

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

**FIRST AMENDMENT TO RENEWAL AND EXTENSION OF
 AGREEMENT FOR FFP FUNDING
 BETWEEN JUSTICE BENEFITS, INC. AND FORT BEND COUNTY**

THIS FIRST AMENDMENT ("Amendment") is made and entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Justice Benefits, Inc. as the general partner of JBI, LTD., a Texas limited partnership (hereinafter referred to as "JBI" or "Contractor"), located at 1711 E. Belt Line Road, Coppell, Texas 75019. County and Contractor may hereinafter be referred to collectively as the "parties" and each individually a "party."

WHEREAS, the parties have executed and accepted that certain *Agreement For FFP Funding Between Justice Benefits, Inc. And Fort Bend County* (the "Agreement,") on or about June 23, 2020, as renewed by document executed on August 3, 2021; August 32, 2022; June 27, 2023; and August 13, 2024 (collectively hereinafter "Agreement"), which is incorporated by reference as if set forth herein verbatim; and

WHEREAS, by execution of this Amendment, the parties desire to amend the Agreement to provide additional services by the Contractor and to otherwise ratify and confirm all the terms and conditions as set forth herein; and

WHEREAS, the following changes are incorporated as if a part of the original Agreement by reference in the same as if fully set forth verbatim therein.

NOW, THEREFORE, in consideration of the foregoing, the parties do mutually agree that the Agreement between the parties is amended as follows:

1. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of this Agreement.
2. **Scope of Services.** The Agreement is hereby amended to include the performance and completion of the additional services by Contractor and fee structure as described in Exhibit A attached to this Agreement and incorporated by reference for all intents and purposes.
3. **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas Law and are included by County regardless of content. For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended,

Contractor hereby verifies that Contractor and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:

- a. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
- b. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in § 808.001 of the Texas Government Code.
- c. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in § 809.001 of the Texas Government Code.
- d. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in § 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.

Except as provided herein, all terms and conditions of the Agreement, including any addenda or amendments, not modified herein shall remain in full force and effect for the term of Agreement. If there is a conflict between this Amendment and the Agreement for FFP Funding Between Justice Benefits, Inc. and Fort Bend County, the provisions of this Amendment shall prevail with regard to the conflict.

{Execution Page Follows}
{Remainder Intentionally Left Blank}

IN TESTIMONY OF WHICH, this Amendment shall be effective upon execution of all parties.

FORT BEND COUNTY

JB, LTD

KP George
KP George, County Judge

October 25, 2024

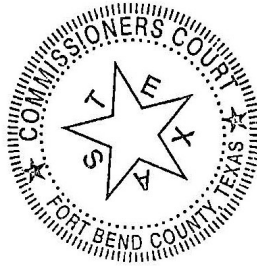
Date Approved by Commissioners Court on 10/22/2024

Kelsey Faye
Authorized Agent- Signature

Kelsey Faye
Authorized Agent- Printed Name

ATTEST:

Laura Richard
Laura Richard, County Clerk



Senior VP
Title

10/18/24
Date

Reviewed by:

Letosha Gale-Lowe
Letosha Gale-Lowe, MD
Health Director and Local Health Authority

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 0.00 to accomplish and pay the obligation of Fort Bend County under this contract.

Robert E. Sturdivant
Robert E. Sturdivant, County Auditor

i:\agreements\2025 agreements\hhs\jbi - charity care (25-hhs-100119)\1st amendment to renewal to agreement for ffb funding jbi and fbc (kcj -10.14.2024)

EXHIBIT A

(Follows Behind)

A) Description of JBI's Contribution:

JB I recognizes that the Fort Bend County Health and Human Services Department, Texas could file Public Health Provider Charity Care Program (PHP-CCP) claims. PHP-CCP seeks reimbursement for healthcare services provided without the expectation of reimbursement who meet the provider's Charity-Care Policy, per the Texas Health and Human Services Commission.

JB I will assist with the Implementation Plan, provide training, be a secondary financial contact, enter financial information into database, and obtain the necessary financial data to successfully prepare PHP-CCP claims for the Health Department.

B) Fee Structure:

- ❖ JB I will be paid its fees per its contract with Fort Bend County Health and Human Services Department, Texas on all amounts generated from this program. The contingency fee is fifteen percent (15%).
- ❖ 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 JB I will be credited against future payments or promptly repaid to County. JB I's liability is limited to the amount paid or owed to JB I.

C) Agreed, JB I may proceed with this Initiative:

**Fort Bend County
County Judge:**

KP George
Name

10.22.2024
Date


County Judge

Justice Benefits, Inc.:


Kelsey Frye
Senior Vice President

10/18/24
Date

