

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

**CONTRACT FOR VISUAL IMPAIRMENT SERVICES
AMENDMENT 1 to Contract CON0000695**

The **Texas Juvenile Justice Department**, hereinafter **TJJD**, and **Barbara Perdichi, 3616 Chimney Corner Dr., Waco, TX 76708**, hereinafter **Service Provider**, acknowledge that they have previously entered into a contract for the provision of visual impairment services to TJJD youth for the period of **December 8, 2016**, through **August 31, 2017**. This contract is identified as **Contract CON0000695**.

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 the 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, including prior amendments, if any, subject to the following changes:

1. Pursuant to Section IV: General Provisions, Article 10: Contract Term, the term of this contract is being renewed for an additional year, from **September 1, 2017**, through **August 31, 2018**.
2. The not-to-exceed amount for the term of this renewal is: **\$15,000.00**.
3. The contract is amended as follows under Section III: Certifications:

- a. Article 24 is deleted and replaced in its entirety by the following:

"Article 24: By signature hereon, Service Provider certifies that:

All statements and information prepared and submitted in relation to this contract are current, complete, and accurate."

- b. The following Articles 28 and 29 are added:

"Article 28: Prohibition on Contracts with Companies Boycotting Israel

If Service Provider is a "company," as defined under Texas Government Code Section 808.001(2), then pursuant to Texas Government Code Section 2270.002, by signing this contract Service Provider certifies that it is a company that does not "boycott Israel," as defined under Texas Government Code Section 808.001(1), and will not do so at any time during the term of this contract.

Article 29: Prohibition on Contracts with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organizations

If Service Provider is a "company" as defined as under Texas Government Code Section 806.001, then pursuant to Texas Government Code, Chapter 2252, Subchapter F, Service Provider certifies by signature that it is not a company engaged in business with Iran, Sudan, or a foreign terrorist organization as identified on a list maintained under Texas Government Code Sections 806.051, 807.051, or 2252.153, and thus not prohibited from entering into this contract with the TJJD or that it is a company affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan, Iran, or a foreign terrorist organizations."

4. The contract is amended as follows under Section IV: General Provisions:
 - a. Article 1 is deleted and replaced in its entirety with the following:

"Article 1: Relationship of Parties

Service Provider is acting as an independent contractor and is wholly responsible for the day-to-day operations of its programs and employees. No joint venture, partnership, or agency exists, nor shall be implied by the terms of this contract. No employee of Service Provider shall become an employee of the TJJD by virtue of this contract.

Service Provider agrees and acknowledges that during the existence of this contract, Service Provider shall be entirely responsible for the liability and payment of Service Provider's and Service Provider's employees' taxes of whatever kind, arising out of the performance of this contract. Service Provider agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and workers' compensation. The TJJD shall not be liable to Service Provider, its employees, agents, or others for the payment of taxes or the provision of unemployment insurance and/or workers' compensation or any benefit available to a TJJD or other state employee. Further, Service Provider shall indemnify and hold harmless the TJJD, state agencies, the State of Texas, and/or their employees, agents, representatives, and/or assignees from any liability, actions, claims, demands, or suits, and all related costs, attorneys' fees, and expenses relating to tax liability, unemployment insurance, and/or workers' compensation payments."

- b. The following Section 5 is added under Article 6: Termination:

"Section 5: Termination of this contract shall not release Service Provider from liability or obligation set forth in the contract that is expressly stated to survive termination or by its nature would be intended to be applicable following termination, including, but not limited to, provisions regarding confidentiality, indemnification, transition, records, audit, property rights, dispute resolution, and invoice and fee verifications."

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment as of the day and year last below written.

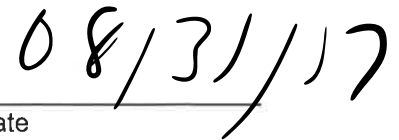
For the Texas Juvenile Justice Department:


David Reilly, Executive Director


Date

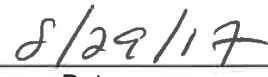
For Service Provider:


Signature


Date

Approved as to form:


TJJJ Attorney


Date