

# ORIGINAL

## AGREEMENT FOR SERVICES #4026 AMENDMENT I

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This Amendment I to that Agreement for Services #4026, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and Justice Benefits, Inc. as the general partner of JBI, LTD, a Texas limited partnership, duly qualified to conduct business in the State of California, whose principal place of business is 1711 E. Beltline Road, Coppell, Texas 75019, and whose Agent for Service of Process is *CSC-Lawyers Incorporating Services, The Prentice-Hall Corporation System, Inc., 2710 Gateway Oaks Dr. STE 150N, Sacramento, CA 95833*, (hereinafter referred to as "Contractor");

### RECITALS

**WHEREAS**, Contractor has been engaged by County to provide professional assistance, specifically to the Federal Title IV-E Administrative Claim, to explore opportunities for Federal Financial Participation (hereinafter "FFP"), to review prospects for expansion of existing and new state funding opportunities, and to secure additional FFP as may be appropriate, in accordance with Agreement for Services #4026, dated June 20, 2019, incorporated herein and made by reference a part hereof; and

**WHEREAS**, the parties hereto have mutually agreed to increase the not to exceed amount of the agreement, hereby amending **Article V. Compensation for Services**; and

**NOW THEREFORE**, the parties do hereby agree that Agreement for Services #4026 shall be amended a first time as follows:

**ARTICLE V.**

**Compensation for Services:** For services provided herein, including any deliverables that may be identified herein, County agrees to pay Contractor upon the satisfactory completion and County's acceptance of work, monthly in arrears and within forty-five (45) days following the County's receipt and approval of itemized invoice(s) identifying services rendered and receipt of El Dorado County Probation's related revenue received from Federal and State Title IV-E Administrative funds by the County.

For the purposes of this Agreement, the billing rate shall be the sum of Fifteen percent (15%) of all revenue paid to the County as described below;

1. The intent of this Agreement is to compensate JBI for revenues received by the El Dorado County Probation's Title IV-E Administrative claim 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 Scope of Services at the rates included in each agreement amendment signed by the county.
2. 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.
3. 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 forty-five (45) 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.
4. 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. 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.

**I. Fee Structure:**

- a) The County agrees to pay for performance of this service, and JBI agrees to accept Performance Fees in the sum of fifteen percent (15%) of all revenue on claim memo paid to the County as described in the scope of services.

- i) Initial Quarter: The County agrees to pay for performance of this service. JBI will submit an invoice once a payment for initial quarter has been confirmed.
- b) Subsequent Quarters: The County agrees to pay for performance of this service. JBI will submit an invoice once payments for subsequent quarters have been confirmed.
- c) In addition, JBI will be paid its fees of 15% on any retroactive claims prepared and filed for Title IV-E on behalf of El Dorado County Probation.
- d) At the County's request, JBI has the ability to add codes outside of the Title IV-E program and track allowable time within the RMS or CTS. Additionally, these activities will be added to the training agenda and claiming worksheets with applicable financials. Thus, JBI will be paid the agreed Fee Structure on these reimbursements obtained through JBI RMS or CTS, training and financial effort.
  - i) If added code does not relate to Title IV-E Administrative Claiming, there is no additional charge. Examples are (but not limited to) JJCPA.
  - ii) Codes added that may affect Title IV-E Administrative Claiming will be included in the agreed upon fee of 15%. Examples are (but not limited to) FPRRS, CFT, RFA.
- e) JBI will invoice on a quarterly basis upon County's receipt of the County's funds. Payments shall be made within forty five (45) days of invoicing.

Total amount of this Agreement shall not exceed \$100,775.00.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces and on any enclosures or backup documentation. Copies of documentation attached to invoices shall reflect Contractor's charges for the specific services billed on those invoices. Invoices shall be mailed to County at the following address:

County of El Dorado  
 Probation Department - Fiscal  
 3974 Durock Rd, Ste. 205  
 Shingle Springs, CA 95682

or to such other location as County directs.


In the event that Contractor fails to deliver the documents or other deliverables required by the scope of work pursuant to this Agreement, County at its sole option may delay the monthly payment for the period of time of the delay, cease all payments until such time as the deliverables are received, or proceed as set forth herein below in Article XIV, Default, Termination, and Cancellation.

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Except as herein amended, all other parts and sections of that Agreement #4026 shall remain unchanged and in full force and effect.

**Requesting Contract Administrator Concurrence:**

By:   
\_\_\_\_\_  
Nita Wracker  
Chief Fiscal Officer  
Probation Department

Dated: 9/8/20

**Requesting Department Head Concurrence:**

By:   
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Brian Richart  
Chief Probation Officer  
Probation Department

Dated: 9.8.20

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IN WITNESS WHEREOF, the parties hereto have executed this first Amendment to that Agreement for Services #4026 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: 10/6/2020  
By: B-K Veerkamp  
Chair  
Board of Supervisors  
"County"

ATTEST:  
Kim Dawson  
Clerk of the Board of Supervisors

By: [Signature]  
Deputy Clerk  
Dated: 10/6/2020

-- CONTRACTOR --

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

By: [Signature]  
Robin Liu  
President  
"Contractor"  
Dated: 9/8/2020

By: [Signature]  
Megan Milas  
Senior Vice President  
Dated: 9.8.2020