosion, theft, lightning, windstorm, earthquake, floods, storms, epidemics, pandemics, riot, civil commotion, malicious mischief, embargoes, shortages or materials or workmen, unavailability of material from usual sources, Government priorities or requests or demands of the National Defense Program, civil or military authority, war, insurrection, or Act of God, or by any cause whatsoever beyond its reasonable control. Dates for the performance or completion of work shall be extended to the extent of such delays.

Legal Compliance. The parties hereto agree to comply fully with all applicable federal, state and local statutes, ordinances, rules, and regulations in connection with the programs contemplated under this agreement. In the event that any of the parties hereto are required by law or regulation to perform any act inconsistent with this agreement, or to cease performing any act required by this agreement, this agreement shall be deemed to have been modified to conform with the requirements of such law, regulation or rule.

Authorization. The persons executing this Agreement on behalf of Webb County and Gateway Clinic, by affixing their signatures hereto, warrant that they are duly authorized to execute this agreement on behalf of the entity for which they sign.

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.

Rule of Construction. The parties hereto acknowledge that each party and its legal counsel have reviewed and revised this agreement, and the parties hereby agree that 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 or exhibits hereto.

Counterparts. This Agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same document.

Proposal. Notwithstanding any other paragraph the proposal submitted to Webb County is hereby attached and incorporated into this agreement as Exhibit A. In the event of a conflict between this agreement and the proposal it is agreed and acknowledged that Webb County has the sole discretion to accept a new or improved goods, services or software but in no event will the Webb County accept any goods, services or software that is of less quality or quantity than what the vendor proposed. In addition the price or cost shall be no more than what was quoted in the proposal.

IN WITNESS WHEREOF, Webb County, Texas and JUSTICE BENEFITS, INC. have executed this Agreement, in duplicate originals, as of the date written below.

AGREED: EXECUTED THIS ____ DAY OF _____, 2022.

Webb County, Texas

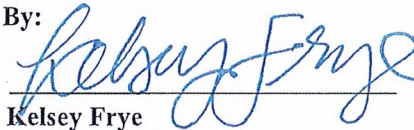
Name: _____
Webb County Judge

ACCEPTED BY:

JBI, LTD., a Texas Limited Partnership
By: Justice Benefits, Inc., a Texas Corporation
Its: Corporate General Partner
Federal Identification Number: 75-2795617

ATTEST:

Name: _____
Webb County Clerk

By: 
Kelsey Frye

Vice President
1711 E. Belt Line Road
Coppell, Texas 75019

APPROVED AS TO FORM:

Jorge L. Treviño
Assistant General Counsel, Civil Legal Division

The General Counsel, Civil Legal Division'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).

Passed and approved by the Webb County Commissioners Court On _____, 202__; item _____

Exhibit A

JUSTICE BENEFITS, INC. JAIL COST STUDY

Webb County, Texas

October 7, 2022

Background

Webb County's Jail Cost Study will determine the total cost of "housing" an inmate in the County Jail. Periodically, a detailed and thorough review of these costs may be performed so the County can maximize its reimbursements.

The County desires that this work be performed by an independent consulting firm that specializes in such studies and who is familiar with Webb County's Sheriff's Department, other inter-related County Departments, and with current federal costing guidelines. JBI is a nationally recognized company, incorporated in 1997, that has successfully worked with state and local agencies to implement and enhance Federal Reimbursement Program. JBI appreciates the opportunity to expand its partnership with Webb County, Texas.

Objectives

The primary objective of the engagement will be the development of the Jail Cost Study. This study will allow the County to claim direct and indirect costs for intaking and housing City, other county and/or state and federal inmates.

JBI understands the importance of developing a good costing methodology. Consistent with the flexibility contained in applicable Federal policy, we strategically develop the Jail Cost Study to ensure that it meets the unique needs of the County in terms of:

- revenue maximization;
- accuracy; and
- ease of maintenance.

A good Jail Cost Study is an important management tool that serves monitoring, resource allocation, and performance interests. JBI will complete a Jail Cost Study that best serves the County's needs for useful, consistent, and accurate information. JBI's careful review of documentation and information will help us be "on target" in the construction of the study.

The approach we will use in the development of our methodology has been designed to address fully each of these major considerations. The management information, provided on a wide variety of Department activities, can be crucial for future decision making.

Work Plan

The Jail Cost Study identifies the direct and indirect cost of housing inmates, in accordance with U.S. Marshal forms and the Federal guidelines contained in 2 CFR Part 200.

The work program to develop the Jail Cost Study is divided into two phases and a total of seven steps. The first phase is concerned with the development of the Jail Cost Study itself. The second phase is concerned with the presentation of the results to the Sheriff's Department management and any other interested parties. Following are descriptions of the seven (7) steps required for the completion of both phases of this engagement.



PHASE I Development of Jail Cost Study

Step 1. Initial Review of Client's Structure

A) Review organization structure - This is done to classify each operating Unit as either operating or administrative. This step is required because all administrative costs must be allocated, in order for indirect support to be identified, even if they provide no direct service to the various projects. Thus, our plan identifies costs associated with all direct or indirect working relationships.

B) Review accounting system - This crucial step is necessary for JBI staff to understand the proper treatment for items directly billed or held in clearing accounts. This step also allows the consultants to familiarize themselves with the statistics available (or required to be developed).

C) Establish contact individual - The appointment of an individual within the financial area of the client's organization is imperative for the smooth flow of any engagement. This person's involvement is limited to the scheduling of interviews with key personnel as deemed necessary by the consultants, as well as directing the JBI staff to the appropriate location of documents and data required throughout the engagement.

Step 2. Identify Program Expenditures

For each operating and administrative unit, the actual expenditures must be identified for the period being studied. Any costs directly billed or charged back must also be considered at this point within the engagement.

Step 3. Conduct analysis of functions being performed.

Within this process, each program area is analyzed and functionalized to reflect the various activities being performed within it. This step is conducted through interviews with key Program personnel as well as in-depth reviews of any jurisdictional statements or documentation.

Step 4. Process Draft Report

Utilizing the knowledge and data obtained through the prior steps we can process the Jail Costing Study in draft form. At this point, draft indirect cost rate(s) are also applied.

PHASE II. Review of Study and Presentation

Step 5. Sheriff Department's Review of Draft Jail Cost Study

This segment of the engagement involves conducting secondary interviews with Sheriff Department representatives to review the initial results of the Jail Costing Study. Comments received at this time are analyzed and changes are incorporated into the final study if required.

Step 6. Completion and Delivery of the final Jail Cost Study

At this point in the engagement, the JBI consultants assigned this project, as well as the officers designated to review the results, prepare a concise overview to be presented to the client's management. The objective of this phase is to present a succinct, straightforward overview that clearly summarizes the results of the engagement. We will deliver five (5) bound copies and one (1) clipped copy of the final Jail Costing Study.

Step 7. Management and Executive Presentation

JBI is heavily committed to the full and complete understanding and satisfaction of any client's management regarding the results of our engagement. Our professional will present the results of the Jail Costing Study to Sheriff and/or other County Senior Management, as needed.



Schedule

We are prepared to commence the engagement immediately; with the Draft Report being delivered to the County within ninety (90) days of contract approval. A Final report will be issued as soon as the County sheriff's Department Management staff have reviewed and approved the methodology and costing data.

County must submit data within 3 weeks of the commenced contract.

Benefits

Initially, the Jail Costing Study will document the full direct and indirect costs of housing inmates. Thus, allowing Webb County to negotiate full recovery of costs city, other county, state, and Federal Inmates.

A second very important benefit is that JBI has qualified staff that is familiar with Webb County's various Departments, and accounting and financial systems. We will provide the highest quality product for the County.

Utilizing JBI would provide the County with new ideas and comments on the Jail Costing Study. By engaging JBI, the County will benefit from alternative allocation approaches to maximize direct and indirect cost recoveries.

Closing Comments

Clients choose JBI because it provides:

- a high-quality service-oriented approach;
- an improvement in the Jail Costing Study format; and
- a thorough review of federal reimbursement opportunities.

JBI is looking forward to expanding its partnership with Webb County. If you have any questions, please do not hesitate to call me at (972) 406-3707.

Respectfully submitted,

Kelsey Frye
Vice President
kfrye@jbi-ltd.com
972-406-3707

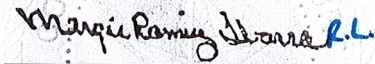


WEBB COUNTY



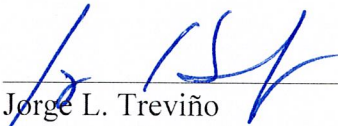
Tano E. Tijerina
Webb County Judge

ATTESTED:



Margie Ramirez-Ibarra
Webb County Clerk

APPROVED AS TO FORM:



Jorge L. Treviño
Assistant General Counsel
Civil Legal Division

The General Counsel, Civil Legal Division'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).

Passed and approved by the Webb County Commissioners Court
On _____, 202 ; item _____