

**AMENDMENT NO. 4
TO THE AGREEMENT
BY AND BETWEEN
R.O.C.K.
AND THE TEXAS A&M UNIVERSITY SYSTEM**

It is mutually understood and agreed by and between the undersigned contracting parties of the above Agreement to continue and amend said contract as follows:

I. TERM OF THE CONTRACT

The agreement is extended for a period of twelve (12) months, effective on the 1st day of September 2016 and ending on the 31st day of August 2017.

II. PAYMENT TERM

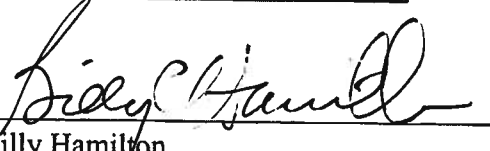
TAMUS shall compensate the PROVIDER for the services as described in Section 1, Scope of Work. Payment for services is as follows:

1. Program Director - \$31,000.
2. Assistant Director - \$20,000.
3. Additional Part-Time Instructor/Staff - \$18,700
4. Administration Fee for Oversight, Payroll, Etc. - \$12,300
5. Reimbursable Expenses - \$6,700

If any of the above amounts or expenses has changed please indicate accordingly for our review and consideration.

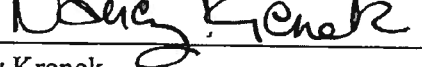
All other items and conditions not hereby amended are to remain in full force and effect

The Texas A&M University System:

By: 
Mr. Billy Hamilton
Executive Vice Chancellor & CFO

Date: 9/5/16

R.O.C.K

By: 
Nancy Krenek
CEO/Founder

Date: 8/19/16

**AN AGREEMENT
BY AND BETWEEN
THE TEXAS A&M UNIVERSITY SYSTEM OFFICES
AND R.O.C.K**

This Services Agreement ("Agreement") is entered into effective upon execution of the agreement and issuance of a master order (the "Effective Date"), by and between The Texas A&M University System (hereafter referred to as "TAMUS"), an agency of the State of Texas, and R.O.C.K. (Ride on Center for Kids), hereafter referred to as "PROVIDER," a Texas 501c3 non-profit organization. TAMUS and PROVIDER are sometimes hereafter referred to as "Party" individually or "Parties" collectively).

TAMUS and PROVIDER hereby agree as follows:

1. SCOPE OF WORK

- A. In collaborate in establishing the Courtney Grimshaw Fowler Equine Therapeutic Program (the Program), in which TAMUS is the lead agency overseeing the Program, PROVIDER will:

Provide staffing for the Program, in the person of Nancy Krennek, PT, HPCS, as director, and additional staff needed to support the Program to perform the following activities:

1. Establish policies and procedures
2. Establish and maintain files for volunteers, staff, and clients in keeping with HIPAA guidelines
3. Develop relationships with referral sources for clients/patients
4. Establish volunteer training guidelines and materials
5. Train volunteers for the Program.
6. Establish needed Memoranda of Understanding for TAMUS and collaborators for the Program
7. Screen and determine horses for use in the Program
8. Reserve lesson time at an appropriate, TAMUS approved facility for 2012-2013.
9. Screen and evaluate clients for the Program
10. Develop and submit a Risk Management Plan for the Program, including but not limited to recommendations regarding purchasing liability insurance.
11. Maintain and enforce P.A.T.H. International guidelines for the Program
12. Supervise and be directly responsible for instructor staff, including but not limited to objects for work, job descriptions and performance reviews
13. Honor the values of TAMUS for Research, Education and Service through development and implementation of the Program
14. Other duties as required or directed.

- B. Upon execution of this agreement, all services previously performed by PROVIDER on behalf of TAMUS and included in the description of the Work, shall become part of the Work and shall be subject to the terms and conditions hereof.

2. TERM OF THE CONTRACT

This contract shall begin upon execution of the agreement and end August 31, 2013, unless terminated earlier pursuant to the terms set forth in this Agreement. The agreement may be renewed for an additional four (4) years, one (1) year at a time, if mutually agreed by both parties in writing.

3. PAYMENT TERMS

- TAMUS shall compensate the PROVIDER for the services as described in Section 1, Scope of Work. Payment for services is as follows:
 1. Program Director - \$31,000.
 2. Program Instructor – \$31,000.
- TAMUS shall compensate the PROVIDER Reimbursable expenses (travel, hotel, and other out of pocket expenses directly related to Section 1. Scope of Work). All reimbursable expenses shall be included as a separate item on all invoices submitted and not exceed \$5,800, provided the expenses are consistent with State of Texas guidelines (<http://www.window.state.tx.us/procurement/prog/stmp/>). Originals or copies of receipts with a detailed explanation of the expenses incurred during the course of services provided under this Agreement shall be attached to the submitted invoice. Under no circumstance will the PROVIDER be reimbursed for alcohol purchases. State travel rates are subject to change without notice and will be adjusted accordingly. Mileage rates will be calculated from point-to-point (PROVIDER's place of business to job site) using the State of Texas mileage.
- Payments will be made upon submittal of PROVIDER's invoice(s) and subsequent approval by TAMUS representative. It is the policy of the State of Texas to make payment on a properly prepared and submitted invoice within thirty (30) days of the latter of any final acceptance of performance or the receipt of a properly submitted invoice. Generally, payment will be made on the 30th day unless a discount has been arranged for more immediate payment. A single invoicing format may be submitted.
- All payments shall be made by electronic direct deposit. The selected Vendor(s) are required to complete and submit to the SYSTEM a Direct Deposit Authorization form prior to the first payment request. The form can be accessed at www.windows.state.tx.us/taxinfo/taxforms/74-176.pdf.
- All invoices must reference a purchase order number, project number and description of services provided to include but not limited to time, deliverables, and activities.
- Invoices are to be sent to the Office of Technology Commercialization. The invoices must include a summary of services performed. The invoices will be paid upon approval by a TAMUS representative within the Office of Technology Commercialization in accordance with a billing schedule agreed to in advance. All invoices must reference a TAMUS purchase order.

4. DEFAULT AND TERMINATION

- a. In the event of substantial failure by a party hereunder to perform in accordance with the terms hereof, the other party may terminate this Agreement upon fifteen (15) days written notice of termination setting forth the nature of the failure (the termination shall not be effective if the failure is fully cured prior to the end of the fifteen-day period), provided that said failure is through no fault of the terminating party.
- b. Either PARTY may, without cause, terminate this Agreement at any time upon fifteen (15) days prior notice to the other PARTY. Upon termination pursuant to this paragraph, PROVIDER shall be entitled to payment of such amount as shall compensate PROVIDER for the services satisfactorily performed from the time of the last payment date to the termination date in accordance with this Agreement. TAMUS shall not be required to reimburse PROVIDER for any services performed or expenses incurred after the date of termination notice.

5. PUBLIC INFORMATION

PROVIDER acknowledges that TAMUS 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.

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 TAMUS and PROVIDER to attempt to resolve any claim for breach of contract made by PROVIDER that cannot be resolved in the ordinary course of business. PROVIDER shall submit written notice of a claim of breach of contract under this Chapter to Mr. Gregory R. Anderson, Chief Financial Officer and Treasurer for TAMUS, who shall examine PROVIDER's claim and any counterclaim and negotiate with PROVIDER in an effort to resolve the claim.

7. MISCELLANEOUS

- a. **Indemnification.** PROVIDER agrees to indemnify and hold harmless TAMUS from any claim, damage, liability, expense or loss to the extent arising out of PROVIDER's negligent or willful errors or omissions under this Agreement.
- b. **Independent Contractor.** PROVIDER is an independent contractor, and neither PROVIDER nor any employee of PROVIDER shall be deemed to be an agent or employee of TAMUS. PROVIDER will have no responsibility to provide transportation, insurance or other fringe benefits normally associated with employee status. PROVIDER shall observe and abide by all applicable laws and regulations, policies and procedures, including but not limited to those of TAMUS relative to conduct on its premises.
- c. **Delinquent Child Support Obligations.** A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under an agreement to provide property, materials, or services until all arrearages have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency. The *Texas Family Code* requires the following statement: "Under Section 231.006, *Texas Family Code*, the vendor or applicant 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."
- d. **Payment of Debt or Delinquency to the State.** Pursuant to Section 2252.903, *Texas Government Code*, PROVIDER agrees that any payments owing to PROVIDER under this Agreement may be applied directly toward certain debts or delinquencies that PROVIDER 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.
- e. **Previous Employment.** PROVIDER acknowledges and understands that Section 2252.901, *Texas Government Code*, prohibits TAMUS from using state appropriated funds to enter into any employment contract, consulting contract, or professional services contract with any individual who has been previously employed, as an employee, by the agency within the past twelve (12) months. If PROVIDER is an individual, by signing this Agreement, PROVIDER certifies that Section 2252.901, *Texas Government Code*, does not prohibit the use of state appropriated funds for satisfying the payment obligations herein.

- f. **Franchise Tax Certification.** If PROVIDER is a taxable entity subject to the Texas Franchise Tax (Chapter 171, *Texas Tax Code*), then PROVIDER certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that PROVIDER is exempt from the payment of franchise (margin) taxes.
- g. **State Auditor's Office.** PROVIDER 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*. PROVIDER agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. PROVIDER will include this provision in all contracts with permitted subcontractors.
- h. **Entire Agreement.** This Agreement (including RFQ01 FPC-11-001 and Exhibit A) constitutes the sole agreement of the parties and supersedes any other oral or written understanding or agreement pertaining to the subject matter of this Agreement. This Agreement may not be amended or otherwise altered except upon the written agreement of both parties.
- i. **Severability.** If any provisions of this Agreement are rendered or declared illegal for any reason, or shall be invalid or unenforceable, such provision shall be modified or deleted in such manner so as to afford the Party for whose benefit it was intended the fullest benefit commensurate with making this Agreement, as modified, enforceable, and 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.
- j. **Headings.** Headings appear solely for convenience of reference. Such headings are not part of this Agreement and shall not be used to construe it.
- k. **Non-Assignment.** PROVIDER shall neither assign its rights nor delegate its duties under this Agreement without the prior written consent of TAMUS.
- l. **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 within the control of such party and which by due diligence it is unable to prevent or overcome.
- m. **Loss of Funding.** Performance by TAMUS 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, TAMUS will issue written notice to PROVIDER and TAMUS may terminate this Agreement without further duty or obligation hereunder. PROVIDER acknowledges that appropriation of funds is beyond the control of TAMUS.
- n. **Governing Law.** The validity of this Agreement and all matters pertaining to this Agreement, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas.
- o. **Venue.** Pursuant to Section 85.18, *Texas Education Code*, venue for any suit filed against TAMUS shall be in the county in which the primary office of the chief executive officer of TAMUS is located, which is Brazos County, Texas.
- p. **Non-Waiver.** PROVIDER expressly acknowledges that TAMUS is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by TAMUS of its right to claim such exemptions, privileges, and immunities as may be provided by law.

- q. **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 or other commercially reasonable means and will be effective when actually received. TAMUS and PROVIDER can change their respective notice address by sending to the other party a notice of the new address. Notices should be addressed as follows:

TAMUS: The Texas A&M University System
301 Tarrow, 3rd Floor
College Station, Texas 77845
Attention: Don Barwick
Phone: (979) 458-6410
E-mail: dbarwick@tamus.edu

PROVIDER: Ms. Karron Wilson
Address: 2050 Rockride Lane
Georgetown Texas 78626
Phone: 512-930-7625
Email: karron@rockride.org

- R. **Insurance.** The PROVIDER shall obtain and maintain, for the duration of this Agreement or longer, the minimum insurance coverage set forth below. With the exception of Professional Liability (E&O), all coverage shall be written on an occurrence basis. All coverage shall be underwritten by companies authorized to do business in the State of Texas and currently rated A- or better by A.M. Best Company or otherwise acceptable to TAMUS. By requiring such minimum insurance, the TAMUS shall not be deemed or construed to have assessed the risk that may be applicable to the PROVIDER under this Agreement. The PROVIDER shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The PROVIDER is not relieved of any liability or other obligations assumed pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. Required insurance shall not be cancelable without thirty (30) days' prior written notice to TAMUS.

Coverage

Limit

A. Worker's Compensation

Statutory Benefits (Coverage A)
Employers Liability (Coverage B)

Statutory
\$500,000 Each Accident
\$500,000 Disease/Employee
\$500,000 Disease/Policy Limit

If this coverage is waived by System Risk Management, the contractor, his employees and sub contractors must sign hold harmless and indemnification agreement.

B. Automobile Liability

Owned Vehicles	\$1,000,000
Non-owned Vehicles	\$1,000,000

Hired Vehicles \$1,000,000

C. Commercial General Liability

Aggregate Limit	\$2,000,000
Each Occurrence Limit	\$1,000,000
Products / Completed Operations	\$1,000,000
Personal / Advertising Injury	\$1,000,000
Damage to rented Premises	\$100,000
Medical Payments	\$5,000

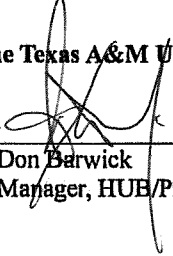
D. Professional Liability (Errors & Omissions) \$1,000,000
When services require such coverage

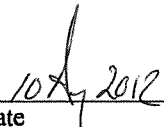
Additional Endorsements

The Auto and Commercial General Liability Policies shall name the Texas A&M University System Board of Regents for and on behalf of The Texas A&M University System as additional insured.

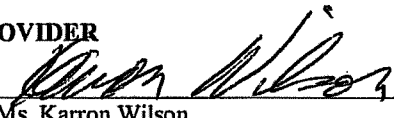
IN WITNESS WHEREOF, intending to be bound, the Parties have entered into this Agreement as of the Effective Date.


The Texas A&M University System

By 
Don Barwick
Manager, HUB/Procurement


Date 10/7/2012

PROVIDER

By 
Ms. Karron Wilson
Executive Director


Date 8-8-12