FIRST AMENDMENT TO AGREEMENT FOR SERVICES

This First Amendment to the Agreement for Services by and between THE TEXAS A&M UNIVERSITY HEALTH SCIENCE CENTER (referred to herein as "TAMHSC"), a health-related institution under the administration of Texas A&M University, a member of The Texas A&M University System ("TAMUS"), an agency of the State of Texas, on behalf of the College of Medicine (referred to herein as "COM"), and Rebecca Childs (referred to herein as "CONTRACTOR") is made and entered into this 1st day of January 2019. COM and CONTRACTOR are sometimes referred to herein individually as a "Party" and collectively as "Parties."

WHEREAS TAMHSC and CONTRACTOR previously entered into an Agreement for Services dated June 1, 2018 (referred to herein as "Agreement"). Capitalized terms that are not otherwise defined in this amendment shall have the same meanings ascribed to them in the Agreement; and

WHEREAS, the Parties desire to modify certain terms contained in the agreement and desire to memorialize such changes in writing;

NOW, THEREFORE, in consideration of the foregoing and the agreements and provisions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, TAMHSC and CONTRACTOR mutually agree as follows:

1. Section 2, Term and Termination, is amended to extend the term. The expiration date will be changed from December 31, 2018 to May 31, 2019.

2. Section 3, Consideration and Payment is hereby amended to read in its entirety as follows:

   A. For the services rendered under this Agreement, COM shall pay to CONTRACTOR, one thousand dollars and no cents ($1000.00) per day, including all expenses other than travel. CONTRACTOR will submit monthly written invoices to COM for services rendered in the previous month.

   B. COM shall pay CONTRACTOR one thousand Dollars and no Cents, ($1,000.00) per day of travel and also reimburse for reasonable and necessary travel expenses, in accordance with state guidelines.

   C. All sums due CONTRACTOR shall be paid by COM within 30 days upon receipt of invoice. Payment will be made in accordance with the Texas Prompt Payment Act (Tex. Gov't. Code Sec. 2251.021 (a)).

   D. The maximum amount payable under this Agreement for services and expenses shall not exceed sixty thousand dollars and no cents ($60,000.00).

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their authorized representatives.

THE TEXAS A&M UNIVERSITY SYSTEM
HEALTH SCIENCE CENTER
ON BEHALF OF THE COLLEGE OF MEDICINE

Date: ___________________________ Date: ___________________________
Effective, June 1, 2018, Rebecca Childs, ("CONTRACTOR") having principal offices 924 W Venice Center St, Venice, Utah and Texas A&M University Health Science Center ("TAMHSC") a health-related institution under the Administration of Texas A&M System, an agency of the State of Texas, on behalf of the College of Medicine ("COM"), with principal offices at 8441 State Hwy 47, Bryan, Texas 77807, agree to the following terms and conditions for professional representation (the "Agreement"). COM and CONTRACTOR are sometimes referred to individually as "Party" and collectively as the "Parties":

1. SCOPE OF SERVICES

CONTRACTOR agrees to provide services in accordance with the Scope of Work attached as Exhibit A herein incorporated into this Agreement. Any changes to the Scope of Work must be agreed by the Parties in writing. CONTRACTOR shall perform the services in an expeditious and economical manner consistent with the interests of COM, and may not subcontract any portion of the services without the advance written permission of COM. CONTRACTOR represents and warrants that CONTRACTOR is under no contractual or other restrictions or obligations which are inconsistent with the terms of this Agreement, or which may interfere with the performance of CONTRACTOR's obligations under this Agreement.

2. TERM AND TERMINATION

This Agreement, upon acceptance by both Parties, shall be effective from June 1, 2018 through midnight on December 31, 2018. Either Party may, without cause, terminate this Agreement at any time upon thirty (30) days written notice to the other Party. COM shall be obligated to pay for all reasonable and necessary Services that were performed or committed in good faith by CONTRACTOR prior to the effective date of termination.

3. CONSIDERATION AND PAYMENT

A. For the services rendered under this Agreement, COM shall pay to CONTRACTOR, one thousand Dollars and No Cents ($1,000.00) per day, including all expenses other than travel. CONTRACTOR will submit monthly written invoices to COM for services rendered in the previous month.

B. COM shall pay CONTRACTOR one thousand Dollars and No Cents, ($1,000.00) per day of travel and also reimburse for reasonable and necessary travel expenses, in accordance with state guidelines.

C. All sums due CONTRACTOR shall be paid by COM within 30 days upon receipt of invoice. Payment will be made in accordance with the Texas Prompt Payment Act (Tex. Gov't. Code Sec. 2251.021 (a)).

D. The maximum amount payable under this Agreement for services and expenses shall not exceed Thirty Thousand Dollars and No Cents ($30,000.00).

4. INDEPENDENT CONTRACTOR

It is expressly understood and agreed that CONTRACTOR is an independent contractor in the performance of these Services and is not acting as a partner, joint venture, or agent of COM under this Agreement. The employees, officers, or agents of CONTRACTOR shall not be considered or deemed to be servants, agents or employees of COM. CONTRACTOR shall have exclusive direction and control over the manner and method of carrying out the tasks for accomplishing the Services performed pursuant to this Agreement, COM being interested only in the completed performance of the services herein contemplated.

5. WORK PRODUCT

CONTRACTOR grants COM the nonexclusive, perpetual, irrevocable right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so, any reports, studies, conclusions, recommendations, analyses, and other materials developed, generated, or produced by CONTRACTOR under this Agreement (collectively, "Work Product"). CONTRACTOR represents and warrants that the Work
Product will not infringe or violate the copyright, patent, trademark, trade secret, or any other right of any party and that CONTRACTOR has obtained any permissions or licenses necessary to grant the rights provided to TAMHSC under this Agreement. CONTRACTOR shall indemnify and defend TAMHSC, The Texas A&M University System, its officers, regents, and employees against all liabilities, damages, and expenses, including attorneys’ fees, arising out of or related to any claims that the Work Product infringe any copyright, trademark, patent, trade secrets, or non-proprietary right including defamation, libel, or violation of privacy or publicity.

6. DISPUTE RESOLUTION

The dispute resolution process provided in Chapter 2260, Texas Government Code, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by CONTRACTOR and TAMHSC to attempt to resolve any claim for breach of contract made by CONTRACTOR that cannot be resolved in the ordinary course of business. CONTRACTOR shall submit written notice of a claim of breach of contract under this provision to the Associate Vice President & Chief Financial Officer of TAMHSC, who shall examine CONTRACTOR’s claim and any counterclaim and negotiate with CONTRACTOR in an effort to resolve the claim.

7. NOTICES

Any notice required or permitted under this Agreement must be in writing, and shall be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address set out below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, email (to the extent a facsimile number or email address is set forth below) or other commercially reasonably means and will be effective when actually received (provided that in the event of a facsimile or email, concurrently therewith a copy is mailed by certified mail, return receipt requested). Each Party can change their respective notice address by sending to the other Party a notice of the new address. Notices should be addressed as follows:

**COM:**

Texas A&M College of Medicine  
Attn: Associate Dean for Finance and Administration  
8441 Riverside Parkway, Suite 3100  
Bryan, TX 77807

**CONTRACTOR:**

Rebecca Childs  
924 W Venice Center St.  
Venice, UT 84701  
801-419-8170

With copy to TAMHSC:

Texas A&M University Health Science Center  
Associate Vice President for Finance & Chief Financial Officer  
8441 Riverside Parkway, Suite 3100  
Bryan, TX 77807

8. MISCELLANEOUS

A. Delinquent Child Support Obligation: Under Section 231.006, Texas Family Code, CONTRACTOR certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. The foregoing clause shall remain inapplicable unless or until CONTRACTOR becomes a sole proprietorship, or has a partner, shareholder, or owner or with a partnership of at least 25%.

B. Payment of Debt or Delinquency to the State: Pursuant to Section 2252.903, Texas Government Code, CONTRACTOR agrees that any payments owing to CONTRACTOR under this Agreement may be applied directly toward certain debts or delinquencies that CONTRACTOR owes the State of Texas or
any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.

C. Loss of Funding: Performance by TAMHSC under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature"). If the Legislature fails to appropriate or allot the necessary funds, TAMHSC will issue written notice to CONTRACTOR and TAMHSC may terminate this Agreement without further duty or obligation hereunder upon five (5) days advance written notice to TAMHSC. CONTRACTOR acknowledges that appropriation of funds is beyond the control of TAMHSC.

D. Certification regarding Boycotting Israel: Pursuant to Chapter 2270, Texas Government Code, CONTRACTOR certifies CONTRACTOR (a) does not currently boycott Israel; and (b) will not boycott Israel during the Term of this Agreement. CONTRACTOR acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

E. Certification regarding Business with Certain Countries and Organizations: Pursuant to Subchapter F, Chapter 2252, Texas Government Code, CONTRACTOR certifies CONTRACTOR is not engaged in business with Iran, Sudan, or a foreign terrorist organization. CONTRACTOR acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

F. Non-Waiver: CONTRACTOR expressly acknowledges that TAMHSC is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by TAMHSC of its right to claim such exemptions, privileges, and immunities as may be provided by law.

G. Public Information Act: CONTRACTOR acknowledges that TAMHSC is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement.

H. Governing Law: This Agreement shall be construed under and in accordance with the laws of the State of Texas without reference to the conflicts of laws principles thereof.

I. Venue: Pursuant to Section 85.18, Texas Education Code, venue for any suit filed against TAMHSC shall be in the County in which the primary office of the chief executive officer of TAMHSC is located. At the execution of this Agreement such county is Brazos County, Texas.

J. Force Majeure: Neither Party is required to perform any term, condition, or covenant of this Agreement, if performance is prevented or delayed by a natural occurrence, a fire, an act of God, an act of terrorism, or other similar occurrence, the cause of which is not reasonably with the control of such Party and which by due diligence it is unable to prevent or overcome.

K. Execution and Modification: This Agreement is binding only when signed by both Parties. Any modifications or amendments, including but not limited to any modification to the Scope of Work, must be in writing and signed by both Parties.

L. Severability: If any of the provisions of this Agreement in the application thereof to any person or circumstance is rendered or declared illegal for any reason, or shall be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.

M. Assignment: This Agreement, with the rights and privileges it creates, is assignable only with the written consent of both Parties.

N. Audits: CONTRACTOR understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c), Texas Education Code. CONTRACTOR agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested.
0. Entire Agreement: This Agreement and Exhibit A constitute the entire Agreement between the Parties and supersedes any prior agreement or understanding, written or oral, between the Parties with regard to the subject matter covered by this Agreement.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their authorized representatives.

APPROVED AND ACCEPTED FOR

TEXAS A&M UNIVERSITY
HEALTH SCIENCE CENTER
ON BEHALF OF
THE COLLEGE OF MEDICINE

Approved and Accepted For:

Z

President & Chief Financial Officer

Date:

 approves

APPROVED AND ACCEPTED FOR:

Date:

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