

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT (“First Amendment”) is made and entered into this 26th day of May, 2020, by and between COUNTY OF FRESNO, a political subdivision of the state of California, Fresno, California (“COUNTY”), and JBI, LTD, a Texas limited partnership, whose address is 1711 East Belt Line Road, Coppell, Texas 75019, (“CONTRACTOR” or “JBI”).

WITNESSETH:

WHEREAS, COUNTY and CONTRACTOR entered into Agreement number 19-319, dated July 9, 2019 (“Agreement”), pursuant to which CONTRACTOR agreed to provide professional services to assist COUNTY’s Probation Department in accurately claiming for Federal Title IV-E funds including, but not limited to, preparing required claim, training, and quality assurance and auditing to ensure compliance with the program’s requirements;

WHEREAS, COUNTY’s Public Defender’s Office desires to utilize professional services from CONTRACTOR, including assistance in accurately claiming for Federal Title IV-E funds; and

WHEREAS, COUNTY and CONTRACTOR now desire to amend the Agreement in order to enable CONTRACTOR to additionally assist the Public Defender’s Office, and increase the total compensation amount accordingly.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, COUNTY and CONTRACTOR agree as follows:

1. All references to in the Agreement to “Probation Department” shall be amended to read “Probation Department and Public Defender’s Office.”
2. Section 1, line 17 shall be deleted in its entirety, and replaced with the following:
“JBI will provide all services identified in Exhibit A – Scope of Services, and Exhibit C – Scope of Services – Public Defender’s Office.”
3. Exhibit C, “Scope of Services – Public Defender” shall be attached and incorporated by this reference.
4. Section 2(A), located on lines 22-23 of page 1 of the Agreement shall be deleted in its entirety, and replaced with the following:

1 "COUNTY's Probation Administration Division Director and Public Defender's Office Business
2 Manager shall:"

3 5. Section 3, lines 4-5, located on page 2, lines 12-13, are deleted in their entirety, and
4 replaced with the following:

5 "The Chief Probation Officer and the Public Defender, or their designees, are authorized to
6 execute such written approval on behalf of COUNTY based on CONTRACTOR'S satisfactory
7 performance."

8 6. Section 4, located on page 3, is deleted in its entirety, and replaced with the following:

9 "4. COMPENSATION/INVOICING

10 A. Probation - COUNTY agrees to pay CONTRACTOR, and CONTRACTOR
11 agrees to receive compensation for CONTRACTOR's services as follows:
12 Performance Fees equal to ten percent (10%) of gross Title IV-E Juvenile
13 Justice funds received by the COUNTY each quarterly period relating to
14 services provided by CONTRACTOR, provided that CONTRACTOR's
15 Performance Fees for any given quarterly period of this Agreement not exceed
16 \$30,000 per quarter.

17 B. Public Defender COUNTY agrees to pay CONTRACTOR, and CONTRACTOR
18 agrees to receive compensation for CONTRACTOR's services as follows:
19 Performance Fees equal to

- 20 1. Fifteen percent (15%) of gross Title IV-E Juvenile Justice funds
21 received by the COUNTY each quarterly period relating to
22 services provided by CONTRACTOR in first and second years;
- 23 2. Thirteen percent (13%) of gross Title IV-E Juvenile Justice funds
24 received by the COUNTY each quarterly period relating to
25 services provided by CONTRACTOR in third and fourth years;
26 and
- 27 3. Twelve percent (12%) of gross Title IV-E Juvenile Justice funds
28 received by the COUNTY each quarterly period relating to

1 services provided by CONTRACTOR in fifth year.

2 The above-described Performance Fees shall be limited by the provision that
3 CONTRACTOR's Performance Fees for any given quarterly period of this
4 Agreement shall not exceed \$10,000 per quarter.

5 C. COUNTY shall pay CONTRACTOR within forty-five (45) days of COUNTY's
6 receipt of such funds, pursuant to CONTRACTOR's submission of quarterly
7 invoices to the COUNTY Department for which the services were provided. The
8 addresses to which invoices shall be sent are:

9 County of Fresno
10 Probation Business Office
11 3333 E. American Avenue, Suite B
12 Fresno, CA 93725
13 or email to ProbationInvoices@co.fresno.ca.us

14 Public Defender
15 2135 Fresno Street, Suite 100
16 Fresno, CA 93721
17 or email to cyau@fresnocountyca.gov

18 Unless otherwise directed by JBI in writing, COUNTY shall make payment to the
19 order of JBI, at 1711 E. Beltline Road, Dallas, Texas 75019.

20 JBI agrees that in the unlikely event any funds recovered by the
21 COUNTY as a result of this Agreement are subsequently disallowed, and the
22 disallowance is not directly related to JBI's performance, that the related fees
23 paid to JBI based on such disallowed reimbursements shall be credited against
24 future payments to JBI, or promptly repaid to the COUNTY if this Agreement is
25 terminated.

26 JBI shall have the right to review COUNTY's claims, grant awards, and
27 such books, records, and other documents as may be required to ensure that
28 the payment of JBI's Fees is in accordance with this Agreement.

In no event shall the total compensation paid by COUNTY for services
performed under this Agreement for the initial three-year term exceed
\$480,000.00. If this Agreement is extended for additional consecutive one-year

1 periods in accordance with Section 3, "Term," COUNTY shall pay
2 CONTRACTOR a maximum of \$160,000 for each such extension period.

3 In no event shall the maximum compensation under this Agreement
4 exceed \$800,000 for the entire potential 5-year term. It is understood that all
5 expenses incidental to CONTRACTOR's performance of services under this
6 Agreement shall be borne by CONTRACTOR."

7 7. Page 8, Lines 2-4 of Section 11, Notices of the Agreement are deleted in their entirety,
8 and replaced with the following:

9 "COUNTY

10 Probation Dept.
11 Chief Probation Officer
12 3333 E. American Ave., Suite B
13 Fresno, CA 93725

Public Defender's Office
Public Defender
2135 Fresno Street, Suite 100
Fresno, CA 93721

14 CONTRACTOR

15 JBI, LTD
16 Senior Vice President – Gov Affairs
17 1711 East Belt Line Road
18 Coppel, TX 75019"

19 COUNTY and CONTRACTOR agree that this First Amendment is sufficient to amend the
20 Agreement, and that upon execution of this First Amendment, the Agreement and this First
21 Amendment together shall be considered the Agreement.

22 The Agreement, as hereby amended, is ratified and continued. All provisions, terms,
23 covenants, conditions and promises contained in the Agreement and not amended herein shall remain
24 in full force and effect.

25 //

26 //

27 //

EXECUTED AND EFFECTIVE as of the date first above set forth.

CONTRACTOR

COUNTY OF FRESNO

Trime Pullig
(Authorized Signature)

Ernest Buddy Mendes
Ernest Buddy Mendes, Chairman of the
Board of Supervisors of the County of
Fresno

Trime Pullig, SVP
Print Name & Title

1711 E. Beltline Road
Coppell, TX 75019
Mailing Address

ATTEST:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

By: Lisa Craft
Deputy

FOR ACCOUNTING USE ONLY:

Fund: 0001

Subclass: 10000

ORG: 2880

Account: 7295



JUSTICE BENEFITS, INC.

Scope of Service Overview

JBI Partnership

JBI will partner with Fresno County Public Defender's Office to claim Title IV-E funds for Legal Representation. JBI's support services include implementation, staff training, set-up of time tracking methodology, and ensuring compliance. JBI maximizes each dollar the department is entitled to receive and ensures that all claims will stand up to federal and state audits.

Implementation:

JBI will strategically work with Fresno County Public Defender's Office to efficiently and effectively implement the Title IV-E Legal Representation Claiming processes. The implementation plan will set the structure and ensure that all requirements are in place and that all staff are prepared for the program start date.

JBI Implementation Plan Outline:

- Establish Contacts
 - Required Documentation Framework
 - Time Tracking System Plan Layout
 - Program Participation Determinations
 - Training Plan Framework
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Training:

JBI will provide detailed and focused training to ensure that all participating staff have a thorough understanding of the Title IV-E Legal Representation Program and their role surrounding it. Trainings will be provided on-site and via webinar. A detailed training manual will be provided to all participating staff.

JBI Training Support:

- Program Training
 - Time Tracking Training
 - Case Plan Training
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Time Tracking Requirements:

JBI will utilize a time tracking system to demonstrate and track results for Title IV-E Legal Representation Claiming purposes. The time tracking system utilized will be determined by the department.

**JUSTICE BENEFITS, INC.****Time Tracking System Options:**

1. In-House System: Fresno Public Defender's Office current system will be reviewed, and modifications will be requested if necessary, to meet state and federal requirements and guidelines.
2. JBI System: JBI's Technology Software Solutions offers a tailored Time Tracking Solution (TTS) that will be customized to meet the department's needs. JBI's TTS will meet state and federal requirements and guidelines.

JBI's Time Tracking System Support:

- Update and implement any changes on state and federal requirements and guidelines for Title IV-E Legal Representation Claiming
 - Determine Participant List – Quarterly
 - Utilize time code requirements set forth by the state agency
 - System training for JBI's Technology Software Solution - TTS, if applicable; On-Site Trainings and/ or Webinar Trainings
 - System update training regarding any modifications made to in-house system for the purpose of Title IV-E Legal Representation Claiming, if applicable; On-Site Trainings and/ or Webinar Trainings
 - Monitor time tracking system activity on continuous basis for on-going accuracy
 - Determine quarterly results for Title IV-E Legal Representation Claiming purposes
 - Technical Support
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Program Integrity & Accuracy:

JBI will provide Fresno County Public Defender's Office with comprehensive support for all Title IV-E Legal Representation Claiming purposes. JBI will develop a Compliance Tool specifically for Fresno County Public Defender's Office. Quarterly reviews will provide on-going insight into claiming practices and claiming participation. Consistent evaluation and analysis of claiming practices will ensure accurate results.

JBI Program Support:

- Monitor and Update Program Requirements as Needed
 - Compliance Reviews
 - Compliance Results Communication
 - Adaptable Trainings
 - Comprehensive Support
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Financial Claim Support

**JUSTICE BENEFITS, INC.**

JBI will prepare Fresno County Public Defender's Office Title IV-E Legal Representation claims on a quarterly basis. Financial experts will work with department staff to plan and process the data needed to calculate costs and compile final claims.

JBI Financial Assistance Support:

- Payroll Analysis
 - Expenditures Analysis (per 2 CFR 200)
 - CWCAP, if applicable
 - Final Claim Reporting for Submission
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Continued Support:

Optimal claiming results require consistent communication, follow-up, and support. JBI's support and services will remain in place throughout each quarter of participation in the Title IV-E Legal Representation Claiming Process.

JBI On-Going Support:

- Federal and State Legislative Monitoring
 - Progress Reporting
 - IT Updates
 - Documentation and Reports
 - Claim Maximization
 - Program Expansion Opportunities
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