

STATE OF TEXAS §
COUNTY OF TRAVIS §

CONTRACT FOR FAMILY REUNIFICATION PROGRAM SERVICES
AMENDMENT 4
VISIONQUEST NATIONAL, LTD
CONTRACT AMSE1110

The Texas Juvenile Justice Department, hereinafter TJJD, and VisionQuest National Ltd., 150 East Pennsylvania Ave., Suite 430, Downingtown, PA 19335, hereinafter Service Provider, acknowledge that they have previously entered into a contract for the provision of Family Reunification Program Services for the period August 3, 2011 through August 31, 2014; this is Contract Number AMSE1110.

Both parties wish to continue the relationship that exists without a lapse in services. Service Provider agrees to continue to provide services under the aforementioned existing contract, which is incorporated herein by reference as if set forth at length, and TJJD agrees to continue to use Service Provider's services during the term of this contract. The parties hereto agree to be bound by the terms of the existing contract subject to the following changes:

1. Section V. GENERAL TERMS AND CONDITIONS, is hereby amended by adding the following:

ARTICLE 54: Use of contract by local government and state agencies:

This Contract shall be available for use by all local governments and state agencies also known as "Customer", provided there are no conflicts with any applicable statutes, rules, policies or procedures.

This Contract was negotiated and awarded in accordance with applicable State of Texas purchasing statutes, rules, policies and procedures. State agencies and local governments may use the prices shown in this Contract to issue their own contract or may negotiate lower rates based on the increase in capacity. Arrangements for delivery of services are contingent upon mutual agreement of the state agency or local governments and the Contractor. The state agencies' and local government's contract shall reference the Department's contract number and be sent directly to the Contractor.

The terms and conditions set forth herein shall govern all transactions by Customers under this Contract. Customers shall not have the authority to modify the terms of this Contract, except as to receive better terms or pricing for a particular procurement than those set forth herein. In such event, Contractor shall furnish a copy of such better offerings to the Department. Any savings or rate reductions offered to the other local governments and state agencies as a result of those local governments and state agencies using this contract will be offered to TJJD. TJJD shall have the right to modify the original contract to reflect those cost savings and rate reductions. No additional term or condition of a contract issued by a Customer can modify a term or condition of this Contract unless approval is obtained from the Department. In the event of a conflict between a Customer's purchase order and this Contract, this Contract shall prevail.

The Customer shall receive services from the Contractor as per the requirements, terms and conditions of the established contract. The Customer may not deviate from the material requirements of this Contract, as Contractor is not obligated to perform any services other than as stated within this Contract unless a change is approved by the Department.

The Customer shall use this contract exclusively while identified as an authorized user. If the Customer procures services from another provider, Customer's status as an authorized user will be terminated.

The Customer shall request service directly from Contractor.

The Customer shall receive and reconcile invoices and client participation reports independent from the Department.

The Customer shall work directly with the Contractor in resolving all issues, including by litigation, as they relate to the Contract.

The Customer shall be billed directly by the Contractor and make monthly payments from local funds as per the session rates specified in the Contract. The Department shall have no obligation to pay Contractor for monies the Customer may owe Contractor.

The Customer agrees to indemnify and hold the Department harmless from any and all of the following, whether the same be actual or alleged: all loss, damage, claims, suits, taxes, liens, penalties, fines, liability and expense (including attorneys' fees) howsoever arising or incurred as a result of this contract including, but not limited to, damages or injuries or death to persons, or injury to or destruction of property.

2. Section IV. CERTIFICATIONS, is hereby amended by adding the following:

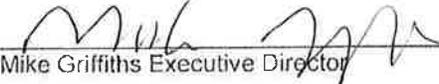
ARTICLE 19: Compliance with Prison Rape Elimination (PREA)

Contractor shall comply with the Final Rule of the Prison Rape Elimination Act (PREA) of June 20, 2012 (Federal Law 42 U.S.C. 15601) and with all applicable PREA standards and TJJJ policies related to PREA to the extent required by law for the type of facility contemplated by this contract. Contractor shall make itself familiar with and at all times shall observe and comply with all PREA regulations which in any manner affect performance under this Contract. Contractor acknowledges that in addition to "self-monitoring requirement" TJJJ will conduct announced or unannounced compliance monitoring visits including "on-site" monitoring. Contractor will be subject to a Department of Justice (DOJ) PREA Audit every three (3) years beginning August 20, 2013. Contractor shall be solely responsible for paying for a PREA Audit as required by its contract with TJJJ. During the non-audit period, TJJJ will perform an audit at no cost to Contractor to ensure continued compliance with the PREA. Failure to comply with PREA standards and related TJJJ policies to the extent required by law for the type of facility contemplated by this contract may result in termination of the contract.

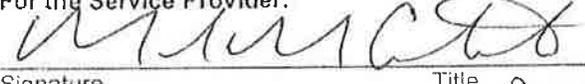
ARTICLE 20: Access to Information

Contractor is required to make any information created or exchanged with TJJJ pursuant to this contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to TJJJ. Contractor agrees to provide TJJJ with this information in a format that is accessible to the public, including but not limited to non-encrypted electronic format, PDF, and HTML."

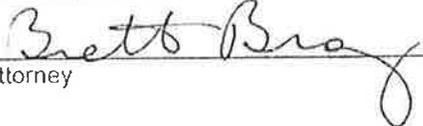
For the Texas Juvenile Justice Department:


Mike Griffiths Executive Director
Date 1-22-14

For the Service Provider:


Signature Title President Date 1/13/14

Approved as to form:


TJJJ Attorney Date 1/2/14