STATE OF TEXAS §
§
COUNTY OF TRAVIS §

AMENDMENT 1 TO CONTRACT CON0000310 FOR SECURE RESIDENTIAL PROGRAM SERVICES

The Texas Juvenile Justice Department, hereinafter **TJJD**, and **TrueCore Behavioral Solutions, LLC, 800 FM 3254, Brownwood, Texas 768021**, formerly G4S Youth Services, LLC, hereinafter **Service Provider**, acknowledge that they have previously entered into a contract for the provision of secure residential program services for the period of **September 1, 2017**, through **August 31, 2019**. This contract is identified as contract number **CON0000310**.

Service Provider represents and warrants that the individual signing this Amendment is authorized to sign this document on behalf of Service Provider and to bind 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. Section **I. SERVICE PROVIDER**, is being revised to include the following new paragraphs:

   "Q. Be required to incorporate the principles and practices associated with Trust-Based Relational Intervention (TBRI) in the milieu."

2. Section **II. TJJD**, Paragraph B, is being revised as follows:

   "B. Pay for services rendered by Service Provider at a rate of $170.10 per day per male youth for FY'19. This includes up to five (5) days that the youth may be authorized to be away from the program. This authorization may be granted and limit extended for unusual circumstances by the TJJD Contract Care Case Management Coordinator."

3. Section **II. TJJD,** is being revised to include the following new paragraph:

   "L. Provide training to Service Provider on TBRI."

4. The contract is amended as follows under **SECTION III, CERTIFICATIONS**:

   a. Articles 14, 15, 17, 24, and 27 are deleted in their entirety and replaced with the following:

      "**Article 14: Suspension and Debarment**

      Service Provider certifies that it and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity. Entities ineligible for federal procurement are listed at http://www.sam.gov.

      Article 15: Excluded Parties/Terrorism

      Service Provider certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, *"Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism"*, published by the United States Department of the Treasury, Office of Foreign Assets Control.

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      Article 17: Prior Disaster Relief Contract Violation

      Under Section 2155.006 and 2261.053, Government Code, the vendor or contractor [Service Provider] certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

A state agency may not accept a bid or award a contract, including a contract for which purchasing authority is delegated to a state agency, that includes proposed financial participation by a person who, during the five-year period preceding the date of the bid or award, has been: (1) convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or (2) assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005.

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

All statements and information prepared and submitted in relation to this contract is current, complete, and accurate; Service Provider has disclosed in writing to the TJJD all existing or potential conflicts of interest relative to the performance of the contract; and if circumstances change during the course of the contract, Service Provider shall promptly notify the TJJD.

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Article 27: Verification of Worker Eligibility Clause

Service Provider certifies that for contracts for services, Service Provider shall utilize the U.S. Department of Homeland Security's E-Verify system (E-Verify) during the term of the contract to determine the eligibility of:

1. all persons employed by Service Provider to perform duties within Texas; and
2. all persons, including subcontractors, assigned by Service Provider to perform work pursuant to the contract within the United States of America.

Service Provider shall provide, upon written request by the TJJD, an electronic or hard copy screenshot of the confirmation that Service Provider is enrolled in E-Verify. Service Provider shall provide, upon written request by the TJJD, an electronic or hard copy of the confirmation or non-confirmation screen containing the E-Verify case verification number for attachment to the Form I-9 for each Service Provider employee, subcontractor, and subcontractor employee that meet the criteria above, following any required E-Verify protocols to allow for the provision of such information.

If it is determined that Service Provider has violated the certifications set forth in this Article, then (1) Service Provider shall be in breach of contract, (2) the TJJD shall have the option to terminate the contract for cause without prior notice, and (3) in addition to any other rights or remedies available to the TJJD under the contract, Service Provider shall be responsible for all costs incurred by the TJJD to obtain substitute services to replace the terminated contract."

5. The contract is amended as follows under **SECTION IV, GENERAL PROVISIONS**:

   a. Articles 2, 7, 14, and 24 are deleted in their entirety and replaced with the following:

   "**Article 2: Indemnity**

   SERVICE PROVIDER SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS AND THE TJJD, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF SERVICE PROVIDER OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER

FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY SERVICE PROVIDER WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SERVICE PROVIDER MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. SERVICE PROVIDER AND THE TJJD AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

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Article 7: Funding Out Clause

The contract is subject to termination or cancellation, without penalty to the TJJD, either in whole or in part, subject to the availability of state funds. The TJJD is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If the TJJD becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds that would render either the TJJD's or Service Provider's delivery or performance under the contract impossible or unnecessary, the contract will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Article, the TJJD will not be liable to Service Provider for any damages, that are caused or associated with such termination or cancellation, and the TJJD will not be required to give prior notice.

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Article 14: Governing Law and Venue

The contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the TJJD.

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Article 24: Execution Authority

Service Provider represents and warrants that the individual signing this contract is authorized to sign this document on behalf of Service Provider and to bind Service Provider under this contract. This contract shall be binding upon and shall inure to the benefit of the TJJD and Service Provider and to their representatives, successors, and assigns. The parties expressly agree that no provision of this contract is in any way intended to constitute a waiver by the TJJD or the State of Texas of any immunities from suit or from liability that the TJJD or the State of Texas may have by operation of law."

6. The not to exceed amount for the period of **September 1, 2018, through August 31, 2019**, is **one million, nine hundred eighty-six thousand, seven hundred sixty-eight dollars and zero cents ($1,986,768.00)**.

7. **Exhibit A, TJJD CONTRACT RESIDENTIAL PROGRAM STANDARDS,** section **2. YOUTH TO STAFF RATIOS AND TRAINING & PROGRAM DEVELOPMENT**, paragraph titled "Direct Care Staff Ratios," is revised to read as follows: "1 direct care staff to 8 youth during waking hours and 1:16 during sleeping hours."

8. **Exhibit B, *Service Provider's Program Components & Narrative Documents FY '18,*** has no revisions and will remain in effect through **August 31, 2019**. As per the contract, the contract and Exhibit A take precedence if there is a conflict.

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:

Camille Cain, Executive Director — Date: 10/12/18

For Service Provider:

Signature — Printed Name: S. Tomlin — Title: CEO — Date: 10/19/18

Approved as to form:

TJJD Attorney — Date: 10/10/18