

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 03/15/2021

Contract/Lease Control #: C21-3052-COR

Procurement#: SOLE SOURCE

Contract/Lease Type: AGREEMENT

Award To/Lessee: JUSTICE BENEFITS, INC. (JBI)

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 03/12/2021

Expiration Date: 03/11/2023 W/AUTO YEARLY RENEWALS

Description of: SCAPP GRANT SERVICES

Department: COR

Department Monitor: ESMOND

Monitor's Telephone #: 850-689-5685

Monitor's FAX # or E-mail: EESMOND@MYOKALOOSA.COM

Closed:

Cc: BCC RECORDS



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/28/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER <b>CLA USA Insurance Group</b> 9300 Wade Blvd, Suite 101 Frisco, TX 75035 License #: 1502298	CONTACT NAME: <b>Cathy Mendoza</b>
	PHONE (A/C, No, Ext): <b>(214)423-3120</b> FAX (A/C, No): <b>(214)423-2243</b>
	E-MAIL ADDRESS: <b>cmendoza@clausainurance.com</b>
	INSURER(S) AFFORDING COVERAGE
	INSURER A: <b>Nationwide Mutual Ins Co</b> NAIC # <b>23787</b>
	INSURER B: <b>Travelers Casualty Insurance Co. Of America</b> <b>19046</b>
	INSURER C: <b>Travelers Property &amp; Casualty Co. of America</b> <b>25674</b>
	INSURER D: <b>Philadelphia Indemnity Insurance Company</b>
	INSURER E:
	INSURER F:

INSURED  
**JBI Ltd**  
**DBA Justice Benefits, Inc**  
1711 E Belt Line Rd  
Coppell, TX 75019

COVERAGES CERTIFICATE NUMBER: 00000427-6874640 REVISION NUMBER: 21

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDD INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			ACP3067209313	06/01/2021	06/01/2022	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b> MED EXP (Any one person) \$ <b>5,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> Cyber Liability \$ <b>10,000,000</b>
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BA0N781220-21	06/01/2021	06/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Hired Non Owned \$ <b>1000000</b>
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			ACP3067209313	06/01/2021	06/01/2022	EACH OCCURRENCE \$ <b>5,000,000</b> AGGREGATE \$ <b>5,000,000</b>
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y	UB1J124863-21	06/01/2021	06/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>
D	Errors & Omissions EPLI			PHSD1596162	12/28/2020	12/28/2021	10K Retention \$ <b>10,000,000</b> Deductible \$ <b>250,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
The general liability policy includes a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract/agreement between the named insured and the certificate holder that requires such status.

CONTRACT#: C21-3052-COR  
JUSTICE BENEFITS, INC. (JBI)  
SCAPP GRANT SERVICES  
EXPIRES: 03/11/2023 W/ YEARLY AUTO RENEWALS

CERTIFICATE HOLDER	CANC
<b>Okaaloosa Board of County Commissioners</b> 5479A Old Bethel Rd Crestview, FL 32536	SHOW THE L ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  (CBM)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
**03/19/2021**

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<b>PRODUCER</b> <b>CLA USA Insurance Group</b> <b>9300 Wade Blvd, Suite 101</b> <b>Frisco, TX 75035</b> <b>License #: 1502298</b>	<b>CONTACT NAME:</b> Cathy Mendoza <b>PHONE (A/C, No, Ext):</b> (214)423-3120 <b>FAX (A/C, No):</b> (214)423-2243 <b>E-MAIL ADDRESS:</b> cmendoza@clausainurance.com													
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**COVERAGES**      **CERTIFICATE NUMBER: 00000427-6874640**      **REVISION NUMBER: 8**

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<b>A</b>	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		<b>ACP3057209313</b>	<b>06/01/2020</b>	<b>06/01/2021</b>	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b> MED EXP (Any one person) \$ <b>5,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> <b>Cyber Liability</b> \$ <b>10,000,000</b>
<b>B</b>	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		<b>BA0N781220</b>	<b>06/01/2020</b>	<b>06/01/2021</b>	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ <b>Hired Non Owned</b> \$ <b>100000</b>
<b>A</b>	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ <b>5,000</b>		<b>ACP3057209313</b>	<b>06/01/2020</b>	<b>06/01/2021</b>	EACH OCCURRENCE \$ <b>5,000,000</b> AGGREGATE \$ <b>5,000,000</b>
<b>C</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<b>Y</b>	<b>UB1J124863</b>	<b>06/01/2020</b>	<b>06/01/2021</b>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>
<b>D</b>	<b>Errors &amp; Omissions EPLI</b>		<b>PHSD1596182</b>	<b>12/28/2020</b>	<b>12/28/2021</b>	<b>10K Retention</b> <b>10,000,000</b> <b>Deductible</b> <b>250,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
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CONTRACT#: C21-3052-COR  
JUSTICE BENEFITS, INC. (JBI)  
SCAPP GRANT SERVICES  
EXPIRES: 03/11/2023 W/AUTO YEARLY RENEWALS

<b>CERTIFICATE HOLDER</b>	<b>CANCE</b>
<b>Okaloosa Board of County Commissioners</b> <b>5479A Old Bethel Rd</b> <b>Crestview, FL 32536</b>	SHOULD THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  (CBM)



### SOLE SOURCE PURCHASE JUSTIFICATION REQUEST

A sole source is when the commodity or service can be legally purchased from only one source. This is usually due to the source owning patents and/or copyrights. A requirements for a particular proprietary item does not justify a sole source purchase, if there is more than one potential supplier for that item. Use of Brand Names and Model numbers does not constitute a sole source.

Date: 02/24/2021

PR No:

Requestor: Director Eric Esmond

Phone No: (850) 689-5685

Department/Division: Corrections

Item Description: SCAAP grant services to compile required data in correct format for State Criminal Alien Assistance grant application process by deadline date.

Vendor: Justice Benefits, Inc. (JBI)

Vendor's Address: 1711 E Beltline Rd, Coppell, TX 75019

Vendor's Telephone No: 800-835-2164

Point of Contact: Mike Moore X743

Sole Source Justification: (attach additional docs if any) After researching grant services companies we find that JBI is the only company that can pull the specific data required for the SCAAP grant application.

Check One:

- The item is available only from **ONE** vendor (sole source justification is above or attached).
- Federal Awarding Agency or Pass Through Agency authorizes noncompetitive negotiations (letter of authorization is attached).

Requesting Department Director Signature (or authorized Designee) *C. Eric Esmond*

Date *2/25/21*

REVIEW BY OMB AND PURCHASING

Approved:

Denied:

OMB and Purchasing Department Comments:

This item is approved for the upcoming grant that must be submitted within the next few weeks only. Quotes will be required for any other contingency type services.

OMB Director Signature

Faye Douglas

Digitally signed by Faye Douglas Date: 2021.03.03 15:46:34 -06'00'

Date

**PROCUREMENT/CONTRACT/LEASE  
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: T30 Tracking Number: 4243-21  
Procurement/Contractor/Lessee Name: Justice Bldg Grant Funded: YES \_\_\_ NO X  
Purpose: Professional Services  
Date/Term: 2 yrs w/ 4 year renewals 1.  GREATER THAN \$100,000  
Department #: \_\_\_\_\_ 2.  GREATER THAN \$50,000  
Account #: \_\_\_\_\_ 3.  \$50,000 OR LESS  
Amount: Reveno 17% of revenue  
Department: CCR Dept. Monitor Name: Edmond

**Purchasing Review**

Procurement or Contract/Lease requirements are met:  
Dana Mason Date: 2-22-2021  
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jesica Darr, Angela Etheridge

**2CFR Compliance Review (if required)**

Approved as written: see email Grant Name: attached  
Date: 3-9-2021  
Grants Coordinator \_\_\_\_\_

**Risk Management Review**

Approved as written: see email Date: 3-9-21  
Risk Manager or designee Lisa Price

**County Attorney Review**

Approved as written: see email Date: 3-9-2021  
County Attorney Lynn Hoshihara, Kerry Parsons or Designee

**Department Funding Review**

Approved as written: \_\_\_\_\_ Date: \_\_\_\_\_

**IT Review (if applicable)**

Approved as written: \_\_\_\_\_ Date: \_\_\_\_\_

## DeRita Mason

---

**From:** Lynn Hoshihara  
**Sent:** Tuesday, March 9, 2021 9:57 AM  
**To:** DeRita Mason; 'Parsons, Kerry'  
**Subject:** Re: Justice Benefits Contract

This is approved as to legal sufficiency.

Lynn M. Hoshihara  
County Attorney  
Okaloosa County, Florida

Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

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**From:** DeRita Mason  
**Sent:** Tuesday, February 23, 2021 3:52:10 PM  
**To:** 'Parsons, Kerry'  
**Cc:** Lynn Hoshihara; Lynn Hoshihara  
**Subject:** Justice Benefits Contract

All,

Please review and approve the attached.  
I included the closed contract for help in your review.

Thank you,

DeRita Mason



DeRita Mason, CPPB  
Senior Contracts and Lease Coordinator  
Okaloosa County Purchasing Department  
5479A Old Bethel Road  
Crestview, Florida 32536  
(850) 689-5960  
[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)

## DeRita Mason

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**From:** Jane Evans  
**Sent:** Tuesday, March 9, 2021 10:08 AM  
**To:** DeRita Mason; Lisa Price  
**Subject:** RE: Justice Benefits Contract  
**Attachments:** Okaloosa JBI SCAAP 21.doc

The attached is approved for grant purposes.

Jane Evans  
Grants and RESTORE Manager  
Office of Management and Budget  
1250 North Eglin Parkway  
Suite 102  
Shalimar, FL 32579  
Phone: 850-651-7521  
Fax: 850-651-7551  
Internal Courier: CAO-S/Grants  
Email: [jevans@myokaloosa.com](mailto:jevans@myokaloosa.com)



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---

**From:** DeRita Mason  
**Sent:** Tuesday, March 9, 2021 10:00 AM  
**To:** Lisa Price <[lprice@myokaloosa.com](mailto:lprice@myokaloosa.com)>  
**Cc:** Jane Evans <[jevans@myokaloosa.com](mailto:jevans@myokaloosa.com)>  
**Subject:** FW: Justice Benefits Contract

Did you ever review this?  
If so, I can't find it. Sorry.

DeRita Mason



## DeRita Mason

---

**From:** Lisa Price  
**Sent:** Tuesday, March 9, 2021 10:56 AM  
**To:** DeRita Mason  
**Subject:** RE: Justice Benefits Contract

This is approved for insurance purposes by Risk.

Lisa Price  
Public Records & Contracts Specialist  
302 N Wilson Street, Suite 301  
Crestview, FL. 32536  
(850) 689-5979  
[lprice@myokaloosa.com](mailto:lprice@myokaloosa.com)



"Kindness is the language which the deaf can hear and the blind can see"  
Mark Twain

For all things Wellness please visit:  
<http://www.myokaloosa.com/wellness>

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---

**From:** DeRita Mason <[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)>  
**Sent:** Tuesday, March 9, 2021 10:00 AM  
**To:** Lisa Price <[lprice@myokaloosa.com](mailto:lprice@myokaloosa.com)>  
**Cc:** Jane Evans <[jevans@myokaloosa.com](mailto:jevans@myokaloosa.com)>  
**Subject:** FW: Justice Benefits Contract

Did you ever review this?  
If so, I can't find it. Sorry.

DeRita Mason





**AGREEMENT FOR PROFESSIONAL SERVICES**

between  
**Justice Benefits, Incorporated**  
and  
**Okaloosa County, FL**

This Agreement is entered into by and between Okaloosa County, FL (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, Coppel, 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 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 initial term of this Agreement is for two (2) years, commencing with the date of this Agreement (the "Initial or Renewal Term").

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  
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**

5.01 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:

- ❖ Seventeen percent (17%) of all revenue paid to the County (prospectively or retroactively) as described in each of the County signed Initiatives. JBI will be paid its fees for a minimum of four years worth of claims filed prospectively once an Initiative is signed by the County. In addition, JBI will be paid its fees on any retroactive claims filed for that same Initiative.

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 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 this Agreement.

5.04 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.

5.05 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 Florida 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 **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.

7.13 **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.

7.14 **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.

7.15 **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.

7.16 **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.

7.17 **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.

7.18 **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 12<sup>th</sup> DAY OF MARCH, 2021

**AGREED:**

Okaloosa County, FL

  
\_\_\_\_\_  
Signature


JOHN HOFSTAD  
\_\_\_\_\_  
Print Name

COUNTY ADMINISTRATOR  
\_\_\_\_\_  
Title

Address: 1250 N EGLIN PKWY  
SUITE 102  
SHALIMAR, FL 32579

**ACCEPTED BY:**

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

By:   
\_\_\_\_\_  
Jaime Pullig

**Deputy Chief Executive Officer**  
**1711 E. Beltline Road**  
**Coppell, Texas 75019**

**INITIATIVE: State Criminal Alien Assistance Program (SCAAP)**

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

JBI recognizes that Okaloosa County, FL is being underpaid for housing undocumented criminal 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) Claims submitted:**

No claim has been submitted by JBI.

**C) Total Increased Reimbursements expected:**

Unknown until data is collected.

**D) Fee Structure:**

JBI will be paid its fees per its contract with Okaloosa County, FL on all amounts generated from this program.

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

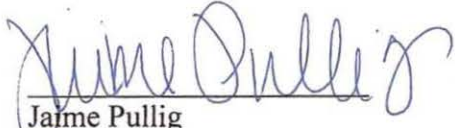
**Okaloosa County, FL:**

  
Name

  
Date

JOHN HOFSTAD, COUNTY ADMINISTRATOR  
Title

**Justice Benefits, Inc.:**

  
Jaime Pullig  
Deputy Chief Executive Officer

  
Date