

**AMENDMENT 2**

The Texas Juvenile Justice Department, hereinafter TJJJ, and William Mory, 100 North Travis Street, Suite 406, Sherman, TX 75090, hereinafter Service Provider, acknowledge that they have previously entered into a contract for the provision of services for the period September 1 2013, through August 31, 2015. This contract is identified as CON0000046.

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 TJJJ agrees to continue to use Service Provider's services during the term of this contract.

Service Provider represents and warrants that the individual signing this Amendment is authorized to sign this document on behalf of the Service Provider and to bind the Service Provider under this Amendment.

The parties hereto agree to be bound by the terms of the existing contract subject to the following changes:

1. Pursuant to Section IV, General Provision, Article 10: Contract Term, this Contract is hereby renewed for additional two (2) years, beginning on September 1, 2015 through August 31, 2017.
2. Delete Exhibit A in its entirety and replace with the attached revised Exhibit A, to add Collin, Grayson, and Denton counties.
3. Section III. Certifications, is hereby revised by inserting the following:

**ARTICLE 26: 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. 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 service. Failure to comply with PREA standards and related TJJJ policies may result in termination of the contract.

4. The contract is amended to add the following:

**Verification of Worker Eligibility Clause FOR SERVICE OR CONSTRUCTION CONTRACTS ONLY**

1. If Service Provider is not enrolled in the U.S. Department of Homeland Security's E-Verify system ("E-Verify") at time of contract award, Service Provider shall:
  - a. Enroll in the E-Verify program within 30 calendar days of contract award; and thereafter
  - b. 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 this contract, within the United States.
2. If Service Provider is enrolled in E-Verify at time of contract award, 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 this contract, within the United States

3. 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 this contract.
4. Service Provider shall include the requirements of this clause, including this paragraph (appropriately modified for identification of the parties), in each subcontract under this contract that is for services or construction.
5. 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.
6. If Service Provider fails to comply with the requirements of this clause, TJJD may terminate this contract, withhold payment, or impose other administrative error sanctions.
7. The requirements of this clause only apply to contracts for services or construction.

**For the Texas Juvenile Justice Department:**

Chelsea Be for D. Reilly 8/13/15  
David Reilly, Executive Director Date

**For the Service Provider**

Billy, EDS LAC, LSOTP 8/20/15  
Signature Date

**Approved as to form:**

BA 8/12/2015  
TJJD Attorney Date

**Exhibit A**

**CON0000046**

**Service Area and Locations**

**Service provider will provide services at:**

TJJJ Institution  TJJJ Halfway House  TJJJ Parole Office  My Office  In Youth's Home

**Service Provider will provide services in the following counties, defined as "Service Area".**

**Collin**

**Denton**

**Grayson**