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APPROVED 1/17/02 item #19  
DOUGLAS CO. COMMISSIONERS

FILED  
NO. 2002.031

**AGREEMENT FOR PROFESSIONAL SERVICES**

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between  
**Justice Benefits, Inc.**  
and  
**Douglas County, Nevada**

BARBARA REED  
CLERK  
BY *[Signature]* DEPUTY

This Agreement is entered into by and between Douglas County, Nevada (hereinafter referred to as the "County") and Justice Benefits, Inc., 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**

1.01 JBI agrees to perform the following services:

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. To secure additional revenues for the County, JBI will:

- a. Meet with County officials, including those who represent programs providing services that may be eligible for FFP, and identify FFP opportunities;
- b. Prepare a written summary (the "Initiative") sufficient to briefly describe the FFP opportunity;
- c. Assist the County in its efforts to prepare and present a claim for recovery of additional Federal dollars following approval of an Initiative; and
- d. Assist the County in negotiations with Federal agencies to ensure that the County receives the additional revenues identified by JBI.

1.02 JBI will continually monitor for new opportunities of funding.

- a. Whenever a new funding opportunity arises, the County shall have sixty (60) days to act on its own. The County will send notice within that 60 days of its intent to proceed on that funding source without the assistance of JBI. Said notice, for the purposes of this Agreement is sufficient to satisfy the requirement for the County to 'act on its own.'
- b. Sixty (60) days after an opportunity becomes available and the County has not acted to claim the new dollars, JBI may (i) notify the County of that opportunity, (ii) obtain County approval of a new Initiative embracing the opportunity. JBI will then assist the County to claim revenues identified by the approved Initiative and be entitled to compensation as set forth in Article VI of this Agreement.

## **ARTICLE II RESPONSIBILITIES OF THE COUNTY**

2.01 The County agrees to perform the following activities:

- a. 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. Process payment for services rendered based upon properly submitted invoices to the County in accordance with Article VI of this agreement.
- b. 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 initial term of this Agreement is three (3) years, commencing with the date of this contract (the "Initial Term"). However, either party may cancel this Agreement without cause by giving thirty (30) day's written notice prior to the beginning of the County's fiscal year which is July 1. Upon receipt of such notice, JBI shall complete the federal reimbursement claims for the fiscal year in which the notice is given. JBI shall be compensated for these final federal claims in accordance with Article VI.

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.

## **ARTICLE IV REPORTS**

4.01 JBI shall furnish the County with at least two reports per year on the effectiveness of JBI's engagement.

## **ARTICLE V CONFIDENTIALITY**

5.01 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 VI COMPENSATION**

6.01 The intent of this Agreement is to compensate JBI only for new revenues received by the County that are a direct result of JBI's efforts. The parties agree JBI will be compensated for new or enhanced revenue sources that directly result from JBI's activities at the following rate:

- \* Twenty-two percent (22%) of all revenue paid to the County (prospectively or retroactively) as described in each of the Initiatives.

6.02 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 78234.

6.03 Notwithstanding any other provision herein, JBI will be due its fees for monies paid pursuant to each Initiative approved by the County for a minimum period of two (2) years. The start date will be from the date each new or enhanced claim is submitted for reimbursement under a County approved Initiative or program. JBI's compensation period may be extended beyond the minimum period of two (2) years, depending on the term and renewals set forth in this Agreement.

6.04 Both parties recognize that delays in payment or reimbursement to the County by the Federal 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 contract.

6.05 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 contractual damages and the full extent of JBI's liability to the County, if any, shall be limited to the amount of funds paid to, or owed to, JBI as a result of this Agreement.

6.06 JBI is not obligated to make the County aware of all possible opportunities and shall have no liability for any omission to identify the same. However, JBI will exercise due diligence in performing the terms of this Agreement.

6.07 JBI shall have the right to review the County's claims 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 VII  
NOTIFICATION**

7.01 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 VIII  
COMPLIANCE WITH APPLICABLE LAWS**

8.01 JBI shall fully and completely comply with all applicable local, state and federal laws, regulations, orders, or requirements of any sort in carrying out the obligations of this Agreement.

**ARTICLE IV  
COUNTY INSPECTION**

9.01 The books, records and documents created by JBI pursuant to this contract shall be subject to inspection, examination and audit by the County, including, but not limited to, the contracting agency, the County Manager and the District Attorney.

**ARTICLE X  
PUBLIC RECORDS LAW**

10.01 JBI expressly agrees that all documents ever submitted, filed, or deposited with the County by JBI, unless designated as confidential by a specific statute of the State of Nevada, shall be treated as public records pursuant to NRS Ch. 239 and shall be available for inspection and copying by any person, as defined in NRS § 0.039, or any governmental entity. JBI expressly and indefinitely waives all of its rights to bring, including but not limited to, by way complaint, interpleader, intervention, or any third party practice, any claims, demands, suits, actions, judgments, or executions, for damages or any other relief, in any administrative or judicial forum, against the County or any of its officers or employees, in either their official or individual capacity, for violations of or infringement of the copyright laws of the United States or of any other nation.

**ARTICLE XI  
MISCELLANEOUS PROVISIONS**

**11.01 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.

**11.02 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.

**11.03 Choice of Law, Forum Selection and Alternative Dispute Resolution.** Once records are made available, the claim preparation work will be performed by JBI at its headquarters in Dallas County, Texas. This Agreement shall be governed by the laws of the State of Nevada, and any disputes shall be resolved in said state in the Ninth Judicial District Court. 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.

**11.04 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.

**11.05 Entire Agreement.** This Agreement and its attachments (including all approved Initiatives), if any, contain the entire Agreement between JBI 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.

**11.06 Force Majeure.** JBI 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.

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

**11.08 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.

**11.09 Indemnification.** JBI agrees to indemnify and save and hold the County, its agents and employees harmless from any and all claims, causes of action or liability arising from the performance of this contract by JBI or JBI's agents or employees.

**11.10 Independent Contractor.** JBI shall be considered an independent contractor and not an employee of the County. JBI shall be solely responsible for paying its own staff and the out-of-pocket expenses it incurs in providing services hereunder. JBI shall also maintain general liability insurance in the amount of \$1,000,000 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.

**11.11 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, provided that said claim is first presented in writing and remains unpaid for sixty (60) days.

**11.12 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.

**11.13 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: JBI shall be permitted to assign its right to be paid by the County after completing its work on an Initiative.

**11.14 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.

**11.15 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.

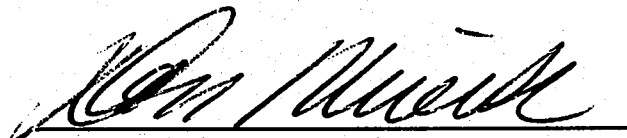
**11.16 Terminology and Definitions.** All personal pronouns used herein, whether used in the masculine, feminine or neutral, shall include all other genders; the singular shall include the plural and the plural shall include the singular.

11.17 **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 have executed this Agreement as of the date written below.

EXECUTED THIS 17<sup>th</sup> DAY OF January, 2002

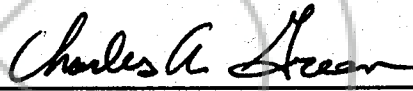
**DOUGLAS COUNTY, NEVADA**



**Don Miner, Chairman  
Douglas County Board of Commissioners**

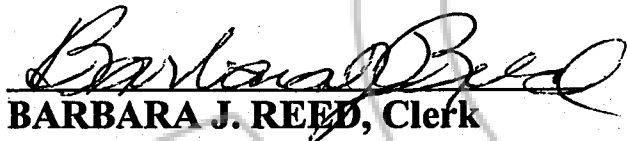
**JUSTICE BENEFITS, INC.**

**A Business Unit of Unifcare, Ltd.  
Federal Identification Number 75-2795617**



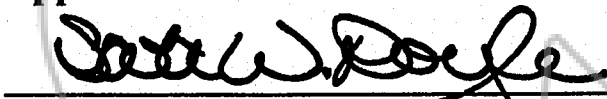
**Charles A. Green  
Vice President  
2010 Valley View Lane, Suite 300  
Dallas, Texas 75234**

**ATTEST:**



**BARBARA J. REED, Clerk  
Douglas County**

**Approved to as to Form:**



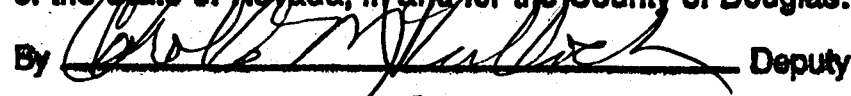
**Scott W. Doyle, District Attorney**

**CERTIFIED COPY**

The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.

X:\Client Files - GFS clients\5049\04JusticeBenefits\JBI Contract DouglasCountyNV2002.wpd

DATE: January 25, 2002  
S. Reed Clerk of the JD Judicial District Court  
of the State of Nevada, in and for the County of Douglas.

By  Deputy

**SEAL**

COPY

REQUESTED BY  
**DOUGLAS COUNTY**  
IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

2002 JAN 25 AM 11:25

LINDA SLATER  
RECORDER

\$ 0 PAID KD DEPUTY

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