

**AMENDMENT 4**

The **Texas Juvenile Justice Department**, hereinafter **TJJD**, and **John T. Conboy, 12 Townhouse Circle, Wimberly, TX 78676**, hereinafter **Service Provider**, acknowledge that they have previously entered into a contract for the provision of services for the period **September 26, 2013, through August 31, 2015**. This contract is identified as **CON0000048**.

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.

**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 B in its entirety and replace with the attached revised Exhibit B, to include only Bexar, Caldwell and Hays counties.
3. 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, TJJJ 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 B. [Signature] for D. Reilly 8/13/15  
David Reilly, Executive Director Date

**For the Service Provider**

[Signature] John T. Conboy LCSW, LSOTP, LCDC 8/17/15  
Signature Date

**Approved as to form:**

[Signature] 8/12/2015  
TJJJ Attorney Date

**Exhibit B**

**CON0000048**

**Service Area and Locations**

**Service provider will provide services at:**

TJJJ Institution  TJJJ Halfway House  TJJJ Parole Office  Service Provider's Office

Youth's home  Other Public Facility

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

**Bexar**

**Caldwell**

**Hays**