

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

AMENDMENT 4 TO CONTRACT NUMBER CS111

The Texas Juvenile Justice Department, successor agency to the Texas Youth Commission, hereinafter “TJJD,” and **Deer Oaks EAP Services, LLC, 126 E. Main Plaza, Suite 8, San Antonio, Texas 78205**, hereinafter “**Service Provider**,” acknowledge that they have previously entered into a contract for the provision of a statewide Employee Assistance Program for the period **October 28, 2010** through **August 31, 2012**. This contract is identified as contract number **CS111**.

Both parties hereto agree to be bound by the terms of the existing contract subject to the following change:

- A. Pursuant to Sections B.1.1 and F.1, this contract is hereby renewed for the first two-year renewal option period, September 1, 2012 through August 31, 2014.
- B. The total not-to-exceed amount of this Contract for the period September 1, 2012 through August 31, 2013 shall not exceed fifty six thousand six hundred eighty six and no/100 (\$56,686.00) unless amended via contract amendment. Funding for the second year of the renewal period (September 1, 2013 through August 31, 2014) will be provided at a later date via unilateral contract amendment.
- C. Revise Section J.6 – Termination, by inserting the following as Section J.6.4:

“J.6.4 Cause/Default: If the Service Provider fails to provide the goods or services contracted for according to the provisions of the Contract, or fails to comply with any terms or conditions of the Contract. TJJD may, upon written notice of default to the Service Provider, immediately terminate all or any part of the Contract. Termination is not an exclusive remedy, but will be in addition to any other rights and remedies as provided in equity, by law or under the Contract. TJJD may exercise any other right, remedy, or privilege which may be available to it under applicable law of the state and any other applicable law or may proceed by appropriate court action to enforce the provisions of the Contract. The exercise of any of the foregoing remedies will not constitute a termination of the Contract unless TJJD notifies the Service Provider in writing prior to the exercise of such remedy. The Service Provider shall be liable for all costs and expenses, including court costs, incurred by TJJD with respect to the enforcement of any of the remedies listed herein.”

For the Texas Juvenile Justice Department:

RL-y 6.27.12
Robin McKeever, Deputy Executive Director Date

For the Service Provider:

Paul A. Boskind Ph.D. 7/6/12
Signature Printed Name Title Date

Approved as to form:

DCW 6/27/12
TJJD Attorney Date

Contract Number: CS111, Amendment #4