

**STATE OF TEXAS**  
**COUNTY OF TRAVIS**

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**Amendment to Scope of Work  
Between  
The Texas Board of Nursing  
And  
eStrategy Solutions, Inc.**

This Amendment (the "Amendment") is entered into by and between the Texas Board of Nursing (the "Board") and eStrategy Solutions, Inc. (the "Contractor") (collectively referred to as the "Parties") in order to amend that certain Scope of Work effective on September 30, 2016, and renewed until August 31, 2018 (the "SOW").

WHEREAS, pursuant to the SOW, the Contractor will repurpose, redesign, and modify the Board's existing online courses at no cost to the Board;

WHEREAS, the Parties agree there is a need for the Contractor to repurpose, redesign, and modify the Board's Nursing Regulations for Safe Practice ("NRSP") online course (the "Additional Services");

WHEREAS, the Additional Services include, but are not limited to, voiceovers, a custom photo shoot, and interactive video slides;

WHEREAS, due to the complexity of the Additional Services, the Parties agree there are costs associated with performing the Additional Services that were not specifically contemplated in the SOW; and

WHEREAS, the Board has negotiated advantageous pricing for the costs associated with the Additional Services;

NOW, THEREFORE, the Parties hereby amend and modify the SOW as follows:

Section "**Payment Structure and Payment Cap**" of the SOW is amended by adding the following clause at the beginning thereof:

The Board agrees to pay the contractor up to \$14,025.00 to repurpose, redesign, and modify the Board's Nursing Regulations for Safe Practice ("NRSP") course.

The Parties agree that all of the terms and conditions of the SOW, not amended by this Amendment, shall remain in full force and effect as originally negotiated and written. In the event of conflict in any language in the SOW and this Amendment, the language in this Amendment will control. Should it at any subsequent time appear that the modifications specified herein conflict with any relevant provision of State law, the Board reserves the right to alter this Amendment to ensure its conformity with State law.

The SOW, together with this Amendment, contain the entire agreement of the Parties hereto with respect to the subject matter hereof. Any representations, inducements, or agreements, oral or otherwise, between the Parties not contained in this Amendment shall not have any force or effect. This Amendment may not be modified, changed or terminated, in whole or in part, in any manner other than by an agreement in writing signed by duly authorized representatives of the Parties.

IN WITNESS WHEREOF, the Parties hereto execute this Amendment in their respective capacities on the dates indicated below.

TEXAS BOARD OF NURSING

CONTRACTOR

By:   
Katherine A. Thomas, MN, RN, FAAN  
Executive Director for the  
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By:   
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Date: 5/3/18

Date: 5/1/2018

TEXAS DEPARTMENT OF INFORMATION RESOURCES

By:   
DocuSigned by:  
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Name and Title: Hershel Becker Chief Procurement Officer

Date: 5/4/2018 | 7:04 AM CDT