

County Request No. 471

REQUEST FOR LEGAL SERVICES

This form is used to provide legal opinions and contract approval by the District Attorney's Office. Only that advice that is related to a pending or potential claim against the County or its officers and employees is protected by the attorney-client privilege. Opinions that are privileged should not be disclosed to anyone or the privilege may be waived.

All legal opinions and approvals rendered are based only on the documentation and information stated below or attached to this form and, thus, it is important that all relevant facts and information be provided at the time of review. Please advise the District Attorney's Office of new or additional information, as it may cause the opinion to change. In all cases, the opinions of the District Attorney's Office are not binding on the County, its officers or employees and may be followed or disregarded in the discretion of the elected official.

Date of Request: 06/17/2026 Department: JJC

State the nature of the legal request: _____

Please review Agreement for Services with OCJB and Justice Benefits to explore opportunities for Federal Financial Participation, review prospects for expansion of existing FFP and to secure additional FFP. Requisition 12700035 in the amount not to exceed \$15,000 has been issued.

RECEIVED

JUN 17 2026

CIVIL DIVISION
DISTRICT ATTORNEY

[Signature]
County Officer or Department Director

Reply of District Attorney's Office: _____

JK as amended -
thanks!

Date of Reply: 6/17/2026 [Signature]

Assistant District Attorney

AGREEMENT FOR PROFESSIONAL SERVICES

between
Justice Benefits, Incorporated
and
Oklahoma County Juvenile Bureau, Oklahoma

This Agreement is entered into by and between Oklahoma County Juvenile Bureau, Oklahoma (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.

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 one (1) year, commencing with the date of this Agreement.

3.02 Upon conclusion of the Initial Term, this Agreement may be renewed for four (4) additional one (1) year terms, under the same terms and conditions as set forth herein.

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.

4.02 Confidential Information. "Confidential Information" means any non-public information provided by Contractor to County in connection with the services under this Agreement, including but not limited to time study tools, training materials, methodologies, templates, audit support documentation, proprietary financial claim formats, and any deliverables created during the engagement, whether in oral, written, digital, or other form.

4.03 Ownership. All Confidential Information, including but not limited to tools, templates, documentation, and methodologies used to generate financial claims, shall remain the sole and exclusive property of Contractor. Nothing in this Agreement shall be construed as granting County ownership of such materials.

4.04 Permitted Use. County is granted a limited, non-exclusive right to use the final financial claim documents solely for the purpose of submitting reimbursement requests to the appropriate federal or state agency. County may share the final claim only to the extent required to complete the submission process and respond to related agency inquiries or audits.

4.05 Restrictions. County shall not share, replicate, modify, distribute, or use any Confidential Information for the benefit of third parties, including consultants, vendors, or contractors, without prior written consent from Contractor. This includes any use of proprietary formats, tools, or processes developed or delivered as part of this engagement, outside of their intended purpose under Section 3.

4.06 Third-Party Use. County expressly agrees not to provide or repurpose any deliverables or materials created by Contractor to other consultants or service providers for the purpose of continuing, duplicating, or adapting Contractor's work without written authorization.

4.07 Duration. These confidentiality and use obligations shall remain in effect in perpetuity.

4.08 Remedies. The parties acknowledge that unauthorized disclosure or use of Confidential Information may cause irreparable harm. To the extent allowed by law, any party to this contract that suffers damages caused by an

unauthorized disclosure may seek injunctive relief and any other legal remedies available, including damages and attorneys' fees for damages caused by the breach.

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 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 Scope of Services at the rates included in each attached initiative and written directive signed by the county includes rates at which JBI will be paid. Contract rates are contained in Attachment 1 to this contract and annual compensation will not exceed the amount in the attached Requisition Form.

❖ 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. Belt Line 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 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 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.

5.05 In the unlikely event any funds recovered through the program by the County is subsequently disallowed, the related fees paid to JBI will be credited against future payments or promptly repaid to County. JBI's liability is limited to the amount of the performance fee paid or owed to JBI.

ARTICLE VI NOTIFICATION

6.01 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 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 Oklahoma 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. Venue for litigation regarding this contract shall be Oklahoma County, Oklahoma.

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 _____ DAY OF _____, 2026

AGREED:

Oklahoma County Juvenile Bureau, OK

Signature

Print Name

Title

Address: _____

ACCEPTED BY:

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

By: 

Makenna Parsons

Regional Vice President
1711 East Belt Line Road
Coppell, Texas 75019

Title IV-E Administrative Claiming Initiative

A) Title IV-E Administrative Claiming Scope of Work Summary

JBI recognizes that Oklahoma County Juvenile Bureau may file for Title IV-E Administrative Claims. JBI will assist Oklahoma County Juvenile Bureau in enhancing Title IV-E Administrative Claims for quarters in which JBI is under contract with Oklahoma County Juvenile Bureau. JBI will define and document reimbursable activities of staff for Title IV-E Administrative claiming. In the process, JBI will implement a time keeping system, and prepare and submit Title IV-E Administrative Claims.

- JBI will perform onsite trainings, to train and educate Oklahoma County Juvenile Bureau on what is required to participate in Title IV-E Administrative Claiming and JBI's RMS. JBI will provide additional training support through webinars and phone conversations.
- Title IV-E Administrative Claiming Training provided by JBI:
 - Case Plan and Prevention Plan Training
 - Candidacy Training
 - Traditional Candidates as defined by 472 (i) of the Social Security Act (the Act) and 8.1D of the Child Welfare Policy Manual.
 - Prevention Services Candidates under Family First Prevention Services Act Part 1 as defined by 475 (13) of the Act and 8.6 of the Child Welfare Policy Manual.
 - Time Code Training
 - RMS Training
 - Refresher Training and New Staff Training
- JBI will provide a detailed training manual to all eligible Oklahoma County Juvenile Bureau staff who participate in the quarterly time study.
- JBI's will provide continuous claim monitoring and claim analysis to ensure accuracy of time study results.
- JBI will provide assistance and support for the financial portion of quarterly claims, including identification of direct bills for Family First Prevention Services Part 1 Evidence Based Programs in the State's Approved Prevention Services Plan.
- After the County data is received, JBI will complete the Title IV-E Administrative claim. The County must send data 10 business days prior to the claim submission deadline.

B) Payment Structure:

- ❖ JBI will be paid its fees per its contract with Oklahoma County Juvenile Bureau, OK on all amounts generated from this program. The performance fee is seventeen percent (17%) of all state and federal revenue on claim memo paid to the County as described in the scope of services. JBI will be paid its fees upon receipt of related IV-E Juvenile Justice funds by the county once a contract is signed by the County.
- ❖ Payments shall be made within thirty (30) days of invoicing.
- ❖ In the unlikely event any funds recovered through this program by the County is subsequently disallowed, the related fees paid to JBI will be credited against future payments or promptly repaid to Agency. JBI's liability is limited to the amount of the performance fee paid or owed to JBI.

C) Agreed, JBI may proceed with this Initiative:

Oklahoma County

Juvenile Bureau, Oklahoma:

Name

Date

Title

Justice Benefits, Inc.:

Makenna Parsons

Makenna Parsons, RVP

6/15/26

Date

ACCEPTED BY
BOARD OF COUNTY COMMISSIONERS
OF OKLAHOMA COUNTY, OKLAHOMA

Chairman _____

Member _____

Member _____

Date: _____

ATTEST:

Maressa Treat, Oklahoma County Clerk

This contract has been examined and approved as to legality by the District Attorney,
Oklahoma County.

Assistant District Attorney

Date

Bill To
 JUVENILE JUSTICE BUREAU
 5905 N. CLASSEN COURT
 SUITE 400
 OKLAHOMA CITY, OK
 73118

Requisition 12700035-00 FY 2027

Acct No:
 UNDEFINED ACCOUNT.
 Review:
 Buyer: 6065cbgrab1
 Status: Created

Page 1

Vendor
 JBI LTD
 1711 E BELTLINE RD

COPPELL, TX 75019

Tel#972-406-3712
 Fax 972-406-3732

Ship To
 JUVENILE JUSTICE BUREAU
 5905 N. CLASSEN COURT
 SUITE 400
 OKLAHOMA CITY, OK 73118

Deliver To
 JUVENILE JUSTICE BUREAU
 5905 N. CLASSEN COURT
 SUITE 400
 OKLAHOMA CITY, OK 73118

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/05/26	000656				Juvenile Justice Bureau

LN	Description / Account	Qty	Unit Price	Net Price
001	Contract for Professional Services for Grant Funding Source Administration Fee. As needed for FY27 Title IV-E Grant. Approved at the ? BOCC meeting.	15000.00 EACH	1.00000	15000.00

Ship To
 JUVENILE JUSTICE BUREAU
 5905 N. CLASSEN COURT
 SUITE 400
 OKLAHOMA CITY, OK 73118

Deliver To
 JUVENILE JUSTICE BUREAU
 5905 N. CLASSEN COURT
 SUITE 400
 OKLAHOMA CITY, OK 73118

Requisition Link

Requisition Total

15000.00

***** General Ledger Summary Section *****
 Account

Amount Remaining Budget