

**AMENDMENT #2 TO PROFESSIONAL SERVICES AGREEMENT  
BETWEEN JUSTICE BENEFITS, INC. AND  
THE COUNTY OF MONTEREY**

**This Amendment #2** is made to the Professional Service Agreement to provide professional assistance for the State Criminal Alien Assistance Program (SCAAP) and to explore opportunities for new Federal Financial Participation (FFP), to review prospects for expansion of existing FFP, and to secure additional FFP as may be appropriate for the County, entered into by and between the County of Monterey, a political subdivision of the State of California, (hereinafter, "COUNTY"), and Justice Benefits, Inc. (hereinafter, "CONTRACTOR").

**WHEREAS**, the County and CONTRACTOR wish to amend the Agreement to extend the term for one (1) additional year; and

**WHEREAS**, the County and CONTRACTOR wish to amend the Agreement to increase the amount of the Agreement due to the term extension and due to an increase in CONTRACTOR'S rates; and

**WHEREAS**, the County and CONTRACTOR amended the AGREEMENT previously on January 10, 2012 via Amendment No. 1.

**NOW THEREFORE, the County and CONTRACTOR hereby agree to amend the Agreement in the following manner:**

1. Section 2. PAYMENT BY COUNTY shall be amended to the following; "County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Revised Exhibit-A attached hereto and subject to the conditions set forth in the Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$165,291.08."
2. Section 3. TERM OF AGREEMENT shall be amended to the following; "The term of this Agreement is from February 1, 2009 to January 31, 2013, unless sooner terminated pursuant to the terms of this Agreement."
3. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the Agreement.
4. A copy of this Amendment and all previous amendments shall be attached to the original Agreement executed on February 17, 2011.

IN WITNESS WHEREOF, the parties have executed the AMENDMENT on the day and year written below.

MONTEREY COUNTY

CONTRACTOR

\_\_\_\_\_  
Contracts/Purchasing Officer

By: Kimberly King  
Signature of Chair, President, or  
Vice-President

Dated: \_\_\_\_\_

Kimberly King Senior VP Business Development  
Printed Name and Title

*Approved as to Fiscal Provisions:*

Dated: 3/19/12

\_\_\_\_\_  
Deputy Auditor/Controller

By: C. R. [Signature]  
(Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer)\*

Dated: \_\_\_\_\_

*Approved as to Liability Provisions:*

Robin Liu, CFO  
Printed Name and Title

\_\_\_\_\_  
Risk Management

Dated: 3/19/12

Dated: \_\_\_\_\_

*Approved as to Form:*

\_\_\_\_\_  
Deputy County Counsel

Dated: \_\_\_\_\_

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

# **Revised Exhibit-A**

## **AGREEMENT FOR PROFESSIONAL SERVICES**

between

**Justice Benefits, Incorporated**

and

**Monterey County, California**

This Agreement is entered into by and between Monterey County, California (hereinafter referred to as the "County") and Justice Benefits, as the general partner of Unificare, LTD, a Texas limited partnership (hereinafter, collectively 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 initial term of this Agreement is one (1) year, commencing with the date of this Agreement (the "Initial or Renewal Term").

**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:

- ❖ One percent (1%) for revenues up to \$425,062 (FY 09 SCAAP Award); then eighteen (18%) for any additional revenue above \$425,062 paid to the County (prospectively or retroactively). JBI will be paid its fees for a minimum of one year 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 2010 Valley View Lane, Suite 300, Dallas, Texas 75234.

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 **California**, 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.
- 7.12 **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.
- 7.11 **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.
- 7.13 **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 \_\_\_\_\_ DAY OF \_\_\_\_\_, 2012

**AGREED:**

**Monterey County, California  
Partnership**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Title**

**Address:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ACCEPTED BY:**

**UNIFICARE, LTD., a Texas Limited**

**By: Justice Benefits, Inc., a Texas Corporation  
Its: Corporate General Partner**

By:   
\_\_\_\_\_  
**Kimberly King**

**Senior Vice President - Business Development  
2010 Valley View Lane, Suite 300  
Dallas, Texas 75234**

**INITIATIVE: Alien Assistance Program**

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

JBI recognizes that Monterey County, California 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 Office 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 Monterey County, California at the following rate: One percent (1%) for revenues up to \$425,062 (FY 09 SCAAP Award); then eighteen percent (18%) for any additional revenue above \$425,062 paid to the County (prospectively or retroactively).

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

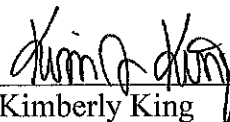
**Monterey County, CA:**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**Justice Benefits, Inc.:**

  
\_\_\_\_\_  
Kimberly King

3/19/12  
\_\_\_\_\_  
Date

Senior Vice President – Business Development