

JAN 13 2020

REQUEST FOR AGENDA PLACEMENT FORM

Submission Deadline - Tuesday, 12:00 PM before Court Dates

Approved

SUBMITTED BY: Bill Moore

TODAY'S DATE: January 2, 2020

DEPARTMENT: County Attorney

SIGNATURE OF DEPARTMENT HEAD:

REQUESTED AGENDA DATE: January 13, 2020

SPECIFIC AGENDA WORDING: Consideration of Agreement for Professional Services between Justice Benefits, Incorporated and Johnson County Texas.

PERSON(S) TO PRESENT ITEM: Bill Moore

SUPPORT MATERIAL: (Must enclose supporting documentation)

TIME: 10 minutes

ACTION ITEM: x

WORKSHOP: _____

(Anticipated number of minutes needed to discuss item) **CONSENT:** _____

EXECUTIVE: _____

STAFF NOTICE:

COUNTY ATTORNEY:

IT DEPARTMENT:

AUDITOR: x

PURCHASING DEPARTMENT: x

PERSONNEL: _____

PUBLIC WORKS: _____

BUDGET COORDINATOR:

OTHER: _____

*****This Section to be Completed by County Judge's Office*****

ASSIGNED AGENDA DATE: _____

REQUEST RECEIVED BY COUNTY JUDGE'S OFFICE _____

COURT MEMBER APPROVAL _____ Date _____



JUSTICE BENEFITS, INC.

Government Consulting Firm
1711 East Beltline Rd.
Coppell, TX 75019

Toll Free: (800) 835-2164
Phone: (972) 406-3700

JBI-LTD.com

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December 20, 2019

Dear Mr. Moore:

It is our intent to enter a partnership with Johnson County, Texas to implement and provide comprehensive support services for the Title IV-E Legal Program. Title IV-E Legal is a federal reimbursement opportunity provided through Texas Department of Family Protective Services (TDFPS). This program will reimburse the department for administrative costs associated with CPS cases.

JBI has specialized in federal revenue programs for state and local political entities for 22 years. Our experience with federal funding opportunities, like Title IV-E Legal, spans across multiple states and departments. In our tenure, we have successfully achieved new program implementation for more than 250 departments.

As no two projects are the same, JBI's project plans are tailored to meet the specific needs of the individual state, agency, and program being implemented and maintained. Comprehensive support will be provided on a continuous basis; program establishment, program implementation, program training and education, program compliance, technology software systems and support, and claiming support. As federal program experts, JBI will provide lobby support for funding, if needed, identify and expand new funding opportunities, and stay on top of federal program changes and updates.

JBI is currently partnered with 6 Counties in Texas on the Title IV-E Legal Program. This program is quickly expanding as we meet with Counties across Texas to discuss the new opportunities that are now associated with this program.

To our knowledge, no other professional services firms provide comprehensive Title IV-E Legal claiming services and support at the state or national level.

We look forward to a customized partnership with Johnson County for this opportunity.

Sincerely,

Kelsey Frye
Regional Account Manager

JBI Gets Results!

AGREEMENT FOR PROFESSIONAL SERVICES

between
Justice Benefits, Incorporated
and
Johnson County, Texas

This Agreement is entered into by and between Johnson 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. Beltline Road, Coppell, Texas 75019.

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 state funding, to review prospects for expansion of existing and new state funding opportunities, 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, 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.
- 1.02 JBI will continually monitor for new opportunities of funding. Whenever a new federal or state reimbursement opportunity arises, JBI may notify the County of that opportunity. JBI 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 JBI for the claiming of federal and/or state 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 four (4) years, commencing with the date of this Agreement.

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

3.03 Either Party may terminate this Agreement for Professional Services upon thirty (30) days written notice to the other Party. County will remain obligated to compensate JBI for any services provided to County prior to the terminated date and County will make payments as set forth in Section 5.

ARTICLE IV CONFIDENTIALITY

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

ARTICLE V COMPENSATION

5.01 The intent of this Agreement is to compensate JBI for 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 and/or state revenue enhancement activities. The parties agree JBI will be compensated for revenue sources that directly result from JBI's activities described in the Initiative's program descriptions at the rates included in each initiative and written directive signed by the county.

❖ Each Initiative and Written Directive signed by the County includes rates at which JBI will be paid.

5.02 Unless otherwise agreed or directed by JBI in writing, the County shall make payment to the order of JBI, at 1711 E. Beltline Road, Coppell, Texas 75019.

5.03 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 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.

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

ARTICLE VI NOTIFICATION

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

ARTICLE VII MISCELLANEOUS PROVISIONS

7.01 **Authority.** All necessary approvals for the execution of this Agreement have been obtained and each person executing this agreement on behalf of the County is authorized to execute this Agreement as the binding act of the County. Some programs require a submission with digital signature from an authorized elected official of the County. Contractor will prepare the claim and then provide step-by-step instructions for the authorized County official to complete the online form.

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

7.03 **Choice of Law, Forum Selection and Alternative Dispute Resolution.** Once records are made available, the claim preparation work will be performed by the Contractor at its headquarters in Dallas County, Texas. This Agreement shall be governed by the laws of the State of 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.

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

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

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

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

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

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

7.12 **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 and/or state reimbursement opportunities arise from time to time.

EXECUTED THIS 13 DAY OF January, 2020

AGREED:

Johnson County, TX



Signature

Roger Harmon

Print Name

County Judge - Johnson County

Title

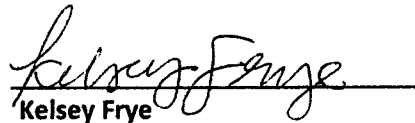
Address: 2 N. Main

Room 120

Cleburne, TX 76033

ACCEPTED BY:

JBI, LTD., a Texas Limited Partnership
By: Justice Benefits, Inc., a Texas Corporation
Its: Corporate General Partner

By: 
Kelsey Frye

Regional Account Manager
1711 E. Beltline Road
Coppell, Texas 75019

Title IV-E for Legal Representation Initiative

A) Initiative: Title IV-E Legal Representation Claiming

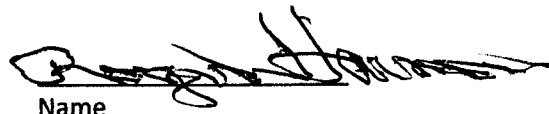
JBI will partner with Johnson County to claim Title IV-E funds for Legal Representation. Partnership support services include program planning, program start-up, program implementation, program education, claiming practices, claim compilation, claim review, and claim submission support.

B) Payment Structure:

- ❖ The County agrees to pay for performance of this service, and JBI agrees to accept Performance Fees in the sum of twenty-two percent (22%) of all state and federal revenue paid to the County for Title IV-E Legal Representation claiming. JBI will be paid its fees upon receipt of related IV-E funds by the County once a contract is signed by the County.
- ❖ Payments shall be made within thirty (30) days of invoicing.
- ❖ The County 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.

C) Agreed, JBI may proceed with this Initiative:

Johnson County, Texas:

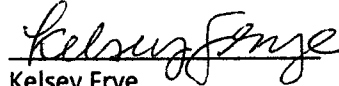


Name

1/13/2020
Date

County Judge
Title

Justice Benefits, Inc.:


Kelsey Frye
Regional Account Manager

1/2/2020
Date

JOHNSON COUNTY TITLE IV-E LEGAL

Justice Benefits, Inc



JUSTICE BENEFITS, LTD.

PROGRAM OVERVIEW

Federal Reimbursement Opportunity

Title IV-E Claiming is a well-established reimbursement program that has been implemented at the local level for many years. Changes made to program guidelines in January 2019 now allow expanded opportunities for maximized reimbursements to local agencies.

Title IV-E "Legal" Claiming is a federal funding opportunity that provides reimbursements for costs that are being incurred by the County/ District Attorney's for work being done for CPS cases.

State Agency

Texas Department of Family Protective Services TDFPS is the state agency in which claims will be submitted through.

JBI Partnership

IV-E Legal Program Implementation

JBI will ensure that all program requirements are in place for accurate and efficient program participation

IV-E Legal Program Claiming

JBI will work hand in hand with the local department to compile claims to be submitted to TDFPS.

IV-E Legal Program Support

JBI will provide ongoing support for documentation requirements, financial reporting requirements, and claiming requirements.

Program Support Payment Structure

JBI performs all support services on a performance fee structure. The local department will be invoiced by JBI for all support services once reimbursements have been paid to the local department. The invoiced amount will be based on a 22% performance fee.

JBI looks forward to a partnership with Johnson County to assist and support in recouping this reimbursement opportunity!