

STATE OF TEXAS §  
                                          §  
COUNTY OF TRAVIS §

**AMENDMENT 1 TO CONTRACT SI1412 FOR YOUTH  
RESIDENTIAL TELEPHONE SERVICES**

The Texas Juvenile Justice Department, hereinafter TJJD, and Consolidated Telecom, Inc. (C-Tel), [REDACTED] hereinafter **Service Provider**, acknowledge that they have previously entered into a contract for the provision of Youth Residential Telephone Services for the period **September 1, 2013** through **August 31, 2015**. This contract is identified as Contract Number SI1412.

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. Pursuant to Section IV. General Terms and Conditions, Article 10: Contract Renewal, this contract is hereby renewed for additional two (2) years, beginning on **September 1, 2015** through **August 31, 2017**.
2. The total contract amount for the period of September 1, 2015 through August 31, 2017 shall not exceed **\$507,378.00**.
3. Section IV. General Terms and Conditions, is amended to add the following:

**ARTICLE 55: 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:**

  
\_\_\_\_\_  
David Reilly, Executive Director 8/15/15  
Date

**For the Service Provider:**

  
\_\_\_\_\_  
Signature Jerome Jacobs 8-21-2015  
Date

**Approved as to form:**

  
\_\_\_\_\_  
TJJJ Attorney 8/14/2015  
Date