

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

AMENDMENT 9 TO CONTRACT NUMBER RE111

The Texas Juvenile Justice Department, hereinafter "TJJD," and Gulf Coast Trades Center, 143 Forest Service Road # 233, New Waverly, Texas 77358, hereinafter "Service Provider," acknowledge that they have previously entered into a contract for the provision of Vocational Training Residential Male Juvenile Offender Program for the period **September 1, 2010** through **August 31, 2015**. This contract is identified as contract number **RE111**.

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, 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. TJJD is hereby exercising the option to renew this contract for the period of **September 1, 2015 through August 31, 2016** pursuant to **Section IV., General Terms and Conditions, Article 10**.
2. The Not To Exceed amount for the period of **September 1, 2015 through August 31, 2016** is **\$1,832,008.00 (one million, eight hundred thirty-two thousand, eight dollars and zero cents)** unless otherwise amended in writing.
3. **Service Provider's Statement of Work Narrative** is deleted and replaced with the attached "Contract Requirements-FY '16" and **FY 2016 Statement of Work Narrative** dated **July 10, 2015**.
4. Verification of Worker Eligibility
 - a. If Service Provider is not enrolled in the U.S. Department of Homeland Security's E-Verify system ("E-Verify"), Service Provider 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 Service Provider employed during the contract term to perform duties within Texas and all persons (including subcontractors) assigned by the Service Provider to perform work pursuant to the contract, within the United States.
 - b. If Service Provider is enrolled in E-Verify, Service Provider shall use E-Verify to initiate, within 3 business days after the date of hire, verification of employment eligibility of all new hires of Service Provider employed during the contract term to perform duties within Texas and all persons (including subcontractors) assigned by the Service Provider to perform work pursuant to the contract, within the United States.
 - c. Service Provider 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 Service Provider's MOU and denies access to the E-Verify system in accordance with the terms of the MOU, TJJD may terminate the contract.
 - d. Service Provider 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. Service Provider 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 Service Provider's employees, subcontractors, and subcontractors' employees that meet the criteria above.
- f. If Service Provider 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.

For the Texas Juvenile Justice Department:



David Reilly, Executive Director

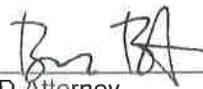
8/6/15
Date

For the Service Provider:

 Executive Director
Signature Title

08/07/2015
Date

Approved as to form:



TJJD Attorney

8/5/2015
Date

- Service Providers who wish to submit problems for resolution may do so in writing, including all relevant information and a recommended resolution. The statement of problem will be submitted to the TJJJ Youth Services Contracts Manager unless the problem specifically involved this individual, in which case, it will be submitted to the Director over Youth Services Division contracts.

- Service Provider shall comply with the Final Rule of the Prison Rape Elimination Act (PREA) of June, 2012 and with all applicable PREA standards and TJJJ policies related to PREA. Service Provider will complete a Department of Justice (DOJ) PREA audit by August, 31, 2016 and every three (3) years thereafter. The Service Provider shall be solely responsible for paying for a PREA audit. A copy of the final report must be submitted to the TJJJ Youth Services Contract Manager within five (5) business of receipt and it must be posted on the Service Provider's public website (if applicable). During the non-audit period, TJJJ will perform an audit at no cost to the Service Provider to ensure continued compliance with PREA. Failure to comply with PREA standards and related TJJJ policies may result in termination of the contract.

Contract Requirements

Issued by the TJJJ Youth Services Contracts Manager:

Kimbla Newsom		7/10/15
Printed Name	Signature	Date

Agreed upon by Service Provider:

		08/07/15
Printed Name	Signature	Date