

STATE OF TEXAS
COUNTY OF TRAVIS

§
§
§

**OUTSIDE COUNSEL CONTRACT AMENDMENT #2
CON0000114**

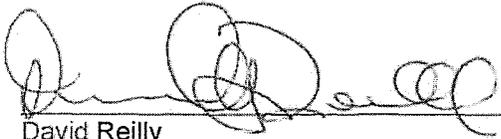
The Texas Juvenile Justice Department, an agency of the State of Texas, hereinafter referred to as "TJJD," and **W. David Scales**, an attorney or law firm duly authorized to practice law in the State of Texas, hereinafter referred to as "**Counsel**," and whose office address is **P.O. Box 971, Salado, TX 76571**.

Both parties wish to continue the relationship that exists without a lapse in outside legal counsel. The parties hereto agree to be bound by the terms of the existing contract subject to the following changes:

1. Verification of Worker Eligibility
 - a. If Counsel is not enrolled in the U.S. Department of Homeland Security's E-Verify system ("E-Verify"), Counsel shall:
 - i. Enroll in the E-Verify program within 30 calendar days of executing this amendment; and thereafter
 - ii. Use E-Verify to initiate, within 3 business days after the date of hire, verification of employment eligibility of all new hires of Counsel employed during the contract term to perform duties within Texas and all persons (including subcontractors) assigned by the Counsel to perform work pursuant to the contract, within the United States.
 - b. If Counsel is enrolled in E-Verify, Counsel shall use E-Verify to initiate, within 3 business days after the date of hire, verification of employment eligibility of all new hires of Counsel employed during the contract term to perform duties within Texas and all persons (including subcontractors) assigned by the Counsel to perform work pursuant to the contract, within the United States.
 - c. Counsel shall comply with the requirements of the E-Verify program Memorandum of Agreement (MOU). If the Department of Homeland Security (DHS) or the Social Security Administration (SSA) terminates Counsel's MOU and denies access to the E-Verify system in accordance with the terms of the MOU, TJJD may terminate the contract.
 - d. Counsel shall include the requirements of this clause, including this paragraph (appropriately modified for identification of the parties), in each subcontract under the contract that is for services or construction.
 - e. Counsel shall provide, upon request of TJJD, an electronic or printed image of the confirmation or non-confirmation screen containing the E-Verify case verification number for attachment to the Form I-9 for each of Counsel's employees, subcontractors, and subcontractors' employees that meet the criteria above, provided that such dissemination has been authorized in advance by SSA or DHS for legitimate purposes.
 - f. If Counsel fails to comply with the requirements of this clause, TJJD may terminate the contract, withhold payment, or impose other administrative error sanctions.
 - g. The requirements of this clause only apply to contracts for services or construction.

The parties agree that all other provisions, terms and conditions of the original contract not affected by the language of this amendment shall continue in full force and effect.

Texas Juvenile Justice Department



David Reilly
Executive Director

Date 11/4/15

Approved As To Form



TJJJ Staff Attorney

Date 10/28/2015

Counsel

LAW OFFICE OF W. DAVID SCALES
Firm Name

William David Scales
Full Signature

Date 11-10-15

WILLIAM DAVID SCALES
Printed/Typed Name

17700100
State Bar Number

P.O. BOX 971
Address

SALADO, TX 76571
City, State, Zip

BELL
County

(254) 913-5245 / (254) 939-8226
Phone / Fax

DSCALESLAW@gmail.com
Email Address